

FILED  
In the Office of the  
Secretary of State of Texas

DEC 27 1978

*Robert Wassdorf*  
Attorney, Corporation Division

ARTICLES OF INCORPORATION

OF

VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of eighteen (18) 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 of such corporation.

ARTICLE I

The name of the corporation is VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes called the "Corporation" or the "Association".

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The purpose or purposes for which the corporation is organized are: to operate, manage, maintain and administer the affairs of VIEUX CARRE CONDOMINIUMS, a condominium project established pursuant to Article 1301a of the Texas Revised Civil Statutes and that certain Condominium Declaration dated December 20, 1978, recorded in Volume 93, Page 1 of the Condominium Records of Harris County, Texas, (the "Declaration"); to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of VIEUX CARRE CONDOMINIUMS as a condominium project in accordance with the Declaration; to promote the health, safety and welfare of the residents within the above condominium project; to exercise the powers and privileges and to perform all of the duties and obligations, including but not limited to the collection of assessments for such purposes, as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and to 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 to exercise.

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ARTICLE V

The street address of the initial registered office of the corporation is 3405 Edloe, Suite 203, Houston, Texas 77027, and the name of its initial registered agent at such address is ALBERT D. GAON.

ARTICLE VI

Every person or entity who is a record owner of a fee or undivided fee interest in any condominium unit which is subject by the Declaration to assessment of the Association including contract sellers shall be a member of the Association and shall be entitled to one vote for each unit owned, the value of such vote shall be equal to the percentage interest assigned to each such unit as set forth in the Declaration. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Memberships shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE VII

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
ALBERT D. GAON	3405 Edloe, Suite 203 Houston, Texas 77027
DANIEL SINGER	3405 Edloe, Suite 203 Houston, Texas 77027
MARTHA KELLY	3405 Edloe, Suite 203 Houston, Texas 77027

ARTICLE VIII

The affairs of this Association shall be managed by a Board of three (3) Managers. The number of Managers may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial Managers until the election of their successors are:

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NAME

ADDRESS

ALBERT D. GAON

3405 Edloe, Suite 203  
Houston, Texas 77027

DANIEL SINGER

3405 Edloe, Suite 203  
Houston, Texas 77027

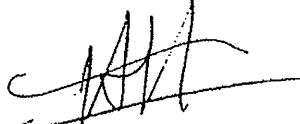
MARTHA KELLY

3405 Edloe, Suite 203  
Houston, Texas 77027

ARTICLE IX

Amendment of these articles shall require the assent of three-fourths (3/4) of the entire membership.

IN WITNESS WHEREOF, we have hereunto set our hands, this 20th day of DECEMBER, A. D., 1978.



ALBERT D. GAON



DANIEL SINGER



MARTHA KELLY

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THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I, CATHY GENTRY, a Notary Public, do hereby certify on this 20th day of DECEMBER, A. D., 1978, personally appeared before me, ALBERT D. GAON, who being by me first duly sworn declared that he is the person who signed the foregoing documents as incorporator, and that the statements therein contained are true.

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

Cathy Gentry CATHY GENTRY  
Notary Public in and for Harris County,  
TEXAS.  
My commission expires 1/19/80

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I, CATHY GENTRY, a Notary Public, do hereby certify on this 20th day of DECEMBER, A. D., 1978, personally appeared before me, DANIEL SINGER, who being by me first duly sworn declared that he is the person who signed the foregoing documents as incorporator, and that the statements therein contained are true.

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

Cathy Gentry CATHY GENTRY  
Notary Public in and for Harris County,  
TEXAS.  
My commission expires 1/19/80

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

I, CATHY GENTRY, a Notary Public, do hereby certify on this 20th day of DECEMBER, A. D., 1978, personally appeared before me, MARTHA KELLY, who being by me first duly sworn declared that he is the person who signed the foregoing documents as incorporator, and that the statements therein contained are true.

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

Cathy Gentry CATHY GENTRY  
Notary Public in and for Harris County,  
TEXAS.  
My commission expires 1/19/80

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## EXHIBIT "C"

### BY-LAWS

#### VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

The name of the organization shall be VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association."

### ARTICLE I

#### OBJECT

(Plan of Apartment Ownership)

1. The purpose for which this non-profit corporation is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibit "A", which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas.

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified and will be complied with.

### ARTICLE II

#### MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with VIEUX CARRE CONDOMINIUMS during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers of the Association or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers, may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the undivided interest of each unit owner in the general common elements. An owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such unit. Cumulative voting is prohibited.

3. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those owners of more than fifty per cent (50%) of the aggregate interest of the undivided ownership of the general common elements.

4. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of unit owners" as defined in paragraph 3 of this Article shall constitute a quorum. Except as otherwise provided in the Declaration or these By-Laws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

5. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Managers.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meetings. The first annual meeting of the Association shall be held one (1) month after the expiration of the sale and development period as defined in Article 14 of the Declaration. Thereafter, the annual meetings of the Association shall be held on the first Monday of December of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained.

7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call and certifying proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of managers.
- (g) Unfinished business.
- (h) New business.

ARTICLE IV  
BOARD OF MANAGERS

1. Number and Qualification. The affairs of this Association shall be governed by a Board of Managers composed of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until the expiration of two (2) years from the date the Declaration is filed for record, or until their successors are elected, to-wit: ALBERT D. GAON, DANIEL SINGER and \_\_\_\_\_  
MARTHA KELLY

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential condominium project. The Board of Managers may do all such acts and things as are not by these By-Laws, the Articles of Incorporation or by the Condominium Declaration for VIEUX CARRE CONDOMINIUMS directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$300,000.00 per person and \$1,000,000.00 per accident and \$200,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their mortgagees. The limits and coverage shall be reviewed at intervals of not less than three (3) years and adjusted, if necessary to provide such coverage and protection as the Association may deem prudent. Workmen's compensation insurance shall at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of

emergencies. All monthly or other assessments shall be in itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration, the Articles of Incorporation and these By-Laws, and to execute all such instruments evidencing such indebtedness as this Board of Managers may deem necessary. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(o) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

4. Managing Agent. The Managing Agent shall be ALBERT D. GAON, whose address is 3405 Edloe, Suite 203, Houston, Texas, 77027, and who, notwithstanding the provisions of paragraph 1 of Article III, shall have all the powers and shall perform all the duties of the Board of Managers until the expiration of the sale and development period as defined in Article 14 of the Declaration, or until such earlier time as said Managing Agent, at its option, may relinquish control of the management and administration of the Association to the Board of Managers. Thereafter, the Board of Managers may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in paragraph 3 of this Article.

5. Election and Term of Office. At the first annual meeting of the Association the term of office of one Manager shall be fixed for three (3) years, the term of office of one Manager shall be fixed at two (2) years, and the term of office of one Manager shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three (3) years. The three (3) persons acting as Managers shall hold office until their successors have been elected and hold their first meeting.



6. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

7. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (10) days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days' notice to each Manager, given personally, or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Managers.

11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Managers' Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

14. Compensation. No member of the Board of Managers shall receive any compensation for acting as such.

## ARTICLE V

### OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties, and also perform any duties he is directed to perform by the President.

6. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such members and parking space, if any, assigned for use in connection with such apartment unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Managers.

## ARTICLE VI

### INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, costs and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however,

that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of VIEUX CARRE CONDOMINIUMS DECLARATION as a member or owner of a condominium unit covered thereby.

## ARTICLE VII

### OBLIGATIONS OF THE OWNERS

1. Assessments. All owners, except for DECLARANT, shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro-rata according to undivided interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

#### 2. Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in part belonging to other owners.

(b) All the repairs of internal installations of the unit such as water, light, gas power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures, floor and wall coverings and all other accessories, equipment and fixtures belonging to the unit area shall be at the owner's expense.

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of such claim plus interest at the rate of 10% for one year together with a sum equal to ten percent (10%) of the amount of such claim but not less than One Hundred Fifty and No/100 (\$150.00) Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Article 24 of the Declaration. Such owner shall be liable to the Association for payment of interest at the rate of 10% on all such sums paid by the Association until the date of repayment by such owner.

#### 4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for VIEUX CARRE CONDOMINIUMS, the Articles of Incorporation and these By-Laws and amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which VIEUX CARRE CONDOMINIUMS condominium project was established.

5. Use of Units - Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations.

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted for the utilization of any recreational facilities afforded, in order that all owners and their guests shall achieve maximum utilization of such facilities consonant with the rights of each of the other owners thereto.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants, or other occupants of condominium units of VIEUX CARRE CONDOMINIUMS. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of VIEUX CARRE CONDOMINIUMS.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted therefor, for recreational use by the

owners and occupants of units; and all thereof for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon.

