

BY-LAWS

**UNIVERSITY PARK PLACE
OWNERS' ASSOCIATION, INC.
ADOPTED December 6, 2001**

**BY-LAWS
OF
UNIVERSITY PARK PLACE
OWNERS' ASSOCIATION, INC.**

The name of the Association shall be **University Park Place Owners' Association, Inc.**, hereinafter called "**Association**" or "**Corporation**".

Article I. OBJECT

1. **PURPOSE.** The purpose for which this non-profit Corporation is formed is to govern the condominium property situated in the County of Harris, State of Texas, which property is described on the attached Exhibit "A" which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas (V.T.C.A., Property Code, Section 81.001 et seq.).

2. **PERSONS AFFECTED.** All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of the condominium units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

Article II. MEMBERSHIP, VOTING, QUORUM, PROXIES

1. **MEMBERSHIP.** Any person on becoming an owner of a condominium unit shall automatically become a member of this non-profit Corporation and be subject to these By-Laws. Such membership shall terminate without any formal Corporate action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from liability or obligation incurred under or in any way connected with the **ASSOCIATION**, during the period of such ownership and membership in the **Association**, or impair any right or remedies which the Board of Managers of the **Association** or others may have against such former owner and member arising out of or in any way connected with such ownership and membership in the **Association**, or impair any right or remedies which the Board of Managers of the **Association** or other may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the **Association**, but the Board of Managers may, if it so elects, issue a membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. **VOTING.** Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements. As owner of an undivided fractional ownership interest in and to a condominium unit shall be entitled to a vote equal to his fractional ownership interest in such unit. Cumulative voting is prohibited.

3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of owners representing a majority ownership of the Common Elements shall constitute a quorum.

4. PROXIES. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

Article III. MEETINGS OF THE ASSOCIATION

1. ASSOCIATION RESPONSIBILITIES. The owners of the units will constitute the **University Park Place Owners' Association**, hereinafter referred to as "**Association**", who will have the responsibility of administering the project through a Board of Managers.

2. PLACE OF MEETINGS. Meetings of the **Association** shall be held at such place as the Board of Managers may determine.

3. ANNUAL MEETING. There shall be a meeting of the **Association** during the month of November or the first two weeks in December at a reasonable location set by the Board of Managers and specified in the notice thereof. At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of Paragraph 5 of Article IV of these By-Laws. The owners may also transact such other business of the **Association** as may properly come before them.

4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the owners present, either in person or by proxy.

5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. ADJOURNED MEETING. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) or more than fifty (50) days following the meeting or adjournment thereof. The required quorum at any such adjourned meeting shall be one-half (1/2) of the required quorum of the meeting which was adjourned, but such quorum shall not be decreased to less than one-tenth (1/10) of the ownership interest in the common elements, present in person or by proxy.

7. ORDER OF BUSINESS. The order of business at all meetings of the owners of units shall be as follows:

(a) Roll call

- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of managers
- (g) Unfinished business
- (h) New business.

Article IV. BOARD OF MANAGERS

1. NUMBER AND QUALIFICATIONS. Subject to the provisions except as is provided in Section 4 of this Article, the affairs of this **Association** shall be governed by a Board of Managers, (sometimes referred to as the "Board") composed of five (5) persons, all of which shall be members of the **Association**.

2. POWERS AND DUTIES. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the **Association** and for the operation and maintenance of a condominium project. The Board of Managers may do all such acts and things as are not prohibited by these **By-laws** or by the **Condominium Declaration for University Park Place Owners' Association, Inc.** to be exercised and done by the owners.

3. OTHER POWERS AND DUTIES. The Board of Managers shall be empowered and shall have the rights as follows:

- (a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Texas and operations set forth in the Condominium Act of the State of Texas.
- (b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to, or mailed to, each member promptly upon the adoption thereof.
- (c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.
- (d) To insure and keep insured all of the insurable common elements of the property in an amount equal to a maximum of eighty (80%) percent of their replacement value as provided in the **Declaration**. The Replacement Value shall be determined by appraisals as may be deemed prudent or necessary by the Board, one or more mortgagees, or the insurance underwriter. Further, to obtain and maintain comprehensive liability insurance covering

the entire premises in amounts of not less than \$100,000 per person and \$300,000 per accident and \$1,000,000 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the **Association** for the benefit of the **Association** and the owners of the condominium units and their first mortgagees.

