

ARTICLES OF INCORPORATION

OF

JAN 04 1979

PORT AUX PRINCES COUNCIL OF CO-OWNERS

I, the undersigned, being a natural person of the age of twenty-one (21) years or more and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

## ARTICLE I

The name of the corporation is:

PORT AUX PRINCES COUNCIL OF CO-OWNERS

## ARTICLE II

The corporation is a non-profit corporation.

## ARTICLE III

The period of its duration shall be perpetual.

## ARTICLE IV

The purpose or purposes for which the corporation is organized are:

(1) To provide for the administration, management, maintenance, preservation and control of The Port Aux Princes, a Condominium project located in Galveston County, Texas established pursuant to the Texas Condominium Act (Texas Revised Civil Statutes Article 1306a).

(2) To exercise and perform all of the obligations and duties of the "Council of Co-Owners" of such Condominium project, as that term is used in the Texas Condominium Act.

(3) To exercise all powers and perform all duties imposed upon this corporation in accordance with the Declaration of Condominium of The Port Aux Princes, as such Declaration may hereafter be amended including, without limitation, to fix, levy, collect and enforce payment by lawful means of all charges or assessments affecting such condominium project; to pay all expenses in connection therewith and all expenditures incident to the conduct of the administration and business of the Condominium and all licenses, franchise taxes, and governmental charges levied or imposed against this corporation or the Common Elements of the Condominium.

(4) In connection with the affairs of such Condominium, to buy, sell and deal in real property, personal property and services and to exercise any and all other powers, rights and privileges which a corporation organized under the Texas Non-Profit Corporation Act by law now or hereafter exercises.

The aforesaid statement of purposes shall be construed as a statement of both purposes and of powers and shall be broadly construed to effectuate its intent.

ARTICLE V

The street address of the initial registered office of the corporation is 221 Market Street, Galveston, Texas 77550, and the name of its initial registered agent at such address is William R. Parkey.

ARTICLE VI

The number of Directors constituting the initial Board of Directors of the Corporation is five (5), and the names and addresses of the persons who are to serve as the initial Directors are:

NAME	ADDRESS
William R. Parkey	
William D. Coombs, Jr.	221 Market Street
C. H. Westerlage, III	Galveston, TX 77550
C. J. Varney	3080 West Loop South, Suite 1909
John W. Lear	Houston, Texas 77027

ARTICLE VII

The name and address of each incorporator is:

NAME	ADDRESS
William R. Parkey	
William D. Coombs, Jr.	221 Market Street
C. H. Westerlage, III	Galveston, TX 77550

ARTICLE VIII

Every person or entity who is a record owner of a Residence Unit or legal interest therein, in The Port Aux Princes (except those persons or entities holding an interest only as security for the performance of an obligation), and only such persons or entities, shall be members of this corporation. Membership in this corporation shall be appurtenant to and may not be separated from ownership of any Residence Unit in The Port Aux Princes. Ownership of such Residence Unit or interest therein shall be the sole qualification for

membership in this corporation. The corporation may (but shall not be required to) issue certificates evidencing membership herein.

Except as provided herein, there shall be a vote in the affairs of this corporation for each Residence Unit. The value to be assigned each vote shall be equal to the Percentage Ownership Interest assigned to the applicable Residence Unit. When more than one (1) person or entity has an interest in a Residence Unit in The Port Aux Princes, all such persons shall have, in the aggregate, one (1) vote (representing the applicable Percentage Ownership Interest) in the management of the affairs of the corporation and such vote shall be exercised as provided for in the Declaration of Condominium, but in no event shall more than one (1) vote be counted with respect to such Residence Unit. Cumulative voting in the election of Directors or in other exercises of the right to vote is prohibited. Any Owner of a Residence Unit, who is in default of any provision of the Declaration of Condominium shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

#### ARTICLE IX

Except as otherwise provided in the Declaration of Condominium, these Articles of Incorporation may be amended only upon the affirmative vote of the holders of seventy-five percent (75%) of the total number of Percentage Ownership Interests assigned to those Members qualified to vote, and such amendment shall become effective upon its recordation in the Condominium Records of Galveston County, Texas.

#### ARTICLE X

All of the powers and prerogatives of the corporation shall be exercised by the original Board of Directors named above until the first meeting of the members of the Council. The first meeting of the members of the Council shall be called by the initial Board of Directors on ten (10) days notice to the members at any time, but must be called no later than thirty (30) days after the time at which at least seventy-five percent (75%) of the total number of Residence Units have been sold by The Port Aux Princes Corporation and deeds therefor delivered.

#### ARTICLE XI

The By-Laws of the Corporation may be altered, amended or repealed only by an instrument in writing signed and acknowledged by members possessing at least sixty percent (60%) of the Percentage Ownership Interests assigned to those members qualified

to vote on such amendment, and such amendment shall become effective upon its recordation in the Condominium Records of Galveston County, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of May, 1979.

*William R. Farley*  
 William R. Farley

*William D. Coushoun, Jr.*  
 William D. Coushoun, Jr.

*Brenda Lora*  
 Brenda Lora

STATE OF TEXAS        X  
 COUNTY OF GALVESTON

I, the undersigned Notary Public, do hereby certify that on this 12<sup>th</sup> day of May, 1979, personally appeared before me, William R. Farley, who after being by me duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements contained therein are true and correct.