(e) Not more than one (1) small dog, cat, or other usual small household pet may be kept in any unit, provided always that such household pet shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds or poultry shall be brought within the condominium or kept in or around any unit thereof. Notwithstanding the foregoing, no pets may be kept on the property which result in an annoyance or are obnoxious to other Owners. No pets shall be allowed in the Common Area except as may be permitted by rules of the Board. Declarant or any Owner may cause any unleashed dog found within the Common Area to be removed by Declarant (or any Owner) to a point or animal shelter under the jurisdiction of the City of Houston, or the County of Harris, by calling the appropriate authorities, whereupon the Owner may, upon payment of all expenses connected therewith, repossess the dog. Owners shall prevent their pets from soiling portions of the Common Area where other persons customarily walk and shall promptly clean up any mess left by their pets.

(f) No resident of the condominium shall post any posters, advertisements, signs, including but not limited to any "For Sale" signs, of any kind in or on the project except as authorized by the Association.

(g) Parking of automobiles shall be only in the spaces designated as parking for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair proper access to parking area. No storage of any objects shall be permitted in the parking area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Guest parking areas are not intended for use by owners for parking or storing boats, trailers, camping units or any personal vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary.

(h) Each owner shall keep clean and in good condition and repair the windows and interiors of his condominium unit and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his condominium unit, including but not limited to over windows or the balcony.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash or garbage out of any of the windows of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, radio and television antennae, machines or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association.

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

(m) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property.

(n) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a parking area to a point outside the Property, or from a point outside the Property directly to a parking space.

(o) Reasonable and customary regulations for the use of the swimming pool and recreation area will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.

(p) No reflective material, including but not limited to tin foil, shall be placed in any window or in any part of an apartment unit which may be seen from outside the apartment unit.

9. Destruction or Obsolescence. Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owners' condominium unit upon its destruction or obsolescence as is provided in paragraph 27 of the Condominium Declaration for VIEUX CARRE CONDOMINIUMS.

#### ARTICLE VIII

##### AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least 70% of the aggregate interest of the undivided ownership of the general common elements.

2. Mortgagee Amendments. No amendment shall alter or modify any of the rights or protections afforded first mortgagees contained in these By-Laws unless such amendment is first approved by all mortgagees.

3. Priority of Mortgagees. No provision shall give a condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

#### ARTICLE IX

##### MORTGAGES

1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Managing Agent, if any, or the President of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units".

2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

#### ARTICLE X

##### COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Ownership Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

#### ARTICLE XI

##### NON-PROFIT ASSOCIATION

This Association is not organized for profit. No member, member of the Board of Managers or person from whom the Association may receive any property or funds shall

receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII

REGISTERED OFFICE

The Registered office and the principal office for the transaction of business of this Association shall be 3405 Edloe, Suite 203, Houston, Texas 77027, and the Registered Agent shall be ALBERT D. GAON, at the same address.

ARTICLE XIII

EXECUTION OF DOCUMENTS

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.

ARTICLE XIV

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

The violation of any rule or regulation promulgated by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers or the Managing Agent, the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at Houston, Texas, this the 26th day of December, A. D., 1978.

BOARD OF MANAGERS

BY: Albert D. Gaon  
ALBERT D. GAON

BY: Daniel Sliger  
DANIEL SLIGER

BY: Martha Kelly  
MARTHA KELLY

**VIEUX CARRE HOMEOWNERS ASSOCIATION, INC.  
RESOLUTION  
ASSESSMENTS COLLECTION PROCEDURE**

WHEREAS the VIEUX CARRE HOMEOWNERS ASSOCIATION, INC. was incorporated in the STATE OF TEXAS on December 27, 1978, and WHEREAS the Declaration was duly recorded in Harris County, Texas, and WHEREAS the Declaration empowers the Association to levy assessments and to use certain powers of enforcement and collection and further obligates the unit owners to pay such levies and costs and, WHEREAS some of the members of the Association do not meet their payment obligations in a timely manner; NOW THEREFORE, the Board of Directors hereby RESOLVES to establish the MAINTENANCE ASSESSMENTS COLLECTION PROCEDURE as follows:

1. All assessments are due on the first day of each month. Any assessment which is not paid when due shall be delinquent.
2. Any account with an unpaid maintenance assessment after the 10th of the month shall be assessed a late charge in the amount of \$25.00.
3. Any account with an unpaid maintenance assessment after 30 days shall be charged interest at the rate of ten percent (10%) per annum as prescribed in the association's founding documents.
4. If the maintenance assessment is still delinquent thirty-five days after the due date, the Managing Agent is authorized to send to the owner a Collection Letter which shall specify the amount then due. A \$5.00 fee for the cost of the Collection Letter shall be assessed to the account upon mailing of the letter.
5. If the maintenance assessment is still delinquent sixty-five days after the due date, the Managing Agent is authorized to send to the owner a Certified Demand Letter which shall specify the amount then due and shall apprise the owner that collection of the account will be turned over to the Association's attorney unless payment in full is received within ten days of the date of the letter. A \$15.00 fee plus postage for the cost of the Certified Demand Letter shall be assessed to the account upon mailing of the letter.
6. If the maintenance assessment is still delinquent ten days after mailing of the Certified Collection Letter, the Managing Agent is authorized to instruct the Association's attorney to proceed with steps necessary to effect non-judicial foreclosure of the Association's lien to satisfy the assessments due.
7. All costs and fees incurred by, charged to or paid by the Association for processing a delinquent account shall be added to the assessment due on that account as and when incurred, and shall not be an expense to the Association.
8. All assessments are due in full. Partial payments will be accepted only in accordance with a written payment plan signed by the owner(s) and the Association's representative or attorney. Unless otherwise agreed to in writing, all partial payments shall be applied toward the oldest unpaid charges on the account.
9. Cash shall not be accepted for payment of assessments.
10. Checks returned unpaid for insufficient funds (NSF) or for any other reason shall be re-deposited and the account will be assessed a \$25.00 NSF processing fee. The Association may require payment in the form of a cashier's check or money order to replace an NSF check or to make payment on a delinquent account.

Adopted this 16 day of December 2010, by the Board of Directors of VIEUX CARRE HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Jessica Wheeler, President

  
\_\_\_\_\_  
Pam Burleson, Secretary



## CONDOMINIUM DECLARATION

FILED

FOR

DEC 20 3 33 PM 1978

## VIEUX CARRE CONDOMINIUMS

  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, ALBERT D. GAON, TRUSTEE, hereinafter called "Declarant", is the owner of certain real property and the improvements thereon situated in the County of Harris, State of Texas, which property is more particularly described on the attached Exhibit "A" which, by this reference, is made a part hereof; and

WHEREAS, Declarant desires to establish a condominium regime under the Condominium Act of the State of Texas; and

WHEREAS, Declarant has acquired an apartment project on said property of three (3) two-story buildings which contain an aggregate of twenty-seven (27) individual apartment-type units, together with other improvements, structures and facilities and appurtenances, which apartment project will be known as VIEUX CARRE CONDOMINIUMS; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the apartment units in the said building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A" and all improvements thereon, to the provisions of the Condominium Act of the State of Texas and this Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS. Unless the context shall expressly provide otherwise:

(a) "Apartment" or "apartment unit", hereinafter referred to as "townhouse" or "townhome", means an individual air space unit which is contained within the perimeter walls, floors and ceilings of a building as shown on the map.

(b) "Condominium unit" means one individual air space unit together with the interest in the general common elements appurtenant to such unit.

(c) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

(d) "General Common Elements" means and includes:

(1) The land on which the buildings are located;

(2) The foundations, columns, girders, beams, supports, main walls and roofs;

(3) The yards, gardens, unassigned parking areas, fences, streets, service drives, walks, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any;

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, and the like;

(5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(6) Parking spaces not yet designated with a townhome number and described on the condominium map attached hereto as unassigned parking spaces; provided, however, Declarant expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use, pending assignment, of any unassigned parking space to any owner, and to retain all sums received therefor; and provided further, coincidental with the permanent assignment of any unassigned parking space, the condominium map attached hereto shall be amended without the consent of any other owner for the purpose of designating any such parking space with a number corresponding to the townhome number, and thereafter such parking space shall be a limited common element appurtenant to such townhome.

(e) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium unit; parking areas, attic spaces directly above a unit, if any, and patio and balcony, if any, indicated on map as appurtenant limited elements to a specific unit only shall be deemed limited common elements.