- (e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, said additional assessments shall be in an itemized statement form and shall set forth the detail of the various expenses for which the assessments are being made.
- (f) To fix, determine and levy reasonable fines, not to exceed \$300.00 for each violation of the **Declaration** or **By-Laws**, which fines shall be in the nature provided for herein and the purpose of which shall be to insure compliance by owners and tenants with these **By-Laws** and the **Declaration**.
- (g) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the **Declaration** and these **By-Laws**.
- (h) To protect and defend the entire premises from loss and damage by suit or otherwise.
- (i) To borrow funds in order to pay for any expenditure or outlay required; to execute all such instruments evidencing such indebtedness; and such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the common elements.
- (j) To enter into contracts within the scope of their duties and powers.
- (k) To establish a bank account and other financial accounts for the common treasury.
- (l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.
- (m) To prepare and deliver annually to each owner a statement showing all receipts, expenses, or disbursements since the last such statement.
- (n) To meet at least once each quarter.
- (o) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(p) In general, to carry on the administration of this **Association** and to do all of those things, necessary and reasonable in order to carry out the communal aspect of condominium ownership.

4. **MANAGING AGENT.** The Board will appoint a managing agent. The name and address of the current managing agent is shown as an appendix to these **By-Laws**.

5. **ELECTION AND TERM OF OFFICE.** The term of office of a Manager shall be three years. Their terms shall be staggered so that two (2) Managers are elected each of two (2) years and one (1) Manager in the third year. The five (5) persons who are Managers shall hold office until their successors are elected and hold their first meeting.

6. **VACANCIES.** Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the **Association** shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be Manager until a successor is elected at the next annual meeting of the **Association**.

7. **REMOVAL OF MANAGERS.** At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor shall then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. **ORGANIZATION MEETING.** The first meeting of a newly elected Board of Managers shall be held within ten (10) days of the election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected; and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

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

10. **SPECIAL MEETINGS.** Special meetings of the Board of Managers may be called by the President on three (3) days notice to each Manager, given personally, or by mail, telephone or facsimile, which notice shall state time, place, (as hereinabove provided) and purposes of the meeting.

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

12. BOARD OF MANAGERS' QUORUM. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business; and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. FIDELITY BONDS. The Board of Managers shall require that the Managing Agent or the officers and employees of the **Association** handling or responsible for **Association** funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the **Association**.

Article V. OFFICERS

1. DESIGNATION. The officers of the **Association** shall be a President, a First Vice President, a Second Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers. All officers must be members of the Association.

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

3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, with or without cause, or prejudice from the office then held (but not from the Board) and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose.

4. PRESIDENT. The President shall be the chief executive officer of the **Association**. He shall preside at all meetings of the **Association** and the Board of Managers. He shall have all the general powers and duties which are usually vested in the office of president of an association, including but not limited to the powers to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the **Association**.

5. VICE PRESIDENT. The First Vice President shall exercise all the powers of the President, in the absence of the President. The Second Vice President shall exercise all the powers of the First Vice President in the absence of the First Vice President.

6. SECRETARY. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the **Association**; he shall be in charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the **Association** a complete list of members and, their last

known addresses as shown on the records of the **Association**. Such list shall also show opposite each member's name the number or other appropriate designation of the apartment unit owned by such member and the garage or parking space and patio assigned for use in connection with such apartment unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. **TREASURER.** The Treasurer shall have the responsibility for supervising the accounting records of the **Association**.

Article VI. INDEMNIFICATION OF OFFICERS AND MANAGERS

Pursuant to the Texas Non-Profit Corporation Act, Article 1396-2.2A, the **Association** shall indemnify, defend and hold harmless, any and all current and past Board members, Officers, and Committee members to the maximum extent permitted by law, including costs and attorneys' fees.

