



MANAGEMENT CERTIFICATE
FOR
QUAIL VILLAGE II ASSOCIATION

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

Pursuant to the provisions of Section 209.004 of the Texas Property Code, the undersigned property owner's association hereby records this Management Certificate for Quail Village II Owner's Association.

- (1) The name of the subdivision is Quail Village II.
- (2) The name of the association is Quail Village II Owner's Association.
- (3) The recording data for the Subdivision Plat creating the Quail Village II Subdivision Development is: Recording Data Plat Records Volume 18, page 5 of Fort Bend County, Texas.
- (4) the Instrument and Recording data for the Association (Attached):
Declaration of Covenants, Conditions, and Restrictions for Quail Village II Owner's Association, filed for record as File 297212 Deed Vol 694 page 524 - 547 on 26th August, 1976 in the Real Property Records of Fort Bend County, Texas
- (5) The managing agent of record is: Paragon Property Management, LLC, PO Box 55712, Houston TX 77255-5712
- (6) the name and mailing address of Property Management agent are: Paragon Property Management, PO Box 55712, Houston TX 77255-5712,
- (7) the main contact number is 713-242-1285
- (8) The charge for providing a Resale Certificate to the Title Companies, prospective buyers, and others (pursuant to Section 207.003 of the Texas Property Code) is \$350 and the transfer fee is \$350, both payable to Paragon Property Management

(9) Attachments:

Articles of Incorporation, File 379121-1, Filed in the Office of the Secretary of State of Texas 04/13/1973

Declaration of Covenants, Conditions, and Restrictions, File 297212 Deed Vol 694 page 524 - 547, duly recorded on 08/26/1976

IN WITNESS WHEREOF, the undersigned has caused this Notice to be executed as of the date below.

ASSOCIATION:

QUAIL VILLAGE OWNERS ASSOCIATION

A Texas nonprofit corporation

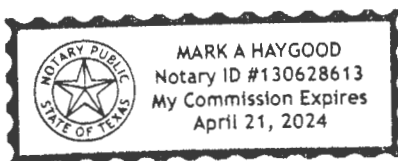
By: Dorothy Vaughton

Dorothy Vaughton, Paragon Property Management, LLC

Date: 9/12/22

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this the 12 day of September, 2022, by Dorothy Vaughton (personally known to me or produced Driver License as identification), Owner of Paragon Property Management, LLC, Managing Agent of Quail Village II Owner's Association, a Texas nonprofit corporation, on behalf of said corporation.



Mark A Haygood
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Paragon Property Management
PO Box 55712
Houston TX 77255-5712

FILED
In the Office of the
Secretary of State of Texas

APR 13 1976

James H. Nelson
Deputy Director, Corporation Division

ARTICLES FOR INCORPORATION

OF

QUAIL VILLAGE II ASSOCIATION

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 QUAIL VILLAGE II ASSOCIATION.

ARTICLE II.

The Corporation is a Non-Profit Corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The purposes for which the Corporation is organized are: To provide for maintenance, preservation, architectural control of the residential lots and common area within that certain property described as follows, to-wit:

QUAIL VILLAGE TOWNHOUSES II, a subdivision in the David Bright League in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 18, page 5 of the map records of Fort Bend County, Texas.

And to promote health, safety and welfare of the residents in the above described property for this purpose to:

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

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

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

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

(f) to participate in mergers and consolidations with other non-profit corporations organized for the purposes herein set forth or annex additional residential property and common area, provided that any such merger, consolidation or annexation, except the annexation provided for in Article X, Section 5 (a) of the Declaration shall have the written assent of 2/3 of each class of members;

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

ARTICLE V.

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI.

The Association shall have two classes of voting membership:

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

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

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) on AUGUST 1, 1976

ARTICLE VII.

The street address of the initial registered office of the corporation is 3100 Quail Village Drive, Missouri City, Texas 77459, and the name of its initial registered agent at such address is Rick E. Carlisle.

ARTICLE VIII.

The number of directors constituting the initial Board of Directors of the Corporation is five (5), and the names and addresses of the persons who are to serve as the initial Directors are:

Rick E. Carlisle	3100 Quail Village Drive Missouri City, Texas 77459
Glen Pendergrass	3100 Quail Village Drive Missouri City, Texas 77459

Damon Leonetti	3100 Quail Village Drive Missouri City, Texas 77459
Jim Mavity	3100 Quail Village Drive Missouri City, Texas 77459
Hugh F. Rives, Jr.	3110 Southwest Freeway Houston, Texas 77006

ARTICLE IX.

The name and street address of each incorporator is:

Hugh F. Rives, Jr.	3110 Southwest Freeway Houston, Texas 77006
Linda Goodson	3120 Southwest Freeway Houston, Texas 77006
Dorothy Janazck	3120 Southwest Freeway Houston, Texas 77006

ARTICLE X.

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five per cent (75%) of each class of members and seventy-five per cent (75%) of the holders of first liens on lots situated within the properties. Upon the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI.

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully-held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty per cent (150%) of its income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day
of April, A.D. 1976.

Hugh F. Rives, Jr.
HUGH F. RIVES, JR.

Linda Goodson
LINDA GOODSON

Dorothy Janczak
DOROTHY JANCAZAK

THE STATE OF TEXAS X

COUNTY OF HARRIS X

I, the undersigned Notary Public, in and for the County of Harris
in the State of Texas do hereby certify that on this day personally appeared
HUGH F. RIVES, JR., LINDA GOODSON AND DORTHY JANAZCK, who 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 set my hand and seal this the 9th
day of April, A.D. 1976.

