

LEASING AND OCCUPANCY RULES
for
UNIVERSITY PARK PLACE OWNERS' ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RECITALS

1. White Oak Development Corporation, a Texas corporation, as Declarant, caused the "Condominium Declaration for University Park Place" (the "**Declaration**") to be recorded in Volume 29, Page 34, *et seq.* of the Condominium Records of Harris County, Texas, as amended, which instrument imposes various easements, covenants, conditions and restrictions on University Park Place.

2. Article IV, Section 3(b) of the By-Laws of the University Park Place Owners' Association, Inc. (the "**Association**") authorizes the Board of Managers (the "**Board**") to establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of University Park Place with the right to amend same from time to time.

3. Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "**Act**") authorizes the Association's Board to adopt and amend rules regulating the use, occupancy, leasing or sale of Condominium Units and General Common Elements.

4. Pursuant to the Act, the Board hereby adopts this Leasing and Occupancy Rules (the "**Policy**") for the purposes of establishing rules and regulations for the leasing and occupancy of Condominium Units located within University Park Place.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants (defined below) within University Park Place. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in University Park Place.

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "**Tenant**" means a person(s) who is authorized by a Lease (defined below) to occupy a Condominium Unit. Tenant includes any person(s) who occupies a Condominium Unit whether or not the person's name is on the Lease.
- b. "**Lease**" means any agreement between an Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Condominium Unit.

- c. "Felony" means a felony conviction in any city, county, state or federal court in the United States of America or its territories, and/or any final adjudication of a crime in a foreign country which, if prosecuted in the United States of America or its territories, would have been prosecuted as a felony.

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

2. Rules and Regulations

- a. Each Lease for a Condominium Unit must be for a term of at least six (6) consecutive months. The Lease of a Condominium Unit on a month-to-month basis at the end of a Lease of six (6) consecutive months or longer is prohibited. In the event that a Lease which has a term of six (6) consecutive months or longer expires, and the Owner and lessee desire to extend the lease, a new lease for a term of not less than six (6) months is required.
- b. Each Lease must be in writing and must provide that each Tenant is bound by and subject to all of the obligations under the Declaration, the Bylaws, this Policy and all other rules and regulations duly adopted by the Association.
- c. Not more than two (2) persons per bedroom may occupy a Condominium Unit unless otherwise allowed or mandated by law. Any room, space or area in a Condominium Unit that was or is, in the sole and absolute discretion of the Board, originally intended for use as a kitchen, breakfast room, dining room, bathroom, living room, utility room, closet, hallway, or common area shall not be considered a bedroom for the purposes of this provision. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- d. No Owner may Lease a Condominium Unit to a person who has been convicted of a Felony. No Owner may allow a Tenant to reside in a Condominium Unit if the Tenant has been convicted of a Felony. In the event that the Association determines, during the term of a Lease, that a Tenant has been convicted of a Felony (whether or not the Felony conviction occurred prior to, or subsequently after, the Tenant occupied the Condominium Unit under the Lease), the Association will notify the Owner in writing. An Owner must, within fourteen (14) days of the date of the notice contemplated by this provision, (i) terminate the Lease so that the Tenant no longer resides in the Condominium Unit upon the expiration of the fourteen (14) day period; or (ii) begin, and diligently continue, the eviction process to have the Tenant evicted from the Condominium Unit. A letter sent by the Owner to the Tenant notifying the Tenant of the eviction (hereinafter referred to as the "notice to vacate letter") will be considered the beginning the eviction process. The Association will consider the filing of a forcible entry and detainer lawsuit (commonly known as an eviction lawsuit) within twenty (20) days of the date the notice to vacate letter was sent and pursuing the lawsuit through trial as continuing the eviction process. Upon the expiration of the fourteen (14) day period, the Association may levy a fine of \$200.00 per week against any Owner who (i) fails to terminate the Lease or (ii)

fails to begin, and diligently continue, the eviction process as required by this Section 2(d).

- e. **It is the Owner's responsibility to confirm that a Tenant has not been convicted of a Felony.** Before occupying a Condominium Unit, each Tenant must sign a notarized statement in a form to be provided by the Association swearing that the Tenant has not been convicted of a Felony. Provided that, the Owner may provide such a notarized statement with written approval from the Board. The Association has no obligation to conclusively determine that a Tenant has not been convicted of a Felony.
- f. Copies of the signed Lease and the notarized statement stating that the Tenant has not been convicted a felony must be provided to the Association before a Tenant occupies a Condominium Unit. An Owner may redact or otherwise make unreadable or indecipherable any Sensitive Personal Information contained in the Lease. "Sensitive Personal Information" as used herein means an individual's: (i) social security number; (ii) driver's license number; (iii) government-issued identification number; or (iv) bank account, credit card, or debit card number(s).
- g. In the event of a violation of any term or provision of this Policy [with the exception of 2(d) above], and subject to any notice requirement imposed by law, the Association may levy an initial fine of up to \$250.00 and additional fines of up to \$150.00 per week until the violation is corrected. Any fine levied under this Policy will be considered an assessment against the Condominium Unit that is secured by the continuing lien on the Condominium 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. This fine schedule and the fine schedule referenced in 2(d) above 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.

[The remainder of this page left blank intentionally.]

CERTIFICATION

I hereby certify that, as Secretary of University Park Place Owners' Association, Inc., the foregoing Leasing and Occupancy Policy was approved on the 19 day of April, 2018, at a meeting of the Board of Managers duly called at which a quorum at all times was present.

By: Patricia Baker

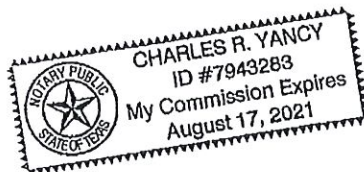
Printed: Patricia Baker

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of May, 2018 personally appeared Patricia Baker, as Secretary of University Park Place Owners' Association, Inc., 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.

Charles R. Yancy
Notary Public in and for the State of Texas



RP-2018-202294
Pages 7
05/09/2018 10:47 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$36.00

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