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CONDOMINIUM DECLARATIONS
LE JARDIN TOWNHOMES

THE STATE OF TEXAS:

COUNTY OF HARRIS:

KNOW ALL MEN BY THESE PRESENTS:

THAT, GENTRY ENTERPRISES, INC., being the owner of that certain tract of real property situated in Harris County, Texas and being more particularly described on Exhibit "A" attached hereto, together with all improvements thereon, and being desirous of submitting such land and improvements to a condominium regime pursuant to the provisions of Article 1501a of the Texas Revised Civil Statutes, does hereby establish and declare, in accordance with the terms hereinafter set forth, a condominium regime upon such land and improvements.

ARTICLE 1

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meaning indicated:

- 1. **Apartment** shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a building, which enclosed space is not owned in common with the owners of other Apartments in the Project. The boundaries of an Apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the Building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such Apartment or not. There are 44 Apartments in the Project, as designated on the Plat (the "Plat") attached hereto as Exhibit "B".
- 2. **Association** shall mean Le Jardin Townhomes Owners' Association, Inc., a Texas non-profit corporation to be created after the date hereof, the Members of which shall be the owners of Apartments within the Project. The term "Association" shall have the same meaning as the term "Council of Co-Owners" in the Act.
- 3. **Act** shall mean the Texas condominium Act as set forth in Article 1501a of the Texas Revised Civil Statutes, as amended from time to time.
- 4. **Board** shall mean the Board of Directors of the Association.

5. **Buildings** shall mean the buildings situated on the Land, all as more particularly described on Exhibit "A" hereto.

6. **Bylaws** shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

7. **Common Elements** shall mean the Land, Buildings, and all other improvements located on the Land, except for those portions herein defined as Apartments or as Limited Common Elements. Without limiting in any way the generality of the foregoing, the Common Elements shall include those items defined as "General Common Elements" in the Act including foundations, bearing walls and columns, roofs, halls, lobbies, stairways, entrances, exits, communication ways, swimming pools, and club rooms, if any, managerial offices and apartments, mail rooms, areas used for storage of janitorial supplies, maintenance equipment and materials, guard posts, driveways, all parking spaces shown on the Plat that are not designated on Exhibit "B" as being assigned to a specific Apartment, and in general all apparatus and installations existing for common use, or necessary or convenient to the operation, maintenance, and use of the Project as a condominium.

8. **Developer** shall mean Gentry Enterprises, Inc. and any successor or affiliate entities, provided each successor or assigns are designated in writing by the preceding Developer as such.

9. **Land** shall mean the real property described on Exhibit "A" hereto.

10. **Limited Common Elements** shall mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other such Owners, such Limited Common Elements being more particularly designated on Exhibit "B" hereto and being the balconies, patios, and Parking Areas. Patios are designated by the prefix "P" followed by the number of the Apartment to which they are assigned, and balconies are designated by the prefix "B" followed by the number of the Apartment to which they are assigned.

11. **Maintenance Expense Charge** shall mean the assessment levied for management and operation of the Project and for repairs, maintenance, insuring, and operation of the Common Elements and Limited Common Elements (including reserves for replacement).

12. **Maintenance Fund** shall mean any accumulation of the Maintenance Expense Charges collected by the Association for the continued maintenance, repair, and operation of the Project.

13. **Member** shall mean a member of the Association, as more particularly described in Article 3 hereof.

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14. **Mortgage** shall mean a security interest, mortgage, or lien granted by an Owner in and to, or against, an Apartment to secure the repayment of a loan, and duly filed for record in the Office of the County Clerk of Harris County, Texas.

15. **Mortgagee** shall mean the person who holds a mortgage as security for repayment of a debt.

16. **Owner** shall mean any person, firm, corporation, or other entity which owns, of record, title to an Apartment in the Project.

17. **Parking Areas** shall mean the Limited Common Elements designated as parking areas and assigned to individual Apartments as shown on

18. **Percentage Interest** shall mean the undivided interest in and to the Common Elements and Limited Common Elements associated with and appurtenant to each Apartment as set forth on the Plat. On the Plat, the abbreviation P.I. is used for "Percentage Interest".

19. **Project** shall mean the Land, the Buildings, the Apartments, the Limited Common Elements, and the Common Elements, the use of the term "Project" herein being designed and intended to refer to the entire condominium regime hereby established.

20. **Rules and Regulations** shall mean the rules adopted from time to time by the Association concerning the management and administration of the Project for the use and enjoyment of the Owners. The initial set of Rules and Regulations shall be promulgated by the Developer, and a copy of such Initial Rules and Regulations are attached hereto as Exhibit "D".

21. **Trust Agreement** shall mean a trust agreement relating to the holding and disbursement of any insurance proceeds received in respect of the insurance policies obtained by the Association in accordance with this Declaration, in substantially the form attached hereto as Exhibit "E".

ARTICLE 2

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. **Use Restrictions.** Each Owner shall use his Apartment solely for residential purposes, and no business, professional, or other commercial activity of any type shall be operated from or out of any Apartment, Common Element, or Limited Common Element. No Owner shall use nor permit such Owner's Apartment nor any Common Element nor any Limited Common Element to be used for any purpose which would void any insurance in force with respect to the Project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including

the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the Project by other Owners. No animal, other than normal household pets that weigh less than twenty-five (25) pounds shall be permitted on the Project.

Section 2. **Decoration, Maintenance, Alteration, and Repairs.**

(a) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any Apartment, or to take any such action with respect to the interior or exterior of any of the Common Elements or the Limited Common Elements.

(b) Each Owner shall have the right to modify, alter, repair, decorate, redecorate, or improve the interior of such Owner's Apartment, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the Buildings or any Limited Common Elements or Common Element, and provided that all such action is performed in a good and workmanlike manner.

(c) Each Owner shall maintain such Owner's Apartment (including the portions thereof which are not located within the physical boundaries of the Apartment) in good order and repair at all times. If any Owner shall fail to so maintain an Apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such Apartment in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association, payable on demand, and payment thereof shall be secured in the same manner as for Maintenance Expense Charges as set out in Article 4, Section 5 hereof.

(d) The patios, balconies, and Parking Areas, designated as Limited Common Elements on Exhibit "B" attached hereto, as well as all other Limited Common Elements, and the Common Elements shall be maintained by the Association; the owner of any Apartment as to which any Limited Common Elements are appurtenant shall have no right to modify, alter, repair, decorate, redecorate, improve, or take any other similar action with respect to such Limited Common Elements, it being the obligation of the Association under this Declaration to maintain such Limited Common Elements in a uniform and attractive manner for the benefit of all Owners.

Section 3. **Resements.**

(a) The physical boundaries of the Apartments, the Common Elements, and the Limited Common Elements as they are set out on Exhibit "B" hereto shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising or other movement of the Buildings or the Land, and regardless of any variances actually existing

on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any such variances, settling, rising, or other movement, and such easement shall exist so long as the Project exists as a condominium regime pursuant to the Act.

(b) There is hereby granted to each Owner an easement in and to that portion of the Common Elements or Limited Common Elements that is occupied by any part of an Owner's Apartment that is not contained within the physical boundaries of such Apartment. Without limiting the generality of the foregoing, such easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only one Apartment.