(f) "Entire Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

(g) "Common Expenses" means and includes:

(1) All sums lawfully accessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners;

(4) Expenses declared common expenses by provisions of this Declaration and by the By-Laws; and

(5) Any expenses for the upkeep and maintenance of any future amenities acquired by the herein defined Association.

(h) "Association of Unit Owners" or "Association" means a Texas non-profit association, the By-Laws of which shall govern the administration of this condominium property, the members of which shall be all of the owners of the condominium units.

(i) "Map", "Survey Map" or "Plans" means and includes the engineering survey of the land locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of sheets labelled Exhibits "A", "B1" and "B2", and incorporated herein.

2. **CONDOMINIUM MAP.** The map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevations plans of the building built or to be built thereon showing the location, the building designation, the apartment designation and the linear dimensions of each apartment unit, and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The real property is hereby divided into the following separate fee simple estates:

(a) Twenty-seven (27) fee simple estates consisting of twenty-seven (27) separately designated apartment units, each such unit identified by number and by building letter or designation on the map.

(b) The remaining portion of the entire premises, referred to as the general common elements, which shall be held in common by the owners, each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet in each townhouse divided by the total number of square feet within all townhouses located on the premises included within this Condominium Regime, and each such individual interest being appurtenant to one of the townhouses covered hereby. Each unit owner's percentage undivided interest in the common elements is set forth on Exhibit "B1" attached hereto.

4. COMMON ELEMENTS. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, and balconies, or patios, if any, which are shown on the map. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibits "A", "B1" and "B2" hereto attached, the parking spaces assigned to each townhome being designated by the townhome number preceded by the prefix PS, the balcony assigned to a townhome being designated by the townhome number preceded by the prefix B, and the patios assigned to a townhome being designated by the townhome number preceded by the prefix CP. Such limited common elements shall be used in connection with the particular townhome, to the exclusion of the use thereof by the other owners except by invitation. A portion of the common area may be set aside as a recreation area. Reasonable regulations governing the use of said recreational facilities by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Managers after same have been elected and by a Managing Agent. Such regulations shall be permanently posted at said recreational area and all owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each apartment and the undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

6. DESCRIPTION OF CONDOMINIUM UNIT. Every deed, lease, mortgage trust deed or other instrument may legally described a condominium unit by its identifying apartment number and building symbol or designation as shown on the map, followed by the words "VIEUX CARRE CONDOMINIUMS" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.

7. SEPARATE ASSESSMENT AND TAXATION. Declarant shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each apartment unit and its undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. OWNERSHIP-TITLE. A condominium unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

9. NON-PARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the apartment units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of Paragraph L of Article 30, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

10. OCCUPANCY.

(a). Each owner shall be entitled to exclusive ownership and possession of his apartment. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the Common Elements, except upon written consent of the Board of Managers.

(b). Only adults, as defined under the laws of the State of Texas, are permitted to reside at VIEUX CARRE CONDOMINIUMS on a full time basis. Temporary visits of minor children are permitted. Any owner who subsequent to the purchase of a condominium unit has a child born to him and/or her must vacate the Condominium prior to the child's second birthday. Further, should any owner adopt a child or children subsequent to the purchase of a condominium unit, then such owner must vacate the condominium prior to one year after adoption.

11. USE. Each apartment shall be occupied and used by the owner only as and for a single family residential dwelling for the owner.

12. EASEMENTS AND ENCROACHMENTS. If any portion of the general common elements encroaches upon an apartment unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining apartment unit or units encroaches upon the general common elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the apartment units.

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in an apartment unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the apartment unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's apartment unit at such owner's request.

14. ADMINISTRATION AND MANAGEMENT - MANAGING AGENT. The administration of this condominium property shall be governed by By-Laws of VIEUX CARRE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association". A copy of "By-Laws" is hereto attached marked Exhibit "C" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association" as here used shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be ALBERT D. GAON, whose address is 3405 Edloe, Suite 203, Houston, Texas, 77027, and the Managing Agent shall perform all of the duties of the Board of Managers and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Managers and other officers of the Association, until the expiration of two (2) years from the date this Declaration is filed for record, or until 90% of the apartment units shall be sold to owner/occupants, whichever first occurs, which is hereafter referred to as the sale and development period. Nothing contained in this Article 14 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the regime to the Board of Managers prior to the end of such sale and development period.

15. ACCESS FOR MAINTENANCE AND REPAIR. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each apartment unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another apartment unit or units.

16. OWNER'S RESPONSIBILITY FOR MAINTENANCE OF UNIT. An owner shall maintain and keep in repair the interior of his own apartment, including the fixtures thereof.

All fixtures and equipment, including the heating and air conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils, utilized in and for his unit; as well as all other fixtures situated within or installed into the limited common elements appurtenant to such unit; and an owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 16, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his condominium unit.

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his apartment unit, nor shall such owner be deemed to own the utilities running through his apartment unit which are utilized for, or serve more than one apartment unit, except as a tenant in common with the other owners. An owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

**17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING.** An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, save with written consent of the Board of Managers first obtained.

**18. DIMENSIONS.** It is expressly agreed, and each and every purchaser of an apartment unit, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each apartment as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any apartment actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser and owner of an apartment unit or interest therein, has had full opportunity and is under a duty to inspect and examine the apartment purchased by him prior to his purchase thereof, and agrees that the apartment is purchased as actually and physically existing. Each purchaser of an apartment unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the apartment as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the apartment or of any apartment reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, arising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

**19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS.** Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Managing Agent or Board of Managers on behalf of the owners or, in proper case, by an aggrieved owner.

**20. REVOCATION OR AMENDMENT TO DECLARATION.** This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of twenty-seven (27) condominium units, or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, except as provided in sub-paragraphs (c)

and (e) of Article 28 hereof; the making of physical changes in the interior of an apartment or apartments coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage, and physical changes to and alterations of the apartment or apartments owned by virtue of foreclosure of any first mortgage may be made without the consent of the other owners or mortgagees, and this Declaration may be amended without other owners' or mortgagees' consent, by the owner acquiring same by foreclosure, to correspond with such physical changes; provided, however, that the undivided interest of each unit owner in the general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended Declaration duly recorded.

21. ASSESSMENTS FOR COMMON EXPENSES - UTILITIES - INSURANCE. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners, excluding Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

Taxes are not part of the common expenses except as otherwise provided in Article 31 hereof.

Each owner shall pay for his own utilities which are separately metered on and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part of the common expenses and each unit owner shall pay his pro-rata share thereof as in the case of other common expenses.

The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other apartment unit or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligency or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to the owner, and casualty and public liability insurance coverage within each individual unit, are specifically made the responsibility of the owner thereof.

**22. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS.** All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments shall be made pro-rata according to each owner's undivided interest in and to the general common elements. Assessments for insurance premiums shall be based upon that proportion of the total premium(s) that the insurance carried on a condominium unit bears to total coverage. Assessments for the estimated common expenses, including insurance, shall be due monthly in advance on or before the fifth (5th) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge of \$10.00.

Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of a month.

In addition to the regular monthly assessments authorized by this Declaration or by the By-Laws, the Managing Agent or the Board of Managers may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the common elements, including the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the owners, or for such other purpose or purposes as the Managing Agent or the Board of Managers may consider appropriate and for the common benefit of all of the owners in proportion to their ownership interest in the common elements as set out in this Declaration; provided, however, that no such special assessment shall become effective until the same has received the affirmative vote of at least two-third (2/3) of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the By-Laws regarding notices of special meetings. At any such meeting the members may, by the required affirmative vote aforesaid, amend or modify any such assessment prepared by the Managing Agent or the Board of Managers. The pro-rate part and share of each owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving any such special assessment.

**23. UNIFORM RATE OF ASSESSMENT.** Both annual and special assessment shall be fixed at a uniform rate for all condominium units, as follows:

- (a) Condominium units owned by Declarant . . . . . none
- (b) Condominium units sold to individual homebuyers . . . . . 100%

**24. WAIVER OF USE OF GENERAL COMMON ELEMENTS OR ABANDONMENT OF TOWNHOUSE BY OWNER.** No owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use of enjoyment of any of the general common elements, or by abandonment of his apartment.

**25. ASSESSMENT LIEN.** All sums assessed by either regular or special assessments but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereof at ten (10%) per cent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

- (a) Tax and special assessment liens in favor of any assessing unit,
- and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien the Board of Managers or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in the Office of the Clerk Recorder of Harris County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

Each owner, by acceptance of a deed to a condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such owner hereby expressly grants to the Association a power of sale in connection with said lien.

