

Non-Profit



# The State of Texas

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

MORNINGSIDE PLACE, SECTION I, HOMEOWNERS ASSOCIATION, INC.  
CHARTER NO. 737170

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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 the Secretary by law, hereby issues this Certificate of Incorporation and attaches hereto a copy of the Articles of Incorporation.

Dated JAN 25, 19 85.



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Secretary of State

ceb

FILED  
In the Office of the  
Secretary of State of Texas

JAN 25 1985

Clerk B  
Corporations Section

ARTICLES OF INCORPORATION  
OF  
MORNINGSIDE PLACE, SECTION I, HOMEOWNERS ASSOCIATION, INC.

We, the undersigned natural persons of the age of twenty-one years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Incorporation for such corporation:

ARTICLE I

The name of the corporation is MORNINGSIDE PLACE, SECTION I, HOMEOWNERS ASSOCIATION, INC. hereinafter called the "Association". The principal and initial registered office of the Association is located at 3040 Post Oak Boulevard, Suite 1800, Houston, Texas 77056, and the name of the Registered Agent at such address is GREG H. WALKER.

ARTICLE II

NON-PROFIT

The Corporation is a non-profit corporation.

ARTICLE III

DURATION

The period of its duration is perpetual.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The purpose or purposes for which the Association is organized are: to provide for maintenance, preservation AND architectural control of the residential lots and Common Area, if any, within MORNINGSIDE PLACE, SECTION I, a residential subdivision in Harris County, Texas, or any other areas created by the dedication of additional property to the said subdivision (herein called the "Property" or "Development"), by the Developer and to promote the health, safety and welfare of the residents within the above described property and any

in addition thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property recorded or to be recorded in the Official Public Records of Real Property of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes of governmental charges levied or imposed against the property of the Association;

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

(d) Borrow money, and with the assent of the majority of all members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or part of the Common Area to any public agency, authority, private person or entity, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the majority of all members, agreeing to such dedication, sale or transfer. Notwithstanding the foregoing, the Board of Directors may from time to time without authorization of the membership, grant or dedicate easements

or convenient to provide or assist in utility or other services to the Property;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, if any provided that any such merger, consolidation, or annexation shall have the assent of the majority of all members; however, upon submission and approval of the Federal Housing Administration and/or Veterans Administration, the Association will and/or the Developer of MORNINGSIDE PLACE, SECTION I, may unilaterally annex such additional stages of sections of MORNINGSIDE PLACE, by the Board of Directors of the Association without such approval by the majority of all members;

(g) 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 or exercise.

#### ARTICLE V

#### MEMBERSHIP

Every person or entity who is the record Owner of a fee or undivided fee interest in any Residential Unit, property, or lot, that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. In the event of multiple Owners, votes and rights and privileges of membership, including the right to vote, may be exercised by a member, the member's spouse, or the member's designated agent.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to management by the Association

ARTICLE VI  
VOTING RIGHTS

The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" members shall be all Owners, including builders, with the exception of the Class "B" members.

Class "A" members shall be entitled on all issues to one (1) vote for each Residential Unit or Lot in which they hold the interest required for membership by Section I hereof. When more than one person holds such interest in any Residential Unit, the one (1) vote for such Residential Unit or Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person seeks to exercise it. Any Owner of Residential Units which are leased may, in the lease or other writing instrument, assign the voting right appurtenant to that unit, providing that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" members shall be the Developer/Declarant and any successor of Developer/Declarant who takes title for the purpose of Development and shall exclude Builders. Class "B" Developer/Declarant members shall originally be entitled to One Thousand (1000) votes; at the closing of each lot from Developer to Builder, one vote for each closed lot shall pass from Developer to Builder and shall become a Class "A" vote and the Class "B" votes shall be decreased by one (1) vote for each Class "A" vote so created. The Class "B" membership shall terminate upon the happening of the earlier of the following:

- (i) January 1, 1992; or
- (ii) when, in its sole discretion, the Developer/Declarant so determines.

Class "B" members shall have all of the voting rights as do Class "A" members.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by an initial Board of three (3) Directors until the first annual meeting, and thereafter by five (5) Directors, who need not be members of the Association. The number of Directors 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 Directors until the first annual meeting on January 5, 1986 are:

Leonard L. Capaldi	3040 Post Oak Boulevard Suite 1800 Houston, Texas 77056
Greg H. Walker	3040 Post Oak Boulevard Suite 1800 Houston, Texas 77056
David B. Walters	3040 Post Oak Boulevard Suite 1800 Houston, Texas 77056

At the first annual meeting the members shall elect three (3) Directors for a term of one (1) year, one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

#### ARTICLE VIII

##### DISSOLUTION

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

refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX  
AMENDMENTS

Amendment of these Articles shall require the assent of Fifty One (51%) percent of the entire membership.

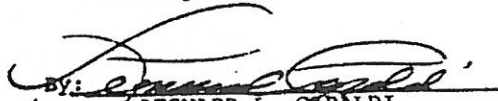
ARTICLE X  
FHA/VA APPROVAL

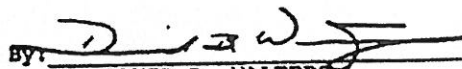
As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication sale or conveyance of Common Area, dissolution and amendment of these Articles.

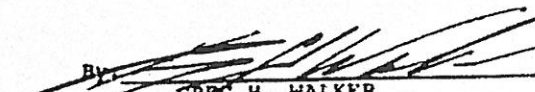
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we the undersigned, constituting the incorporators if this Association have executed these Articles of Incorporation this the 24th day of January, 1985.

