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06/23/2020 RP1 \$126.00

**SECRETARY'S CERTIFICATE OF
THE BARCLAY OWNERS' ASSOCIATION, INC.**
(SECOND AMENDED AND RESTATED RULES AND REGULATIONS)

The undersigned, being the duly elected, qualified, and acting Secretary of The Barclay Owners' Association, Inc., a Texas non-profit corporation, the corporation set forth and described in that certain "Condominium Declaration for The Barclay Condominium ^{1ff} Residences, Phase I" recorded in Volume 50, Page 12, et seq., of the Condominium Records of Harris County, Texas (said recorded document and all exhibits and amendments thereto being referred to as "Declaration"), the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that at a regular meeting of the Board of Directors of the Association held on June 15, 2020, with at least a majority of the Board of Directors being present, the "Second Amended and Restated Rules and Regulations" attached hereto as Exhibit "A" were adopted and approved by the Board of Directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and at Houston, Texas, this 16 day of June, 2020.

THE BARCLAY OWNERS' ASSOCIATION, INC., a ^{10C} Texas non-profit corporation

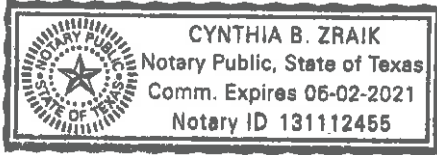
By: Glenda R. Weaver
Glenda R. Weaver, Secretary

STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me on this 16 day of June 2020, by Glenda Weaver, Secretary of The Barclay Owners' Association, Inc., a Texas non-profit corporation, on behalf of said 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

**THE BARCLAY OWNERS' ASSOCIATION, INC.
SECOND AMENDED AND RESTATED RULES AND REGULATIONS
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**THE BARCLAY OWNERS' ASSOCIATION, INC.
SECOND AMENDED AND RESTATED RULES AND REGULATIONS**

THESE SECOND AMENDED AND RESTATED RULES AND REGULATIONS HEREBY AMEND AND REPLACE IN THEIR ENTIRETY THOSE CERTAIN AMENDED AND RESTATED RULES AND REGULATIONS RECORDED ON APRIL 26, 2010, UNDER COUNTY CLERK'S FILE NO. 20100164638 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS, AND THOSE CERTAIN SUPPLEMENTAL RULES AND REGULATIONS RECORDED ON OCTOBER 15, 2012, UNDER COUNTY CLERK'S FILE NO. 20120500062 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS AND THAT CERTAIN FIRST AMENDMENT TO THE AMENDED AND RESTATED RULES AND REGULATIONS RECORDED ON JUNE 13, 2014 UNDER COUNTY CLERK'S FILE NO. 20140254730 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS.

INTRODUCTION

The herein below set forth Second Amended and Restated Rules and Regulations (these "Rules") have been adopted by the Board of Directors (the "Board") of The Barclay Owners' Association, Inc., a Texas non-profit corporation (the "Association") pursuant to the terms of the Condominium Declaration for the Barclay Condominium Residences and any amendments thereto (hereinafter collectively referred to as the "Declaration") and the Association's Bylaws (the "Bylaws") and Texas law. These Rules govern and regulate The Barclay Condominiums (the "Barclay") and are for the betterment of all who own or lease units at the Barclay.

These Rules shall in no way limit or restrict the Association's ability, power, or authority to amend or add to these Rules. Each Owner of a condominium unit at The Barclay (the "Owner") is responsible for complying with the terms and conditions of the Declaration, the Bylaws and these Rules (all of which documents are hereinafter collectively referenced to as the "Association Documents"), as well as ensuring the compliance with the terms and conditions of the Association Documents by the Owner's children, family, employees, agents, invitees, servants, lessees, tenants, and any other individuals the Owner may allow to stay in the Owner's unit or anywhere else at The Barclay. In the event of a breach of the terms and conditions of the Association Documents by any such party, the Association shall be entitled to pursue any and all of its remedies provided for in the Association Documents or at law or in equity against the responsible Owner or violating party, including assessing fines against the Owner as provided for herein.

1. Obstruction of Common Elements. No sidewalk, driveway, parking area, public hallway, walkway, stairway, closet or any other common element shall be obstructed in any manner, nor shall any object be stored or placed in such areas.
2. Balconies and Patios. Residents may place upon balconies or patios, patio furniture and such decorative items as such resident may deem desirable provided, that the Board shall have the right at any time to direct removal of any item which the Board determines, in its sole discretion, detracts from the general appearance of the Barclay or is hazardous. Brooms, mops, hanging baskets or hanging objects, laundry, towels, rugs, clothes or bedding may not be hung or aired on unit terraces or balconies. The use of or storage of charcoal, electric, gas stoves or any similar heating or cooking device is prohibited on any patios, balconies, terraces, storage areas or other limited common areas. Residents are responsible for cleaning the balcony and/or patio appurtenant to their unit.
3. Mail and Package Delivery. The Board and the Manager of the Barclay (the "Manager") are not responsible for damages or loss of packages or mail. Any problem should be handled directly between the carrier and the resident.
4. Landscape. Residents may not place or plant flowers or plants at the Barclay except Residents may have potted plants on their balconies or patios as long as the plants do not create a nuisance and are otherwise acceptable to the Board, in its sole discretion. Instructions or complaints on landscaping projects must be made in writing to the Manager.
5. Cable Television. The Board and the Manager are not responsible for outages or other problems with the cable television service. Any problems should be handled directly between the resident and the cable company.
6. Contractors, Workers and Deliveries. Contractors, workers and delivery personnel must sign in with the Manager beginning at 8:00 a.m. and obtain a badge before entering any building or unit. It is the responsibility of the resident contracting the work/delivery to notify the contractors, workers or delivery personnel of this requirement. Work must stop and badge returned to the office for that day by 5:00 p.m.
7. Pets and Animals. No pets or animals of any type shall be permitted at The Barclay at any time. Birds and squirrels are not to be fed and therefore, bird-feeders and squirrel feeders are not allowed at The Barclay.
8. Signs and Advertisements. No sign, notice, political literature (including Barclay related material) or advertisement of any type shall be posted or distributed within the confines of the Barclay without the prior written consent of the Board.

