

*Notice*

U156230

529-98-1744

CERTIFICATION

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

NOTARY PUBLIC U156230 \$51.00

(1) I am an Agent of the Le Jardin Townhome Owners' Association, Inc. (hereinafter the "Association"), a Texas non-profit corporation;

(2) The attached documents apply to the operation and utilization of property within Le Jardin Townhome Owners' Association, Inc., a subdivision in Harris County, Texas;

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(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 Le Jardin Townhome Owners' 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 29<sup>th</sup> day of December, 1999.

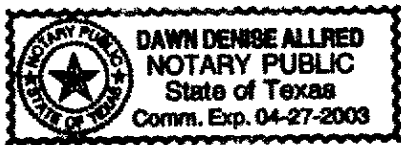
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Russel T. Holt  
Russel T. Holt, Agent

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Russel T. Holt, Agent of the Le Jardin Townhome Owners' 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 29<sup>th</sup> day of December, 1999.



Dawn Allred  
NOTARY PUBLIC, STATE OF TEXAS

*Holt + Young 800  
6363 Woodway  
Houston TX 77057*

A METES AND BOUNDS DESCRIPTION  
OF A 1.5809 ACRE TRACT OF LAND  
OUT OF WESTMORELAND FARMS SUBDIVISION  
NUMBER II, HOUSTON, HARRIS COUNTY, TEXAS

529-98-1745  
*nee*

Being a 1.5809 Acre tract of land, said tract also being the North 230 feet of the South 450 feet of lot 8 (or Lot 6C), Block 3, Westmoreland Farms 2nd Subdivision as recorded in Volume 4, Page 21, H.C.M.R., Houston, Harris County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of the intersection of Clarewood (60' R.O.W.) and Rampart Avenue (60' R.O.W.):

THENCE North  $05^{\circ} 00' 00''$  East a distance of 220 feet along the West R.O.W. line of said Rampart Avenue to a point, said point being the POINT OF BEGINNING;

THENCE North  $84^{\circ} 58' 54''$  West a distance of 299.79 feet to a point;

THENCE North  $04^{\circ} 56' 52''$  East a distance of 229.55 feet to a point;

THENCE South  $85^{\circ} 04' 04''$  East a distance of 299.80 feet to a point, said point being in the west R.O.W. line of said Rampart Avenue;

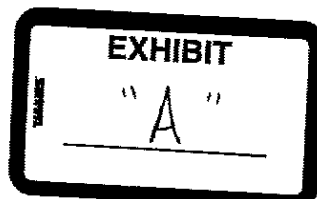
THENCE South  $05^{\circ} 00' 00''$  West a distance of 230.00 feet along said West R.O.W. line of Rampart Avenue to a point, said point being the POINT OF BEGINNING and containing 1.5809 acres more or less;



*Thomas H. Eikel*

THOMAS H. EIKEL, P.E.  
Consulting Engineers  
Texas Registration No. 26383

June 29, 1977



**EXHIBIT "B"**

529-98-1746

RECORD OF DEDICATORY INSTRUMENTS FOR  
LE JARDIN TOWNHOME OWNERS ASSOCIATION, INC.  
PURSUANT TO PROPERTY CODE § 202.006

1. Articles of Incorporation of the Le Jardin Townhome Owners Association, Inc.
2. By-Laws of the Le Jardin Townhome Owners Association, Inc.
3. Rules and Regulations of the Le Jardin Townhome Owners Association, Inc.

(June 6, 1988)

LE JARDIN TOWNHOME

OWNERS ASSOCIATION, INC.

529-98-1747

Rules and Regulations  
(Revised 6/6/88)

All Rules and/or Regulations are subject to the provisions of the LeJardin Towhome Owners' Association, Inc. Declaration and By-Laws.

