

15437

CERTIFICATION

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent of the Tealbriar Community Association, Inc. (hereinafter the "Association"), a Texas non-profit corporation;
- (2) The attached documents apply to the operation and utilization of property within Tealbriar Community Association, Inc., a subdivision in Fort Bend County, Texas;
- (3) A description of the property affected by the said documents is attached hereto as Exhibit "A";
- (4) The documents which affect the use and operation of Tealbriar Community Association, Inc., are identified on the attached Exhibit "B"; and
- (5) The attached documents are true and correct copies of the originals.

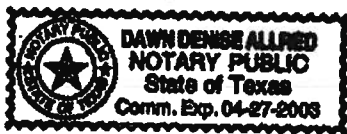
IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 29th day of December, 1999.


 Russel T. Holt, Agent

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Russel T. Holt, Agent of the Tealbriar Community Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 29th day of December, 1999.




 NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

PROPERTY DESCRIPTION

Lots 1 through 29, both inclusive in Block 1;
Lots 1 through 66, both inclusive in Block 2;
Lots 1 through 31, both inclusive in Block 3;
Lots 1 through 5, both inclusive in Block 4.

All of said lots being a part of Tealbriar, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded on Slide Numbers 582 A, 582 B, 583 A of the Map Records of Fort Bend County, Texas.

AS PER ORIGINAL

EXHIBIT "B"

**RECORD OF DEDICATORY INSTRUMENTS FOR
TEALBRIAR COMMUNITY ASSOCIATION, INC.
PURSUANT TO PROPERTY CODE § 202.006**

1. **Articles of Incorporation of the Tealbriar Community Association, Inc.**
2. **By-Laws of the Tealbriar Community Association, Inc.**

ARTICLES OF INCORPORATION
OF
TEALBRIAR COMMUNITY ASSOCIATION, INC.

FILED
In the Office of the
Secretary of State of Texas
JAN 21 1988
Corporations Section

I, the undersigned, a natural person of the age of twenty-one (21) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-profit Corporation Act, do hereby adopt the following Articles of Incorporation of such corporation:

ARTICLE I

The name of the Corporation is TEALBRIAR COMMUNITY ASSOCIATION, INC., (hereinafter call "The Association").

ARTICLE II

The street address of the initial registered office of the Association is 5718 Westheimer, Suite 1640, Houston, Texas 77057, and the name of its initial registered agent at such address is Jeffrey H. Ewalt.

ARTICLE III

The Association is a non-profit corporation, without capital stock. The Association is organized solely for the purposes specified in Article V, and no part of its property, whether income or principal, shall ever inure to the benefit of any Director, Officer, or employee of the Association, or of any individual having a personal or private interest in the activities of the Association, nor shall any such Director, Officer, employee or individual receive or be lawfully entitled to receive any profit from the operations of the Association, except a reasonable allowance for salaries, compensation or reimbursement for personal services actually rendered in carrying out one or more of its stated purposes. The Association shall not engage in, and none of its funds or property shall be devoted to, carrying on propaganda or otherwise attempting to influence legislation.

ARTICLE IV

The period of the Association's duration is perpetual.

ARTICLE V

The purpose or purposes for which said Association is organized are to act as agent for the civic and social benefit and betterment of the residents and property owners of the TEALBRIAR SUBDIVISION in Fort Bend County, and for any and all other property which is accepted by this Association for similar purposes, those purposes being as follows:

- (a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions for First Colony ("Restrictions") recorded on July 8, 1983, under Clerk's File No. 33048, of the Fort Bend County, Texas as the same may be amended from time to time;
- (b) To affix, levy collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions referred to hereinabove;
- (c) To acquire by gift, purchase or otherwise, own hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association subject to the limitations set forth in the Restrictions;
- (d) To borrow money, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred subject to the limitations set forth in the Restrictions;
- (e) To promote and provide recreational and other facilities for the residents and owners of said property;
- (f) To provide any activity or service conducted for the mutual benefit of residents and owners as provided in the Restrictions and to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation law of the State of Texas, by law may now or hereafter exercise.

ARTICLE VI

Every person or entity who is the record Owner, whether one or more persons or entities, of a fee simple title to any Residential Unit or Tract which is subject, by the Restrictions, to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any Residential Unit or Tract. Any Mortgagee or Lienholder who acquires title to any property which is a part hereof, through foreclosure shall be a member of the Association.

ARTICLE VII

The affairs of this Association shall be managed by a board of not less than five (5) directors, who need not be members of the Association. The number of directors shall be changed by amendment of the Bylaws of the Association as provided therein. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

Jeffrey H. Ewalt
5718 Westheimer, Suite 1640
Houston, Texas 77057

Rick S. Butler
5718 Westheimer, Suite 1640
Houston, Texas 77057

J. Gary Langford
5718 Westheimer, Suite 1640
Houston, Texas 77057

At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years and at each annual meeting thereafter, the members shall elect directors for terms of three (3) years, as needed.

ARTICLES VIII

The Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than seventy-five percent (75%) of the aggregate of the votes of both classes of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, shall vest in the owners, who shall thereafter own equal, undivided interest in and to such assets.

ARTICLE IX

Amendment of these Articles shall require the affirmative vote (in person or by proxy) or the written consent of Members representing a majority of the total number of lots of the Association.

ARTICLE X

The names and street addresses of the incorporators are:

Jeffrey H. Ewalt
5718 Westheimer, Suite 1640
Houston, Texas 77057

Rick S. Butler
5718 Westhelmer, Suite 1640
Houston, Texas 77057

J. Gary Langford
5718 Westhelmer, Suite 1640
Houston, Texas 77057

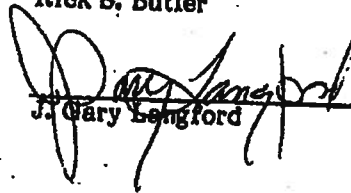
IN WITNESS WHEREOF, we have hereunto set our hand this the 15th day
of January, 1988.



