

UNIVERSITY PARK PLACE
AMENDMENTS TO BY-LAWS

November 12, 1987

The Board of Managers have adopted a new set of By-Laws and amendments to the Condominium Declaration and request approval of the amended By-Laws as a new document. By adopting the amended By-Laws as a new document, the Association avoids any legal problems which might arise because of the time when revisions were adopted.

A copy of the By-Laws (As Amended) is attached. Underlined sections indicate changes or additions. The symbol indicates a deletion. Page and line numbers refer to the By-Laws (As Amended).

The By-Laws changes consist of three types:

Administrative changes which do not make any substantive changes in the rights or obligations of homeowners or residents.

Incorporating past amendments into the By-Laws.

New changes to the By-Laws.

Deleted material is indicated by words with dashes through them and the replacement, if any, written below. New parts are underlined. Line numbers refer to the current edition of the By-Laws.

Administrative Changes:

- 1. Title p.1 By-Laws
UNIVERSITY PARK PLACE
CONDOMINIUM ASSOCIATION, INC.
OWNER'S
(As Amended)
- 2. p.1. The name of the Association shall be
University Park Place Condominium Association, Inc. --
Owner's
- 3. I. 1. line 7. -- of Texas (Acts 1963, 58th Leg., P.507, GH 191).
(V.T.C.A., Property Code, Section 81.001)
et seq.)
- 4. III. 1. line 2. p. 3. units will constitute the Association of Unit Owners, --
Condominium Owner's
Association

5. III. 3.
line 1
p. 3. The first annual meeting of the Association shall be held at such time and place as shall be designated by White Oak Development Corporation, in the notice thereof, and shall not occur more than twelve (12) months from the date of the first transfer of a condominium unit to an owner other than White Oak Development Corporation. Thereafter, there --
There --

6. IV. 5.
lines 1-5
p. 10. Managing Agent. The initial Managing Agent shall be current is BRAZOS MANAGEMENT COMPANY, 5858 Westheimer, Suite 503, Houston, Texas 77057 who shall have all of powers and perform such duties --- established by the Board to

→ (7. IV. 5.
line 5.
p. 10. -- However, no person or entity --certified by the National Association of Property Managers. [NOTE: This change allows more flexibility in selecting a management organization.]

8. KNOW ALL MEN BY THESE PRESENTS:
p. 35 --- appointed -- a the first Board of Directors of -- Managers
currently on the
---(or being -- successors)---
foregoing By-Laws, of the Association, As Amended, and--

Previous Amendments Adopted:

9. IV. 1.
line 4
p. 6. -- composed of three (3) persons.
five (5)

V. 6
lines 5-6
p.10. The term of office of one Manager shall be fixed at two (2)
two (2) years, --

line 9
p. 10. --- The three persons acting
five
[Increased the size of the Board from three to five.]

10. V. 3 - 4.
line 3
p. 14 --- with or without cause, or prejudice from the office then held (but not from the board) and ---

11. V. 1.
line 2
p. 13. --- President, a First Vice President, a Second Vice President, a Secretary ---

V. 5.
line 3.
p. 14. --- President. The Second Vice President shall exercise all of the powers of the First Vice President in the absence of the First Vice President.

[Added Second Vice President to the Officers.]

12. VII. 5. (a) All units shall be utilized for single family residential purposes only.
p. 20.

All units shall be occupied for residential purposes only by a maximum of two (2) persons, neither of whom may be under the age of eighteen (18) years. If an occupant has a child after occupying a unit, said occupant will have two (2) years from the date of birth of the child within which to vacate the premises.

[Continues the restriction on only residential use and restricts occupancy to two adults in each unit.]

13. VII. 10 See pages 28-30 of the By-Laws (As Amended).
pp. 28-30 [This addition requires owners to notify the Board, or the Property Manager, of changes in the lease and tenants of a rented unit. It also requires a clause in the lease requiring the owner to evict a tenant who violates the By-Laws of the Association.]

New Amendments:

14. IV. 4. (e) --- or costs, or additional assessments ---
line 8. said
p. 10. [Clarification]

15. IV. 4. (f) To fix, determine and levy reasonable fines for violation of the Declaration or By-Laws, which fines shall be in the nature provided herein and the purpose of which shall be to insure compliance of owners and tenants with these By-Laws and the Declaration.
p. 8.

[Allows the Board of Managers to levy fines for failure to obey the By-Laws or Declaration.]

16. VI. --- or proceeding to be liable for gross negligence or
line 5 arising out of said person's acting
p. 16. as manager or officer, except in cases of

willful misconduct, or bad faith.

17. VI. --- gross negligence, or willful misconduct or bad
line 10 faith in the performance ---
p. 16.

[Clarification of liability of Board members and officers.]

18. VII. 1. --- assessments and fines made or levied ---
line 9 [Includes payment of fines in the eligibility require-
p. 17. ments to vote.]

19. VII. 2. b. --- apartment unit shall be at the owner's expense.
lines 9-10 . He also shall be responsible for keeping in
and operating condition the air

UPP ANNUAL HOMEOWNERS MEETING
December 10, 1987
Page 2

FRANK YOUNG suggested investigating Brinks homeowner's protection system for \$19/month; also suggested each homeowner must provide his own insurance protection for stolen autos. VARYNE DURR suggested the neighborhood would be interested in joining us for security protection. She agreed to investigate and report back to the Board. Consensus was to retain guard until investigation completed.