1. All owners/occupants shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of the general common elements in order that all owners/occupants and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owner/occupants thereto. Violation of these Rules and Regulations will be enforced by the levying of special assessments hereafter referred to as Violation Assessments in the amounts specified below.
2. Any common sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any unit owner/occupant for any other purpose than ingress to and egress from the units. (\$10.00)
3. A unit owner/occupant may place on balconies or patios appropriate casual furniture normally utilized on patios and balconies together with plants and flowers; provided, however, the Board may direct the removal of any item which, at its discretion, detracts from the general appearance of the project. The patio or balcony of a unit shall not be used for the drying of laundry or the airing of bedding; nor enclosure of same unless approved, in writing, by the Board; nor permit any cooking to be done on said balcony or patio or within fifteen feet of any building without first accepting full financial responsibility for any damage to any unit(s) or common element as well as any personal loss suffered by anyone as a result of such action. (\$25.00)
4. No clotheslines or similar devices shall be allowed on any portion of the property by any person, firm or corporation; no rugs, etc. may be dusted from the windows, patios or balconies of the units and not in or on any other portion of the property. Any planting or gardening done in the common areas becomes a permanent part of the common landscaping and the property of the Association. (\$10.00)
5. Disposition of garbage and trash shall be only by use of common trash facilities which is placed in the Northwest corner of the parking lot. This does not include the collection of large or bulky items. Their disposal is the responsibility of the owner/occupant and not the Association. (\$20.00)
6. Each unit owner shall keep and maintain the interior of his unit in good condition and repair, including all appliances; the entire air conditioning system (including compressors, ducts, vents and drains) serving the unit (whether the same is inside or outside the unit) and all electrical systems, water lines, sewer lines and other fixtures located within and/or servicing the unit or set of units (branch lines). (\$25.00)

7. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance for the property without the prior written consent of the Board and full acceptance of any and all financial liability. No unit owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will result in the cancellation of insurance on any unit, or any part of the Common Elements, or which will be in violation of any law. (\$100.00)

8. A condominium owner/occupant shall be liable for the expense of any maintenance, repair and/or replacement made necessary by their negligent act or by that of any member of their family or their guests, employees, agents, leasees or pets but only to the extent such expense is not met by the proceeds of insurance. This includes any increases in hazard insurance rates caused by misuse or abandonment of a condominium unit or its appurtenances. (\$100.00 plus costs)

9. Maintenance repairs and/or replacements that involve turning off of any system which supplies more than one unit (plumbing, electrical, etc.) will require prior permission from the Management Company or the Board of Directors. (\$15.00)

10. No owner/occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the condominium improvements except as may be expressly authorized in writing by the Board of Directors. (\$50.00)

11. The Common Areas are intended for the purpose of affording vehicular and pedestrian movements within the condominium and for providing access to the units; those portions thereof adopted therefore for recreational use by owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the Common Area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the Common Area (Common Elements) be used for general storage purposes, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance. (\$15.00)

12. No Owner/Occupant shall be allowed to place a sign outside of the Condominium Unit or in the window of a Condominium Unit with regard to the leasing and/or sale of the unit. No Owner/Occupant shall be permitted to hang clothing, bathing suits, towels, mops, etc., over the common areas or over any Common Areas as further prescribed by the Rules and Regulations of the Association. (\$15.00)

13. No owners/occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in any unit or on the property between the hours of 11:00 p.m. and the following 9:00 a.m., if same may tend to disturb or annoy other occupants of the buildings nor shall any owner/occupant permit to be made loud, disturbing or objectionable noises in such manner as may reasonably disturb or tend to disturb occupants of other units at any time. (\$15.00)

14. No vehicle belonging to or under the control of a unit owner/occupant or member of the family or a guest or employee of unit owner/occupant shall be parked in such manner as to impede or prevent ready access to any entrance or exit from a building. Vehicles shall be parked within designated and/or assigned parking areas. Violation of such by any of the above or other persons/vehicles shall subject the vehicle in violation to immediate towing without prior notice. Derelict/abandoned vehicles will be towed away after the expiration of seventy-two (72) hours on the property. Derelict/abandoned vehicles are defined as those having any of the following deficiencies:

- a. expired license plate
- b. expired inspection sticker
- c. flat tires
- d. otherwise in such a condition as to prevent its lawful driving on public roads.

The owner of the vehicle is required to pay all towing/storage fees. The Association and Board of Directors prohibits anyone from performing any major work or repairs to vehicles. Minor tuneups and oil changes may be done on the property provided the areas involved are cleaned when finished. No vehicles are to be washed on the property. (\$20.00)

15. Subject to the limitations below, unit owners/occupants may not maintain more than a reasonable number but never more than two pets per unit which do not exceed twenty - five (25) pounds each.

