

AMENDMENT TO CONDOMINIUM DECLARATION

FOR

THE BARCLAY CONDOMINIUM RESIDENCES

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS

This Fourth Amendment to the Barclay Condominium Residences Condominium Declaration (Amendment) is made on this the 12th day of August, 1993 after having been adopted by the members of the Barclay Owner's Association, Inc. at the annual meeting on May 27, 1993. The purpose of said Amendment is to modify the terms of the Declaration filed of record on October 10, 1977 in the Harris County Condominium Records, Vol. 50, Pg. 12, Clerk's File Number F328759 and amended as follows:

- 1. First Amendment To Condominium Declaration for The Barclay Condominium Residences Phase I, filed of record in the Harris County Condominium Records, Vol. 50, Pg. 115;
2. Certificate of Annexation-The Barclay Condominium Residences Phase II, filed of record on December 14, 1977 in the Harris County Condominium Records, Vol. 57, Pg. 38, Clerk's File No. F408287;
3. Certificate of Annexation-The Barclay Condominium Residences Phase III, filed of record on March 9, 1978 in the Harris County Condominium Records, Vol. 64, Pg. 132, Clerk's File No. F509156; and
4. Amendment To Condominium Declaration For The Barclay Condominium Residences, filed of record on July 11, 1989 in the Harris County Condominium Records, under Clerk's File No. M232133.
5. Correction Amendment To Condominium Declaration For The Barclay Condominium Residences, filed of record on August 30, 1989 in the Harris County Condominium Records, under Film Code No. 155-72-2471 et. seq., Clerk's File No. M297366.
6. Third Amendment To Condominium Declaration For The Barclay Condominium Residences, filed of record on July 29, 1992 in the Harris County Condominium Records under Clerk's File No. N742145.

Handwritten initials or mark in the bottom right corner.

I.

Article 2, Section 1 entitled Use Restrictions is hereby deleted and the following is substituted in its stead.

Section 1. Use Restrictions. Each Owner shall use his/her Apartment solely for residential purposes, and no business, profession, or other commercial activity of any type shall be permitted from or out of any Apartment, Common Element, or Limited Common Element. No Owner shall use or permit such Owner's Apartment nor any Common Element, or Limited Common Element to be used for any purpose which would void any insurance in force with respect to the Project or which would make it impossible to obtain any insurance required by this Declaration or which would constitute a violation of any applicable law, ordinance, rule or regulation, including the Rules and Regulations of the Barclay Owner's Association, Inc. No nuisances shall be allowed on the condominium property, nor shall any use or practice be allowed which is a reasonable source of annoyance to Apartment Owners, or which interferes with the peaceful and proper use of the condominium property by any Apartment Owner. No part of any curtains, blinds, shades, draperies, or other window coverings visible from the exterior of any Apartment shall be used in any Apartment unless same are white or beige or other similar uniform color approved by the Board. No pets shall be allowed on the Project at any time.

II.

Article 4, Section 5 is hereby deleted from the Declaration and the following is substituted therefor:

Section 5. Payment of Maintenance Expense Charge. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed.

Article 10, Section 3 entitled Enforcement is hereby deleted from the Declaration and the following is substituted therefor.

Section 3. Enforcement. At any time any person shall be in violation of any of the terms of this Declaration, the Rules and Regulations adopted from time to time by the Board as provided in Section 5 of this Article 10, or the Bylaws and all amendments thereto (referred to herein singularly and collectively as the Condominium Documents) the Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity, or the Board, at its option, after ten (10) days written notice to the Owner and/or Occupant of the unit in question, and the further failure to remedy the default on the part of the Owner and/or Occupant so notified, may pursue any one or more of the remedies set forth hereinbelow which remedies are cumulative of any and all other remedies available:

