

THE OXFORD

DECLARATION OF CONDOMINIUM

STATE OF TEXAS       §  
                          §  
COUNTY OF HARRIS   §

KNOW ALL MEN BY THESE PRESENTS:

THAT RMH/OXFORD JOINT VENTURE, a joint venture composed of Iakin Oxford International Development Corporation N.V., d/b/a Oxford International Development Corporation, a Netherlands Antilles corporation, and GALLERIA CONDOMINIUM I, LTD., a Texas limited partnership, being the owner of that tract of land more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes and the improvements thereon, and desiring to submit such land and improvements to the Texas Condominium Act (Texas Revised Civil Statutes, Article 1301a) for the purpose of establishing a condominium regime does hereby adopt, establish, promulgate and impress this Declaration of Condominium upon such land and improvements.

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THE OXFORD  
DECLARATION OF CONDOMINIUM

*Quita Rosebauer*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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ARTICLE I  
DEFINITIONS

Section 1.1      Definition of Terms.      When used in this Declaration of Condominium, the words set out below shall have the following meanings:

(a) Balcony - A fully or partially enclosed platform projecting from the walls of the Building having restricted access to and from a Residence Unit.

(b) Board - The Board of Directors of The Oxford Council of Co-Owners.

(c) Building - A twenty-story residential building designated Building "A" on Exhibit "B" attached hereto and incorporated herein for all purposes, designed for residential occupancy, the Garage, and all other improvements now or hereafter placed on the Land. The Building is to be constructed of granite aggregate and glass. The location of the Building on the Land is more particularly described on Exhibit attached "B". The Building and Residence Units are more completely described on the plats which are attached hereto as Exhibit "C" and made a part hereof for all purposes.

(d) By-Laws - The By-Laws of The Oxford Council of Co-Owners.

(e) Common Elements - The Common Elements shall be and include all of the Land and Building except the Residence Units as defined herein and shall include, without limiting the generality of the foregoing: foundations; supporting columns; girders; beams; slabs; supports; dividing walls between two or more Residence Units or between Residence Units and Common Elements; roofs; halls; lobbies; walkways; stairs; stairways; fire escapes; entrances and exits of the Building; basement; covered walkways; atriums and interior garden areas; grounds; gardens; the Garage; swimming pool; reception room; meeting rooms; saunas, exercise rooms, and other rooms; managerial and security offices; mail-room; areas used for storage of janitorial supplies, maintenance equipment and materials; utility rooms; all electrical apparatus from the transfer box to the breaker boxes of a Residence Unit (excluding only the metering device installed and owned by Houston Lighting & Power Company); plumbing fixtures, pipes and lines installed in the walls of the Building or of a Resi-

dence Unit; installations of all central services, including power, light, gas, water, heating, air conditioning [including air handlers and fan coil units (even if located within the physical boundaries of a Residence Unit) and central chilling system], telephone security systems, telephone security systems, and waste collection; elevators; tanks; pumps; motors; fans; compressors; ducts; driveways; and in general all apparatus and installations existing for the common use or necessary or convenient to the operation, maintenance and use of the property as a condominium including those which have been designated as common areas and facilities on the plats attached hereto; and all repairs and replacements of or additions to any of the foregoing. The lobbies, hallways, stairs, reception room, Land and other Common Elements intended to be used for passage or temporary occupancy by persons are sometimes referred to herein as the "Common Areas".

(f) Common Expense Charge - The Assessment made and levied by the Board against each Owner and his Residence Unit for administration, management and operation of the Condominium and the Condominium Regime and for repairs, maintenance, additions, alterations, reconstruction and operation of all or any portion of the Common Elements (including reserves for replacements), in accordance with the provisions hereof.

(g) Common Expense Fund - The accumulated Common Expense Charges collected or received by the Council for use in the administration and operation of the Condominium and the maintenance, repair, additions, alterations, or reconstructions of all or any portion of the Common Elements.

(h) Condominium - The Land, the Building (including the Garage) and all other improvements erected upon and rights appurtenant to the Land and improvements. The components of the Condominium are further herein classified as "Common Elements", "Limited Common Elements" and "Residence Units", as defined herein. The legal rights and duties of ownership, use and administration created by the terms of the Texas Condominium Act, this Declaration of Condominium, the By-Laws and Rules promulgated thereunder are also a part of the Condominium and are sometimes referred to as the Condominium Regime.

(i) Council - The Oxford Council of Co-Owners, a Texas non-profit corporation (created or to be created) the members of which shall be the Owners of Residence Units

within the Condominium Regime during the period of their respective ownerships, and the successors and assigns of such Owners. The term "Council" shall have the same meaning as the term "Council of Co-Owners" in the Texas Condominium Act.

(j) Declarant - RMH/Oxford Joint Venture, a joint venture composed of Iakim CORP. N.V., d/b/a Oxford International Development Corporation, a Netherlands Antilles corporation, and Galleria Condominium I, Ltd., a Texas limited partnership, and its successors or assigns, provided such successors or assigns are designated in writing by RMH/Oxford Joint Venture as a successor or assign of the rights of Declarant set forth herein.

(k) Easement - An exclusive right to use a particular part of the Common Elements for the purposes for which they were designed and in compliance with the terms of this Declaration the By-Laws and the Rules and Regulations.

(l) Garage - That part of the Condominium under the ground level of the Land designed for the parking of vehicles and designated "Garage" on Exhibits "B" and "C".

(m) Land - The real property more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

(n) Limited Common Elements - Those portions of the Common Elements reserved for the exclusive use of the Owners of certain Residence Units to the exclusion of the Owners of all other Residence Units. When used herein, the term "Common Elements" shall include the Limited Common Elements, unless otherwise expressly indicated.

(o) Managing Agent - The person, firm or entity which may be selected by the Board in accordance with the provisions hereof for the purposes of performing any duties, powers or functions of the Board in connection with the administration, management and operation of the Condominium.

(p) Mortgage - A security interest, mortgage, deed of trust or lien granted by an Owner in and to a Residence Unit to secure the repayment of a loan made to an Owner, and duly filed for record in the Office of the County Clerk of Harris County, Texas.

(q) Mortgagee - The person or entity who holds a Mortgage as security for the payment of a debt.

(r) Owner - Any person or persons, firm, corporation or other entity which owns, of record, a Residence Unit in The Oxford, or legal interest therein, including the Declarant, but the term "Owner" shall not include any Mortgagee.

(s) Parking Spaces - The spaces for the parking of vehicles within the Garage as shown on the attached Exhibit "C".

(t) Percentage Ownership Interests - The undivided interests in and to the Common Elements associated with and appurtenant to each Residence Unit as set forth on Exhibit "D" attached hereto and made a part hereof for all purposes.

(u) Reserve Fund - The reserve fund established pursuant to Article IV hereof for maintenance, repairs and replacements to the Condominium.

(v) Residence Units - The 104 condominium units designated on Exhibits "B" and "C" attached hereto, the boundaries of which shall be the interior surfaces of the perimeter walls, floors and ceilings and the exterior surfaces of Balconies and Residence Units shall include the portions of the Buildings so described and the air space so encompassed, excepting Common Elements. The term Residence Units shall have the same meaning as the term "Apartment" as used in the Texas Condominium Act. Included within the boundaries of each Residence Unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor coverings and carpets); interior walls; and all utility pipes, lines, systems (other than those air handlers and fan coil units that are Common Elements), fixtures or appliances servicing only that Residence Unit (whether or not within the boundaries of that Residence Unit). The boundaries of each Residence Unit shall be the interior surfaces of windows and doors, perimeter window frames and door frames. Interior trim around windows and doors shall be part of each Residence Unit and shall not be Common Elements. Visible and exposed plumbing fixtures, lines and pipes shall be part of the Residence Unit in which they are located and shall not be Common Elements. Unless otherwise provided by law, the phrase "exterior



surfaces of Balconies" as used in this definition shall mean the area enclosed by (i) those horizontal planes being the top of the concrete surface of the Balcony in question and the plane of the ceiling of the Residence Unit of which such Balcony is a part, and by (ii) those vertical planes being the vertical exterior surfaces of the Building and that plane adjacent to the vertical interior edge of the Balcony, all other portions of the Balcony being a Common Element.

(w) Rules and Regulations - The Rules adopted by the Council concerning the management and administration of the Condominium Regime and the use of the Common Elements in order to assure to all Owners the pleasures and benefits of ownership of a Residence Unit and use of the Common Elements. The initial Rules and Regulations shall be promulgated by the Declarant as part of the By-Laws.

(x) Special Assessment - Any assessment over and above the Common Expense Charge deemed by the Board to be necessary for the preservation, management and administration of the Condominium, approved by the Council as hereinafter set forth.

(y) Storage Spaces - Those areas designed for the storage of personal property located in the Garage or on the twentieth (20th) floor of the Building and designated as "Storage Spaces" on Exhibit "C".

(z) Texas Condominium Act - Article 1301a of the Texas Revised Civil Statutes, enacted in 1963, which permits the creation of condominium regimes and provides the basic rules for their operation.

#### Section 1.2 Definitions of Rights and Responsibilities.

(a) Each Owner shall have exclusive ownership of his respective Residence Unit and shall have the common right to share, with all other Owners, in the use of the Common Elements in accordance with the purpose for which they are intended and the provisions hereof, without hindering or encroaching upon the lawful rights of other Owners.

(b) Where the term "Owner" is used in the granting of licenses, easements or rights to use Residence Units, Common Elements or Limited Common Elements, the family of such Owner and each member thereof, such Owner's guests, tenants, servants, employees and invitees shall also be entitled to the rights, easements or licenses so granted.

(c) The existing physical boundaries of each Residence Unit (or Residence Unit reconstructed in accordance with the original plans therefor) shall be conclusively presumed to be its boundaries regardless of settling, rising or lateral movement of the building and regardless of variances between boundaries shown on the plat and those of the building. None of the rights and obligations of the Owners created herein, or by any deed delivered to any Owner, shall be altered in any way by encroachments or the settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

Section 1.3. Parking Spaces and Storage Spaces.

Parking Spaces and Storage Spaces shall be Limited Common Elements for the exclusive use of the Owner of the Residence Unit to which they are assigned of record by the Declarant. Parking Spaces shall be used only for parking of automobiles and shall not be used for general storage purposes or for the parking or storage of recreational vehicles, boats or trailers. Once such Parking Spaces and Storage Spaces have been assigned by the Declarant, such Parking Spaces and Storage Spaces, being Limited Common Elements, shall be perpetually appurtenant to the Residence Unit to which they are assigned, except as provided herein for transfers among Owners. Any conveyance of any Residence Unit shall be deemed to convey also such Parking Spaces and Storage Spaces even though made without specifically or particularly referring to the same. Provided that the relevant Mortgagee consents thereto, an Owner may assign and transfer his exclusive right to use a Parking Space and Storage Spaces which is appurtenant to his Residence Unit but only to either (i) the Council or (ii) another Owner, and such transfer or assignment (from an Owner to the Council or from an Owner to another Owner, as the case may be) may be made for a term or perpetually as such Owners and/or the Council may agree between them. In the event of any such assignment or transfer, the Owner or Owners involved (at their cost) and/or the Council shall cause an appropriate instrument of amendment to this Condominium Declaration to be prepared and executed by such Owners and/or the Council, which instrument shall be joined in by the President of the Council (whether or not the Council is the assignee of such Parking Space or Storage Space) and recorded. Such instrument of amendment shall recite the term of any assignment or transfer between the Owners and/or the Council and shall designate the Parking Spaces or Storage Spaces, the exclusive use of which was assigned or transferred. Notwithstanding the rights of exclusive use herein

created for Parking Spaces or Storage Spaces, the Garage in which such Parking Spaces and Storage Spaces are located shall be and always remain a Common Element. With respect to any such Parking Space or Storage Space so transferred or assigned by any Owner to the Council, the Council shall have the right to assign, use or lease such Parking Spaces or Storage Spaces on such terms and conditions as the Board may, from time to time, determine as set forth in written rules and regulations therefor.

## ARTICLE II

### GENERAL PROVISIONS

#### Section 2.1 Use Restrictions.

(a) All Residence Units shall be used only for single family residential purposes. For the purpose of this provision, a Residence Unit shall be deemed to be used for single family residential purposes when it is used to house persons and their belongings, without regard to whether the persons are owners of the Residence Unit or occupy the Residence Unit pursuant to a rental, leasing or other arrangement. Except for the leasing or rental of any Residence Unit, no Residence Unit shall be used for any commercial, business or professional purpose nor for church purposes. The use of a Residence Unit for the maintenance of a personal or professional library; for the keeping of personal, business or professional records or accounts or for the handling of personal, business or professional telephone calls or correspondence shall not be deemed to be in violation of this provision; but regular consultation with clients at a Residence Unit is prohibited.

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

(c) Notwithstanding any other provisions of this Article, the Declarant may make such temporary use of the Common Elements and Residence Units as is reasonably necessary to facilitate and complete the improvements of the Land, construction of the Building, the operation of Declarant's sales efforts and the showing of the Condominium and any unsold Residence Units therein; the provisions of this Article shall not prohibit the use by the Council of all Common Elements

in any reasonable manner necessary in connection with the operation and maintenance of the Condominium.

Use of Residence Units owned by Owners other than a natural person or persons ("Corporate Owners") for residential purposes other than as the residence of an officer, director, shareholder, partner, trustee, beneficiary or other designated agent, or employee of such Corporation Owner shall be subject to such Rules and Regulations as the Board may, from time to time, promulgate; provided, however, in no event shall any Residence Unit be used for transient or overnight guest quarters or lodgings.

(d) No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Residence Unit shall be used in any Residence Unit unless same are approved by the Board.

(e) Nothing shall be done in or kept in or on any Residence Unit, Balcony, Parking Space or Storage Space or Common Element which will increase the rate of insurance on the Condominium or any other Residence Unit over that applicable to residential buildings, or would result in uninsurability of the Condominium or any part hereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the Condominium or any part thereof. Without limiting the generality of the preceding sentence no open fires or flames shall be permitted on any Balcony or in any Residence Unit. If, by reason of the occupancy or use of any Residence Unit by any Owner, the rate of insurance on all or any portion of the Condominium shall be increased, such Owner shall be personally liable to the Council for such increase caused thereby and such sum shall be payable to the Council at the same time and in the same manner as provided for the payment of Common Expense Charge.

(f) No Owner shall install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air-conditioning units or any other like equipment or wiring in or across any portion of any Common Elements; protruding from any Balcony or through any wall, floor, ceiling, window or door which is a Common Element, except as approved by the Council. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefor installed or used in a Residence Unit shall fully comply with all rules, regulations or



requirements of all state and local public authorities having jurisdiction.

(g) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the occupancy and use of his Residence Unit and with the provisions hereof, and the By-Laws and Rules and Regulations promulgated hereunder.

Section 2.2 Decorations, Maintenance and Repairs of Residence Units. Any Owner may decorate and redecorate his Residence Unit and may make any non-structural improvements or non-structural alterations within his Residence Unit (but not to Common Elements) and shall have the right to paint, repaint, tile, wax, paper, or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Residence Unit. Those portions of a Balcony which are not a part of the Residence Unit to which such Balcony is appurtenant are Common Elements and shall be maintained by the Council. No owner shall have any right to place any sign in or on any Residence Unit or elsewhere on the Condominium without the prior written consent of the Board, and the Board shall have the right to remove any sign so placed without permission.

Each Owner shall, at his own cost and expense, maintain his Residence Unit in good condition and repair. The Council shall maintain all Common Elements, including those serving only a particular Residence Unit (whether or not within the boundaries of such Residence Unit), the cost of which shall be Common Expense (except to the extent that repair to Common Elements serving only a particular Residence Unit is caused by the negligence or misuse of that particular Owner, in which event such Owner shall be liable to the Council for the cost of such repair, which sum shall be due and payable upon presentation to such Owner by the Council of a statement thereof). Without limiting the generality of the foregoing, the Council shall maintain all pre-wired modular-type metering cabinets installed in the Condominium, including the maintenance of replacement parts with respect thereto, it being understood that Houston Lighting & Power Company will not maintain any such spare parts nor perform any repairs on such modular-type metering cabinets and that failure by the Council to timely repair such modular metering cabinets (or maintain an adequate number of spare parts with respect thereto) may result in termination of electrical service to the Condominium (or a particular Residence Unit) until such repairs are completed or such spare parts obtained. The Council shall be entitled to enter into such contracts and agreements concerning the Condominium as a whole, the Common

Elements, or the Building, as the Board deems reasonably necessary or appropriate to maintain and operate the Condominium as a viable residential condominium regime, including, without limitation, the right to grant utility and other easements for the uses the Board shall deem appropriate.

Section 2.3 Balconies. No Owner shall paint, remodel or enclose any Balcony or store or place any objects or things of any description whatsoever on such Balcony nor shall any Owner dry clothing or place other materials on such Balcony without the prior written approval of the Board. An Owner may furnish a Balcony with outdoor furniture, upon prior written approval of the Board, in keeping with the provisions of this Declaration and the Rules and Regulations promulgated hereunder.

Section 2.4 Alterations to Common Elements. No Owner shall do any act or permit any act to be done in, on or to any Residence Unit, Balcony, Parking Space, Storage Space, or Common Element which will impair the structural integrity, weaken the support or otherwise adversely affect the Building or any Common Element.

Decorative wall items such as lights, shelves and art work may be affixed to or installed on the walls of any Residence Unit which are Common Elements without prior approval of the Council provided such affixation or installation is done in a good and workmanlike manner. Except for such affixation or installation of decorative wall items, no Owner shall make any alterations to any of the Common Elements (including walls, windows and doors which are Common Elements) nor install, attach, paste or nail any article thereto without the prior approval of the Council.

Section 2.5 Additional Provisions. The Council, by provisions of its By-Laws or by Rules and Regulations enacted pursuant to the provisions hereof, may provide such additional rules and regulations for use of the Common Elements, Limited Common Elements, the Parking Spaces, the Storage Spaces, and the Residence Units as are necessary or desirable in the judgment of the Council for the operation of the Condominium provided such Rules and Regulations and By-Laws are not in conflict with the provisions of this Declaration of Condominium. Such By-Laws, Rules and Regulations shall be applicable to the Common Elements and the Residential Units as though set forth herein at length.

### ARTICLE III

#### COUNCIL OF CO-OWNERS

Section 3.1 Authority to Manage. The affairs of the Condominium and Condominium Regime shall be administered by The

Oxford Council of Co-Owners, a Texas non-profit corporation. The Council shall have all rights, powers and duties of the "Council of Co-Owners", as that term is used in the Texas Condominium Act. The Council shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration and operation of the Condominium and Condominium Regime as provided herein, in the By-Laws and in the Rules and Regulations. The business and affairs of the Council shall be managed by its Board of Directors. Without limiting the generality of the foregoing, the Council shall be entitled to enter into such contracts and agreements concerning the Condominium as a whole, the Common Elements, or the Building, as the Board deems reasonably necessary or appropriate to maintain and operate the Condominium as a viable residential condominium regime, including, without limitation, the right to grant utility and other easements for the uses the Board shall deem appropriate.

Until the election of the first Board (as provided for hereinbelow) the Declarant shall exercise all of the powers, rights, duties and functions of the Board for the benefit of the Owners. The Declarant may engage itself or any entity, whether or not affiliated with Declarant, as the Managing Agent under a contract terminable by either party upon thirty (30) days prior written notice. Such contract shall provide for payment to the Managing Agent of a management fee no higher than the fees usually paid to managers of similar multi-story residential buildings (whether rental or condominium) in Houston, Texas. After the election of the first Board, and upon the expiration of any such management contract entered into by the Declarant on behalf of the Council, the Board may delegate any of its duties, powers or functions to a Managing Agent selected by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated. Such delegation shall be by written instrument executed by a majority of the members of the Board.

Section 3.2 Membership in the Council. Each Owner (and only an Owner) shall be a member of the Council so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Upon the transfer of ownership of a Residence Unit, however achieved (including, without limitation by foreclosure of a Mortgage or deed in lieu thereof), the new Owner succeeding to such ownership shall likewise succeed to membership in the Council. The Council may issue certificates evidencing membership therein.

Section 3.3 Voting of Members. There shall be one vote in the affairs and management of the Council for each Residence Unit, weighted in proportion to the Percentage Ownership Interest of such Residence Unit in the Common Elements as set forth in Exhibit "D" attached hereto. In the event that ownership interests in a Residence Unit are owned by more than one



member of the Council, the members who own fractional interests in such Residence Unit aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Residence Unit at any meeting of the Council. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of the members; the Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Residence Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

The Declarant may exercise the voting rights with respect to Residence Units owned by it.

#### Section 3.4 Meetings of the Members.

(a) The first meeting of the members of the Council shall be held when called by the initial Board upon ten (10) days written notice to the members. Such written notice may be given at any time but must be given not later than thirty (30) days after at least ninety-five percent (95%) of all of the Residence Units have been sold by the Declarant, a deed therefor recorded and the purchase price paid.

(b) Thereafter, an annual meeting of the members of the Council shall be held in the Building or at such other place as may be designated by the Board at 8:00 o'clock p.m. on the third Thursday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday). At the discretion of the Board, the annual meeting of the members of the Council may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting.

(c) At the annual meeting, the Board shall present a financial accounting of the Common Expense Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Owner and the estimated Common Expense Charges for the coming calendar year. Within thirty (30) days after the

annual meeting, the statements and estimates presented at the annual meeting by the Board shall be delivered to all Owners.

(d) Special meetings of the members may be called by the President or any Vice President at any time or may be called upon petition to the President by members having ten percent (10%) of the votes in the Council or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member not less than ten (10) nor more than fifty (50) days before the date of such meeting.

(e) For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined at the close of business on the twenty-fifth (25th) day preceding such meeting.

Section 3.5 Board of Directors. The Board of Directors shall consist of three (3) persons who are members of the Council, spouses of members, or in the event that a Residence Unit is owned by a corporation or other business entity, an officer or director of such entity who resides in the Residence Unit owned by such entity. The Directors shall be elected by the members at the first meeting of the members and at each annual meeting thereafter. At the initial meeting of the members of the Council, two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. Thereafter, at the annual meeting of the members, the members shall elect either one (1) or two (2) Directors, as the case may be, each to serve for a term of two (2) years, in order to fill the positions of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of Directors present at the meeting at which there is a quorum shall be the act of the Board of Directors. The annual meeting of the Board of Directors shall be held each year immediately following the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board of Directors shall be held at such times and places as the Board of Directors shall determine. Special meetings of the Board of Directors

shall be held at any time upon the call of the President or upon call by two (2) Directors. Notice of such special meeting shall be in writing.

The members of the Board (other than members of the initial Board) shall serve for a term of two (2) years commencing at the time of their election until their death, resignation, removal or until they are no longer members of the Council, whichever is earlier. Any member of the Board may be removed from membership on the Board, with or without cause, by the affirmative vote of two-thirds (2/3rds) of the votes represented at a meeting of the members of the Council called to consider such action.

Section 3.6 Actions without Meetings. Any action required by this Declaration or by law to be taken at a meeting of the members or at a meeting of the Board may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof or signed by all the members of the Board of Directors, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

Section 3.7 Officers. The Officers of the Council shall be elected by the Board of Directors and shall consist of a President, a Vice President, a Secretary and a Treasurer and such other Vice Presidents, Assistant Secretaries and Assistant Treasurers as may be convenient or necessary in the judgment of the Board for the administration and operation of the Condominium. The Officers shall be elected from among the members of the Board of Directors.

Section 3.8 Administration of the Condominium. The Council, acting through its Board of Directors, its officers or other duly authorized management representatives (including, without limitation, a Managing Agent), shall manage the business and affairs of the Condominium and shall, without limitation, have the powers of collection and enforcement set forth herein; for the benefit of all of the Owners in the Condominium shall provide, perform, cause to be performed, maintained, acquired, contracted and paid for out of the Common Expense Fund the following:

(a) Utility services used in or for the Common Elements, water and sewer services used by or consumed by the Residence Units and, if not separately metered or charged, other utility services for the Residence Units. Electricity, telephone and other utility services separately metered or charged shall be paid for by the Owner of the Residence Unit served by such utility services.



(b) The insurance required by Section 5.1 hereof and such other policies of casualty, liability and/or other insurance covering persons, property and risks as are in the best interest of the Condominium.

(c) The services of a Managing Agent and such other persons as the Board shall, from time to time, determine are necessary or proper to the daily management, operation and maintenance of the Condominium.

(d) All supplies, tools and equipment reasonably required for use in the management, operation, maintenance, cleaning and enjoyment of the Condominium.

(e) The cleaning, maintenance, repairing, reconstruction and replacement of the Common Elements as the Board shall determine is necessary.

(f) The services of gardeners, parking attendants, doormen, security guards, valets and such other persons to the extent necessary for the operation of the Condominium in the manner desired by the members of the Council.

(g) The removal of all trash, garbage and rubbish from the central garbage receptacle or receptacles of the Building; including the employment of the services of a garbage collection company or agency, public or private.

(h) Costs of bookkeeping of the accounts of the Council and the annual accounting provided for herein; legal and accounting services and fees of the Council; premiums of fidelity bonds; taxes or assessments of whatever type assessed or imposed against any of the Common Elements.

The Board shall not, without the prior authorization of the members of the Council at a meeting of the members contract for or pay for out of the Common Expense Fund for any one item of capital addition or improvement (other than replacement of existing Common Elements) at a cost in excess of Five Thousand Dollars (\$5,000.00).

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or a convenience of any Owner or Owners or any occupant or occupants of any Residence Unit other than services customarily rendered to all Owners and Occupants of Residence Units. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the administration of the Condominium, payment for which is to be made from the Common Expense Fund.

Section 3.9 Accounting and Audit. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Condominium and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Condominium or the Council. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Council by all Owners at convenient hours on working days and the Board of Directors shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and, upon the affirmative vote of a majority (as determined by the By-Laws) of the members, shall be audited at least once a year by an outside auditor pursuant to the terms and provisions of the By-Laws of the Council. The fiscal year of the Council shall be the calendar year unless another period is established by an amendment of the By-Laws.

Section 3.10 Right of Entry. The Council, or its duly authorized representative (including any then-acting Managing Agent), shall have the right and authority to enter any Residence Unit for the purposes of:

- (a) Making necessary repairs therein.
- (b) Performing necessary maintenance or repairs to the Common Elements, for which the Council is responsible.
- (c) Abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Residence Unit (including, without limitation, removal of objects placed upon or stored on any Balcony without the prior written approval of the Board).
- (d) Protecting the property rights and welfare of other Owners.
- (e) Enforcing the provisions of this Declaration of Condominium, the By-Laws or the Rules and Regulations promulgated thereunder.

Except in the event of an emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Residence Unit which is entered. In all events, such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use or enjoyment of the Residence Unit by the Owner or occupant thereof and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage is



caused to the property of any Owner in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Council and the Board is authorized to expend Common Expense Funds therefor. The rights of entry herein granted to the Council or its duly authorized representative shall be accomplished by and exercised subject to such methods and procedures as are set forth in the Rules and Regulations.

Section 3.11 Notices. Any notice permitted or required to be given to a member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Owner if such facilities are present in the Building. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U. S. Mail postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary.

#### ARTICLE IV

##### COMMON EXPENSE FUND; ASSESSMENTS; COLLECTION

Section 4.1 Common Expense Charges. Except as provided in Section 4.2 hereof, all Owners are bound to contribute, in proportion to their Percentage Ownership Interests, to the Common Expense Fund as a Common Expense Charge, the expenses of administration of the Condominium Regime and the administration, maintenance and repairs of the Common Elements, and other expenses provided by the terms hereof to be paid by the Council or those expenses agreed upon to be assumed by the Council pursuant to this Declaration, its By-Laws and Rules and Regulations. The Common Expense Charge shall be assessed in accordance with the provisions hereinafter stated. No Owner shall be exempt from the obligation to make such contribution to the Common Expense Fund by waiver of the use or enjoyment of the Common Elements, or by abandonment of the Residence Unit belonging to him, or under any other circumstances.

Section 4.2 Payment of Common Expense Charges by Declarant. Recognizing that, to some degree, the cost of administration and maintenance of the Condominium and the Common Elements is related to the use of the Common Elements which is in turn related to the number of Residence Units which are occupied, the Declarant shall pay to the Council, until election of the first Board as provided above, in lieu of any Common Expense Charge or Special Assessment with respect to all Residence Units

which the Declarant continues to own, an amount, if any, by which the "Actual Operating Expense" (as hereinafter defined) incurred for the first fiscal year of the Council (other than the "Excess Utility Costs", as hereinafter defined), exceeds the aggregate of the Common Expense Charges (less any portion thereof that is deposited in the Reserve Fund) payable during such period by other Owners of Residence Units. In the event that the amounts collected as Common Expense Charges from Owners other than the Declarant (less any portion thereof that is deposited in the Reserve Fund) exceed such Actual Operating Expenses for such period, then, within a reasonable time after the expiration of such period, an amount equal to such excess shall be refunded to the Owners who shall have paid such Common Expense Charges, in proportion to their respective contributions. For the purposes of this provision, the term "Actual Operating Expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium and shall not include (i) capital expenditures, (determined in accordance with generally accepted accounting principles); (ii) any amount paid into the Reserve Fund; or (iii) prepaid items, inventory items or similar expenses to the extent attributable to periods after such fiscal year or part thereof. For purposes hereof the phrase "Excess Utility Costs" shall refer to the increased charges made by applicable utility companies supplying utility service to the chillers, water towers, gas-fired boilers, circulating pump and system and other portions of the Common Area in excess of similar charges for such utilities to the extent such excess results from an increase in the utility rates for such utilities over those rates published by the applicable public utility service supplying such utility as of July 1, 1979. After election of the first Board, the Common Expense Charge to be paid by each Owner (including the Declarant) shall be determined as provided in this Article IV. The Declarant, by notice in writing to the Council, may waive the benefits of the first sentence of this Paragraph and in the event of such waiver, shall thereafter be bound to contribute to the Common Expense Fund the Common Expense Charges and Special Assessments in proportion to the Percentage Ownership Interest attributable to the Residence Units owned by the Declarant.

Section 4.3      Budgets, Establishment of Common Expense Charges and Special Assessments. Until the commencement of the first full fiscal year after the first meeting of the members of the Council is held, the Declarant shall have the right and obligation to establish the annual budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium and Condominium Regime. Such budget, and all successive budgets, shall be a reasonable allowance for contingencies and shall establish a reserve fund (the "Reserve Fund") for maintenance, repairs and replacements to Common

Elements, including those that must be replaced on a periodic basis. Such initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Project, if the taxing authorities having jurisdiction thereof have not then separately assessed and valued individual Residence Units. The fiscal year of the Condominium shall be the calendar year, unless the Board otherwise provides.

Commencing with the first full fiscal year after the first meeting of the members of the Council is held, the Board of Directors of the Council shall establish an annual budget in advance for each calendar year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and for a reasonable addition to the Reserve Fund. Such initial budget, and those adopted thereafter, may also provide for ad valorem tax expenses of the Project if the taxing authorities having jurisdiction thereof have not then separately assessed and valued individual Residence Units. The Common Expense Charge for such year shall be established by the adoption of such annual budget by the Board of Directors of the Council. Copies of each such budget shall be delivered to each Owner by such reasonable means as the Board of Directors may provide. In the event that the Board of Directors at any time determines that the Common Expense Charges so levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium for such fiscal year or in the event of casualty losses, condemnation losses or other events (including non-payment of Common Expense Charges by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, the Board of Directors shall have the authority at any time or from time to time to levy such Special Assessment as it shall deem necessary for that purpose. Such Special Assessment shall not be levied, however, without the prior approval of Owners having at least a majority of the votes in the Council, unless a greater number of votes is required by law.

The failure or delay of the Board to prepare any annual budget or to deliver copies of such budgets to each Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay Common Expense Charges whenever the same shall be determined, and in the event of any delay or failure to establish any annual budget each Owner shall continue to pay the Common Expense Charge, monthly, at the rate established for the previous period until a new annual budget is established.