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

*Brenda Lora*  
 Notary Public in and for  
 Galveston County, Texas  
 Brenda Lora

STATE OF TEXAS        X  
 COUNTY OF GALVESTON

I, the undersigned Notary Public, do hereby certify that on this 12<sup>th</sup> day of May, 1979, personally appeared before me, William D. Coushoun, Jr., who after being by me duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements contained therein are true and correct.

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

*Brenda Lora*  
 Notary Public in and for  
 Galveston County, Texas  
 Brenda Lora

STATE OF TEXAS X

COUNTY OF GALVESTONX

I, the undersigned Notary Public, do hereby certify that on this 18th day of May, 1979, personally appeared before me, C. H. Westerbeke, III, who after being by me duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements contained therein are true and correct.

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



Notary Public in and for  
Galveston County, Texas

C. H. Westerbeke, III

205462

CONDOMINIUM RECORD

BY-LAWS OF

VOL. 2112 PAGE 651

THE PORT AUX PRINCES COUNCIL OF CO-OWNERS

THE PORT AUX PRINCES COUNCIL OF CO-OWNERS, a Texas non-profit corporation, is the corporation referred to in the Declaration of Condominium of The Port Aux Princes, a Condominium Regime in Galveston County, Texas created pursuant to the provisions of the Texas Condominium Act. This corporation is and shall have all of the powers of the "Council of Co-Owners" as authorized by the Texas Condominium Act. The terms used in these By-Laws shall have the same meanings given to them in the Declaration unless otherwise specifically provided.

ARTICLE I

OFFICES

The principal office of The Port Aux Princes Council of Co-Owners shall be at 7000 North Holiday Drive.

ARTICLE II

MEETINGS OF MEMBERS

Section 2.I Order of Business and Annual Meeting. At the Annual Meeting of the Members as provided for in the Declaration of Condominium, the following shall be the order of business:

- (a) Reading of the minutes of the last Annual Meeting of the Members;
- (b) President's report;
- (c) Secretary and Treasurer's reports;
- (d) Election of Directors to replace Directors whose terms have expired in accordance with the terms of the Declaration of Condominium for the Council for the ensuing year;

(e) Other business that may be properly brought before the Meeting.

Section 2.2 Special Meetings. Special Meetings may be called in the manner provided for in the Declaration of Condominium.

Section 2.3 Notice of Meeting. Notice of Meetings shall be given as provided in the Declaration of Condominium. A Waiver of Notice signed by the person entitled to notice of such Special Meeting, whether before or after the Meeting, shall be equivalent to the giving of such notice.

Section 2.4 List of Members. The Secretary of the Council shall keep at all times a current and complete list of the members of the Council. Such list shall be arranged in alphabetical order, with the address of and the Percentage Ownership Interest of each such member. Such list shall be kept on file at the office of the Council and shall be subject to inspection by any member at any time during the usual business hours. Such list shall also be present and kept open at the time and place of all Meetings of members; shall be available for inspection of any member during the time of such meeting; and shall be prima facie evidence as to the identity of members.

Section 2.5 Method of Voting and Transaction of Business. Voting on any question, other than any election, may be by voice vote or show of hands unless the presiding officer shall order or any member of the Council shall demand that voting be by roll call or by written ballot. Except as otherwise provided by statute, the Declaration or these By-Laws, the presence in person or by proxy of fifty-one percent (51%) of the Percentage Ownership Interests assigned to the members of the Council qualified to vote shall constitute a quorum for holding any meeting of the members of the Council. If, however, such quorum shall not be present or represented at any meeting of the Council, the members present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until

a quorum shall be present or represented. If a quorum shall be present or represented by proxy at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified. When a quorum is present at any meeting of the Council, the vote of fifty-one percent (51%) or more of the Percentage Ownership Interests assigned to those members qualified to vote and actually present in person or by proxy at such meeting shall decide any question brought before such meeting, unless the question is one upon which by express provision of any statute, the Declaration, the Articles of Incorporation of the Council or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The members present in person or by proxy at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 2.6 Proxies. At all meetings of members of the Council, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Residence Unit.

Section 2.7 Actions without a Meeting. Notwithstanding any other provision of these By-Laws, any action required or permitted to be taken at a meeting of the members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote at a meeting.



ARTICLE III  
DIRECTORS

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Section 3.1 Selection of Directors. Directors shall be nominated, elected and qualified as provided in the Declaration of Condominium.

Section 3.2 Removal. Any Director may be removed from his position as Director, either with or without cause, in the manner provided for in the Declaration of Condominium.

Section 3.3 Vacancies and Filling of Vacancies. A particular directorship shall be deemed to be vacant upon the removal of a Director as provided in this Article, upon the death of the person holding such directorship, upon the refusal or failure of a person elected to such directorship to serve, upon the resignation of the person holding such directorship, or upon the sale by the Director of his Residence Unit. Any vacancy occurring in the Board of Directors shall be filled at the next Meeting of the Board of Directors following the occurrence of such vacancy, or, if the vacancy occurs while a Directors Meeting is in progress, such vacancy shall be filled at such Meeting. Such vacancy shall be filled by the affirmative vote of a majority of the remaining Directors comprising no less than quorum. A Director who is elected to fill a vacancy shall serve for the unexpired term of his predecessor in such directorship.