- a.) Impose a fine in an amount predetermined and published by the Board, in its sole discretion to be reasonable under the circumstances for the particular infraction, giving full consideration to the nature and extent of the violation, the frequency of occurrence and the adverse affect upon, and interference with the peaceful and proper use of the condominium property by any Apartment Owner. Any person assessed such a fine shall be entitled, upon written request received by the Board within ten (10) days of notification of the imposition of such fine, to a hearing before the Board, or such other reviewing body established by the Board. The ruling of the reviewing body shall be conclusive as to all issues in dispute.
- b.) The Board may abate any violation of the Condominium Documents and take such action as is reasonable, including, but not limited to, the removal and/or impoundment of anything improperly maintained on the property, whether in, on or about a Common Element, a Limited Common Element or an Apartment, in violation of any of the terms and conditions of the Condominium Documents. In the event any such property is impounded it may be placed in suitable storage and thereafter will be the responsibility of the owner thereof.
- c.) After notice to the Owner and Lessee, as required by this Section, and in the event a violation of any of the terms and conditions of the Condominium Documents is not remedied by the Owner and/or Lessee, the Board may, in its discretion, evict any such defaulting Lessee by giving notice of eviction and may maintain an action in forcible entry and detainer against such Lessee without regard to the rights of the Owner under a lease.
- d.) Suspend any and all services provided by the Association to the noncomplying Owner and/or Lessee
- e.) Bar the noncomplying Owner and/or Lessee from using any of the common elements.
- f.) Revoke the noncomplying Owner's voting rights in the affairs of the Association.

For purposes of this Section each Owner of an Apartment is liable for the conduct of members of his/her immediate family, relatives, guests, visitors, servants and lessees in the observance of the Condominium Documents; each Lessees shall be liable for the conduct of members of his/her immediate family, relatives, guests, visitors and servants in the observance of the Condominium Documents. It is the responsibility of each Owner and Lessee to inform and acquaint any and all of the above persons with the requirements of the Condominium Documents.

The Board is hereby authorized to incur any and all reasonable expenses in enforcing compliance with the Condominium Documents, specifically including, but not limited to, reasonable attorneys fees and court costs. Any and all such expenses and fines which may be imposed under this Section shall be the liability of the Owner incurring same; in the case of a Lessee these same expenses and fines shall be the joint and several liability of the Owner and Lessee. All such expenses and fines shall be payable on demand and shall be secured by a vendor's and/or contractual lien and superior title to the subject unit in the manner provided in the Condominium Documents and amendments hereto and set out below.

Any charges incurred under the provisions of the Condominium Documents, including, but not limited to, Maintenance Expense Charges, Special Assessments, costs of enforcing compliance with the Condominium Documents, collection costs, reasonable attorney's fees, court cost, fines imposed hereunder, and all similar and related costs, not paid by the 10th day of the month such amounts are due shall be deemed delinquent, and, without notice, shall bear interest at the lesser of 10% per annum or the highest lawful rate allowable under law from the date originally due until paid in full. In the event such delinquent amount is a Maintenance Expense Charge and remains unpaid by the 15th day of the month in which said amount is due, then at the Board's election the Maintenance Expense Charge due from the delinquent Owner for the next 12 month period shall be accelerated and become at once due and payable, and from the 15th day of such month shall bear interest at the highest lawful rate allowable under law until paid in full.

To secure payment of the charges hereinabove mentioned, a vendor's and/or contractual lien and superior title to each Apartment shall be, and hereby is reserved to the Association, which lien shall be enforceable either through any and all appropriate judicial proceedings by the Association, or by non judicial foreclosure proceedings. Each Owner, by accepting conveyance of an Apartment, irrevocably grants to the Association a power of sale so that the lien for any unpaid sums required, or which may be required, to be paid under the terms of the Condominium Documents may be foreclosed at a public non judicial foreclosure proceedings in the manner prescribed by law in the State of Texas. The Association may be a bidder at any such foreclosure sale and, if the highest bidder, may have the amounts owed the Association and secured by the Association's vendor's and/or contractual lien and superior title, applied as a credit toward such bid. The vendor's lien and superior title and any other liens herein reserved shall be subordinate in all respects to any Mortgage, and a Mortgagee acquiring title to an Apartment, whether pursuant to the remedies provided for in its mortgage, or procedures in lieu thereof, shall not be liable for the unpaid portion of the hereinabove charges attributable to the Apartment in question that arose prior to such acquisition.