- a. Except when within its owner's/occupant's unit, all pets must be kept on a leash in the owner's/occupant's control. (This is a City Ordinance also) (\$10.00)
- b. No pet may be chained, leashed or otherwise kept on any balcony or patio nor shall any pet be left unattended on patios/ balconies. (\$20.00)
- c. Unit owners/occupants are responsible for any property damage, injury, odor, disturbances, etc. caused by their or their guests' pets. (\$15.00)
- d. Unit owners/occupants shall not permit any animal to bark, howl, or make other loud noises for such a time as same tends to disturb neighbors' rest or peaceful enjoyment of their units or the Common Areas. (\$20.00)
- e. The Board shall have the right to direct the removal of any pet which is disturbing to any other Owners/ Occupants in the Condominium. (\$15.00)
- f. Unit owners/occupants may not permit their pet to relieve itself anywhere within the Common Elements and in the event of a mistake, unit owners/occupants are responsible for the removal of their animal's waste from said Common Element. (\$25.00)

- g. No pet may be kept in any unit if such animal is determined by the Board to be a nuisance or an annoyance to any of the other residents. (\$25.00)
- h. Absolutely no pets are allowed within the pool area fence, nor shall pets be chained or tied to the fence. (\$50.00)

16. Nothing shall be stored in or upon the Common Elements without prior written consent of the Board except within pre-existing individual storage areas or otherwise expressly provided for in the Declaration, By-Laws or Rules and Regulations. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in the storage areas. (\$20.00)

17. No noxious or offensive activity shall be carried on in any unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to other unit owners/occupants. (\$25.00)

18. Except as expressly provided for in the Declaration, By-Laws or Rules and Regulations, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. (\$25.00)

19. No structure of a temporary character, trailer, antenna, tent, shack, garage, barn, dog house or other outbuildings shall be permitted on the property at any time, temporarily or permanently, except with prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof. Additionally, no boats, trailers, mobile homes or large trucks are permitted on the property. (\$20.00)

20. Motorcycles, motorbikes, motor scooters, bicycles or similar vehicles shall not be operated within the property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the property so as to annoy or disturb persons or endanger persons or property. (\$20.00)

21. Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminates against one or more unit owners/occupants. (\$25.00)

22. No owner shall allow more than two (2) permanent residents per bedroom. A permanent resident for purposes of this rule is defined as an individual occupying the premises in excess of two weeks. (\$25.00)

23. Should a unit owner wish to lease or sell his/her unit, they must advise their tenants/buyers of these Rules and Regulations and provide them with a copy of same. Any Violation Assessments levied against a leased unit are the responsibility of the unit owner. A special provision of all leases shall include both the parking space assignments and acceptance of the rules and regulations by the tenant who also has the understanding that their violation of same could, at the discretion of the Board of Directors or the Unit Owner, subject their lease to be terminated for cause. If leased, owner must abide by Rental Guidelines available from management company. No Convicted Felons permitted. (\$25.00)

24. The pool is for the enjoyment of the residents and their guests. Guidelines for its use have been established to insure all parties live within the same parameters. These include:

- a. Children under twelve (12) MUST be accompanied by a responsible adult. A responsible adult being defined as a person at least eighteen (18) years of age. (\$25.00)
- b. No persons having sores, wearing bandages or who are ill may swim in the pool. (\$15.00)
- c. No running or horseplay. (\$35.00)
- d. Food and drinks must be kept at least four (4) feet from the pool. (\$10.00)
- e. The use of non-breakable containers is required. (NO GLASS.) (\$50.00)
- f. Use by adults only after 10:00 p.m.; however, no noise which may tend disturb any neighbors is permitted at this or any other time. (\$20.00)
- g. Absolutely no pets allowed in the pool area. (\$50.00)
- h. Proper swimming attire must be worn - NO CUTOFFS. (\$10.00)
- i. Unauthorized persons are prohibited from operating any of the pool equipment. (\$30.00)
- j. Pool furniture and other recreational equipment is not to be thrown or placed in the pool. (\$20.00)
- k. Failure to comply with any of these rules automatically forfeits your use of the pool.
- l. Persons not observing these rules must take and hereby assume full responsibility for injury or damage resulting therefrom.