Section 4. Parking Spaces; Storage Areas. Parking Spaces and Storage Spaces shall be Limited Common Elements limited to the exclusive use of the Owner to which such areas are assigned by the Plat. The Parking Space or Parking Spaces and the Storage Space or Storage Spaces so assigned to any Apartment shall be specified in the instrument of conveyance conveying the Apartment to its initial Owner. Thereafter, such Parking Spaces and Storage Spaces shall be deemed appurtenant to such Apartment, and shall be deemed to be transferred with any conveyance of such Apartment, unless an instrument specifically indicating the conveyance of either a Parking Space or Storage Space by the Owner thereof to another Owner is duly recorded in the Office of the Clerk of Harris County, Texas. Notwithstanding the right of exclusive use granted to any Parking Space or Storage Area in connection with the conveyance of an Apartment, such areas shall remain Limited Common Elements and shall be maintained by and remain subject to the control of the Association. No Owner shall have any right to convey a Parking Space or Storage Space to any party who is not an Owner, and any such attempted conveyance shall be void, and title of such Parking Space or Storage Space shall revert to the Association.

ARTICLE 3

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the Bylaws and in the Rules and Regulations.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, however achieved including without limitation by foreclosure or a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there

are one or more Owners of an Apartment, then such Owners shall designate one of their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written Notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors, Election of First Board. The Initial Board of Directors of the Association shall be Ben Gentry, Preston L. Dodson, and Pamela Hit Arnold or others appointed by Developer concurrently with the recordation of this Declaration. Such Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Elections of the first Board of Directors shall be held upon the earlier to occur of (4) January 1, 1979, or (4) within sixty (60) days after Developer has conveyed, by deeds duly executed and recorded thirty-five (35) of the Apartments (the "Election Date"). Thereafter, elections shall be held as set forth in the Bylaws.

Section 4. Meetings of Boards of Directors. The Board of Directors shall meet as set forth in the Bylaws.

Section 5. Voting of Members. Each Member, including Developer, shall have a vote or votes in the Association according to the Percentage Interest appurtenant to the Apartment or Apartments owned by such Member as shown on Exhibit "B".

ARTICLE 4

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses and administration of the Project and the maintenance and operation of the Common Elements and the Limited Common Elements which portion shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereinafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the Common Elements or any Limited Common Elements, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations.

Section 2. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, the Initial Board shall meet and establish a budget for the operation and maintenance of the Project for that calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses

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retained, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, upon ten (10) days prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

(a) The Association may restrict the rights of such nonpaying Owner to use the Common Elements and Limited Common Elements in such manner as the Association deems fit or appropriate;

(b) The Association may cut off any utilities furnished through use of any part of the Common Elements or Limited Common Elements to the Apartment owned by such nonpaying Owner;

(c) The Association may upon ten (10) days' written notice purchase from such nonpaying Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such nonpaying Owner's Apartment at a purchase price equal to the price at which such Owner originally purchased the Apartment less the amount of the unpaid portion of the Maintenance Expense Charge giving rise to such option (said option being expressly subordinate to any mortgage on such nonpaying Owner's Apartment); and

(e) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 6. Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

Section 7. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit, and welfare of the Project and the Owners.

Section 8. Utility Bills. Cost of electricity, gas, water and sewerage disposal for each owner shall be billed to the Association and shall be paid for out of the Maintenance Fund provided for herein. Notwithstanding the foregoing the Association reserves the right to "submeter" for each individual Apartment any or all utilities that are billed on a single meter

which the Association will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and reserves for maintenance, repairs, and replacements to Common Elements and Limited Common Elements. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the Common Elements and Limited Common Elements for all allowances for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such Owner.

Section 3. Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common element components and fund the same by regular monthly payments rather than by extraordinary special assessments.

Section 4. Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the Common Elements and Limited Common Elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss of any part of the Common Elements or Limited Common Elements, or to make up for any deficiencies caused by nonpayment of Maintenance Expense Charges by Owners. Prior to the Election Date special assessments may be assessed by the Board. After the Election Date no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association. Any such special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 5. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum thereafter until paid. In order to secure payment of the Maintenance Expense Charge, the vendor's lien and superior title to each Apartment shall be and is hereby reserved to the Association, which lien shall be enforceable through appropriate judicial proceedings by the Association. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any mortgage. In addition to the lien hereby

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for the project. Thereafter each owner shall pay directly to the Association the cost and expense for such utilities that are used or consumed by him. Such payments shall be in addition to the maintenance expense charges assessed against each owner and collection thereof shall be enforceable in the same manner as provided in Article 4, Section 5 for the payment of maintenance expense charges. The cost of "submetering" each individual apartment shall be an expense of the Association and shall be paid for out of the Maintenance Fund provided for herein.

ARTICLE 5

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

(a) Insurance on the Buildings (including Apartments), Common Elements, and Limited Common Elements against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Texas, with such endorsements as the Board deems advisable, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost thereof. The full insurable replacement cost of the Buildings (including Apartments), Common Elements, and Limited Common Elements shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) Insurance on the Buildings (including Apartments) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels, and pressure pipes installed in, on, or about said Building.

(c) Comprehensive general liability insurance against claims for personal injury or death (minimum coverage of \$1,000,000) or property damage (minimum coverage of \$200,000) suffered by the public or any Owner, the family, agent, employee, or invitee of any Owner, occurring in, on, or about the Project upon, in, or about the buildings, structures, roads, roadways, walkways, and passageways, on or adjoining the Project. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her, or their action or actions against another named insured.

(d) Such workman's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance.

(f) Fidelity bonds (minimum coverage of \$5,000.00 per occurrence) indemnifying the Association, the Board, and the Owners from loss of funds resulting from fraudulent or

dishonest acts of any employee of the Association or of any other person handling the funds of the Association.

(g) Director's and Officer's liability insurance for the directors and officers of the Association against any liability asserted against any such party, or incurred by such party in such capacity, or arising out of such party's status as a director or officer.

(h) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Section 2. Policies. All insurance provided for in this Article shall be effected with responsible insurers authorized to do business in the State of Texas. All such policies of insurance shall name as insured the Association, as Trustee for each Owner in accordance with such Owner's Percentage Interest, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to Apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 5 shall be held and disbursed by a bank named by the Board, as Trustee in accordance with, the Trust Agreement.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Texas, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his Apartment and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

ARTICLE 6

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

(a) In the event of a fire or other casualty causing damage or destruction to the Buildings, the Board shall determine whether such loss comprises more than two-thirds of

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the Buildings. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds of the cost of reconstructing all Buildings as they existed immediately prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds of the Buildings, unless otherwise unanimously agreed to by the Owners, the Buildings, shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty comprises the whole or more than two-thirds of the Buildings, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered in accordance with the provisions of the Trust Agreement, and the condominium regime established by this Declaration shall terminate. Upon such termination, the Apartments, Common Elements, and Limited Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding.

