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MANAGEMENT CERTIFICATE
FOR
MORITZ VILLAGE TOWNHOMES 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 Moritz Village Townhomes Homeowner's Association.

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- (1) The name of the subdivision is MORITZ VILLAGE TOWNHOMES.
- (2) The name of the association is MORITZ VILLAGE TOWNHOMES Owner's Association.
- (3) The recording data for the Subdivision Plat creating the MORITZ VILLAGE TOWNHOMES Subdivision Development is as follows: Deed Records of Harris County Texas, (1) Volume 84 page 88, (2) Volume 1067 page 689 and (3) Volume 907 page 549, filed October 21, 1976
- (4) the Instrument and Recording data for the Association (Attached):
Enabling Declaration for Moritz Village Townhomes Owner's Association,
Document No. 929291 filed October 31, 1976, in the Real Property Records of Harris 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 the Property Management agent is 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

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(9) Attachments:

Enabling Declaration for Moritz Village Townhomes Owner's Association, Document No. 929291 filed October 31, 1976, in the Real Property Records of Harris County, Texas

Articles of Incorporation of Moritz Village Townhomes, Filed in the Office of the Secretary of State of Texas October 26, 1976.

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

ASSOCIATION:

Moritz Village Townhomes OWNERS ASSOCIATION

A Texas nonprofit corporation

By: D. Vaughton

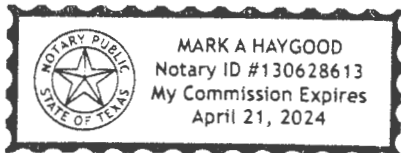
Dorothy Vaughton, Paragon Property Management, LLC

Date: 9/12/22

THE STATE OF TEXAS §
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 Moritz Village Townhomes Association, a Texas nonprofit corporation, on behalf of said corporation.

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Mark A. Haygood
Notary Public, State of Texas

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

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ENABLING DECLARATION

FILED

Oct 21 3 06 PM 1976

FOR

MORITZ VILLAGE TOWNHOMES
A CONDOMINIUM APARTMENT PROJECT*Return to [Signature]*
COUNTY CLERK
HARRIS COUNTY, TEXAS

WHEREAS, HARRY J. CHAVANNE, hereinafter referred to as Declarants, and ALLIED BANK OF TEXAS, hereinafter referred to as Lien Holder, are the respective owners and lien holder of that certain real property located in the City of Houston, County of Harris, State of Texas, more particularly described as follows, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto:

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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.

and land and the improvements located thereon being hereinafter referred to as The Property.

WHEREAS, Declarants desire to submit The Property to a condominium regime pursuant to Article 1301a of the Texas Revised Civil Statutes; hereinafter referred to as the Act;

NOW, THEREFORE, Declarants hereby declare that The Property, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, is hereby submitted to a

condominium regime pursuant to the Act, and that The Property is shall be held, conveyed, hypothecated, encumbered, pledged, leased, rented, used, occupied and improved subject to the following limitations, easements, restrictions, covenants, conditions, charges and liens, all of which are declared to be established for the purpose of enhancing the value, desirability and attractiveness of said property and every part thereof. All of said limitations, easements, covenants, restrictions, conditions, charges and liens shall run with The Property and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each owner of any portion thereof, and shall be for the benefit of each owner of any portion of The Property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

I.

DEFINITIONS AND DESCRIPTIONS

For the purpose of this Declaration the terms used herein shall have the following meanings:

(A) "Townhomes" shall mean an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with the Co-Owners of other Townhomes on The Property. Each Townhome is numbered as shown on the Plan, and the boundaries of each Townhome shall be and are the interior surfaces of the perimeter walls, floors, ceilings and the interior surfaces of balconies and terraces; and a Townhome includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Townhome may be jointly or commonly owned by more than one person. It is intended that the term "Townhome" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(B) "Board" shall mean the Board of Administration of Moritz Village Townhomes.

(C) "Building" shall mean and refer to any one of the principal structures presently situated on The Property.

(D) "Act" shall mean Article 1301a of the Texas Revised Civil Statutes.

(E) "Common Elements" shall mean all of The Property except for the Townhomes and Limited Common Elements, and, without limiting the generality of the foregoing, shall include the following:

- (1) The Property;
- (2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;
- (3) All basements, flat roofs, yards, and gardens, except as otherwise provided or stipulated;
- (4) All premises for the lodging or janitors or persons in charge of the Buildings, except as otherwise provided or stipulated;
- (5) All compartments or installments of central service such as power, light, gas, cold and hot water, refrigeration, central air-conditioning and central heating, reservoirs, water tanks and pumps, swimming pools, and the like;
- (6) All elevators and shafts, garbage incinerators and, in general, all devices or installments existing for common use, and
- (7) All other elements of the Building desirable or rationally of common use or necessary to the existence, upkeep and safety of The Property.

