

8.
Notice
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**CERTIFICATE OF
CORPORATE RESOLUTION
THE BARCLAY OWNERS' ASSOCIATION, INC.
(ASSOCIATION POLICY AS TO MODIFICATIONS TO INTERIOR FLOORING)**

The undersigned Secretary of The Barclay Owners' Association, Inc., a Texas non-profit corporation (the "Association"), does hereby certify that at a duly constituted meeting of the Board of Directors of the Association held on April 20, 2020, with at least a majority of the Board of Directors present, the following resolution was duly made and approved by the Board of Directors:

WHEREAS, pursuant to that certain "Condominium Declaration for The Barclay Condominium Residences, Phase I" recorded in Volume 50, Page 12, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively referred to herein as the "Declaration"), the Association is responsible for administering The Barclay condominium regime and the covenants, conditions, and restrictions set forth in the Declaration; and

WHEREAS, pursuant to the Declaration and Section 82.102 of the TEXAS PROPERTY CODE the Association is authorized to adopt, amend, and enforce reasonable rules regulating the use, occupancy, maintenance, repair, modification, and appearance of the units and common elements, to the extent the regulated actions affect common elements or other units; and

WHEREAS, the Board of Directors has deemed it desirable and necessary to adopt a policy regarding the modifications to interior flooring, as same affects other units with regard to noise levels and sound transmissions; and

WHEREAS, by this resolution, the Board of Directors is desirous of evidencing, ratifying and confirming the policy of the Association as to modifications to interior flooring, and to provide disclosure of such policy to prospective future owners of condominium units at The Barclay; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Association hereby adopts the following resolution, and formal notice is hereby given to all current owners of condominium units at The Barclay as to the policy of the Association, and to all prospective, future owners of condominium units at The Barclay of the policy of the Association, as follows:

**ASSOCIATION POLICY AS TO
MODIFICATIONS TO INTERIOR FLOORING**

1. This policy shall apply to modifications, from and after the effective date hereof, to certain flooring within living/family rooms, bedrooms, and dining rooms (generally all such interior rooms with the exception of bathrooms and kitchens) in all condominium units located on a second and third story which are situated above a

separate downstairs condominium unit.

2. The original build-out standard for flooring within living/family rooms, bedrooms, and dining rooms (generally all such interior rooms with the exception of bathrooms and kitchens) of condominium units at The Barclay, as built and installed by the original Declarant/developer and as originally conveyed to buyers of condominium units was carpeting over padding. This original build-out standard of carpeting over padding resulted in, and/or was designed so as to accomplish, certain noise abatement between the floor/ceiling assemblies between the upstairs and downstairs dwelling units and acted to mitigate noise transmission between the floor/ceiling assemblies to reasonably acceptable levels.
3. While this policy is not intended to require the continued use of, and/or to limit flooring materials utilized in the living/family rooms, bedrooms, and dining rooms of upstairs condominium units to carpeting over padding, it shall be **REQUIRED** that any Owner who hereafter intends to remove any such existing carpeting over padding within their living/family rooms, bedrooms, and dining rooms and replace same with any material other than carpeting over padding (including, but not limited to, hard surfaced flooring; whether wood, tile, granite, stone, laminate, linoleum, cork, etc.) **MUST COMPLY** with this policy.
4. Each Owner of an upstairs condominium unit who hereafter installs any new flooring and/or hard surfaced flooring (whether wood, tile, granite, stone, laminate, linoleum, cork, etc.) **SHALL CAUSE TO BE INSTALLED** acoustical cushions, separations, sound barriers, or sub-flooring of a type and quality, and generally having specifications for noise abatement substantially equivalent to the noise abatement qualities of carpeting over padding, between any such new flooring and/or hard surfaced flooring (whether wood, tile, granite, stone, laminate, linoleum, cork, etc.) and the existing light-weight concrete over plywood decking sub-floor.
5. Unless a different specification is required by (i) the building code(s) adopted and in force by the City of Houston from time to time, or (ii) any other governmental agency (including FHA), the **MINIMUM** specifications for sound transmission must comply with the minimum specifications established and/or amended from time to time by the International Building Code ("IBC") allowed for sound transmission through floor/ceiling assemblies separating dwelling units. As of the date of the adoption of this policy, the IBC standards (IBC Section 1207) are as follows:
 - a. Section 1207.2. Air-borne Sound. Walls, partitions and floor/ceiling assemblies separating dwelling units from each other shall have a sound transmission class (STC) of not less than 50 (45 if field tested) for air-borne noise when tested in accordance with ASTM E 90. (Note: STC, or "Sound Transmission Class" is a single-number rating that indicates the sound transmission loss of a partition or ceiling system between adjacent closed rooms. The higher the STC number, the better the sound insulation quality of the partition or ceiling system. Qualified flooring manufacturers, dealers,