Section 4.4      Payment of Common Expense Charges and Special Assessments. After each such budget is adopted, the Declarant (or the Council, as the case may be) shall determine the Common Expense Charge required for the operation of the



Project and the maintenance of the Common Elements and for the allowance for contingencies and Reserve Fund for the calendar year in questions, and the portion thereof allocable to each Owner. The Common Expense Charge shall be allocated among those Owners obligated by this Declaration to pay same, according to the respective Percentage Ownership Interests of such Owners. Common Expense Charges shall be due and payable monthly in advance on the first day of each calendar month (or such other day as the Board may designate by written notice to all Owners) during the year for which the Common Expense Charge has been assessed. Special Assessments shall be payable on or before ten (10) days after Owners are invoiced therefor. Payment of Common Expense Charges and Special Assessments shall be in default if such Common Expense Charges and Special Assessments, or any part thereof, are not paid to the Council on or before the due date for such payment. Common Expense Charges and Special Assessments in default shall bear interest at a rate of ten percent (10%) per annum from the date of delinquency until paid. In addition to the aforesaid remedy, in the event any such charge is not paid by the 15th day of such month, then, at the Board's election, the Common Expense Charge due from the delinquent Owner for the balance of the year shall be accelerated, shall become at once due and payable, and from the 15th of such month shall bear interest at the rate of ten percent (10%) per annum. The Board shall also have the right, in its discretion, by appropriate resolution of the Board, to establish late fees or delinquency charges to be imposed in addition to the interest to which such delinquent Common Expense Charges and Special Assessments are subject. Each Owner (whether one or more persons) shall be personally liable for the payment of all Common Expense Charges and Special Assessments, interest and late fees (or delinquency charges) which may be levied against such Owner and his Residence Unit pursuant to the provisions hereof.

Section 4.5 Enforcement. In order to secure the payment of the Common Expense Charges and Special Assessments levied hereunder (including interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Residence Unit (the Common Expense Charge allocable to each Residence Unit being a portion of the purchase price therefor) and assigned to the Council, without recourse, which lien shall be enforceable through appropriate judicial proceedings by the Council or any Owner on behalf of the Council or by public sale without judicial proceedings. Each Owner, by accepting conveyance of a Residence Unit, irrevocably grants to the Council a power of sale so that the lien for any unpaid sums required to be paid by this Declaration may be foreclosed at public sale without judicial proceedings in the manner prescribed by law in the State of Texas. The Council may be the bidder at any such foreclosure sale and may have the amount for which the Residence Unit in question is sold credited on the sums

owing to the Council. Said lien and superior title shall be deemed subordinate to a first lien or liens of any bank, insurance company, savings and loan association, university, pension or profit-sharing trust of plan, or other institutional lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvements of any Residence Unit. The collection of such Common Expense Charges and/or Special Assessments may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent assessment, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of such defaulting Owner. Except in the circumstances in which a good faith dispute exists as to the amount of the Common Expense Charges or any Special Assessments for which an Owner is liable, an Owner in default in the payment of the Common Expense Charge or any Special Assessment shall not be entitled to vote at any meeting of the Council so long as such default exists.

Section 4.6 Common Expense Fund. The Common Expense Charges collected shall be paid into the Common Expense Fund to be held and used for the benefit, directly or indirectly, of the Condominium; and such Common Expense Fund may be expended by the Board for the purposes set forth herein, including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Council and Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the Common Elements, and generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium. The use of the Common Expense Fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

## ARTICLE V

### INSURANCE

Section 5.1 General Provisions. The Board shall have authority to and shall obtain insurance for the Condominium as follows:

- (a) Insurance on the Building, including the Residence Units (except as provided in Section 5.2 below) and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by Texas Multi-Peril Form TxMP 130 and any similar

extended coverage policy or endorsement thereto designed for insuring condominium regimes in the State of Texas (with vandalism and malicious mischief endorsements), in amounts sufficient to prevent the Council or the Owners from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than the full insurable replacement cost thereof. The "full insurable replacement cost" of the Building, including the Residence Units and the Common Elements, shall be determined from time to time but not less often than once in a twelve-month period by the Board and the Board shall have the authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such determination. The cost of any and all such appraisals shall be borne by the Common Expense Fund.

(b) Insurance on the Building against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Building, without co-insurance clause, so long as available, in such amount as the Board may deem desirable.

(c) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or any Owner, the family, agent, employee or invitee of any Owner, occurring in, on or about the Common Elements or upon, in or about the private driveways, roadways, walkways and passageways, on or adjoining the Condominium, which public liability and property damage insurance shall afford protection to such limits as the Board shall deem desirable. Such liability and property damage insurance policy shall contain a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not prejudice his, her or their action or actions against another named insured.

(d) Such workman's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance in such amount as the Board may deem desirable.

(f) Fidelity bonds indemnifying the Council, the Board and the Owners from loss of funds resulting from fraudulent or dishonest acts of any employee of the Council or of any other person handling the funds of the Council in such an amount as the Board may deem desirable.

(g) Such other insurance in such reasonable amounts as the Board shall deem desirable.

The premiums for all insurance acquired on behalf of the Council or the Owners pursuant to the provisions hereof shall be borne by the Common Expense Fund.

All insurance provided for in this Section shall be effected under valid and enforceable policies issued by issuers of recognized responsibility authorized to do business in the State of Texas. Policies of insurance of the character described in Subsections (a), (b) and (c) of this Section 5.1 shall name as insureds the Council and each Owner in the Percentage Ownership Interest established in Exhibit "D" to this Declaration; shall contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Residence Unit, if any, as their respective interest may appear; shall be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Residence Unit owned by such Owner and/or the additions and improvements made by such Owner to his respective Unit; shall provide that such policy shall not be terminated for non-payment of premiums or for any other cause without at least thirty (30) days prior written notice to the Council and at least ten (10) days prior written notice to the Mortgagee of each Residence Unit. If possible, all policies of insurance of the character described in Subsection (a) of this Section 5.1 shall contain an endorsement extending coverage to include the payment of Common Expense Charges with respect to Residence Units damaged during the period of reconstruction thereof.

Section 5.2 Individual Insurance. Each Owner shall be responsible for insurance on the contents of his Residence Unit and the furnishings, interior walls, appliances and all parts of the Residence Unit not Common Elements, and personal property therein. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Council for the benefit of all the Owners as above provided. Owners may carry individual policies of liability insurance insuring against the liability of such Owners, at their own cost and expense.

## ARTICLE VI

### FIRE OR CASUALTY; REBUILDING

Section 6.1 Determination of Loss. In the event of a fire or other casualty causing damage or destruction to the Building, the Board shall, within thirty (30) days thereafter,



determine whether such loss comprises the whole or more than two-thirds (2/3rds) of the Building (above the foundation). Unless otherwise provided by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3rds) of the cost of reconstructing the Building as it existed prior to such fire or other casualty. In the event of fire or other casualty damage which does not comprise more than two-thirds (2/3rds) of the Building (above the foundation), unless otherwise unanimously agreed to by the Owners, the Building shall be repaired and reconstructed substantially in accordance with the original plans and specifications for the Building, in accordance with the provisions hereof.

In the event that fire or other casualty damage comprises the whole or more than two-thirds (2/3rds) of the Building (above the foundation), unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Council and all accrued and collected Common Expense Charges (after deducting any unpaid Common Expense Charges for which such Owner may be liable) shall be delivered to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interests of each Owner and the Condominium Regime established by this Declaration of Condominium shall terminate. Upon such termination, the Residence Unit and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all Owners, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the destruction or damage occurs, then the Board shall (or if the Board does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

Section 6.2 Rebuilding. In the event that it is determined that the Building shall be repaired and reconstructed, then all proceeds of insurance policies with respect to such fire or casualty, carried by the Council, shall be paid to a bank



(selected by the Board), as trustee, insured by the Federal Deposit Insurance Company (or its successors) and located in Harris County, Texas, to be held in trust for the benefit of the Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract on behalf of all Owners to repair or rebuild the damaged portions of all Residence Units, the Building and Common Elements in accordance with the original plans and specifications therefor and the funds held in the trust by such depository bank shall be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding.

In the event that such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, the building costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to the Percentage Ownership Interest of each Owner, as set forth in this Declaration. Such Special Assessments shall not require the consent of the members of the Council notwithstanding the provisions of Section 4.3 hereof. If any Owner shall fail to pay such Special Assessments when due, the Board may make up the deficiency by payment from the Common Expense Fund, which payment shall in no way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessments shall be enforceable as provided for other Special Assessments herein. The provisions of this Section may be changed only by unanimous resolution of the Owners and all Mortgagees, adopted subsequent to the date on which such fire or casualty loss occurs.

Section 6.3     Repair of Residence Units. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal property and other property not a Common Element in or part of his Residence Unit, including, but not limited to, the floor coverings, wall coverings, interior walls, furniture, furnishings, decorative light fixtures and appliances located therein.

Section 6.4     Indemnity of Council. Each Owner shall be responsible for the costs not otherwise covered by insurance carried by the Council caused by his negligence or misuse or by the negligence or misuse of his immediate family, and his agents or employees in the course of their duties, and shall, to the extent not covered by insurance collected by the Council, indemnify the Council and all Owners against any such costs of reconstruction, repair and replacement of any portion of the Building.

## ARTICLE VII

### EMINENT DOMAIN

Section 7.1     General Provisions.     If all or any part of the Condominium is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and to all Mortgagees known to the Board to have an interest in any Residence Unit. The expense of participation in such proceedings by the Board shall be borne by the Common Expense Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board, in its discretion, deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as trustee, and such damages or awards shall be applied or pass as provided herein.

Section 7.2     Taking of Common Elements.     In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Residence Unit) the Board, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Ownership Interest in the Common Elements. The Board may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the plat attached hereto as Exhibit "C" shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners.

Section 7.3     Taking of Residence Units.     In the event that such eminent domain proceeding results in the taking of, or damage to one or more, but less than two-thirds of the total number of Residence Units, then the damages and awards for such taking shall be determined for each Residence Unit and the following shall apply:

(a) The Board shall determine which of the Residence Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium and the reduced size of each Residence Unit so damaged.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining Residence Units of the Condominium, including those damaged units which may be made tenantable, as a condominium in the manner provided in this Declaration.

(c) In the event that the Board determines that it is not reasonably practicable to operate the undamaged Residence Units and the damaged Residence Units which can be made tenantable as a condominium, then the Condominium shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all Owners, as tenants-in-common, in the Percentage Ownership Interests previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all Owners, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the taking occurs, then the Board shall (or if the Board does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

(d) In the event that the Board determines that it will be reasonably practical to operate the undamaged Residence Units and the damaged Residence Units which can be made tenantable as a condominium, then the damages and awards made with respect to each Residence Unit which has been determined to be capable of being made tenantable shall be applied to repair and reconstruct such Residence Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be



assessed against the Owners of those Residence Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Residence Units which may not be made tenantable, the award made with respect to such Residence Unit shall be paid to the Owner of such Residence Unit or his Mortgagee or Mortgagees, as their interests may appear, and the remaining portion of such Residence Units, if any, shall become a part of the Common Elements and repair and use of such Residence Units shall be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Residence Unit shall no longer be a part of the Condominium and the Percentage Ownership Interests in the Common Elements appurtenant to each remaining Residence Unit which shall continue as part of the Condominium shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

If the entire Condominium is taken, or two-thirds or more of the Residence Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of the Residence Units, as provided herein, in proportion to their Percentage Ownership Interests in the Common Elements and this Condominium Regime shall terminate upon such payment. Upon such termination, the Residence Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the Percentage Ownership Interest previously owned by each Owner in the Common Elements. In such case, unless otherwise unanimously agreed upon by all Owners, the Board, as soon as reasonably possible and as agent for all Owners, shall sell the Condominium, in its then condition, free from the effect of this Declaration, on terms satisfactory to the Board and the net proceeds of such sale shall thereupon be distributed to the Owners or their Mortgagees, as their interests may appear, in proportion to the Percentage Ownership Interest previously owned by each Owner in the Common Elements. If the Board fails to consummate a sale pursuant to the preceding sentence within twenty-four (24) months after the taking occurs, then the Board shall (or if the Board does not, any Owner or Mortgagee may) record a sworn statement setting forth such facts and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Section 11.2 below has terminated and that judicial partition of the property may be obtained pursuant to the laws of the State of Texas.

Section 7.4      Payment of Awards and Damages.      Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as trustee, shall

be applied first to the payment of any taxes or assessments by governmental authorities owing with respect to that Residence Unit; secondly, to amounts due under any first Mortgage; thirdly, to the payment of any Common Expense Charges or Special Assessments charged to or made against the Residence Unit and unpaid; fourthly, to amounts due under any Mortgage other than a first Mortgage; and finally to the Owner of such Residence Unit.

## ARTICLE VIII

### OBSOLESCENCE

Section 8.1      Determination of Non-Obsolescence and Decision to Renovate. Owners representing an aggregate Percentage Ownership Interest of ninety percent (90%) or more of the Condominium may agree that the Common Elements are not obsolete and that the same can and should be renewed or reconstructed. In such instance, the expenses thereof shall be borne by the Common Expense Fund and a Special Assessment may be assessed therefor; provided, however, that any Owner not agreeing to such renewal or reconstruction may give written notice to the Board within ten (10) days following such decision to renovate that such Owner shall sell his Residence Unit to the Council, for a cash price equal to the fair market value thereof. If such Owner and the Board, acting as agent of and on behalf of the Council, can agree on the fair market value therefor, then such sale shall be consummated within thirty (30) days after Owner and the Board agree upon such value. If such Owner and the Board are unable to agree upon the price thereof, the date when either party notifies the other that either is unable to agree with the other as to such price or terms shall be the "Commencement Date", from which all periods of time mentioned herein shall be measured. Within ten (10) days from the Commencement Date, the Owner and the Board shall designate in writing (and give notice of such designation to the other party) the appraiser selected by each such party who shall be a member of the Houston Board of Realtors and shall have been active in the sale of residential condominium units in the Houston, Harris County, Texas, area for a period of at least five (5) years prior thereto. If either party fails to make such designation within the aforesaid ten (10)-day period, then the appraiser designated by such non-defaulting party shall, within five (5) days after the expiration of such ten (10)-day period, appoint another appraiser, who shall likewise be a member of the Houston Board of Realtors and shall have been active in the sale of residential condominiums for a period of not less than five (5) years prior thereto. If the two appraisers designated by the Owner and the Board (or selected pursuant to the provisions of the preceding sentence) are unable to agree upon the price of such Residence Unit, then they shall appoint a third appraiser.

being subject to the same qualifications as herein set forth for the first two (2) appraisers. If the two (2) appraisers are unable to agree upon a third appraiser within five (5) days from the date that such first two (2) appraisers are appointed (or selected pursuant to the preceding provisions hereof, if one party fails to designate an appraiser), then either Owner or the Board, on behalf of both, may request such appointment of the third appraiser by the Senior Judge of the United State District for the Southern District of Texas, Houston Division. In the event of the failure, refusal or inability of any appraiser so appointed to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing or so unable to act. Each party shall pay the fees and expenses of the original appraiser (and any successor) appointed by such party; the fees and expenses of the third appraiser, and all other expenses, if any, shall be borne equally by the Owner and the Board (which expenses, as aforesaid, shall be part of the Common Expense Fund). A decision joined in by two of the three appraisers shall be the decision of the appraisers. If no two appraisers agree, then the average of the two (2) closest in mathematical determinations shall constitute the decision of the appraisers. After reaching a decision, the appraisers shall give written notice thereof to the Owner and the Board, whereupon the sale of such Residence Unit shall be consummated at such price within fifteen (15) days thereafter.

Section 8.2 Determination of Obsolescence and Decision to Sell. Owners representing an aggregate Percentage Ownership Interest of ninety percent (90%) or more of the Condominium may agree that the Common Elements are obsolete and that the entire Condominium should be sold. In such instance, the Board shall forthwith file and record with the County Clerk of Harris County, Texas, a notice setting forth such fact or facts, and upon the filing of such notice, the entire Condominium shall be sold by the Board as attorney-in-fact, for all Owners, free and clear of the provisions contained in this Declaration and upon such sale the Condominium Regime shall be terminated. The net sales proceeds shall be apportioned between the Owners on the basis of each Owner's Percentage Ownership Interest in the Common Elements, such apportioned proceeds shall be paid into separate accounts, each such account representing one Residence Unit. Each such account shall be in the name of the Council, and shall be further identified by the number of the Residence Unit and the name of the Owner. From each separate account, the Board, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another and such proceeds shall be disbursed first to the payment of any taxes or assessments by governmental authorities owing with respect to that Residence Unit; secondly, to amounts due under any first Mortgage; thirdly, to the payment of any Common



Expense Charges or Special Assessments charged to or made against the Residence Unit and unpaid; fourthly, to any Mortgagee other than a first Mortgage; and finally, to the Owner of such Residence Unit.

## ARTICLE IX

### TRANSFER OF UNIT; RIGHT-OF-FIRST-REFUSAL

Section 9.1 Right-of-First-Refusal. Except as provided below, should the Owner of any Residence Unit be desirous of leasing (which term shall be deemed to include all types of lease, rental or other occupancy agreements) or selling such Residence Unit, the Council is hereby given and granted the right-of-first-refusal to lease or purchase such Residence Unit, as the case may be, on the terms and conditions herein stated, and no Owner of a Residence Unit shall lease or sell the same to any party without first giving the Council notice in writing of such proposed lease or sale as herein provided and giving the Council the opportunity to determine whether it will exercise the right-of-first-refusal to lease or purchase said Residence Unit on the same terms and conditions as those contained in any bona fide offer which the Owner of such Residence Unit may have received for the lease or purchase of his said Residence Unit. Any leasing or sale of a Residence Unit without compliance with the terms hereof shall be void and of no force or effect and shall confer no title or interest in a Residence Unit to the purported purchaser or lessee.

Section 9.2 Notice and Exercise of Option. Whenever the Owner of any Residence Unit has received a bona fide offer to lease or purchase his Unit and is desirous of accepting such bona fide offer, the Owner of such Residence Unit shall give the Board written notice of his desire to accept such offer for the lease or purchase of his Residence Unit, stating the name, address, business, occupation or employment of the offeror, and furnish the Board an executed copy of a bona fide offer for said lease or purchase. If the Council desires to exercise its option to lease or purchase said Residence Unit on the same terms and conditions as are contained in said offer, then the Board shall notify the Owner of said Residence Unit desiring to lease or sell the same of the exercise of its option, such notice to be in writing and delivered by registered or certified mail to said Owner within fourteen (14) days from the date of receipt by the Board of the Owner's notice to said Board as hereinabove required, or written notice may be personally delivered to said Owner within said period. If the Board has elected to lease or purchase said Residence Unit, then, within a reasonable time after the giving of notice to the Owner of such Residence Unit of its election to

lease or purchase said Unit, the Board shall execute a lease or contract to purchase, and shall consummate such contract to purchase on all the same terms and conditions as those contained in said bona fide offer. When any Owner of a Residence Unit has notified the Council as above provided of his desire to lease or sell his Residence Unit, such Owner shall be free to consummate such lease or sale of his Residence Unit unless, within fourteen (14) days after receipt of Owner's notice by the Board, the Board has notified said Owner of its intention to exercise its right-of-first-refusal as set out herein. In the event that the Council elects not to exercise its right-of-first-refusal, the Owner of said Residence Unit shall be free to lease or sell said Residence Unit only to the party and only upon the terms described in the required notice. In the event that the proposed transaction with regard to which the Board has declined to exercise its right-of-first-refusal is not consummated within sixty (60) days of the date of the giving of the required notice, the Owner of such Residence Unit must again give notice to the Council and the Council shall again have a right-of-first-refusal as herein provided. The right-of-first-refusal to lease or purchase herein set forth shall be a continuing right and the non-exercise of the right in any instance shall not be deemed a waiver thereof in any other instance or against any other Owner or lessee.

Section 9.3 Purchase by Nominee of Council. If the Council shall so elect, it may cause its right-of-first-refusal to lease or purchase any Residence Unit to be exercised in its name for itself or for a party approved by the Board, or the Board may elect to cause said Residence Unit to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase in the same manner as would the Board upon its exercise of said right-of-first-refusal to lease or purchase the said Residence Unit.

Section 9.4 Terms of Lease. Notwithstanding that the Board may have declined to exercise its right-of-first-refusal with respect to any leasing of any Residence Unit, no Residence Unit shall be leased unless the terms and provisions of such lease specifically provide that such Residence Unit may not be sublet to or be occupied by persons other than those named in the required notice provided for hereinabove without the prior written approval of the Board being first had and obtained, and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Residence Units and the Common Elements set forth in this Declaration, the By-Laws, Rules and Regulations promulgated hereunder and the laws of the State of Texas now or hereafter established governing the use of such Residence Units and the Common Elements. Should any lessee or occupant not



comply with such lease provision, then the Board shall be given the right to cancel and terminate such lease, without any obligation or liability imposed upon the Owner, and for such purpose, the Board shall be regarded as the Owner's agent fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

Section 9.5 Exceptions to Right-of-First-Refusal.

The right-of-first-refusal herein granted to the Council shall not apply to or be operative with respect to (i) transfers of ownership of any Residence Unit by one spouse to or for the benefit of the other spouse and/or members of the Owner's immediate family (which term includes descendants, parents and siblings of the Owner and the spouses thereof); (ii) by one Owner to another Owner; (iii) in the event of transfers provided for in Sections 9.3 and 11.3 hereof; (iv) any foreclosure or judicial sale of a Residence Unit; (v) the sale or leasing of a Residence Unit by the Council after the Council has acquired such Residence Unit or a leasehold estate therein pursuant to the terms of this Article; (vi) to any conveyance made by the Owner of a Residence Unit to a bona fide Mortgagee in lieu of foreclosure, provided that the title of a purchaser from such Mortgagee or purchaser obtained at any foreclosure or judicial sale shall thereafter be subject to the terms and provisions of this Article with respect to any further lease or sale of any such Residence Unit; (vii) to any lease, rental or occupancy arrangement for any Residence Unit the Owner of which is a corporation, limited partnership, trust or other legal entity other than a natural person or persons for the housing of its officers, directors, partners, trustees, beneficiaries or other designated agent or employee, provided that such entity is engaged in substantial business endeavors other than the renting or leasing of Residence Units in this Condominium; (viii) the creation of a security interest in or Mortgage encumbering a Residence Unit whereby a bank, insurance company, savings and loan association or other similar financial institution becomes the Mortgagee; or (ix) notwithstanding any provision hereof to the contrary, the right-of-first-refusal granted to the Council herein shall not be applicable for the lease, sublease or sale of any Residence Unit to or by Declarant.

Section 9.6. Application of Proceeds of Sale. Upon the sale or conveyance of a Residence Unit by an Owner other than the Declarant, the proceeds of such sale or conveyance shall be applied as follows:

- (a) First, to assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the Residence Unit;
- (b) Secondly, to the Mortgagee holding a first Mortgage of any such Residence Unit;

(c) Thirdly, to the payment of all unpaid Common Expense Charges and Special Assessments against the Residence Unit and the Owner thereof;

(d) Fourthly, to any Mortgagee holding a Mortgage other than a first Mortgage of any such Residence Unit; and

(e) Fifthly, to the Owner of such Residence Unit.

If such unpaid Common Expense Charges or Special Assessments are not paid or collected at the time of sale or conveyance of a Residence Unit, the grantee of such sale or conveyance shall be jointly and severally liable with the selling Owner for all unpaid Common Expense Charges and Special Assessments against the Residence Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Owner the amounts paid by the grantee therefor.

In the event of a foreclosure of a first and prior lien on any Residence Unit, the purchaser at such foreclosure sale and any successor-in-title to such Residence Unit from the purchaser at such foreclosure sale (except the Owner upon whom such lien was foreclosed) shall not be liable for the Common Expense Charges or Special Assessments chargeable to such Residence Unit which became due prior to such foreclosure or any conveyance in lieu thereof.

Section 9.7 Perpetuity Savings Clause. Unless sooner terminated by the termination of this Declaration of Condominium, the terms and provisions of Sections 9.1 through 9.6 hereof, inclusive, shall remain in effect for the period of the lives of the now-living children of Abraham P. Friedman and Melvin A. Dow, both of Harris County, Texas, whichever of said children shall live longer, plus twenty-one (21) years, from and after the date of execution of this Declaration of Condominium.

## ARTICLE X

### AMENDMENT OF DECLARATION, BY-LAWS AND RULES AND REGULATIONS

Section 10.1 Amendment of Declaration. Except as otherwise provided by law, the provisions of this Declaration, except for the designation of the Percentage Ownership Interest which pertains to each Residence Unit, may be amended only by an instrument in writing signed and acknowledged by an aggregate number of members having not less than seventy-five percent (75%) of the total votes of all Residence Units, weighted in accordance

with their Percentage Ownership Interest and entitled to vote on such amendment. Except in the event of redistribution of Percentage Ownership Interests in connection with the occurrence of a fire, casualty or eminent domain taking, in order to amend the allocation of the Percentage Ownership Interests in the Common Elements appertaining to any Residence Unit, it shall be necessary not only that an aggregate number of members having not less than seventy-five percent (75%) of the votes of all Residence Units, weighted in accordance with their Percentage Ownership Interest and entitled to vote on such amendment execute an instrument in writing, but, in addition, the Owners of those Residence Units whose Percentage Ownership Interests are amended by such amendment must join in such amendment.

Section 10.2 Amendment of By-Laws. The By-Laws of the Council, adopted pursuant to the provisions of this Declaration, may be amended from time to time by the affirmative vote of an aggregate number of members having sixty percent (60%) of the votes of all Residence Units, weighted in accordance with their Percentage Ownership Interest and entitled to act on such matters at a meeting of the Council as provided herein.

Section 10.3 Amendments of Rules and Regulations. The Rules and Regulations, originally promulgated by Declarant may be amended from time to time by the Board, as set forth in the By-Laws. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of a Residence Unit, agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time.

## ARTICLE XI

### MISCELLANEOUS

Section 11.1 Estoppel Certificate. Any Mortgagee and any prospective purchaser of a Residence Unit shall be entitled upon written request therefor to a statement from the Board setting forth the amount of any unpaid Common Expense Charges or Special Assessments not paid by the Owner of a Residence Unit in which such prospective purchaser or Mortgagee has an interest. Any prospective purchaser shall not be liable for nor shall the Residence Unit conveyed be subject to the lien provided for in this Declaration of Condominium for any unpaid Common Expense Charges or Special Assessments made by the Board against the particular Residence Unit involved in excess of the amount set forth in such statement. Any such purchaser shall, however, be liable for any Special Assessments or Common Expense Charges becoming due after the date of any such statement.



Section 11.2 No Partition. The Common Elements shall remain undivided and shall not be subject to an action for partition or division of the co-ownership thereof so long as the Condominium is maintained as a Condominium Regime, in accordance with the provisions hereof, and, in any event, all Mortgages secured by an interest in the Common Elements must be paid in full prior to bringing any action for partition or the consent of all holders of such Mortgages must be obtained; provided, however, that if any Residence Unit shall be owned by two (2) or more Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition of such Residence Unit as between such co-tenants.

Section 11.3 Alteration of Boundaries of Residence Units. If one person, firm or entity (including Declarant) is the Owner of all or part of two (2) Residence Units which are adjoining, whether adjoining vertically (above and below each other) or horizontally (on the same floor of the Building) or if two (2) Owners of adjoining Residence Units so agree, then such Owner or Owners shall have the right to remove all or any part of any intervening partition or floor or to create doorways or other openings in such partition or floor, notwithstanding the fact that such partition or floor may in whole or in part be a Common Element, so long as no portion of any load bearing wall or load bearing column or structural slab is weakened or removed and no portion of any Common Element other than that partition or floor is damaged, destroyed or endangered. In any of such events, the Owner or Owners involved may relocate the boundaries between adjoining Residence Units by causing an appropriate instrument of amendment to this Condominium Declaration to be prepared and executed by such Owners, which instrument, in order to be binding, shall be joined in by the President of the Council and filed for record in the office of the County Clerk of Harris County, Texas. The instrument of amendment (i) shall show the boundaries between those Residence Units which are being relocated, (ii) shall recite the occurrence of any conveyancing between the Owners of such adjacent Residence Units, and (iii) shall specify any reasonable reallocation as agreed upon between the Owners of the Residence Units involved of the aggregate Percentage Ownership Interests in the Common Elements pertaining to those Residence Units. Such plats and floor plans as may be necessary to show the altered boundaries between the Residence Units involved shall be certified as to their accuracy by a registered architect or engineer.

At any time prior to election of the first Board, the Declarant shall have the right, at its option and sole cost and expense, without the consent of other Owners or the representative or representatives of any Mortgagee, to (i) make alterations, additions or improvements in, to and upon Residence Units owned by the Declarant (hereinafter called "Declarant-Owned



Units" or "Declarant-Owned Residence Units"), whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Declarant-Owned Unit; (iii) change the size and/or number of Declarant-Owned Units (including those resulting from such subdivision or otherwise) into one or more Residence Units, combining separate Declarant-Owned Units (including those resulting from such subdivision or otherwise) into one or more Residence Units, altering the boundary walls between any Declarant-Owned Units, or otherwise; and (iv) reapportion among the Declarant-Owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements; provided, however, that the Percentage Ownership Interest in the Common Elements of any Residence Unit (other than Declarant-Owned Units) shall not be changed by reason thereof unless the Owners and Mortgagees, if any, of such Residence Units shall consent thereto and, provided further, that the Declarant shall comply with all laws applicable thereto and shall agree to hold all other Owners harmless from any liability arising therefrom. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Declarant. The Declarant shall also have the authority, at its sole option, cost and expense, to make improvements to the Common Elements without the prior consent of the Board, other Owners or the representative or representatives of holders of any Mortgage. No Owner shall ever be assessed for any such changes or improvements done by the Declarant pursuant to this provision. In the event of any such alteration, combination or improvement, the Declarant, at its sole cost and expense, shall file any amendment to this Declaration necessary to reflect such change or improvement.

Section 11.4 Correction of Errors. Declarant reserves, and shall have the continuing right until election of the first Board, without the consent of other Owners or the representatives of any Mortgagee, to amend this Declaration or the By-Laws for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, provided that no such Amendment shall change the stated numbers of Residence Units nor the Percentage Ownership Interest in the Common Elements attributable thereto (except as set forth in Section 11.3).

Section 11.5 Enforcement. The Board or any Owner shall have the right to enforce, by any proceedings at law or in equity, all terms and provisions hereof. Failure by the Board or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

Section 11.6 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 11.7 Exhibits. Exhibits "A" thorough and including "D" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

Section 11.8 Mortgagee Matters. Any Mortgagee, upon reasonable notice, shall be entitled to examine the books and records of the Council. Further, each Mortgagee shall be entitled, with respect to any Residence Unit as to which it has a Mortgage, to written notification from the Council of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Council, or the By-Laws, and the Council shall furnish such notice to such Mortgagee concurrently with the furnishing thereof to any such defaulting Owner, provided the Council has been requested in writing by such Mortgagee to do so and has been furnished the name and mailing address of such Mortgagee.

Section 11.9 Limitation on Contract Term. Any contract made by the Council for professional management, or providing for services by the Declarant, shall be terminable on thirty (30) days written notice and shall have a maximum term of no more than three (3) years.

Section 11.10 Easements. Prior to the election of the first Board, the Declarant shall have the right to grant to utility companies and other similar entities, such easements, rights-of-way, and other rights as may be reasonably necessary to service the Condominium and establish, operate or maintain the same as a viable condominium project, without the consent or joinder of other Owners or the representatives of any Mortgagee.

Section 11.11 Declarant's Right to Lease or Rent Residence Units. Declarant shall have the right to rent or lease Residence Units owned by Declarant to such parties and upon such terms and conditions as Declarant may elect. All tenants or lessees of Declarant shall have access to the Condominium and the Common Elements in the same manner as Owners, and shall be bound hereby and by the Rules and Regulations.

Section 11.12 Covenant Running With Land. Subject to change pursuant to Section 10.1 hereof, the terms and provisions hereof shall be deemed to be covenants running with the Land and shall be binding upon the Declarant, all Owners, Mortgagees and their respective heirs, legal representatives, successors and assigns.