(F) "Limited Common Elements" shall mean those common elements which are restricted as to use by a specific member Co-Owner of the Condominium regime.

(G) "Co-Owner" shall mean a person, firm, corporation, partnership association, trust or other legal entity, or any combination thereof, who owns a Townhome or Townhomes within The Property, and shall include the Declarants, but shall exclude those having an interest in a Townhome or Townhomes and shall have a common right to share or shares, with other Co-Owners, in the Common Elements. Each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended, as shown on the Plan, without hindering or encroaching upon the lawful rights of other Co-Owners, and each Co-Owner of a Townhome shall own and is hereby granted an undivided 2.72% interest or an undivided 2.795% interest, of an undivided 3.16% interest (see Exhibit "B") in and to the Common Elements of The Property.

(H) "Declarant" shall mean and refer to their heirs and assigns, provided such heirs and assigns are designated in writing as an heir or assign of the rights of the Declarants.

(I) "Maintenance and Administration Fund" shall mean the fund established pursuant to Paragraph V of this Declaration.

(J) "Mortgage" shall mean a mortgage or Deed of Trust covering a Townhome and the undivided interest in the Common Elements appurtenant thereto.

(K) "Mortgagee" shall mean a beneficiary under a Mortgage.

(L) "Plan" shall mean the plats and plans attached hereto as Exhibit "A" and made a part hereof.

(M) "Condominium Project" shall mean the Moritz Village Townhomes.

II.

NO PARTITION

The Common Elements shall remain undivided, and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or co-owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgagees must be obtained; provided, however, that if any townhome shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Townhome as between such co-tenants.

III.

THE CONDOMINIUM PROJECT

(a) Organization. Declarants shall cause to be organized as a non-profit corporation under the laws of the State of Texas the Condominium Project.

(b) Membership. Each and every Co-Owner of a Townhome shall automatically, upon becoming such Co-Owner, be a member of the Condominium Project and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Condominium Project shall automatically cease. Membership in the Condominium Project shall be appurtenant to and shall automatically follow the ownership of each Townhome and may not be separated from such ownership.

(C) Class of Membership Voting Rights. The Condominium Project shall have two classes of voting membership but no capital stock since it is organized for the purposes specified in its Articles of Incorporation, as a non-profit corporation. The voting membership shall be designated as "Class A" and "Class B" shall be composed and have voting rights as follows:

"Class A" members shall be all Co-Owners with the exception of the Declarant, each of which Co-Owner shall be entitled to one vote for each Townhome owned by him. When more than one person owns an interest in any Townhome, all such persons shall be members. The vote for such Townhome in which more than one person has an interest shall be exercised as they among themselves determine, but in no event shall more than one vote be cast; and in the event the persons having such interest are not able to agree in respect to a vote upon any matter, such Co-Owner shall have a right to vote on such matters as there shall be no fractional votes.

"Class B" members shall be the Declarant who shall be entitled to four votes for each Townhome owned by Declarant. The "Class B" membership shall cease and be converted into "Class A" membership upon the happening of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A members equals or exceeds the total votes outstanding in the Class B membership; or

(2) On January 1, 1978.

(D) General Provisions pertaining to the Organization and Operation of the Condominium Project. The purpose of the Condominium Project shall be to promote the health, safety and welfare of the residents within The Property and in the annexation or additions thereto as may hereinafter be brought within the jurisdiction of the Condominium Project, and to provide for maintenance, repair, preservation, upkeep, protection and architectural control of the Common Elements of The Property and for such other purposes as may be stated in the Articles of Incorporation, which are on file with the Secretary of State's Office of the State of Texas, and which Articles of Incorporation are incorporated by reference herein the same as if set forth fully herein, and

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onsistent with the provisions of this Declaration. The purposes of the Condominium Project are fully set forth in said Articles of Incorporation.

(E) Notices. Any notices permitted or required to be delivered as provided to a Co-Owner may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed (a) to a Co-Owner at the address given by such Co-Owner to the Secretary of the Board for the purpose of such notice or (b) to the Townhome of such Co-Owner if no address has been given to the Secretary. Any address for purposes of notices may be changed from time to time by notice in writing to the Secretary.