The foregoing prohibition as to signs is not applicable to political signs as set forth herein. The display of political signs shall be permitted in accordance with Section 202.009 of the Texas Property Code as it currently exists or as same may be amended or modified. The display of political signs advertising a candidate or ballot item for election may be displayed for ninety (90) days before an election or ten (10) days after an election. Political signs cannot be displayed or placed in the Common Elements. Political signs must be ground mounted. Only one (1) sign for each candidate or ballot item is allowed. Political signs that contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component are prohibited. Political signs that are attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object are prohibited. The painting of political signs on an architectural surface is prohibited. Political signs that threaten public health or safety are prohibited. Political signs larger than four feet by six feet are prohibited. Political signs that violate the law are prohibited. Political signs that contain language, graphics, or any display that would be offensive to the ordinary person are prohibited. Political signs accompanied by music or other sounds or by streamers or is otherwise distracting to motorists are prohibited.

9. Window-Air Conditioners. No window unit air-conditioner or window fans shall be attached to any of the buildings or maintained outside of any unit (herein called "unit") without the prior consent of the Board.
10. Unit Maintenance. Each owner shall keep his unit in good order and in good state of repair whether or not he/she resides in such unit. He/she will be liable for damages to any property or person by reason of his/her failure to do so.
11. Window Coverings. Curtains, blinds, shades, draperies, or any other window or patio door covering, or part thereof, visible from the exterior of any unit shall be white or beige only.
12. Water and Electricity Conservation. Water faucets, dishwashers, garbage disposals, lights and similar apparatus shall not be left on or running for an unreasonable or unnecessary length of time.
13. Operation of Air Conditioning/Heating Systems is dictated by current outside temperatures at The Barclay, not as reported on radio, TV, or Internet as indicated below:
 - Temperature 60 degrees and above - Air Conditioning
 - Temperature 50 degrees and below - Heat
 - Temperature between 50 degrees -60 degrees - Ambient Air

Extreme weather conditions can make the system vary a couple of degrees to obtain air conditioning or heating.

14. Nonresidential Use of Electricity. Electricity usage at the Condominiums should only be for household residential purposes. In the event that a question or dispute should arise concerning whether or not a use is for household residential purposes, the determination by the Board will control. Residents and their contractors, guests and invitees are prohibited from using electric service at locations or providing electric service to any location which is outside the resident's Apartment. Residents and their contractors, guests and invitees are also prohibited from using extension cords to points outside the resident's Apartment. Use of electricity for charging hybrid or electric vehicles is specifically prohibited. Further, use of electronic devices or other equipment that requires excessive amounts of electricity is not allowed. In the event that a question or dispute should arise concerning whether or not a use requires excessive amounts of electricity, the determination by the Board will control. Notwithstanding the foregoing, the Association may use electricity at the Condominiums as it deems appropriate, in its sole discretion.

15. Vehicles and Parking.

- a. All Vehicles must be parked front-end in.
- b. Owners and residents shall not permit anyone to use parking spaces of other Owners or residents. Vehicles not properly parked shall be subject to removal at the vehicle owner's expense.
- c. Inoperable vehicles or vehicles with expired license plates and/or inspection stickers or lacking same may not be stored in the carports. All of the foregoing vehicles shall be subject to being towed away by the Association at the vehicle owner's expense.
- d. Car washing anywhere on the property is prohibited.
- e. Trucks, other than those on the premises for the specific purpose of conducting business during working hours, which contain debris and tools, may not be kept in the carports, parking area or in the driveway. Debris is defined to include tree and shrub limbs and trimmings, grass clippings, old lumber and other materials from construction projects, or any other trash or discarded materials from any source. Tools are defined to include mowers, edgers, construction tools and other items which are used in a trade or profession. Such vehicles are subject to being towed by the Association at the vehicle owner's expense. A pick-up truck that is a resident's personal vehicle may be parked in the carports.
- f. No repair work shall be done to vehicles in a parking space. No trailers, boats, motor homes, campers, structures or outbuildings will be permitted at the

Barclay. No trailers, boats, campers, motor homes, etc., shall be parked unattended at any time in such manner as to obstruct entrance or exit from any of the common or limited common elements of the Barclay.

- g. Parking spaces may be leased or rented on a month-to-month basis only to other Owners or residents, upon notifying the Manager's office.
 - h. All vehicles entering or leaving the Barclay through the controlled access vehicular gates must use an authorized gate card or other authorized device as approved by the Board for such purpose. When a vehicle has proceeded through the gate, subsequent vehicles shall wait until the gate has closed before initiating the next gate opening cycle. Drivers of each such vehicle are prohibited from following another vehicle through the gates without inserting their authorized gate card into the appropriate slot provided for such card, or using any other authorized device, to open the gate for entrance or exit.
16. Garbage. All garbage and trash should be placed in the proper sized plastic bags and secured with a tie, then put into trash chutes or containers. Bottles, broken glass, sharp medical needles, blades or any other items that can cause harm to the person responsible for removal must be placed in proper containers before discarding anywhere on the property. Large cartons or other items that do not fit into the trash chutes may be placed on the floor of the service rooms for removal by the porter. All boxes must be flattened and placed in recycling containers and never disposed of in trash chutes.
17. Hazardous Material. Containers of gasoline, kerosene, benzene, propane or other flammable or explosive articles may not be brought into or stored in the buildings, units and/or storage areas.
18. Noise. Owners and residents shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises and in using or playing or permitting to be played, musical instruments, radios, stereos, television sets, amplifiers or any other instrument or devices in any manner so as to disturb or tend to disturb any other owner or occupant.
19. Construction Hours. Construction, including painting of units, must be done between 8:00 a.m. and 5:00 p.m. Monday through Friday, and on Saturdays between 8:00 a.m. and 12:00 p.m. The owner must notify office prior to scheduling any Saturday work.
20. Unit Use. Each Owner and resident shall use his/her unit solely for residential purposes, and no business, profession, or other commercial activity of any type shall be permitted from or out of any unit, common element, or limited common element. No Owner or resident shall use or permit his/her unit or any common element, or limited common element to be used for any purpose which would

void any insurance in force with respect to the Barclay or which would make it impossible to obtain any insurance required by the Declaration or which would constitute a violation of any applicable law, ordinance, or the Association Documents. No nuisances shall be allowed at the Barclay, or shall any use or practice be allowed which is a reasonable source of annoyance to Owners or residents or which interferes with the peaceful and proper use of the Barclay by any Owner or resident.

21. Exterior Decorations/Alterations. No Owner or resident may, without the prior written consent of the Board, modify, alter, repair, decorate, redecorate, or improve the exterior of any unit, or take any such action with respect to the interior or exterior of any of the common elements or the limited common elements.
22. Decorations/Alterations. Each Owner may modify, alter, repair, decorate, redecorate, or improve the interior of their unit, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the buildings or any limited common element or common element, and provided that all such action is performed in a good and workman-like manner. No interior work is to begin until such approval is granted by the Board. Please note that before the Board is able to give such approval, the Owner will need to submit to the Board the name, address and telephone number of the architect and/or draftsman, a copy of the proposed alteration plan and the name, address and telephone number of any and all contractors and sub-contractors, along with a certificate of insurance for each, showing proof of general liability and workmen's compensation insurance. If it becomes necessary, as determined by the Board, to involve an outside consultant to advise the Board as to the acceptability of the proposed modifications, the cost for such services will be forwarded to the Owner for advance payment. The Owner is responsible for the cost of obtaining all permits required in connection with the work.
23. Maintenance by Owner. Each Owner and resident shall maintain his/her unit (including the portions thereof which are not located within the physical boundaries of the unit) in good order and repair at all times. If any Owner or resident shall fail to so maintain an unit, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such unit in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association , payable on demand , and payment thereof shall be secured in the same manner as for maintenance expense charges as set out in Article 4, Section 5 of the Declaration.
24. Maintenance by the Association. The patios, balconies, storage spaces, parking spaces, limited common elements, and the common elements, shall be maintained by the Association. The Owner of any unit with common elements and limited common elements shall have no right to modify, alter, repair,

decorate, redecorate, improve, or take any other similar action with respect to such limited common elements, without the prior written consent of the Board.

25. Doorways between Adjacent Units. Any Owner purchasing two or more units adjacent to one another may construct doorways or passageways between such adjacent units as such Owner desires provided that all such work is done in a good and workmanlike manner and that such action does not impair the structural integrity or weaken the support or otherwise adversely affect the building. Prior to constructing any such doorway or passageway, the Owner shall submit plans thereof to the Board, who shall have the right to approve or disapprove same.
26. Electrical/Plumbing Work. All electrical and plumbing work must be done by licensed electricians or plumbers, after properly notifying and getting prior approval from the Manager of The Barclay. Owners, residents and the Association's employees are not allowed to make installations or repairs to electrical or plumbing work within the units at the Barclay.
27. Smoke Detectors. Every unit must be equipped with at least one (1) smoke detector which must be in good working order. The Owner and residents shall not remove a battery from a smoke detector without immediately replacing it with a working battery or knowingly disconnect or intentionally damage a smoke detector thereby causing it to malfunction. A fire extinguisher is recommended for each unit. For the sake of residents' safety, the fire alarm system is periodically inspected and tested.
28. Moving Damages. Any damages done to or soiling of common elements when a resident is moving into or out of a unit becomes the financial responsibility of the Owner of the unit. The cost of such repair shall be at the sole judgment of the Board.
29. Losses and Damages. In the event that:
 - a. any loss or damage is not covered by the Association's insurance policy or the Association's insurance policy covers the loss but the insurance proceeds are insufficient to provide for the complete repair, restoration or rebuilding of the damaged Buildings, Common Elements, Limited Common Elements and the Apartments in accordance with the original plans and specifications therefore (the "Insurance Deficiency"); and
 - b. such loss or damage is caused by the negligence or misuse of an Owner or any Owner's family member, tenant, agent, invitee, guest or employee or from unknown causes within the particular Owner's Apartment or the Limited Common Elements assigned to the particular Owner's Apartment, the Owner shall be liable for, and shall immediately tender to the Association an amount equal to, the entire loss or damage amount (if not covered by the Association's insurance policy) or

the Insurance Deficiency plus the full deductible on the Association's insurance policy (if covered by the Association's insurance policy).

All amounts due and owing to the Association pursuant to the foregoing provisions shall be a personal obligation of the particular Owner and shall be secured by a continuing lien against the particular Owner's Apartment. Such amount shall also be part of the Maintenance Expense Charge owing by the Owner of such Apartment to the Association and collected in the same manner as delinquent Maintenance Expense Charges.

30. Appropriate Attire. Residents, when in lobbies, corridors or any of the common elements, should be appropriately dressed in street wear, and appropriate footwear (exception: when dress for pool activity, see #37C).
31. Owner 's Liability. Owners of any unit shall be liable for the conduct of members of his/her immediate family, relatives, guests, visitors, servants and lessees in the observance of, and compliance with, all rules and regulations adopted by the Board. It is the responsibility of the Owner to inform and acquaint any and all of the above persons with said rules and regulations.
32. Supply of Documents to Buyers and Lessees. Owners selling or leasing units must supply a current copy of these Rules to the buyer or lessee at the time of application for purchase or lease, and the affidavit to this effect, attached hereto, shall be executed and presented to the Management Office. Owners selling units shall also supply a copy of the Declaration and Bylaws including all amendments to the purchaser before closing.
33. Leasing Guidelines.
 - a. Definitions. All occupants expressly named in a lease approved by the Association pursuant to the leasing approval process provided for hereunder, shall be referred to under this section as an "Authorized Occupant" or "Authorized Occupants", as applicable. All other occupants of a leased unit at the Barclay shall be referred to under this section as "Other Occupant" or "Other Occupants," as applicable.
 - b. Occupancy Limitations. All tenancies entered into by Owners for the lease of a unit must comply with occupancy limitations as set forth in these Rules.
34. Leases. All leases must be in written form, accompanied by a fully completed information form, approved by the Board and in accordance with the following:
 - a. No unit may be leased for less than one year.
 - b. The lessee shall acknowledge, in writing and attach to the lease, receipt of

the Association Documents. It shall be the responsibility of the Owner to notify prospective lessees that pets are prohibited at the Barclay.

- c. The lease shall incorporate the Barclay Condominium Residences Lease Addendum which is attached hereto.
- d. An administration and review fee of \$100.00 shall accompany such submission of the lease for approval by the Board.

Whether or not an Owner ultimately leases a unit shall be the Owner's sole responsibility subject to the terms of these Rules and the Owner, not the Board or the Association, is solely liable to ensure that the prospective lessee is acceptable to the Owner and pursuant to these Rules.

35. Tenant Screening. Each Owner shall be required to, and shall be solely responsible for reviewing, researching, and determining the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of each prospective Tenant and/or other occupant of his or her Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to The Barclay at the time such lease application is made/lease entered into (the "Tenant Screening" herein).

In the event that any Owner fails or refuses to perform a Tenant Screening, in addition to the remedies of the Association as set forth in Paragraph 38 below, such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable had the Owner performed such review and research as to such matters and such matters disclosed information which a reasonable and prudent landlord in Houston, Harris County, Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval.

Further, in the event that the Tenant Screening discloses matters which a reasonable and prudent landlord in Houston, Harris County Texas leasing similar property would have considered unfavorable and grounds for rejection of lease approval, and such Owner elects to lease to such tenant/occupant notwithstanding same, then such Owner shall be liable to any party whomsoever who suffers any damage or injury resulting from the acts of any such tenant/occupant which would have been reasonably foreseeable given the matters disclosed by such review and research.

The Association, the Board of Directors, the Officers, and the agents of the Association shall have no obligation to independently review, research, and/or determine the character, criminal background, sex-offender background, prior conviction background, prior landlord referrals, and/or suitability of any

prospective tenant/occupant of any Unit in the property.

36. Responsibility for Tenant Conduct. Each Owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, or any of the tenant/occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney fees, whether or not suit is filed.

37. Names of Tenants, Copies of Lease(s) and Compliance with Screening Requirements. In accordance with Article 9 of the Declaration, an Owner shall give the Association and the Board of Directors prior written notice of his intent to lease his Unit. The Owner must (i) complete an Application for Lease/Resident Information; (ii) provide to the Association a copy of the fully completed and executed written lease agreement; and (iii) provide a written statement signed by the Owner and notarized stating that the Owner conducted the Tenant Screening as required by Paragraph 35 above, and such written statement shall outline specifically, the scope of such Tenant Screening and what records or resources were reviewed in connection with such Tenant Screening. Within seven (7) days of receipt of all of the above described documents, an authorized representative as designated by the Board shall either approve or disapprove the lease agreement in accordance with the provisions of the Declaration.

Not later than the thirtieth (30th) day after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with the following:

- a. As required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to Paragraph 37 above, the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease; and
- b. As required by Section 82.114(e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to Paragraph 37 above, the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner.

38. Remedies in the Event of Noncompliance. Owners who fail or refuse to provide the documentation required by Paragraph 37 above within the time required shall be subject to the levy of an initial fine in the amount of Two Hundred Dollars (\$200.00), with a subsequent fine of Ten Dollars (\$10.00) per day thereafter until

such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by Paragraph 37 above on two or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of Two Hundred Dollars (\$200.00) for each additional time the Owner fails or refuses to provide such information. Prior to levying any such fine against an Owner, the Association will give such Owner written notice that describes the violation and states the amount of the proposed fine and states that not later than the 30th day after the date of notice, that the Owner may request a hearing before the Board and contest the fine. The notice from the Association to the Owner will also give the Owner a specified date by which the Owner may cure the violation and avoid the fine. However, with regard to any subsequent violations within a twelve (12) month period, no such notice and opportunity to cure the violation will be given to the Owner prior to the fine being levied.

39. Notice of Sale. An Owner intending to make a bona fide sale of his/her unit shall provide the Board written notice of his/her intention to sell by submitting a copy of the contract of sale or earnest money contract, the Information Form fully completed by the buyer and acknowledgment of having received copies of the Association Documents. The current fee shall accompany the request for execution by the Board, of a Condominium Resale Certificate. Contact the office to confirm the schedule of fees.
40. Lock Boxes. For the purpose of facilitating sale of units, a master realtors' lock box containing a key for the building entry shall be located on the door of the management office. Lock boxes containing the unit key shall be placed on the unit door. "For Sale" and "For Lease" signs are not allowed anywhere on Barclay property.
41. Employment of Association Employees. Association employees are not permitted to perform personal services outside their scope of work for the Association during regular duty hours. Employment of association employees after hours must be personally arranged, and payment of such employees is to be made directly to the employees. The Association assumes no responsibility where arrangements are made separately with the Association employees. The Association's employees shall not perform electrical or plumbing installation or repairs within the units at the Barclay.
42. Suggestions and Complaints. All suggestions and complaints concerning employees must be made in writing to the Manager via e-mail (please call the office to obtain the address), placed in boxes provided in each building at the Barclay, or hand delivered to the Barclay office. Only the Manager will give orders and directions to the employee. If these complaints and suggestions are not handled to Owner's satisfaction, he/she may bring these complaints before the Community Relations Committee for its help. If satisfaction is not

forthcoming, contact should then be made in writing to the Board.

43. Occupancy Limits. A unit may not be occupied by more than two persons per bedroom plus a child who is less than six years old and who sleeps in the same bedroom.
44. Pool, Jacuzzi, and Surrounding Areas. All persons using the pool do so at their own risk. Neither the Association, the Board, nor management are responsible for accidents or injuries.
- a. All persons with long hair should wear a bathing cap when using the Jacuzzi and small children with long hair and/or loose clothing are prohibited in the Jacuzzi.
 - b. Persons under the age of 14 is must be supervised by an adult at all times while in the pool area, the pool and the Jacuzzi.
 - c. Proper body cover and footwear are required when going to and from the pool area through the buildings.
 - d. All people leaving pool area should dry off sufficiently before entering any of the buildings.
 - e. No glass containers or bottled drinks are permitted at the pool or on lawn areas.
 - f. Persons with infectious health conditions or open skin abrasions are not permitted in the pool.
 - g. No pets are allowed in the pool or pool area at any time.
 - h. Floats, balls, or toys of any kind or scuba equipment are not allowed in the pool or pool area at any time. Safety floats are permitted.
 - i. Use of the pool is limited to the hours between 10:00 a.m. and 10:00 p.m.
 - j. Jacuzzi temperature is set between 100 and 105 degrees.
 - k. No food is allowed in or around the pool.
 - l. No loud music, running or bicycles are allowed around the pool.
 - m. No noise including music or other activity is allowed that might disturb the neighbors.

- n. No private parties shall be held in the pool, gardens, or other common elements.
45. Other Posted Rules. The swimming pools and other common elements are for the use of all residents. All persons must abide by the Rules for Recreational Facilities as posted in such areas. Such Rules and Regulations are deemed to be a part of these Rules and will be enforceable in the same manner as provided for in the Declaration.
46. Building Lobbies. Building lobbies are to be used only for entering and leaving the building, waiting to be picked up and similar essential purposes. Building lobbies must not be used as gathering places in which to socialize, entertain guests or to conduct personal business. This will allow everyone access to lobbies for the purpose intended. Exceptions will be made during emergencies such as loss of power following a hurricane. Do not carry large items through the lobbies.
47. Doors. Doors to all units must be kept closed at all times. This is a matter of safety. This rule also recognizes the rights of all residents to enjoy peace and quiet without the noise, odors, or conversation which emanate when doors are left open.
48. Washing Machines and Dryers. Washing machines and dryers are not allowed except in units where there are existing necessary permanent connections for water, electricity, sewer, etc. No portable clothes washers and dryers may be used in any unit.
49. Dish-Type Devices and Antennas.
- a. Dish-Type Devices in Excess of One Meter (39 inches). No direct broadcast satellites, multichannel multi point distribution type devices, and microwave broadband transmitters and receivers (referred to herein collectively as "Dish-Type Devices") which exceeds one meter (39 inches) in diameter are permitted on any unit.
 - b. Dish-Type Devices of One meter (39 inches) or Less, Antennas and Related Masts. A Dish-Type Device of one meter (39 inches) or less, television broadcast antennas ("Antennas") and related masts, are permitted to be placed on a unit provided any such item complies with all of the below set forth minimum conditions. Further, the Association must receive written notification at its then current address from the resident of the applicable unit, on or before the installation of any Dish-Type Device, Antenna or related mast provided for in this Section 42(b). Such notification must include the type and color of the Dish-Type Device, Antenna and any related mast to be installed, and the method, manner, and site of installation. The site must be shown in

a plot plan.

If the resident of a unit proposes to install a Dish-Type Device, Antenna and any related mast from this Section 42(b) in any manner whatsoever which does not strictly comply with the below set forth minimum conditions, such resident must submit an application to the Board and obtain the written approval of the Board prior to commencing such installation. In connection with the Board's decision, the Board shall consider such factors as it deems appropriate, in its reasonable discretion. The application to the Board must be made on a form approved by the Board and contain such information as may be required by the Board, including a statement which specifically describes the manner in which it is proposed that such Dish-Type Device, Antenna and related mast will vary from such minimum conditions. The Board shall endeavor to make its decision regarding the proposed Dish-Type Device, Antenna and any related mast on an expedited basis within seven (7) days after receipt by the Board of the completed application and all information required therein. The granting of a variance from such minimum conditions shall in no way affect the resident's obligation to comply with all governmental laws and regulations and other regulations affecting the unit concerned.

- c. Minimum Conditions. Under no circumstances shall the Dish-Type Device, Antenna and any related mast, including its base and anchoring structure and other accessories be located on common elements or other owner's property or other owner's exclusive use limited common elements (in this "Minimum Conditions" section, the Dish-Type Device, Antenna and any related mast, anchoring structure and other accessories shall collectively be referred to as the "Antenna"). In addition to the foregoing requirements, no Antenna shall be erected, constructed, placed, or permitted to remain on any unit unless such installation strictly complies with the following minimum conditions (however, each Minimum Condition shall not apply if it unreasonably delays installation of the applicable Dish-Type Device, Antenna and any related mast, or unreasonably increases the cost of such items or their installation, or precludes reception of an acceptable quality signal):
 - i. The Antenna must be located solely on such resident's unit or the resident's exclusive use limited common elements (collectively, the "Installation Areas").
 - ii. To the extent feasible, the Antenna must be placed in a location in an Installation Area that has the least possible visibility from neighboring properties or streets and must serve only improvements on the particular unit in which it is located. The Antenna height shall be no higher than necessary to receive an acceptable quality signal.
 - iii. If reception by an indoor Antenna permits an acceptable quality signal, the installation of an Antenna outdoors is prohibited.

- iv. Devices which permit the transmission of telecommunications signals through a glass pane or wall without cutting or drilling a hole through the glass pane or wall shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of installation.
- v. If penetration of any wall is necessary to receive an acceptable quality signal or to prevent an unreasonable increase in the installation cost, the penetration shall be waterproofed and sealed in accordance with applicable industry standards and building codes. Where possible, Antenna wiring must be installed through a vent, conduit or other existing roof penetration to connect to the Antenna.
- vi. To the extent feasible, no Antenna shall be constructed or placed or permitted to remain on any utility easement or other easement or right-of-way.
- vii. The Antenna must be securely mounted to a base, so as to be able to withstand the effects of high winds or other extraordinary weather conditions; however, no guy wires or similar mounting apparatus will be allowed.
- viii. No advertising slogans, logos, banners, signs or any other printing or illustration whatsoever shall be permitted upon or be attached to the Antenna.
- ix. No Antenna shall ever be used to send or receive any ham radio signals.
- x. No Antenna shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device at the Barclay.
- xi. The Antenna shall be one solid color only, either white or black or shades of brown, gray, or tan. The cable(s) and wire(s) connected to the Antenna shall be gray or tan in color. Any cable(s) or wire(s) installed on the exterior of the building shall also be installed to conform to the architecture of the condominiums and installed in a manner so as to minimize their visibility.
- xii. All installations shall be completed so as to not damage the common area or other units or void any warranties of the Association or other residents, or in any way impair the integrity of buildings on common area or units.
- xiii. Residents are responsible for all costs associated with the Antenna, including but not limited to costs to:
 - 1. Place (replace), repair maintain and move or remove Antennas; and
 - 2. Repair damages to the common elements, other units and any other property damage by Antenna installation, maintenance or use; and
 - 3. Pay medical expenses incurred by persons injured by Antenna maintenance or use; and
 - 4. Reimburse residents or the Association for damages caused by Antenna installation, maintenance, or use.
- xiv. Antennas shall not be installed in a manner that will cause the

maintenance costs for the Association or for other residents to increase. If increased maintenance costs occur, the resident shall be responsible.

- xv. If the Antenna is required to be removed to allow the Association to perform maintenance or repairs at the Barclay, the resident shall be responsible for the removal within seven (7) days (or such shorter period as may be necessary) after notice to the resident of the need for such maintenance or repair. If the resident does not remove the Antenna in a timely manner, the Association will remove the Antenna and assess the cost of removal to the resident. The resident, at the resident 's sole cost, is responsible for reinstalling the antenna after the maintenance or repair has been completed. The Association is not liable for damage to the Antenna during such removal.
- xvi. Resident shall be responsible for Antenna maintenance and repair and shall not permit their Antenna to fall into disrepair or to become a safety hazard. Residents shall be responsible for repainting or replacement if the exterior surface or the Antenna deteriorates. Residents shall be responsible to properly repair or replace the Antenna if it is damaged in any way, including but not limited to vandalism or acts of God.
- xvii. The Antenna shall be installed and secured in a manner that complies with all applicable laws and regulations and manufacturer' s instructions.
- xviii. The Antenna may not be installed on a roof.
- xix. The Antenna shall be properly grounded.
- xx. The Antenna may not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.
- xxi. Upon removing the Antenna, any modifications to the building must be restored to the condition prior to installation of the Antenna, or to the satisfaction of the Board of Directors. Any damage to the building or property as a result of or related to the presence of the antenna may or may not be covered under the Association 's insurance policy. The resident should consult with their insurance carrier for proper protection.

50. Move-In/Move-Out.

- a. All move-in/move-outs must be scheduled with the office for the Barclay at least three (3) days in advance of move. The move-in or move-out must be accomplished and fully completed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Owner and/or the lessee will be fined \$200 for noncompliance. Since the office is closed on Saturday, a move-in or move-out on Saturday will require special approval and will incur an additional charge of \$100 for the first four (4) hours plus \$25/hour thereafter.

- b. No move-ins/move-outs are permitted on Sundays, Holidays or such other days when the office is closed.
 - c. Arrangements must be made with the Manager of the Barclay to schedule on-site personnel to be present, if deemed necessary by the Manager of the Barclay, during the periods of move-in/move-out. Such on-site personnel shall not assist in the activity except for monitoring and damage/clean-up assessment purposes.
 - d. The office does not provide keys. This is the sole responsibility of the Owner and/or seller of the subject unit.
 - e. No moving van or other vehicle used for such purpose is allowed at the Barclay unless the Manager of the Barclay has been notified. Such vehicles are to be admitted only at the direction of the office and/or on-site personnel scheduled to monitor the move-in/move-out.
 - f. Only assigned parking spaces are to be used for personal vehicles during move-in/move-out, or any other time.
 - g. Any and all damages caused to the common elements and/or limited common elements, and/or any cleaning that may be required thereto, as a result of a move-in/move-out shall be the liability of the party causing such condition. However, in the event such condition is caused by an Owner or lessee, liability therefore shall be joint and several with the Owner. Payment of the expenses incurred in repairing or cleaning as stated herein shall be made, and secured, in the manner specified herein below.
 - h. Building doors must not be tied or otherwise caused to remain open. Building doors must be tended so that they do not remain constantly open during the moving process.
51. Enforcement. All expenses incurred in enforcement of these Rules and Bylaws by the Association, including attorney's fees and court costs, shall be paid by the Owner and, if a lease, by the Owner and lessee, jointly and severally, upon demand. Such expenses may be assessed against the subject unit as provided in Article 4, Section 5 of the Declaration.
52. Gate Cards and Remote Access Devices. Each resident is issued a gate card and/or remote access device for entrance and exit to and from the parking areas as part of the overall measures taken at the Barclay to limit access to the Barclay to authorized persons. The Manager should be immediately notified in writing of any loss or theft of the gate card or remote access device in order for deactivation. If a card or remote are damaged, a replacement card will be issued

at no charge upon the return of the damaged card. Lost or stolen cards will be replaced at the price of the card or remote paid by the Association rounded up to the next dollar. Although the distribution procedure allows for cards/remotes to be issued, not only to the Owners, but also to lessees of the Barclay, the OWNER of each unit is ultimately responsible for all cards/remotes issued to that unit, whether issued directly to the Owner or the lessee.

53. Fines.

- a. Fine Policy. The Association , through the Board, reserves the right to levy fines authorized by Texas law (without waiving the Associations rights to pursue damages, injunctive relief, and/or statutory penalties) against an Owner for violation(s) of any term or condition of the Association Documents by the Owner or the Owner's children, family, employees, agents, invitees, servants, renters, and any other individuals the Owner may allow to stay in the Owner's unit or anywhere else on the Barclay . Prior to levying any such fine against an Owner, the Association will give such Owner written notice that describes the violation and states the amount of the proposed fine and states that not later than the 30th day after the dare of the notice, that the Owner may request a hearing before the Board and contest the fine. The notice from the Association to the Owner will also give the owner a specified date by which the owner may cure the violation and avoid the fine. However, with regard to any subsequent violations within a twelve (12) month period, no such notice and opportunity to cure the violation will be given to the Owner prior to the fine being levied.
- b. Amount of Fine. Where the alleged violation is of a continuing nature, a fine of \$10.00 per day for each day of the continued violation may be assessed. In the event the violation is a completed act, a fine of \$200.00 may be assessed and for repeated violations of the same provision of the Association Documents, a fine of double the amount of that which may be imposed for a first time violation may be assessed for each such repeat violation.

54. Responsibility for Loss and/or Injury. Security of persons and property is a genuine concern for all who live in a major metropolitan area such as Houston, Texas. All those who reside at the Barclay must take an active role in their own security. The Association is not responsible for injury, damage, or loss to person or property caused by another person, including, but not limited to, theft, burglary, trespass, assault, vandalism, or any other crime. Security is the responsibility of each person and the local law enforcement agency. In the event you are in need of any security services, you should contact the local law enforcement agency (HPD non-emergency number at 713-884-3131); in the event you are in need of emergency security services, call "911." Please do not call the office or any companies or personnel hired by the Association for this could only delay response time. Each Owner and resident should maintain whatever insurance

for persons and property deemed necessary to protect that Owner or resident from loss. Always keep your door locked when you are inside your unit as well as when you leave your unit. It is recommended that you refrain from walking around the common elements in darkness without being accompanied by another person.

Please remember the Association assumes no responsibility for any injury, damage, or loss whatsoever which is caused as a result of any problem or failure of any measures taken by the Association to monitor the common elements.

55. Flooring. All modifications to interior flooring must be done in accordance with the Association's Policy as to Modifications to Interior Flooring as same currently exists (or may be amended from time to time in the future) and which has been duly recorded in the Official Public Records of Harris County, Texas.

56. Bicycles. Owners and residents shall not roll, carry or ride bicycles through the lobbies, interior common elements and hallways at The Barclay. All bicycles must be stored in the designated bicycle storage rooms. A bike tag must be obtained from the onsite management office and must be placed on all bicycles. Any bicycle at The Barclay without a bike tag shall be deemed to be in violation of these Rules.

57. Acknowledgement and Re-Statement of Collection Policy.

Procedure	Days Past Due	Charge to Acct.	Other Information
First monthly statement	10	\$25.00	Reminder of balance due \$50.00 or more
Second reminder notice	25	\$15.00	Reminder of balance due \$5.00 or more; collection fee is charged to the account.
Certified demand for payment	45	None	States that we may report to the credit bureau or refer the account to legal counsel for nonjudicial foreclosure requests payment within 30 days.
Refer to attorney for lien/foreclosure	75	Varies	30-day Notice of Default Posting for Foreclosure (21-day notice) Trustees Sale (First Tuesday of each month)
	105	Varies	
	125	Varies	
Repeated delinquencies			If an owner is continuously delinquent, the Association reserves the right to bypass

			collection notices and refer the account directly to the law firm for foreclosure.
Eviction/collection of rents	135	Varies	Will pursue eviction of owner and/or collection of rents once foreclosure occurs.

**THE BARCLAY OWNERS' ASSOCIATION, INC.
LEASE AGREEMENT ADDENDUM**

WHEREAS, the Barclay Condominium Residences (the "Barclay"), has been declared a condominium regime in accordance with the laws of the State of Texas and the Condominium Declaration (the "Declaration") recorded in Vol. 50, Page 12 of the Condominium Records of the Harris County, Texas; and

WHEREAS, pursuant to the Declaration, The Barclay Owner's Association, Inc. (the "Association"), acting through its duly elected Board of Directors (the "Board") is charged with the obligation to administer the affairs and operation of the Barclay as specified therein for the purpose of maintaining a viable condominium regime; and

WHEREAS, to carry out such purpose, the Association is charged with the obligation of ensuring compliance with the terms and conditions of the Declaration, the Bylaws of the Association (the "Bylaws") and Rules and Regulations promulgated (officially declared) by the Association; and

WHEREAS, the Association is further charged with the duty to review and approve all proposed lease agreements for the leasing of individual condominium units by the owners thereof in accordance with Article 9 of the Declaration; and

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants hereinafter set forth _____ (the "Owner") and _____ (the Lessee") hereby agree as follows:

1. This Addendum shall become, and hereby is, incorporated into the lease agreement between Owner and Lessee. The unit cannot be sublet.
2. This Addendum shall not affect the rights of the Owner and Lessee as between each other, as created in the lease agreement.
3. The lease agreement must be approved by the Board before the Lessee moves into the Barclay.
4. Should the Lessee move in without an approved lease agreement, such lease agreement shall be deemed void and of no force and effect and the Board shall be authorized, but not obligated, to initiate legal proceedings against the Owner and Lessee. All expenses, including any attorney's fees and court costs incurred by the Association under this provision shall be the joint and several liability of the Owner and Lessee, payable on demand. Such amount may be secured by a Vendor 's Lien and superior title to the subject unit in

the manner provided in Article 4, Section 5 of the Declaration for maintenance expense charges.

5. All move-in/move-outs must be scheduled with the Management Office at the Barclay (the "Management Office") at least three (3) days in advance of move. The move-in or move-out must be accomplished and fully completed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Owner/Tenant will be fined \$200.00 for noncompliance. Since the Management Office is closed on Saturday, a move-in or move-out on Saturday will require special approval and will incur additional charges of \$100.00 for the first four (4) hours plus \$25.00/hour thereafter.
6. No move-ins/move-outs are permitted on Sundays, Holidays, or such other days when the Management Office is closed.
7. On-site personnel will monitor move-in/move-out only, and not assist the Owner and/or Lessee in moving in or moving out.
8. No moving van or other vehicle used for such purpose shall be allowed at the Barclay unless the Management Office has been notified. Such vehicles are to be admitted at the Barclay only at the direction of the Management Office and/or on-site personnel scheduled to monitor the Lessee's move-in/move-out.
9. The Management Office does not provide keys. This is the sole responsibility of the Owner and/or seller of the subject unit.
10. Only assigned parking spaces are to be used for personal vehicles during move-in/move-out, or at any other time.
11. Any and all damages caused to the common elements and/or limited common elements, and/or any cleaning that may be required thereto, as a result of a move-in/move-out shall be the liability of the party causing such condition. However, in the event such condition is caused by an Owner or Lessee, liability therefore shall be joint and several with the Owner. Payment of the expenses incurred in repairing or cleaning as stated herein shall be made, and secured, in the manner specified in the Declaration.
12. Building lobbies may not be used for move-ins/move-outs. Building doors must not be tied or otherwise caused to remain open. Building doors must be tended so that they do not remain constantly open during the moving process.
13. A \$100.00 fee shall accompany submission of the lease agreement for approval by the Board.

14. The Lessee, as well as all other residents, shall be bound by the Declaration, Bylaws and rules of the Association as they currently exist, and as they may be amended from time to time.
 15. Any failure on the part of the Lessee to comply with any of the terms and conditions of the Declaration, Bylaws and rules of the Association or this Addendum shall constitute a default under the lease agreement and this Addendum.
 16. In the event of a default by the Lessee, the Association may, at its option, terminate the lease agreement on thirty (30) days written notice to the Lessee and Owner, and institute legal proceedings in forcible entry and detainer, for damages, and/or any other remedy at law and in equity.
 17. Any and all expenses incurred by the Association in enforcing compliance with the terms and conditions of the Declaration, Bylaws and rules, including any attorney's fees and court costs, shall be the joint and several liability of the Owner and Lessee, payable on demand . Such amount may be secured by a Vendor's Lien and superior title to the subject unit in the manner provided in Article 4, Section 5 of the Declaration for maintenance expense charges.
 18. In addition to, and notwithstanding any other provisions to the contrary, the Association shall have the right to enter the leased premises during all reasonable hours to inspect and make repairs, deemed necessary for the safety and comfort of other residents or for the preservation of the common or limited common elements. The right to enter shall likewise exist for the purpose of removing signs, placards, fixtures, alterations or additions which do not conform to the requirements of the Declaration, Bylaws and rules in the event same are not removed after Lessee is given written notice of such lack of conformity.
 19. In the event the Association shall not act on any default on the part of the Lessee and/or Owner, such inaction shall not be construed as a waiver thereof, or shall any custom of practice that may grow out of the relationship between the parties hereto in the course of administering this Addendum be construed to waive or to lessen the right of the Association to insist on compliance with the provisions hereof.
 20. The Association hereby approves the proposed lease agreement between the Owner and the Lessee for the lease of the Owner's unit located at
-

OWNER:

Signature: _____

Printed Name: _____

Date: _____

LESSEE:

Signature: _____

Printed Name: _____

Date: _____

ASSOCIATION:

THE BARCLAY OWNERS' ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

Date: _____

FILED FOR RECORD

8:00:00 AM

Tuesday, June 23, 2020



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

Tuesday, June 23, 2020



COUNTY CLERK
HARRIS COUNTY, TEXAS