John M. ...
Notary Public in and for
Harris, County Texas

297212

COMPARED

QUAIL VILLAGE II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: THAT

THIS DECLARATION made on the date hereinafter set forth by PERRY
HOMES, INC., hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain properties located in the David Bright League, Abstract 13 in Fort Bend County, Texas, the said property being more particularly described as QUAIL VILLAGE TOWNHOUSES-II, a subdivision in Fort Bend County, Texas, in a map or plat thereof filed for record in Volume 18, Page 5 of the plat records of Fort Bend County, Texas,

WHEREAS, Declarant desires to provide for the preservation of values and amenities in the said community and for the maintenance of the Common Area and to this end, desires to subject the real property described in said subdivision to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency which will be delegated and assigned the powers of maintaining and administering the Common Area and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, QUAIL VILLAGE II ASSOCIATION has been incorporated under the laws of the State of Texas, as a Non-Profit Corporation, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are made for the purpose aforesaid and which shall run with the real property and be binding

on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I.

SECTION 1. "Association" shall mean and refer to QUAIL VILLAGE II ASSOCIATION, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If the holder of an interest as security for the performance of an obligation acquires the fee simple title, whether by foreclosure, deed or in any other manner, said holder shall then be deemed to be an owner.

SECTION 3. "Properties" shall mean and refer to all that certain real property described as being within the boundaries of QUAIL VILLAGE TOWNHOUSES-II, according to the plat of QUAIL VILLAGE TOWNHOUSES-II, a subdivision in Fort Bend County, Texas, recorded in Volume 18, Page 5, of the plat records of Fort Bend County, Texas.

SECTION 4. "Common Area" shall mean and refer to all property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

All of the property described in the plat of QUAIL VILLAGE TOWNHOUSES-II, a subdivision in Fort Bend County, Texas, recorded in Volume 18, Page 5 of the plat records of Fort Bend County, Texas, SAVE AND EXCEPT the twenty-seven (27) buildings shown on the plat and any portion of such building, hereinafter described as a "lot" and shall include for example, but not by way of limitation, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, shrubs, pipes, wires, conduits, and other public utility lines situated thereon. The Common Area shall be devoted to the common use and enjoyment of the owners.

SECTION 5. "Lot" or "Parcel" shall mean and refer to any portion of the twenty-seven (27) building sites shown on the Plat of QUAIL VILLAGE TOWNHOUSES-II, a subdivision in Fort Bend County, Texas, recorded in Volume 18, Page 5, of the plat records of Fort Bend County, Texas, on which there is, or will be constructed a single family townhouse, which is to be individually and separately owned. For all purposes hereunder, it shall be understood

and agreed, that the twenty-seven (27) building sites constitute one hundred five (105) separate lots, until such time, if any, as it may be determined by that number of single family townhouses erected on, or to be erected on, the twenty-seven (27) building sites, or more or less than one hundred five (105), in which event, the number of lots shall be the number of single family townhouses. Declarant shall be the owner of all of the said one hundred five (105) lots, SAVE AND EXCEPT only those particular lots which the Declarant conveys in fee simple title by recordable Deed from and after the date hereof.

SECTION 6. "Townhouse" shall mean and refer to a single family residence unit joined together with at least one or more single family residences by a common wall or walls and/or roof and/or foundation, except that for purposes of this declaration the single family residence to be constructed on building site number twenty-seven (27) shall be considered to be a townhouse even though it may not be connected with at least one other residence by a common wall or walls and/or roof and/or foundation.

SECTION 7. "Declarant" shall mean and refer to PERRY HOMES, INC., a Texas Corporation, its successors and assigns, if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 8. "First Mortgage Holder" shall mean the holder of a purchase money or improvement mortgage secured by a first lien on a lot.

SECTION 9. "Class 'A' Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an Owner other than Declarant or has been occupied.

SECTION 10. "Class 'B' Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an Owner other than Declarant or, prior to such conveyance, has not been occupied.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be

appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to limit the number of members' guests;
- (c) the right of the Association to suspend the voting rights and right to use the Common Area facilities by the owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication and transfer has been recorded.
- (e) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder.
- (f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the Common Area by the members.

SECTION 2. DELEGATION OF USE. Any owner may delegate, in accordance with this section and the By-Laws, his right of enjoyment to the Common Area and facilities:

- (a) to the members of his family, who reside on the property.
- (b) to his tenants or contract purchasers who reside on the property, if the written lease or contract for purchase contains a covenant that the tenant or contract purchaser has been furnished copies of this instrument, the By-Laws of the Association and the Rules of the Association and the tenant or contract purchaser shall covenant to comply with the

covenants, conditions and restrictions, the By-Laws, and Rules and regulations of the Association. All provisions in leases or contracts between owners and their tenants or contract purchasers shall be subject to the approval of the Association.

SECTION 3. TITLE TO THE COMMON AREA. The Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Area to the Association, free and clear of all liens and encumbrances, except those herein created and except for those easements and encumbrances of record in the public records of Fort Bend County, Texas, reference to which is here made. As a right running with the real property the ownership of each Lot shall entail the use and enjoyment of all walks, stairs, pavement, driveways, parking areas, entrances, and exits owned by the Association and there shall always be access by both pedestrians and vehicles to and from each lot to a street dedicated to public use without hindrance of such communication ways by the Association and/or owners of townhouses and lots. Title of the Common Area shall remain undivided in the Association for the purpose of preserving the rights of the owners with respect to their use and enjoyment of the Common Area.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership;

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

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