Section 11.13 Resolution of Disputes. In addition to the Board's other powers conferred by law or hereunder, the Board shall be empowered to create reasonable procedures for resolving disputes between Owners and other Owners, the Board, or the Council, including appointment of committees to consider and recommend resolutions of any such disputes.

IN WITNESS WHEREOF, Declarant has executed this instrument this 30~~th~~ day of April, 1981.

RMH/OXFORD JOINT VENTURE, a Joint Venture, acting herein by its undersigned Venturers:

Iakim Oxford International Development Corporation N.V., d/b/a Oxford International Development Corporation, a Netherlands Antilles corporation, Venturer

By Markus Mizne  
Markus Mizne, Managing Director

GALLERIA CONDOMINIUM I, LTD.,  
a Texas limited partnership

Randolph M. Henry  
Randolph M. Henry, General Partner


Bruce M. Cameron, Jr.  
Bruce M. Cameron, Jr.,  
General Partner

400018-C

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Markus Mizne, Managing Director of Iskim Oxford International Development Corporation N.V., d/b/a Oxford International Development Corporation, a Netherland Antilles corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, said corporation being a venturer in RMH/OXFORD JOINT VENTURE, for the purposes and consideration therein expressed, and in the capacity therein stated, and that he was authorized to do so.


GIVEN under my hand and seal of office, this the 30<sup>th</sup> day of April, 1981.

  
Patricia C. Fruge  
Patricia C. Fruge  
Notary Public in and for  
Harris County, Texas  
My Commission expires 3-31-84.

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RANDOLPH M. HENRY, a general partner of Galleria Condominium I, Ltd., a Texas limited partnership which limited partnership is a Venturer of RMH/OXFORD Joint Venture, a Joint Venture, known to me 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 therein stated and as the act and deed of said limited partnership as a Venturer in said Joint Venture.

GIVEN under my hand and seal of office, this 30<sup>th</sup> day of April, 1981.

  
Patricia C. Fruge  
Patricia C. Fruge  
Notary Public in and for  
Harris County, Texas  
My Commission expires 3-31-84.



STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE M. CAMERON, JR., a general partner of Galleria Condominium I, Ltd., a Texas limited partnership which limited partnership is a Venturer of RIM/OXFORD Joint Venture, a Joint Venture, known to me 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 therein stated and as the act and deed of said limited partnership as a Venturer in said Joint Venture.

GIVEN under my hand and seal of office, this 30<sup>th</sup> day of April, 1981.



Patricia C. Exum  
Patricia C. Exum  
Notary Public in and for  
Harris County, Texas  
My Commission expires 3-31-84.

400018-C

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A TRACT OR PARCEL OF LAND CONTAINING 1.4466 ACRES SITUATED IN THE WILLIAM WHITE 1/3 LEAGUE, ABSTRACT NO. 836, HARRIS COUNTY, TEXAS AND BEING A PART OF A 17.5882 ACRE TRACT CONVEYED FROM ROBERT C. LANIER AND BLAND MC REYNOLDS TO GERALD D. HINES, AND RECORDED IN THE COUNTY CLERK'S FILE NO. F 054272, UNDER FILM CODE NO. 159-12-2249 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, SAID 1.4466 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at the Northwest corner of a 2.000 acre tract as described in a deed to Gilbert H. Arnold et al, and recorded in Volume 3547, Page 652 of the Deed Records of Harris County, Texas, said point being at the East right-of-way of Sage Road (45.00 feet wide), and is the Southwest corner of the 17.5882 acre tract;

THENCE, S 89° 45' 00" E, along the south line of the 17.5882 acre tract, for a distance of 300.00 feet to a point for corner, same point being the southwest corner of a called 1.8147 acre tract;

THENCE, along the west line of said 1.8147 acre tract, N 00° 03' 00" W, a distance of 60.00 feet to a point on the north right-of-way line of Hidalgo Street, same being the POINT OF BEGINNING of the herein described tract;

THENCE, N 00° 03' 00" W, along a line parallel to the said East line of Sage Road, a distance of 206.84 feet to a point for corner;

THENCE, S 89° 45' 00" E, along a line parallel to the South line of said 17.5882 acre tract, for a distance of 296.95 feet to a point at the intersection of this line with the West line of a 6.1771 acre tract described in an agreement between Connecticut General Life Insurance Company and O. R. Winter, and recorded in Volume 4257, Page 103 of the said Deed Records;

THENCE, S 00° 15' 00" W, along said West line, a distance of 180.31 feet pass a Southwesterly corner of the 6.1771 acre tract for a total distance of 216.65 feet to a point for corner in the north right-of-way line of Hidalgo Street;

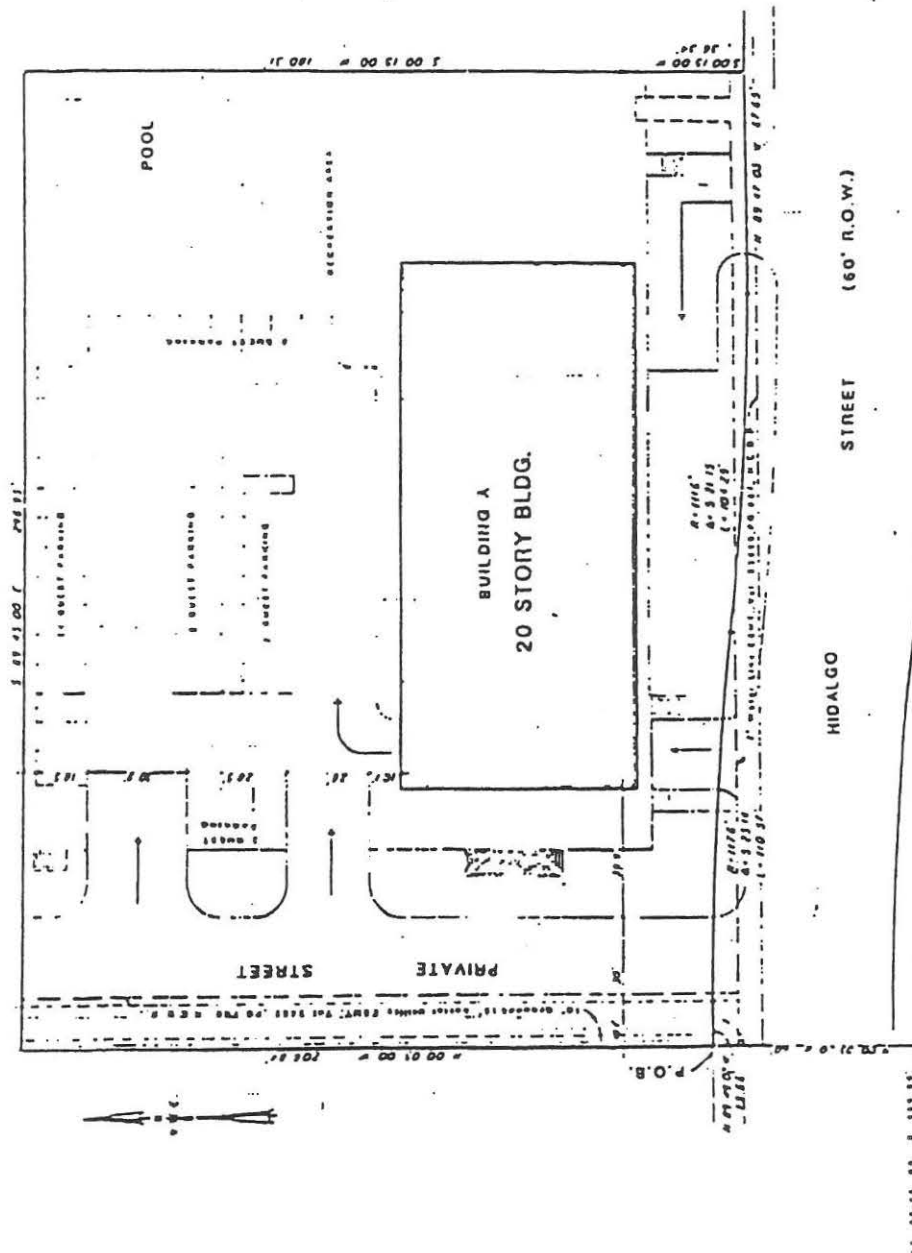
THENCE, along the said North right-of-way line of Hidalgo Street N 89° 47' 03" W, a distance of 67.65 feet to a point, same being the beginning of a curve to the right;

THENCE, continuing along the said right-of-way line, a distance of 104.29 feet along the arc of said curve to the right, having a radius of 1176 feet, and a central angle of 05° 21' 15" to a point, same being the beginning of a curve to the left;

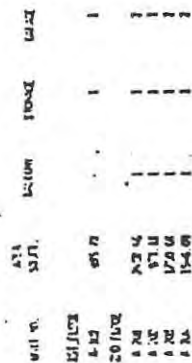
THENCE, continuing along said right-of-way line 110.57 feet along the arc of a said curve to the left, having a radius of 1176 feet, and a central angle of 05° 23' 14" to a point;

THENCE, continuing along said right-of-way line N 89° 49' 02" W, a distance of 13.66 feet to the POINT OF BEGINNING and containing 1.4466 acres (63,016 square feet) of land, more or less.

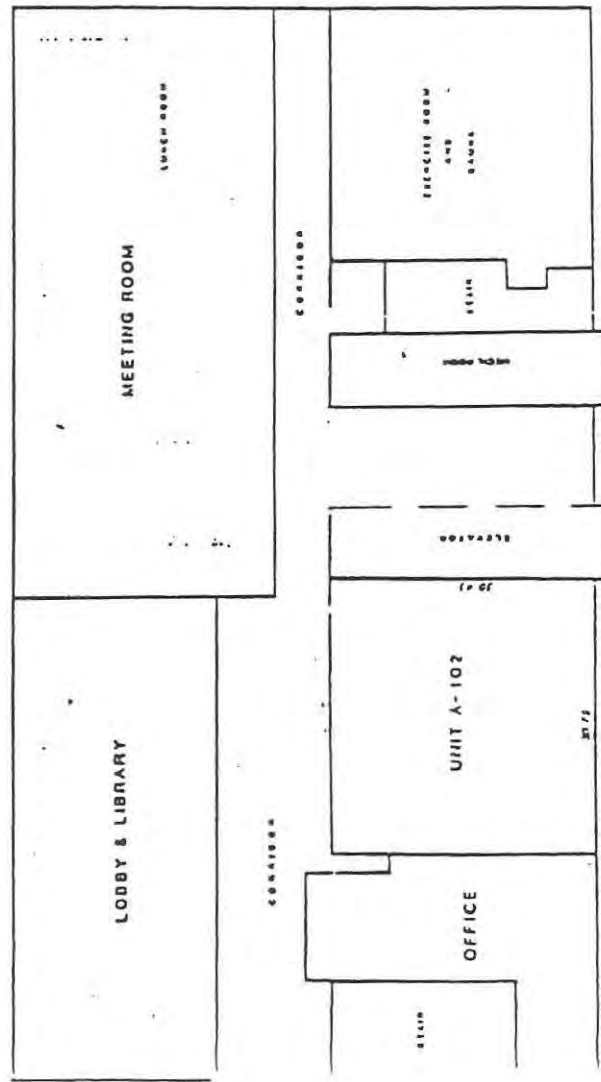
EXHIBIT 'B'



INTERIOR INTERIOR, COMPANY  
 BUILDING, EXHIBIT  
 THE OXFORD TOWER  
 SITE PLAN  
 THE OXFORD TOWER

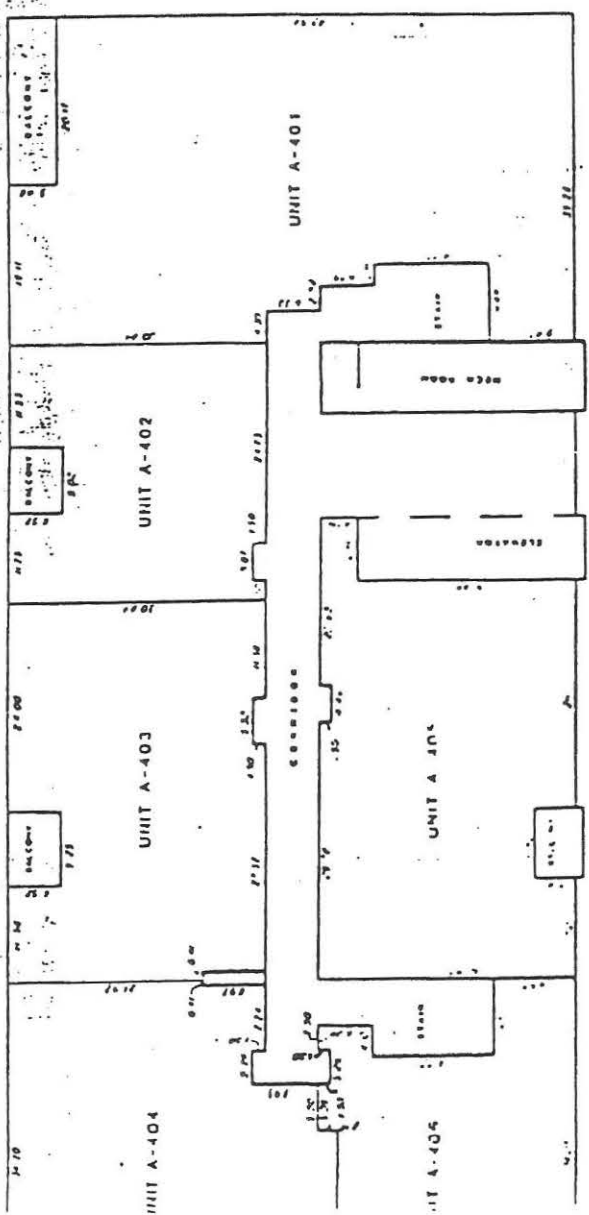


**BUILDING A**

BUILDING A  
THIRTEEN FLOOR

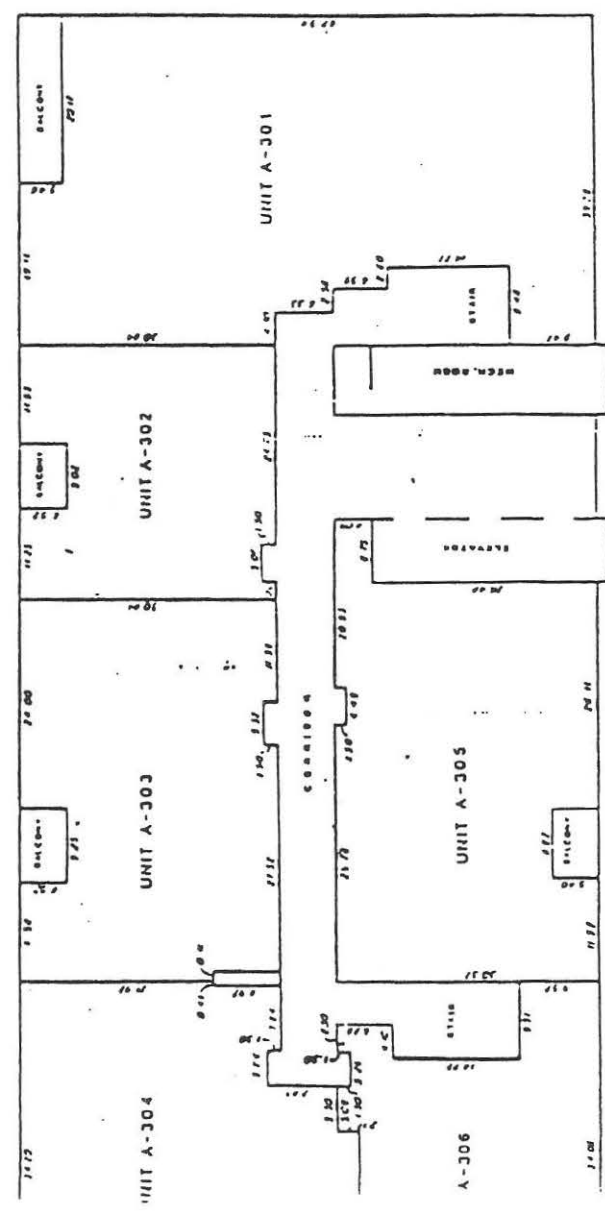
L L L L L  
 INTERNATIONAL TELEGRAPHIC CORPORATION  
 100 N. ZEEB RD.  
 NEW YORK, N. Y. 10019  
 TEL. 212-675-1000  
 THE OXFORD-OWEN



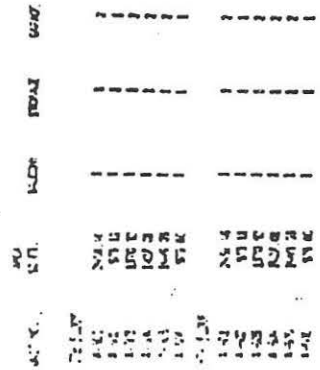
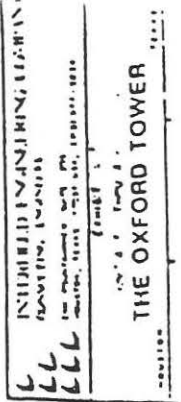


BUILDING A 4th FLOOR

UNIT	NO.	DATE	UNIT
401	10/1/80	10/1/80	401
402	10/1/80	10/1/80	402
403	10/1/80	10/1/80	403
404	10/1/80	10/1/80	404
405	10/1/80	10/1/80	405
406	10/1/80	10/1/80	406



BUILDING A 3rd FLOOR

[illegible]

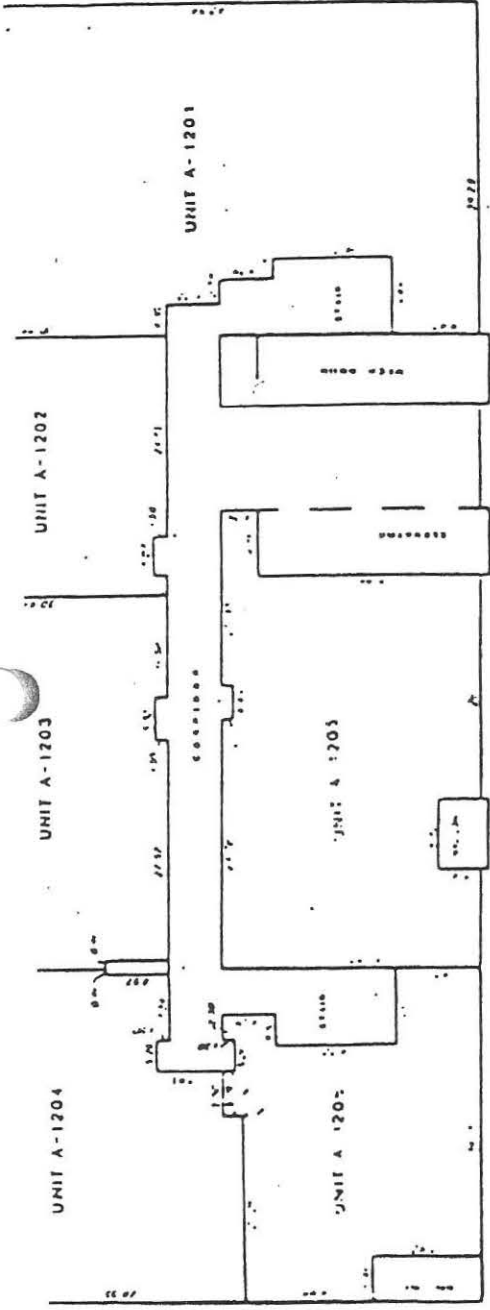
BUILDING A 5th FLOOR



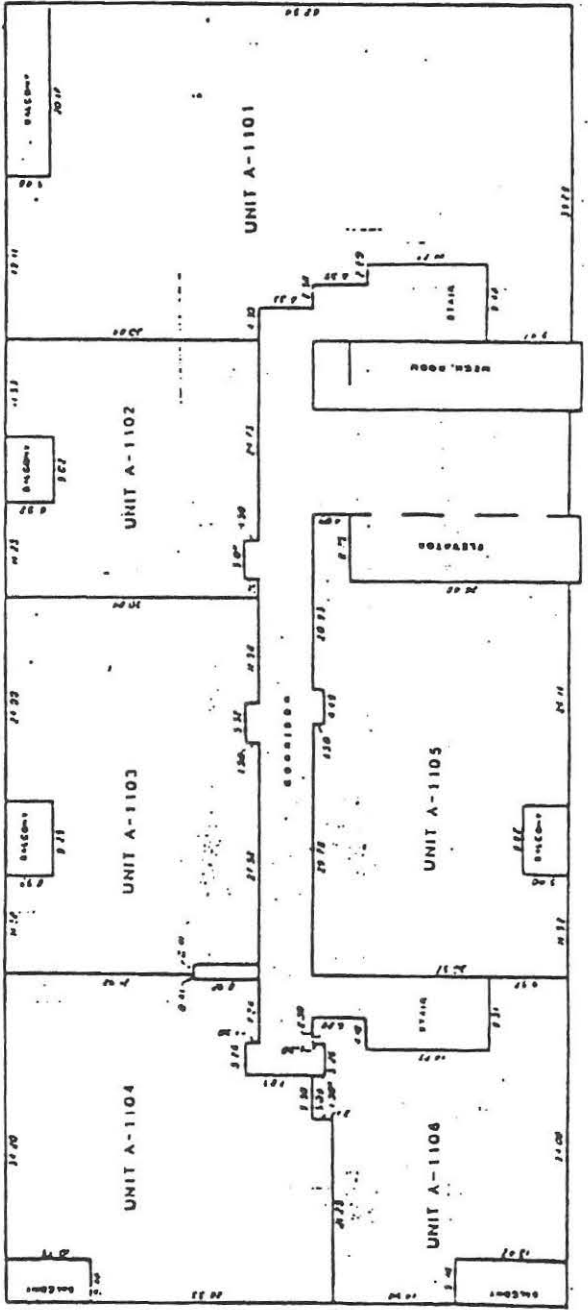




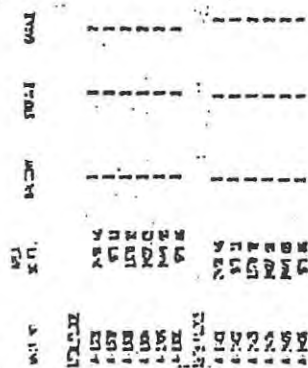
UNIT A-1204  
 UNIT A-1203  
 UNIT A-1202  
 UNIT A-1201  
 UNIT A-1205  
 UNIT A-1206  
 UNIT A-1104  
 UNIT A-1103  
 UNIT A-1102  
 UNIT A-1101  
 UNIT A-1105  
 UNIT A-1106



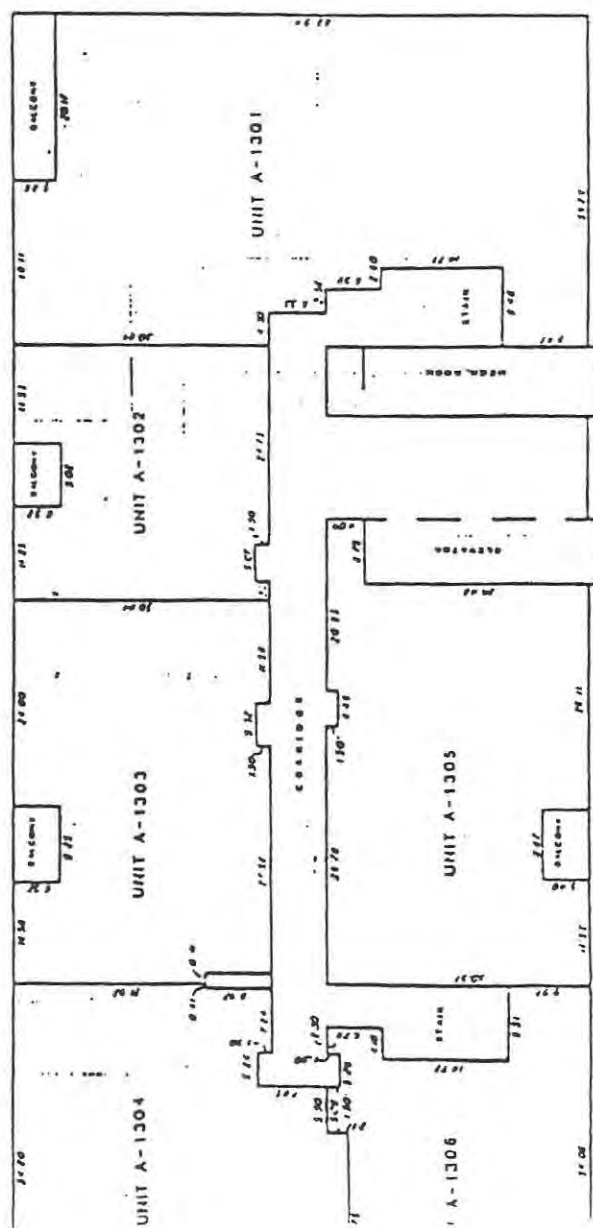
BUILDING A 12th FLOOR



BUILDING A 11th FLOOR

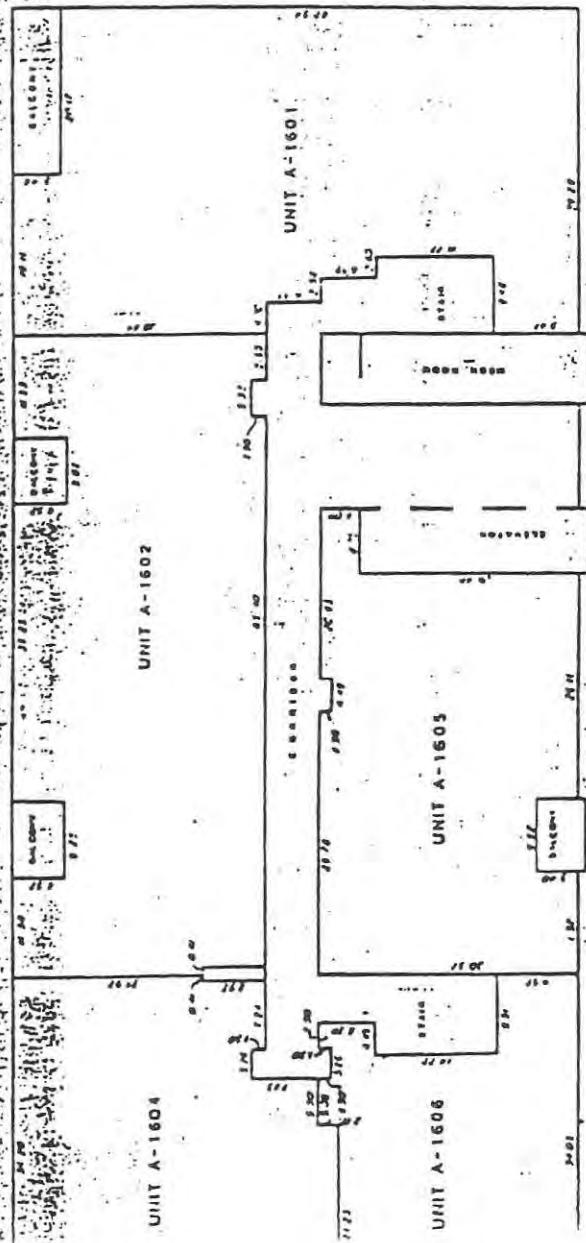


BUILDING A 14th FLOOR

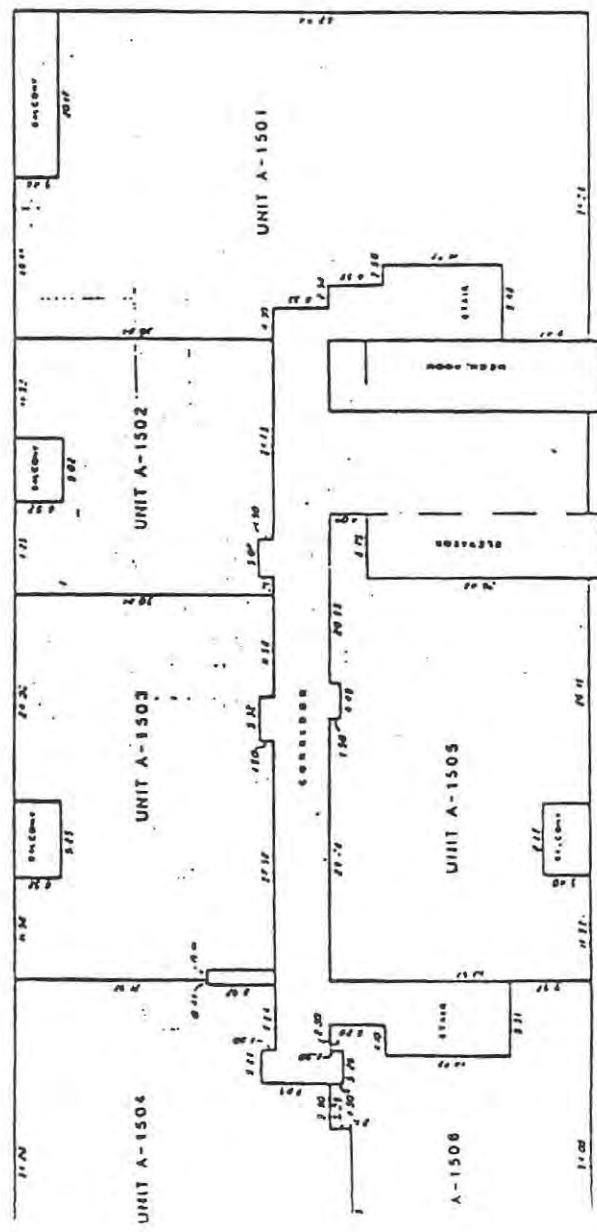


BUILDING A 13th FLOOR

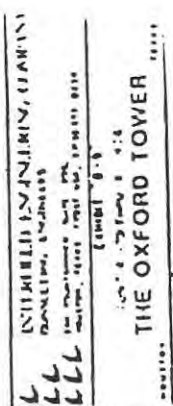
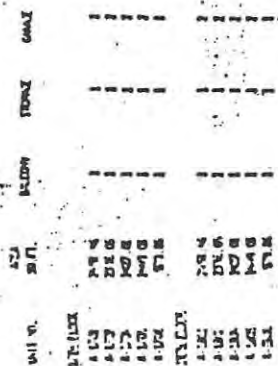
[illegible]



UNIT NO.	APR. 11	APR. 12	APR. 13
1601	11'0"	11'0"	11'0"
1602	11'0"	11'0"	11'0"
1603	11'0"	11'0"	11'0"
1604	11'0"	11'0"	11'0"
1605	11'0"	11'0"	11'0"
1606	11'0"	11'0"	11'0"



INTERIOR EXAMINER: (NAME)  
 DATE: 11/11/11  
 TIME: 11:11 AM  
 BY: 1111





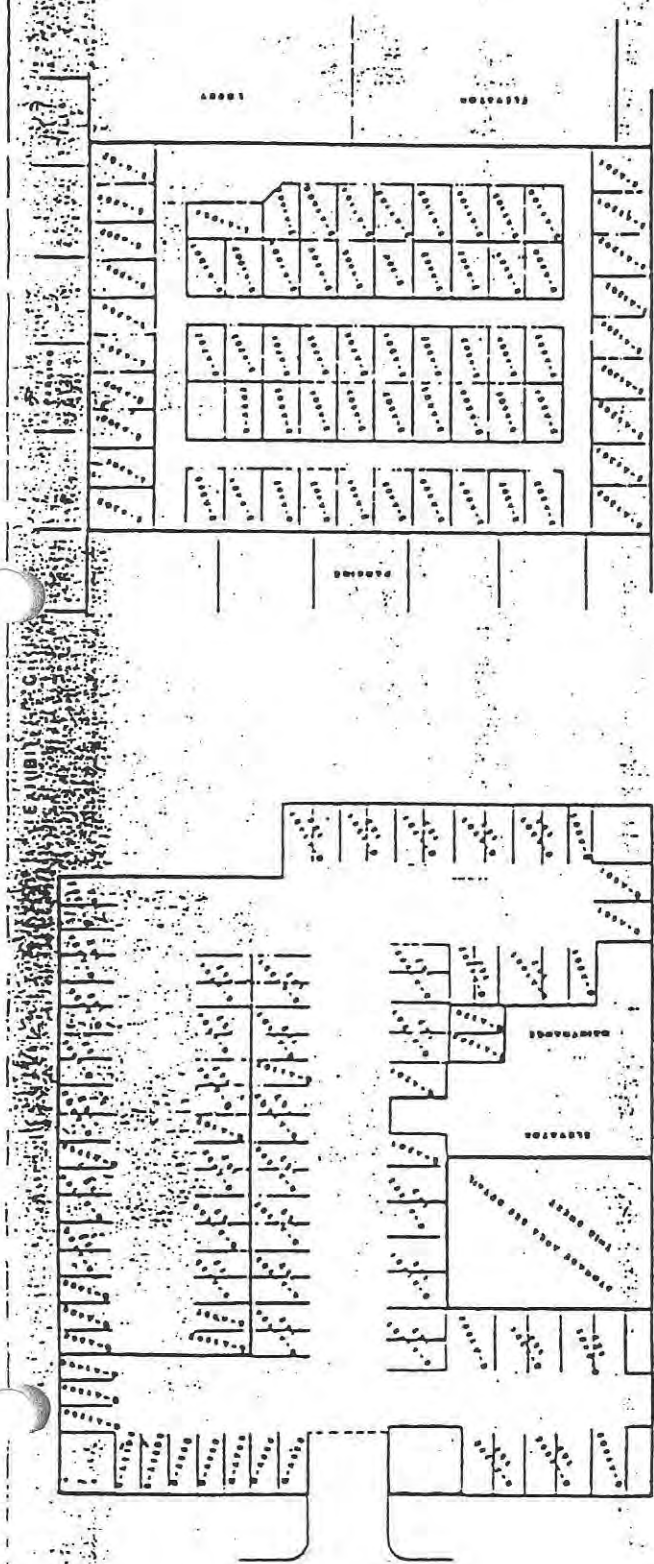


The floor plan shows the second floor layout with the following details:

- UNIT A-1901:** Located at the top right, with a balcony and a stair area.
- UNIT A-1902:** Located below Unit A-1901, with a balcony.
- UNIT A-1903:** Located to the left of Unit A-1902, with a balcony.
- UNIT A-1904:** Located at the bottom left, with a balcony.
- UNIT A-1905:** Located to the right of Unit A-1903, with a balcony and a stair area.
- UNIT A-1906:** Located at the bottom right, with a stair area.
- Central Corridor:** Labeled "CORRIDOR" in the center, providing access to all units.
- Dimensions:** Various measurements are provided for unit areas (e.g., 11' 00" x 11' 00", 11' 00" x 11' 00") and corridor segments.
- Other Labels:** "BALCONY" and "STAIR" are used to identify specific functional areas within the units.

