

J349882

Leawood Townhomes

FILED

JAN 31 10 58 AM '84

BY-LAWS

OF

LEAWOOD HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

Charter No. 647649

Harris County, Texas

Quit Rodriguez
COUNTY CLERK
HARRIS COUNTY, TEXAS

NOTICE

On January 29, 1984 the first annual Homeowners Association meeting was held at the Adams Mark Hotel and a new Board of Directors was elected by the Homeowners Association. The persons who were elected to the Board of Directors are:

NAME	PHASE	VOTES	TERM
Misaru Yamasaki	2	194	3 years
Jack Franklin	1	162	3 years
Christine Pino	1	147	2 years
Steve Raitch	1	108	2 years
Richard Hernandez	1	88	1 year

Frank Hudson, Alec Hudson and Walter Worth resigned from their positions as the initial Board of Directors.

LEGAL DESCRIPTION OF THE PROPERTIES

The properties referred to in this document are fully described in the condominium records of Harris County, Texas under Volume 133, Page 1 and Volume 133, Page 108 and under Harris County Clerk's File No. 4863992 and commonly referred to as 9700 Leawood Boulevard (Phase 1), Houston, Harris County, Texas AND Volume 137, Page 101 of the condominium records of Harris County, Texas and as recorded in Harris County Clerk's File No. J043107 commonly known as 9797 Leawood Boulevard (Phase 2), Houston, Harris County, Texas.

RETURN TO:

Leawood Homeowners Association, Inc.
c/o Taheri International
Property Management Division
5433 Westheimer, Suite 1000
Houston, Texas 77056
Attention: Don Searle

LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 143 PAGE 74

BY-LAWS

OF

LEAWOOD HOMEOWNERS ASSOCIATION, INC.

(A Texas Non-Profit Corporation)

ARTICLE I

NAME

1.1 NAME. The name of the organization shall be LEAWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

PURPOSE AND OWNER OBLIGATION

2.1 PURPOSE. The purpose for which this non-profit Association 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 a Regime according to the provisions of the Condominium Act of the State of Texas.

2.2 OWNER OBLIGATION. All present or future owners, tenants, future tenants or any other person who 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 strictly followed.

ARTICLE III

DEFINITIONS AND TERMS

3.1 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. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with LEAWOOD TOWNHOMES during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors 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 Directors, if it so elects, may issue one (1) Membership Card per Unit 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 is terminated.

3.2 VOTING. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote will be weighted to equal the proportionate share of ownership of the Unit Owner in the Common Elements. Voting shall not be split among more than one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is one hundred fifteen (115). The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred percent (100%).

3.3 MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of Unit Owners" shall mean those Owners with fifty-one percent (51%) of the votes entitled to be cast.

3.4 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 3.3 of this Article shall constitute a quorum.

3.5 PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be notarized and one person may not cast more than three proxy votes.

ARTICLE IV

ADMINISTRATION

4.1 DECLARANT CONTROL. Notwithstanding any provision herein to the contrary, and in accordance with Paragraphs 4.2 and 4.3 of the Condominium Declaration for LEAWOOD TOWNHOMES, the Declarant, CADILLAC DEVELOPMENT CORPORATION, a Texas corporation, shall retain control over management of the affairs of the Association. This retention of control shall be for the benefit of the Unit Owners and any First Mortgagees of record and for the purpose of insuring both a complete and orderly buildout and a timely sellout of the Project Units. This control shall last no longer than June 1, 1983, or upon sale of seventy-five percent (75%) of the Units, or when in the sole opinion of the Declarant the Project is viable, self-supporting and operational, whichever occurs first.

4.2 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 Condominium Project through a Board of Directors.

Leewood Townhomes

4.3 PLACE OF MEETINGS. All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

4.4 ANNUAL MEETINGS. Annual meetings shall be held the fourth (4th) Tuesday of January each year. Declarant may hold the first annual meeting at any time before or after the fourth (4th) Tuesday of any January. Declarant shall hold an annual meeting or a special meeting when it determines that its control period has terminated or is about to be terminated per Article 4.1 herein. When the Declarant control period is terminated or is about to be terminated per Article 4.1 and the Declarant shall hold a meeting of the Owners at which time the Declarant's Board of Directors and Officers for the Homeowners Association shall resign and be replaced by a new Board of Directors and Officers as selected by a majority of the Unit Owners.