(a) If it is determined that the Buildings shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid and held in accordance with the provisions of the Trust Agreement. The Board shall thereupon contract to repair or rebuild the damaged portions of all Buildings, Common Elements, Limited Common Elements, and Apartments in accordance with the original plans and specifications therefor and the funds pursuant to the Trust Agreement shall be used for this purpose and disbursed in accordance with the terms of the contract of repair and rebuilding and the Trust Agreement.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to their Percentage Interests. Such special assessments shall not require the consent of the Members notwithstanding the provisions of Section 4 of Article 4 hereinabove. If any Owner shall fail to pay such special assessments when due, the Board may make up the deficiency by payment from the Maintenance Fund. Payment of such assessments shall be enforced as provided for in Section 5 of Article 4 hereinabove.

Section 3. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair, and replacement of all personal and other property in or part of his Apartment and which is not a Common Element or Limited Common Element.

Section 4. Indemnity of Association. Each Owner shall be responsible for any costs not otherwise covered by insurance carried by the Association and caused by such Owner's negligence or misuse or by the negligence or misuse of his

immediate family, or his agents or employees in the course of their duties, and shall, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all other Owners against any such costs.

ARTICLE 7

EMINENT DOMAIN

Section 1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Owner shall be entitled to participate in proceedings, eminent domain, or by any other similar power. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne by the Maintenance Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 2. Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, or any Limited Common Elements that are not exclusively limited to the use of the Owner of one Apartment (hereafter in this Section 2 of Article 7, only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements or Limited Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements or such Limited Common Elements so taken or damaged.

Section 3. Taking of Less than Two-Thirds of Apartments and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Apartments or those Limited Common Elements reserved for the exclusive use of the Owner of one Apartment (hereafter in this Section 3 of Article 7, only, all references to Limited Common Elements shall be deemed to be references only to such Limited Common Elements), or both, then the damages and awards for such taking and the payment thereof shall be determined in accordance with the following:

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(a) The Board shall determine which of the Apartments damaged by such taking may be made tenable and which Limited Common Elements may be made usable for the purposes set forth in this Declaration.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Apartments and Limited Common Elements (including those which may be made tenable or usable) in the manner provided in this Declaration.

(c) If the Board determines that it is not reasonably practicable to operate such remaining Apartments and Limited Common Elements, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests, and the condominium regime hereby established shall terminate.

(d) If the Board determines that it will be reasonably practicable to operate such remaining Apartments and Limited Common Elements, then the damages and awards made with respect to each Apartment and Limited Common Element which has been determined to be capable of being made tenable or usable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Apartments which are being repaired or reconstructed so as to be made tenable and against those Owners who have the exclusive right of use of the Limited Common Elements being made usable. With respect to those Apartments and Limited Common Elements which may be made tenable or usable, the award made with respect thereto shall be paid to the Owner who owns such Apartment or has the exclusive right of use of the Limited Common Elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such Apartments and Limited Common Elements, if any, shall become a part of the Common Elements and the repair and use thereof shall be determined by the Board. Those Apartments which may not be made tenable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining Apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners. After making such adjustments the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each Apartment to be duly recorded.

Section 4. Taking in Excess of Two-Thirds of Apartments and Limited Common Elements Subject to Exclusive Use. If the entire Project is taken, or two-thirds of the Apartments and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), or their mortgagees, as their interests may appear, in proportion to their Percentage Interests and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the Apartments, Common Elements, and Limited Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests.

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ARTICLE 9

MAINTENANCE AND REPAIRS

Section 1. Definition. In addition to the maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each building which is subject to assessment hereunder as follows: paint, repair, replace (but not in the event of fire or other casualty loss normally covered by insurance on the premises) and the care for roofs, gutters and downspouts, if any, exterior building surfaces, fences, trees, shrubs, grass, walks, water distribution system owned by the Association, and other exterior improvements. Such exterior maintenance shall not include: glass surfaces, enclosed patio areas, if any, windows and doors and their fixtures or hardware, landscaping installed by owner, if any, exterior light fixtures operated from a residence, air conditioning equipment, utility company meters, circuit breakers and switch panels, sewer, gas and electric power service lines.

Section 2. Owner's Maintenance. The Owner shall maintain and keep in repair the following equipment and lines located outside the residence: air conditioning compressor and condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer lines connecting the residence to the sanitary sewer collection system, electric power service conductors from the exterior of the building to the point of connecting the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the building plot but not maintained by the gas and/or telephone companies; provided, however, that any lines, pipes, wires, conduits or systems running through a residence which serves one or more other residences and which are not maintained by any utility company, shall be operated, repaired and maintained by the Association, and shall not be disturbed or relocated by an Owner without the written consent and approval of Declarant or Association.

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which would adversely affect the other residences or their Owners.

Section 3. Neglect of Owner. In the event the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, invitees, employees, or agents, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Apartment unit is subject.

Section 4. Authority of Association. In the event an Owner is responsible for certain exterior maintenance as set forth in the Rules and Regulations of the Association and such Owner shall fail to maintain the premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Apartment unit and to repair, maintain, and restore the Apartment unit and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such building plot is subject.

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Section 5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Apartment; secondly, to amounts due under any Mortgage; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the Apartment; and finally to the Owner of such Apartment.

ARTICLE 8

AMENDMENTS TO DECLARATION; BYLAWS

Section 1. General Provision. Except as otherwise provided by law, after the Election Date, the provisions hereof may be amended by an instrument in writing, signed by Members having not less than two-thirds of the votes in the Association entitled to vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Harris County, Texas. Developer reserves the right to amend the provisions hereof at any time, and from time to time, prior to the Election Date. The Bylaws of the Association may be amended as therein set forth.

Section 2. Mortgage Protections. Notwithstanding Section 1 above, unless at least seventy-five percent (75%) of the Mortgagees, based on one vote for one Mortgagee, or Owners (excepting the Developer) of the apartment have given prior written approval neither the Owners nor the Association shall be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium regime; or
- (b) change the pro rata interest or obligations of any apartment for:
 - (i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (ii) determining the pro rata share of ownership of each Apartment in the Common Elements, or
 - (iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or for granting public utility easements, or
 - (iv) partition or subdivide any condominium unit.
- (c) use hazard insurance proceeds for losses to any condominium property (whether to units or to Common Elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or Common Elements of the condominium project.

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ARTICLE 10

RESTRICTIONS ON LEASING OF APARTMENTS

No Owner shall have any right to lease or sublet such Owner's Apartment, other than in accordance with the provisions of this Article 10; provided however, the provisions of this Article 10 shall not apply to Developer or any general or limited partner of Developer, nor shall they apply to any Mortgagee who obtains the ownership of an Apartment pursuant to remedies provided in a Mortgage, or foreclosure thereof, or deed or assignment in lieu of foreclosure. If any Owner, other than those exempted from the operation of this Article 10 by the immediately preceding sentence, shall desire to lease or sublet such Owner's Apartment, the Owner shall first give written notice thereof to the Board, which notice shall set forth the terms and provisions of the proposed lease agreement and shall include a copy of the written lease proposed to be entered into. Within fifteen (15) days of the receipt of such notice, the Board shall either approve or disapprove the proposed lease agreement, and in the event of such Board disapproval, such Owner shall have no right to lease or rent the Apartment in question pursuant to such proposed lease agreement, and any such attempted lease shall be void and of no force and effect. The Association may resort to any remedies available to it, including a proceeding in forcible entry and detainer and the remedies set out in Section 5 of Article 4 hereinabove, to enforce provisions of this Article 10. The Board, in no event, shall unreasonably withhold its approval of any proposed lease agreement; however, should the Board find that the proposed tenant has a poor credit rating, has received poor references from prior landlords, or if the Board determines that the term of the lease is not adequate, or that the security deposit required thereunder is not adequate to protect the interests of the other Owners in maintaining the integrity of the Project, the Board may refuse to approve such lease agreement. The foregoing list is illustrative only, and is not an exclusive listing of possible grounds for the withholding of approval of a proposed lease agreement by the Board. In any event, no lease agreement shall be entered into unless and until the proposed tenant thereunder had deposited with the Association a good and sufficient security deposit to cover the portion of the Maintenance Expense Charge attributable to such Apartment. The amount of such security deposit shall be set by the Board in a reasonable amount to protect the Association and the other Owners, due regard being given to the credit worthiness of the proposed tenant, the length of the term of the proposed lease, and such other factors as the Board may determine. Nothing in this Article 10 shall be deemed to, construed as, or used in any way to discriminate against any person on the account of race, color, creed, or religion.