1914 FLOON

[illegible]

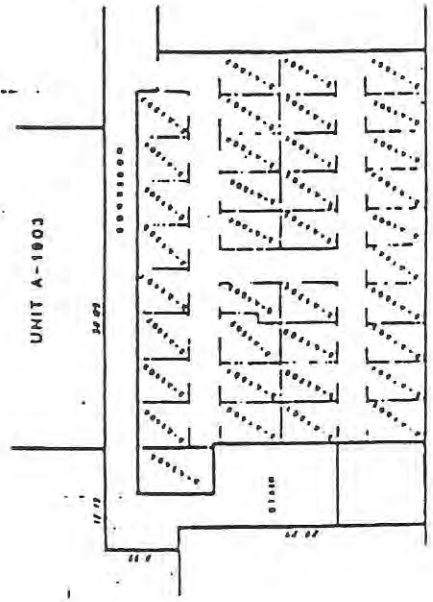
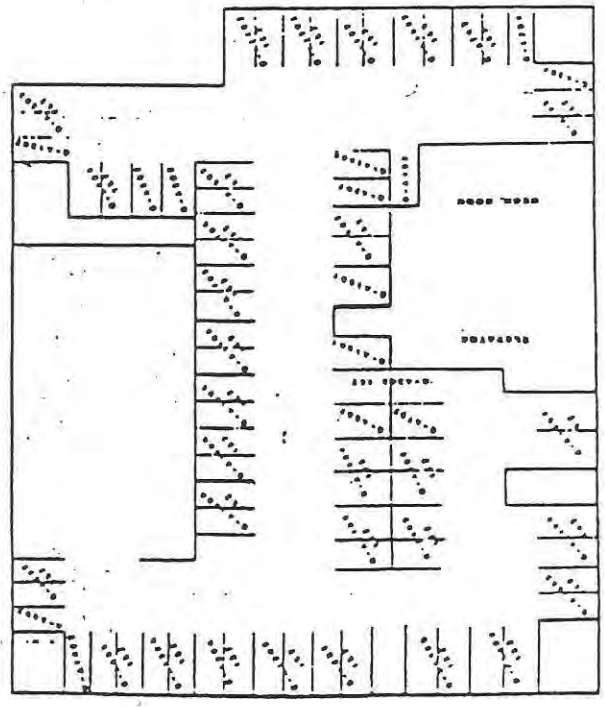


LEVEL B PARKING

SCALE: 1/8" = 1'-0"

STORAGE AREA DETAIL

SCALE: 1/8" = 1'-0"



20th FLOOR STORAGE AREA

SCALE: 1/8" = 1'-0"

INTERNATIONAL ENGINEERING COMPANY  
 1000 15th St. N.W.  
 Washington, D.C. 20004  
 (202) 462-1000

## EXHIBIT "D"

UNIT NO.	AREA SQ.FT.	% OWNERSHIP COMMON ELEMENT	BALCONY	STORAGE	GARAGE
<u>1ST FLOOR</u>					
A-102	935.72	0.58704	-	1	1
<u>2ND FLOOR</u>					
A-201	2458.46	1.54242	1	1	2
A-202	973.11	0.61052	1	1	1
A-203	1370.92	1.09837	1	1	2
A-204	1546.09	0.97001	1	1	2
<u>3RD FLOOR</u>					
A-301	2458.46	1.54242	1	1	2
A-302	973.11	0.61052	1	1	1
A-303	1370.92	0.86011	1	1	2
A-304	1427.01	0.89530	1	1	2
A-305	1449.03	0.90911	1	1	2
A-306	979.86	0.61476	1	1	1
<u>4TH FLOOR</u>					
A-401	2458.46	1.54242	1	1	2
A-402	973.11	0.61052	1	1	1
A-403	1370.92	0.86011	1	1	2
A-404	1427.01	0.89530	1	1	2
A-405	1449.03	0.90911	1	1	2
A-406	979.86	0.61476	1	1	1
<u>5TH FLOOR</u>					
A-501	2458.46	1.54242	1	1	2
A-502	973.11	0.61052	1	1	1
A-503	1370.92	0.86011	1	1	2
A-504	1427.01	0.89530	1	1	2
A-505	1449.03	0.90911	1	1	2
A-506	979.86	0.61476	1	1	1
<u>6TH FLOOR</u>					
A-601	2458.46	1.54242	1	1	2
A-602	973.11	0.61052	1	1	1
A-603	1370.92	0.86011	1	1	2
A-604	1427.01	0.89530	1	1	2
A-605	1449.03	0.90911	1	1	2
A-606	979.86	0.61476	1	1	1
<u>7TH FLOOR</u>					
A-701	2458.46	1.54242	1	1	2
A-702	973.11	0.61052	1	1	1
A-703	1370.92	0.86011	1	1	2
A-704	1427.01	0.89530	1	1	2
A-705	1449.03	0.90911	1	1	2
A-706	979.86	0.61476	1	1	1

8TH FLOOR

A-801	2458.46	1.54242	1	1	2
A-802	973.11	0.61052	1	1	1
A-803	1370.92	0.86011	1	1	2
A-804	1427.01	0.89530	1	1	2
A-805	1449.03	0.90911	1	1	2
A-806	979.86	0.61476	1	1	1

9TH FLOOR

A-901	2458.46	1.54242	1	1	2
A-902	973.11	0.61052	1	1	1
A-903	1370.92	0.86011	1	1	2
A-904	1427.01	0.89530	1	1	2
A-905	1449.03	0.90911	1	1	2
A-906	979.86	0.61476	1	1	1

10TH FLOOR

A-1001	2458.46	1.54242	1	1	2
A-1002	973.11	0.61052	1	1	1
A-1003	1370.92	0.86011	1	1	2
A-1004	1427.01	0.89530	1	1	2
A-1005	1449.03	0.90911	1	1	2
A-1006	979.86	0.61476	1	1	1

11TH FLOOR

A-1101	2458.46	1.54242	1	1	2
A-1102	973.11	0.61052	1	1	1
A-1103	1370.92	0.86011	1	1	2
A-1104	1427.01	0.89530	1	1	2
A-1105	1449.03	0.90911	1	1	2
A-1106	979.86	0.61476	1	1	1

12TH FLOOR

A-1201	2458.46	1.54242	1	1	3
A-1202	973.11	0.61052	1	1	1
A-1203	1370.92	0.86011	1	1	2
A-1204	1427.01	0.89530	1	1	2
A-1205	1449.03	0.90911	1	1	2
A-1206	979.86	0.61476	1	1	1

13TH FLOOR

A-1301	2458.46	1.54242	1	1	2
A-1302	973.11	0.61052	1	1	1
A-1303	1370.92	0.86011	1	1	2
A-1304	1427.01	0.89530	1	1	2
A-1305	1449.03	0.90911	1	1	2
A-1306	979.86	0.61476	1	1	1



1TH FLOOR

1401	2458.46	1.54242	1	1	2
1402	973.11	0.61052	1	1	1
1403	1370.92	0.86011	1	1	2
1404	1427.01	0.89530	1	1	2
1405	1449.03	0.90911	1	1	2
1406	979.86	0.61476	1	1	1

TH FLOOR

1501	2458.46	1.54242	1	1	2
1502	973.11	0.61052	1	1	1
1503	1370.92	0.86011	1	1	2
1504	1427.01	0.89530	1	1	2
1505	1449.03	0.90911	1	1	2
1506	979.86	0.61476	1	1	1

TH FLOOR

1601	2458.46	1.54242	1	1	2
1602	2336.05	1.46562	1	1	2
1604	1427.01	0.89530	1	1	2
1605	1449.03	0.90911	1	1	2
1606	979.86	0.61476	1	1	1

H FLOOR

1701	2458.46	1.54242	1	1	2
1702	2336.05	1.46562	1	1	2
1704	1427.01	0.89530	1	1	2
1705	1449.03	0.90911	1	1	2
1706	979.86	0.61476	1	1	1

H FLOOR

1801	2458.46	1.54242	1	1	2
1802	2336.05	1.46562	1	1	2
1804	1427.01	0.89530	1	1	2
1805	1449.03	0.90911	1	1	2
1806	979.86	0.61476	1	1	1

1 & 20THFLOOR

901	2458.46	1.54242	1	1	2
902	2332.47	1.46338	2	1	2
903	2339.53	1.46788	2	1	2
904	2836.82	1.77980	2	1	2
905	1449.03	0.90911	1	1	2
906	1798.79	1.12856	2	1	2

TOTAL	159,389.56	100.00000			
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CONSENT OF MORTGAGE

The undersigned, CITICORP REAL ESTATE, INC., being the owner and holder of an existing mortgage and lien upon and against the real property (the "Property") described in the attached and foregoing Declaration of Condominium of The Oxford, as such mortgagee and lienholder, does hereby consent to said Declaration of Condominium and the exhibits attached thereto and to the recording of same for submission of the Property to the provisions and condominium regime of Article 1301(a) of the Texas Revised Civil Statutes.

The undersigned hereby subordinates its mortgage lien and security interests and any and all other liens owned or held by it (in and to the Property and the condominium regime to be created) to the terms and provisions of said Declaration of Condominium for The Oxford and to the condominium regime created thereby all with the same effect and intent as if said Declaration had been executed and recorded prior to the execution and recordation of the mortgage and other instruments creating said liens and security interests.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the units and all appurtenances thereto, and all of the undivided interests in the common areas, subject to the provisions of said Declaration of Condominium.

EXECUTED this the 27th day of April, 1981.

CITICORP REAL ESTATE, INC.,  
a Delaware corporation

By: [Signature]  
Name: BLAINE W. NICHOLS  
Title: Vice President

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared BLAINE W. NICHOLS, Vice President of CITICORP REAL ESTATE, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under by hand and seal of office, this the 27th day of April, 1981.



[Signature]  
Notary Public in and for  
Harris County, Texas

My Commission Expires:

TERESA K. FRANK  
Notary Public in Harris County, Texas  
My Commission Expires May 17, 1981  
I am not a Notary Public. I am a Notary Public.

ARTICLES OF INCORPORATION  
OF  
THE OXFORD COUNCIL OF CO-OWNERS

FILED  
In the Office of the  
Secretary of State of Texas

APR 24 1981

CLERK OF  
Corporation Division

We, the undersigned natural persons of the age of twenty-one years or more, at least two of whom are citizens of the State of Texas, acting herein as incorporators 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 THE OXFORD COUNCIL OF CO-OWNERS.

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

PURPOSE AND POWERS OF THE CORPORATION

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for acquisition, construction, management, maintenance and care of the Council's property at THE

OXFORD CONDOMINIUM PROJECT on that certain tract of property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), as provided for in the Condominium Declaration hereinafter described, and to promote the health, safety and welfare of the members within the above described Project and for this purposes to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Council of Co-Owners ("Council") as set forth in the Condominium Act (Article 1301a, Revised Civil Statutes of Texas), and in that certain Condominium Declaration, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Condominium Records of Harris County, Texas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

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

(e) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.



#### ARTICLE V

Every person or entity who is a record Owner of a fee or undivided fee interest in any Residence Unit (as defined in the Declaration) shall be a member of the Council. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from owners of any Residence Unit which is part of the Condominium. The word "member" shall be synonymous with the word "Owner" as defined in the Declaration.

#### ARTICLE VI

##### VOTING RIGHTS

Each member shall be entitled to a vote for each Residence Unit owned by such member weighted in accordance with the Residence Unit's interest in the Common Elements as set forth in the Declaration. Cumulative voting is prohibited.

#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of not less than three (e) persons, who shall be known as "Directors", and who shall be members of the Council (except for the initial Directors named below or their successors prior to the first annual meeting of the members). Subject to such limit-

ation, the number of Directors shall be fixed by the Condominium Declaration and the By-Laws of the corporation and amendments thereto from time to time, except as to the number of the initial Board of Directors. No decrease in the number of Directors at any time shall affect or shorten the term of any incumbent Director.

The number of Directors constituting the initial Board of Directors of the corporation is three (3) and the names and addresses of the persons who are to serve as the initial Directors are:

Name:	Address:
Randolph M. Henry	2425 Fountainview Suite 250 Houston, Texas 77057
Bruce M. Cameron, Jr.	2425 Fountainview Suite 250 Houston, Texas 77057
Robert G. Hester	2425 Fountainview Suite 250 Houston, Texas 77057

#### ARTICLE VIII

##### BY-LAWS

The initial By-Laws of the corporation shall be adopted by the Declarant of the Condominium as provided by the Declaration and may be amended as provided for therein.

Christine M. Loveless

Suite 2300  
#9 Greenway Plaza  
Houston, Texas 77046

Tracey Tarvin

Suite 2300  
#9 Greenway Plaza  
Houston, Texas 77046

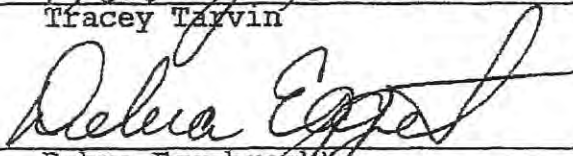
Debra Eggebrecht

Suite 2300  
#9 Greenway Plaza  
Houston, Texas 77046

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 23rd day of April, 1981.

  
Christine M. Loveless

  
Tracey Tarvin

  
Debra Eggebrecht

400019-B

STATE OF TEXAS       §  
                              §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTINE M. LOVELESS, TRACEY TARVIN and DEBRA EGGBRECHT, known to me to be the persons whose names are subscribed to the foregoing instrument, who each being by me duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

GIVEN under my hand and seal of office this the 23rd  
day of April, 1981.



DORIS D. ELLIS  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
MY COMMISSION EXPIRES AUGUST 31, 1984

*Doris D. Ellis*

Notary Public in and for  
Harris County, Texas

400019-B



**BY-LAWS**  
**OF**  
**THE OXFORD COUNCIL OF CO-OWNERS**

THE OXFORD COUNCIL OF CO-OWNERS, A Texas non-profit corporation, is the corporation referred to in the Declaration of Condominium of The Oxford, a condominium regime in Houston, Harris County, Texas, created pursuant to the provisions of the Texas Condominium Act. This Corporation is and shall have all the powers 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. In the event of any conflict between the terms and provisions of these By-Laws and the Declaration or the Texas Condominium Act, or both, the Declaration shall control over these By-Laws and the Act shall control over both the Declaration and these By-Laws.

**ARTICLE I.**

**Voting by Owners**

1.01. Each Owner shall be entitled to one vote for each Residence Unit owned by such Owner weighted in proportion to the Percentage Ownership Interest of such Resident Unit in the Common Elements.

1.02. No Owner, other than the Declarant, shall be entitled to vote at any meeting of the Council until such Owner has presented evidence of ownership of a Residence Unit in the Condominium to the Secretary of the Board. In the event that ownership interests in a Residence Unit are owned by more than one member of the Council, the members who own fractional interest in such Residence Unit aggregating more than fifty percent (50%) the whole ownership thereof shall appoint one member who shall be entitled to vote the vote of that Residence Unit at any meeting of the Council. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board or upon the death or judicially declared incompetence of any one of the members; the Board shall be entitled to rely upon any such designation until revoking such designation is received by the Board. In the event that a Residence Unit is owned by more than one member and no single member is designated to vote on behalf of the members having an ownership interest in such Residence Unit, then none of such members shall be allowed to vote. All members of the Council may be present at any meeting of the Council and may act at such meetings either in person or by proxy.

## ARTICLE II

### Meetings

*(Amendment dated October 24, 2000, recorded in The Condominium Records of Harris County, Texas)*

2.01. Annual Meetings. The first meeting of the members of the Council shall be held when called by the initial Board upon ten (10) days written notice to the members. Such written notice may be given at any time but must be given not later than thirty (30) days after at least ninety-five percent (95%) of all of the Residence Units have been sold by the Declarant, a deed therefor recorded and the purchase price paid. Thereafter, an annual meeting of the members of the Council shall be held in the Building or at such other place as may be designated by the Board at 8:00 o'clock p.m. on the third Thursday in January of each calendar year, (or the first business day thereafter if such day is a governmental or religious holiday); provided, however, that the first annual meeting after the date of this amendment shall be held on the third Thursday of January 2002. At the discretion of the Board, the annual meeting of the members of the Council may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days before such date fixed for said meeting.

2.02. Notice. Any notice permitted or required to be given to a Member of the Board or to an Owner may be delivered personally, by mail or by placing such notice in the mail distribution facilities of each Owner if such facilities are present in the building. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the U.S. Mail postage prepaid, addressed to an Owner at his Residence Unit or to such other address as the Owner may have given in writing to the Secretary of the Council for the purpose of service of notices. Any address for purposes of notice may be changed from time to time by notice in writing to the Secretary. For the purpose of determining the members entitled to notice of a meeting and to vote at any meeting, the membership of the Council shall be determined at the close of twenty-fifth (25th) day preceding such meeting.

2.03. Special Meetings. Special meetings of the members may be called by the President or any Vice President at any time or may be called upon petition to the President by members having ten percent (10%) of the votes in the Council or by a majority of the Board of Directors. Written or printed notice stating the place, day and hour of such special meeting and the purpose or purposes for which the meeting is called shall be delivered to each member less than ten (10) nor more than fifty (50) days before the date of such meeting.

*(Amendment dated September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

2.04 Quorum. Except as provided by statute or the Declaration, the presence in person or by proxy, Owners representing an aggregate of more than fifty percent (50%) of the total vote of all Residence Units weighted in accordance with their Percentage Ownership Interest shall constitute a quorum at all meetings of the members for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting for a date and time not less than two (2) days and not more than thirty (30) days after the date of the originally call meeting, without notice other than announcement at the meeting, and upon the first re-adjourned meeting, the quorum requirement shall decrease to forty-one percent (41%) of the total vote of all Residence Units weighted in accordance with their Percentage Ownership Interest which are qualified to vote, and if a quorum shall not be present at the first re-adjourned meeting, the quorum requirement shall further decrease to thirty-one percent (31%) of the total vote of all Residence Units weighted in accordance with their Percentage Ownership Interest which are qualified to vote at any subsequent re-adjourned meeting called, without notice other than announcement at the first, re-adjourned meeting, for a date and time not less than two (2) days and not more than thirty (30) days after the date of the first re-adjourned meeting. If a quorum shall be present or represented by proxy at such adjourned meeting held in lieu of the original meeting(s), any business may be transacted at such meeting as originally notified.

2.05 Proxies. At any meeting of the Council, in person or votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Board at or before the appointed time of each meeting of the Council.

2.06 Majority Vote. When a quorum is present at any meeting of the Council, the vote by Owners present in person or by proxy at such meeting of a majority (an aggregate of more than fifty percent (50%) of the total vote of all Residence Unit weighted in accordance with their Percentage Ownership Interest) shall decide any question brought before such meeting unless the upon which, by express provisions of the Act, the Declaration or the By-Laws, a different vote is required, in which case such express provision shall govern and control a vote on such question.

2.07 Cumulative Voting Prohibited. At all meetings of the Council, cumulative voting shall not be permitted.

### ARTICLE III.

#### Board of Directors

*(Amendment dated September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

3.01 Number and Qualification. Effective as of the date of the approval of these proposed Amendments, the Board of Directors shall consist of not less than three (3) members and not more than five (5) members. Board members must be members of the Council, spouses of Members or in the event a Residence Unit is owned by a corporation or other business entity, an officer or director of such entity or an officer or director of any entity owning any interest in such business entity which owns a Residence Unit.

*(Amendment dated September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

3.02 Election. The Directors shall be elected by the members at each annual meeting of the members of the Council. As of the date of the approval of these Amendments, the Board consists of three (3) members. At the annual meeting next succeeding the effective date of this amended provision of the Board shall consist of five (5) members and the members of the Council shall: (i) elect such Directors necessary to fill the vacancies on the Board then existing as required and (ii) elect two (2) Directors to fill the positions created by the expansion of the Board from three (3) to five (5) members pursuant to this Amendment. At such meeting as to all five (5) Directors (including and referring to those Directors then serving unexpired terms; those directors elected to fill vacancies in the Board then existing; and those Directors elected to fill the position of the Board created by the expansion of the Board): two (2) Directors shall be elected and/or serve a term of one (1) year from and after the date of such meeting; two (2) Directors shall be elected and/or serve for a term of two (2) years from and after the date of such meeting; and one (1) Director shall be elected and/or serve for a term of three (3) years from and after the date of such meeting. Those Directors then serving unexpired terms shall continue to serve for their remaining term respectively, and shall constitute the Directors referred to within the preceding sentence who will be deemed to serve the one (1) year and/or two (2) year term, as applicable, respectively, whichever stated term is co-existent with such respective Director's remaining term. Thereafter, at the annual meeting of the members of the Council, as to all five (5) Directors, the members shall elect such Directors as may be necessary to fill expiring terms, each to serve for a term of three (3) years, in order to fill the position of the Directors whose terms have expired at the time of the annual meeting. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors. Balloting for the election of Directors may be done by mail pursuant to Section 3.03.

The members of the Board (other than members of the initial board) shall serve for a term of three (3) years commencing at of their election and continuing until the end of said three (3) year term, or until their death, resignation, removal or until they are no longer members of the Council, whichever is earlier.

3.03 Removal and Vacancies. Any Director may be removed from the Board with or without cause, by a vote of Owners representing in the aggregate at least two-thirds (2/3rds) of the total vote of all Residence Units weighted in accordance with their



Percentage Ownership Interest, by Owners voting in person or by proxy at special called for such purpose or at an annual meeting. In the event, a successor for such Director has been removed shall be selected by a vote of The Council. Except as to vacancies provided by removal of Directors by vote of the Council, vacancies in the Board occurring between annual meetings of the council shall be filled by the remaining Directors.

*(Amendment dated September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

Included with the notice of annual meeting shall be the list of candidates, together with a copy of an autobiography (not to exceed one page, as may have been voluntarily furnished by such candidate), and if balloting is to occur by mail, instructions for balloting/election of such directors by mail, and ballots to be utilized in voting by mail for such directors by mail, and ballots to be utilized in voting by mail for such directors.

The process of election of such Directors may be made by mail, such process shall be subject to the procedures adopted by The Board of Directors for mail-in-ballots as authorized by these Bylaws.

3.04 Compensation and Expenses. No member of the Board shall receive any compensation from the Council for acting as such but shall be reimbursed for reasonable expenses incurred in such capacity.

3.05 Action by Written Consent. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.06 Organization Meeting. The organization meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors so elected at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.07 Regular Meetings. The annual meeting of the Board shall be held each year immediately following the annual meeting of the Council, at the place of such annual meeting, for the election of officers and consideration of any other business that may be properly brought before such annual meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least two (2) days prior to the date named for such meeting.

*(Amendment dated September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

3.08 Special Meetings. Special meetings of the Board shall be held at any time upon the call of the President and must be called by the Secretary at the written request of three (3) of the Directors. Not less than three (3) days notice of the meeting shall be given

personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.09 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver, if in writing and signed by such Director, shall be deemed equivalent to the giving of notice.

3.10 Quorum. A. quorum at Board meetings shall consist of a majority of the entire Board. The acts approved by those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required by the Declaration or by the By-Laws.

3.11 Consent to Action. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

3.12. Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of a chairman who shall be a member of the Board, and two or more Owners, who shall have been appointed by the Board prior to each annual meeting of the members (except the initial nominating committee, which shall be determined by the initial Board) to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine but not less than the number of vacancies to be filled. Nominations may also be made from the annual meeting.

3.13 Election. Election to the Board shall be by ballot, at which election the Owners may cast, in respect to each vacancy, such votes as to exercise under the provisions of the Persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

3.14 Powers and Duties. All of the powers and duties of the Council existing under the Act, the Declaration and By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such is specifically required. Such powers and duties shall include but shall not be limited to the following subject, however, to the provisions of the Act, the Declaration and the By-Laws;

- (1) To make and collect assessments against the Owners for the purposes outlined in the Declaration of the condominium and all of its property and facilities;
- (2) To use the proceeds of assessments in the exercise its powers and duties;
- (3) To maintain, repair, replace and operate the Condominium;
- (4) To purchase insurance upon the Condominium and for the protection of the Owners as required by, and pursuant to, the Declaration;

- (5) To reconstruct improvements after casualty and further improve the Condominium;
- (6) To amend the original Community Rules adopted by the Declarant and attached hereto as Exhibit "A" and to make such other regulations as it deems necessary respecting the use of the Condominium;
- (7) To approve or disapprove of the transfer, mortgage and ownership of Residence Units in the manner provided by the Declaration, if any;
- (8) To arrange for and purchase water, sewer, garbage, electrical, chilled water, gas and other necessary utility services for the Common Elements and (to the extent not separately metered and charged) for the Residence Units;
- (9) To contract for management of the condominium and to delegate to the Managing Agent all powers and duties of the Board except such as are specifically required by the Act, the Declaration and the By-Laws to have approval of the Owners; provided, however, the Board may not delegate to a Managing Agent the power to approve a proposed lessee or purchaser of a Residence Unit from an Owner pursuant to the provisions of the Declaration;
- (10) To employ personnel to perform the services required for proper operation of the Condominium; and
- (11) To cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Owners at the annual meeting of the Council or at any special meeting when such statement is requested in writing by twenty-five percent (25%) or more of the votes of the Council requesting such special meeting.

*(Amendment added September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

- (12) adopt and amend bylaws;
- (13) adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments for common expenses from Residence Unit owners;
- (14) hire and terminate managing agents and other employees, agents and independent contractors;
- (15) institute, defend, intervene in, settle, or compromise litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the Condominium;
- (16) make contracts and incur liabilities relating to the operation of the Condominium;
- (17) regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium;

- (18) adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of the Residence Units and the Common Elements, to the extent the regulated actions affect the Common Elements or other Residence Units;
- (19) cause additional improvements to be made as a part of the Common Elements;
- (20) acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, except Common Elements of the Condominium;
- (21) grant easements, leases, license and concessions through or over the Common Elements;
- (22) impose and receive payments, fees, or charges for the use, rental or operation of the Common Elements and for service provided to Residence Unit owners;
- (23) impose interest and late charges for late payments of assessments, returned check charges, and if notice and an opportunity to be heard are given, reasonable fines for violations of the Declaration, Bylaws and Rules of the Council;
- (24) adopt and amend rules regulating the collection of delinquent assessments and the application of payments;
- (25) adopt and amend rules regulating the termination of utility service to a Residence Unit, the owner of which is delinquent in the payment of an assessment that is used in whole or in part, to pay the cost of that utility;
- (26) impose reasonable charges for preparing, recording or copying Declaration amendments, resale certificates, or statements of unpaid assessments;
- (27) enter a Residence Unit for bona fide emergency purposes when conditions present an imminent risk of harm or damage to the common elements, another Residence Unit, or the occupants;
- (28) assign its right to future income, including the right to receive common expenses assessments;
- (29) suspend voting privileges of or the use of general common elements by an owner delinquent for more than thirty (30) days in the payment of assessments;
- (30) purchase insurance and fidelity bonds it considers appropriate or necessary;
- (31) exercise any other powers conferred by the Declaration or Bylaws;
- (32) exercise any other powers that may be exercised in this state by a corporation of the same type as the Council; and
- (33) exercise any other powers necessary and proper for the government and operation of the Council.



*(Amendment added September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

3.15 Indemnification. Each person who is or was a Director, officer, or committee member of the Council, or any person who, while a Director, officer, or committee member of the Council, is or was serving at the request of the Council as a Director, officer, committee member, partner, venturer, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, and the heirs, executors, or administrators or estate of such person, shall be indemnified by the Council to the fullest extent permitted or authorized by the Act or any successor provision, as amended from time to time, against any liability, cost, or expense incurred by such person in his or her capacity as a Director, officer, or committee member, or arising out of his or her status as a Director, officer, or committee member, including, without limitation, any act or omission deemed to constitute simple negligence. Provided, however, that the foregoing indemnity obligations shall not apply to acts or omission of a Director which are deemed criminal, as a result of willful misconduct, or outside the scope or capacity of his or her duties and/or office. The rights granted pursuant to this Section shall be deemed contract rights, and no repeal or amendment of this Section shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment or repeal.

The Council may, but shall not be obligated to pay expenses incurred in defending a civil or criminal act, suit or proceeding arising out of a Director's, officer's, or committee member's capacity or status as Director, officer, or committee member in advance of the final disposition of such action, suit, or proceeding, without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding shall be made only upon delivery to the Council of both a written affirmation by such person of his or her good-faith belief that he or she has met the standard of conduct necessary for indemnification under this Section and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it is ultimately determined that such person is not entitled to be indemnified under this Section or otherwise.

Notwithstanding any other provision of this Section, the Council may, but shall not be obligated to, pay or reimburse expenses incurred by a Director, officer or committee member in connection with his or her appearance as a witness or other participation in a proceeding at a time when he or she is not a named defendant or respondent in the proceeding.

The Council, by adoption of a resolution of the Board of Directors, may, but shall not be obligated to, indemnify and advance expenses to an employee or agent of the Council to the same extent and subject to the same conditions under which the Council may

indemnify and advance expenses to Directors, officers and committee members under this Section.

The indemnification provided by this Section shall not be exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under any agreement or otherwise.