Article VII. OBLIGATIONS OF OWNER

1. **ASSESSMENTS.** All owners shall be obligated to pay the monthly assessments imposed by the **Association** to meet the common expenses. The assessments shall be made prorata according to percentage interest in and to the general common elements and shall be due monthly in advance. Members who are in arrears who make partial payment shall have the payment credited first to attorneys' fees incurred in the collection of same amount, including the fees required for obtaining title documents; second, against accrued interest; third, against late fees and collection fees; and fourth any remaining credit shall be applied to the oldest of the delinquent amounts being due and/or pursued for collection and last to the current monthly maintenance fees. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these **By-Laws**, if and only if he shall have fully paid all assessments, fines, and other charges made or levied against him and the condominium unit owned by him.

2. **MAINTENANCE AND REPAIR.**

- (a) Every owner must perform promptly at his own expense all maintenance and repair work within his own apartment unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.
- (b) An owner shall be responsible for, maintain and keep in repair, at his personal expense, the interior of his own apartment unit, including all fixtures and equipment installed within the apartment unit, such as patio planting, water, light, gas, power, sewage, telephone, sanitary installation, doors, windows, glass (except for items in Paragraph 2, Sections (c) and (d) of this article), electrical fixtures and all other accessories, equipment, and fixtures belonging to the apartment unit. The owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors. An owner shall be responsible for the operation and maintenance of the air conditioning and/or heat pump on the roof of his building and which is his 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 **Association** 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. If owner fails to act within the allotted time, then the Association may repair air conditioning or heat pump unit at Owner's expense and the amount of the repair shall be come a part of the assessment and be collectable as an assessment.

- (c) Each owner shall keep clean the interior of the limited common elements assigned to apartment unit. The repair and the replacement of balcony and patio doors and windows, including painting, shall be the responsibility of the **Association**.
- (d) The **Association** will be responsible for the repair or replacement of damaged main entrance doors with hollow core doors. Owners who want a solid wood door must pay the difference in cost between the hollow core and solid door. Owners who want to install any other approved type door such as a half French door (9 lights) or a full French door (15 lights) with Schlage door lock and latch set with keyway, finish to be antique brass, are responsible for the total cost of such door. The **Association** will paint the door.
- (e) An owner shall be obligated to reimburse the **Association** promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by the owner's negligence or by the negligence of the owner's tenant or agents.

3. **MECHANIC'S LIEN.** Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other apartment units and the appurtenant common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter such owner shall be required to deposit with the **Association** cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the **Association** pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the **Association** to make such payment, and the amount thereof shall be a debt of the owner and a lien against his apartment unit which may be foreclosed as is provided in the **Declaration**.

4. **GENERAL.**

- (a) Each owner shall comply strictly with the provisions of the **Condominium Declaration for University Park Place Owners' Association**.

- (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which **University Park Place Owners' Association** was established.

5. USE OF UNITS. Two (2) bedroom units may be occupied by a maximum of four (4) adults. One (1) bedroom units may be occupied by a maximum of two (2) adults. It is not the intent of this provision to exclude from a unit any individual who is authorized to so remain by any state or federal law. If it is found that this definition, or any other provision contained herein is in violation of any law, then this section shall be interpreted to be as restrictive as possible to preserve as much of the original provision as is allowed by law.

6. INTERNAL CHANGES. 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. Owner shall be responsible for rectifying any effect of such changes on the common areas and any other unit.

7. USE OF GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Each owner may use the general common elements and the limited common elements in accordance with the rules and regulations of the **Association** and in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

8. RIGHT OF ENTRY.

- (a) An owner shall grant the right, but not the obligation, of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

9. RULES AND REGULATIONS.

- (a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted, and particularly, of the use of the swimming pools and swimming pool areas, in order that all owners and their guests shall achieve maximum utilization of such facilities consistent with the rights of each of the other owners thereto.