Section 3.4 Meeting of Directors. Regular and Special Meetings of the Board of Directors shall be held in accordance with the terms of this Declaration of Condominium.

Section 3.5 Adjournment. Any Meeting of the Directors may be adjourned from time to time by those present, whether a quorum is present or not.

Section 3.6 Waiver of Notices. Notice of any Special Meeting of Directors may be waived in writing signed by the Director or Directors entitled to such notice; such waiver may be executed at any time before or after the time specified in the Declaration of

Condominium for the giving of such notice. Attendance of a Director at a Special Meeting shall constitute a waiver of notice of such Special Meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business or to notify the Board that the meeting is not properly called or convened in accordance with the terms of the Declaration or these By-Laws.

Section 3.7 Compensation. Directors, when acting in such capacity, shall not receive any stated salary for their services, but by Resolution of the Council a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board; provided that nothing contained herein shall be construed to preclude any Director from serving the Council in any other capacity or receiving compensation therefor where properly authorized by the Council.

Section 3.8 Actions without a Meeting. Notwithstanding any other provision of these By-Laws, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.9 Powers and Duties. The Board of Directors shall have the following powers and duties:

- (a) To elect and remove the Officers of the Council as hereinafter provided;
- (b) to administer the affairs of the Council and the property;
- (c) to engage the services of an agent (hereinafter sometimes called the "managing agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Residence Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided

herein, shall have authority to ratify and approve a management agreement between the Developer, on behalf of the Council, and a management corporation, which may be a corporation related to the Developer, to act as temporary managing agent for the property, as described in the Declaration of Condominium;

- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt Rules and Regulations, with written notice thereof to all Residence Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such Rules and Regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or delegate such approval to the Officers or the Manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property and the Common Elements, and to delegate any such powers to the managing agent (and any such employees or other personnel who may be the employees of a managing agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the board;
- (i) to determine the fiscal year of the Council and to change said fiscal year from time to time as the Board deems advisable;

- (j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Residence Unit Owners their respective shares of such estimated expenses, as provided, for in the Declaration of Condominium;
- (k) unless otherwise provided herein or in the Declaration of Condominium, to comply with the instructions of the Residence Owners as expressed in a resolution duly adopted at any Annual or Special Meeting of the Residence Unit Owners;
- (l) to exercise all other powers and duties of the Council of Co-Owners or Unit Owners as a group referred to in the Texas Condominium Act, and all powers and duties of a Board of Directors referred to in the Declaration of these By-Laws.

Nothing in this section or elsewhere in these By-Laws shall be considered to grant to the Board, the Council or to the Officers of the Council any powers or duties which, by law or in the Declaration of Condominium, have been delegated to the Residence Unit Owners.

ARTICLE IV

OFFICERS

Section 4.1. President. The President shall be the principal executive officer of the Council and shall in general supervise and control all of the business and affairs of the Council. The President shall preside at all meetings of the members of the Council and all meetings of the Board of Directors. He shall sign, with the Secretary or an Assistant Secretary, certificates of membership, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of

Directors to some other officer or agent of the Council, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall not have the authority to bind the Council to any employment agreement in behalf of the Council unless such employment agreement be expressly approved and authorized in advance by Resolution of the Board of Directors. In the event that any such employment agreement provides for the Council employing any person who at the time of such employment or at any time during the period of such employment is an officer of the Council, then no provision of such contract purporting to amplify the authority of such officer beyond the authority set forth in these By-Laws shall be valid or effective unless these By-Laws are amended in a manner consistent with such employment agreement, and the mere signing of such employment agreement in behalf of the Council and its approval at a meeting of the Board of Directors (and/or Members) shall not constitute an amendment of these By-Laws. In the event that any such employment agreement (whether or not these By-Laws be amended incident thereto) limits or qualifies the authority of any such officer in a manner inconsistent with these By-Laws or imposes on such officer duties not provided for under these By-Laws, then the provisions of such employment agreement limiting and qualifying such authority and imposing such duties shall be valid and effective notwithstanding any inconsistency between the provisions of such employment agreement and the provisions of these By-Laws.

Section 4.2 Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4.3 Secretary. The Secretary shall: (a) keep the minutes of the meetings of members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the Council's records and of the seal of the Council and see that the seal of the Council is affixed to all certificates of membership prior to the issuance thereof and to all documents, the execution of which on behalf of the Council under its seal is duly authorized in accordance with the provisions of these By-Laws; (d) keep a register of the post office address of each member of the Council; (e) keep and maintain accurate records of the names and addresses of all Mortgagees of Residence Units pursuant to the provisions of Article IX of the Declaration; (f) sign with the President certificates of membership, the issuance of which shall have been authorized by Resolution of the Board of Directors; (g) have general charge of the books of the Council; (h) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 4.4 Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Council, receive and give receipts for monies due and payable to the Council from any source whatsoever, and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected by the Board of Directors; (b) in general perform all the

duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

Section 4.5 Additional Officers. Officers In addition to the President, Vice-President, Secretary and Treasurer may be appointed by the Board of Directors and shall hold the offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Board by Resolution not inconsistent with these By-Laws. The Assistant Secretaries as thereunto authorized by the Board of Directors may sign, with the President, certificates of membership, the issue of which shall have been authorized by a Resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the President or Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the President or Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors.

