

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

There shall be no structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure by the Board in excess of One Thousand and No/100 (\$1,000.00) Dollars without the prior approval of Co-Owners holding a majority of the total votes.

XI.

AUDIT

The Board shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting The Property and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or in behalf of The Property. Both the books and vouchers accredit the entries made thereon shall be available for examination by all the Co-Owners and first mortgagees at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audit at least once a year by an auditor outside of the Board and Co-Owners.

XII.

INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium regime under the Act.

XIII.

AMENDMENT

Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record Co-Owners holding seventy-five per cent (75%) of the total vote hereunder, which amendment shall be effective upon recordation in the office of the County Clerk of Harris County, Texas

XIV.

DUTIES OF DECLARANT

(A) Declarant agrees to pay when due all assessments levied on unsold Townhomes pursuant to this Declaration and, until the election

... the Board, to exercise all of the powers, rights, duties and functions of the Board for the benefit of the Co-Owners and after said election, to be bound by the rules and regulations promulgated by the Board.

XV.

NOTICE

The Moritz Village Townhomes Condominium Project shall give all appropriate notices to Federal agencies and/or any other governmental agencies as might be requested, in writing of 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 Townhome covered by a mortgage purchased in whole or in part by any such governmental agency exceeds \$1,000.00.

XVI.

ENFORCEMENT

The Board or any Co-Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or here after imposed by the provisions of this Declaration. Failure by the Board or by any Co-Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Board or by any Co-Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

XVII.

SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion thereof shall not effect the validity of enforceability of any other provision thereof.

IN WITNESS WHEREOF, Declarant has executed this instrument this 21st day of October, 1976.

ALLIED BANK OF TEXAS

BY: [Signature]
Vice President
[Signature]
HARRY J. CHAVANNE

BEFORE ME, the undersigned authority, on this day personally appeared James H. Albert, Vice President of Allied Bank of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said bank.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of October, 1976.

Jeanne Schumacher
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

JEANNE SCHUMACHER - SS # 469-66-9509
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS
MY COMMISSION EXPIRES SEPTEMBER 13, 1977

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared HARRY J. CHAVANNE, 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 on this the 21st day of October, 1976.

Pamela C. Mauron
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

RECORDERS MEMORANDUM:
This instrument is not satisfactory for photographic reproduction due to carbon or photo copy, discolored paper, etc., or due to illegibility. All block-outs, additions and changes were present at time instrument was filed and recorded.

36 UNIT PROJECT

<u>Unit #</u>	<u>Percent of Ownership</u>	<u>Parking Spaces</u>
1	2.795%	2 only
2	2.795%	"
3	2.72%	2
4	2.72%	"
5	2.795%	1
6	2.795%	1
7	2.72%	1
8	2.72%	1
9	3.16%	2
10	2.72%	1
11	2.795%	1
12	2.795%	1
13	2.72%	1
14	3.16%	2
15	2.795%	2
16	2.795%	2
17	2.72%	2
18	2.72%	1
19	2.795%	1
20	2.795%	1
21	2.72%	1
22	2.72%	1
23	2.72%	2
24	2.72%	2
25	2.795%	2
26	2.795%	2
27	2.72%	2
28	2.72%	2
29	2.72%	2
30	2.72%	2
31	2.795%	2
32	2.795%	2
33	2.72%	2
34	2.72%	2
35	2.795%	2
36	2.795%	2

EXHIBIT "B"

(SEE ATTACHED EXHIBIT "A")

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and 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 Master Declaration for MORITZ VILLAGE TOWNHOMES, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Official Public Records of Real Property of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment, by any lawful means, of 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 by the Association;

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

(d) borrow money, and with the assent of two-thirds (2/3) of each

class of members, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area;

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

(h) to fix, levy, collect and enforce payment by lawful means of all charges or assessments affecting such a condominium regime; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation and all licenses, franchise taxes and governmental charges levied or imposed against any property of the corporation.

ARTICLE FIVE

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to

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

ARTICLE SIX

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by the person or persons having a majority interest 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 four (4) 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 equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1978.

ARTICLE SEVEN

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, provided the number is never less than five (5). Until the election of directors at the first annual meeting of the members the initial board of directors shall so serve.

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

ARTICLE EIGHT

DISSOLUTION

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

ARTICLE NINE

AMENDMENTS

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

ARTICLE TEN

REGISTERED AGENT

The street address of the initial registered office of the corporation is 2710 Briarhurst, No. 7, Houston, Texas, and the name of its registered agent at such address is ROBERT PAUL RUSSELL.

ARTICLE ELEVEN

INITIAL BOARD OF DIRECTORS

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

Robert Paul Russell
2710 Briarhurst, No. 7
Houston, Texas 77027

Willis Lucas
2710 Briarhurst, No. 9
Houston, Texas 77027

Mary Chavanne
806 Waugh Drive
Houston, Texas 77007

ARTICLE TWELVE

INCORPORATORS

The name and street address of each incorporator is:

Robert Paul Russell
2710 Briarhurst, No. 7
Houston, Texas 77027

Willis Lucas
2710 Briarhurst, No. 9
Houston, Texas 77027

Mary Chavanne
806 Waugh Drive
Houston, Texas 77007

ARTICLE THIRTEEN

CUMULATIVE VOTING DENIED

No member of the corporation shall have the right to cumulate his votes for the election of directors.

IN WITNESS WHEREOF, we have hereunto set our hands, this 25th day of October, 1976.

Robert Paul Russell
ROBERT PAUL RUSSELL

Willis Lucas
WILLIS LUCAS

Mary Chavanne
MARY CHAVANNE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I do hereby certify that on this 25th day of October, 1976, personally appeared before me, ROBERT PAUL RUSSELL, WILLIS LUCAS, and MARY CHAVANNE, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

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

Sandra Young
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS



All that certain tract or parcel of land in the A.H. Osborne Survey, Abstract No. 610 in the City of Houston, in Harris County, Texas, being out of and a part of that certain 50 acre tract conveyed to Morritz Pech by deed recorded in Volume 84 Page 88 of the Deed Records of Harris County, Texas, and also being a part of those two 7.08 acre tracts, one conveyed to August O. Pech by deed recorded in Volume 1067 Page 689 of the Deed Records, and one conveyed to Walter A. Pech by deed recorded in Volume 907 Page 549 of the Deed Records, said tract herein being more particularly described as follows:

BEGINNING at a point in the West line of said Morritz Pech 50 acre tract located 879.4 feet South 0° 53' 40" East of the South line of Long Point Road, said point also being 70.6 feet North 0° 53' 40" West of the Southwest corner of the August O. Pech 7.08 acre tract and Northwest corner of the Walter A. Pech 7.08 acre tract above referred to;

THENCE South 0° 53' 40" East, along the West line of said Pech 50 acre tract and August O. Pech 7.08 acre tract, a distance of 70.6 feet to the common corner of said August O. Pech and Walter A. Pech 7.08 acre tracts;

THENCE South 0° 36' East, along the West line of said Morritz Pech and Walter A. Pech tracts, a distance of 288 feet to a point for corner;

THENCE East 134.57 feet to a point for corner in the West line of Moritz Drive;

THENCE North along the West line of the Moritz Drive, a distance of 358.6 feet to a point for corner;

THENCE West 139.5 feet to the PLACE OF BEGINNING.

EXHIBIT "A"
TO
ARTICLES OF INCORPORATION OF
MORITZ VILLAGE TOWNHOMES