- (b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.
- (c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb owners, tenants or other occupants of condominium units of **The University Park Place Owners' Association**. No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of **University Park Place Owners' Association**.
- (d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium and of providing access to the units; those portions thereof adapted therefor for recreational use by the owners and occupants of units; and all thereof, for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except designated maintenance storage rooms nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.
- (e) Each unit is entitled to one pet permit that allows one (1) small dog, cat, or other usual small household pet (weight not to exceed 20 pounds). Individuals who wish to maintain two (2) small pets must acquire a pet permit from another owner. The transfer of pet permits must be approved and recorded by the Board of Managers. All such household pets must be leashed, even in the common areas. No more than two (2) animals per unit are permitted. Except as hereinabove stated, no animal, livestock or poultry shall be brought within the condominium or kept in or around any unit thereof. However, no breeding of pets or commercial activities related thereto shall be permitted on the premises.
- (f) No resident of a condominium unit or owner shall post any advertisements, signs, or posters, of any kind in or on the project except as authorized by the **Association**.

- (g) Parking of automobiles shall be only in the space designated as parking for each unit; no unattended vehicle shall at any time be left in the streets in such manner as to impede the passage of traffic or to impair proper access to parking areas. No boats, trailers or campers will be left in parking areas. No storage of any objects shall be permitted in the driveway and private carport area except in the designated storage areas which shall be kept closed when not in use, and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind. Automobiles must at all times be operable, have current license tags, state inspection stickers, and comply with current mandatory insurance under the laws of the State of Texas.
- (h) It is prohibited to hang garments, rugs, and/or any other materials from the windows or from any of the facades of the project.
- (i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of any of the windows of any of the units.
- (j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.
- (k) No owner, or other occupant of any condominium unit shall concede or make alteration, modification, improvement, nor add awnings patio covers or other devices to the common elements, (both, general and limited) of the condominium or to move or remove or add to any planting, structure, fences, furnishings or other equipment or object therefrom except with the written consent of the **Association**. Architectural control of the foregoing shall be the responsibility of the Board of Managers or its appointed representatives and no approval shall be granted without the submission of Plans and Specifications showing the nature, kind, shape, size, materials, color and location of the same with regard to harmony or external design and location in relation to the surrounding structures and topography.
- (l) Reasonable and customary regulations for the use of the swimming pools, office, laundry facilities, and recreation areas will be promulgated hereafter and publicly posted at such places. Owners and all occupants of units shall, at all times, comply with such regulations.
- (m) All floors and floor coverings installed in the second story units shall be approved by the **Association** for adequate sound control, prior to installation.

10. DESTRUCTION OR OBSOLESCENCE. Each owner shall, upon request: therefor, execute a power of attorney in favor of the Association, irrevocably appointing the **Association** as his attorney-in-fact to deal with the owner's condominium unit upon its destruction or obsolescence as is provided in Paragraph 6.1 of the **Condominium Declaration for University Park Place Home Owners' Association**.

11. OBLIGATIONS OF OWNERS WHO RENT THEIR UNITS.

- (a) An owner who places his unit for rent with a rental company must immediately notify the Managing Agent of:
- (1) Name of the rental agency
 - (2) Address of the rental agency
 - (3) Name of the person at the rental agency responsible for renting the unit

This information is necessary so the rental agent can be notified of the requirements and obligations of residents contained in the **Association By-Laws and Condominium Declaration.**

- (b) An owner who rents his/her unit must, prior to execution of a lease or rental agreement, notify the Board of Managers to provide the Association with the right of first refusal. This notification shall consist of:
- (1) Two copies of the Lease Agreement, which includes the clause required in Section (c) of this paragraph.
 - (2) Two copies of the Lease Waiver Agreement adopted by the Board of Managers and signed by the lessor and the lessee.
- (c) Each Lease Agreement between an owner and a tenant must include the following clause:
- "Lessee agrees that he/she shall fully abide by and wholly comply with the terms, provisions and conditions of the **Condominium Declaration and By-Laws of University Park Place Homeowner's Association** and Lessee agrees that failure or refusal to do so shall terminate Lessee's tenure and right of occupancy."
- (d) An owner renting a unit, on notification from the Board of Managers that a Lessee has violated the clause in Section (c) of this paragraph, will immediately proceed with appropriate action for eviction of Lessee.