ARTICLE 11

MISCELLANEOUS

Section 1. Partition. The Common Elements and Limited Common Elements shall remain undivided and shall not be subject to an action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such

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partition may be effected until consent is had from all Mortgagees or all Mortgagees are paid in full.

Section 2. Severability. In the event of the invalidity or partial invalidity or unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof.

Section 4. Covenant Running with Land. Subject to change according to Article 8, Section 1, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors, and assigns.

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the Common Elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an Apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 6. Exhibits. Exhibits "A" through and including "D" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

Section 7. Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Association. Further, upon written request, any Mortgagee shall be entitled, with respect to any Apartment as to which it has a Mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws.

Section 8. Limitation on Contract Term. Any contract made by the Association for professional management, or providing for services by the Developer, shall be terminable on ninety days' written notice and shall have a maximum term of no more than three years.

Section 9. Mortgagee's Liability for Unpaid Dues. Any first Mortgagee who obtains title to the Condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the Mortgagee.

Section 10. Rights of First Refusal. In the event any Owner of a condominium unit shall wish to sell, lease or rent a

condominium unit Le Jardin Townhomes Owners' Association, Inc. shall have the right of first refusal, which right, along with the procedures for any such sale or transfer, shall be exercised in accordance with the provisions of the Condominium Bylaws. Notwithstanding anything contained herein to the contrary, any first Mortgagee of a condominium unit which shall obtain title to such unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure will be exempt from any "right of first refusal" contained herein.

Section 11. Notice to FHLBC. The condominium home owners association shall give the FHLBC notice in care of the Servicing Mortgagees at the Servicer's address in writing or any loss to, or taking of, the common elements of the condominium project if such loss or taking exceeds \$10,000.00 or damage to a condominium unit covered by a mortgage purchased in whole or in part by FHLBC exceeds \$1,000.00.

EXECUTED THIS 28th day of September, 1977.

LE JARDIN TOWNHOMES

J. B. Gentry, President
Gentry Enterprises, Inc. /bc

THE STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared JAMES B. GENTRY, President of Gentry Enterprises, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Gentry Enterprises, Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 28th day of September, 1977.

Notary Public in and For
Harris County, Texas
My commission expires: 1-22-78

LE JARDIN TOWNHOMES CONDOMINIUM
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AMENDMENT

CONDOMINIUM DECLARATIONS FOR LE JARDIN

William F. Little, Beatrice Myers Fox and Paul S. Lewis and wife, Donna C. Lewis, the Lien Holders join into the execution hereof for the purpose of subordinating all of the liens held by it against the properties unto these presents, and do hereby consent and agree to the imposition of the foregoing reservations, restrictions, covenants and conditions; and William F. Little, Beatrice Myers Fox and Paul S. Lewis and wife, Donna C. Lewis, hereby agree that a foreclosure shall not effect such reservations, restrictions, covenants and conditions.

EXECUTED this 28th day of September, 1977.

William F. Little

Beatrice Myers Fox

Paul S. Lewis

Donna C. Lewis

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared William F. Little, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th day of September, 1977.

Notary Public in and For
Harris County, Texas
My commission expires: 12-30-78

STATE OF TEXAS I
COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Beatrice Myers Fox, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th day of September, 1977.

Notary Public in and For
Harris County, Texas
My commission expires: 12-30-78

EXHIBIT "A"

STATE OF TEXAS I
 COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Paul C. Lewis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of September, 1977.

Paul C. Lewis
 Notary Public in and for
 Harris County, Texas

My commission expires:
 1-29-78

STATE OF TEXAS I
 COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day personally appeared Donna C. Lewis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of September, 1977.

Donna C. Lewis
 Notary Public in and for
 Harris County, Texas

My commission expires:

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

Being a 1.5809 Acre tract of land, said tract also being the North 230 feet of the South 450 feet of lot B (or lot 8C), 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 notes 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° 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 04° 58' 51" West a distance of 299.59 feet to a point;

THENCE North 04° 56' 52" East a distance of 299.55 feet to a point;

THENCE South 85° 04' 04" East a distance of 299.50 feet to a point, said point being in the west R.O.W. line of said Rampart Avenue;

THENCE South 05° 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

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EXHIBIT "B"

EXHIBIT "B"

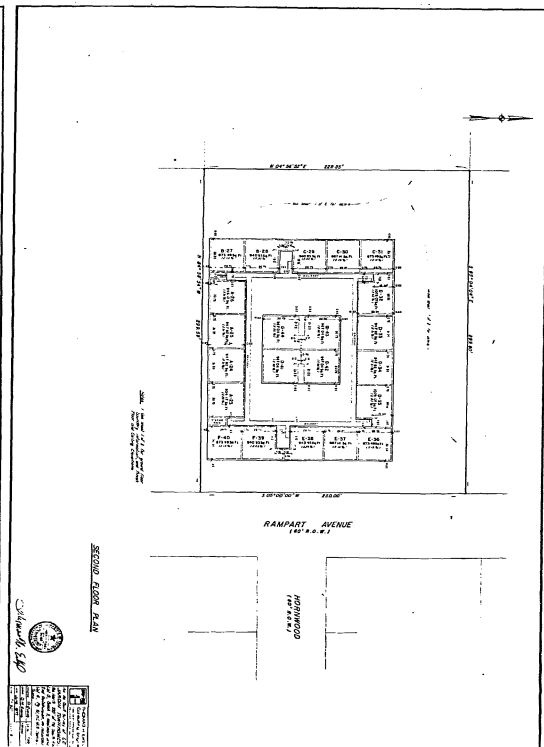
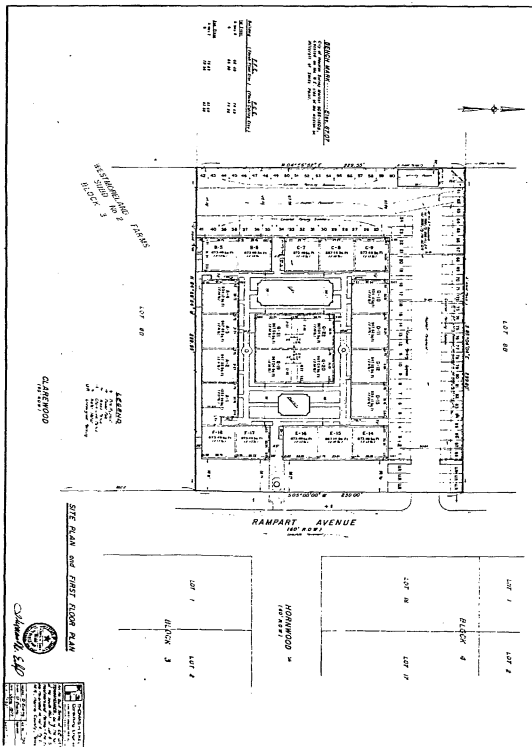