MOTION: VASILOPOLOUS/SAWIKI to eliminate armed guard. Discussion followed. Motion Failed: 2 for, all others against.

MOTION: YOUNG/BARNES to investigate neighborhood plan, as well as Brinks plan; amended REX CANTRELL - report by end of first quarter and continue present plan until then. Motion Carried.

NEW BUSINESS: AMENDMENTS TO THE BY-LAWS AND CONDOMINIUM DECLARATION:

STERN reported that the proposed Amendments to the Bylaws and Condominium Declaration had been mailed to homeowners, but that the latter document required 90% of ownership approval, and this percentage is not present. The ByLaws can be amended, since 2/3 of the members are either present or represented by Proxy.

REX CANTRELL offered changes to the Amendments, as presented, for several of the By-Laws. These were entertained and discussed individually, with many comments from other homeowners. Changes set forth in the following paragraphs relate only to those Amendments which were changed during the meeting, after formal motion, second, discussion and approval by the majority. They were accepted by oral vote in each case.

ARTICLE VII. 2. MAINTENANCE AND REPAIRS

Original

"He also shall be responsible for keeping in good repair and operating condition the air conditioning or heat pump unit which is located on the roof of the building and serves his unit and belongs to him. Specifically, said units must operate so as not to cause excessive noise and be a nuisance to other owners."

also,

"...or for any expenditures incurred by the Association in repairing or maintaining an owner's air conditioning or heat pump unit. Before the Association may perform repairs or maintenance on said air conditioning or heat pump unit, it shall notify (or reasonably attempt to notify) the owner at least once of the problem in writing and allow him at least fifteen (15) days after the date of said notice within which to correct the problem."

ARTICLE VII. 2. MAINTENANCE AND REPAIRS (cont'd)

Final

"An owner shall be responsible for the operation and maintenance of the air conditioning and/or heat pump on the roof of his/her building and which is his/her property and serves his/her unit. If, in the majority opinion of the Board of Managers, the air conditioning or heat pump unit is determined to be making excessive noise which is sufficiently disturbing to neighbors to prompt complaints, the air conditioning or heat pump unit must remain "OFF" or inoperative until it has been repaired at the owner's expense; provided, however, that before requiring the owner to turn off the air conditioning or heat pump, the Association shall notify (or reasonably attempt to notify) the owner at least once of the problem in writing and allow him/her at least fifteen (15) days after the date of said notice within which to correct the problem."

ARTICLE VII. 5. USE OF UNITS

Original

"All units shall be occupied for residential purposes only by a maximum of two (2) persons, neither of whom may be under the age of eighteen (18) years. If a couple has a child after occupying a unit, said occupant will have two (2) years from the date of the birth of the child within which to vacate the premises."

Final

"All units shall be used for single family residential purposes only. Two (2) bedroom units may be occupied by a maximum of two (2) adult persons. No occupant may be under the age of eighteen (18) years. If an occupant has a child after occupying a unit, said occupant will have two (2) years from the date of birth of the child within which to vacate the premises."

ARTICLE VII. 6 USE OF UNITS...INTERNAL CHANGES

Original

"An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent or if no Managing Agent is employed, the through the President of the Board of Managers. The Association shall have the obligation to answer within thirty (30) days after such notice, and failure to do so within the stipulated time shall mean there is objection to the proposed modification or alteration, and the request is deemed to have been refused..."

Final

"An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association, in writing, through the Managing Agent or if no Managing Agent is employed, through the President of the Board of Managers. Such notice shall be deemed to be given upon deposit, at the Managing Agent's (or President's) office, of a complete set of Plans and Specifications and any permits required in accordance with the ordinances of the City of Houston. The Association shall have the obligation to answer within thirty (30) days after such notice has been received. They will either give approval of the modifications or deny the request for the modifications/alterations in writing."

MOTION: CRAIN/BARNES to accept the ByLaws as amended. Motion Carried by written ballot: 69% in favor of amended Bylaws. These will be completed by the Attorney and will become the official Bylaws of the Association.

NOMINATIONS FOR BOARD OF MANAGERS MEMBERS

A Proxy form which names the candidates who are proposed by the Board to fill the two vacancies was prepared by Brazos and mailed to homeowners. Mark Womack, Phyllis Mendenhall and Louis Stern are candidates. Nominations were called for from the floor. There were no nominations from the floor, and CRAIN/CANTRELL moved to close nominations. Each candidate introduced himself/herself. Mendenhall withdrew. Written ballots were provided, and the results were tallied by committee. Womack and Stern will fill the two vacant positions.

HARMS requested a copy of the contract with Brazos Management. He objects to the fact that many people are telling Tom Davis (maintenance man on property) what to do, often giving him conflicting instructions. He said the Board should designate one contact point for Tom and only that designee should give him direction.

CANTRELL suggested that the mailed Proxy did not constitute a Ballot, and asked that a proper Ballot be used next year.

The meeting was adjourned at 9:35 p.m.

Louis H. Stern
President