In addition to the lien hereby retained, in the event of nonpayment by an Owner of such Owner's portion of the Maintenance Expense Charge, the Association, acting by and through the Board may, at the option of the Board, exercise any or all of the remedies set forth in the Condominium Documents and in addition may, upon ten days written notice, purchase from the non paying Owner (and for this purpose each Owner hereby grants to the Association an option to so purchase) such non paying Owner's Apartment at a purchase price which is the lesser of the price at which such Owner originally purchased the Apartment, or the then current fair market value of said Owner's Apartment, less the amount of the unpaid portion of the Maintenance Expense Charge giving rise to such option (said option being expressly subordinate to any Mortgage on such non paying Owner's Apartment).

III.

Article 9 entitled "RESTRICTIONS ON LEASING OF APARTMENTS" is hereby changed to Section 1 of Article 9; and the following paragraph is hereby added as Section 2 of Article 9:

Section 2: Restrictions on the Number of Apartments Owned. At no time shall title or ownership of more than five (5) Apartments be vested in, or held by the same Person (hereinafter defined). The term "Person", as used in the preceding sentence, shall mean any natural persons, or group of natural persons, as well as any corporation, partnership, trust, limited liability company, association or other entity in which such person or group of persons has/have or control(s) over 50% of the legal, beneficial or equitable ownership thereof, as well as any agent, trustee or nominee of or for any such person or entity. The foregoing limitation of ownership rights shall not serve to:

a) divest the ownership rights of owners of multiple Apartments acquired before the effective date of this Fourth Amendment to the Declaration;

b) prohibit a foreclosure or acquisition by deed in lieu of foreclosure by:

1. any Mortgagee exercising a security interest under a deed of trust lien encumbering the applicable Apartment(s); or
2. an ad valorem taxing authority exercising its security interest with regard to delinquent property taxes owing with respect to the applicable Apartment(s); or
3. the Association exercising its security interest with regard to a delinquent Maintenance Expense Charge, Special Assessments and related charges owing with respect to the applicable Apartment(s).

c) prohibit the transfer of an Apartment or Apartments by devise or descent under the laws of inheritance of the State of Texas.

FILED

AUG 23 8 31 AM '93

Debra A. Payne

COUNTY CLERK
HARRIS COUNTY TEXAS

(41)

In accordance with Article 8, Section 1 and Article 3, Section 5 of the Declaration, this Amendment has been accepted and approved by Members having at least two-thirds (2/3) of the votes entitled to be cast in the affairs of the Association. The ballots containing the signatures of each member who accepted and approved this Amendment are on file in the Minutes of the Meeting of the Members of the Barclay Owner's Association, Inc. held on May 27, 1993.

Executed on this the 12th day of August, 1993.

THE BARCLAY OWNER'S ASSOCIATION, INC.

By: Evelyn M. McKnight
Evelyn McKnight, President

STATE OF TEXAS §

COUNTY OF HARRIS §

On this day personally appeared Evelyn McKnight, President of The Barclay Owner's Association, Inc., 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 purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of AUGUST, 1993.

My commission expires on

8-14-95

Orlando Lopez
Notary public in and for
The State of Texas

After recording return to
Glenn J. Youngblood, Attorney at Law
5650 Kirby Dr., #143
Houston, Texas 77005

(A)

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.

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

(13)

OFFICE OF
MOLLY A. PRYOR
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
FILM CODE 165029

BARCLAY CONDOMINIUM RESIDENCES
AMEND

THIS IS PAGE 1 OF 2 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

OFFICE OF
MOLLY A. PRYOR
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
FILM CODE 165030

BARCLAY CONDOMINIUM RESIDENCES
AMEND

THIS IS PAGE 2 OF 2 PAGES

REDUCTION 16X CAMERA DESIGNATION MRG1

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



AUG - 23, 1993

Molly A. Pryor
COUNTY CLERK
HARRIS COUNTY, TEXAS