Article VIII. AMENDMENTS TO BY-LAWS

NEW BY-LAWS. New **By-Laws** may be adopted or these **By-Laws** may be repealed or amended by a majority vote of the Board of Managers at a legally called meeting as specified in Article IV. Paragraphs 9 and 10.

Article IX. MORTGAGES

NOTICE OF UNPAID ASSESSMENTS. The Association shall at the request of a Mortgagee of a unit report any unpaid assessments due from the owner of such unit.

Article X. COMPLIANCE

These **By-Laws** are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these **By-Laws** conflict with provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Article XI. NON-PROFIT

This **Association** is not organized for profit. No member, member of the Board of Managers or person from whom the **Association** may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the **Association** be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always:

- (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the **Association** for services rendered in effecting one or more of the purposes of the **Association** and
- (2) that any member of the Board of Managers may, from time to time, be reimbursed for actual and reasonable expenses incurred in connection with the administration of the affairs of the **Association**.

Article XII. REGISTERED AGENT

The Registered Agent and the principal office of the transaction of business of this **Association** shall be designated by the Board of Managers from time to time.

Article XIII. EXECUTIVE AND OTHER COMMITTEES

The Board of Managers may appoint an Executive Committee, and such other committees as may be necessary from time to time, consisting of such number of its members and with such powers as it may designate, consistent with the **By-Laws** and the Laws of the State of Texas. Such committees shall hold office at the pleasure of the Board of Managers.

Article XIV. CORPORATE RECORDS AND REPORTS -- INSPECTION

1. CORPORATE RECORDS AND REPORTS. As per the initial provisions of Article IV, 4 (1) and (m), the **Association** shall maintain adequate and correct accounts, books and records of its business and properties. All such books, records and accounts shall be kept at its principal place of business in the State of Texas, as fixed by the Board of Managers from time to time.

2. INSPECTION OF BOOKS AND RECORDS. The "Member Register", the books of account and Minutes of proceedings of the Members and the Board of Managers and of Executive Committees of the Board of Managers of the **Association** shall be open to inspection upon the written demand of any member at a reasonable time, for a purpose reasonably related to his interest as a member and shall be exhibited at any time when required by the demand at any members meeting of ten percent (10%) of the members represented at the meeting. Demand for inspection other than at a members' meeting shall be made in writing upon the President or Secretary to the **Association**.

3. INSPECTION OF BY-LAWS. The original or a copy certified by the Secretary of these **By-Laws** as amended or otherwise altered to date, certified by the Secretary, shall be open to inspection by the

members at the **Association's** principal office at all reasonable time during office hours.

4. CHECKS, DRAFTS OR OTHER ORDERS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the **Association**, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Managers.

5. AUTHORIZATION BY BOARD OF MANAGERS. The Board of Managers, except as in the **By-Laws** otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the **Association**. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Managers, no officer, agent or employee shall have any power or authority to bind the **Association** by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount.

6. ANNUAL REPORT. The Board of Managers shall cause an annual audited financial report to be made available to the unit owners.

The annual report shall include, but not be limited to, an examination or audit of the account(s) of the **Association**.

The financial statement shall be prepared according to generally accepted accounting principles applied on a basis consistent with that of the preceding year.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being all of the persons currently on the Board of Managers of the **Association** hereby assent to the foregoing **By-Laws, As Amended**, and adopt the same as the **By-Laws** of the **Association**.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____ day of _____, 200 .

BOARD OF MANAGERS:

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting secretary of **University Park Place Owner's Association, Inc.**, a Texas corporation;

That the foregoing By-Laws constitute the Amended and Restated By-Laws of said **Association**, as duly adopted at a meeting of the Board of Directors where a quorum was present held on the _____ day of _____, 200__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this the _____ day of _____, 200__.

Print Name:
Title: Secretary

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, on this day personally appeared

_____, the Secretary of **University Park Place Owner's Association, Inc.**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this _____ day of _____, 200__.

Notary Public-State of Texas