EXHIBIT "B"

Building	Unit	Parking	Type	Sq. Ft.	Ownership Interest
A	1	5 & 84	2Bdr	1052.89	2.57%
A	2	32 & 51	2Bdr	947.82	2.31%
A	3	34 & 49	2Bdr	947.82	2.31%
A	4	36 & 47	2Bdr	934.17	2.28%
B	5	38 & 45	2Bdr	934.17	2.13%
B	6	39 & 44	2Bdr	873.49	2.13%
C	7	26 & 57	2Bdr	873.49	2.13%
C	8	25 & 58	2Bdr	887.14	2.16%
C	9	23 & 66	2Bdr	873.49	2.13%
D	10	19 & 70	2Bdr	934.17	2.28%
D	11	17 & 72	2Bdr	947.82	2.31%
D	12	15 & 74	2Bdr	947.82	2.31%
D	13	13 & 76	2Bdr	934.17	2.28%
E	14	11 & 78	2Bdr	873.49	2.13%
E	15	9 & 80	2Bdr	887.14	2.16%
E	16	7 & 82	2Bdr	873.49	2.13%
F	17	3 & 86	2Bdr	873.49	2.13%
F	18	1 & 88	2Bdr	873.49	2.13%
G	19	30 & 53	2Bdr	967.04	2.36%
G	20	21 & 58	2Bdr	967.04	2.36%
G	21	29 & 54	2Bdr	967.04	2.36%
G	22	28 & 55	2Bdr	967.04	2.36%
TOTAL				20,277.04	49.45%

SECOND FLOOR

A	23	6 & 83	2Bdr	934.17	2.28%
A	24	33 & 50	2Bdr	947.82	2.31%
A	25	35 & 48	2Bdr	947.82	2.31%
A	26	37 & 46	2Bdr	946.17	2.31%
B	27	42 & 41	2Bdr	873.49	2.13%
B	28	40 & 43	2Bdr	940.93	2.30%
C	29	27 & 56	2Bdr	887.14	2.16%
C	30	59 & 60	2Bdr	873.49	2.13%
C	31	24 & 65	2Bdr	947.82	2.31%
D	32	20 & 69	2Bdr	1075.07	2.53%
D	33	18 & 71	2Bdr	947.82	2.31%
D	34	16 & 73	2Bdr	947.82	2.31%
D	35	14 & 75	2Bdr	1075.07	2.53%
E	36	12 & 77	2Bdr	873.49	2.13%
E	37	10 & 79	2Bdr	887.14	2.16%
E	38	8 & 81	2Bdr	940.93	2.29%
F	39	4 & 85	2Bdr	940.93	2.29%
F	40	2 & 87	2Bdr	873.49	2.13%
G	41	21 & 52	2Bdr	967.04	2.36%
G	42	22 & 67	2Bdr	967.04	2.36%
G	43	62 & 61	2Bdr	967.04	2.36%
G	44	63 & 64	2Bdr	967.04	2.36%
TOTAL				20,721.88	50.55%

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.

LE JARDIN TOWNHOMES CONDOMINIUM

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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.

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EXHIBIT "D"

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.

1. No sidewalk, driveway, parking area, public hallway, or stairway, or any other Common Area shall be obstructed in any manner, nor shall any Owner store or place or cause to be stored or placed any object in such areas.

2. Owners may place upon balconies or patios appurtenant to such Owner's Apartment patio furniture and such decorative items as such Owner may deem desirable, provided, however, that the Board shall have the right at any time to direct removal of any item which the Board determines, in its sole discretion, detracts from the general appearance from the Project.

3. No animal shall be permitted on the Project except normal household pets. No such pet shall exceed 25 pounds in weight, and there shall be allowed only two such pets per Apartment. The Board shall have the right to direct the removal of any pet which is disturbing to any other Owners in the Project. All pets must be restrained by a leash when outside of an Apartment, and no pet shall be allowed to run loose within the confines of the Project.

4. No sign, notice, or advertisement of any type shall be posted within the confines of the Project without the prior written consent of the Board.

5. No radio or television antennas shall be attached to any of the Buildings or maintained outside of an Apartment without the prior written consent of the Board.

6. Each Owner shall keep his Apartment in good order and repair.

7. Water faucets, dishwashers, garbage disposals, and similar apparatus shall not be left running for an unreasonable or unnecessary length of time.

8. Owners shall not permit their family, guests, or invitees to use parking spaces of other Owners. Vehicles not properly parked shall be subject to removal at the Owner's expense.

9. No vehicle shall be left standing in a Parking Space in a nonoperative condition, nor shall any repair work be done to vehicles in a Parking Space. No trailers, boats, structures, or out-buildings will be permitted on the Project except as may be parked or stored in an area specifically designated in writing by the Board.

10. The Common Areas are for use by all Owners. Owners will abide by the rules for recreational facilities and public facilities as posted in such areas from time to time by the Board. Such rules and regulations will be deemed to be a part of these Rules and Regulations and will be enforceable in the same manner as provided for in the Declaration hereof. These Rules and Regulations may be amended at any time, and from time to time, by the Board.

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11. In order to preserve uniformity of appearance and maintain an aesthetically pleasing regime, owners shall display only white draperies or draperies lined with white fabric in any location from which draperies are visible from the exterior of the condominium unit. The Board of Directors shall have the authority to direct removal of any draperies deemed detracting to the overall appearance of the exterior of the building.

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BENCH MARK Elev. 67.07
 City of Houston Survey Marker 5095-1808,
 Located on the N.E. side of the median on
 Hillcroft at Sands Point.