Section 4.6 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members of the Council.

Section 4.7 Term. The Officers of this Council shall be elected annually by the Board and each shall hold office for one (1) year, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4.8 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.9 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4.5 of this Article.

Section 4.10 Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise of the officer previously filling such office, may be filled by the Board of Directors for the unexpired portion of the term.

#### ARTICLE V

##### CONTRACTS, LOANS, CHECKS, DEPOSITS AND TRANSACTIONS

Section 5.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Council, and such authority may be general or confined to the specific instances.

Section 5.2 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such officer or officers, agent or agents of the Council and in such manner as shall, from time to time, be determined by Resolution of the Board of Directors.

Section 5.3 Deposits. All funds of the Council not otherwise employed shall be deposited, from time to time, to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5.4 Transactions with Members, Directors and Officers. The Council may enter into contracts or transact business with one or more of its Directors, Officers, or



members, or with any firm of which one or more of its Directors, Officers or members are members, or with any corporation, association, company, organization or entity in which one or more of its Directors, Officers or members are directors, officers, trustees, shareholders, beneficiaries or are otherwise interested, and in the absence of fraud, such contract or transaction shall not be invalidated or anywise affected by the fact that such Directors, Officers or members having such adverse interest may have been necessary to obligate the Council upon such contract or transaction.

ARTICLE VI.

CORPORATE SEAL

The Council shall have a seal in circular form, having within its circumference the words: PORT AUX PRINCES COUNCIL OF CO-OWNERS.

ARTICLE VII.

AMENDMENT

Except as otherwise provided in the Declaration of Condominium, these By-Laws may be amended by an instrument in writing signed and acknowledged by members of the Council possessing at least sixty percent (60%) of the Percentage Ownership Interests assigned to those members qualified to vote on such amendment, and such amendment shall become effective upon its recordation in the Condominium Records of Galveston County, Texas.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1 Supplemental Rights. The Council, its Officers and Directors, shall have such further rights, powers and duties as are set forth in the Declaration of

Condominium or as may be reasonable and necessary to enforce the provisions of these By-Laws and the Declaration of Condominium.

Section 8.2 Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 8.3 Severability. The invalidity of any provision or provisions of these By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or affect of the remainder of these By-Laws, and in such event, all of the other provisions of these By-Laws shall continue in full force and effect as if such invalid provision had never been included herein.

BY: William R. Parkey  
President

Frederick W. Denton, III  
Secretary

THE STATE OF TEXAS            I  
COUNTY OF GALVESTON        I

BEFORE ME, the undersigned authority, on this day personally appeared William R. Parkey, President of Port Aux Princes Council of Co-Owners, known 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, in the capacity stated and as the act and deed of this Council.

NOTARY PUBLIC  
SEAL  
My Commission Expires  
August 15, 1979

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of June, 1979.  
Brenda Lera  
Brenda Lera, Notary Public in and for Galveston County, Texas

205462

PAYEE

*Mr. Osseboom Spring  
Everett Bank of 1755  
2121  
Galveston*

CONDOMINIUM RECORD  
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FILED FOR RECORD  
JUN 28 2 27 PM 1979

*Mary Jane Christensen*  
COUNTY CLERK GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Galveston County Texas as stamped hereon by me.

JUN 28 1979



*Mary Jane Christensen*  
COUNTY CLERK Galveston County, Texas





PORT AUX PRINCES COUNCIL OF CO-OWNERS, INC.  
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF GALVESTON

WHEREAS, the Port Aux Princes Council of Co-Owners, Inc. ("Council") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and


WHEREAS, the Board of Directors of the Council ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Council to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
  - a. threaten public health or safety; or
  - b. violate any law; or
  - c. contain language, graphics or any display that is patently offensive to a residents or visitors.
5. Approval from the Board is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Council may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Council shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of November, 2011.

  
Shirley McGraw  
President  
Port Aux Princes Council of Co-Owners, Inc.


STATE OF TEXAS

COUNTY OF GALVESTON

§  
§  
§

Before me, the undersigned authority, on this day personally appeared Shirley McGraw, President of Port Aux Princes Council of Co-Owners, 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/she 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 8th day of November, 2011.

  
Notary Public, State of Texas

[Notarial Seal]

Donna McGee  
Printed Name

My commission expires: March 8, 2012



Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

  
2012026107

May 21, 2012 10:55:35 AM

FEE: \$20.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS



PORT AUX PRINCES COUNCIL OF CO-OWNERS, INC.

GUIDELINES FOR DISPLAY OF FLAGS

STATE OF TEXAS § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, the Port Aux Princes Council of Co-Owners, Inc. ("Council") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Council ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Council to adopt guidelines regarding the display of flags.