25. No unit owner/occupant is allowed to conduct a business from his/her condominium or elsewhere on the premises. A business is defined as any conduct that has clients from outside of the condominium go to that unit to work, place orders, pick up deliveries, coordinate other work, etc. for money or barter. This does not include a professional library for personal reference or use of private telephone by an owner/occupant. (\$100.00)

26. One-twelfth of the amount annually assessed against each unit (maintenance fees) shall be due and payable on the first day of each month during each year. If the sum estimated proves to be inadequate for any reason, including non-payment of any owner's assessment, the Board may, at any time, levy a further assessment which shall be assessed to the owners in accordance with the Declaration and By-Laws.

Assessments that are not received by the fifteenth of each month shall bear a Twenty-Five Dollar (\$25.00) late charge. An additional \$25.00 per month late charge will be assessed for late payment on any special assessment. Late charges become due and payable just as monthly assessments and the same collection procedures apply as found in the Declaration and By-Laws of the Association.

27. After suitable notification (thirty days after mailing of these Rules and Regulations), the enforcement of these Rules and Regulations shall be by VIOLATION ASSESSMENT, at the direction of the Board of Directors, at the above specified amounts up to \$100.00 per offense and/or reimbursement for any costs of resulting damages. Unit owners are responsible for any assessments for a violation even if the unit is under lease. VIOLATION ASSESSMENTS will be collected in the same manner as maintenance fees with the same collection procedures applying as outlined in the Condominium Declaration.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further Regulations by the Board of Directors of LE JARDIN TOWNHOME OWNERS' ASSOCIATION, INC. in accordance with the Declaration and By-Laws of the Association.

## Rules and Regulations

Advertising - No owner or resident shall post any advertisement of any kind in the window of the unit or on the property. The only exception will be a **FOR SALE** sign indicating that your unit is for sale. This sign must be professional in nature. No other types will be allowed.

Aerials - No radio, citizen band or television aerials or wires may be erected on any part of the premises.

Alterations - Alterations which involve limited common areas must be submitted to the Board of Directors for approval. Any alteration to the interior of a unit which affects the common elements of plumbing, electrical system, etc. must have prior written approval of the Board of Directors. Prior to initiating any alterations, certificates of insurance for all contractors or subcontractors must be on file with the Management Company.

Balconies/Patios - No owner or resident may use the patio or balcony for the airing of laundry, bedding, rugs, etc. Patio and balcony areas should not detract from the overall appearance of the property. All patio and balconies must be kept clean and neat at all times.

Barbecue Grills - The City of Houston ordinance allows that any barbecue grill in use must be at least 10 feet from the building structure. Use of barbecue grills on patios or balconies is strictly prohibited.

Emergency Procedures - IN CASE OF AN EMERGENCY, CALL 911 FOR POLICE, FIRE, OR AMBULANCE SERVICE. Do not call upon or rely on the Management Company for this could only delay the response time.

Exterminators - Extermination service is provided for all units at Gustine Lane Condominiums. Exterminators are on the property twice a month. You will be notified by the Contractor in advance of your scheduled day for service. Should you miss your scheduled day for service, notify the Management Company for rescheduling. Additional services not provided by the standard building contract (i.e. fleas) will be billed to the owner of the unit.

Guests - All guests should enter through the pedestrian gate in order to deter the entry of unauthorized persons.

Insurance - The monthly maintenance fee includes building insurance to cover common areas and real property. Individual unit owners are responsible for personal property and liability insurance as required by the Declaration. **TENANTS OF INDIVIDUAL UNIT OWNERS ARE ADVISED TO OBTAIN RENTER'S INSURANCE.**

Rules and Regulations  
Page 2

Maintenance Assessments - Maintenance Assessments are due in full on the first day of each month. Assessments not paid by the 10th incur a \$25 late charge. These assessments are set by the Board of Directors of the Gustine Lane Council of Co-Owners on an annual basis and are mandatory as set out in the declaration.