**26. STATEMENT OF INDEBTEDNESS - JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT.** Upon payment to the Association of a reasonable fee not to exceed FIVE AND NO/100 (\$5.00) DOLLARS, and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for the prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-Five and NO/100 (\$25.00) Dollars, and upon written request, any



such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions set forth in this Article 26 shall not apply to initial sales of the units by Declarant.

27. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other payments created by this Declaration and by the By-Laws; (2) That the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

28. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than two-thirds of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed

by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro-rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 25. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessment liens in favor of any assessing entity;
- (3) For payment of unpaid common expenses;
- (4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than two-thirds of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership interest of twenty-five (25) of the condominium units do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into twenty-seven (27) separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 28.

If the owners representing an aggregate ownership interest of twenty-five (25) condominium units, or more, adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by

the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro-rate according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 25. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 28.

(d) The owners representing an aggregate ownership interest of twenty-five (25) condominium units, or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association that such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the Houston Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another appraiser (to be selected from the Houston Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the Houston Board of Realtors) to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) persons (each of whom shall be a member of the Houston Board of Realtors) and from the names of the four persons so nominated, shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in sub-paragraph (b) (1) through (5) of this Article 28.

(e) The owners representing an aggregate ownership interest of twenty-seven (27) condominium units, or more, with the unanimous consent of all first mortgagees, may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises shall be sold by the Association,

as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's interest in the general common elements, and such apportioned proceeds shall be paid into twenty-seven (27) separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 28.

**29. PERSONAL PROPERTY FOR COMMON USE.** Upon date defined in Article 14 herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium unit owners and occupants. The Association shall hold title to such property for the use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.

**30. PROTECTION OF MORTGAGEE.**

(a) Notice to Association. An owner who mortgages his apartment shall notify the Board of Managers giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Townhouses".

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

(c) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

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

(e) Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

(f) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(g) Approval for Amendments to Declaration, etc. The prior written approval of each first mortgagee shall be required for the following: (i) abandonment or termination of VIEUX CARRE CONDOMINIUMS as a Condominium Regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of unit owners in the common elements and which would change the pro-rata interest or obligations of any unit owner for the purpose of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; and (iii) the termination of any professional management contract for the Condominium Project.

(h) Leases. With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any apartment units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

(i) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of apartment units and of any part of the common elements and facilities, if such loss exceeds \$10,000.00, or damage to a condominium unit exceeds \$1,000.00.

(j) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of an apartment unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds \$10,000.00.

(k) Management Agreements. Any management agreement entered into by the Association will be terminable by either party without cause or payment of a termination fee upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

(l) Right to Partition. No unit may be partitioned or subdivided by the owner thereof without the prior written approval of at least the holders of all the first mortgage liens on such property and the Board of Managers.

(m) Claims for Unpaid Assessments. Any first mortgagee who obtains title to the unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such unit's unpaid dues or charges which accrued prior to the acquisition of title to such unit by the mortgagee.

(n) 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.

(o) Other Acts by Association Requiring Approval of First Mortgagees or Owners. Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to: (i) partition or subdivide any condominium unit, (ii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer, the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause; (iii) 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 improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project, or except as otherwise provided in this Declaration.

(p) Exemption from Right of First Refusal. When any first mortgagee obtains title to an apartment unit pursuant to the remedies provided in the mortgage, such as foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, such mortgagee shall be exempt from any "right of first refusal" or other restrictions on the sale or rental of the mortgaged condominium unit which the Association

might have, including, but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the condominium unit.

31. TAXES. Ad valorem taxes, assessments and other charges of the City, County, State or other political entities, or any special district thereof, shall be separately assessed, and each condominium unit owner shall pay, at his own personal expense, all tax assessments against his townhome. Such taxes are not part of the common expenses. However, taxes on personal property owned by the Association as part of the common elements shall be paid by the Association as a common expense.

32. NOTICES. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the apartment unit number and building address of such owner. All notices, demands or other notices intended to be served upon Managing Agent, or the Board of Managers of the Association, or the Association, shall be sent by ordinary or certified mail postage prepaid, to 3405 Edloe, Suite 203, Houston, Texas 77027 until such address is changed by a notice of address change duly recorded.

33. EMINENT DOMAIN. In the event of a taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the common elements, the award for such taking shall be payable to the Association, which shall represent the owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining common elements, if only part are taken. If all or more than two-thirds (2/3) of the common elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of all of the general common elements, and the condominium regime shall be terminated as hereinbefore provided. Any funds not utilized (in the case of a partial taking) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of a townhouse, the award shall be payable to the owner of such townhouse and his mortgagee, if any, as their interests may appear.

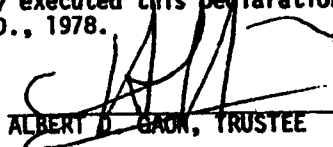
34. GENERAL.

(a) If any of the provisions of this Declaration or any Article, paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any such provision, paragraph, sentence, clause, phrase or word, in any other circumstances shall not be affected thereby.

(b) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

(c) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

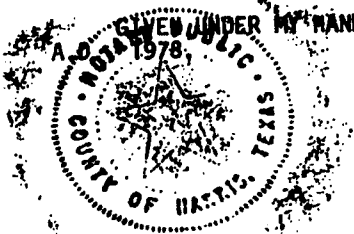
IN WITNESS WHEREOF, Declarant has duly executed this Declaration this the 20<sup>th</sup> day of DECEMBER, A. D., 1978.

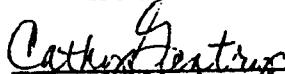
  
ALBERT D. GAON, TRUSTEE

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared ALBERT D. GAON, TRUSTEE, 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 and in the capacity therein stated.

AND GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20<sup>th</sup> day of December



  
CATHY GENTRY  
Notary Public in and for Harris County,  
TEXAS.

my commission expires  
1-19-80

CONSENT OF MORTGAGEE

The undersigned, SAN JACINTO SAVINGS ASSOCIATION, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to said Declaration and the Exhibits attached hereto, and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Signed and attested by the undersigned officers of said SAN JACINTO SAVINGS ASSOCIATION, hereunto authorized, this the 20th day of December, A. D., 1978.

ATTEST:

Jan Moore  
Asst. Secretary

SAN JACINTO SAVINGS ASSOCIATION  
BY: [Signature]  
President

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Melvin B. Reist, as President of SAN JACINTO SAVINGS ASSOCIATION, 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 said SAN JACINTO SAVINGS ASSOCIATION, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of December, A. D., 1978.

Mary Newnam  
Notary Public in and for Harris County,  
TEXAS.  
MARY NEWNAM  
Notary Public, Harris County, Texas  
My Commission Expires January 31, 1979



May 23, 2003

RULES AND REGULATIONS  
FOR  
VIEUX CARRE CONDOMINIUMS

This document, adopted in its present form by the Vieux Carre Homeowners Association on June 30, 1983, serves as addition to and clarification of Article VII, Section 8, Rules and Regulations, By-Laws of Vieux Carre Condominium Homeowners Association, Inc. Article VII, Section 8, and this document supercedes all other rules and regulations.

Infraction of rules, set up to protect Vieux Carre property and the safety of residents and guests and to comply with city health and fire codes, will carry fines as designated at the end of each such rule, following one written warning.

1. Non-resident Owners. Non-resident owners not living within the general Houston area must designate a local contact to handle daily problems that may arise. Failure to designate such contact will result in a monthly fine of \$75 for each unit involved. The homeowner or local contact must present each tenant with a copy of the Rules and Regulations when the tenant moves in.
2. Sidewalks and Entrances. Sidewalks, entrances, passages and stairways must not be obstructed or used for any purpose other than ingress or egress. Plants and small furniture may be used provided fire codes are observed. (City fire codes require three feet of unobstructed aisle ways.) (Fine: \$25.) The Fire Marshall may make unscheduled inspections.
3. Pets. The condominium documents permit small pets.
  - (a) Consent to keep a pet shall be revoked if the pets prove to be a nuisance. (Fine: \$25.)
  - (b) Dogs must not be permitted outside unless on a leash and accompanied by the resident. Should a guest bring a pet, caution him to use a leash when the pet is outside. (Fine: \$25.)
  - (c) Pets are not allowed in the pool area. (Fine: \$50.)
  - (d) Vieux Carre By-Laws prohibits pets in the pool at any time (Fine: \$150.) Should a complaint be filed with the City Health Department, an inspector will come out and test the water for fecal matter. Should any be detected, the pool could be ordered closed up to a week to be drained, cleaned, refilled, and stabilized.