Building	F.F.E. (Finish Floor Elev.)	F.C.E. (Finish Ceiling Elev.)
1st Floor		
A thru F	66.49	74.49
G	66.58	74.58
2nd Floor		
A thru F	75.69	83.69
G	75.58	83.58

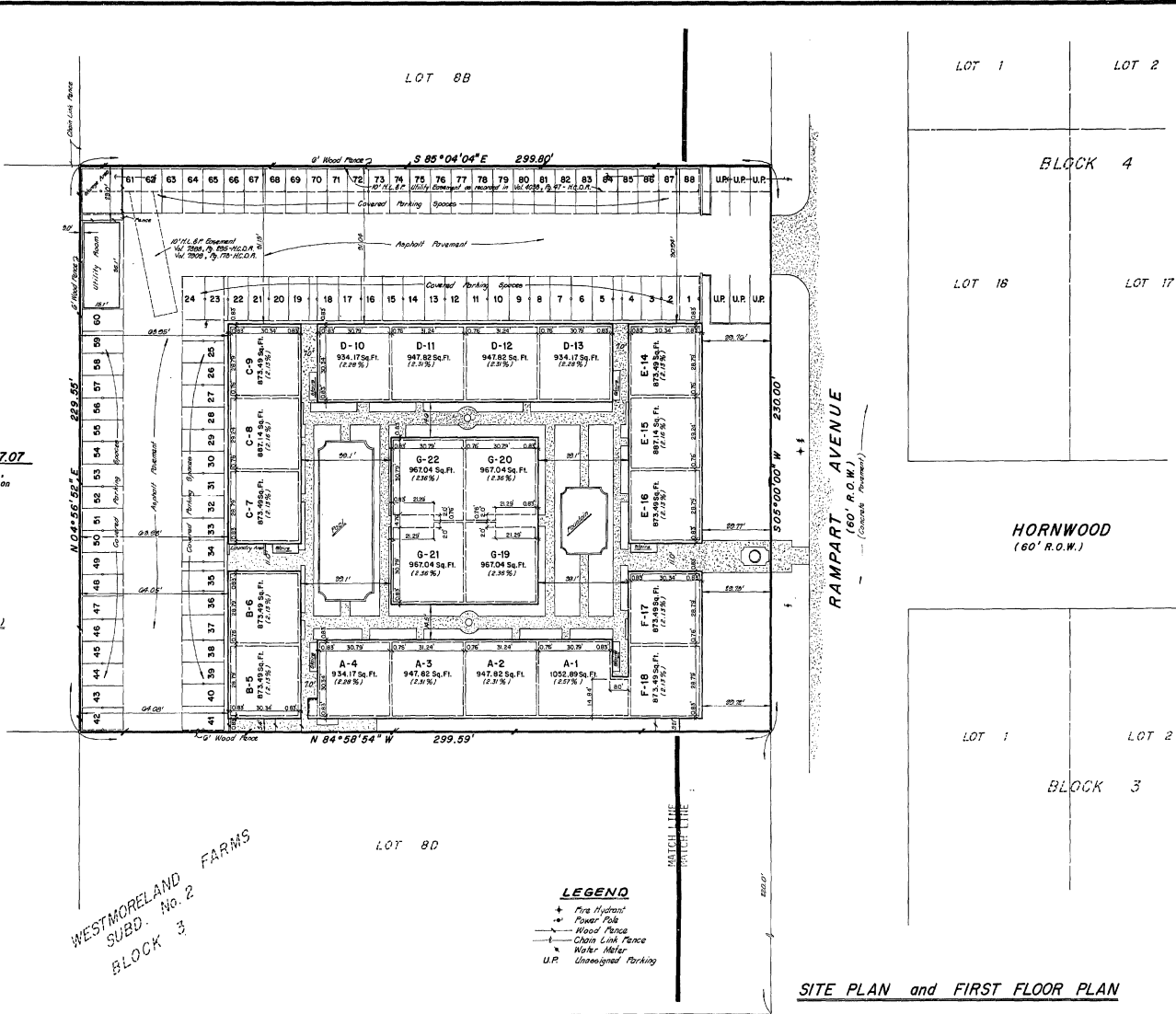
KEY MAP

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WESTMORELAND FARMS
 SUBD. No. 2
 BLOCK 3

- LEGEND**
- * Fire Hydrant
 - Power Pole
 - Wood Fence
 - Chain Link Fence
 - ⊗ Water Meter
 - U.P. Designated Parking

SITE PLAN and FIRST FLOOR PLAN



CLAREWOOD
 (60' R.O.W.)



Thomas W. Eikel

THOMAS W. EIKEL, P.E.
 Consulting Engineer
 12488
 12488
 12488

An As-Built Survey of LE JARDIN TOWNHOMES, being the North 80' of the South 150' of Lot 3, Block 3, Westmoreland Farms - 2nd Subd., as recorded in Vol. 49, Pg. 81, H.C., M.R., Harris County, Texas.

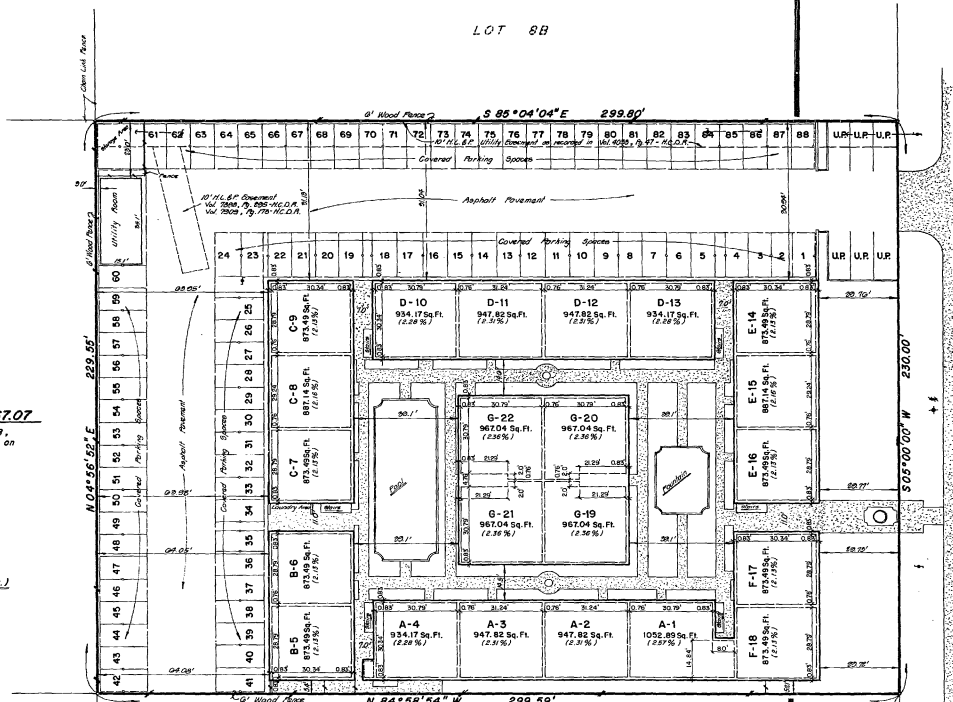
DATE	D. Evans	JOB No.	720
BY	D. Evans	RECORD	
DATE	June 1977		
SCALE	1"=20'	SHEET	1 OF 2



LOT 8B

BENCH MARK Elev. 67.07
 City of Houston Survey Marker 5055-1608,
 Located on the N.E. side of the median on
 Hillcroft at Sands Point.