Management Company - If you need to contact the Management Company, please write: Oak Leaf Management, 9990 Richmond, Suite 105, Houston, Texas, 77042 or call 713-266-9990.

Parking - All parking spaces within the perimeter of the fence and the covered spaces bordering the property on Gustine Lane, are assigned spaces. All guests must park in front of the entry gates on Gessner. Violators will be towed at the owner's expense.

Vehicle Repairs - Only minor mechanical repairs may be performed on the property. No vehicle may be placed on blocks for any reason (i.e. changing flat tires, jump starting). Changing oil and the washing of vehicles is **strictly prohibited**.

Pets - All pets must be on a leash at all times when outside your unit. NO pets are allowed in the pool area at any time. The pet owner is responsible for the immediate removal of pet waste from the property. Any violation of city ordinances will be reported to the City of Houston Animal Control at 225-3301.

Personal Conduct - Owners and residents should exercise care to minimize noise from musical instruments, radios, televisions or amplifiers as not to disturb the rights and comforts of other owners/residents. No disruptive, profane, or vulgar conduct will be permitted in the common areas. Public intoxication will not be allowed in the common areas.

Play Area - There is no designated play area on the property. Ball playing in the parking area and the climbing on carport is prohibited.

Pool - Pool rules are displayed in the pool area and must be adhered to at all times. The pool is for the use of owners/residents and guests only. All guests must be accompanied by owner/resident. THERE IS NO LIFEGUARD PROVIDED. YOU SWIM AT YOUR OWN RISK.

Solicitation - For the safety of everyone, no solicitation of any kind is allowed on the property.

Trash - All trash must be placed in containers provided. Do not sit trash beside or in front of the container. Do not sit trash outside of your unit. It is the owner's/resident's responsibility to place trash in the proper receptacle. All large items (i.e. sofas, air conditioners or appliances) must be removed from the property by the unit owner.

Window Coverings - Do not block windows with cardboard, tin foil or other non-conforming coverings. Any broken window must be repaired in a timely manner. Any tape or boarded window must be cleaned within 7 days.

Additional Rules - These Rules and Regulations are provided as a supplement to the "Use Restrictions" or any other rules or regulations outlined in the Declaration of Condominium for Gustine Lane Condominiums (the "Declaration"), which governs the use of every unit within the condominium regime. The Gustine Lane Council of Co-Owners Board of Directors shall have the right to make such other and reasonable rules from time to time as in its judgement may be needed to enhance the cleanliness and orderliness of the premises and the safety and comfort of the owners. Notice of any additional rules and regulations will be given in writing.

## EXHIBIT "C"

## BY-LAWS

## OF

## LE JARDIN TOWNHOMES OWNERS' ASSOCIATION, INC.

## ARTICLE I

NAME AND LOCATION

The name of the corporation is Le Jardin Townhomes Owners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 6250 Westpark, Suite 222, Houston, Texas 77057, but 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. All terms used herein shall have the meaning given thereto in the Declaration unless expressly stated to the contrary herein.

Section 2. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 3. "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

Section 4. "Declaration" shall mean the declaration, as amended from time to time, establishing Le Jardin Townhomes as a condominium regime in Houston, Harris County, Texas pursuant to Article 1301a of the Texas Revised Civil Statutes, a copy of which Declaration is recorded in the Official Records of Real Property of Harris County, Texas.

Section 5. "Director" shall mean a member of the Association's Board of Directors.

Section 6. "Member" shall mean those persons entitled to membership in the Association as provided in this Declaration.

Section 7. "Nominating Committee" shall mean a committee formed for the purpose of nominating candidates for election to the Board of Directors as contemplated by Article IV, Section 2 of the By-Laws.

Section 8. "Property" shall mean that real property described in the Declaration.

## ARTICLE III

MEMBERS, MEETINGS, AND VOTING RIGHTS

Section 1. Composition and Powers. Every owner shall be a Member of the Association and shall continue to be a Member for so long as he owns an Apartment, all as more fully set out in the Declaration. If more than one person or entity owns an Apartment, only one of such owners shall be a Member, which designation shall be made by a majority vote of all such owners, and shall be specified in a written notice to the Board of Directors of the Association by such owners. The foregoing is not intended to include persons or entities holding an interest in an Apartment merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of any Apartment. Except as otherwise provided in these By-Laws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days' prior written notice of the Members, by the initial Board of Directors of the Association. Such meeting shall be called no later than the earlier to occur of (i) January 1, 1979, or (ii) within sixty (60) days after thirty-five (35) of the Apartments have been conveyed by a deed duly executed, acknowledged, delivered, and recorded.

(b) Thereafter, the annual meeting of the Members shall be held on the first Monday in the month of June of each year at 8:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten (10) Members.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast twenty-five percent of the votes in the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Any meeting of the Association,

whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Apartment.

Section 7. Voting. Each Member shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Apartment owned by such Member, as set forth in Section 5 of Article 3 of the Declaration.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Composition. Until the earlier to occur of (i) January 1, 1979 or (ii) sixty (60) days after Developer has conveyed, by deeds duly executed and recorded, thirty-five (35) Apartments, the affairs of the Association shall be managed by a Board of three (3) Directors appointed by Developer. After such date the affairs of the Association shall be managed by a Board of three (3) Directors elected by the Members. Directors need not be Members of the Association. At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) or two (2) Directors, as the case may be, for a term of three (3) years.

Section 2. Nomination. Nominations for election to the Board of Directors shall be made by the 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 other persons who shall be either Directors or Members of the Association, but a majority of which shall be Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such 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 3. 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 Declaration and these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Prior to the election of the Board of three (3) Directors provided for in Section 1 of Article IV thereof, no Director shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death, resignation, or removal of a Director, his successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association; however, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Quorum. A majority of members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of such Board of Directors. A vote of the Directors shall be valid if concurred in by a majority present at a meeting.

Section 7. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 8. Meetings. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors may determine. 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' written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 9. Powers and Duties. The Board of Directors, for the benefit of the Members, shall have the following powers and duties:

(a) To 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 By-Laws, Articles of Incorporation, or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation, and by By-Laws.

(c) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

## ARTICLE V

### OFFICERS AND THEIR DUTIES

Section 1. Election of Officers. The officers of the Association shall be the President, one or more Vice Presidents,



Secretary, and Treasurer, and, in addition thereto, in the discretion of the Board of Directors, such other officers with such duties as the Board of Directors shall from time to time determine. All officers shall be elected annually by the Board of Directors as the Board of Directors may determine. All officers shall serve until their successors shall have been elected or until they have been removed or have resigned. All officers shall be subject to removal at any time by the Board of Directors. The Board of Directors may, in its discretion, elect acting or temporary officers and elect officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer elected by it. Any person may simultaneously hold more than one of any of the offices, except the offices of President and Secretary.

Section 2. The President. The President shall preside at all meetings of the Board of Directors and the Members; see that orders and resolutions of the Board of Directors are carried out; and, unless otherwise provided by the Board of Directors, sign all leases, mortgages, deeds, and other written instruments that have been approved by the Board of Directors or pursuant to the authority granted by the Board of Directors.

Section 3. The Vice Presidents. Each Vice President shall have such power and duties as may be assigned to him by the Board of Directors. If more than one Vice President is elected, the Board of Directors shall designate who is the First Vice President, who is the Second Vice President, etc. In the absence of the President, the First Vice President shall perform the duties of the President. Such authority to act for the President shall vest to the Vice Presidents in the order of their numerical designation by the Board of Directors.

Section 4. The Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings in conformity with these By-Laws; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties assigned by the Board of Directors.

Section 5. The Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

## ARTICLE VI

COMMITTEES

In addition to the committees provided for in the Declaration and the By-Laws, the Board of Directors may appoint such other committees as may be deemed appropriate by the Board.

## ARTICLE VII

CORPORATE SEAL

The Association may have a seal in the form prescribed by the Board of Directors.

## ARTICLE IX

MISCELLANEOUS

Section 1. Covenant to Obey Laws, Rules, and Regulations. Each Member shall be subject to the Declaration and shall abide by the By-Laws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state, and federal government having jurisdiction over the Property or any part thereof.

Section 2. 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.