- (e) Dogs are not permitted to void on the premises. (Fine: \$50.)
4. Aerials. Radio or television aerials, dishes or wires may not be erected on any part of the premises without the approval of the Board of Directors. (Fine: \$50.)
5. Alterations. Any exterior alterations will not be permitted without the approval of the Board of Directors. (Fine: \$100.)
6. Parking. Each condominium has been assigned a parking space. Other provisions must be made for guest parking and the parking of commercial vehicles, boats or trailers. (Fine: \$50.)
7. Swimming Pool Policies.
- (a) Residents should not have more than four guests at the pool without prior permission of the Board of Directors. (Fine: \$25.)
- (b) Visitors, except houseguests, are not permitted and will be asked to leave unless the resident who has invited them is with them at the pool. (Fine: \$25.)
- (c) Since there isn't a lifeguard, children under 14 years of age are not allowed in the pool alone at any time. (Fine: \$200.)
- (d) Vieux Carre By-Laws prohibits pets in the pool at any time. (See Rule 3: Pets.)
- (e) Glass objects will not be allowed around or in the pool. (Fine: \$150.)
- (f) Remove all trash when leaving the pool area. (Fine: \$25.)
- (g) Pool floats must be removed from the pool when not in use. Pool floats may remain outdoors long enough to dry, then must be stored indoors. (Fine: \$20.)
- (h) No running or horseplay is permitted. (Fine: \$50.)
- (i) All residents and guests using the pool at night must be considerate of others as to noise of any kind. Radios and stereos must be played softly, so as not to disturb the other guests at the pool. (Fine: \$25.)
- (j) Ash trays have been provided at the pool area. Do not throw cigarette butts in flower beds or on patio area. (Fine: \$20.)
- (k) Foreign objects (cigarette butts, rocks, etc.) are not to be thrown in the pool or fountain. (Fine: \$20.)

Persons not observing these pool rules must take full financial responsibility for injury or damages resulting from their violation.

8. Trees and Shrubbery. The trees and shrubbery are a valuable part of the premises. Each resident shall be liable to assessment for any damages,

mutilation or defacing for which he or his guest is responsible. (Fine: Cost of replacing plants.)

9. Personal Landscaping.

(a) Outdoor potted plants are permissible, provided they are healthy and maintained. Dead or dying plants must not be placed within the common area; e.g., beside front doors and along balconies. (Fine: \$20.)

(b) Residents shall select appropriate clay pots or decorative containers in keeping with the exterior appearance of the project. (Fine: \$20.)

(c) Hanging baskets and potted plants shall be placed so that they do not interfere with access along the upper walkways. (Fine: \$20.)

(d) "In-the-ground" plantings are not permitted without prior consent of the Board of Directors. Such plantings will be removed. It should be noted that when plants are placed in the ground, they become the property of Vieux Carre Condominiums.

10. Motor Vehicles. No motorcycles, motorbikes, motor scooters or other similar vehicles shall be operated or parked within the courtyard. (Fine: \$100.)

11. Flammable Items. Storage of kerosene, gasoline, or any flammable or explosive agent is prohibited. City of Houston Fire Codes prohibit the use of barbeque grills within 10 feet of the building, or any flammable structure. All cylinders and portable containers for compressed gases in service or in storage shall be adequately secured by racks, chains, cables, or other approved non-combustible restraining device. LPG cylinders shall not be stored inside any building or structure. (Fine: \$200.)

12. Movable Articles. Bicycles, coolers and other movable articles must not be kept in the courtyard or on the upper walkways. Store this equipment indoors. The outside area is not to be used as a storage area. (Fine: \$50.)

13. Sales. For reasons of security and available parking space, garage-type sales (i.e., those open to the general public) are not permitted. (Fine: \$100.)

14. Community Appearance. No amount of work or expense can maintain the appearance of Vieux Carre Condominiums unless each resident helps police the project.

15. Patios and Balconies. Enclosed patios and balconies are to be individually maintained by the specific unit owner. All other areas will be maintained by maintenance funds.

16. Security Gates.

(a) Because of the swimming pool, our insurance company requires that gates be closed and locked at all times. If a gate must be propped open in order to carry items in from car, please be sure to close it when you are

arbitration committee with be chosen, the members of which shall be agreed upon by the Board of Directors and the offender. This committee must have (but is not limited to) homeowner representation. Outside experts (city health or fire inspectors) and consultants may be used. The expense of using outside consultants will be paid by the party who requests the consultant.

(c) The offender may call a meeting of the entire Homeowners' Association, as provided in the By-Laws, Article III, Section 4.

Obligations of Payment of Maintenance Fees, Assessments and Fines.

All owners shall be personally obligated to pay maintenance fees, assessments and fines imposed by the Board of Directors, plus any applicable legal fees and court costs. Maintenance Fees shall be due monthly in advance on or before the 5<sup>th</sup> day of each month. Failure to pay by the 15<sup>th</sup> day of each month shall require the imposition of a late charge of \$25.00 for that month and for each succeeding month of non-payment.

Failure to pay fines assessed within thirty (30) days of such assessment will result in the following:

- (a) Late charges for each month said fine is delinquent will be levied according to Condominium Rules and Regulations now in force.
- (b) A lien will be filed for said unpaid fines, late charges and filing fees.
- (c) Eventually, foreclosure will be made for the value of the delinquent amounts plus attorneys' fees.

The above Rules and Regulations have been approved by the Board of Directors on this the 23rd day of May, 2003.

*Paul Watson*

Paul Watson, President

*Guy Seven*

Guy Seven, Vice President

*Pete Valentine*

Pete Valentine, Sec./Treas./Mgr.



## Architectural Control Committee Application

The Architectural Control Committee (ACC) is charged with the responsibility of protecting the integrity of the Association in accordance with the provision of the Deed Restrictions. Before any structure, addition, improvement or alteration of any nature is erected on the exterior of any unit; the construction plans and specifications must be submitted in writing and approved by the ACC. It may take up to 30 days to review and approve/deny your request.

**It is prudent to obtain ACC approval before scheduling your improvements and obtaining any city permits. If improvements are made and your application is denied, you will be asked to remove them immediately.**

Homeowner Information	
Association Name:	
Property Address:	
Owner's Name:	
Phone Number:	
Email Address:	
Improvement Specifications	
1. Type of Improvement:	
2. Location of Improvement:	
3. Materials Used:	
4. Contractor Name:	Start Date:
Contractor Phone Number:	Completion Date:

**Instructions:** Use the space above to provide the following information. Attach additional pages where necessary.

1. **Type:** Sufficient detail should be provided to describe the nature of the requested improvement/alteration. Include dimensions of the improvement/alteration, along with any pictures or drawings, where applicable. The more detail that is provided to the Committee, the better enabled they are to complete the review process.
2. **Location:** Include detailed information on the location, with dimensions, of the improvement/alteration in relation to existing structure(s). Include a site plan to show the orientation of the improvement/alteration with respect to streets, walks, easements, and any neighboring structures.
3. **Materials:** Include a list or description of the material to be used. Please include samples of materials and/or color swatches, where applicable.
4. **Contractor & Dates:** Include the name, phone number and certificate of liability and worker's compensation insurance of the contractor to be used. If you are going to do the work yourself include a description of your experience and/or credentials that qualify you to do the work. Include your estimated start and completion dates.

**DISCLAIMER**

By my signature, I hereby certify that the proposed construction modification is in full compliance with all setback restrictions or requirement for minimum distances from property lines applicable to the property referenced above, and I further certify that the proposed construction/modification will not encroach upon or interfere with any covenants or easements applicable to my property. I certify that the placement of the improvement will conform to City zoning laws, that all necessary City permits will be obtained and regulations will be followed. If approved, I will provide a copy of the completed Architectural Control Committee Application to the person(s) or company(s) responsible for the construction of the improvement(s).

I understand that the Architectural Control Committee is not waiving any setback restriction requirements for minimum distances from property lines, covenants, or easements applicable to my property. I agree that I will not assert or claim that approval of this application constitutes a waiver of such setback restrictions, required minimum distances from property lines, covenants or easements in any legal or equitable proceeding.