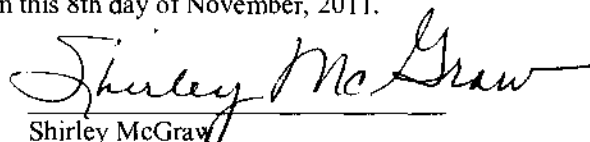
NOW, THEREFORE, the Board has duly adopted the following Guidelines for Display of Flags within the community.

- 1. These Guidelines apply to the display of ("Permitted Flags"):
1.1. the flag of the United States; and
1.2. the flag of the State of Texas; and
1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
2.1. flags for schools, sports teams, businesses or foreign countries; or
2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Board is required for any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a railing or stapled to a door.
6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure.

8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the aesthetics of the community.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Flagpoles may only be installed in an owner's exclusive use or limited common element areas.
11. Permitted Flags, when flown, may not encroach onto another owner's exclusive or limited common element areas or the condominium common element areas.
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
  - 12.1. be mounted in the vicinity of the flag; and
  - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
  - 12.3. point towards the flag and face the building exterior; and
  - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a consistent basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Galveston County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Council shall remain in full force and effect.

Approved and adopted by the Board on this 8th day of November, 2011.

  
Shirley McGraw  
President  
Port Aux Princes Council of Co-Owners, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared Shirley McGraw, President of Port Aux Princes Council of Co-Owners, 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/she 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 8th day of November, 2011.

  
\_\_\_\_\_  
Notary Public, State of Texas

[Notarial Seal]

Donna McGee  
Printed Name

My commission expires: March 8, 2012



Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

  
2012026108

May 21, 2012 10:55:35 AM

FEE: \$24.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS





**PORT AUX PRINCES COUNCIL OF CO-OWNERS, INC.  
RECORDS PRODUCTION AND COPYING POLICY**

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF GALVESTON

WHEREAS, the PORT AUX PRINCES COUNCIL OF CO-OWNERS, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 ("Section 209.005") thereto regarding owner access to Association documents and records ("Records"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
  - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
  - b. contain sufficient detail to identify the specific Records being requested; and
  - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
    - (1) format: electronic files, compact disk or paper copies
    - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
  - a. the requested Records, if copies were requested and any required advance payment had been made; or
  - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or

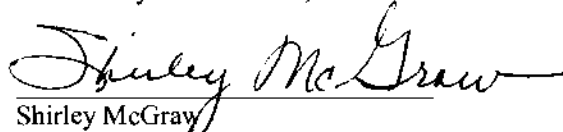
- c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
  - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
  - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
  - a. the financial records associated with an individual owner; and
  - b. deed restriction violation details for an individual owner; and
  - c. personal information, including contact information other than an address for an individual owner; and
  - d. attorney files and records in the possession of the attorney; and
  - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.
5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
  - b. black and white 8½"x11" double sided copies ... \$0.20 each
  - c. color 8½"x11" single sided copies ... \$0.50 each
  - d. color 8½"x11" double sided copies ... \$1.00 each
  - e. PDF images of documents ... \$0.10 per page
  - f. compact disk ... \$5.00 each
  - g. labor and overhead ... \$50.00 per hour
  - h. mailing supplies ... \$1.00 per mailing
  - i. postage ... at cost
  - j. other supplies ... at cost
  - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
  9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
  10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
  11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.


Approved and adopted by the Board on this 11th day of November, 2011.

  
Shirley McGraw  
President  
Port Aux Princes Council of Co-Owners, Inc.

STATE OF TEXAS                   §  
   §  
COUNTY OF GALVESTON       §

Before me, the undersigned authority, on this day personally appeared Shirley McGraw, President of Port Aux Princes Council of Co-Owners, 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/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

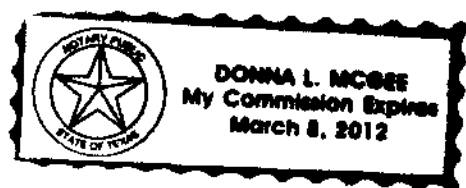
Given under my hand and seal of office this 8th day of November, 2011.

  
Notary Public, State of Texas

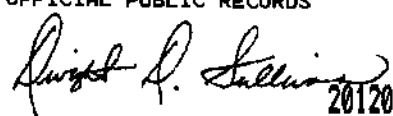
[Notarial Seal]

Donna McGee  
Printed Name

My commission expires: March 8, 2012



Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS  
  
2012026109  
May 21, 2012 10:55:35 AM  
FEE: \$28.00  
Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS



**PORT AUX PRINCES Council of Co-Owners, Inc.  
PAYMENT PLAN POLICY**

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **PORT AUX PRINCES Council of Co-Owners, Inc.** ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
  - a. Total balance up to 2 times annual assessment ... up to 6 months
  - b. Total balance up to 3 times annual assessment ... up to 12 months
  - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.

**PORT AUX PRINCES Council of Co-Owners, Inc.**

Payment Plan Policy

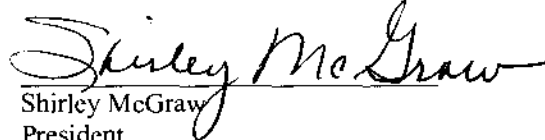
Page 2 of 3

7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
  - a. fails to return a signed Payment Plan form with the initial payment; or
  - b. misses a payment due in a calendar month; or
  - c. makes a payment for less than the agreed upon amount; or
  - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.
10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

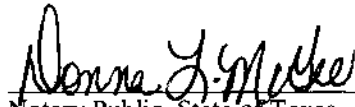
Approved and adopted by the Board on this 11th day of November, 2011.

