

532-82-0980

ARTICLES OF INCORPORATION  
OF  
HARBORGREEN COMMUNITY ASSOCIATION, INC.  
(A Texas Non-Profit Corporation)

EXHIBIT

B 1

IN WITNESS WHEREOF, we have hereunto set our hands this 25 day of November, 1981, A.D.

532-82-0981

Charles R. Porter, Jr.  
Charles R. Porter, Jr.

Thomas H. Stovall  
Thomas H. Stovall

Jeffrey W. Spilker  
Jeffrey W. Spilker

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 25<sup>th</sup> day of November, 1981, A.D., personally appeared before me Charles R. Porter, Jr., Thomas H. Stovall and Jeff Spilker 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.

Uelena P. Avery  
Notary Public in and for  
Harris County, Texas

Old Rules

532-82-0982

RULES AND REGULATIONS

HARBORGREEN COMMUNITY ASSOCIATION, INC.  
6602 HARBOR TOWN DRIVE  
HOUSTON, TEXAS 77036

The following Rules & Regulations are in addition to the Declaration and By-Laws for the Harborgreen Community Association, Inc. (the "Association"). The terms used in these Rules and Regulations shall have the same meaning as the terms used in the Declaration.

1. All Units shall be used for single-family residential purposes only.
2. No barbecue grill shall be used within 10 Ft. of any structure.
3. The swimming pool is open from 10:00 A.M. till 9:00 P.M. everyday, during the Summer months as set by the Board. There is no lifeguard on duty; swim at your own risk. At no time may children under the age of fourteen (14) be allowed inside the fence or in the swimming pool unless accompanied by an Adult over the age of eighteen (18); the following rules shall also apply to the pool area:
  - (a) No glass containers may be in the pool area at anytime.
  - (b) No pets shall be in the pool area.
  - (c) No cutoffs are allowed to be worn in the pool.
  - (d) No running, diving, or loud noise shall be permitted.
4. Nothing shall be done in or kept in or on any Unit, balcony, parking space or Common Element which will increase the rate of insurance on the Property or any other Unit over that applicable to residential buildings, or would result in uninsurability of the Condominium or reduction or insurance in or on or covering the Condominium or any part thereof.
5. Nothing shall be stored on any Unit, balcony or patio including firewood, or appliances, other than patio furniture and potted plants, unless approved in writing by the Board.
6. No more than two dogs or two cats, or a combination thereof, shall be in any Unit.

EXHIBIT  
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7. No Owner, tenant, guest or invitee of an Owner or tenant shall:
  - (a) Allow a dog or cat to leave any droppings within any of the Common Elements, it being intended that dogs and/or cats must be "walked" along outer perimeter of the Property. In any event, Owners shall be responsible for immediately cleaning up after pets which soil the Common Elements.
  - (b) No pet shall be housed either temporarily or permanently in the patio areas or balconies adjacent to any Unit.
  - (c) Per City of Houston Leash Law - All dogs must be on a leash.
8. Owners shall be liable for damage caused to Common Elements by pets of the Owner or the Owners' tenants or guests. Pet feeding bowls may not be left outside. The Board of Directors may require permanent removal of any pet when the pet or its Owner has repeatedly violated these Rules or the pet has become objectionable in the opinion of the Board.
9. No plants are allowed to be placed on railings or balconies without being properly secured.
10. No free standing advertising sign(s) permitted. For sale or lease sign(s) are limited to 18"x24" in windows only. No unsightly materials may be used to cover windows in Units (including aluminum foil or other mirrored or reflective materials). Drapes, curtains, blinds and other types of permissible window coverings must be white/off white in color.
11. No owner shall do any act or permit any act to be done in, on or to any Unit, balcony, parking space, or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the Buildings or any Common Element. No alteration to any Common Elements or Limited Common Elements, including balconies and patio areas are allowed without the express written permission of the Board.

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12. Except in the Patio Areas appurtenant to a Unit, no planting or gardening shall be done, and no fences or hedges shall be erected or maintained upon the Property except as approved in writing by the Association.
13. No parking space shall, without the express written permission of the Association, be used for storage of boats, trailers, mobile homes, campers, unused or inoperable automobiles or any other items which the Association deems unsightly or inappropriate:
  - (a) Guest parking is limited to the unmarked parking area outside the access gates in front of building 6 and in front of building 12.
  - (b) Vehicles that are parked in the areas marked "Fire Lane" are subject to towing at vehicle Owners' expense.
14. No repairs, including oil changes to passenger vehicles may be made within the development.
15. Absolutely no car washing allowed within the Property.
16. No structures of any type may be constructed or placed within the development for any length of time without the prior written consent of the Board of Directors.
17. The speed limit for all vehicles in the Property is five (5) M.P.H.
18. The Association shall have all the rights and remedies provided at law or in equity, including the right to file suit against any Owner and/or Tenant of an Owner violating the terms of the Rules and Regulations. If the Council prevails in any such cause of action, it shall be entitled to recover its reasonable attorney's fees. In addition, the Council, through its Board of Directors, shall also have the authority to impose fines upon Owners for violation of the provisions of the Declaration, the By-Laws or the Rules and Regulations of the Council by Owners or their tenants. Upon determining that a violation of the Declaration, the By-Laws or the Rules and Regulations of the Council has occurred, the Board or Directors of the Council shall mail or deliver to the Owner, written notice which:

Continued:  
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- (i) describes the violation and states the amount of the proposed fine; (minimum \$25.00 per occurrence, non-compliance is subject to a \$5.00 per day charge). (ii) states that not later than the 30th day after the date of the notice, the Owner may request a hearing before the Board to contest the fine;

and (iii) allows the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months, in which case the fine may be immediately levied. Not later than the 30th day after the date a fine has been levied against the owner, the Association shall give notice of levied fine to the Owner. Any fine levied against an Owner, pursuant to this Paragraph shall become part of the assessments for which an Owner is responsible for payment, which said assessments are secured by a continuing lien in favor of the Council as provided in Section 82.113 of the Texas Uniform Condominium Act. All Owners are responsible for assuring that their Tenants and guests comply with the provisions of the Declaration, the By-Laws and the Rules and Regulations of the Council.

19. THE LIMITED ACCESS GATES ARE PROVIDED SOLELY FOR THE PURPOSE OF MONITORING TRAFFIC. EACH OWNER, THEIR TENANTS AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY AND THEIR OWN PROPERTY. THE ASSOCIATION IS NOT RESPONSIBLE FOR DAMAGE TO VEHICLES, PERSONS OR PROPERTY. When using the limited access gates for ingress and egress to the Property, the noise emitted from the vehicles (including radios, conversations and vehicular sounds) shall be kept at minimum to ensure the quiet enjoyment of the Owners (or their tenants) who reside near the limited access gates. Ingress to the Property shall be through the entrance gate and egress from the Property shall be through the exit gate.
20. Owners, tenants, and guests shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they can be heard outside the condominium.

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Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any Owner, tenant, or management representative. Quiet time is in effect from 10:00 p.m. till 7:00 a.m. on this Property.

21. Trash must be placed in plastic bags and tightly secured. No trash may be placed outside of a Unit door. All such trash must be placed inside the Association's trash bins, not on the ground next to the trash bins or at other locations.

Appliances, mattresses and similar items which are too large to be placed in a plastic trash bag, must be removed from the Property by the Owner or tenant.

22. No obnoxious or offensive activities of any sort shall be permitted, nor shall anything be done in any Unit or in any Common Element which shall be or may become an annoyance or nuisance to the other Owners.

AMENDMENT TO THE  
BY-LAWS OF HARBORGREEN COMMUNITY ASSOCIATION, INC.  
A CONDOMINIUM PROJECT

532-82-0987

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

That the Board of Directors (the "Board") of Harb orgreen Community Association, Inc., (the "Association") subject to the approval of Owners representing at least sixty-six and two-thirds percent (66 2/3 %) of the aggregate interest of the undivided Ownership of the General Common Elements, the Board hereby amends the By-Laws, by amending Article V., Section 5.3(d) of the By-Laws, by adding the following thereto:

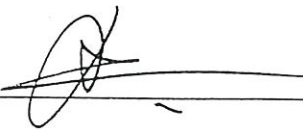
The Managing Agent or Board of Directors of the Association is permitted to contract for property insurance on the following items within the "Condominium Unit" as defined in Article I, Section 1.1(g) of the Declaration:

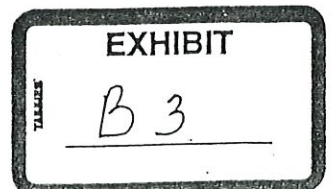
Fixtures, installations or addition comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of individual condominium units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications.

The aforementioned insurance can only be obtained in conjunction with other property insurance and at no additional cost.

Executed this 10<sup>TH</sup> day of MAY, ~~1999~~ 2000

President, Board of Directors  
Harb orgreen Community Association, Inc.

By:  \_\_\_\_\_, President





CERTIFICATE OF SECRETARY

I, D. F. KAY, Secretary of the Board of Directors of Harboregreen Community Association, Inc., do hereby certify that the above Amendment to the By-Laws of Harboregreen Community Association, Inc., was passed at a duly and legally noticed special meeting of the members of the Harboregreen Community Association, Inc., on the 10<sup>th</sup> day of MAY, ~~1999~~, at which a quorum of the Board was present.

2000  
EM

D.F. KAY, Secretary

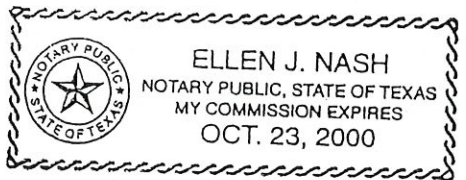
STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared D. F. KAY, 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 purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10<sup>th</sup> day of MAY, ~~1999~~, 2000 EM

Ellen J. Nash  
NOTARY PUBLIC, STATE OF TEXAS

F:\REAL\HOA\Harbor Green\By-Law Amend-Ins.doc  
8-20-99 slq



After recording, return to:  
Marc D. Markel  
Roberts, Markel & Folger, L.L.P.  
2500 City West Blvd., Suite 1350  
Houston, Texas 77042