Owner's Signature:		Date:
--------------------	--	-------

**Please email completed form to [Receptionist@GenesisCommunity.com](mailto:Receptionist@GenesisCommunity.com)  
or mail/fax using the information listed below.**

## Instructions for turning off water at Vieux Carre condos

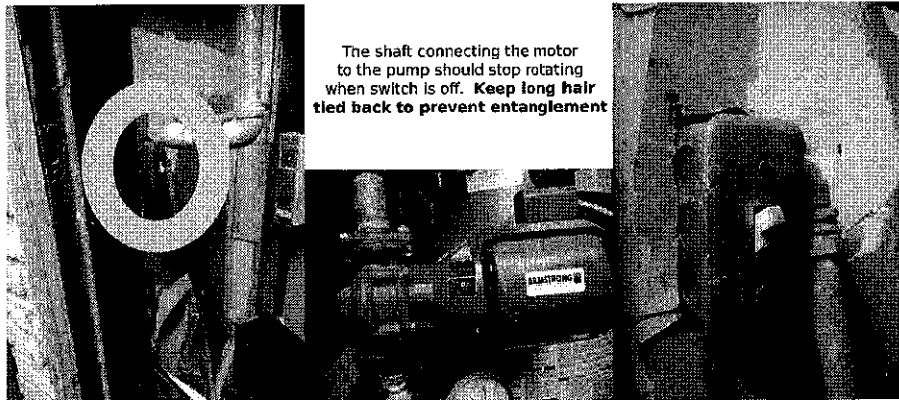
1. provide posted 48 hour notice on both sides of all three doors
2. water should not be shut off outside the hours of 10 am to 4 pm, except in cases of emergency
3. Scheduled water shut off should occur on a Monday to Thursday to prevent water-related emergencies over the weekend
4. Turn off pump before shutting off water and turn it back on after.



Inside the small door at the south west corner of Vieux Carre

Turn the piece of wood to open the door

Water heater is grey, pump is red



The shaft connecting the motor to the pump should stop rotating when switch is off. Keep long hair tied back to prevent entanglement

around the corner is the pump switch  
turn the switch off before turning off water main  
and turn switch on after turning water main back on

Close up of pump switch



Location of water main  
Make sure to replace cover when not in use

Turn clockwise about 10 complete revolutions to turn off.  
Open fully to restore water flow  
Knob can be turned by hand.

**VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION,  
INC.  
FINE SCHEDULE**

Pursuant to the Condominium Declaration for Vieux Carre Condominiums recorded December 20, 1978, under Clerk's File No. F900333 and recorded under Film Code No. 115-91-1256 et seq. of the Official Public Records of Harris County, Texas, and §82.102(12) of the Texas Uniform Condominium Act, the Board of Directors of VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (the "Association"), have adopted the following Fine Schedule.

An Owner who violates the Declaration, Bylaws, or Rules and Regulations of the Association (hereafter "Deed Restrictions") will be subject to the following fine schedule:

1. **First Violation:** An initial Violation Letter will be mailed via regular mail to the Owner requesting compliance with the Deed Restrictions within 30 days from the date of the letter. The initial Violation Letter will advise the Owner that he/she will be fined if the violation is not corrected within 30 days or reoccurs. **NO FINE.**
2. **Second Violation:** If the violation is not corrected within 30 days from the date of the first Violation Letter, the Owner will be assessed a **\$50.00 FINE**. A second Violation Letter will be mailed via regular mail and certified mail, return/receipt/requested, to the Owner requesting compliance with the Deed Restrictions within 15 days from the date of the letter. The second Violation Letter will advise the Owner that he/she will be fined if the violation is not corrected within 15 days or reoccurs.
3. **Third Violation and Final Notice:** If the violation is not corrected within 15 days from the date of the second Violation Letter, the Owner will be assessed a **\$100.00 FINE**. A final Violation Letter will be mailed via regular mail and certified mail, return/receipt/requested, to the Owner requesting compliance with the Declaration within 10 days from the date of the letter. The final Violation Letter will advise the Owner that he/she will be turned over to the Association's Attorney to obtain compliance with the Restrictions if the violation is not cured.
4. If the violation has not been corrected or reoccurs after the expiration of the final Violation letter, the Owner will be assessed a **\$50.00 FINE** per month for each month the Violation continues or reoccurs.
5. Furthermore, in addition to assessing a **\$50.00 FINE** as provided above, the Board of Directors shall have the right to undertake any action authorized by the Deed Restrictions, including, but not limited to, remedying the violation or initiating legal action. Any costs incurred by the Association will be billed directly to the Owner.
6. All Violation Letters will be issued and sent by the current Management Company on behalf of the Association.

All **FINES** are due within 30 days from the date of assessment. Failure by an Owner to pay a fine will subject the Owner to the same potential penalties as failure to pay an assessment.

An Owner who desires to appeal a violation or the imposition of a fine must follow the Appeal Process as outlined below:

1. An appeal must be in writing and mailed to the Board of Directors in care of the Management Company. A written appeal must be received within 30 days from the date of the Violation Letter.
2. In the event a timely request for an appeal is received, the fine(s) will be held in abeyance pending a hearing on the appeal.
3. An Owner will be allowed an appeal hearing in front of a panel of three Directors (the "panel"). The hearing will be at a time and place selected by the Directors. An Owner will receive five days written notice of the date and time of the appeal hearing via e-mail, regular mail, certified mail, return/receipt/requested or hand delivery.
4. An Owner is responsible for presenting all pertinent factual information to support his/her appeal of the violation and/or extenuating circumstances for the panel's consideration.
5. An Owner will be notified of the panel's decision within 10 days from the date of the appeal hearing. If the panel rules to uphold the violation, all fines will become due and payable.
6. An Owner who disagrees with the panels decision has 5 days from the date he/she receives notification of the panel's decision to file a written appeal with the Board of Directors. An owner must deliver or mail notice of the appeal to the Management Company.
7. In the event a timely request for an appeal is received, the Board of Directors will select the location for a hearing and an owner will receive five days written notice of the date and time of the appeal hearing via e-mail, regular mail, certified mail, return/receipt/requested or hand delivery.
8. Before an owner presents his/her case, the panel shall give a report on its decision to the Board of Directors. After an owner presents his/her appeal, the Board will vote on the appeal. The decision of the Board of Directors is final and is not subject to appeal.
9. An appeal which does not comply with this process will not be heard by the panel or the Board of Directors and will be considered **DENIED**.



The fine(s) referenced herein shall be collected in the same fashion as any other assessment pursuant to the Deed Restrictions governing the Association and Texas statutes.

The Association, acting through its Board of Directors, is hereby authorized, at its sole discretion, to impose a lesser fine or no fine at all for a violation of the Deed Restrictions. Any adjustment to the Fine Schedule by the Board of Directors should not be construed as a waiver of the Fine Schedule.

APPROVED THIS 14 day of November, 2014.

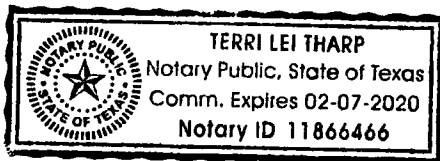
VIEUX CARRE CONDOMINIUM  
HOMEOWNERS ASSOCIATION, INC., a  
Texas non-profit corporation, acting through its  
President

By: Jessica Wheeler  
Jessica Wheeler, President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**ACKNOWLEDGMENT**

Jessica Wheeler, as President of VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., acknowledged this instrument before me on the 14<sup>th</sup> day of November, 2014.



TERRI THARP  
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

**SEARS | BENNETT | LLP**  
Attorney at Law  
9700 Richmond Avenue, Suite 222  
Houston, Texas 77042

RP-2016-201542

RP-2016-201542  
# Pages 4  
05/12/2016 02:31 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2016-201542

CERT  
X

MANAGEMENT CERTIFICATE FOR  
VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

1. The undersigned, being the President of Vieux Carre Condominium Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 82.116 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:
2. Name of Condominiums: The name of the Condominiums is Vieux Carre.
3. Name of Association: The name of the Association is Vieux Carre Condominium Homeowners Association, Inc.
4. Location of the Condominiums and Recording Data of the Declarations:
  - a. All of Vieux Carre Condominium Regime, a Condominium Project in the City of Houston, Harris County, Texas, as fully described in and as located, delineated and defined in the Condominium Declaration for Vieux Carre Condominium Homeowners Association, Inc., recorded December 20, 1978, under Clerk's File No. F900333 and recorded under Film Code No. 115-91-1256 et seq. of the Official Public Records of Harris County, Texas.
  - b. By-Laws for Vieux Carre Condominium Homeowners Association, Inc., recorded December 20, 1978, under Clerk's File No. F900333 and recorded under Film Code No. 115-91-1256 et seq. of the Official Public Records of Harris County, Texas.
  - c. Redesignation of Parking Spaces for Vieux Carre Condominium Homeowners Association, Inc., recorded September 5, 1980, under Clerk's File No. G665638 and recorded under Film Code No. 165-99-0636 et seq. of the Official Public Records of Harris County, Texas.
  - d. 1849 Marshall Street, Houston, Texas 77098.
5. Name and Mailing Address of the Association: The name and mailing address - of the Vieux Carre Condominium Homeowners Association, Inc. c/o Genesis Community Management, Inc., 9700 Richmond Avenue, Suite 230, Houston, Texas 77042.