  
Shirley McGraw  
President  
Port Aux Princes Council of Co-Owners, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

Before me, the undersigned authority, on this day personally appeared Shirley McGraw, President of Port Aux Princes Council of Co-Owners, 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/she 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 8th day of November, 2011.

  
Notary Public, State of Texas

[Notarial Seal]

Donna McGee  
Printed Name

My commission expires: March 8, 2012




Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910

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OFFICIAL PUBLIC RECORDS

  
2012026110

May 21, 2012 10:55:35 AM

FEE: \$24.00

Dwight D. Sullivan, County Clerk  
Galveston County, TEXAS



**PORT AUX PRINCES COUNCIL OF CO-OWNERS, INC.  
DOCUMENT RETENTION POLICY**

STATE OF TEXAS                   §  
  §                   KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF GALVESTON       §

WHEREAS, the PORT AUX PRINCES Council of Co-Owners, Inc. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

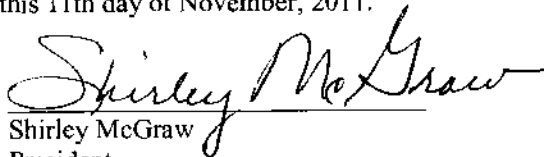
1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
  - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
  - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
  - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
  - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
  - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
  - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
  - g. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2011 shall be retained until 12/31/2018); and



- h. decisions of the PORT AUX PRINCES Council of Co-Owners, Inc. or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2011 must be retained until 10/31/2018).
- 3. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
- 4. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

This Policy is effective upon recordation in the Public Records of Galveston County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

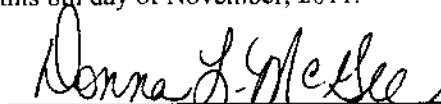
Approved and adopted by the Board on this 11th day of November, 2011.

  
Shirley McGraw  
President  
Port Aux Princes Council of Co-Owners, Inc.

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

Before me, the undersigned authority, on this day personally appeared Shirley McGraw, President of Port Aux Princes Council of Co-Owners, 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/she 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 8th day of November, 2011.

  
Notary Public, State of Texas

[Notarial Seal]

Donna McGee  
Printed Name

My commission expires: March 8, 2012



Please return to:  
Rapp Management Co., Inc.  
1703 Broadway St  
Galveston, TX 77550-4910



**PORT AUX PRINCES**  
**CONDOMINIUMS**

7000 NORTH HOLIDAY DRIVE  
GALVESTON, TEXAS 77550

## **PORT AUX PRINCES COUNCIL OF CO-OWNERS**

### **RULES AND REGULATIONS**

1. The greens and walkways around the buildings and the entrances, elevators and stairways of the buildings and hallways and entrances to the Residence Units shall not be obstructed or used for any purpose other than ingress to and egress from the Residence Units.
2. No articles (including, by example, bicycles, baby carriages, barbecue grills, etc.) shall be placed or allowed to remain in the entrances, hallways or stairways of the Buildings or on the walkways or greens around the Buildings, nor shall anything be hung or shaken from the balconies, patios or windows. No clothing or other articles shall be hung in or from the balconies, patios, windows, fences or the Common elements.
3. Children shall not be allowed to play in the entrances, stairways, hallways, or parking lot of the Buildings.
4. No Owners shall produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of the Residence Units or do or permit anything to be done therein which will interfere with the rights, comfort or convenience or other Owners.
5. No Owner shall do or permit anything to be done or keep or permit to be kept in his Residence Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Project.
6. No Owner shall do any act or place any object in his Residence Unit, which would create a structural hazard or endanger the structure of the Building, or adjacent Residence Units.
7. No entrances, balconies or patios may be decorated without prior written consent of the Board.
8. No shades, awnings, reflective window film, window guards, ventilators, fans or air conditioning devices shall be installed unless approved by the Board.
9. No signs, notices, advertisement or decoration shall be inscribed or imposed on or projected from any window, door or other part of the Buildings, except such that have been approved in writing by the Board.
10. Exterior radio and/or television aerials are not allowed.

11. All garbage shall be placed in the dumpsters.
12. Each resident shall keep his Residence in a good state of preservation and cleanliness. Toilet inner-workings, hot water heaters, and interior pipes under the sinks shall be checked by the Owner for leakage and, if necessary, repaired immediately. Any damage resulting from any water closet or other apparatus shall be paid for by the Owner in whose Residence Unit it shall have been caused.
13. Water closets (toilets) and other water apparatus in the Residence Units shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Owner in whose Residence Unit it shall have been caused.
14. Close all exterior windows or sliding doors when necessary to avoid possible loss from storms or the elements.
15. Owners are reminded that alteration and repair of the exterior of the Buildings, balconies and Common Elements is the responsibility of the Board. No Owner shall do any painting or decorating of the exterior of the Buildings or make any alterations or construct any improvements to the exterior of the Buildings or any of the Common Elements.
16. All damage to the Building or Common Elements caused by moving or carrying of any article therein shall be paid for by the Owner responsible for the presence of such article.
17. Water shall not be left running for an unreasonable or unnecessary length of time. This includes toilets that run continually.
18. No Owner shall interfere in any manner with any portion of the plumbing, heating, air conditioning or lighting apparatus, which is part of the Common Elements and not part of the Owner's Residence Unit.
19. No Owner shall use or permit to be brought into or stored in the buildings any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra-hazardous to life, limb, or property with in each case obtaining written consent of the Board of Manager.
20. An Owner shall not use, nor shall he permit his family, guests, or invitees to use parking spaces of other Owners. Owners' cars shall not be parked in parking spaces designated for guests. The Board and the Manager shall have the right to remove such vehicles parking in violation of this rule at the expense of the respective owners, thereof, or take other appropriate means to see that such wrongful parking is not repeated.
21. No vehicles shall be left in a parking space in a non-operative condition. No parking space shall be concerted for living, recreational or business purposes nor shall anything be stored in any parking space so as to prevent the parking of a vehicle herein.
22. No automobile belonging to an Owner, or to a member of an Owner's family, or employee or guests of an Owner shall be parked in such manner as to impede or to prevent ready access to the parking areas. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family shall obey the parking regulations posted in the parking areas and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners. Boats, boat trailers, trailers, mobile homes are not allowed nor any type of vehicle which protrudes from the parking space.

23. No signs or other advertising devices which are visible from the exterior of any Residence Unit or upon the Common Elements shall be displayed, including "For Sale" signs, without written permission from the Board.

24. No animals shall be kept except dogs, cats, fish and/or birds. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pet shall weigh more than twenty-five (25) pounds nor shall more than one (1) household pet be kept without written permission of the Board of Directors of the Council. No pets may be permitted in any portion of the Common Elements unless carried or on a leash. Each Owner who keeps a pet in the Building shall indemnify and hold all other Owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Building regardless of whether or not the Council has given its permission therefore. If a pet disturbs other Owners by parking or biting or in other ways becoming obnoxious, the Board or the Manager will give notice to the Owner of such pet to cause such annoyance to be discontinued and if such annoyance is not discontinued and corrected, the Board may revoke its permission to keep the pet in the Building and the pet shall be removed from the Building.

25. No Owner shall engage any employee of the Board or Manager for any private business of the Owner without prior written consent of the Board.

26. The Board and the Manager may retain a passkey to each Residence Unit which key may be used only for entry to the Residence Unit in the manner provided in the Declaration. No Owner shall alter any lock on any door leading into his Residence Unit without the prior consent of the Board. If such consent is given, the Owner shall provide the Board with a key for the Board's or Manager's use.

27. The swimming pool and other available recreational facilities and public area may be used by Owners and their guests. The Owners and their guests must abide by the rules for recreational facilities and public areas as posted in the recreational and public areas or hereafter published by the Board.

28. Owners shall be responsible for the action of their children, employees, agents, invitees, servants, and their guests.

29. Any consent or approval given under these Community Rules by the Board shall be revocable at any time.

30. Complaints regarding the service of the buildings, grounds, or regarding the actions of other Owners shall be made in writing to the Board and/or Manager.

31. These Rules and Regulations may be added to, amended, or repealed at any time by the Board of Directors.

32. None of the Rules contained herein shall prohibit the establishment of a sales office, sales models and other commercial activity, or signs, or billboards, if any, of Developer during the initial sales period of these Residence Units and any other Residence Units which may be built in the future pursuant to the provisions of the Declaration.

33. If vacating the unit for a period of more than 24 hours, the water supply shall be turned off in the unit and drained. The water supply is a valve located at the top of the hot water heater. Turn and then open the faucet in the kitchen sink. After a few minutes, the water lines will be drained.

*Please keep these Rules and Regulations handy.*

**PORT AUX PRINCES COUNCIL OF CO-OWNERS, INC.**

**Owner's Checklist**

**EMERGENCIES**

**FIRE: call the Fire Department-9 1 1**

**then call Rapp Management Co., Inc..**

**POLICE: call the Police Department-9 1 1**

**then call**

**Lt. Michael Gray (Courtesy Patrol): 409-256-9170**

**FLOOD OR SEWER BACKUP: call Rapp Management Co., Inc..**

**Rapp Management Co, Inc., AAMC**

**1703 Broadway**

**Galveston, TX 77550-4910**

**(409) 763-4323 FAX (832) 553-7264**

**[sue@rappmanagement.com](mailto:sue@rappmanagement.com)**

## **IT'S POOL TIME!**

In general, our pool rules are designed for the safety and enjoyment of all pool users. We would like to remind you that the pool is for residents and guests only, and ask you **not to give your key to non-residents, or allow your guests to use the pool without accompanying them.**

Statistics show that most drowning victims are under age 4, and the most frequent site of drowning is a private pool; to prevent any such accident at Port Aux Princes-particularly in light of the number of toddlers in our neighborhood-you are asked to **keep the pool gates locked at all times,** even when you're in the pool area.