4.5 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 Directors or upon a petition signed by at least one-third (1/3) of the Owners and 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 four-fifths (4/5) of the Owners present, either in person or by proxy. Should ten percent (10%) or more of the Owners desire a special meeting during the Declarant's Control Period, then they may petition the Declarant to hold and conduct a special meeting. During the Declarant's Control Period, the Board of Directors and Officers of the Homeowners Association may not be changed.

4.6 NOTICE OF MEETINGS. The Secretary shall mail notices of annual and special meetings to each Member of the Association, directed to his last known post office address, as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than ten (10) days nor more than twenty (20) days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand or left at his residence in his absence at least six (6) days prior to the date set for the meeting. If requested, any Mortgagee of record or its designee may be entitled to receive similar notice.

- 3 -

LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
MORRIS COUNTY, TEXAS
VOL. 143 PAGE 75

a. To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration.

b. To establish, make and enforce compliance with rules necessary for the orderly operation, use and occupancy of this Condominium Project. (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 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 One Hundred Thousand Dollars (\$100,000.00) per person, Three Hundred Thousand Dollars (\$300,000.00) per accident and Fifty Thousand Dollars (\$50,000.00) property damages, or a One Million Dollar \$(1,000,000.00) umbrella policy. To insure and keep all the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, the Owners of the Condominium Units and their First Mortgagees.

e. To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the Owners; and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments subject to provisions of the Declaration; to levy and collect special assessments in order to meet increased operating or maintenance expenses or costs, and additional capital expenses. All monthly or other assessments shall be in itemized statement form and shall set forth in detail 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 provided in the Declaration and these By-Laws.

g. To protect and defend the entire Premises from loss and damage by suit or otherwise.

- 5 -

4.7 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 attained.

4.8 ORDER OF BUSINESS. The order of business at all meetings of the Owners shall be:

- a. Roll call.
- 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 Directors.
- g. Unfinished business.
- h. New business.

ARTICLE V

BOARD OF DIRECTORS

5.1 NUMBER AND QUALIFICATION. The affairs of this Association shall be governed by a Board of Directors composed initially of three (3) persons. The following persons shall act in such capacity and shall manage the affairs of the Association until their successors are elected, to-wit:

NAME	ADDRESS
Frank N. Hudson	5051 Westheimer, Suite 1600 Houston, Texas
Walter F. Worth	5051 Westheimer, Suite 1600 Houston, Texas
Alec N. Hudson	5051 Westheimer, Suite 1600 Houston, Texas

At the first annual meeting of the members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to five.

5.2 POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a residential Condominium Project. The Board of Directors may do all such acts and things that are not by these By-Laws or by the Condominium Declaration for LEAWOOD TOWNHOMES directed to be exercised and done by the Owners.

5.3 OTHER POWERS AND DUTIES. The Board of Directors shall have the following duties:

- 4 -

h. To borrow funds in order to pay for any required expenditure or outlay; to execute all such instruments evidencing such indebtedness which shall be the several obligations of all of the Owners in the same proportion as their interest in the Common Elements.

i. To enter into contracts within the scope of their duties and power.

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

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 any First Mortgagee of a Unit and the Veterans Administration, and to cause a complete audit of the books and accounts by a competent accountant, once each year. The Association shall cause to be prepared and delivered annually to each Owner an audited statement showing all receipts, expenses or disbursements since the last such statement. Such audited financial statements shall be available to any First Mortgagee of a Unit, on request, within ninety (90) days following the fiscal year end of the Project.

l. To meet at least once each quarter.

m. To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements.

n. 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.

5.4 ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of one-third (1/3) of the Directors shall be fixed for one (1) year, the term of office of one-third (1/3) of the Directors shall be fixed at two (2) years, and the term of office of the remaining one-third (1/3) of the Directors shall be fixed at three (3) years. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The persons acting as Directors shall hold office until their successors have been elected and hold their first meeting. If Declarant's Control Period has not terminated per Article 4.1 at the time set for the first annual meeting, then the Board of Directors shall remain the same and no new Board members shall be elected.

- 6 -

Leawood Townhomes

5.5 VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected shall serve out the remaining term of his predecessor.

5.6 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one (1) or more of the Directors 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 Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. During the Declarant's Control Period, Directors may not be removed.

5.7 ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held upon being elected or within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

5.9 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Secretary, or upon the written request of at least two (2) Directors. The President or Secretary will give three (3) days' personal notice to each Director by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

5.10 WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a

quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is 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 additional notice.

5.12 FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

ARTICLE VI
OFFICERS

6.1 DESIGNATION. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors.

6.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

6.4 PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of both the Association and the Board of Directors. He shall have all 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 to assist in the administration of the affairs of the Association. The President, or his designated alternate, shall represent the Association at all meetings of the LEAWOOD HOMEOWNERS ASSOCIATION, INC.

6.5 VICE PRESIDENT. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

6.6 SECRETARY.

a. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. He shall

- 8 -

LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 143 PAGE 76

have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

b. 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 show opposite each Member's name, the number of Members living in the Unit and the parking space assigned for use in connection with such 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.

6.7 TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all money of the Association and shall disburse such as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board of Directors, including authority to: sign all checks and promissory notes of the Association; keep proper books of account; cause an annual statement of the Association's books to be made at the completion of each fiscal year; prepare an annual budget and a statement of income expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members; and perform all other duties assigned to him by the Board of Directors.

ARTICLE VII

MANAGEMENT CONTRACT

7.1 MANAGEMENT COMPANY. The Board of Directors may enter into a management agreement with a management company at a rate of compensation agreed upon by the Board of Directors. In accordance with the Declaration and these By-Laws, the management company shall have, but shall not be limited to, the following functions, duties and responsibilities:

a. Fiscal Management.

(1) Prepare annual operating budget detailed to reflect expected operation for each month. This budget is established to show expected recurring receipts and operating disbursements. It is further used for comparison with actual monthly income and expenditures.

(2) Prepare five (5) year sinking fund reserve budget projection for capital expenditures on items recurring only periodically, i.e., painting, etc., for Common Elements.

(3) Prepare monthly operating and cash position statements and statements concerning sinking fund reserve accounts.

(4) Analyze and compare operating receipts and disbursements against the Board-approved budget. Where a significant variation is shown (10% above or below the budgeted amount), prepare explanations of variations from budgeted figures. Suggest corrective recommendations, if applicable.

(5) Collect maintenance fees and special assessments; deposit them in checking, savings or other income producing accounts on behalf of the Board and maintain comprehensive records thereof. Establish individual checking and sinking fund reserve accounts, as directed by the Board.

(6) Mail notices of delinquency to any Owner in arrears, and exert reasonable effort to collect delinquent accounts.

(7) Examine all expense invoices for accuracy and pay all bills in accordance with the terms of the property management agreement.

(8) Prepare year-end statement of operations for Owners.

b. Physical Management.

(1) Assume full responsibility for maintenance and control of Common Area improvements and equipment. Maintain the Property in constant repair to reflect Owner pride and to insure high property values in accordance with the provisions of the operating budget, as approved by the Board of Directors.

(2) Enter into contracts and supervise services for lawn care, refuse hauling, pump maintenance, etc., as approved operating budgets.

(3) Select, train and supervise competent personnel, as directed by the Board.

(4) Compile, assemble and analyze data; and prepare specifications and call for bids for major improvement projects. Analyze and compare bids, issue contracts and coordinate the work; maintain close and constant inspection to insure that work is performed according to specifications.

- 9 -

- 10 -

Leawood Townhomes

(5) Perform any other projects with diligence and economy in the Board's best interests.

c. Administrative Management.

- (1) Inspect contractual services for satisfactory performance. Prepare any necessary compliance letters to Vendors.
- (2) Obtain and analyze bids for insurance coverage specified in By-Laws, recommend modifications or additional coverages. Prepare claims when required and follow up payment; act as Board's representative in negotiating settlement.
- (3) Exercise close liaison and supervision over all personnel to insure proper operational maintenance and to promote good Management-Resident-Owner relationships.
- (4) Act as liaison for the Association in any negotiations or disputes with local, federal or state taxing agencies or regulatory bodies.
- (5) Exercise close supervision over hours and working conditions of employed personnel to insure compliance with Wage and Hour and Workman's Compensation Laws.
- (6) Assist in resolving individual Owner's problems as they pertain to the Association, Common Elements and governing rules and regulations.
- (7) Represent an absentee Owner when requested.
- (8) Administer the Condominium Project in such a way as to promote a pleasant and harmonious relationship within the complex for all Owners, Residents and Tenants alike.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 **INDEMNIFICATION.** The Association shall indemnify every Director or officer, his heirs, executors and administrators, against all loss, cost 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 Director or officer of the Association, except in matters of gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters in 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

- 11 -

ARTICLE X

AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP

10.1 BY-LAWS.

a. After relinquishment of Declarant control of the Association, as set forth in Article IV, 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 sixty-six and two-thirds percent (66-2/3%) of the aggregate interest of the undivided Ownership of the Common Elements. In no event shall the By-Laws be amended to conflict with the Declaration. In the event of a conflict between the two (2) documents, the Declaration shall control.

b. Until relinquishment of Declarant control of the Association, these By-Laws may be unilaterally amended by the Declarant to make changes or to correct any clerical or typographical error or omission and to change any provision to meet the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration.

ARTICLE XI

MORTGAGES

11.1 **NOTICE TO ASSOCIATION.** An Owner who mortgages his Unit shall notify the Association through the President of the Association giving the name and address of his Mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Condominium Units".

11.2 **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 XII

COMPLIANCE

12.1 **LEGAL REQUIREMENTS.** These By-Laws are set forth to comply with the requirements of the State of Texas Condominium 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 XIII

NON-PROFIT ASSOCIATION

13.1 **NON-PROFIT PURPOSE.** This Association is not organized for profit. No Unit Owner, Member of the Board of Directors or person from whom the Association

- 13 -

as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with the foregoing indemnification provision shall be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VIII shall be deemed to obligate the Association to indemnify any Member or Owner of a Condominium Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration for LEAWOOD TOWNHOMES as a member or owner of a Condominium Unit covered thereby.

ARTICLE IX

OBLIGATIONS OF THE OWNERS

9.1 **ASSESSMENTS.** All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. The assessments shall be divided equally among each Unit Owner or as otherwise determined by the Board of Directors and each Unit Owner's portion of the Assessment shall be due monthly in advance. A Member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Members, within the meaning of these By-Laws, only if he is current in the assessments made or levied against him and the Condominium Unit owned by him.

9.2 GENERAL.

a. Each Owner shall comply strictly with the provisions of the Condominium Declaration for LEAWOOD TOWNHOMES.

b. Each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was built.

9.3 **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 purposes for which they were intended.

9.4 **DESTRUCTION OR OBSOLESCENCE.** Each Owner shall, if necessary, execute a power of attorney in favor of the Association, irrevocably appointing the Association his Attorney In Fact to deal with the Owner's Condominium Unit upon its destruction, obsolescence or condemnation, as is provided in Paragraph 6.1 of the Condominium Declaration.

LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 143 PAGE 77

- 12 -

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 a salary or as compensation to, or distributed to or inure to the benefit of any Member of the Board of Directors; 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 (1) or more of the purposes of the Association and (2) that any Member of the Board of Directors 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 XIV

PRINCIPAL OFFICE

14.1 **ADDRESS.** The principal office of the Association shall be located at 9700 Leawood, Houston, Texas, 77099, but may be located at such other suitable and convenient place as shall be permitted by law and designated by the Directors.

ARTICLE XV

EXECUTION OF INSTRUMENTS

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

ARTICLE XVI

DEFINITIONS OF TERMS

16.1 **DEFINITIONS OF TERMS.** The terms used in these By-Laws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration for LEAWOOD TOWNHOMES as the same may be amended from time to time, recorded in the office of the County Clerk of Harris County, Texas.

ARTICLE XVII

RIGHTS OF INGRESS AND EGRESS

17.1 **DEVELOPERS RIGHTS OF INGRESS AND EGRESS FOR SALES OFFICE, MODEL HOME, UNSOLD CONDOMINIUM UNITS AND THE COMMON AREAS.** The Developer, Cadillac Development Corporation, is hereby granted an easement for ingress and egress onto all of the improvements and common areas of Leawood Condominiums, Section 2,

- 14 -

Leawood Townhomes

known as 9797 Leawood Boulevard and consisting of 120 condominium units, as more particularly described in the condominium records under Volume 137, Page 101, Harris County, Texas. This ingress and egress easement shall be for the purpose of selling, showing, and maintaining any and all remaining unsold condominium units. Furthermore, the sales staff and prospective customers of the developer shall have the right of ingress and egress easement to park their motor vehicles in the common areas which have not been designated as covered parking spaces. Therefore, the developer shall have a full and unlimited right of ingress and egress to conduct the selling of its remaining unsold condominium units and to carry on any other activity with regard to the sale of its condominium units which activities are the same as those which the developer had the right to do during the time the developer was in full control of the condominium project as the Declarant under the Condominium Declaration regime. This Article may not be amended, changed or altered without the prior written consent of the developer, Cadillac Development Corporation, and no language may be adopted or annexed hereto or changed in the other Articles which would in any manner whatsoever diminish or alter the rights and easements retained and granted by the developer, Cadillac Development Corporation. These rights and easements shall continue in full force and effect so long as the developer has any unsold condominium units in the project.

ARTICLE XVIII

BOARD OF DIRECTORS AND UNFAVORABLE DECISIONS

18.1 BOARD OF DIRECTORS AND UNFAVORABLE DECISIONS. There shall be one Board of Directors for Phase 1 (9700 Leawood Boulevard) and Phase 2 (9797 Leawood Boulevard) consisting of five members. At the end of the Declarant's control the new Board of Directors shall consist of five members, at least one of whom shall be a homeowner in Phase 2 of the development known as 9797 Leawood Boulevard. In the event that a decision is rendered by the Board of Directors which adversely affects Phase 2 of the development and the decision is not satisfactorily resolved among the five Board members or at a meeting of the Homeowners Association for Phases 1 and 2 and thereafter the Phase 2 homeowners feel that due to the fact that the majority of the homeowners on the Board or in the Association belong to Phase 1 and their decision does not take into consideration the interests of Phase 2, then under such a circumstance the lienholder, Holland Mortgage and Investment Corporation, would make the final decision as to whether or not the decision rendered by the Board or Association which affects both Phase 1 and 2 or the decision which affects only Phase 2 is not fair or unacceptable to either

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete and correct copy of the By-Laws of LEAWOOD HOMEOWNERS ASSOCIATION, INC. corporation, as adopted by the initial Board of Directors at its organization meeting on the 14 day of July, A.D., 1983. IN WITNESS WHEREOF, this the 14 day of July, A.D., 1983.

Secretary

Phase 1 or Phase 2 then either Phase 1 or Phase 2 may petition the lienholder to make the final decision, as to how the problem shall be resolved. The petition must be signed by a minimum of three homeowners either in Phase 1 or Phase 2 and directed to the lienholder stating the facts, what decision the Board of Directors or Association has made, what action has been taken to amicably resolve the problem, what the outstanding problem is and what the petitioners request the lienholder to do in the matter. Once the petition is submitted to the lienholder to make the final decision, the lienholder's decision is binding just as if the decision had been unanimously made by the Board of Directors or the Association.

ARTICLE XVII

WIND DRIVEN RAIN INSURANCE COVERAGE

19.1 WIND DRIVEN RAIN INSURANCE COVERAGE. It shall be the obligation of the Board of Directors whenever they are making a decision on the purchase of fire and multi-peril insurance coverage to make certain that upon the purchase of any master condominium insurance policy for Phase 1 (9700 Leawood Boulevard) and Phase 2 (9797 Leawood Boulevard) that included in the coverage is the endorsement for Wind Driven Rain coverage so that in the event of any damage caused by wind driven rain the Association and homeowners shall be covered for this particular type of peril.

ARTICLE XX

MISCELLANEOUS

20.1 Immediately after the election of the Board of Directors at the meeting held and conducted by the Developer this document shall be recorded in the real property records of Harris County, Texas and hereafter no amendment or change in the by-law shall be effective unless changed or amended as required herein and recorded in the real property records of Harris County, Texas.

20.2 If the Association files any lawsuit against the Developer, then said lawsuit shall designate the names of the persons in the Association on whose behalf the lawsuit is brought under as required by Article 1301a, Sec. 16 of Vernon's Texas Civil Statutes.

LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 143 PAGE 78

Non-Profit



The State of Texas
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

LEAWOOD HOMEOWNERS ASSOCIATION, INC.
CHARTER NO. 647649

The undersigned, as Secretary of State of the State of Texas, hereby certifies that Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated MARCH 18 19 83



Secretary of State

MLH

Leewood Townhomes

ARTICLES OF INCORPORATION
OF
LEAWOOD HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

Harris County, Texas

time to time, and recorded or to be recorded in the Condominium Records in the Office of the County Clerk of Harris County, Texas, the Declaration being incorporated herein by reference for all purposes;

c. To enforce applicable provisions of the Declaration, By-Laws, any rules and regulations of the Corporation and any other instrument for the management and control of the Property;

d. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the maintenance, gardening, utilities, materials, supplies and services relating to the Common Elements (as defined in the Declaration) and facilities; to employ personnel reasonably necessary for administration and control of the Common Elements, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Property;

e. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which the Corporation under the Act may now or hereafter have or exercise;

f. To acquire (by purchase, grant or otherwise), annex and merge, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

g. To borrow money, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred in accordance with the Declaration limitations; and

h. To act in the capacity of principal, agent, joint venturer, partner or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and the purposes and powers in each clause shall not be limited or restricted by reference to or interference from the