Building	F.F.E. (Finish Floor Elev.)	F.C.E. (Finish Ceiling Elev.)
1st Floor		
A thru F	66.49	74.49
G	66.58	74.58
2nd Floor		
A thru F	75.69	83.69
G	75.58	83.58



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WESTMORELAND FIELDS
 SUBD. No. 2
 BLOCK 3

LOT 8D

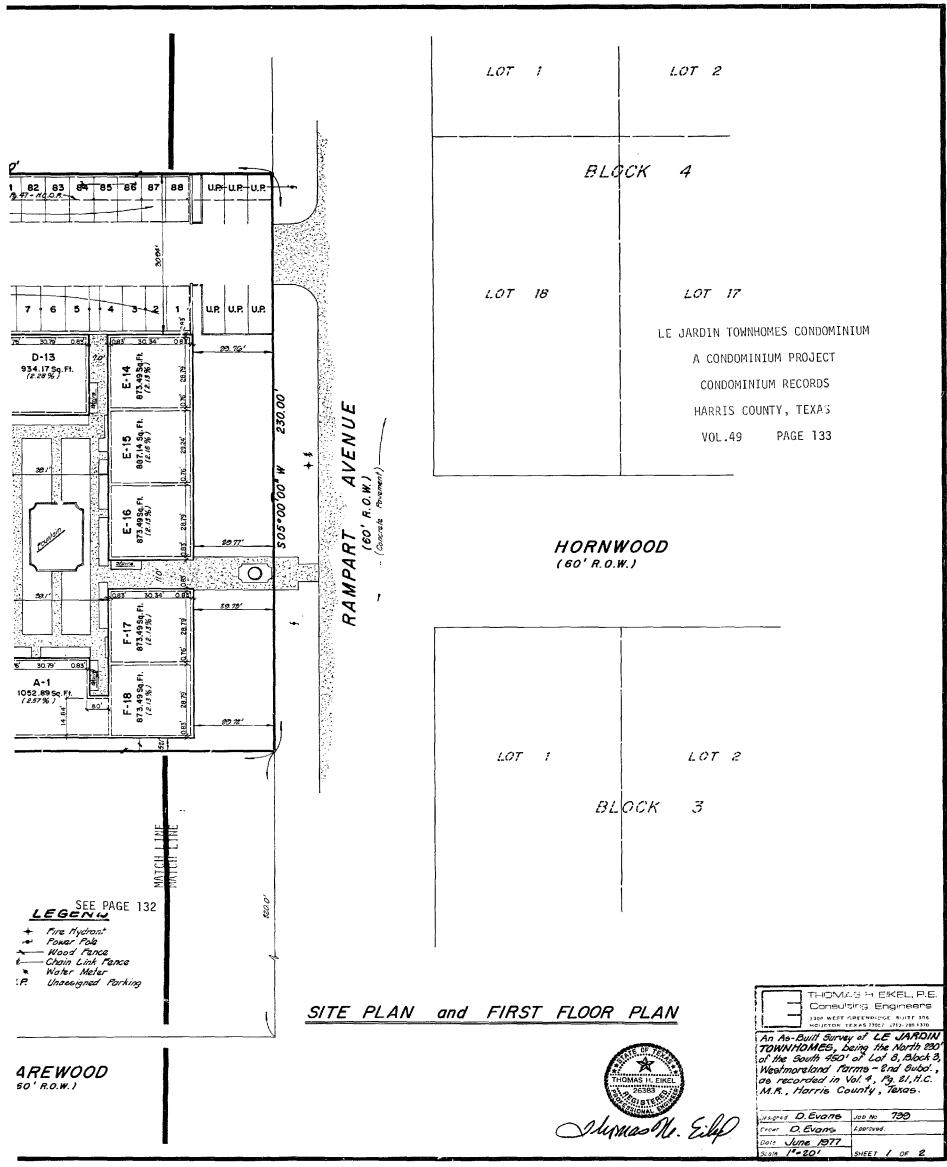
LEGEND

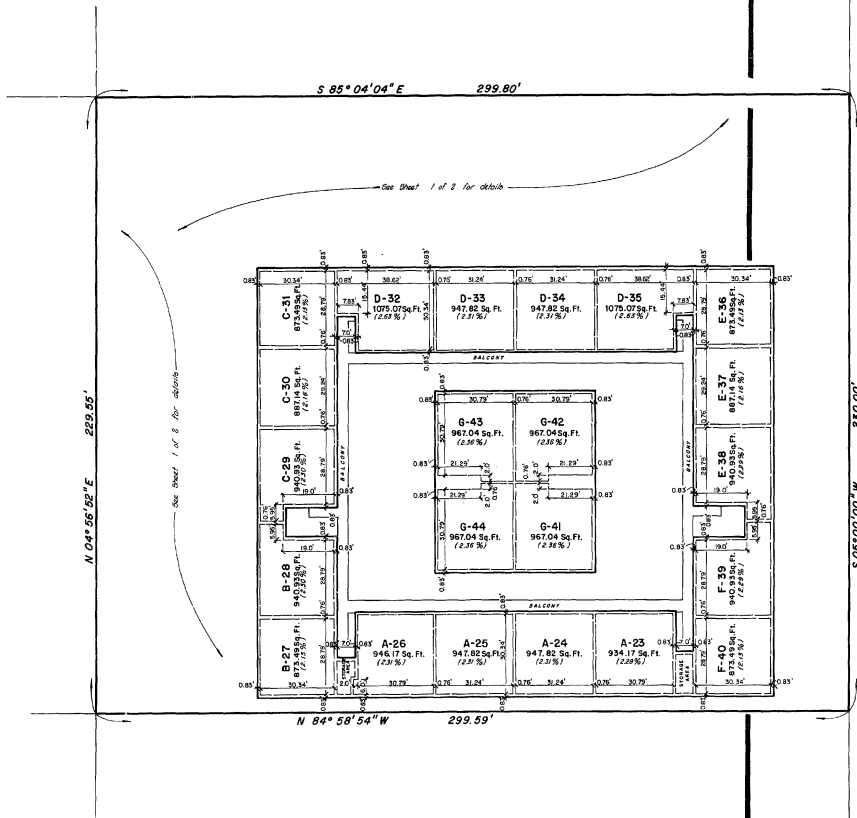
- ★ Fire Hydrant
- ⊕ Power Pole
- Blood Fence
- Chain Link Fence
- ⊕ Water Meter
- U.P. Designated Parking

SEE PAGE 133

CLAREWOOD
 (60' R.O.W.)

S17





RAMPART AVENUE
(60' R.O.W.)

HORNWOOD
(60' R.O.W.)

KEY MAP

LE JARDIN TOWNHOMES CONDOMINIUM
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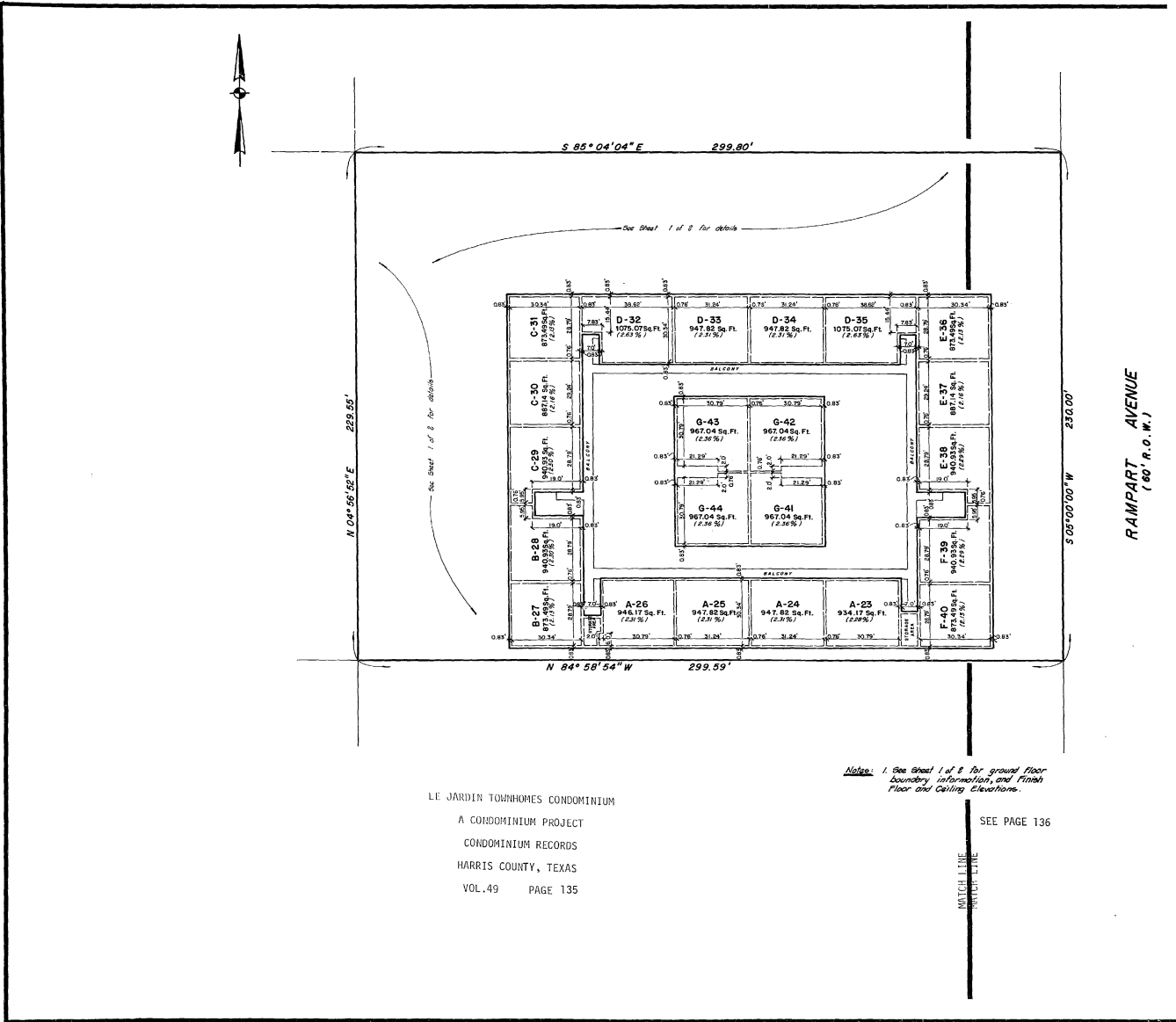
Note: 1. See Sheet 1 of 2 for ground floor boundary information and Finish Floor and Ceiling Elevations.

SECOND FLOOR PLAN



Thomas H. Ertle

THOMAS H. ERTL	Professional Engineer
25330	State of Texas
08/31/2011	Expiration Date
An As-Built Survey of LE JARDIN TOWNHOMES, Being the North 250' of the South 450' of Lot 3, Block 3, Westmoreland Farms and Subdivision, as recorded in Vol. 4, Pp. 81, H.C.M.A. Harris County, Texas.	
D. Evans	Scale 7/90
D.M. Evans	Surveyor
June 1977	
1" = 60'	SHEET 2 OF 2



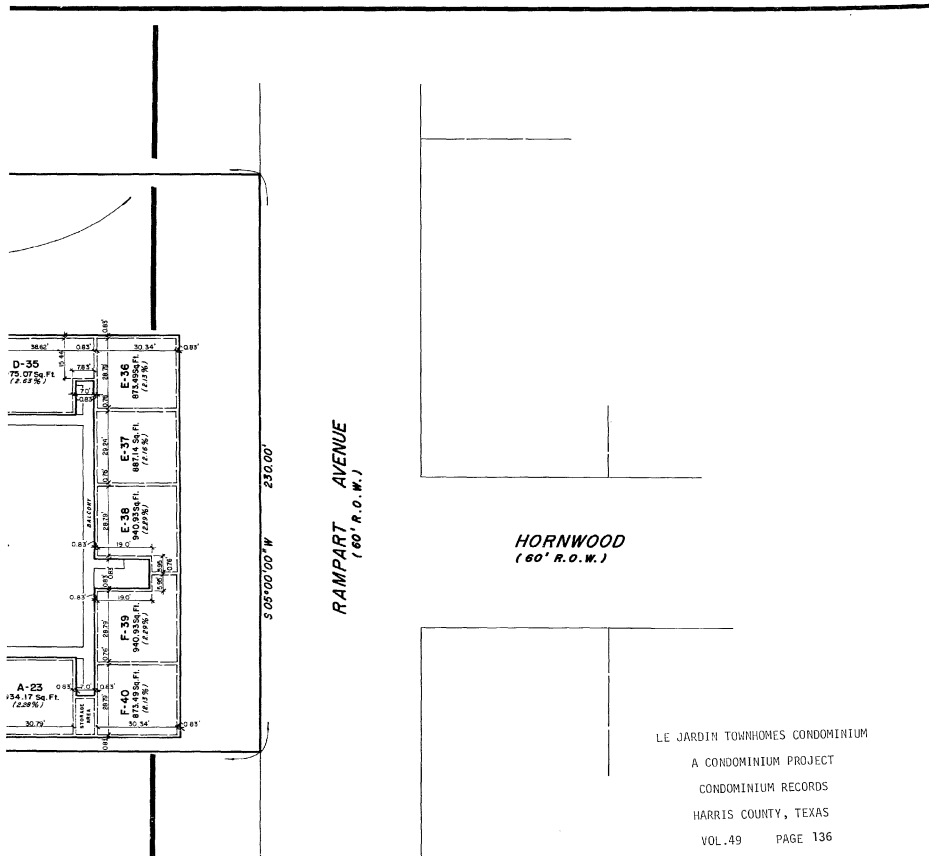
RAMPART AVENUE
(60' R.O.W.)

Notes: 1. See Sheet 1 of 2 for ground floor boundary information, and Finish Floor and Ceiling Elevations.

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SEE PAGE 136

MATCH LINE
MATCH LINE



Note: 1. See sheet 1 of 2 for ground floor boundary information and finish floor and ceiling elevations.

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SECOND FLOOR PLAN

SEE PAGE 135

STATE OF TEXAS
 COUNTY OF HARRIS
 I hereby certify that this instrument was FILED in the Public Records on the 4th day of October 1977 between by me and was duly RECORDED, in the Official Public Records of said County of Harris County, Texas on
OCT - 4 1977
Peter...
 COUNTY CLERK,
 HARRIS COUNTY, TEXAS



Thomas H. Eckel

THOMAS H. ECKEL, P.E.
 Consulting Engineers
 11111 Katy Road, Suite 100
 Houston, Texas 77058

An As-Built Survey of LE - JARDIN TOWNHOMES, being the North 200' of the South 450' of Lot 5, Block 3, Westmoreland Homes and Subdivision, as recorded in Vol. 4, Pg. 81, H.C.M.R. Harris County, Texas.

D. Evans Job No. 799
 D.M. Evans
 June 1977
 14-20' SHEET 2 OF 2