and installers should be familiar with the STC ratings of their product and be knowledgeable as to the necessary method and manner of installation and the type and quality of acoustical cushions, separations, and sub-flooring necessary to achieve the minimum STC rating. Carpeting over padding installed over the existing upstairs flooring system at The Barclay must meet or exceed this minimum STC rating).

- b. Section 1207.3. Structure-borne Sound. Floor/ceiling assemblies between dwelling units or between a dwelling unit and public or service area within the structure shall have an impact insulation class (IIC) rating of not less than 50 (45 if field tested) when tested in accordance with ASTM E 492 (Note: IIC, or "Impact Insulation Class" is a single number rating that indicates the amount of impact noise isolation provided by the floor/ceiling assembly. The higher the number, the quieter the floor/ceiling assembly. Qualified flooring manufacturers, dealers, and installers should be familiar with the IIC ratings of their products and be knowledgeable as to the necessary method and manner of installation and the type and quality of acoustical cushions, separations, and sub-flooring necessary to achieve the minimum IIC rating. Carpeting and padding installed over the existing flooring system at The Barclay must meet or exceed this minimum IIC rating).
6. Before an Owner performs any modification to any portion of his/her flooring which is subject to this policy, said Owner must obtain the **PRIOR WRITTEN APPROVAL** of the Board of Directors. The Owner must submit to the Board of Directors the plans and specifications as to the type and quality of flooring to be installed, and the specifications for noise abatement to be installed between the new flooring and/or hard surfaced flooring (whether wood, tile, granite, stone, laminate, linoleum, cork or other hard surfaced flooring) and the existing light-weight concrete over plywood decking sub-floor, including the STC rating and IIC rating of such flooring and flooring assemblies as supplied by the manufacturer, dealer, and/or installer of such flooring as well as the opinion and/or report of a certified structural engineer or a certified sound engineer.
7. Before an Owner performs any modification to any portion of his/her flooring which is subject to this policy, said Owner must also submit to the Association an original fully executed "Agreement (Modification to Interior Flooring)" signed by both the Owner and the Owner of the condominium unit located immediately below the Owner's condominium unit. The "Agreement (Modification to Interior Flooring)" must also be notarized and shall be duly recorded in the Official Public Records of Harris County, Texas. A copy of the "Agreement (Modification to Interior Flooring)" is attached hereto as Exhibit "A" and is incorporated herein for all purposes.
8. Any Owner who fails or refuses to comply with the requirements of this policy shall be liable to the Association or any other condominium unit owner damaged as a result of such failure to comply with this policy, and shall be subject to appropriate injunctive relief to mandate the removal of any flooring not meeting the minimum

specifications established by this policy and shall be required to re-install flooring meeting such minimum specifications, all at the expense of such Owner.

- 9. Any Owner who has installed flooring in his/her condominium unit prior to the effective date of this policy shall continue to be bound by the applicable provisions in the Declaration and dedicatory instruments of the Association prohibiting any act or omission which constitutes or may constitute a nuisance or annoyance, including any nuisance or annoyance created or resulting from excessive noise transmission due to modifications of flooring assemblies or otherwise and shall be subject to appropriate injunctive relief to abate any such nuisance or annoyance.
- 10. Any owner who fails to comply with the provisions of this policy shall be subject to legal action as set forth in Paragraph 8 and Paragraph 9 herein above. In addition, the Association may proceed with any and all legal action or enforcement action as provided for in the dedicatory instruments of the Association.

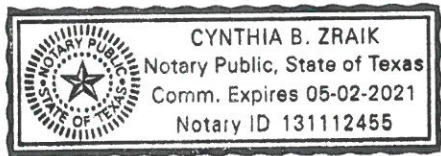
THE BARCLAY OWNERS' ASSOCIATION, INC., a
Texas non-profit corporation

10R
11/5/20

X Glenda R. Weaver
Glenda R. Weaver, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 8th day of May, 2020 by Glenda Weaver, Secretary of The Barclay Owners' Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



Cynthia B. Zraik
Notary Public - State of Texas

RECORD AND RETURN TO: ✓
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: K. Slaughter
9225 Katy Freeway, Suite 250
Houston, Texas 77024

AGREEMENT
(MODIFICATIONS TO INTERIOR FLOORING)

WHEREAS, pursuant to that certain "Condominium Declaration for The Barclay Condominium Residences, Phase I" recorded in Volume 50, Page 12, et seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (collectively referred to herein as the "Declaration"), The Barclay Owners' Association, Inc. (the "Association") is responsible for administering the common elements of the The Barclay condominium regime and the restrictive covenants set forth therein; and

Whereas, _____ ("**Owner A**") is the record title owner of the following described property:

Unit No. _____, Bldg. "_____" in THE BARCLAY CONDOMINIUM RESIDENCES, PHASE I, a condominium regime according to the Declaration recorded in Volume 50, Page 12, et seq. of the Condominium Records of Harris County, Texas and all amendments thereto ("**Unit A**"); and

Whereas, _____ ("**Owner B**") is the record title owner of the following described property:

Unit No. _____, Bldg. "_____" in THE BARCLAY CONDOMINIUM RESIDENCES, PHASE I, a condominium regime according to the Declaration recorded in Volume 50, Page 12, et seq. of the Condominium Records of Harris County, Texas and all amendments thereto ("**Unit B**"); and

WHEREAS, Owner A intends to install new flooring and/or hard surface flooring (i.e., wood, tile, granite, stone, laminate, linoleum, cork, etc.) in Unit A; and

WHEREAS, Unit B is located immediately beneath and under Unit A; and

WHEREAS, Owner A has submitted the proposed plans and specifications related to the installation of the new flooring and/or hard surface flooring in Unit A to Owner B, and Owner B has approved and agreed to the installation of the new flooring and/or hard surface flooring in Unit A; and

WHEREAS, Owner A and Owner B are desirous of evidencing, ratifying and confirming this agreement between the parties, and to provide disclosure of same to prospective future owners of Unit A and Unit B as to same;

NOW THEREFORE, formal notice is hereby given to all existing present unit owners at The Barclay and to all prospective future owners of units at The Barclay, as follows:

Owner A has submitted the proposed plans and specifications related to the installation of the new flooring and/or hard surface flooring in Unit A to Owner B. Such plans and specifications include the opinion and/or report of a certified structural engineer or a certified sound engineer. Owner B has agreed to and approved the installation of new flooring and/or hard surface flooring in Unit A by Owner A in accordance with the submitted plans and specifications.

Owner A shall be responsible for the future maintenance, repair and replacement of the new flooring and/or hard surface flooring in Unit A, and such obligation shall be the responsibility of all future owners of Unit A. The responsibility for the maintenance, repair and replacement as described herein shall not terminate upon the sale of Unit A by Owner A.

Any and all disputes related to the new flooring and/or hard surface flooring installed in Unit A, including, but not limited to, increased noise transmission, shall be by and between Owner A and Owner B, as well as, all future owners of Unit A and Unit B. Owner A and Owner B hereby **RELEASE and DISCHARGE** the Association and its directors, officers, managers, employees, agents and/or representatives from any and all claims for injury, damage, or loss related to the installation of hard surface flooring and/or cork flooring as described herein, including, but not limited to, any increased noise transmission. The obligations and responsibilities as described herein shall not terminate upon the sale of Unit A by Owner A or upon the sale of Unit B by Owner B. Same shall be the continuing obligation and responsibility of all future owners of Unit A and Unit B.

This agreement between Owner A and Owner B is not a waiver of the provisions of the Declaration. All provisions of the Declaration shall remain in full force and effect.

This agreement is executed as of the dates shown herein below, but is effective as of _____, 20__.

OWNER A

By: _____
Print Name: _____
Address/Unit No.: _____

OWNER B

By: _____
Print Name: _____
Address/Unit No.: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 20__, by _____ ("Owner A").

Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this _____ day of _____ 20__, by _____ ("Owner B").

Notary Public - State of Texas

FILED FOR RECORD

8:00:00 AM

Wednesday, May 13, 2020

Diane Mautman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Wednesday, May 13, 2020



Diane Mautman

COUNTY CLERK
HARRIS COUNTY, TEXAS