

U147828  
529-86-3206

**ARTICLES OF INCORPORATION**  
**OF**  
**FAIRMONT TOWNHOUSE HOMEOWNERS ASSOCIATION**

We, the undersigned natural person of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting as Incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following as Articles of Incorporation for such corporation.

**ARTICLE ONE**  
**NAME**

The name of the corporation is FAIRMONT TOWNHOUSE HOMEOWNERS ASSOCIATION, hereinafter sometimes called the "corporation" or the "Association".

**ARTICLE TWO**  
**NON-PROFIT**

The corporation is a non-profit corporation.

**ARTICLE THREE**  
**DURATION**

The period of its duration is perpetual.

**ARTICLE FOUR**  
**PURPOSES AND POWERS**

The purpose or purposes for which the corporation is organized are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Lot 82 and 91 of Highland Acres as recorded in Volume 10, Page 9, Harris County Deed Records, a subdivision of H.T. and B.R.R. Co. Survey, Section 3, Abstract 389, Pasadena, Harris County, Texas, and being more particularly described by metes and bounds as follows to wit;

**529-86-3207**

**BEGINNING** at a 5/8 inch iron pin for a corner 990 feet south of the intersection of the east right-of-way line of Young Street and the south right-of-way line of Snoddon Avenue, said corner being the northwest corner of Lot 82 described herein;

**THENCE** east 660 feet to a 5/8 inch iron pin for the northeast corner of Lot 82.

**THENCE** south a distance of 660 past southeast corner of Lot 82 and the northeast corner of Lot 91 at 330 feet to a 5/8 inch iron pin for the southeast corner of Lot 91.

**THENCE** west 660 feet to a 5/8 inch iron pin for the southwest corner of Lot 91 in the east line of Young Street.

**THENCE** north along the east line of Young Street past northwest corner of Lot 91 and the southwest corner of Lot 82 at 330 feet to the place of beginning.

Said tracts herein described containing 435,600 square feet of 10.00 acres of land more or less.

Said tract of land being known as Fairmont Townhouses, Section One, as recorded in Volume 182, Page 80 of the Map Records of Harris County, Texas and, accordingly, said map is referred to hereinafter as "said plat".

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Deed Records of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

529-86-3208

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or government charges levied or imposed against the property by the Association;

(c) 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 the Association.

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an Instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, or as may be provided for in said Declaration.

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise.

## **ARTICLE FIVE** **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record 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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE SIX**  
**VOTING RIGHTS**

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the third anniversary date of said Declaration.

**ARTICLE SEVEN**  
**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. Until the election of directors at the first annual meeting of the members the initial board of directors shall so serve.

At the first annual meeting the members shall elect three directors for a term of one year; three directors for a term of two years and three directors for term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

529-86-3210

**ARTICLE EIGHT**  
**DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE NINE**  
**AMENDMENTS**

Amendment of these Articles shall require the assent of three-fourths (3/4) of the votes of the entire membership of each class of members.

**ARTICLE TEN**  
**FHA / VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

**ARTICLE ELEVEN**  
**REGISTERED AGENT**

The street address of the initial registered office of the corporation is 8522 Long Point Road, Houston, Texas, 77055, and the name of its registered agent as such address is J. S. Norman, Jr.

**ARTICLE TWELVE**  
**INITIAL BOARD OF DIRECTORS**

The number of directors constituting the initial board of directors of the corporation is three and the names and addresses of the persons who are to serve as the initial directors are:

1. J. S. NORMAN, JR.  
8522 Long Point Road  
Houston, Texas 77055
2. H. H. NORMAN  
8522 Long Point Road  
Houston, Texas 77055
3. THEODORE P. AYRE  
8522 Long Point Road  
Houston, Texas 77055

**ARTICLE THIRTEEN**  
**INCORPORATORS**

The name and street address of each incorporator is:

1. J. S. NORMAN, JR.  
8522 Long Point Road  
Houston, Texas 77055
2. H. H. NORMAN  
8522 Long Point Road  
Houston, Texas 77055
3. THEODORE P. AYRE  
8522 Long Point Road  
Houston, Texas 77055

**529-86-3212**

**IN WITNESS WHEREOF, we have hereunto set our hands, this 2<sup>nd</sup> day of August, 1972.**

**J. S. NORMAN JR. (Signature)**

**H. H. NORMAN (Signature)**

**THEODORE P. AYRE (Signature)**

**THE STATE of TEXAS  
COUNTY OF HARRIS**

**I, Patricia A. Arldt, a Notary Public, do hereby certify that on this 2<sup>nd</sup> day of August, 1972, personally appeared before me, J. S. Norman Jr., H. H. Norman and Theodore P. Ayre, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.**

**IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.**

**PATRICIA A. ARLDT (Signature)  
My commission expires June 1, 1973**