*(Amendment added September 20, 2002, recorded in The Condominium Records of Harris County, Texas)*

3.16. Insurance. The Council may, but shall not be obligated to, maintain Insurance at its expense, to protect itself and any person who is or was a Director, officer, committee member, employee, or agent of the Council or is or was serving at the request of the Council as a Director, officer, committee member, partner, venturer, proprietor, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee plan or other enterprise against any liability asserted against him or her and any liability, cost, or expense incurred by him or her in such capacity or arising out of his or her status as such a person, whether or not the Council would have the power to indemnify such person against that liability under Section 3.15 or the Act.

#### ARTICLE IV.

##### Officers

4.01 Executive Officers. The executive officers of the Council shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board and who may be preemptorily removed by vote of the Board at any meeting. Any person may hold two or more offices except the President shall not also be the Secretary. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Council.

4.02 President. The President shall be the chief executive officer of the Council and shall have all of the powers and duties which are usually vested in the office of an organized association including, but not limited to, the power to appoint committees from among the Owners from time to time that, in the exercise of discretion, are determined appropriate to assist in the conduct of the affairs of the Council.

4.03 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

4.04 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and Council and shall attend to the giving and serving of all notices to the Owners and Directors and other notices required by law; shall keep the records of the Council,

except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an organized association and as may be required by the Board or the President.

4.05 Treasurer. The Treasurer shall have custody of all property of the Council, including funds, securities and evidences of indebtedness and shall keep the books of the Council in accordance with generally accepted accounting procedures; and shall perform all other duties incident to the office of Treasurer.

4.06 Compensation. The compensation of all officers and employees of the council shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Council nor preclude the contracting with a Director for the management of the Condominium.

## ARTICLE V.

### Delegation of Board Duties

5.01 Notwithstanding anything contained herein otherwise to the contrary, the Board may delegate any of its duties, powers or functions to a Managing Agent, provided that any such delegation shall be revocable upon notice by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

## ARTICLE VI

### Records

6.01 The Board or the Managing Agent shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting the Condominium and its administration and specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on the condominium. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all the Owners and Mortgagees (or their designees) hours on working days. All books and records shall be kept in accordance with generally accepted accounting procedures.

## ARTICLE VII.

### Amendment

7.01 These By-Laws may be amended from time to time by the affirmative vote of members having sixty percent (60%) of the number of votes entitled to act upon such matters at the Council as provided herein.

## ARTICLE VIII.

### Severability

8.01 The invalidity of any provision or provisions By-Laws shall not be deemed to impair or affect in any validity, enforceability or effect 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 had never been included herein.

## ARTICLE IX.

### Indemnity

9.01. The Council shall indemnify the Board of Directors (and each member thereof) and its Officers (each of expenses and liabilities (including the cost and expense of defending against any such alleged liability) reasonably incurred by such person or persons by reason of his being or having been an Officer or Director of the Council except in cases where such Director or Officer is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office.

9.02. The rights of indemnification herein provided may be insured against by policies maintained by the Council; shall be severable, shall not affect any other rights to which any Director or Officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which Council personnel other than Directors and Officers may be entitled by contract or otherwise under law.

9.03 Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in Section 9.01 hereof may be advanced by the Council prior to final disposition thereof upon receipt of an undertaking by or on behalf of the Director or Officer, secured by a surety bond or other suitable insurance issued by a company authorized to conduct such business in the State of Texas, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

## ARTICLE X.

### Contracts, Loans, Checks, Deposits and Transactions

10.01 Contracts. Subject to the limitations set Declaration, the Board of Directors may authorize any Officers 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, such authority may be general or confined to specific instances.

10.02. 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.

10.03. 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.

10.04 Transactions with Members, Directors and Officers.

A. The Council may enter into contracts or transact business with one or more of its Directors, Officers, or an Owner or with any firm of which one or more of its Directors, Officers, or an Owner are members or employees, or in which they are otherwise interested, or with any corporation or association in which any of its Directors, Officers, or an owner are stockholders, or directors or officers, members, employees or otherwise interested; and no such contract or other transaction shall be void or voidable or otherwise affected by reason of such directorship, office, membership in, employment by, stock ownership in or interest in such other firm, notwithstanding that the Council's Director, Officer, or an Owner having any such position, status or interest with such other firm, corporation or association was present at the meeting necessary to authorize, approve, ratify or otherwise obligate the Council upon such transaction, if Sections (1) and (2) of Paragraph B are satisfied.

B. Paragraph A shall apply only if:

(1) The material facts of the relationship or interest each such Director, Officer, or Owner are known or disclosed:

(a) To the Board and it nevertheless authorizes, approves, or ratifies the contract or transaction by a majority of the Directors present at the meeting at which a quorum of Directors is present (or unanimously without a meeting), each such interested Director not to be counted (in the case of a meeting of the Board of Directors) in determining whether a quorum is present and not to be counted in calculating the majority necessary to carry the vote; or

(b) To the Council at an annual meeting or a meeting specially called for such purpose and they nevertheless authorized, approve or ratify the contract or transaction by unanimous written consent or by a majority vote (as provided in Section 2.06) of those Owners in attendance (in person or by proxy) at a meeting of the Council at which a quorum is present, each such interested, Owner not to be counted for both quorum and voting purposes; and

(2) The contract or transaction is fair, just and beneficial to the Council as of the time it is authorized, approved or ratified by the Board or Owners;

provided, however, such contract or transaction be presumed to be fair, just and beneficial to Council as of such time of authorization, approval ratification merely upon the basis of satisfaction Section (1) of this Paragraph B.

C. This provision shall not be construed to make any Director, Officer or Owner liable to account to the Council by reason of such directorship, office, or ownership for any profits realized by, from, or through any such transaction or contract with the Council.

D. Nothing herein contained shall create liability in the events above-described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner permitted by law. This Article XII shall not be construed to invalidate any contract or other transaction which would be valid under the common or statutory law applicable thereto or which would otherwise be valid under the common or statutory law applicable thereto or which would valid in the absence of this provision.

IN WITNESS WHEREOF, these By-Laws are adopted by RMH/OXFORD Joint Venture, a joint venture composed of Iakim Oxford Development Corporation N.V., d/b/a Oxford International Development Corporation, a Netherland Antilles corporation and Galleria Condominium I, Ltd., this 5<sup>th</sup> day of May, 1981.

RMH/OXFORD JOINT VENTURE, a Joint Venture,  
acting herein by its undersigned Venturers:

Iakim Oxford International Development Corporation  
N.V., d/b/a Oxford International Development  
Corporation, a Netherland Antilles corporation,  
Venturer

By Markus Mizne  
Markus Mizne, Managing Director

GALLERIA CONDOMINIUM I, LTD., a Texas  
Limited Partnership

By Randolph M. Henry  
Randolph M. Henry, General Partner

By Bruce M. Cameron, Jr.  
Bruce M. Cameron, Jr., General  
Partner

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Markus Mizne, Managing Director of Iakim Oxford International Development Corporation N.V., d/b/a Oxford International Development Corporation, a Netherland Antilles corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation, said corporation being a venturer in RMH/OXFORD JOINT VENTURE, for the purposes and consideration therein expressed, and in the capacity therein stated, and that he was authorized to do so.

GIVEN under my hand and seal of office, this the 5<sup>th</sup> day of May, 1981.

*Patricia C. Fruge*

Notary Public in and for  
Harris County, Texas

PATRICIA C. FRUGE

Notary Public in Harris County, Texas  
My Commission Expires 3-31-84

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared RANDOLPH M. HENRY, a general partner of Galleria Condominium I, Ltd., a Texas limited partnership which limited partnership is a Venturer of RMH/OXFORD Joint Venture, a Joint Venture, known to me 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 therein stated and as the act and deed of said limited partnership as a Venturer in said Joint Venture.

GIVEN under my hand and seal of office, this 5<sup>th</sup> day of April, 1981.

*Patricia C. Fruge*

Notary Public in and for  
Harris County, Texas

PATRICIA C. FRUGE

Notary Public in Harris County, Texas  
My Commission Expires 3-31-84

STATE OF TEXAS     §  
                             §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this day personally appeared BRUCE M. CAMERON, JR., a general partner of Galleria Condominium I, Ltd., a Texas limited partnership which limited partnership is a Venturer of RMH/OXFORD Joint Venture, a Joint Venture, known to me 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 therein stated and as the act and deed of said limited partnership as a Venturer in said Joint Venture.

GIVEN under my hand and seal of office, this 5<sup>th</sup> day of May, 1981.

Patricia C. Fruge

Notary Public in and for  
Harris County, Texas

PATRICIA C. FRUGE

Notary Public in Harris County, Texas

My Commission Expires 3-31-84

400019-A



**COMMUNITY  
RULES  
AND  
REGULATIONS  
FOR  
TENANTS  
AND OWNERS**

**THE OXFORD COUNCIL  
OF  
CO-OWNERS  
EFFECTIVE  
DECEMBER 1, 2001**

**REVISED  
APRIL, 2008**

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In the event of any conflict between the terms and provisions hereof and the Declaration, the Articles of Incorporation of the Council, the By-Laws and the Rules and Regulations: the Declaration shall have control over the Articles of Incorporation, the By-Laws and these Rules and Regulations, and applicable law shall control over all the foregoing.

The Council is willing to make reasonable accommodations for disabled Residents.

## **GENERAL**

1. These Rules and Regulations have the full force and effect of the Declaration and may be supplemented, amended, or repealed at any time by the Board of Directors in accordance with the Declaration and By-Laws. Any such changes shall have the full force and effect of the policies theretofore in effect unless specifically revoked by the Board.
2. Reference to Resident(s) in these Rules and Regulations also apply, with equal force and effect, to the Owners, any user or other occupant of a Residence Unit and, as appropriate, their agents, employees, lessees, tenants and guest, who are obligated to comply with these Rules and Regulations.
3. Residents shall be held responsible for the actions of their children, pets, invitees, guests, employees, servers, and agents.
4. Complaints regarding maintenance and service request for the Building, actions of other Residents or other problems, should be made in writing to Building Management.
5. Consent or approval given under these rules by the Board or its designee may be revoked or amended at any time.
6. Residents **SHALL NOT** tip the Council employees while employees are on duty. The Employee Holiday Gratuity Fund may be used to show appreciation in lieu of tipping.
7. If a Resident, tenant, owner or lessee is handicapped or physically impaired it is **REQUIRED** to inform Building Management for fire and safety rules.
8. Residents shall not employ or contract for services of employees of the Council for any purpose without prior written consent of the Board. Contact Building Management for any service requests. A **very reasonable** hourly rate will apply for any repairs or the Resident may contract on his own. All services are available including changing of lights and AC filters.
9. As a courtesy, Security/ Front Desk will accept packages on behalf of the residents. Security/ Front Desk is not responsible for lost, stolen or damaged items. Security/ Front Desk will accept no certified or registered mail.
10. **ALL owners are required to have homeowners insurance. All renters must have renters insurance. ALL insurance must include liability insurance.** All Residents are responsible for water damage to their own units as well as damage to other units resulting from water leaks coming from their units. It is required that you purchase **metal hoses** for the washing machines, sinks, and commodes. They are available by contacting Building Management. If there is no water shut off valve to your unit, and you wish to have one installed for your unit or for your floor you can contact Building Management.

## COMMON AREAS

1. The grounds and walkways around the Building and the entrances, elevators and the stairways of the Building and hallways and entrances to the Residence Units **SHALL NOT** be obstructed and used for any purpose other than ingress To and egress from the Residence Units. **NO FURNITURE OR DECORATIVE OBJECTS SHALL BE PLACED IN THE HALLWAY WITHOUT WRITTEN CONSENT OF BUILDING MANAGEMENT.**
2. No articles including carts shall be placed or allowed to remain in the entrances, hallways or stairways of the Building. If contractors use any carts they will be charged \$25.00. Nor shall **ANYTHING** be hung or shaken from the Balconies, windows, fences or the Common Elements.
3. Children shall not be allowed to play in the entrances, common areas, stairways, hallways or elevators of the Building. **RUNNING, PLAYING AND LOUD NOISES IN THE COMMON AREAS ARE NOT ALLOWED.**
4. No tenant shall produce or permit to be made any noxious odors or excessive noises that will disturb or annoy the occupants of the Residents Units nor do or permit anything to be done therein which interfere with the rights, comfort or convenience of other Owners or Residents.
5. Tenants, their families, guests, servants, employees, visitors, lessees or licensees shall not at anytime or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building, or into the electrical/mechanical rooms of the Building.
6. No entrances, hallways, balconies, storage areas or any other portions of the Common Elements shall be decorated by any Owner/Resident in any manner without the prior consent in writing of the Board or Building Management.
7. No Resident 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 his or her Residence.
8. Residents shall not use profane or offensive language in the Common Areas and shall not threaten or verbally abuse other Residents, Board Members or the employees and agents of the Council.
9. **SMOKING IS NOT PERMITTED** in any of the interior Common Areas. This includes but is not limited to all stairways, trash rooms, hallways, elevators, lobby, lobby rooms, party room, gym, library, offices, waiting rooms and any interior Common Area other than their own Residence.
10. All exterior (interior facing out) window treatments, including drapes, curtains, shutters and blinds shall meet with the written approval of the Board. All products shall be white facing the outside.



11. No sign, notice, advertisement, decorations, radio antenna, television antenna, or television satellite dish shall be projected from any window, door, or hung from any balcony without prior written approval of the Board or Building Management. Satellites dishes may be installed on the roof.
12. Owners shall close all exterior windows, sliding doors when necessary to avoid possible damage from storms or elements. Opening windows will drain the cool air from your entire floor. There is a fresh air vent in each unit.
13. No Resident shall alter or repair the exterior of the Building including balconies, windows and common elements.
14. Storage Units are provided on the 'B' parking level and the 20<sup>th</sup> floor. Each Resident is assigned a Unit. It is each resident's responsibility to secure their individual storage units. No flammable materials are allowed to be stored in these units. There is no storage of any kind in the parking garages.

## **RESIDENCES**

1. No Resident shall produce or permit to be made, in his or her Residence Unit or in common Areas, any noise or odor that may reasonably be expected in the judgment of the Board or Building Management, to interfere with the enjoyment of any other Residence Unit.
2. Commodes or other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of any commodes or other apparatus by a Resident of a Residence shall be repaired by Council at the expense of the Owner of such Residence Unit.
3. Each Resident shall keep his or her Residence Unit in a good state of preservation and cleanliness and shall not sweep or throw, permit to be swept or thrown, or allow to fall from the balconies or windows any liquid or solid material.
4. Nothing shall be done or kept in any Residence Unit or in the Common Areas that will increase the rate of insurance purchased by the Council or the contents thereof without prior written consent of the Board. No Resident shall permit anything to be done or kept in his or her Residence Unit or in the Common Areas that will result in the cancellation of insurance or which would violate any law, ordinance or government regulation. Any violation of the law will result in management calling the appropriate law enforcement.
5. Every Resident must perform promptly all maintenance and repair work within his or her Residence Unit, which if omitted would adversely affect the Building in its entirety or any other Residence Unit. Such Resident shall be responsible for damages and the liabilities that his failure to perform promptly such maintenance and repair work may engender.
6. No Resident shall undertake any major remodeling or construction, i.e. move walls, change plumbing, install any material (other than carpet, wallpaper/wall covering, light fixtures, drapes, shades or other similar items of interior decoration) or make comparable changes without prior written consent of the Chief Engineer.

In order to reduce the level of noise transmitted through ceilings all hardwood, Stone, paver or ceramic floors must have an underlayment with a rating of at least ICC-56.

7. Should any loud, excessive or annoying sounds or odors be emitted from a Residence Unit to cause complaints to be made to the Board or Building Management by other Residents, the Resident of such Residence Unit shall take all steps necessary to eliminate such excessive sounds or odors.
8. No Resident shall alter any hardware, keyway or surface of the door leading into his or her Residence Unit without the prior written consent of the Board. For Life Safety reasons the front desk/Security must have a passkey for Your Residence.
9. No Resident shall allow water to be running for an unreasonable or unnecessary length of time.
10. No Resident shall produce loud noise between the hours of 11:00 P.M. and 7:00 A.M. on weekdays, Midnight on weekends.

#### CONSTRUCTION, REMODELING, DECORATING

1. Each units owner is responsible for ALL maintenance and repair of the interior of his/her unit. In order not to interfere with the other resident's enjoyment of the premises at The Oxford, ALL remodeling and/or decorating must be done during the hours of 8:00 a.m. and 5:00p.m. Any Resident who contemplates any major maintenance, remodeling, Decorating or modification of the interior of his or her Resident Unit that Requires any demolition work, carpentry work (including, without limitation, Hammering, nailing, sawing, etc.) Flooring work (including, without limitation, laying flooring, [tile, carpeting, wood floors, etc.], stripping floors, etc.), mechanical modifications including plumbing work or electrical work shall obtain prior written approval from The Oxford Management. Without limitation, the following shall apply as conditions to such approval by Managent:
  - (a) The Resident shall furnish plans and specifications for the Proposed work to Management for its consideration.
  - (b) The cost of performing inspections by independent entities to ensure compliance, if any, shall be payable by the Resident submitting the same for approval upon demand by Management.
  - (c) Any service personnel, contractors, subcontractors, material Men, workers, etc., shall be denied entry into the building and a Residence Unit until and unless written approval is issued Management for the proposed work. Service personnel shall not be allowed in the building prior to 8:00a.m., or be allowed to remain in the building later than 5:00p.m.

**Unless special permission is granted by Building Management.**

- (d) Management reserves the right to grant variances to the forgoing approval requirements where it deems them reasonably appropriate, provided that the Resident granted such a variance acknowledges receipt of, and agrees to comply, in writing, with Management approved criteria for any such proposed work.
- 2. Each Resident shall permit maintenance to enter his or her Residence Unit for the purpose of performing Management approved installation, alterations or repairs to mechanical or electrical service, provided requests for entry are made in advance and such entry is at a time convenient to the Resident granting such permission.
- 3. **If any noise will result from any work to be performed pursuant to the approval received from management above, such work capable of producing such noise shall be restricted to the hours of 9:00a.m. until 4:30p.m. on normal working days excluding holidays, Saturdays and Sundays.** The Resident shall take all reasonable steps to minimize such disturbing noise. All contractors, service personnel, subcontractors, material men, workers, and other representatives of the resident shall be required to check in with the management office to obtain security clearance and coordinate with Management their respective work schedules. All workers/contractors will be required to wear badges issued by Security/Front Desk that will notify all other residents that they have registered with Security/Front Desk.
- 4. All workers and workmanship shall comply with the current governmental building codes, which will be issued to and accepted by the Resident and his or her contractors, subcontractors and any other person performing the authorized work.
- 5. All contractors shall comply with local, state, and federal laws and indemnify the Council for failure to comply.

**SAFETY**

- 1. No resident shall do any act or place any object in his or her Residence Unit that Would create a hazard or endanger the structure of the building or any Residence Unit.
- 2. No resident shall use or permit to be brought into or stored in the building any Flammable oils or fluids such as gasoline, lighter fluid, kerosene, naphtha, Benzene, or other explosives or articles deemed extra hazardous to life, limb or Property, without in each case, obtaining the prior written consent of the Building Management.
- 3. Each resident shall comply with all building security procedures. It is necessary for each resident with any handicap or physical impairment be registered with the Building management for life safety issues.
- 4. Each resident shall request from the Building a fire safety list. Each unit is connected to the fire alarm at the front desk and there is a speaker and a smoke

- detector in each unit that can be activated in case of a fire or emergency situation. In case of an emergency you will be notified by Security through your speaker. In case of evacuation go to the nearest stair well and go down.
5. Each resident shall notify the Building Management of any safety hazards noticed within the building.
  6. There will be NO Bar-b-que pits or grills of any kind allowed on the Balconies and no type of grilling or cooking will be allowed on the balconies. This is against city code and is a major fire hazard. All grilling of any kind Must be done downstairs in the community grill located at the rear of the Building adjacent to the pool.
  7. Fireworks of any kind are prohibited in the City of Houston.
  8. Any guest of a resident may be required to show personal identification and required to sign in.

### ALARMS, CAMERAS, HOUSE PHONE

1. Each unit has a burglar alarm and a fire alarm that is connected to the front desk. To connect the burglar alarm you must notify the front desk. The City of Houston charges an annual registration fee.
2. There are numerous cameras installed in and around the building for security purposes. These cameras are not to be touched or handled in any way. They are for our security and they record all the activities in and around the building.
3. There is an in-house camera installed above the front desk in the lobby. All Residents may view the front desk/reception area 24 hours a day on a designated Channel 17 on your television set. If a guest arrives in the entry and wishes to go to a unit the front desk will call the resident to obtain permission for them to enter, unless they have been added to the permanent personnel list provided by the resident.

### TRASH ROOM

1. Except as set forth below, all garbage, trash, refuse, etc. shall be deposited in a closed plastic bag and deposited in the trash chute.
2. All loose trash shall be placed into plastic bags and secured tightly or sealed before being placed in the chutes.
3. All perishable garbage shall be through the disposal unit in each kitchen, except rice & oil/fat which may clog the lines.
4. Glass items shall be double wrapped in paper or plastic prior to placing in the trash chute, or left in the trash room in a cardboard box.
5. Soiled diapers and cat litter shall be placed in double plastic bags prior to placing in the trash chutes.
6. All cigars and cigarettes shall be fully extinguished before disposing of them.
7. Large trash boxes or items that do not fit into trash chute should be folded and stacked by the door to the trash room, or on level B of the garage. Management should be notified of these special items for pickup.

8. **NO CONSTRUCTION WASTE OR DEBRIS SHALL BE PLACED IN THE TRASH CHUTES.** This includes but is not limited to paint cans, carpet, Wood, electrical parts and plumbing parts. All construction waste shall be Carried out by the contractor and disposed of. They shall not use the Oxford carts for removing construction debris.

### **MOVE-INS/OUTS**

1. **Move-ins and move-outs must be scheduled between the hours of 8:00 a.m. And 5:00p.m., Monday through Friday.** Any variances Must be in writing from the Building Manager. **All move-ins and move-outs must be scheduled with the Building Manager.**
2. No one may move into The Oxford without first providing the Management with Either a copy of closing papers or a signed lease and proof of insurance. Also all deposits and fees (rental application, pet fee's etc.) must be paid in advance.
3. **Before moving into The Oxford you will need to obtain an EZ tag from the EZ tag store or an access card from the Management office. These allow access to the garage, all access cards may be purchased at \$50.00 apiece and Key Fobs for \$10.00 apiece at the Management office.**
4. All damages to the building caused by the moving or carrying of any article therein shall be paid for by the resident responsible for the presence of such article.
5. Any resident moving into or out of The Oxford must file proof of liability insurance with Management.
6. Any Resident moving into or out of the Building shall provide the Management with a security deposit of \$500.00.
7. The Oxford has the right to close the door and stop move-ins, move-outs, and deliveries at any time.

### **VEHICLES, GARAGE, FRONT DRIVE**

1. **ALL RESIDENTS/TENENTE/OWNERS MUST REGISTER THEIR AUTOMOBILES WITH THE BUILDING MANAGEMENT. IT IS NECESSARY TO GIVE THE MAKE, MODEL, AND LICENSE PLATE OF EACH AUTOMOBILE IN ADDITION TO THE EZ TAG ID#.**  
No Resident shall use or permit his or her family, guest or invitees to use parking spaces of other Residents. The Building Management at the expense of the respective Resident may remove vehicles parked in violation of this rule. Spaces may be leased or borrowed from others with written permission of the Owner and The Building Management. The management must be notified of these leases and must know make of car, license plate and parking space number.
2. Vehicles shall not be left standing in parking space in a non-operative condition, nor shall vehicles be repaired in the parking spaces.



3. No trailer, boat, recreational vehicle, camper or motorcycle is to be permitted on or in the Common Areas except for ingress, egress and storage designated by the Building Management.
4. No automobile belonging to or being operated by a Resident shall be parked in such a manner as to prevent access to parking areas or spaces.
5. Parking of vehicles in the garage or in the entranceway to the Building, whether parked by the Resident or anyone else, shall be at the vehicles owner's risk. The Council of Co-owners is not responsible for any damage to or theft of vehicles or personal item's while in the Building or Garage. Neither the Council nor any of it's employee's shall be responsible for any personal property which is left in a vehicle. The Council shall not be liable for injury, loss, theft or damage to vehicles or personal property left in vehicles, even if the injury, loss, theft or damage is caused in whole or in part by the negligence of the Council or it's employee's.
6. Vehicles parked in the garage must fit into a standard 9'x 20" parking space assigned. Some vehicles may be to tall to fit into the parking garage and the Resident/Owner shall be responsible for any damage to the parking garage or it's equipment.
7. No Resident shall cause or permit the continuous blowing of a vehicle horn.
8. No resident shall use the garage or their parking space for any storage of any kind. Storage of bicycles may be permitted with prior written consent of Building Management. **Council of Co-owners, Board of Directors or Building Management are not liable for damage or theft.**
9. The garage doors close rapidly. Please do not delay once the gates are open. To avoid problems, DO NOT FOLLOW ANOTHER VEHICLE or allow another Vehicle to follow you through the gate. Anyone causing damage to the gate will be responsible for the cost of repairs. The Oxford is not responsible for damages to persons or vehicles that occur as a result of the gate. The garage has low clearance. DO NOT TAKE ANY LARGE VEHICLES into the garage without first notifying the front desk. Anyone causing damage to the sprinkler system in the garage will be responsible for the cost of repairs.
10. Residents MUST stop inside the garage gate when entering and allow the gate to fully close before proceeding to their designated parking space. Also residents MUST allow the gate to fully close before approaching the gate for entry if another vehicle has entered ahead of them. This will prevent unauthorized vehicles from tailgating into the garage.

### **PET POLICES**

1. Only generally recognized household pets (dogs, cats, birds, and fish) may be kept or housed in a Residents Unit, provided the Owner/Resident shall obtained the prior written of approval of the Board or Building Management.
2. Pets are not allowed in the following Common Areas: the swimming pool, exercise room, library and party rooms.

3. Except within a Residence Unit, pets must be carried or on a short leash and attended by a responsible person.
4. Each Resident who keeps a pet in the Building shall indemnify and hold all other Residents, the Council, the Board, the Manager and the Council employees harmless against any loss or liability of any kind or character arising from or as a result of having such a pet in the building.
5. Each Resident shall be responsible for the expense of cleaning or repair of any soilage or damage to any portion of the building by such Resident's pet(s).  
**Residents are required to have their dogs relieve themselves on grassy areas. Residents shall not allow their dogs to relieve themselves anywhere within the building, on any concrete drives or pillars on the property. Residents shall make sure their dogs do not relieve themselves in the back patio area.**
6. If a pet disturbs other Residents by running and jumping within Residence Units, by barking or biting, or in any other ways becomes obnoxious or creates a nuisance, the Management will give notice to the Resident to cause such annoyance to be stopped. If such annoyance is not discontinued or corrected, the Board or Building Management may revoke its permission to keep the pet in the Building and the pet **MUST** be removed forthwith.
7. All dogs and cats must have received all inoculations required by law, within the last 6 (12) months (including rabies, DHLPP, and parvo). **Verification of such must be maintained in the Manager's office.**
8. Each Residents Unit may not have more than 2 pets.
9. No pets shall be maintained in the Building for commercial purposes.
10. The Council will make reasonable accommodations for Seeing Eye and Hearing Ear dogs that are required by Owners and / or Residents.
11. Each pet owner shall provide, at time of application, a current picture and name of their pet(s) and shall pay to the Oxford a **NON-REFUNDABLE REGISTRATION FEE of \$150.00**. This fee applies to cats, dogs, and birds.
12. No pets (without prior consent of The Board and Management) over the weight of 50 pounds are allowed to reside in the building.

#### **ENTRY**

1. **The Building Management shall retain a master key permitting access to each Residence Unit. The Key will be used only as specified in these Rules or the Declaration. No Resident shall alter any lock on any door leading into his or her Residence Unit without prior consent of the Building Management.**
2. **Each Resident shall grant the right of entry to the Board, Building management, Courtesy Patrol, Police or Fireman in case of an emergency originating in or Threatening his or her Residence Unit, another Resident Unit or any Common Area without regard to whether the Resident is present at the time.**

3. The Board and the Building management or any contractor or workman Authorized by the Board or Building Management may enter any Residence Unit at any reasonable hour of the day on reasonable notice to the Resident for purpose of inspecting such Residence Unit for the presences of any vermin, insects or other pests.
4. Residents shall inform the Management in writing of authorized entry for their household employees and designees.

### **RECREATIONAL FACILITIES**

1. The swimming pool, exercise room and Bar-b-que area shall only be used by Residents and their guests. Residents and their guests shall comply with rules for the use of such recreational facilities posted in the areas of such facilities and no Resident shall permit his or her guests to use the recreational facilities unless accompanied by the Resident. **NO GLASS ALLOWED! PLASTIC OR CANS ONLY!**
2. **SWIM AND EXERCISE AT YOUR OWN RISK.** There is no lifeguard or gym trainer on duty.
3. Swimming pool will be restricted to the hours of 5:00 a.m. until 11:pm p.m. and the exercise room will be open 24 hours a day.
4. Children under the age of 16 **MUST** be accompanied by a parent or authorized adult Resident to the pool , exercise room, and party room.
5. Residents are responsible for their guests/children at all times.
6. Residents and guests using these facilities will dispose of all refuse in trash containers and keep the area clean and orderly. **NO GLASS ALLOWED**
7. Music being played loud enough to disturb other Residents occupying the area Will not be permitted.
8. Residents wishing to entertain guest in the pool area must notify in advance the Building Management.
9. Shoes and bathing cover-ups must be worn when traveling to the pool and returning to the Residence Unit.
10. The Council, Building Management, and Council employees are not responsible for the loss of personal property or injury in any of the recreational areas, even if caused in whole or in part by the negligence of Council of its employees.
11. No food or drink allowed in the exercise room other than plastic water bottles.

## **PARTY ROOM/MEETING ROOM/CARDROOM**

1. **A RESERVATION for the use of the PARTY ROOM is required** and must be made through the Building Manager at least 24 hours in advance but not more than 90 days in advance.
2. A security deposit of three hundred dollars (\$300) shall be required to hold the reservation for any function in the party room.
3. **The Resident must be present at the function and will be held responsible for all actions of any guest, servers, employees, agents and invitees, and for any damages to carpeting and or furnishings, and shall exercise due care to minimize noises so as not to disturb other Residents.** The party shall be contained within the room and NOT allowed to extend into the hallways or lobby. **NO SMOKING ALLOW!**
4. The number of occupants shall be limited to one hundred (100) persons except in the case of the Council or Co-owners.
5. **FOLLOWING ANY FUNCTION IN THE PARTY ROOM, THE RESIDENT SHALL BE RESPONSIBLE FOR CLEANUP.** If a morning or afternoon function is held, the room will be put in orderly condition, cleaned and vacuumed immediately following the function. When a function is held in the evening, the clean up work will be completed by the Resident no later than 10:00 a.m. the following day. Housekeeping personnel are available upon request at an hourly rate to be determined by the building Management. If the condition of the room following the party is not the same as prior to the party then housekeeping will clean the room and any charges incurred will be deducted from the deposit.
6. Depending on the type of function, or if the Building Management deems it necessary, the Resident may be required to hire a security guard to be on duty in the party room from one half hour before the party officially begins until the guests have departed. There will be a charge for this security guard, and arrangements for securing the services of said security guard shall be made through the Building Management.
7. A guest list shall be left at the front desk prior to the function, and the Building Management shall be notified of any changes to the guest list. All guest shall Sign our guest book. Personal ID may be required.

## **LEASES AND THE FIRST RIGHT OF REFUSAL**

1. All tenants and landlords will be required to have a lease in effect during all periods of residency that will have a minimum term of twelve (12) months. Month to month lease agreements are not acceptable and Residents are not allowed to lease out their unit(s) for special events.
2. All new tenants/leases will be required to complete a residency application and submit the application along with a NON-REFUNDABLE application fee of \$250.00 which will be reviewed by the Board of Directors and either approved or rejected.