Jeffrey H. Ewalt



Rick S. Butler



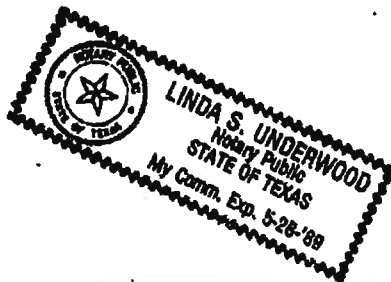
J. Gary Langford

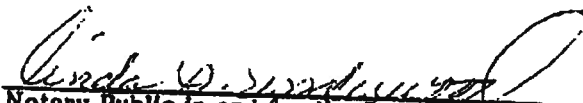
THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey H. Ewalt, Rick S. Butler and J. Gary Langford, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

SWORN to on the 15th day of January, 1988, by the above named incorporators.





Notary Public in and for the State of Texas
Printed Name _____
Commission Expires _____

RET:
HOLT & YOUNG
6363 WOODWAY STE 880
HOUSTON, TX. 77057

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dianne Wilson

01-03-2000 08:56 AM 2000000017
JM \$37.00
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY-LAWS
OF
TEALBRIAR COMMUNITY ASSOCIATION, INC.

ARTICLE I.
NAME AND LOCATION

The name of the Corporation is TEALBRIAR COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at 1929 Allen Parkway, Houston, Texas 77019. All meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

Section 1. "Association" shall mean and refer to TEALBRIAR COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Restrictions, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 3. "Common Area", if any, shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon a recorded subdivision map of the Properties with the exception of the Common Area and commercial reserves excluded from the scope of the Restrictions.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Restrictions" shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions applicable to Teal Briar, recorded in the Official Public Records of Real Property of Fort Bend County, Texas, and any amendments thereafter or such other restrictions created by additional properties annexed into the jurisdiction of the Association.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Restrictions and Articles of Incorporation.

ARTICLE III.
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meetings of the members shall be held on the _____ day of _____, 1988/1988. Subsequent meetings shall be held on the anniversary dates at 7:00 p.m.; if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or Board of Directors, or upon written request of the members who are entitled to vote one-fourth of all of the

RECORDED MEMORANDUM
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Notice of Meetings. No written notice will be required for meetings of the members. Written notice of each Special Meeting shall be given by the Secretary or person authorized to give notices. Notice shall be mailed, postage prepaid, at least ten days before such meeting to each member entitled to vote. The notice shall be addressed to the members address last appearing on the Association or supplied by such member to the Association for the purpose. Such notice shall specify the place, date, hour and agenda.

Quorum. The presence at the meeting of the members or of proxies entitled to cast, one-tenth of the votes of membership shall constitute a quorum for any action, except as provided in the Articles of Incorporation, Restrictions, or Bylaws; however, a quorum shall not be present or represented at a meeting if members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice of other than an adjournment to the meeting until a quorum shall be present or represented.

Proxies. At all meetings, each members may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary. They shall be revocable and shall automatically cease upon the death of the member of his lot.

ARTICLE IV.

BOARD OF DIRECTORS; SELECTION AND TERM OF OFFICE

Number. The affairs of this Association shall be managed by five (5) Directors, who need not be members of the Association.

Term of Office. At the first annual meeting, the members shall elect three directors for terms of two years, and three directors for terms of one year; and at each annual meeting thereafter, the members shall elect two directors for terms of two (2) years as may be needed.

Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the remainder of his predecessor's term.

Compensation. No director shall receive compensation for services rendered to the Association.

Action Taken Without a Meeting. The directors shall have the authority to take any action in the absence of a meeting which they could have taken had they obtained the written approval and consent of all the directors. Any action so approved shall have the same effect as though it had been taken at a meeting of the directors.

RECORDERS MEMORANDUM
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ARTICLE V.
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and Restrictions. The persons receiving the largest number of votes shall be elected.

ARTICLE VI.
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Articles of Incorporation, or the Restriction;

(d) declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Restrictions, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same, if in the judgement of the Association it is necessary;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board before the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) to cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(g) to cause the Common Area, if any, entries to subdivision, and esplanades to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers that the Board, from time to time, by resolution may create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

annually by the Board and each shall hold the office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of Special Offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it upon the minutes of the meetings of the Board of Directors and members and upon all other papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate records showing the members of the Association together with their addresses; and perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall cosign all promissory notes of the Association; keep proper books of account; cause a report of the Association's books to be made at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. Copies of these documents shall be available for purchase at a reasonable costs.

RECORDER'S MEMORANDUM

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ARTICLE IX.
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Restrictions, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation, these Bylaws of the Association, and the Restrictions shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

ARTICLE XI.
REMEDIES FOR NON-PAYMENT OF ASSESSMENT

As more fully provided in the Restrictions, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII.
CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words: TEALBRIAR COMMUNITY ASSOCIATION.

ARTICLE XIII.
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy; except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. While there is Class B membership, any effort by the Board of Directors to mortgage the Common Area or dedicate the Common Area to any public authority must be submitted to the Federal Houston Administration for approval prior to the act.

Section 3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Restrictions and these Bylaws, the Restrictions shall control.

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF we, being all of the directors of the TEALBRIAR
COMMUNITY ASSOCIATION have hereunto set our hands this the 9th day of
September, 1992.

Frank Diddy

Michelle Long

Jo Robinson

David B. Raber

SEP 18 1992

RECORDER'S MEMORANDUM

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