ARTICLES OF INCORPORATION
OF
LEAWOOD HOMEOWNERS ASSOCIATION, INC.
(A Texas Non-Profit Corporation)

FILED
In the Office of the
Secretary of State of Texas
MAR 18 1983
Clerk D.
Corporations Section

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a corporation (hereinafter called the "Corporation") under the Texas Non-Profit Corporation Act (hereinafter called the "Act") do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

NAME

The name of the Corporation is LEAWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

NON-PROFIT CORPORATION

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of the duration of the Corporation is perpetual.

ARTICLE IV

PURPOSES AND POWERS

1. The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and its specific and primary purpose is to provide for the preservation and maintenance of a Condominium Project, as provided in the Condominium Declaration of LEAWOOD CONDOMINIUMS (hereinafter referred to as the "Declaration"), located in Harris County, Texas.
2. The general purposes and powers are:
 - a. To promote the common good, health, safety and general welfare of the residents within the Property;
 - b. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation arising from the Declaration applicable to the Property, as amended from

LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 145 PAGE 79

terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of the Corporation.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 5051 Westheimer, Suite 1600, Houston, Texas, 77056, and the name of its initial registered agent at such address is Frank Hudson.

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons are:

NAME	ADDRESS
Frank Hudson	5051 Westheimer, Suite 1600 Houston, Texas 77056
Walter F. Worth	5051 Westheimer, Suite 1600 Houston, Texas 77056
Alec Hudson	5051 Westheimer, Suite 1600 Houston, Texas 77056

At the first (1st) annual meeting of the Members of the Association, or any annual meeting thereafter, or special meeting of the Association called for that purpose, the number of Directors may be increased to five (5).

ARTICLE VII

INCORPORATORS

The name and street address of each incorporator is:

NAME	ADDRESS
Frank Hudson	5051 Westheimer, Suite 1600 Houston, Texas 77056
Walter F. Worth	5051 Westheimer, Suite 1600 Houston, Texas 77056
Alec Hudson	5051 Westheimer, Suite 1600 Houston, Texas 77056

Leawood Townhomes

ARTICLE VIII
MEMBERSHIP

The authorized number of and qualifications for membership in the Corporation along with the appurtenant voting rights and other privileges due Unit Owners in the Condominium Project shall be as set out in the Declaration. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject to the Declaration, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation.

ARTICLE IX
DISSOLUTION

The Corporation may be dissolved in accordance with the limitations set out in the Declaration. The Corporation is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. In the event of liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily, the Directors shall dispose of the Property and assets of the Corporation in such manner as they, in the exercise of their discretion (as set out in the Declaration), deem appropriate; provided, however, that such disposition shall be exclusively in the furtherance of the object and purposes for which the Corporation is formed, and shall not accrue to the benefit of any Director of the Corporation or any individual having a personal or private interest in the affairs of the Corporation or any organization which engages in any activity in which the Corporation is precluded from engaging.

IN WITNESS WHEREOF, we have hereunto set our hands this 18 day of March, 1983, A.D.

Frank Hudson
Frank Hudson

Walter F. Worth
Walter F. Worth

Alec Hudson
Alec Hudson

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that on this 18 day of March, 1983, A.D., personally appeared before me Frank Hudson, Walter F. Worth and Alec Hudson, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true.

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

Linda J. Redman
Notary Public and for
The State of Texas
Commission Expires:
LINDA J. REDMAN
Notary Public, State of Texas
Commission Expires 6-9-86
Bonded by Casey C. Shaw



LEAWOOD TOWNHOMES
A CONDOMINIUM PROJECT
CONDOMINIUM RECORDS
HARRIS COUNTY, TEXAS
VOL. 143 PAGE 80

STATE OF TEXAS
COUNTY OF HARRIS §
I hereby certify that this instrument was FILED by
the Notary hereon on the date and at the time hereon
shown by me and was duly RECORDED in the Official
Public Records of this County of Harris County, Texas on
FEB 3 1984

John Lockwood
County Clerk, Harris County, Texas