3. In the event that either tenants or landlords become breach of the lease agreements, The Board of Directors may exercise its rights under the Declarations and enforce performance of the lease.
4. No lease will be valid unless the written approval of the Board of Directors is granted in the form of the Waiver of Right of First Refusal and consent to lease.
5. The Oxford Council of Co-owners has the Right of First Refusal to purchase or lease any unit that becomes available for sale or lease within the Oxford.  
Prior to placing your unit for sale or lease it is required to contact the Building Management and Board of Directors. It is necessary to receive the written approval of the Board of Directors granted in the form of a Waiver of Right of First Refusal regarding a bona fide offer.

### FINANCE

1. Monthly fees are due at the first of the month. They will be considered late after the 15<sup>th</sup> of the month. A late fee of \$50.00 will be charged on any fees after that date. A \$50.00 fee will be charged for insufficient funds.
2. In the event that an absence of any nature should occur or any special problems it is the responsibility of the Resident to contact Management immediately in an attempt to resolve the problem.
3. At the time of any sale of a Residence Unit in the building, a non refundable deposit to the reserve fund equivalent to two(2) months current maintenance assessments for the Residence Unit will be paid to the Council at closing for the escrow account. This is in addition to one months prepaid maintenance fee due and payable on or before the first of every month.
4. In order for someone to lease a unit in the Oxford a non-refundable \$250.00 application fee is required for each new tenant/resident.
5. In order to sell a unit in the Oxford, a non-refundable \$50.00 condo resale certificate fee is required. In addition there will be a non-refundable transfer fee in the amount of \$150.00 due and payable at closing.
6. If new owners request the Documents and By Laws, it is an additional charge of \$100.00 non-refundable.
7. No sales or lease will be held valid unless the written approval of the Board of Directors is granted in the form of the WAIVER OF RIGHT OF FIRST REFUSAL and Consent to sell or lease.



**AMENDED COMMUNITY  
RULES AND REGULATIONS FOR  
TENANTS AND OWNERS**

That Paragraph 11 of the Pet Policies section of the Community Rules and Regulations for Tenants and Owner be amended by deleting in its entirety Paragraph 11 of the Pet Policies section which recites:

**PROVISION TO BE DELETED:**

11. Each pet owner shall provide, at the time of application, a current picture and name of their pet(s) and shall pay to the Oxford a **NON-REFUNDABLE REGISTRATION FEE of \$500.** This fee applies to cats, dogs and birds.

and by substituting in lieu thereof the following:

**NEW PROVISION TO BE SUBSTITUTED:**

11. Each pet owner shall provide, at the time of application, a current picture and name of their pet(s) and shall pay to The Oxford a **NON-REFUNDABLE REGISTRATION FEE OF \$150.00.** This fee applies to cats, dogs and birds. No exotic animals allowed.

All provisions of the Community Rules and Regulations for Tenants and Owners recorded under Harris County Clerk's File No. V648693 not specifically referenced herein shall remain in full force and effect.

ANY PROVISION HEREIN WHICH REST  
THE SALE, RENTAL, OR USE OF  
DESCRIBED REAL PROPERTY BECAUSE  
COLOR OR RACE IS INVALID  
UNENFORCEABLE UNDER FEDERAL LA

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number  
Sequence on the date and at the time stamped hereon by me; and was  
duly RECORDED, in the Official Public Records of Real Property of  
Harris County, Texas on



July 12, 2004

*Beverly B. Taylor*

COUNTY CLERK  
HARRIS COUNTY TEXAS

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**EXHIBIT "A"**

U707598

10/31/00 101446583 U707598

\$10.00

**CERTIFICATE OF FIRST AMENDMENT  
TO THE BYLAWS OF  
THE OXFORD COUNCIL OF CO-OWNERS**

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned, being the Declarant as set forth and described in that certain "The Oxford - Declaration of Condominium", filed for record in Volume 117, Page 66 of the Condominium Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration") does hereby certify that the following is a true and correct copy of amendment to the Bylaws of The Oxford Council of Co-Owners, dated as of the date shown below, as adopted and approved by the Declarant pursuant to Article XI Section 11.4 of the Declaration:

**FIRST AMENDMENT TO THE BYLAWS  
OF THE OXFORD COUNCIL OF CO-OWNERS**

RESOLVED, that Article II, Section 2.01 of the Bylaws be deleted in its entirety, and the following Article II, Section 2.01 be substituted in lieu thereof:

**"2.01. Annual Meetings.** The first meeting of the members of the Council shall be held when called by the initial Board upon ten (10) days written notice to the members. Such written notice may be given at any time but must be given not later than thirty (30) days after at least ninety-five percent (95%) of all of the Residence Units have been sold by the Declarant, a deed therefor recorded and the purchase price paid. Thereafter, an annual meeting of the members of the Council shall be held in the Building or at such other place as may be designated by the Board at 8:00 o'clock p.m. on the third Thursday in January of each calendar year (or the first business day thereafter if such day is a governmental or religious holiday); provided, however, that the first annual meeting after the date of this amendment shall be held on the

third Thursday of January 2002. At the discretion of the Board, the annual meeting of the members of the Council may be held at such other reasonable time (not more than sixty (60) days prior to or subsequent to the aforesaid date) as may be designated by written notice of the Board delivered to the members not less than ten (10) nor more than sixty (60) days before such date fixed for said meeting."

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 24th  
day of October, 2000.

**DECLARANT**

RMH/OXFORD JOINT VENTURE, a Joint Venture, acting herein by its undersigned Venturers:

Iakim Oxford International Development Corporation N.V., d/b/a Oxford International Development Corporation, a Netherland Antilles corporation

By: K. Gregory Erwin  
Name: K. Gregory Erwin  
Title: Attorney-in-fact

GALLERIA CONDOMINIUM, I, LTD., a Texas limited partnership

By: Randolph M. Henry  
Randolph M. Henry  
General Partner

By: Bruce M. Cameron, Jr.  
Bruce M. Cameron, Jr.  
General Partner

FILE FOR RECORD  
8:00 AM

OCT 31 2000

Dorothy L. Kayman  
County Clerk, Harris County, Texas

THE STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on the 24th day of October, 2000, by H. Grayson of lakim Oxford International Development Corporation N.V. d/b/a Oxford International Development Corporation, a Netherland Antilles corporation, on behalf of said corporation in its capacity of venturer of RMH/Oxford Joint Venture, a joint venture, Declarant.

REDUCTIO

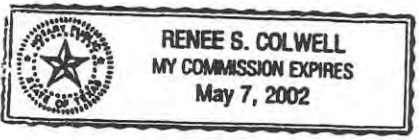
Theresa L. McDaniels
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of October, 2000, by Randolph M. Henry, General Partner of GALLERIA CONDOMINIUM, I, LTD., a Texas limited partnership in its capacity of venturer of RMH/Oxford Joint Venture, a joint venture, Declarant.

Renée S. Colwell
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 24th day of October, 2000, by Bruce M. Cameron, Jr., General Partner of GALLERIA CONDOMINIUM, I, LTD., a Texas limited partnership in its capacity of venturer of RMH/Oxford Joint Venture, a joint venture, Declarant.

Renée S. Colwell
Notary Public in and for the State of Texas



PLEASE RECORD AND RETURN TO:
Richard C. Lievens
Frank, Elmore, Lievens, Chesney & Turek
808 Travis Street, Suite 2600
Houston, Texas 77002



'8078

OF CO-OWNERS

BY-LAWS

F 1 PAGES

DESIGNATION MRG1

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL  
PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time  
indicated herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris  
County, Texas on

OCT 31, 2000



*Dorely L. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



## **THE OXFORD COUNCIL OF CO-OWNERS**

### **Front Desk Entry Policy**

All Parties entering through the front doors of the building must be addressed by the concierge.

All contractors, including helpers, must sign in and receive a contractor's badge from the concierge. Contractor must surrender a photo ID to the concierge, which is returned when the badge is returned.

Contractors working for The Oxford must sign a Daily Work Report form that will be provided by Oxford that requires a description of the work and the hours logged.

Housekeepers, maids, nurses, and other domestics must sign in at the front desk. They must surrender a photo ID to be issued a key, which is returned when the key is returned.

Food and other delivery persons must also surrender a photo ID and receive a badge, in order to enter the building.

Residents must be informed of all guests upon arrival before guests can be allowed into the building. Residents may call down to the front desk to authorize entry of guests before they arrive.

Concierges will maintain the privacy of the residents. No information regarding a resident is to be given out without permission, even to a process server wishing to serve papers to a resident. The exceptions are Policemen, Sheriffs, Marshals & Constables. Non-residents are not to be told whether a resident resides here or is currently present on the property, without the permission of the resident.

All residents must update the "Authorized List" form that is on file.

## **ACKNOWLEDGMENT**

I, \_\_\_\_\_, have read and received a copy of the Front Desk Entry Policy. I have been allowed the opportunity to contribute to its content, make additions, and ask questions. I hereby accept the policy as written.

---

Signature

Date

## List of Resolutions Passed by the Board

Date Updated: 10-Dec-18

Item	Resolution Date	Resolution	Recorded in Mtng of	Remarks
1	2-May-17	Approved: 1. Fire inspection 2. Repair leak roof level 3. Fire extinguishers – 3 year occupancy fire hydro test to be done by Classic as addition to existing contract	12-Dec-18	
2	3-May-17	Approved for Western Specialty Contractor to repair spalled areas on concrete on north parking deck and install sika urethane vehicular traffic coating plus columns in carport areas	12-Dec-18	
3	8-May-17	Approved to amend contract with Collaborative Design Group \$5640	12-Dec-18	
4	8-May-17	Approved Open records policy (was rushed due to Abu-Rish)	12-Dec-18	
5				
6	31-May-17	Approved to terminate contract w/Systems Cleaning & hire 2 housekeepers	12-Dec-18	
7	31-May-17	Approved Repair elevator 1	12-Dec-18	
8	19-Jun-17	Approved Proposal to repair pool \$1560. Leak detection was \$600	12-Dec-18	
9	21-Jun-17	Approved cameras	12-Dec-18	See also 1-May-2017 Minutes
10	1-Sep-17	Approved short term leases of condos in the building due to the rental needs caused by Harvey and restricted for September and ends October 2017	12-Dec-18	
11	13-Sep-17	Approved to purchase 3 pumps (\$7042.95), larger replacement pump \$2822.92 and 2 additional Gould electrical pumps at \$2110 each	12-Dec-18	
12	14-Sep-17	Approved option 6F for unit 102 and for CDG to proceed with incorporating the design into the full lobby level plan	12-Dec-18	
13	28-Sep-17	Approved to provide notice to Schindler Elevator of cancellation of current services agreement	12-Dec-18	
14	28-Sep-17	Approved insurance \$109,964.10	12-Dec-18	
15	31-Oct-17	Approved hiring Willbanks boiler maintenance	12-Dec-18	
16	10-Nov-17	Approved hiring Canady & Canady	12-Dec-18	
17	15-Nov-17	Approved to pay Schindler \$10,608.52	12-Dec-18	
18	11-Jan-18	Approved the 12/14/17 minutes	12-Dec-18	
19	19-Jan-18	Approved Comtel card reader	12-Dec-18	See also 1-May-2017 Minutes
20	27-Jan-18	Approved Schindler elevator service contract for 3 year term	12-Dec-18	See also 1-May-2017 Minutes
21	1-Feb-18	Approved Level B attendant glass room to be done by Meyerland	12-Dec-18	
22	10-Feb-18	Approved Domestic water pump Motor & drive replacement to be done by Zema	12-Dec-18	
23	11-Feb-18	Approved Air handler drive replacement and coil cleaning, \$5,000 CFI option	12-Dec-18	
24				
25	22-Feb-18	Approval accepted for the RSI bid for exterior rehab	12-Dec-18	
26	27-Mar-18	Approval to convert 102 into common space	12-Dec-18	See also 1-May-2017 Minutes
27	17-Apr-18	Approved collections policy	12-Dec-18	See also 1-May-2017 Minutes

Item	Resolution Date	Resolution	Recorded in Mtng of	Remarks
28	17-Apr-18	Approved the minutes for the 3/28/18 meeting	12-Dec-18	
29	2-May-18	Approved the 2017 Draft Audit	12-Dec-18	
30	4-May-18	Approved the purchase of a plumbing tool not to exceed \$3500.	12-Dec-18	
31	7-May-18	Approved the Pet Policy	12-Dec-18	See also 1-May-2017 Minutes
32	7-May-18	Approved the Open Records Policy	12-Dec-18	See also 1-May-2017 Minutes
33	7-May-18	Approved the Rules and Regulations Policy	12-Dec-18	See also 1-May-2017 Minutes
34	20-May-18	Approved the Mustang CAT proposal, attached, for emergency generator maintenance 2 x per year.	12-Dec-18	See also 1-May-2017 Minutes
35	20-May-18	Approved AMS bid, attached, regarding pump lines and pump.	12-Dec-18	
36	20-May-18	Approved the purchase of tile for remodeling the lobby in the amount of \$13,000.	12-Dec-18	
37	20-May-18	Approved changing Sergio Garcia from an hourly employee to a salaried employee.	12-Dec-18	
38	20-May-18	Approved changing Alfredo Garcia from an hourly employee to a salaried employee.	12-Dec-18	
39	12-Jun-18	Board approved a proposal from Roberson Construction 6/12/18	12-Dec-18	
40	18-Jun-18	Approved to reinstate Gallagher as The Oxford insurance carrier replacing BCH	12-Dec-18	
41				
42	28-Jun-18	Board agreed on a proposal from Lange Mechanical for maintenance of various equipment 6/28/18	12-Dec-18	
43	29-Jun-18	Approved Lange scheduled service agreement mechanical services	12-Dec-18	
44	1-Jul-18	Approved borrowing \$100,000 from our current bank	12-Dec-18	
45				
46	13-Jul-18	Approved contract by NASH to maintain the fitness equipment	12-Dec-18	
47	29-Jul-18	Approved bid from KenMor for electrical work related to the elevators (recall signal wiring) in the amount of \$7,426.00	12-Dec-18	
48	5-Aug-18	Board approved a proposal from Milari contractors for flooring construction in the lobby 8/5/18	12-Dec-18	
49	16-Aug-18	Board approved form for conveyance of trustee for Association to attorney 8/16/18	12-Dec-18	
50	16-Aug-18	Board agreed to remove material from the planters at the entrance 8/16/18	12-Dec-18	
51	22-Aug-18	Approved new security camera update: in this updated quote, we will provide 16 cameras in total including a 3 year warranty on all the equipment.	12-Dec-18	
52	22-Aug-18	Approved consent for renovations to Marek proposal which will include ceiling, furdawn, & electrical wiring for approximately \$14,000.	12-Dec-18	
53	22-Aug-18	Approved consent for landscaping bid by JB Landscape Design to begin fall/mid-October for West side (front door) 4 planters & 2 parking lot planters	12-Dec-18	
54	29-Aug-18	Approved motion to purchase green series treadmill for \$3512.81 which includes the \$500. credit for the old Sole treadmill.	12-Dec-18	



Item	Resolution Date	Resolution	Recorded in Mtng of	Remarks
55	30-Aug-18	Approved motion to accept the Mayfield Electric bid for electrical work related to the elevators for \$4,636.90. The Kenmore bid that was previously accepted by the BOD will be replaced by this one.	12-Dec-18	
56	11-Sep-18	Approved Classic Protection bid to correct deficiencies in sensitivity test for the fire system for \$4792.00 not including tax	12-Dec-18	
57	14-Sep-18	Approved to dissolve the Architectural and Design Committee effective immediately	12-Dec-18	
58	20-Sep-18	Approved Olshan contract for \$3200 which is to inject urethane into the voids around the swimming pool.	12-Dec-18	
59	26-Sep-18	Approved Gallagher insurance proposal	12-Dec-18	
60	25-Oct-18	Approved to decline management services offered by 1st Service	12-Dec-18	
61	9-Nov-18	Approved electricity proposal by Our Energy	12-Dec-18	
62	17-Nov-18	Approved to hire Randall Management	12-Dec-18	



**THE OXFORD COUNCIL OF CO-OWNERS**

**UPDATED - COLLECTION POLICY AND PAYMENT APPLICATION  
GUIDELINES**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

WHEREAS, the property encumbered by these Updated Collection Policy and Payment Application Guidelines (the "Guidelines") is that property restricted by the Declaration of Condominium for The Oxford, recorded under County Clerk's File No. G955313 in the Official Public Records of Real Property of Harris County, Texas, as amended from time to time ("Declaration"); and

WHEREAS, pursuant to Section 82.102(a) (12) and (13) of the Texas Uniform Condominium Act, the Board of Directors (the "Board") of The Oxford Council of Co-Owners ("Council") hereby adopts these Guidelines for the purpose of establishing a uniform and systematic procedure to collect assessments and other charges of the Council; and

WHEREAS, the Guidelines will replace the Collection Policy adopted by the Board of Directors on April 27, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT the Council does hereby adopt the Updated Collection Policy and Payment Application Guidelines listed below, which shall run with the land and be binding on all owners and Units within The Oxford.

**I. DEFINITIONS**

**Capitalized terms used in this Policy have the following meanings:**

1. Assessment - Collectively, Common Expense Charges (payable to the Council on a monthly basis), Special Assessments, and all other charges which an Owner is required to pay to the Council pursuant to the provisions of the Declaration or applicable law. As provided in Section 82.112 of the Texas Property Code (the Texas Uniform Condominium Act), Assessments includes sums charged to an Owner, such as costs incurred by the Council to make necessary repairs for which the Owner of the Unit is responsible or costs for services provided by the Council for the benefit of the Owner.
2. Dedictory Instrument - Each document governing the establishment, maintenance or operation of the Condominium, as that term is more particularly defined in Section 202.001(1) of the Texas Property Code.
3. Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

**II. COLLECTION POLICY AND PAYMENT APPLICATION GUIDELINES**

1. Due Date. The Common Expense Charge is due and payable monthly in advance on the first day of each calendar month during the year for which the Common Expense Charge is assessed. Special Assessments are due on the date stated in the notice of assessment or, if no date is stated in the notice, within ten (10) days after the date an invoice for the Special

Assessment is submitted to the Owner. As provided in the Declaration, if the Common Expense Charges due on a Unit become delinquent, the Council may, but is not obligated to, accelerate the Common Expense Charges and declare all Common Expense Charges for that year to be due and payable.

2. Cost Recovery. Each Assessment, together with interest, costs, late charges and reasonable attorney fees are secured by a continuing lien upon each Unit and is the personal obligation of the Owner. Costs of collection include, without limitation, reasonable attorney fees and costs incurred by the Council for sending collection notices/letters.
3. Delinquency Date. The delinquent date for Common Expense Charges is fifteen (15) days after the Due Date. The delinquent date for Special Assessments is ten (10) days after the Due Date.
4. Notices. All notices sent to the Owner must include the amount then due.
5. Statements. The Council may send one or more statements showing the amount due to an Owner prior to sending the Final Delinquent Notice described below.
6. Final Delinquent Notice. In the event that an Assessment remains unpaid for a period of forty-five (45) days from the Due Date, the Council will, before referring a delinquent account to the Council's attorney, send a final notice to the Owner in default. The final notice will set forth the following information:
  - a. Amount Due: A summary of delinquent Assessments, interest, late charges and other amounts due;
  - b. Voting Rights Suspension: Notice that the Board may suspend the Owner's right to use amenities during the period in which the Owner's account remains delinquent; and
  - c. Attorney Fees: An explanation that the delinquent account will be referred to legal counsel for collection and that the Council will incur reasonable attorney's fees, for which reimbursement from the Owner will be sought.
7. Interest. Per the Declaration, for any Assessment that becomes delinquent, the Council may charge interest from the Due Date at the rate of ten percent (10%) per annum until paid.
8. Late Charge. For each month in which an Assessment is delinquent, in whole or in part, as of the fifteenth (15th) day of the month, a late charge in the amount of \$150.00 may be assessed against the non-paying Owner and the Owner's Unit. Provided that, no late charge will be imposed if the account balance is \$200.00 or less.
9. Dishonored Checks. Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Council. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of up to \$55.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Council may initiate or continue collection activity. If a dishonored check notice is not sent, the Council may proceed with collection activity immediately. In addition to the dishonored check fee

charged by the Council, any bank fee(s) or any other type of fee(s) charged to the Council because of the dishonored check will be charged against the Owner's account and the amount of the dishonored check will be reposted to the Owner's account. An Owner is responsible for all charges and fees incurred by the Council as a result of a dishonored check.

10. Application of Payments. All payments received by the Council will be toward the delinquent account in the following order: 1) attorneys' fees and costs; 2) delinquent assessments; 3) current assessments; 4) fines; 5) damage or repair chargebacks; and 6) any other amount owed to the Council, including late fees and interest. The Management Company and Law Office may charge reasonable fees to establish and monitor payment plans. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Council's right to collect the full outstanding balance due on said Owner's account.
11. Owner's Mailing Address. It is the responsibility of each Owner of a Unit to provide the Owner's current mailing address to the Council and to promptly notify the Council in the event the Owner's mailing address changes. In order to be effective, notice of the Owner's mailing address or a change of the Owner's mailing address must be mailed to the Council by any method of mailing for which evidence of receipt of such mailing by the Council is provided by the United States Postal Service or a common carrier. It is the Owner's responsibility to maintain evidence of receipt by the Council of Owner's notice of address change. The Council may, at its discretion, accept a notification of a change in an Owner's mailing address sent by email or by regular mail; however, an Owner who disputes the mailing address set forth in the Council's records must be able to prove that the Owner sent an address change notification and that the Council acknowledged the receipt of the notice in some written form. Unless the Council is otherwise notified in writing, the Owner's mailing address will be deemed to be the address of the Owner's Unit in the Condominium or the last alternative mailing address provided to the Council by the Owner in accordance with this Section. All notices to an Owner pursuant to this Policy will be mailed to the Owner at the Owner's last known mailing address according to the records of the Council. If mail to an Owner is returned undelivered, or the Council otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Council has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or obtain the Owner's current mailing address. Any costs incurred by the Council to verify an Owner's current mailing address or obtain an Owner's current mailing address will be, to the extent permissible under the Council's Dedicatory Instruments and law, be charged to the Owner. The failure of an Owner to receive a notice or to properly notify the Council of a change in an Owner's mailing address will in no way waive or negate the Owner's obligation to pay any Assessment or other charges authorized by the Declaration or law.
12. Referral of Account to Council's Attorney. If an account remains delinquent after the period specified in the Final Delinquent Notice for payment the account will be referred to the Council's attorney for collection. Upon referral of the account to the Council's attorney, the attorney is authorized to take whatever action is necessary to collect the amount due including, but not limited to, sending a demand letter and thereafter instituting a non-judicial foreclosure action. In the event an Owner files bankruptcy, the Council's attorney may file all necessary claims, objections and motions in the bankruptcy court and monitor the bankruptcy proceeding to protect the Council's interests.

13. Required Action. Except as may be required by the Declaration or by law, the Council is not required to take any of the actions set forth in this Policy. The Council's Board of Directors has the authority to evaluate each delinquent account on a case-by-case basis as it deems reasonable and appropriate. However, it is the objective of this Policy to collect Assessments and other sums owed to the Council in a uniform manner.

This Collection Policy replaces and supersedes any previous collection policy, if any, adopted by the Council.

### **CERTIFICATION**

I, the undersigned, being the President of The Oxford Council of Co-Owners, hereby certify that the foregoing policies and guidelines were adopted by at least a majority of The Oxford Council of Co-Owners' Board of Directors.

Approved and adopted by the Board of Directors on the \_\_\_\_\_ day of March 2023.

\_\_\_\_\_, President of The  
Oxford Council of Co-Owners

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, President of The Oxford Council of Co-Owners, 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 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 \_\_\_\_\_ day of March 2023.

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

#### **After Recording, Return To:**



6548 GREATWOOD PKWY.  
SUGAR LAND, TX 77479

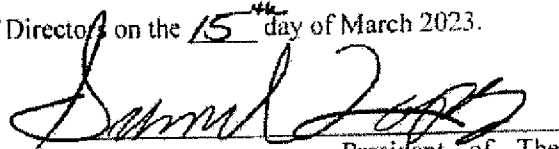
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This Collection Policy replaces and supersedes any previous collection policy, if any, adopted by the Council.

### CERTIFICATION

I, the undersigned, being the President of The Oxford Council of Co-Owners, hereby certify that the foregoing policies and guidelines were adopted by at least a majority of The Oxford Council of Co-Owners' Board of Directors.

Approved and adopted by the Board of Directors on the 15<sup>th</sup> day of March 2023.

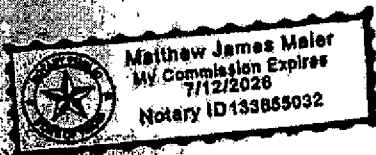
  
\_\_\_\_\_, President of The  
Oxford Council of Co-Owners

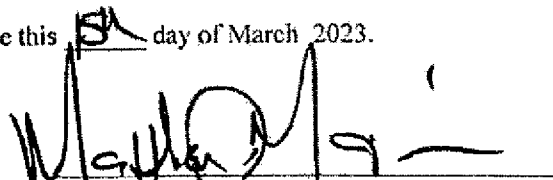
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared, Samuel Lopez, President of The Oxford Council of Co-Owners, 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 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 15 day of March, 2023.



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

RETURN TO:



SEARS  
BENNETT  
& GERDES, LLP

6548 GREATWOOD PKWY.  
SUGAR LAND, TX 77479

SDGNC 000000

RP-2023-104124



RP-2023-104124  
# Pages 6  
03/24/2023 02:23 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$34.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2023-104124

**AMENDED LEASING AND OCCUPANCY POLICY**  
*for*  
**THE OXFORD COUNCIL OF CO-OWNERS, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS      §

**RECITALS**

1. RMH/OXFORD JOINT VENTURE, a joint venture composed of Iakin Oxford International Development Corporation N.V., a Netherlands Antilles corporation, and Galleria Condominium I, Ltd., a Texas Limited Partnership, a Texas limited partnership, as Declarant, caused the "The Oxford Declaration of Condominium" (the "Declaration") to be recorded in Volume 117, Page 66, *et seq.* of the Condominium Records of Harris County, Texas, as amended, which instrument imposes various easements, covenants, conditions and restrictions on The Oxford Condominiums.
2. Article IX of the Declaration provides various restrictions on leasing of Residence Units, including, but not limited to: (i) if an Owner is desirous of leasing his or her Residence Unit, the Council is given and granted the right-of-first refusal to lease the Residence Unit; (ii) no Owner of a Residence Unit shall lease the same to any party without first giving the Council notice in writing of such proposed lease and giving the Council the opportunity to determine whether it will exercise its right-of-first-refusal; (iii) if the Council desires to exercise its option to lease a Residence Unit on the same terms and conditions, then the Board shall notify the Owner of said Residence Unit of the exercise of its option in writing by registered or certified mail within fourteen (14) days from the date of receipt by the Board of the Owner's notice; (iv) no Residence Unit shall be leased unless the terms and provisions of such lease specifically provide that such Residence Unit may not be sublet to or be occupied by persons other than those named in the required notice; and (v) any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Residence Units and the Common Elements set forth in this Declaration, the By-laws, Rules and Regulations promulgated hereunder and the laws of the State of Texas.
3. A majority of the members of The Oxford Council of Co-Owners approved an amendment to the Declaration, which is recorded in the Condominium Records of Harris County under film code 185140. Section 3.12 of the Declaration, as amended, states, "The Council, acting through its Board, may...(g) adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification, and appearance of the Residence Units and Common Elements, to the extent the regulated actions affect the Common Elements or Other Residence Units."
4. A majority of the members of the Board of Directors approved the adoption of a document titled "Rules and Regulations for Residents and Owners April 2018," which document is recorded in the Condominium Records of Harris County Texas under Clerk's file number

RP-2018-202618, and contains additional restrictions concerning the leasing of Residence Units, included, but not limited to, (i) all renting residents and landlords will be required to have a lease in effect during all periods; (ii) all leases will be required to have a minimum term of twelve (12) months; (iii) Owners that lease a Residence Unit for less than twelve (12) months will be subject to a \$1,000.00 fine; (iii) all prospective tenants will be required to complete a residency application to be submitted to the Board of Directors along with a \$250.00 non-refundable application fee; and (iv) no lease will be valid and legally binding unless approved in writing by the Oxford in the form of the waiver of the right-of-first-refusal and consent to lease.

5. Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "Act") authorizes the Association's Board of Directors ("Board") to Adopt and amend rules regulating the use, occupancy, leasing or sale of Condominium Residence Units and General Common Elements.
6. Pursuant to the Declaration, as amended and the Act, the Board hereby adopts this Policy for the purposes of establishing and amending rules and regulations for the leasing and occupancy of Condominium Residence Units located within the Oxford Condominiums.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within The Oxford Condominiums. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in the Oxford Condominiums.

All capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

# THE OXFORD COUNCIL OF CO-OWNERS, INC.

## LEASING AND TENANCY RESTRICTIONS AND POLICIES

### I. Administration: Enforcement: Effective Date

- 1.1 Lease Review Requirement: No property within the Association may be leased to any individual, group or legal entity until the proposed lease is submitted by the Residence Unit Owner to the Board of Directors for review and approval. Residence Units which are leased within the Association without approval under this policy are considered in violation of these policies, and the Owner of such Residence Unit will be subject to monetary and civil penalties.
  - 1.1.1 "Lease" means any agreement between an Owner and a Tenant that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Condominium Residence Unit. As provided *supra*, all Leases must be in writing. To the extent an Owner and Tenant attempt to utilize and "oral" lease, whether in attempt to bypass some or all of the provisions of these policies or not, such oral lease will be considered non-compliant, and the Owner will be subject to monetary and civil penalties.
  - 1.1.2 "Tenant" shall be defined a person or entity who is authorized by a Lease to occupy a Residence Unit within the Association. The term Tenant shall also include any person or entity who occupies a Residence Unit whether or not that individual occupant's name is on the Lease.
- 1.2 Violation and Notice: Upon discovery of a violation of these policies or other governing documents by an Owner or tenant, the Association's Managing Agent or legal counsel for the Association shall provide written notice to the Owner and/or tenant of record. Such notice shall request the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that a fine will be imposed in accordance with Association policies unless the recipient requests a fine review meeting with the Board of Directors. A request for review must be submitted in writing not later than thirty (30) days from the date of the violation notice sent to the Owner of record and/or tenant of the Residence Unit. Such request shall be in writing, dated, and directed to the Managing Agent. The response must state at least generally all reasons for the review. The respondent will have ten minutes to verbally present their request for review to the Board. The Board in its sole discretion has the power to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision(s) will be issued to the Owner within (30) thirty days of the review meeting.
- 1.3 Enforcement: **POLICIES WILL BE ENFORCED BY THE ASSOCIATION AND/OR THE PROPERTY MANAGEMENT COMPANY ("MANAGING AGENT") OR LEGAL COUNSEL EMPLOYED BY THE ASSOCIATION.**

- 1.3.1 Fines: In the event of a violation of any term or provision of this Policy, and subject to any notice requirement imposed by law, the Association may levy an initial fine of up to \$1,000.00 for each violation. Any fine levied under this policy will be considered an assessment against the Condominium Residence Unit that is secured by the continuing lien on the Condominium Residence Unit. The Board is authorized, at its sole discretion, to impose a lesser fine, or no fine at all, for a violation of this Policy. The fines described in this paragraph are in addition to, not in lieu of, any other remedy the Association may have to pursue a violation of this Policy and in no way estops the Association from pursuing any other legal remedy to enforce this Policy or the Association's dedicatory instruments.
- 1.4 Amendments: These policies are subject to amendment by a majority of the Board of Directors.
- 1.5 Effective Date: These policies shall be effective from and after the date of filing.

## **II. Leasing of Residence Unit Within the Association**

- 2.1 Right of First Refusal: Pursuant to Article IX of the Declaration, every owner desirous of leasing his or her Residence Unit within the Association must comply with the following terms and provisions:
- (i) If an Owner is desirous of leasing his or her Residence Unit, the Council is given and granted the right-of-first refusal to lease the Residence Unit;
  - (ii) No Owner of a Residence Unit shall lease the same to any party without first giving the Council notice in writing of such proposed lease and giving the Council the opportunity to determine whether it will exercise its right-of-first-refusal;
  - (iii) If the Council desires to exercise its option to lease a Residence Unit on the same terms and conditions, then the Board shall notify the Owner of said Residence Unit of the exercise of its option in writing by registered or certified mail within fourteen (14) days from the date of receipt by the Board of the Owner's notice;
- 2.2 Required Lease Provisions: Pursuant to Article IX of the Declaration, every lease of a Residence Unit within the Association must be in writing and shall be subject to the following terms and provisions:
- (i) The terms and provisions of any lease must specifically provide that such Residence Unit may not be sublet to or be occupied by persons other than those named in the required notice; and



- (ii) any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Residence Units and the Common Elements set forth in this Declaration, the By-laws, Rules and Regulations promulgated hereunder and the laws of the State of Texas.

## 2.3 Prohibition of Short-Term Rentals:

- 2.3.1 All leases will be required to have a minimum term of twelve (12) months.
- 2.3.2 No lease shall be for hotel or transient purposes.
- 2.3.3 Utilization of any Residence Unit within the Association for "short-term rental" services such as AirBnB, VRBO and the like will be considered a lease for hotel or transient purposes, and all such rentals are expressly prohibited.

## 2.4 Lease Notice; Prior Approval of Lease Required:

- 2.4.1 No Residence Unit within the Association may be leased unless and until the Board of Directors has received the Acknowledgement attached as Exhibit "A", signed by all Owners and potential tenants and has approved the lease in writing.<sup>1</sup> At least twenty (20) days prior to the intended effective date of any tenancy, the Board of Directors or Managing Agent shall be provided with:
  - (1) a notice of intent to lease, including a "Contact Information Statement" setting forth the names(s), forwarding address(es) and business and Residence Unit telephone numbers of the lessor(s) and the name and relationship to lessor(s) of all persons 18 years of age and older who will actually occupy the leased Residence Unit; and
  - (2) a copy of the proposed lease to be utilized.
- 2.4.2 All prospective tenants will be required to complete a residency application. This application should be submitted along with a two hundred fifty dollar (\$250.00) non-refundable application fee to the Oxford for review.
- 2.4.3 The Owner is responsible for ensuring that all residents/occupants of each Residence Unit comply with all requirements of this policy. Failure by the Owner to comply with this policy will subject the Owner to fines as provided for in these rules.
- 2.4.4 The Board of Directors shall either approve or disapprove the proposed lease within fourteen (14) business days after receipt of the notice of intent to lease, including the Contact Information Statement, signed Acknowledgement and lease. Approval may be

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<sup>1</sup> No Owner is required to provide any documents or information in violation of any State or Federal laws. All Owners are responsible for redacting any confidential or protected information contained in the submitted lease.

conditional upon use and execution of a particular lease form or lease addendum(s), or such other reasonable conditions which may be required by the Board of Directors.

**2.5 Lease Review Criteria:**

2.5.1 The Board of Directors may consider the following criteria in determining whether to approve or disapprove a proposed lease.

- (1) Whether the lease or any provisions thereof violate any of the governing documents of the Association;
- (2) Whether the lease or any provisions thereof violate any State or Federal laws;
- (3) Whether the lease provides that compliance with the Association governing documents is mandatory, and provides for enforcement by the Association;
- (4) Whether the lease provides the Association with the right to pursue corrective action with the tenant, including eviction of the tenant from the premises for breach of the Association's governing documents.
- (5) Whether the potential occupants or tenants meet the criteria in Section III and IV of this policy.

2.5.2 The Association shall not gather, consider, request or collect any information on the following subjects:

- (1) Age
- (2) Color
- (3) Familial Status
- (4) Gender
- (5) Gender Identity
- (6) Marital Status
- (7) National Origin
- (8) Sexual Orientation
- (9) Physical Or Mental Disability
- (10) Race
- (11) Religion

**2.6 Sub-Leasing Prohibited:** Sub-leasing of Residence Units, in whole or in part, whether disclosed or undisclosed, is prohibited.

**III. Occupancy of Residence Unit**

- 3.1 Number of Occupants: No more than two (2) persons eighteen (18) years of age or older may occupy any Residence Unit for each bedroom within the Residence Unit. (e.g. 3 bedroom Residence Unit has a maximum occupancy of six adults).
- 3.2 Nuisance or Illegal Activity: No Residence Unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of neighboring Residence Units, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any Residence Unit or within any portion of the Association.
- 3.3 Commercial Use Prohibited: The Residence Units shall be used only for single family residential purposes, as private Residence Units, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care or any other commercial activities.
- 3.4 Background Checks Required: Along with their Notice of Intent to Lease and Contact Information Statement, all landlord / Owners must submit to the Association the results of a background check performed for each potential tenant aged 18 years or older. The background check must include information on (1) criminal record; (2) sex offender status; (3) evictions, liens and bankruptcies.

#### IV. Occupancy Restrictions

- 4.1 Certain Potential Tenants and Non-Owner Occupants Excluded: No Owner of any Residence Unit may rent, lease, or allow occupancy or residency of their Residence Unit by any non-Owner who meets any of the following criteria:<sup>2</sup>
- (1) Person(s) who have ever been convicted of any offense enumerated within Tex. Code. Crim. Proc. Article 42.12 § 3g;
  - (2) Person(s) who have been convicted of any felony offense within the last five (5) years;
  - (3) Person(s) who have been convicted of any (misdemeanor or felony) drug-related offense (including possession), within the last three (3) years;
  - (4) Person(s) who have been convicted of any (misdemeanor or felony) violent offense (including domestic assault), within the last five (5) years;
  - (5) Person(s) who have been convicted of any misdemeanor or felony offense involving violence to property within the last three (3) years;
  - (6) Person(s) who have ever been convicted of prostitution;

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<sup>2</sup> If more than one time period applies, use the longest applicable time period.

- (7) Person(s) who have ever been convicted of methamphetamine production;
  - (8) Person(s) who have ever been convicted of arson;
  - (9) Person(s) who are or have ever been listed on any State or Federal Sex Offender Registry;
  - (10) Person(s) who have been convicted of any misdemeanor or felony which in the opinion of the Board of Directors of the Association threatens the health, safety, and right to peaceful enjoyment of the property by other residents;
  - (11) Person(s) who have been previously evicted from any Residence Unit or lot within this Association;
- 4.2 The Association reserves the right to perform its own background check on any and all potential tenants by use of a commercial agency. However any such background check is for the benefit of the Association only. The results of the background check, if any, are not for the benefit of anyone other than the Association, and may not be relied upon or treated as any manner of guarantee, promise, or contract. The Association is not required to release the results of any background check.
- 4.3 The Association reserves the right to seek eviction of any tenant or non-Owner occupant within the Association who does not meet the criteria set forth in these policies, or who has violated the governing documents of the Association. All fees and costs associated with any such eviction will be assessed against the property Owner's account.

Adopted by vote of the Board of The Oxford Council of Co-Owners, Inc. at a meeting held  
on \_\_\_\_\_, 2021.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE OXFORD COUNCIL OF CO-OWNERS, INC.**

BY: \_\_\_\_\_

Printed name: \_\_\_\_\_, Director

BY: \_\_\_\_\_

Printed name: \_\_\_\_\_, Director

BY: \_\_\_\_\_

Printed name: \_\_\_\_\_, Director

BY: \_\_\_\_\_

Printed name: \_\_\_\_\_, Director

BY: \_\_\_\_\_

Printed name: \_\_\_\_\_, Director



STATE OF TEXAS           §

ACKNOWLEDGMENT

COUNTY OF HARRIS       §

          This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, as a Director of the Oxford Council of Co-Owners, Inc. on  
behalf of said Association.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS           §

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COUNTY OF HARRIS       §

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Notary Public in and for the State of Texas

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Inc. on behalf of said Association.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS           §

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behalf of said Association.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Return After filing to:

**LAMBRIGHT ★ MCKEE**  
940 Corbindale Rd.  
Houston, Texas 77024

## EXHIBIT "A"

### ACKNOWLEDGMENT OF OWNER / TENANT

#### **Owner Responsibility and Accountability**

Owners are completely and solely responsible and accountable for informing and educating themselves, family members, tenants, lessees, guests, individual property managers/realtors, employees and any other representatives or parties with all policies and all items contained in the Association's governing documents. Each Owner is responsible for their tenants, and any guests or visitors to the Residence Unit. Each Owner and tenant is responsible for their guests or visitors to the Residence Unit. Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorney's fees) any other costs which are assessed against the Owner's account in accordance with these policies or other governing documents. All members of the Association and their tenants, guests, licensees and invitees are required to adhere to the Association's governing documents.

#### **Acknowledgment of the "No Tolerance Policy"**

Except in case of an emergency, Owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. Owners and tenants may submit a written request to meet with the Board within thirty (30) days of receiving the violation notice to challenge the notice of fine. If a violation is not cured in accordance with the notice(s), the property manager will send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters with a grace period where applicable. The filing of an injunction lawsuit may follow. A thirty (30) day grace period will be allowed to pay all fines. Unpaid fines may be turned over to the Association's Attorney for legal collection. In addition to fines, violating Owners and tenants are responsible for payment of all compliance costs, including attorney's fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed \$3,500.00.

#### **Acknowledgment of the Policies**

All Owners and tenants must sign a copy of this acknowledgment form regarding the policies and return the signed copy to the Association management company. Failure to submit the signed form will result in a \$75.00 per week fine until such form is tendered to the Association, fully executed. A signed Acknowledgement must be submitted to the Association's management company no later than one week prior to the date of purchase of a Residence Unit within the association, or one week prior to the start date of a lease. A Lease must also be submitted for approval during the same period. Current Owners and tenants will have until \_\_\_\_\_, \_\_\_\_\_ to submit their signed Acknowledgment and Lease to the management company. Failure to sign this Acknowledgement does not preclude enforcement of these policies against any Owner or tenant.

"I/We (print name or names), am/are the ☐ Owner(s) ☐ tenants(s) (check the correct box) of \_\_\_\_\_ (address). I (whether one or more) have received a copy of The Oxford Council of Co-Owners, Inc.'s Leasing and Tenant Restrictions and Policies, Condominium Declarations, and Rules & Regulations. I have read and understand my responsibility and accountability. I acknowledge that I am required to adhere to these policies and all of the Association's other governing documents, and that I may be fined or evicted for any violations.

Signature: \_\_\_\_\_

Signed:   /     /  

Signature: \_\_\_\_\_  
(Co-Owner or Co-Tenant, as applicable)

Signed:   /     /

**The Oxford Council of Co-Owners**

**Rules and Regulations**

**For**

**Residents and Owners**

**April 2018**

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In the event of any conflict between the terms and provisions hereof and the Oxford Declaration of Condominium ("Declaration"), the Articles of Incorporation of the Council, the By-Laws of The Oxford Council of Co-Owners ("By-Laws") and Rules and Regulations: the Declaration shall have control over the Articles of Incorporation, the By-Laws and these Rules and Regulations, and applicable law shall control over all the foregoing.

## General

1. The Oxford Council of Co-Owners ("Co-Owners") is governed by the Board of Directors ("Board") that is elected by the owners, and by a manager. The manager acts pursuant to the direction of the Board. Meetings of the Board are posted in advance and all residents are welcome and encouraged to attend. Concerns regarding these Rules and Regulations or any other issues regarding the Oxford should be directed to the Board and/or the Oxford manager.
2. These Rules and Regulations have the full force and effect of the Declaration and may be supplemented, amended or repealed at any time by the Board in accordance with the Declaration and By-Laws. Any such changes shall have the full force and effect of the policies therefore in effect unless specifically revoked by the Board.
3. References in these Rules and Regulations applies, with equal force and effect, to residents, owners, any user or other occupant of a residence unit, and as appropriate, their agents, employees, lessees, tenants and guests, who are obligated to comply with these Rules and Regulations.
4. Residents shall be held responsible for the actions of their invitees, guests, employees, servers, agents, children and pets.
5. Consent or approval given under these rules by the Board or its designee may be revoked or amended at any time.
6. The Oxford front desk personnel will accept packages on behalf of the residents. Lost, stolen or damaged items are not the responsibility of the Oxford. The staff will not accept certified or registered mail nor will they accept any shipment of alcohol for anyone under the age of 21 years. Residents will be notified of package delivery by telephone, email or written notification.
7. All owners are required to have homeowners insurance with adequate coverage. All renters and lessees must have renters insurance. All insurance must include liability insurance. Details of minimum required coverage are available from the Oxford manager and in Article V of the Declaration.
8. All owners are responsible for all costs associated with water issues caused by leaks originating in their unit, and any resulting damage to their unit, other units and to the Oxford common areas. To minimize water issues, units are required to have metal hoses for the washing machines, sinks and toilets. These metal hoses can be installed by and purchased from the Oxford.
9. Any request for maintenance or repair services should be made in person at the front desk or by telephone or email. The Oxford staff shall assess the situation at no charge to the requesting resident, and provide a recommendation to the resident identifying the issue and the type of contractor (e.g.

plumber, electrician etc.) needed to complete the work. If the Oxford staff determines they are qualified to do the work, they will provide a cost estimate to the resident for their review.

## Common Areas

The Oxford common areas are generally defined as: the grounds, walkways around the building, entrances, elevators, stairwells, hallways, entrance to the residence units, pool area, grill area, fitness center, study, community room, kitchen, mailroom, guest waiting area, meeting rooms, lobby, common 1<sup>st</sup> floor restrooms, vending machine room, resident storage facilities and garage areas (A & B levels and visitors parking). Any violation of the guidelines set forth for the common areas should be reported to the front desk as soon as possible.

1. No resident shall obstruct the ingress or egress of any part of the common areas or resident units. No furniture or any other objects shall be placed in any common area without the written consent of the Oxford manager.
2. No resident shall be permitted to produce any excessive noise or offensive odors either in the common areas or their residence that interferes with the rights, comfort, convenience or perceived well-being of any resident.
3. Any issues outside of the Oxford common area that causes annoyance to a resident should be reported to the Houston Police Department (HPD) non-emergency number (713-884-3131). After making a report to the HPD, the resident should report this call to the front desk. The front desk personnel will document this call in the Oxford files.
4. Children shall not be allowed to create a disturbance to other residents including: running, loud noises and any other activity that may disturb a resident.
5. Carts are available on the garage A & B levels for residents to transport items to and from their units. After use, these carts should be returned to their original location. Carts are not permitted to remain in a resident's unit, garage parking space, hallways nor any other common area for more than a twenty-four (24) hour period of time.
6. Smoking is not permitted in any of the interior common areas including the parking garage and stairwells.
7. Residents shall not use profanity, offensive language or verbally abuse anyone in the common area.
8. No personnel other than the Oxford staff will be permitted to enter or attempt to enter the roof of the building or electrical/mechanical rooms of the building.
9. No part of the common area shall be decorated or have anything placed on the balconies, windows, fences or any other common element without prior written consent from the Oxford manager.
10. No resident shall interfere with, alter nor access, in any manner, any portion of the plumbing, heating, air conditioning, electricity or lighting apparatus or any other common element.
11. All exterior window treatments shall be white facing the outside.

12. No signs, notices, advertisements, decorations, radio antenna, television antenna, satellite dish or any other electronic gear shall be projected from any resident window, door or balcony without written approval by the Oxford manager.
13. Residents must contact the Oxford for written approval before altering or repairing the exterior of the building including balconies, windows, doors and common elements.
14. Residents shall close all exterior windows and doors when necessary to avoid possible damage from severe weather or any other external issues. Any damage to the resident's unit or the common areas as a result of non-compliance will be the responsibility of the resident.
15. No flammable or hazardous materials are allowed to be stored in any of the common areas including the storage lockers.
16. Pet owners must use the Designated Area located out the front door and to the right for their pets to relieve themselves. This is the only common area designated for this purpose. Pet owners should use the trash bags provided at the Designated Area or their own bags to clean up after their pets.
17. WiFi is available in certain common areas. The password can be obtained from the front desk.

## **Pool and Grill Area**

1. Use of the pool and grill areas are at your own risk. There are no lifeguards on duty at the pool.
2. No guests are permitted in these areas unless accompanied by a resident. All guests shall check in at the front desk before visiting these areas. Residents are responsible for their guests and their children at all times.
3. No glass containers are permitted in these areas.
4. The pool gate may be unlocked with your unit key.
5. All children fifteen (15) years of age or younger must be accompanied by an adult.
6. No pets are allowed in these areas.
7. The Oxford is not responsible for any loss of personal property or any injuries to residents or guests while in any common areas.
8. The pool is available for use from 5 a.m. to 10 p.m. seven days a week unless closed for maintenance, repairs, etc. Notices for closures will be posted on the pool gate.
9. Residents and guests using these areas shall keep them clean and orderly by disposing of all refuse in the appropriate trash containers.
10. Loud noise, including music, is not permitted. Noise levels must not disturb other residents and guests.
11. Residents wishing to invite more than five (5) guests to this area must make a reservation at the front desk. For more than nine (9) guests, in addition to reservations, a deposit of one hundred dollars (\$100) must be made to the Oxford. This deposit will be refunded if the area is deemed reasonably

clean and undamaged after use. A pool and/or grill reservation does not preclude other residents from using this area at the same time.

12. Unless reserved for a specific time, the use of the grill is on a first-come, first-serve basis.
13. For safety and security reasons, the gate from the parking lot to the pool and grill area is locked at all times. The resident's front door keys can be used to unlock the gate except between the hours of 8 p.m. to 6 a.m. Monday – Friday and during the weekends. During these times, the gate will be double locked and access may only be gained with a key maintained at the front desk.

## **Community and Meeting Rooms**

1. The community room is available for use between the hours of 8 a.m. and 11 p.m. seven days a week. Any use of the community room shall require a reservation.
2. This reservation may be made at the front desk, and cannot be reserved more than ninety (90) days in advance.
3. A security deposit of three hundred dollars (\$300.00) shall be required to hold a reservation for any function in the community room. A separate check for fifty dollars (\$50.00) will also be required for a non-refundable cleaning fee. After the function, assuming there are no damages or other issues to the room, the deposit will be promptly refunded.
4. Residents must be present at any function and will be responsible for all actions of any guest, servers, employees, agents and any other invitees and for any damage to the community room or any common areas. Also, users will exercise care to minimize noise and not disturb the residents living above the community room.
5. Bands are not permitted in the common areas, including the community room, and any music must not disturb the other residents.
6. The number of occupants shall be limited to one hundred (100) for any one function.
7. Depending on the type of function, or if the Oxford manager deems it necessary, the resident may be required to hire a security guard to be on duty in or around the event, from one half hour before the function begins until all the guests have departed. There will be a charge for this security guard, and arrangements for securing this service shall be made with the Oxford manager.
8. A guest list shall be left at the front desk prior to any function, and the front desk shall be notified of any revisions to the guest list. All guests shall sign the guest book. Personal identification may be requested.
9. The Oxford manager has the right to deny a request to use the community room for any reason he or she deems appropriate.
10. Vending machines are located across the hall from the community room and may be used by residents and their guests.

## **Fitness Center**



1. The Oxford is not responsible for any loss of personal property or any injuries while a resident or guest is in this center.
2. The center is opened twenty-four (24) hours a day, seven days a week.
3. Residents must accompany a guest while in the center. No more than three (3) guests shall be allowed to use the center with a resident at any one time.
4. Children eleven (11) years old and younger are not permitted in the fitness center. Children between twelve (12) and sixteen (16) years old must be accompanied by an adult
5. No glass containers are permitted.
6. All weights, benches and equipment shall be returned to their original locations after use.
7. As a courtesy to others, the equipment should be wiped with a towel or sanitary wipe after use.
8. If another person is waiting to use a piece of equipment, there shall be a thirty (30) minute time limit for the person currently using the equipment.
9. Music or television volume that disturbs others in or outside of the center is not permitted.
10. All equipment and lights shall be turned off when leaving the center. If the thermostat is changed to a temperature higher or lower than 70 degrees F, it should be returned to 70 degrees F before leaving. It is not permitted, under any circumstances, to turn the thermostat fan switch off.
11. No equipment or any other items are permitted to be donated or permanently left in the center without approval of the Oxford manager.
12. Shoes must be worn at all times.

## **The Study**

1. The study is opened twenty-four (24) hours a day, seven days a week.
2. Book donations to the study may be left on the study desk for the library committee. No magazines, advertisements nor pamphlets are permitted.
3. Books may be checked out using the honor system.
4. The study may be used for functions or meetings, but must be approved and reserved by contacting the front desk or Oxford manager.
5. Books may be periodically removed from the study at the discretion of the library committee.

## **Elevators**

1. Three elevators are available for residents. One elevator is designated as a service elevator and for residents moving in/out of the Oxford. The service elevator is available to contractors and delivery personnel between the hours of 8:30 a.m. and 5 p.m. Monday – Friday, excluding holidays.
2. Any issues or elevator malfunctions should be reported to the front desk immediately.



3. The elevators cannot be used in case of a fire or any other emergency.
4. If an elevator is not functioning properly and/or you are trapped in an elevator, do not panic. Press the call button located in the bottom center of the elevator control panel. You will be connected to the front desk, and help will be sent as soon as possible.
5. If an elevator is stopped either shorter or higher than the floor by anything other than a few inches, do not attempt to climb out, press the call button. Any attempt to climb out may cause harm if the elevator suddenly moves again.
6. The service elevator must be reserved in advance for any large deliveries or moving in/out. Any delivery of large items or moving shall be done in the padded and floor protected service elevator.
7. In the event that elevators are not available, access to the lobby may be made from the stairwell on the west side of the building.
8. Any spills or other events causing fluids or debris in the elevators should be immediately cleaned and/or reported to the front desk.

## **Garage and Visitors Parking Areas**

1. Parking of vehicles anywhere in the garage or visitors parking is solely at the risk of the vehicle's owner. The Oxford is not responsible for any damage, losses or injuries.
2. All residents must register their automobiles with the Oxford. It is necessary to provide the make, model, color and license plate number of each vehicle.
3. To gain access to the garage, you must either have an EZ Tag or a garage access card. The EZ Tag number must be registered with the Oxford to make it operative. A garage access card is available from the Oxford for sixty dollars (\$60.00). If for any reason, a garage access card needs to be replaced, the card will be available for sixty dollars (\$60.00). Each resident must also have a key FOB in order to access the garage elevators.
4. No resident shall use or permit his or her family, guest or invitees to use the garage parking space of another resident without his consent. No vehicle is allowed to park in areas outside of the designated parking spaces. The Oxford may remove these vehicles in violation of these rules at the expense of the respective resident.
5. Garage parking spaces may be leased or borrowed from others with written permission of the space owner and the Oxford manager. Information about the vehicle make, model, color, license, space and EZ Tag numbers shall be provided to the Oxford. The Oxford may remove these vehicles in violation of these rules at the expense of the respective resident.
6. Vehicles shall not be left standing in parking spaces in a non-operative condition, nor shall vehicles be repaired in the parking spaces.
7. No large vehicles such as: trailers, boats, recreational campers, large SUVs, etc. shall be permitted in the garage. For permission to park any large vehicle in the visitors parking area, approval is required from the Oxford manager.

8. No vehicles shall be parked in a manner that inhibits access to either the garage, parking areas or parking spaces.
9. Vehicles parking in the garage must fit into a standard 9' X 20' assigned space and not impede the access to vehicles parked in spaces on either side or behind the space. Caution should be used at all time to avoid damaging other vehicles and for allowing sufficient space for other residents to access their vehicles.
10. Residents shall not park their vehicles with the tires on the parking spacing lines impeding the access to the vehicle in the impacted space.
11. Residents shall be responsible for any damage done to the garage doors or any other part of the common area. Caution should be used to avoid entering or exiting the garage. The garage doors cannot accommodate vehicles over 6' 2" high. Vehicles at or above this height will not be permitted in the garage.
12. Continuous blowing of a vehicle horn or playing loud music is not permitted.
13. Residents may not use their parking spaces for storage of any kind including bicycles. Storage of bicycles may be permitted in designated areas with prior consent of the Oxford manager. Carts of any type may be kept in a resident's parking space for no longer than twenty-four (24) hours.
14. Anyone causing damage to the garage sprinkler system or any other part of the garage or common areas shall be responsible for all cost of the repairs and any subsequent damage.
15. The doors leading from the parking garage to the elevator lobby should be closed at all times to avoid exhaust fumes from coming into the building.
16. The visitors parking area is for residents, owners and their guests only.
17. Storage of vehicles or any other items are not permitted in the visitors parking area.
18. Vehicles left in the visitors parking area for more than seventy-two (72) hours must be registered and approved by the Oxford manager. The Oxford may remove these vehicles in violation of these rules at the expense of the respective resident.
19. No guest vehicles are allowed in the garage without prior written approval by the Oxford manager.

## **Trash Rooms**

1. All loose trash shall be placed into plastic trash bags and secured tightly or sealed before placing in the chutes located in the trash room on each floor.
2. Glass items shall be double wrapped in paper or plastic prior to placing in the plastic bags. If the glass is too big or of large quantities, these items shall be placed in a cardboard box and left in the trash rooms for pick up.
3. Any item with a strong odor (soiled diapers, cat litter, spoiled food etc.) shall be placed in a double plastic bag prior to placing in the trash chutes.

4. Large trash boxes or items that do not fit into the trash chutes should be folded and stacked and placed in the trash rooms next to the chutes. These items can also be placed in garage level B by the loading-dock door.
5. No construction waste or debris shall be placed in the trash chutes. This includes but is not limited to, paint cans, carpet, wood, electrical parts and plumbing parts. All construction waste shall be disposed of by the contractors at their expense and a location other than the Oxford. The Oxford carts shall not be used by contractors to remove debris.
6. No flammable or hazardous material shall be disposed of in the trash chutes or left in the trash rooms.

## **Storage Units**

1. The Oxford is not responsible for any lost, stolen or damaged items in the storage areas.
2. No flammable or hazardous material shall be stored in these units.
3. Designated storage is provided for each unit on either the garage B level or the 20<sup>th</sup> floor.
4. It is the responsibility of the residents to maintain and secure their storage units.
5. Access to the storage units may be obtained with the resident's unit key.

## **Mailroom**

1. Each resident is given one mail key and a designated mailbox.
2. Outgoing mail may be placed in the Post Office mailbox. This mailbox is for outgoing mail only.
3. All unwanted mail should be placed in the mailroom trash receptacle.
4. Oversized mail and packages will be left at the front desk. Residents will be notified of such mail by telephone, email or written notification.
5. Notices may be posted on the mailroom bulletin board with prior approval from the Oxford manager.

## **Residences**

1. Proof of insurance must be provided to the Oxford at the time of move-in and annually after the initial move-in date. Guidelines for insurance coverage minimums will be provided by the Oxford along with reminders for proof of insurance. The Oxford shall not be responsible for any issues or claims resulting from a resident/owner not having insurance or not having the recommended minimum coverage.
2. No loud noises or offensive odors shall be permitted in the residence or common areas. Report any of these issues to the front desk immediately.
3. Each resident shall perform recommended regular maintenance to keep their residence in a good state of repair. Any issues due to lack of maintenance or repairs that impacts other residences or

common areas, will be sole responsibility of the owner. The recommended regular maintenance program for residences may be obtained from the manager.

4. Each unit shall be kept reasonably clean. Residents shall not be permitted to sweep or throw, nor permit to be swept or thrown, any material, including cigarette butts, or liquid of any kind from the balconies or windows.
5. Washing the balconies is not permitted. The excess water causes seepage into the balcony ceilings below and can cause damage to other residence and the common areas.
6. Due to water seepage issues, caution shall be exercised when watering plants on the balcony to avoid water damage to other residences and the common areas.
7. No appliances or any apparatus connected to a drain (e.g. toilets, garbage disposal etc.) shall be used for any purpose other than those for which they were designed. Any damage resulting from this misuse will be the sole responsibility of the owner.
8. No action shall be permitted in a residence or common areas that will result in an increase to the rate of insurance for the Oxford. No resident shall do, nor permit anything to be done that will result in the change of rates or cancellation of any Oxford insurance policies, nor shall these actions result in the violation of any law, ordinance or government regulation. Violation of any laws will result in the Oxford reporting the violation to the appropriate law enforcement officials.
9. No resident shall alter any hardware, including locks, or surface of the door leading to the residence without prior written consent of the Oxford manager. For safety, security and emergency purposes The Oxford maintains passkeys for each residence in a secured location. Except in emergency, maintenance and repair situations, the Oxford staff will only enter a residence after being granted prior approval by the resident.
10. No resident shall deny access to the Oxford staff or designated contractors when there is reasonable concern that a mechanical, water or electrical issue within their residence is causing problems for other residences or the Oxford common area. If access is denied and the resident's unit is determined to be the source of the problem, the resident will be responsible for applicable costs for resolving the issue.
11. The Oxford staff shall have the right to enter any residence that is unoccupied for over thirty (30) days to perform preventive maintenance by running water and checking for leaks or any other water related issues. Applicable maintenance staff fees will be applied for this routine maintenance.
12. Before any construction, remodeling, decorating or general work is started on a residence, details of this activity shall be submitted to the Oxford manager for review and approval.
13. Thermostats in the resident's units should be set at no less than 80 degrees in the summer in order to prevent mildew from developing.
14. If a resident unit is going to be unoccupied for longer than one month (30 days) of time (we may need to define that), arrangements should be made to periodically run the water in all sinks and tubs in order to maintain the integrity of the equipment.



## **Construction, Decorating, Maintenance, Remodeling, Repair**

1. In order to minimize any disruption to other residents due to work being done in a residence, all construction, decorating, remodeling and repair shall be done between the hours of 8:30 a.m. and 5 p.m. Monday – Friday (except holidays).
2. Prior written approval shall be obtained from the Oxford for any major construction, decorating, remodeling or repair work. If there are any questions about what constitutes major work, please contact the Oxford manager for specifics. The following requirements will apply for major work:
  - The resident shall furnish a written scope of work or plans for any proposed work to the Oxford manager for approval.
  - The cost of performing compliance inspections by any independent entity shall be paid by the resident.
  - Proper insurance and bonding requirements must be met.
  - Unless written approval is secured from the Oxford, no service personnel, contractors, subcontractors, workers, material etc. shall be permitted in the building.
  - The Oxford manager reserves the right to grant variances to the forgoing approval requirements when they are deemed reasonably appropriate.
  - All work must comply with all governmental building codes.
  - Environmental fees will be assessed.
3. After the project is completed, the Oxford shall have the right to inspect the work for adherence to the Oxford approved plans and specifications. Significant deficiencies will be reported in writing to the resident. It will be the sole responsibility of the resident to correct any noted deficiencies within thirty (30) days of receipt of the Oxford report at the resident's expense.
4. Each owner is responsible for all maintenance and repairs of his residence. For a list of recommended maintenance programs and repair companies, contact the Oxford manager.
5. All contractors and repair companies shall comply with all city, state and federal laws and indemnify the Oxford for any issues resulting from failure to comply.
6. All contractors and repair companies shall minimize noise and noxious odors.

## **Work Orders**

1. For maintenance or repair work requested by a resident and not considered major work, a work order must be submitted. A work order may be secured at the front desk or by telephone or electronically.
2. Once the order is placed, a member of the Oxford staff will contact the resident to schedule a mutually agreeable time to visit and assess the situation. A recommendation will then be submitted to the resident identifying the issues and suggesting what type of outside contractor (e.g. plumber,



electrician etc.) should be employed. If the Oxford staff determines it can do the maintenance or repair work, the resident will be notified of this alternative.

3. If the resident agrees to employ the Oxford staff for maintenance or repair work, an estimate of the time and cost will be submitted before the work begins. The latest pricing and suggested maintenance programs are available by request.

## **Safety/Security**

The Oxford and its manager shall not in any way be considered an insurer or guarantor of security within the building. Neither shall the Oxford or its manager be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of any security measures taken. The Oxford does not represent or warrant that any fire protection, burglar alarm systems, patrol services, surveillance equipment, monitoring devices, or any other systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise. Security is the sole responsibility of local law enforcement agencies and individual Owners, their occupants, and their respective guests and invitees. The Oxford has no obligation to provide security, security services, systems and facilities even though they may be in place at the building. Any third party providers of security services (including those providing maintenance and repair of security systems and facilities) shall be independent contractors, the acts or omissions of which shall not be imputed to the Oxford, or its officers, directors, committee members, manager, agents or employees. Providing of any security services, systems and facilities shall never be construed as an undertaking by the Oxford or its manager to provide personal security or as a guarantee or warranty that the presence of any security service, systems or facilities will in any way increase personal safety or prevent personal injury or property damage due to negligence, criminal conduct or any other cause.

1. Each resident shall comply with building safety procedures.
2. A copy of the building fire safety plan is given to every new resident during orientation. Additional copies may be obtained at the front desk.
3. Each residence has one smoke detector/alarm connected to the ADT alarm panel at the front desk. There is also a speaker in each residence that can be activated in case of fire or an emergency situation. The smoke detector/alarm should not be tampered with nor altered in any way. It is recommended that residents add battery operated smoke detector/alarms at the entrance of each bedroom. In case of a fire or emergency, you will be notified through your speaker. If you are notified of evacuation, go to the nearest stairwell and wait for further instructions. Refer to the fire safety plan.
4. Most residences have a security alarm that may be activated by contacting with an outside alarm company. The city of Houston will charge an annual fee for this service.
5. A resident must notify the Oxford of any safety hazards or security issues within the building or common areas. The Oxford will act to address these issues as soon as possible.
6. All residents shall be in compliance with all city codes.

7. All guests visiting a resident are required to sign in and out, and may be requested to provide identification.
8. There are numerous cameras installed in and around the building for surveillance and/or access control.. These cameras are not to be touched or manipulated in any way. These cameras may or may not be monitored at all times and there may or may not be a tape or digital recording of any camera views. The presence of such cameras is not intended to constitute any representation of security or that the common areas are under constant surveillance.

## **Guests**

1. All guests need to check in at the front desk.
2. Residents shall inform the Oxford in writing for authorized entry for household employees and any other designees.
3. A guest will be required to sign in and out, and may be requested to provide identification.
4. Before guests are permitted to enter the Oxford, the front desk personnel will call the requested resident for entrance permission unless permission in writing has been previously granted.

## **Moving**

1. Moves in/out of the Oxford must be scheduled between the hours of 8:30 a.m. and 5 p.m. Monday – Friday (except holidays). All moves and any deviation from this time schedule must be approved by the Oxford.
2. Before moving into the Oxford, the future resident must provide either a copy of the closing papers or signed lease and proof of insurance. All deposits and fees (rental application, pet fees etc.) must be paid in advance.
3. To access the garage area, the resident will need to obtain an EZ Tag (the number will need to be given to the front desk) from the EZ Tag store or purchase an access card from the Oxford. The access cards will cost sixty dollars (\$60.00). For access to the Oxford elevators and back door, the resident will also have to purchase a FOB key for ten dollars (\$10.00).
4. All damages to the building or common areas caused by any part of the movement of articles in or out of the residence or common areas shall be the sole responsibility of the resident moving in or out of the building.
5. The resident moving in or out of the building shall provide proof of liability insurance and a five hundred dollar (\$500.00) security deposit. If no damages occur during the move, this deposit shall be returned after the move is completed. Any damages incurred during the move may result in some or all of the deposit being retained.
6. For other Oxford fees related to moving, please refer to the Fees and Charges section.
7. The Oxford has the right, for any reason, to stop a move or delivery at any time.

## **Pets**

See "The Oxford Council of Co-Owners Pet Rules" – Effective April, 2018

## **Keys and Entry**

1. At the time of move in, each resident shall receive two (2) keys for the lock on their front door. A FOB key must also be purchased for ten dollars (\$10.00) to gain access to the building elevators and back patio door.
2. No key shall be given to a non-resident and all keys, garage access cards and FOBs must be returned to the Oxford when moving out.
3. The Oxford shall retain a master key permitting access to each residence. The key will be used with prior approval of the resident except in an emergency situation.
4. No resident shall change any lock on the door leading into the residence without prior written approval of the Oxford manager.
5. Residents shall grant the right of entry to the Oxford staff and/or emergency personnel during any emergency situation.
6. The Oxford or designated contractor or workmen may enter a residence for the purpose of inspecting the residence for vermin, insects or any other pests. Residents shall be notified of such entrance in advance, if possible, but written notice will be left inside the residence explaining the reason for entry.

## **Fees and Charges**

1. Maintenance fees are due on the first of the month. If payment is not made by the 15<sup>th</sup> of the month, it will be considered late. In addition to the maintenance fee, a late fee of fifty dollars (\$50.00) will be assessed and due immediately. A fifty dollar (\$50.00) fee will also be charged when a check is returned due to insufficient funds.
2. Payment of these fees may be made by check or direct deposit. Arrangements for direct deposit may be made with the Oxford manager.
3. Residents should contact the Oxford immediately to resolve any problem concerning delays of maintenance fee payments.
4. Fees required for selling a unit include a non-refundable two hundred fifty dollar (\$250.00) condominium resale certificate fee. At the closing, a non-refundable one hundred fifty dollar (\$150.00) transfer fee will also be paid. A fee of one hundred fifty dollars (\$150.00) will be charged for filling out condominium questionnaires.
5. The buyer will make a deposit equal to two months maintenance fee at the current applicable rate. This deposit will be paid to the Oxford and deposited into the Oxford replacement reserve fund.
6. A non-refundable two hundred fifty dollar (\$250.00) application fee is required for each new tenant leasing a unit.

## Leases and The Right of First Refusal

1. Prior to placing a unit for sale or lease, the owner is required to notify the Oxford manager. No sale or lease will be permitted without the written approval of the Oxford. This approval is granted in the form or the waiver of the right of first refusal and consent to sell or lease.
2. All renting residents and landlords will be required to have a lease in effect during all periods. All leases will be required to have a minimum term of twelve (12) months. Leases for any reasons are not permitted to be less than twelve (12) months. Any Owner violating this requirement will be assessed a one thousand dollar (\$1,000.00) fine.
3. All prospective tenants will be required to complete a residency application. This application should be submitted along with a two hundred fifty dollar (\$250.00) non-refundable application fee to the Oxford for review. The Oxford has the right to accept or reject the application.
4. In the event either a resident or a landlord breaches a lease agreement, the Oxford may exercise its rights under the Declaration and enforce the performance of the lease.
5. No lease will be valid and legally binding unless approved in writing by the Oxford. The approval will be in the form of the waiver of the right of first refusal and consent to lease.
6. In order to ensure compliance, it is the responsibility of the owner to educate the lessee of the Oxford Rules and Regulations, as well as, any governing laws relating to the Oxford. All landlords or their agents must arrange for their tenants to attend an orientation meeting with the Oxford manager.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of The Oxford Council of Co-Owners, a Texas non-profit corporation;

That the foregoing "The Oxford Council of Co-Owners Rules and Regulations for Residents and Owners April 2018" was approved by not less than a majority of the members of the Board of Directors of the Council at a meeting of the Board duly called and held at which a quorum was at all times present on the 7th day of MAY, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 8th day of MAY, 2018.

THE OXFORD COUNCIL OF CO-OWNERS

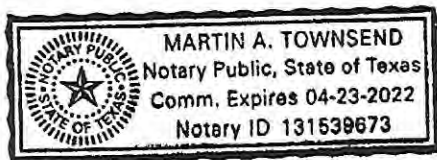
By: Sabrina Khan

Printed Name: SABRINA KHAN

Its: Secretary

THE STATE OF TEXAS     §  
   §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 8th day of MAY, 2018 personally appeared SABRINA KHAN Secretary of The Oxford Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Martin A. Townsend  
Notary Public in and for the State of Texas

RP-2018-202618



RP-2018-202618  
# Pages 32  
05/09/2018 11:37 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$136.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2018-202618

# THE OXFORD COUNCIL OF CO-OWNERS

## DRUG POLICY

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

WHEREAS, the property encumbered by these Drug Policy (the "Policy") is that property restricted by the Declaration of Condominium for The Oxford, recorded under County Clerk's File No. G955313 in the Official Public Records of Real Property of Harris County, Texas, as amended from time to time ("Declaration"); and

WHEREAS, pursuant to Declaration for The Oxford and Section 82.102(a) (7) of the Texas Uniform Condominium Act, the Board of Directors (the "Board") of The Oxford Council of Co-Owners ("Council") hereby adopts this Policy regulating the use of drugs onsite at Oxford Condominiums; and

NOW, THEREFORE, BE IT RESOLVED THAT the Council does hereby adopt the Drug Policy listed below, which shall run with the land and be binding on all owners, residents, guests, and Units within The Oxford.

Unit Owners, Residents, and guests are hereby prohibited from the use, possession, manufacturing, or distribution of controlled substances, as defined by local, state, and federal laws, within the premises of the building. This prohibition includes within individual units, common areas, and all facilities associated with The Oxford.

Any violation of this Policy will result in appropriate legal action and may also lead to disciplinary measures by the Council, including but not limited to fines, suspension of privileges, or eviction. A violation of this Policy is considered a violation that materially affects the health and safety of the residents.

The Council may ensure enforcement of this Policy through routine inspections and investigations. The Council may also pursue enforcement following report of a violation from another resident. Residents and Unit Owners are encouraged to report any suspected violation of this clause to the Council.

This Drug Policy replaces and supersedes any conflicting policy, if any, adopted by the Council.

**CERTIFICATION**

I, the undersigned, being the President of The Oxford Council of Co-Owners, hereby certify that the foregoing Policy was adopted by at least a majority of The Oxford Council of Co-Owners' Board of Directors.

Approved and adopted by the Board of Directors on the 27 day of <sup>March</sup>~~February~~ 2024.

Seyla M. Deas

Secretary of The  
Oxford Council of Co-Owners

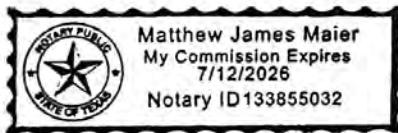
STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Seyla M. Deas Secretary, President of The Oxford Council of Co-Owners, 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 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 27 day of <sup>March</sup>~~February~~ 2024.



Matthew J. Maier  
Notary Public, State of Texas

**After Recording, Return To:**

**BSG** | SEARS  
BENNETT  
& GERDES, LLP

6548 GREATWOOD PKWY.  
SUGAR LAND, TX 77479

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
*for*  
THE OXFORD COUNCIL OF CO-OWNERS

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

The undersigned, being the authorized representative of The Oxford Council of Co-Owners (the "**Association**"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for The Oxford Council of Co-Owners", "Supplemental Notice of Dedicatory Instruments for The Oxford Council of Co-Owners" and "Supplemental Notice of Dedicatory Instruments for The Oxford Council of Co-Owners" recorded in the Official Public Records of Harris County, Texas under Clerk's File Nos. 2016-196661, 2018-196006 and 2018-202618 ("**Notice**"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association.

- The Oxford Council of Co-Owners Pet Rules Effective October 1, 2017.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 10<sup>th</sup> day of May, 2018.


THE OXFORD COUNCIL OF CO-OWNERS

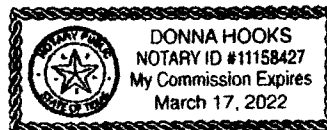
By:   
Rick S. Butler, authorized representative

RP-2018-206462

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this 10<sup>th</sup> day of May, 2018 personally appeared Rick S. Butler, authorized representative of The Oxford Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas





**THE OXFORD COUNCIL OF CO-OWNERS  
PET RULES**

**EFFECTIVE OCTOBER 1, 2017**

Pets may be kept at the Condominium by Owners who agree to abide by these Pet Rules. Pets are allowed only if they do not pose a nuisance, threat of injury and only if the Owner maintains compliance with these Pet Rules.

**DEFINITION**

Terms defined in the Declaration shall have the same meaning when used in these Pet Rules.

"Pets" are defined as dogs, cats, birds, and fish and only to the extent that such are normally considered as domestic. No rodents, reptiles or other non-domestic animals are permitted at the Condominium. Dogs not allowed as pets are (i) those over 30 pounds or (ii) breeds sometimes considered to be aggressive, dangerous or savage including, but not limited to, Rottweiler, Pit Bull, Doberman, Chow and Shar Pei. The Council, acting through the Board, has the sole discretion to determine whether or not a particular dog breed is inappropriate to be considered a Pet for purposes of these Pet Rules.

Each Owner is responsible to the Council to ensure compliance with these Pet Rules by any guest, resident, tenant, servant, employee or invitee of the Owner.

**WHO MAY HAVE A PET**

1. Owners who agree to and do abide by these Pet Rules, including the Fines and Sanctions. Owners may have a Pet(s) if they sign the acknowledgement page of these Pet Rules, indicating their agreement to comply with all provisions and then maintain compliance with these Pet Rules.
2. Tenants or other residents are not allowed to have Pets in their Unit or at the Condominium unless both the Owner and tenant/resident sign the acknowledgement page of these Pet Rules. Notwithstanding a tenant or resident having signed the acknowledgment form, the Council may look solely to the Owner for any obligations arising under these Pet Rules due to the Owner's tenant or resident having a Pet at the Condominium.
3. Except as specifically provided herein, visitors are not allowed to bring Pets to the Condominium.

**REQUIREMENTS/LIMITATIONS**

1. No more than: (a) two dogs or two cats or (b) one cat and one dog.
2. No more than two birds.
3. All who keep a Pet at The Oxford must indemnify the Council and any offended party and hold all others harmless against any loss or liability of any kind or character arising from or as a result of having a Pet at The Oxford.
4. Owners must register their Pet(s) with the General Manager. Registration entails providing all information required on the Pet Registration Form, and providing such form to the General Manager.

Manager. Owners with a Pet at the Condominium that are not registered accordingly must cure the failure to register by the close of business on the next business day following notice, or must remove the Pet from the Condominium within 24 hours of notice to the Owner.

5. All Pets residing in The Oxford must have received all inoculations and licenses or registrations required by City and County ordinances (including, but not limited to, rabies, DHLPP, and Parvo) and have tags in place, as applicable, verifying the date of same. Verification by copy of a licensed veterinarian's certificate indicating non-expiration of inoculations must be provided to the Management Office. The Owner will be required to remove any Pet from The Oxford immediately if this non-expire verification is not maintained and the Pet will not be allowed back in the Condominium until new verification is provided.

6. An Owner may allow a Pet to be present at the Condominium on a temporary basis without the Pet being considered to reside at the Condominium and without the Owner having to pay registration fees provided the Owner otherwise complies with these Pet Rules, including providing certification of valid inoculations for such Pet to the Management Office. For purposes of this paragraph, temporary basis means: (i) the Pet is not present at the Condominium more than twice in a 7-day period and does not remain at the Condominium overnight; or (ii) the Pet is not present at the Condominium for more than three consecutive nights in a 30-day period.

#### PET OWNER'S RESPONSIBILITIES

1. It is the Owner's responsibility to register ALL Pet(s) with the Management Office PRIOR to a Pet commencing occupancy at The Oxford. A non-refundable registration fee of \$150 per Pet shall be paid to The Oxford upon the initial registration of each Pet.

2. Pets must not be allowed to disturb other residents by repeated or prolonged barking that is audible in any Common Area or any other Unit, making loud noises, or in any other manner becoming obnoxious or creating a nuisance.

3. When outside a Unit and within the Building, a Pet should be carried whenever practical. Pets not carried must be under the control of a responsible person at all times and be kept in a cage or on a short tight leash at the side of the responsible person.

4. Pets may be transported by the Owner or a responsible person designated by the Owner from the Owner's Unit through the Common Elements. (Please refer to paragraph 9 below for elevator usage considerations.)

5. The Owner is responsible for the expense of cleaning or repairing any damage to any portion of the Condominium caused by the Owner's or its tenant's/resident's Pet(s).

6. Each Pet owner is responsible for promptly picking and/or cleaning up after their Pet on all property of The Oxford. Waste bags are in the dispenser at the grassy area at the northwest corner of The Oxford property (the Designated Area). A waste receptacle is also located in the Designated Area. Waste bags should be disposed of properly and not left on the ground. Pets shall not be allowed to urinate or defecate on Common Area property (except for the Designated Area) including any area in the garage or on any columns to the Building.

7. In the event an Owner, or resident or tenant has a complaint regarding a Pet, the complaint must be submitted in writing to the Management Office within 24 hours of the occurrence.

8. Each Pet Owner is responsible for any damages (bodily, property, or otherwise) caused by his/her Pet. Further, any Pet that bites, scratches or lunges at any person at the Condominium shall be permanently removed from The Oxford immediately following such occurrence.

9. Owners may use the elevators with their Pets, provided the Owner must be deferential to passengers already on the elevator by inquiring if the Pet may board the elevator (i.e., respecting the request of passengers already on an elevator that the Pet not board with them). Pets shall not be permitted to be vocal (i.e., bark, meow, growl, etc.) while in the Common Areas, including the elevators.

#### DESIGNATED NON-PET AND PET AREAS

**NON-PET AREAS:** Except for certified service animals, Pets are prohibited from the following areas: All Common Areas within the Building, except the hallways, elevators, and garage (including, but not limited to, the Community Room, Conference Rooms, Living Room, Fitness Center, Library, Mail Room, and restrooms) and the Patio and Pool Area.

#### FINES AND SANCTIONS FOR VIOLATIONS OF THE OXFORD COUNCIL OF CO-OWNERS' PET RULES

Any noncompliance with these Pet Rules will result in Fines and/or Sanctions in accordance with the Fine Schedule and Removal Sanctions set out below. The General Manager is authorized to investigate alleged violations of these Pet Rules, make determinations of whether or not violation have occurred, and to assess the fines and sanctions provided herein. If three fines are imposed within a six-month period with respect to any Pets of an Owner or Unit, the Owner's Pet privilege may be revoked and the subject Pets may be ordered removed permanently from The Oxford subject to reinstatement by the Board in its sole discretion. If legal proceedings are initiated by any party regarding enforcement or compliance with these Pet Rules, the subject Owner shall be responsible for reimbursing the Council for all costs and any damages incurred by the Council including, but not limited to, attorneys' fees and court costs.

##### FINE SCHEDULE

##### APPLICABLE TO VIOLATIONS NOT INVOLVING AGGRESSIVE/DANGEROUS BEHAVIOR

First Violation:	\$50.00 per violation
Second Violation:	\$100.00 per violation
Third Violation:	\$200.00 per violation
Each Additional Violation:	\$350.00

The foregoing fines are applicable on a per Owner basis, rather than a per Pet basis.

##### REMOVAL SANCTIONS

1. **IMPROPER POSSESSION OF PET.** In the event an Owner or its resident, guest, tenant, servant, employee or invitee has possession of a Pet in noncompliance with these Pet Rules, removal from the Condominium shall be required within 24 hours, and the Owner shall also be assessed a Fine in accordance with the Fine Schedule above.

2. **EXCEEDING PERMISSIBLE NUMBER OF PETS.** In the event an Owner or its resident, guest, tenant, servant, employee or invitee exceeds the allowed number of Pets, removal of the excessive number of Pets shall be required and promptly complied with, and the Owner shall be assessed a Fine in accordance with the Fine Schedule above.

3. ALLOWING ACTS OF AGGRESSION OR INJURY. In the event an Owner or its resident, guest, tenant, servant, employee or invitee fails to maintain control over a Pet, and it inflicts injury or acts in a threatening, menacing, aggressive or dangerous manner towards people or other Pets, the Board may provide a notice to the Owner to permanently remove the Pet from the Condominium, within 24 hours of the notice.

4. Persistent ANNOYANCE OR NUISANCE. Following receipt of a written complaint from an Owner, tenant, or resident, and with live testimony from the complainant at a hearing before the Board, with the Owner being provided notice of the hearing and a reasonable opportunity to respond to the complainant's allegations at the hearing, if the Board determines that any Pet is unreasonably causing a nuisance or annoyance, the Board may require permanent removal of the Pet or other appropriate actions regarding the Pet so as to remedy the unreasonable nuisance or annoyance. The Board's determination is within its sole discretion, and each Pet Owner agrees hereby to abide by the decision.

#### NOTICE FOR PURPOSES OF ENFORCEMENT OF THE OXFORD COUNCIL OF CO-OWNERS PET RULES

For notice provided under the foregoing Pet Rules, The Oxford shall be entitled to effect good "Service" of written notice by placing a written explanation of the violation under the door, or in an envelope and affixed to the exterior of the door, of the Unit of the Owner. Service shall be handled by the General Manager and witnessed by one other employee or person. Refusal of an Owner to "sign" or refusal to "accept" shall not be a defense or preclude the action, fine or sanction or defeat the purpose of the notice.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of The Oxford Council of Co-Owners, a Texas non-profit corporation;

That the foregoing "The Oxford Council of Co-Owners Pet Rules Effective October 1, 2017" was approved by not less than a majority of the members of the Board of Directors of the Council at a meeting of the Board duly called and held at which a quorum was at all times present on the 7th day of MAY, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 8th day of MAY, 2018.

THE OXFORD COUNCIL OF CO-OWNERS

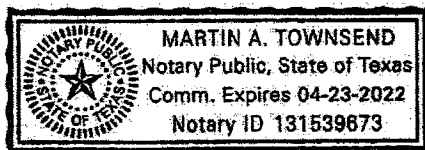
By: Sabrina Khan

Printed Name: SABRINA KHAN

Its: Secretary

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of MAY, 2018 personally appeared SABRINA KHAN, Secretary of The Oxford Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



Martin A. Townsend  
Notary Public in and for the State of Texas

RP-2018-206462



RP-2018-206462  
# Pages 8  
05/11/2018 09:53 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees \$40.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2018-206462

**POLICY AGAINST HARASSMENT**  
*for*  
**THE OXFORD COUNCIL OF CO-OWNERS**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

I, **Elouise Margita**, Secretary of The Oxford Council of Co-Owners (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on June 28, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

WHEREAS, the governing documents of the Association delegate the authority and responsibility to govern the operations of the Condominium to its Board of Directors;

WHEREAS, Directors, officers, staff, Owners, and residents of the Condominium (herein collectively referred to as "**Persons**") should act with a standard and level of behavior that is conducive to the best interests of the entire community; and

WHEREAS, the Board of Directors recognizes that Persons should be able to express their views on matters even if such views differ with views of other Persons, but they should do so in a manner that does not constitute harassment, as defined herein.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors of the Association hereby adopts the following Policy Against Harassment for Directors, Officers, Staff, Owners, and Residents (this "**Policy**") that is applicable to all Persons:

**Community Etiquette**

1. Courtesy. Persons are representatives of the community and are expected to represent a high standard of conduct and cooperation with each other and should treat each other with respect at all times, including, but not limited to, during all meetings, events, and interactions, whether in person, writing, electronically, or otherwise.
2. The Association prohibits, and will not tolerate, harassment of any kind between Persons, or guests, invitees or vendors. For purposes of this Policy, harassment is defined as words, gestures, threats, or actions which tend to unreasonably annoy, alarm, embarrass, insult, or abuse another Person, guest, invitee, or vendor, regardless of whether or not such response was intended by the actor, and examples of behavior that constitute harassment include, but are not limited to, profane, lewd, vulgar, abusive or other inappropriate language or demonstrating aggressive behavior towards each other or

third parties in the Condominium whether in person, writing, electronically, or otherwise.

3. Annoyance. All Persons must avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience another Person, guest, invitee, or vendor throughout the Condominium whether in person, writing, electronically, or otherwise.
4. For purposes of this Policy, each Owner shall be responsible to Persons for any conduct in violation of this Policy that is attributable to such Owner's guests, invitees, vendors, or residents.
5. The Board is charged with enforcing this Policy and shall determine whether or not any alleged conduct constitutes harassment under this Policy. Violations of this Policy shall be dealt with in accordance with the procedures and remedies available under the governing documents of the Condominium and the Association and under applicable law. Any person determined to have violated this Policy will be liable to the Association for the reasonable legal costs the Association may incur in addressing the offending conduct.
6. Persons should promptly advise the Board and Management in the event they believe they have been the victim of, or have observed any Person engaging in, conduct prohibited by this Policy.

I further certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 5<sup>th</sup> day of July 2017.

THE OXFORD COUNCIL OF CO-OWNERS

By: Elouise Margita

Printed: Elouise Margita  
Its: Secretary

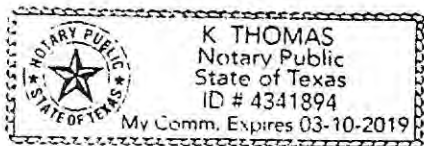
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 5<sup>th</sup> day of July 2017 personally appeared Elouise Margita, Secretary of The Oxford Council of Co-Owners, known to me to be

the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



*K Thomas*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**POLICY OF THE OXFORD COUNCIL OF CO-OWNERS**  
**[Relating to the Council's Contribution for Repair or Replacement Costs in Particular Circumstances]**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Sabrina Khan, Secretary of The Oxford Council of Co-Owners (the "Council"), do hereby certify that at a meeting of the Board of Directors (the "Board") of the Council duly called and held on the 24 day of October, 2019, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the following Policy was duly approved by not less than a majority vote of the members of the Board.

**RECITALS:**

1. Per the Declaration of Condominium for The Oxford, the Council is required to maintain a policy of property insurance on the Building covering the Building for loss or damage by fire or other casualty events.
2. Per the Declaration of Condominium for The Oxford, each Owner is responsible for maintaining insurance on the contents of the Owner's Residence Unit and the furnishings, interior walls, appliances and all parts of the Residence Unit not Common Elements.
3. Whether or not an Owner maintains insurance on his/her Residence Unit, the Declaration of Condominium provides that each Owner is responsible for the reconstruction, repair and replacement of all property not a Common Element in or a part of the Residence Unit, including floor coverings, wall coverings, furnishings, decorative light fixtures and other items.
4. There have been instances in which a leak in a plumbing line caused damage to one (1) or more Residence Units for which there were either no insurance proceeds or insufficient insurance proceeds to cover all of the repair costs.
5. The Board desires to adopt a Policy addressing the circumstances in which there is damage to upgraded floor coverings and other types of betterments in a Residence Unit and either no insurance or insufficient insurance to cover the full repair or replacement cost of such upgraded floor coverings or other betterments and the maximum amount which the Council will contribute for the repair or replacement of the damaged upgraded floor coverings or other betterments.

**WITNESSETH:**

Notwithstanding the provisions in the Declaration of Condominium which provide that each Owner is responsible for maintaining insurance on his/her Residence Unit and that each Owner is responsible for reconstructing, repairing and replacing floor coverings or other betterments in his/her Residence Unit, it is the Policy of the Council to contribute funds for the



repair or replacement of ungraded floor coverings and other betterments in a Residence Unit that are damaged as a result of a leak in a plumbing line as follows:

1. There must be damage to an upgraded floor covering or other betterment in a Residence Unit resulting from a leak in a plumbing line and either no insurance or insufficient insurance to cover the full repair or replacement cost.

2. In instances in which the circumstances, in 1, above, exist, the Council will contribute either an amount equal to the repair or replacement costs not covered by insurance or \$1,500.00, whichever amount is less.

3. In no event will the Council's contribution for repair or replacement costs under the circumstances described in 1, above, be more than \$1,500.00.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Council and that the foregoing Policy was approved by not less than a majority of the Board of Directors as set forth above and now appears in the books and records of the Council.

Executed on the date of the acknowledgement

THE OXFORD COUNCIL OF CO-OWNERS

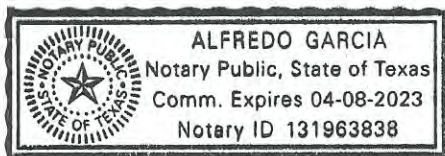
By: Sabrina Khan

Print Name: SABRINA KHAN

Secretary

THE STATE OF TEXAS     §  
   §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 24 day of October, 2019 personally appeared Sabrina Khan, Secretary of The Oxford Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Alfredo Garcia  
Notary Public in and for the State of Texas

**CONDOMINIUM ASSOCIATION MANAGEMENT CERTIFICATE**  
*for*  
**THE OXFORD COUNCIL OF CO-OWNERS**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The undersigned, being the President of The Oxford Council of Co-Owners, a non-profit corporation ("Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 82.116 of the Texas Property Code, which supersedes any prior Management Certificate filed by the Association:

1. Name of Condominium: The name of the condominium is The Oxford.
2. Name of Association: The name of the Association is The Oxford Council of Co-Owners.
3. Location of Condominium: The location of the condominium is 5150 Hidalgo, Houston, Harris County, Texas.
4. Recording Data for the Declaration:\*

a. Documents:

- (1) The Oxford Declaration of Condominium.
- (2) Amendment to the Declaration of Condominium for The Oxford.
- (3) First Amendment to The Oxford Declaration of Condominium.
- (4) Second Amendment to the Declaration of Condominium for The Oxford.
- (5) Fourth Amendment to The Oxford Declaration of Condominium.
- (6) Fifth Amendment to The Oxford Declaration of Condominium (Transfer of Parking Spaces).
- (7) Sixth Amendment to The Oxford Declaration of Condominium (Transfer of Parking Spaces).

b. Recording Information:

- (1) Volume 117, Page 66, *et seq.* in the Condominium Records of Harris County, Texas.
- (2) Volume 160, Page 76, *et seq.* in the Condominium Records of Harris County, Texas.

- (3) Volume 178, Page 76, *et seq.* in the Condominium Records of Harris County, Texas.
  - (4) Volume 164, Page 53, *et seq.* in the Condominium Records of Harris County, Texas.
  - (5) Film Code No. 185139, *et seq.* in the Condominium Records of Harris County, Texas.
  - (6) Film Code No. 216374 in the Condominium Records of Harris County, Texas.
  - (7) Film Code No. 216745, *et seq.* in the Condominium Records of Harris County, Texas.
5. Name and Mailing Address of the Association: The name and mailing address of the Association is The Oxford Council of Co-Owners c/o Midtown Management Corporation, 2525 Robinhood Street, Suite 111, Houston, Texas 77005.
  6. The Contact Information for the Association's Designated Representative: The contact information of the designated representative of the Association is Midtown Management Conveyance Department. Address: 2525 Robinhood Street, Suite 111, Houston, Texas 77005. Phone No.: 713.489.4901. Email Address: info@midtownmgmt.com.
  7. The Association's Dedicatory Instruments are Available to Members Online at: [www.midtownmgmt.com](http://www.midtownmgmt.com).
  8. The Amount and Description of the Fees and Other Charges Charged by the Association in Connection with a Unit Transfer:

Description	Fee
Resale Certificate Fee	\$ 375.00
Refinance Fee	\$ 160.00
Transfer Fee	\$ 300.00
Reserve Fund [Declaration Article IV, Section 4.7]	At the closing of every sale of any residence unit, with the exception of sales from existing residence unit owner to another existing residence unit owner, the purchaser of such residence unit shall pay to the Council a maintenance fee to fund the Reserve Fund in an amount two (2) times the monthly common expense charge applicable to the

RP-2024-235981

	residence unit at the time of such sale. This amount must be confirmed by the Association.
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9. Other Information the Association Considers Important: N/A

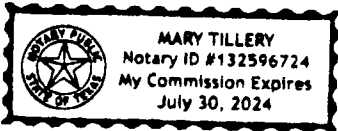
\*This Management Certificate does not purport to identify every publicly recorded document affecting the Subdivision, or to report every piece of information pertinent to the Subdivision. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Subdivision and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

Executed on this 27<sup>th</sup> day of June, 2024.

THE OXFORD COUNCIL OF CO-OWNERS

By: Fred G. Louis  
Printed: FRED G. LOUIS  
Its: Board president

THE STATE OF TEXAS §  
COUNTY OF Harris §



BEFORE ME, the undersigned notary public, on this 27<sup>th</sup> day of June, 2024 personally appeared Fred Louis Board President of The Oxford Council of Co-Owners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Mary B. Tillery  
Notary Public in and for the State of Texas

RP-2024-235981  
# Pages 4  
06/28/2024 08:53 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$33.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2024-235981