(F) Election and Proceedings of the Board.

(a) Election. At the first annual meeting, the Co-Owners shall elect a Board of Administration for the forthcoming year, consisting of five Co-Owners and thereafter at each annual meeting, the Co-Owners shall elect members to the Board as hereinafter provided; provided, however, that the first Board elected hereunder may be elected at a special meeting duly called, said board to serve until the first annual meeting. Each Co-Owner entitled to vote at any election of members of the Board may vote, if present. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot.

(b) Term. Members of the Board shall serve for a term of two years commencing on the first day of March following the meeting at which they are elected or until their respective successors are elected, or until their death, resignation or removal; whichever is earlier; provided that if any member ceases to be a Co-Owner, his membership on the Board shall thereupon terminate. Immediately after the election of the full Board of Administration at the first annual meeting, they shall meet and by lot determine the two thereof who shall serve for one year terms and the three thereof who shall serve for two year terms.

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(c) Annual Meeting. There shall be a meeting of the Council of Co-Owners on the third Tuesday of January of each year at 8:00 p.m. upon The Property or at such other reasonable place or time (not more than sixty days before or after such date) as may be designated by written notice of the board delivered to the Co-Owners not less than ten days nor more than sixty days prior to the date fixed for said meeting. At the annual meeting the Board shall present a certified audit of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Co-Owner, and the estimated maintenance for the coming calendar year. Within thirty days after the annual meeting, said statement shall be delivered to all Co-Owners.

(d) Special Meetings. Special meetings of the Council of Co-Owners may be called at any time for the purpose of considering matters which, by the terms of this declaration, require the approval of all or some of the Co-Owners, or for any other reasonable purpose. Said meeting shall be called by written notice, signed by the President or by the Co-Owners having one-third of the total votes and delivered not less than fifteen days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting, and the matters to be considered thereat.

(e) Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the Secretary, and any member may be removed from membership on the Board by a vote of a majority of the Board members.

(f) Proceedings. Three members of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect a President who shall preside over both its meetings and those of the Council of Co-Owners. In case of a tie vote at a Board meeting, the President of the Board shall cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may

adopt. The Board may also act without a meeting by unanimous written consent of its members.

(g) Declarant Performs Functions. Until the first election of the Board, the rights, duties, and functions of the Board shall be exercised by Declarant.

(h) Notice of Election. After the first election of the Board, Declarant shall execute, acknowledge and record an affidavit stating the names of all the persons elected to membership on the Board. Thereafter, any two persons who are designated of record as being members of the most recent Board may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded affidavit shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

(G) Authority of the Board. The Board, for the benefit of The operty and the Co-Owners, shall enforce the provisions of this ster Declaration, shall have the powers as are set forth in the ticles of Incorporation of the Condominium Project, shall have the thorities and powers as are set forth in the Bylaws of the Condominium oject, and shall acquire and shall pay out of the Maintenance and ministration Fund, hereinafter provided for, the following:

(a) Water, sewer, garbage, electrical, gas and other necessary utility services for the Common Elements and (to the extent not separately metered or charged) for the Townhomes;

(b) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Townhomes and the Common Elements payable as provided in Paragraph IX hereof, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Co-Owners and their Mortgagees, as their respective interests may appear;

(c) A policy or policies insuring the Board and the Co-Owners against any liability to the public or to the Co-Owners

and their invitees or tenants incident to the ownership and/or use of The Property, including the personal liability exposure of the Co-Owners. Limits of liability under such insurance shall not be less than Twenty-Five Thousand Dollars (\$25,000.00) for any one person injured, One Hundred Thousand Dollars (\$100,000.00) for any one accident and Fifty Thousand Dollars (\$50,000.00) for property damage (such limits and coverage to be reviewed at least annually by the Board increased in its discretion). Said policy or policies shall contain a cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) The service of such personnel as the Board shall determine shall be necessary or proper for the operation of The Property; provided, however, any contract for such services shall be limited in duration to one (1) year unless a longer period is approved by the Co-Owners holding at least fifty-one per cent (51%) of the votes;

(f) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of the terms of this Declaration;

(g) A fidelity bond naming such persons as may be designated by the Board as principals and the Co-Owners as obligees, for the first year in an amount at least equal to the estimated cash requirement for that year as determined under Paragraph V hereof, and for each year thereafter in an amount at least equal to the total sum collected through the Maintenance Fund during the preceding year;

(h) Painting, maintenance, repair and all landscaping of the Common Elements and exterior surfaces of Townhomes, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the

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