MORNINGSIDE PLACE; SECTION I

By: SOUTHDELT PROPERTIES, INC.  
Developer/Declarant

By:   
LEONARD L. CAPALDI  
President

By:   
DAVID B. WALTERS  
Vice President

By:   
GREG H. WALKER  
General Counsel

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, personally appeared this day, LEONARD L. CARROLL, known by me to be the same, and who, after being by me duly sworn, did say and depose, that he executed the foregoing as an Incorporator of said Corporation and that the statements contained therein are true.

GIVEN UNDER MY HAND AND SEAL this 28<sup>th</sup> day of January, 1985.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/19/87

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, personally appeared this day, DAVID R. WALTERS, known by me to be the same, and who, after being by me duly sworn, did say and depose, that he executed the foregoing as an Incorporator of said Corporation and that the statements contained therein are true.

GIVEN UNDER MY HAND AND SEAL this 28<sup>th</sup> day of January, 1985.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/16/87

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, personally appeared this day, GEORGE H. WALTERS, known by me to be the same, and who, after being by me duly sworn, did say and depose, that he executed the foregoing as an Incorporator of said Corporation and that the statements contained therein are true.

GIVEN UNDER MY HAND AND SEAL this 28<sup>th</sup> day of January, 1985.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/19/87



S399881

*Amend*

ARTICLES OF AMENDMENT

512-55-1001

OF

04/10/97 300107056 S399881

\$13.00

MORNINGSIDE PLACE, SECTION I, HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Article 1396-4.03 of the Texas Non-Profit Corporation Act, Morningside Place, Section I, Homeowners Association, Inc. does hereby adopt the following Articles of Amendment:

ARTICLE ONE

The name of the Corporation is Morningside Place, Section I, Homeowners Association, Inc.

ARTICLE TWO

The following amendments to the Articles of Incorporation were adopted on October 26, 1996:

- A. Article Six, Section (b) of the Articles of Incorporation is amended to read in its entirety as follows:

Class B Class B membership is here by revived. Class B Members shall be Houston Morningside Place Associates Limited ("Developer") and its successors and assigns. The Class B Members shall be entitled to three (3) votes for each lot in the Subdivision in which they hold the interest required for membership by the Amendment to Declaration of Covenants and Restrictions or any Supplemental Declaration; provided, that the Class B memberships shall ceased and become converted to Class A memberships on the happening of whichever of the following events occurs earliest:

- (a) When seventy-five (75) percent of the units are deeded to Homeowners;
- (b) On December 31, 2000, or;
- (c) When Developer or its successors and assigns record an instrument to such effect in the Official Records of Real Property of Harris County, Texas.

From and after the happening of whichever of these events occurs earliest, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in the Subdivision in which it holds the interest required for membership by this Declaration or any Supplemental Declaration.

B. Article Nine of the Articles of Incorporation is amended to read in its entirety as follows:

Amendment of these Articles shall require the assent of at least two-thirds (2/3) vote of the Lot Owners.

ARTICLE THREE

The amendments were adopted at a meeting of Members held on \_\_\_\_\_, 1996, at which a quorum was present. the amendments received at least 66.7% of the vote cast by Class A Members present or represented by proxy.


FURTHERMORE, in case of conflict between this Amendment and the Articles of Incorporation, this Amendment shall control as to the amended items only. All other provisions of the Articles of Incorporation shall remain as stated in the Articles of Incorporation.

IN WITNESS WHEREOF, for the purpose of amending the Articles of Incorporation, the undersigned has executed this Amendment to Articles of Incorporation this the 3<sup>RD</sup> day of FEBRUARY, 1997.

*lit*  
MORNING SIDE PLACE HOA  
Via SERVICES  
13313 S.W. FREEWAY, SUITE 245  
SUGAR LAND, TX 77478-3943

HOUSTON MORNINGSIDE PLACE ASSOCIATES LIMITED  
Acting as more than 66.7% of the entire membership of Morningside Place, Section 1, Homeowner's Association, Inc.

MILLENNIUM DEVELOPMENT CORP.,  
General Partner

by:   
Raymond G. Tiedje, President

*3/10*

512-55-1003

MORNINGSIDE PLACE, SECTION I,  
HOMEOWNERS ASSOCIATION, INC.

*Now*

By: *Arthur Washington*

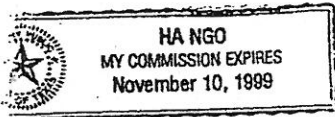
Its: PRESIDENT  
ARTHUR WASHINGTON

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

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Before me, the undersigned authority, personally appeared Raymond G. Tiedje, President of Millennium Development Corp., General Partner for Houston Morningside Place Associates Limited, known to me to be the same who, being duly sworn, stated under oath that the statements contained herein are true and correct.

GIVEN UNDER MY HAND AND SEAL this 3<sup>rd</sup> day of February, 1997.



*Ha Ngo*  
Notary Public, State of TX

My Commission Expires: 11/10/1999

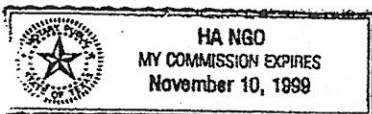
HA NGO  
Printed Name of Notary Public

STATE OF TEXAS )  
COUNTY OF HARRIS )

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Before me, the undersigned authority, personally appeared ARTHUR WASHINGTON, as PRESIDENT of Morningside Place, Section I, Homeowners Association, Inc., known to me to be the same who, being duly sworn, stated under oath that the statements contained herein are true and correct.

GIVEN UNDER MY HAND AND SEAL this 3<sup>rd</sup> day of February, 1997.



*Ha Ngo*  
Notary Public, State of TX

My Commission Expires: 11/10/1999

HA NGO  
Printed Name of Notary Public