(2)  
1EE

ER 030 - 16 - 2037

ER 030 - 16 - 2038

- 6. Name and Mailing Address of Person Managing the Association or its Designated Representative: The name and mailing address of the designated representative of Vieux Carre Condominium Homeowners Association, Inc. is Carl DeBarbieris, Managing Agent, Genesis Community Management, Inc., 9700 Richmond Avenue, Suite 230, Houston, Texas 77042.
- 7. Telephone Number to Contact the Association: The telephone number to contact Vieux Carre Condominium Homeowners Association, Inc., is 713-953-0808 (c/o Genesis Community Management, Inc.)

1EE

Executed on this the 27 day of January, 2012.

VIEUX CARRE CONDOMINIUM  
HOMEOWNERS ASSOCIATION, INC.

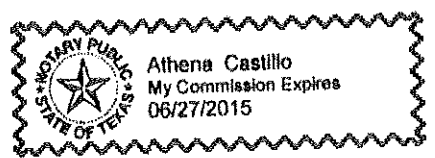
1OR

By: Jessica Wheeler  
Jessica Wheeler, President

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**ACKNOWLEDGMENT**

BEFORE ME, the undersigned notary public, on this the 27<sup>th</sup> day of January, 2012 personally appeared Jessica Wheeler, President of Vieux Carre Condominium Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Jenny Heath  
Notary Public in and for the State of Texas

RETURN TO:  
SEARS & BENNETT, LLP  
Sarah Vultaggio  
9700 Richmond Avenue, Suite 222  
Houston, Texas 77042  
Telephone: (713)782-1788  
Facsimile: (713) 782-1787  
Email: Sarah@searsfirm.com  
Website: www.searsfirm.com

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 20.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

**VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.  
ASSESSMENT COLLECTION POLICY**

STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (the "Association") was incorporated in the STATE OF TEXAS; and

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declaration for the VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (hereafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration and Section 82.102 (12) of the Texas Uniform Condominium Act empower the Association to levy assessments and to use certain powers of enforcement and collection and further obligates property owners to pay such levies and related charges and costs; and

WHEREAS, some owners have failed to timely meet their payment obligations; and

WHEREAS, the Board of Directors of the Association (the "Board") desires to establish a policy for assessment collection and to provide clear and definitive guidance to the members of the Association;

NOW, THEREFORE, the Board has duly adopted the following Assessment Collection Policy.

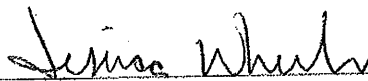
1. All maintenance fee assessments are due on the first day of each month. Any assessment which is not paid when due shall be deemed delinquent.
2. Any account with an unpaid maintenance fee assessment after the 10th of the month shall be assessed a late charge in the amount of \$25.00.
3. Any account with an unpaid maintenance fee assessment after thirty (30) days shall be assessed interest on the unpaid balance each month at the rate of ten percent (10%) per annum.
4. If any assessment remains unpaid thirty-five (35) days after the due date, the Managing Agent is authorized to send the owner a Collection Letter until the account balance is less than \$50.00. Each Collection Letter shall specify the total amount then owing as well as a breakdown of the total amount. A processing fee of \$5.00 shall be added to the delinquent account for each Collection Letter mailed.
5. If any assessment remains unpaid sixty-five (65) days after the due date and the account balance is over \$500.00, the Managing Agent is authorized to send the owner a Certified Collection Letter, which shall specify the total amount then owing as well as a breakdown of the total amount. The Certified Collection Letter shall apprise the owner that collection of the account will be turned over to the Association's attorney unless payment in full is received within thirty (30) days of the date of the letter. A processing fee of \$15.00 plus the cost of postage shall be added to the delinquent account for each Certified Collection Letter mailed.
6. If any assessment remains unpaid thirty (30) days after mailing the Certified Collection Letter and the account balance is over \$500.00, the Managing Agent is authorized to instruct the Association's

attorney to proceed with steps necessary to effect enforcement of the Association's lien to satisfy the assessments due, including conducting a foreclosure sale.

7. Payments must be made in the following form: personal check, cashier's check, or money order. Cash will not be accepted.
8. All assessments are due in full. If a payment plan is established, an owner may make a partial payment towards a delinquent account. Unless otherwise agreed upon, the Association may reject all partial payments.
9. Any partial payment that is accepted, whether agreed upon in an approved payment plan or otherwise, shall be applied toward the delinquent account in the following order: 1) delinquent assessments, 2) current assessments, 3) attorneys' fees and collection costs associated with a delinquent account, 4) attorneys' fees other than those associated with a delinquent account, 5) fines; and 6) any other amount owed to the Association.
10. A processing fee of \$25.00 shall be added to an account for any and all payment(s) returned by a financial institution due to insufficient funds (NSF). The Association may require payment in the form of a cashier's check or money order to replace a NSF check. The Association may immediately require all future payments to be paid in the form of certified funds upon receipt of a NSF check.
11. All costs and fees incurred by, charged to or paid by the Association for processing a delinquent account shall be added to the delinquent account and paid by the Member.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding assessment collection which may have previously been in effect. All other provisions contained in the Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 10 day of January 2012



Jessica Wheeler  
President

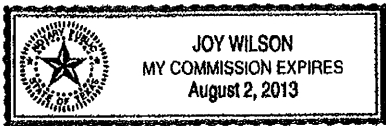
Vieux Carre Condominium Homeowners Association, Inc.

ER 029 - 76 - 1501

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

Before me, the undersigned authority, on this day personally appeared Jessica Wheeler, President of Vieux Carre Condominium Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10 day of January 2012



J. Wilson  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SEARS & BENNETT, LLP  
9700 RICHMOND AVENUE, SUITE 222  
HOUSTON, TEXAS 77042  
TELEPHONE: (713) 782-1788  
WWW.SEARSFIRM.COM

ER 029 - 76 - 1502



RES  
V

VIEUX CARRE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.  
MEETING OF THE BOARD OF DIRECTORS  
11-19-, 2013

RESOLUTION REGARDING COVERED PROPERTY UNDER THE MASTER PROPERTY INSURANCE POLICY

STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, being a duly authorized officer of Vieux Carre Condominium Homeowners Association, Inc., (the "Association"), a Texas Non-Profit Corporation, pursuant to Article 1396 of the Texas Non-Profit Corporation Act, hereby adopts the following resolution at a duly called board meeting:

RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, that everything that is legally a part of the building, per the original building specifications, shall be covered under the Association's Master Property Insurance policy. This shall include, but is not limited to fixtures, installations and additions which are part of the building and contained within the interior surfaces of the perimeter walls, floors and ceilings of the unit, including specifically floor coverings, wall coverings, decorative trim, ceiling coverings, paint, built in appliances, cabinetry, window coverings, air conditioning, ventilation, built in refrigeration, laundering, cooking and dishwashing equipment, as well as interior partition walls and doors. This does not include any improvements or betterments made by individual unit owners. All improvements and/or betterments made by individual unit owners above the standard or original building specifications shall be the responsibility of the individual unit owners to insure.

Approved and adopted by the Board on this 19 day of November, 2013.

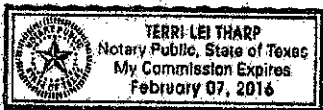
Jessica Wheeler  
Jessica Wheeler  
President  
Vieux Carre Condominium Homeowners Association, Inc.

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STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Jessica Wheeler, President of Vieux Carre Condominium Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19<sup>th</sup> day of November, 2013.



Terri Sharp  
Notary Public, State of Texas

ER 051 - 83 - 1013

ER 051 - 83 - 1014

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e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 16.00

**RECORDERS MEMORANDUM**

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

# *Vieux Carre Condominium Homeowners Association, Inc.*

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## **2017 ANNUAL MEETING OF THE MEMBERS** **1849 MARSHALL, HOUSTON, TEXAS, UNIT 18** **DECEMBER 4, 2017**

### **MINUTES OF MEETING**

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#### Present

Jessica Wheeler, President  
Peter Lucas, Vice President  
Christina Hamberger, Secretary/Treasurer

#### Absent

#### Also Present

Barbara Reid, GCM  
Erica Martinez, GCM

#### **ROLL CALL AND CERTIFICATION OF PROXIES:**

Genesis Community Management, Inc. certified the proxies and verified that the quorum required was 50%. There were 62.98 % present or by proxies. With a Quorum established, Jessica called the meeting to order at 6:08 P.M.

#### **PROOF OF NOTICE OF MEETING**

Genesis stated that the Certification of Mailing of the Notice of the Annual Meeting was available if anyone would like to see it.