Section 3. Amendment. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of the members present, in person or by proxy, so long as notice of the proposed By-Law change was given to the Members at least ten (10) days in advance of the meeting.

Section 4. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws or the Articles of Incorporation, the Declaration shall control.



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

LE JARDIN TOWNHOMES OWNERS' ASSOCIATION, INC.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated JUNE 14, 19 77

  
 \_\_\_\_\_  
 Secretary of State

dae



JUN 14 1977

ARTICLES OF INCORPORATION OF

LE JARDIN TOWNHOMES OWNERS' ASSOCIATION, INC. *Marked by*  
Deputy Director, Corporation Division

We, the undersigned natural persons of the age of twenty-one (21) 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 Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is LE JARDIN TOWNHOMES OWNERS' ASSOCIATION, INC., hereinafter known as the "Corporation".

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are:

To administer, enforce, and otherwise implement, in any and all ways, the maintenance and operation of Le Jardin Townhomes, a condominium project located in Houston, Harris County, Texas, established pursuant to the Texas Condominium Act (Article 1301a of the Texas Revised Civil Statutes), and to exercise and perform all of the functions of a "Council of Co-Owners", as that term is defined in such Act.

To consent, approve, grant permission, and otherwise perform all such functions and do any and all things that may be permitted or required by the restrictions pertaining to said condominium project.

To promote and supervise the beautification, care, maintenance, and upkeep of said condominium project.

In general, to carry out any other activity in connection with the foregoing and to have and exercise all the powers conferred by the laws of Texas upon non-profit corporations formed under the Texas Non-Profit Corporation Act and to do any and all other things hereinbefore set forth to the same extent as natural persons might or could do.

## ARTICLE V

The street address of the initial registered office of the corporation is 6250 Westpark, Suite 222, Houston, Texas 77057 and the name of its initial registered agent at such address is James B. Gentry.

## ARTICLE VI

The number of directors constituting the initial board of directors of the corporation is three (3) and the names and addresses of the persons who are to serve as the initial directors (or trustees) are:

<u>Name</u>	<u>Address</u>
James B. Gentry	6250 Westpark, Suite 222 Houston, Texas 77057
Preston L. Dodson	6250 Westpark, Suite 222 Houston, Texas 77057
Pamela Hitt Arnold	6250 Westpark, Suite 222 Houston, Texas 77057

## ARTICLE VII

The name and street address of each incorporator is:

<u>Name</u>	<u>Address</u>
James B. Gentry	6250 Westpark, Suite 222 Houston, Texas 77057
Preston L. Dodson	6250 Westpark, Suite 222 Houston, Texas 77057
Sandra W. Mincher	6250 Westpark, Suite 222 Houston, Texas 77057

## ARTICLE VIII

The corporation may have one or more classes of members, the designation of such class or classes, the manner of election and appointment, and the qualifications and rights of the members of each class shall be set forth in the by-laws of the Corporation, and in the "Declaration" (as that term is used in the aforesaid Texas Condominium Act) whereby Le Jardin Townhomes is established as a condominium regime.

IN WITNESS WHEREOF, we have hereunto set our names, this  
13th day of June, 1977.

James B. Gentry  
James B. Gentry

Preston L. Dodson  
Preston L. Dodson

Sandra W. Mincher  
Sandra W. Mincher

529-98-1765

THE STATE OF TEXAS:

COUNTY OF HARRIS:

I, TRUDY W. GUDRY, a Notary Public, do hereby certify that on this 13<sup>th</sup> day of June, 1977, personally appeared before me, JAMES B. GENTRY, PRESTON L. DODSON, SANDRA W. MINCHER, 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.

Trudy W. Gudry  
Notary Public in and for  
Harris County, Texas

My commission expires: 9/30/79

ANY PROVISION HEREIN WHICH ATTEMPTS TO IMPOSE THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED UNDER FEDERAL LAW  
THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I hereby certify that this instrument was filed in File Number \_\_\_\_\_ on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JAN 3 2000



Barney A. Johnson  
COUNTY CLERK  
HARRIS COUNTY TEXAS

FILED  
JAN 3 3 PM 4:28  
HARRIS COUNTY CLERK  
HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.