It will contribute greatly to everyone's enjoyment if, in addition to following the rules posted poolside, you'd see to it that-

- No bicycles or tricycles are ridden in the pool area.
- Safety equipment is not used as pool toys (or taken away...).
- There's no unnecessary screaming or splashing.
- Trash (including cigarette butts) is thrown into the trashcan provided (and not left on the ground).
- Pool tables and chairs that have been moved are put back into place before you leave.

One further reminder: if you'd like to have a pool party-for up to 15 guests-you are asked to notify Rapp Management Co., Inc., and pay a \$25 damage deposit. This will be refunded if no cleanup is required.

**SWIM AT YOUR OWN RISK**

**NO LIFEGUARD ON DUTY**

Thanks for your help in making our pool a really cool place this summer!

## A SUMMERTIME LANDSCAPE...

**FIRST THE PERENNIALS...**; residents are reminded that:

- The air conditioner filter should be changed at least every month, and the condensate drain line (the tube that protrudes from the ceiling above the bathtub) should be checked by a professional each spring.
- Hot water heater connectors should be checked regularly for corrosion at the connectors and at the bottom for rust. If you are leaving town for more than a day, please turn off the water supply to your hot water heater altogether (located at the wall near the top of the hot water heater)

**•The smoke detector should be checked periodically, and a fire extinguisher kept handy.**

**THEN, THE ANNUALS...**

- No owner or resident shall make any changes in, or additions to any structures, any furnishings, or any landscaping of the common elements – except as authorized in writing by the Board of Directors.
- No car maintenance (change or motor oil, transmission fluid, etc.) on the premises. Cars may be washed alongside Building B - the hose there is the most easily accessible, a storm drain is close by, and it is the spot least likely to inconvenience your neighbors.
- Boats and trailers are not allowed in the parking area.
- Mattresses, appliances, furniture, and similar large trash items should be hauled to the city dump, not placed in or near the dumpsters.
- While on common areas of the property, dogs must be on leash (or carried) at all times.
- Only hanging plants should be hung on patios or balconies or from railings or fences. No laundry should be hung outside to dry, and no bicycles, tricycles, motor scooters, etc. should be kept on patios or balconies or in passageways or stairwells.
- Even though the Association pays the water bills, you are asked not to let the water run for long periods of time (e.g., watering your outdoor plants overnight...).
- Maintenance and lawn care is provided by **Cecil Grisham: (409) 762-7311**. You are reminded that a very expensive sprinkler system has been embedded in our lawns, and are asked not to drive cars, trucks, golf carts, motorcycles, motor scooters, or other heavy vehicles on the grass!

## **A HURRICANE ADVISORY...**

As you are well aware, hurricane season began June 1; here are the procedures that will go into effect if a storm visits our area.

### **Before the Storm**

- Make sure that you have insurance on your personal property. The Association carries insurance on the buildings and common areas, but this does not cover personal items such as furniture, clothes, etc.
- Please make your own arrangements for boarding and securing your property: it is not the responsibility of your Association or Management Company to provide this service.
- When advised of a hurricane warning, protect your windows and patio doors, and remove all items from your patio or balcony, including furniture, plants and hanging baskets, firewood, etc. Unplug all electrical appliances, remove frozen foods and perishables from your refrigerator, and fill your bathtub with water
- We strongly recommend that you evacuate the Island when so advised by municipal authorities.

### **After the Storm**

- Management representatives will survey the damage as soon as the City of Galveston allows. All damage will be photographed and videotaped.
- If you determine that you need emergency repairs-an exposed roof, broken windows, etc.- please call the Management office at (409) 763-4323 and we will process the Work Order as soon as possible. You will also have to fill out a Storm Damage Report and bring it into the office within 24 hours of your call.
- If you have damage but it is not an emergency, please take pictures of your damage and fill out a Storm Damage Report; we will then begin processing an insurance claim.
- If you have damage, we will have to have access to your unit, so please provide us with a key when you fill out the Storm Damage Report.
- You should not haul off any damaged carpet. The insurance company will not allow for a replacement if the carpet has been discarded. If you have to remove the carpet from your unit, please take photographs first. Also, please do not throw the carpet on the lawn - just put it on your patio or balcony.
- If you happen to be present when the insurance claims adjuster arrives, please allow a Management representative to handle the discussions. Unqualified comments made by an owner or tenant may invalidate a claim.
- Please be patient with your Management Company, your Association Board of Directors, and the insurance representatives. We are fully aware that storms cause great inconvenience, but we can assure you that we will be working long hours to get your life back to normal.
- Thank you in advance for your cooperation.

***It is our experience that anything can be fixed, repaired, or replaced, except for human life. Please take precautions to keep you and your loved ones safe. Of course, it is our hope that we will all enjoy a quiet storm season, and not have to put into operation any of the procedures described above!***



## **IMPORTANT PHONE NUMBERS**

<b>RAPP MANAGEMENT CO., INC.</b>	<b>409-763-4323</b>
	<b>832-553-7264 FAX</b>
<b>EMERGENCY 24 HR. BEEPER</b>	<b>409-943-6936</b>
<b>CECIL GRISHAM - On-SiteMaintenance</b>	<b>409-762-7311</b>
<b>LT. MICHAEL GRAY</b>	<b>409-256-9170</b>