#### **APPROVE MINUTES OF DECEMBER 6, 2016 ANNUAL MEETING**

Jessica Wheeler made a motion to approve the December 5, 2016 Annual Meeting Minutes. Christina Hamberger seconded the motion and the motion passed unanimously.

#### **FINANCIAL REVIEW AND 2017 BUDGET**

At the Board's request, Barbara Reid of Genesis Community Management, Inc., gave an overview of the October 31, 2017 Financial Statement. The association had \$17,911.52 in Operating, \$10,840.80 in the Reserve Account and \$1,368.74 in Petty Cash for a total Cash and Bank Accounts of \$30,122.06. The members were given copies of the 2018 preliminary budgets with no increase, with 15% and one with 20% for review by the members before a vote.

#### **MEMBERS VOTE ON MONTHLY INCREASE OF 15,%, 20% OR NO INCREASE**

Genesis explained the voting process. Each person should vote for only one option. The Ballots were tabulated and the vote was for \$15% increase. Jessica made a motion to accept the Budget with a 15% increase TO BE EFFECTIVE ON March 1, 2018. The motion was seconded by Christina and with no objections, the motion passed.

#### **ELECTION OF MANAGERS – THERE WERE NO TERMS EXPRING THIS YEAR.**

#### **MEMBER'S OPEN FORUM**

- 1) The question was asked why the rise in the assessment instead of a special assessment. It was explained by Jessica that the Association has a lot of issues that need money in the Reserve Account in order to be prepared. Had there not been an increase a couple of years ago, there would have been no money to replace a roof. The HOA had not raised the assessment for many years and it was having a negative effect on their ability to get a loan for the \$70,000 to make foundation repairs to the East building. It also negatively effects a person's ability to get a conventional loan or refinance their loan.
- 2) An owner wanted to know what the money would go toward. Jessica explained that it would mainly go to put money in the Reserve Account. The two large projects now are to replace a

## *Vieux Carre Condominium Homeowners Association, Inc.*

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sewer pipe that is under Unit 9 and to have ST Construction stabilize the east buildings foundation. She feels that there is money in the Association accounts to take care of those two items now.

- 3) An owner asked if the stabilization will solve the foundation problem. Jessica stated that it only stops further settling. It does not level the building.
- 4) An owner asked who is responsible for the cracks to float the concrete in the unit. Genesis will check their document but normally from the flooring out, it is the owner's responsibility and that would be considered flooring.
- 5) An owner voiced her opinion about the appearance of the property and felt that in her absence for the last three years that the appearance has deteriorated. She stated that the landscaping looked terrible and felt that the property looked like a ghetto. She wanted to know who is actually responsible for taking care of the property and felt that management was at fault. Christina noted that Genesis is only supposed to be on property once a month for the violation inspection. She said that she would be happy to meet with any owners who would like to walk the property with her to discuss specific issues. She felt that using a blanket phrase that everything looks terrible is not acceptable. She also stated that the Board felt that there were other issues to be handled and they hired a landscaper who does minimal work to keep the property maintained. If there are other issues that need attention, members stated that they would agree to pay more a month to have better landscaping.
- 6) An owner felt that there should be a landscaping plan in place, i.e., what was to be done, when, etc. The Board will discuss further. Christina stated that they would consider having a more extensive clean up done and then put together a plan for regular landscaping. She asked if Maryann and Katy and she could get together and walk the property and work on a plan together. She wants to know what their opinion of "visually attractive" is to them so they are all on the same page. She stated that the Board will revisit the 2018 budget to see if more money can be allocated for additional landscaping. Katy suggested that if any owners do want to help with the landscaping maintenance, the Board should consider giving them some kind of incentive to do so.
- 7) Another owner wanted to know what the schedule was for all the vendors who do work on the property. The pool company and the landscaper are there only once a week. They asked if Genesis could send a schedule of the days that they are to be on property so they can make sure they are on property as scheduled.
- 8) An owner who was on the board previously stated that she knows that the Board works very hard at taking care of the property and works closely with management to do so. She stated that there were constant emails between the directors on a regular basis. Her main concern was that the structural integrity of the buildings was a priority to keep everyone safe. She feels that most tenants and owners are not going to be involved in maintenance of the property. If you want more done, you have to have money in the budget to do more. Christina stated that any money spent requires two board members approval and that he money is watched very closely.
- 9) An owner stated that more communication needs to be given to the owners. He wanted a weekly report of what was spent, how much, etc. Genesis stated that the financial statements are available to anyone. It was suggested that a quarterly report could be sent to the owners instead of weekly reports which includes the Balance Sheet and Income and Expense Report.
- 10) The discussion of a Newsletter came up. The Board stated that the Board would be discussing it further. No one volunteered to take on that responsibility.
- 11) One owner wanted to know which foundations have had work done. Building A had \$13,000 in leveling done by special assessment. Building B has had none and Building C is the one that will have the stabilization done soon.
- 12) An owner wanted to know if the budget has money to have the walkway and the doors power washed. Christina stated that it would be very expensive to have power washing

## *Vieux Carre Condominium Homeowners Association, Inc.*

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done. Jessica stated that power washing was too hard on the paint and exteriors. It was suggested that they could be hosed down. One owner volunteered to have her husband hose everything down if there was a water faucet available. She felt that this should be included in the assessment increase.

- 13) An owner stated that according to the proposed budget one of the largest expenses was the cable tv and wanted to know if the contract could be cancelled. Genesis stated that she had investigated this for four other properties and Comcast is not negotiating any buyout or cancellations of contracts. There is too much competition in the industry due to the dish companies. The contract is only for three more years. Genesis suggested that when the contract ends, the money should not be removed from the budget but placed in the reserve account each month. Another owner wanted to know if there was a date in the future when the monthly assessment would not be increased. At the time when the Comcast contract ends, that might be a good time to put the increases on hold for a while.
- 14) An owner noted that the access phone needs repair. The phone dials her but she cannot hear the person calling and the person calling cannot hear her. Genesis will put in a work order to have it checked.
- 15) An owner stated that he would like to have a contact information sheet for all owners and tenants. When he had a problem with his unit, he had no idea how to reach people in the complex. Genesis stated that it would require a waiver from each person in order to list their contact information. Genesis will send the request.

### **ADJOURNMENT**

With no other business to come before the Board, Christina made a motion to adjourn. Jessica seconded the motion and the motion passed unanimously. The meeting adjourned at 7:17 P.M.

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NOTICE  
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**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006  
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Vultaggio, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah Vultaggio. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Vieux Carre Condominium Homeowners Association, Inc., a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1) Articles of Incorporation of Vieux Carre Condominium Homeowners Association, Inc.; 2) Rules and Regulations for Vieux Carre Condominium Homeowners Association, Inc.; and 3) Assessment Collection Policy for Vieux Carre Condominium Homeowners Association, Inc. The documents attached hereto are subject to being supplemented, amended or changed by the Association.

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Condominium Declaration & By-Laws for Vieux Carre Condominium Homeowners Association, Inc., recorded December 20, 1978, under Clerk’s File No. F900333 and recorded under Film Code No. 115-91-1256 et seq. of the Official Public Records of Harris County, Texas.
- 2) Redesignation of Parking Spaces for Vieux Carre Condominium Homeowners Association, Inc., recorded September 5, 1980, under Clerk’s File No. G665638 and recorded under Film Code No. 165-99-0636 et seq. of the Official Public Records of Harris County, Texas.

SIGNED on this the 24<sup>th</sup> day of January, 2012.

ER 029 - 76 - 1489

*Sarah Vultaggio*

Printed Name: Sarah Vultaggio  
Position Held: Attorney and Agent for  
Vieux Carre Condominium Homeowners  
Association, Inc.

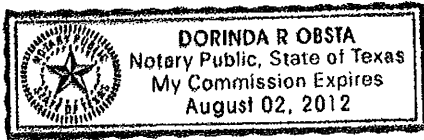
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**VERIFICATION**

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

**BEFORE ME**, the undersigned authority, on this day personally appeared Sarah Vultaggio, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

**SUBSCRIBED AND SWORN TO BEFORE ME**, a Notary Public, on this the 24th day of January, 2012.



*Dorinda R. Obsta*  
\_\_\_\_\_  
Notary Public – State of Texas

RETURN TO:  
Sears & Bennett, LLP  
Attorney at Law  
9700 Richmond Avenue, Suite 222  
Houston, Texas 77042

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STAN STANART  
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**RECORDERS MEMORANDUM**

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THE STATE OF TEXAS  
COUNTY OF HARRIS

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*Stan Stanart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS