

RESOLUTION OF
LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.

Regarding Ratification of
Rental & Leasing Policy
for the Purpose of Filing
in the Harris County Real Property Records

DATED: 4-15, 2021.

STATE OF TEXAS §
COUNTY OF HARRIS §

I, Valery Krupin, Secretary of LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association, which was held on the 15 day of April, 2021, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the attached Rental & Leasing Policy for the purposes of filing in the Harris County Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Rental & Leasing Policy attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in the Harris County Real Property Records;

IT IS, HEREBY, RESOLVED that the Board of Directors of the Association adopts this formal resolution for the purpose of filing the aforementioned document in the Harris County Real Property Records.

Dated: April 15th, 2021

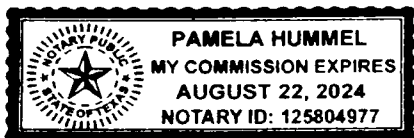
[Signature], Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 14th day of May, 2021, by Valery Krupin as Secretary of LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC. on behalf of said corporation.

Pamela Hummel
Notary Public in and for the State of Texas



SUPPLEMENTAL RULES, REGULATIONS AND POLICIES

LEASING AND TENANCY RULES, REGULATIONS AND POLICIES OF LAKES OF PINE FOREST HOMEOWNERS ASSOCIATION, INC.

I. Administration: Enforcement: Effective Date

- 1.1 Formation of a Lease Form Review Committee: At the Board's discretion, a Lease Form Review Committee may be established with two or more Board members and/or Owners. The purpose of the Committee is to review lease forms submitted by Owners. Such a committee may be established or dissolved by a majority decision of the Association's Board of Directors. The Committee will review each lease form submitted and issue a recommendation to the Board of Directors.
- 1.2 Violation and Notice: Upon discovery of a violation of these Rules and Regulations or other governing documents by an Owner or tenant, the Association's Managing Agent or legal counsel for the Association shall provide written notice to the Owner and/or tenant of record. Such notice shall request the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that a fine will be imposed in accordance with Association policies unless the recipient requests a fine review meeting with the Board of Directors. In the event of repeat violations within a six (6) month period, the Association is not required to provide multiple notices. A request for review by an Owner must be submitted in writing not later than thirty (30) days from the date of the violation notice sent to the Owner of record and/or tenant of the home. Such request shall be in writing, dated, and directed to the Managing Agent. The response must state at least generally all reasons for the review. The respondent will have ten minutes to verbally present their request for review to the Board. The Board in its sole discretion has the power to waive or reduce the amount of the fine depending on the circumstances submitted. A notification of the decision(s) will be issued to the Owner within (30) thirty days of the review meeting.
- 1.3 Imposition of Fine: Except as otherwise expressly provided in a specific rule, thirty (30) days from the date of the violation notice, a one hundred dollar (\$100.00) fine will be assessed to Owner's account if the violation has not been corrected. Successive fines may be imposed against a single Owner or resident for the same type or for different violations as set forth in each violation notice or in the policies. Such fine(s) shall become immediately due and payable. The collection of fines may be dealt with in the same manner as any past due debt to the Association, including the filing of suit to collect same. Collection of fine(s) will be administered by the Managing Agent or legal counsel for the Association. All costs associated with the collection of any fine, including attorney's fees, incurred by or attributable to any such violation(s), shall be assessed or billed to the violating Owner(s) and/or tenant(s).
- 1.4 Sale, Rental and Address Notices:
- 1.4.1 Notice of Sale: Owners or purchasers shall notify the Association in writing of the sale of any home within the Association within thirty (30) days after the date of conveyance,

including in such notice the complete legal name(s) of all persons or entities purchasing the home and their respective mailing address(es), if different from the residential address.

- 1.4.2 Notice of Change of Address: In the event an Owner relocates to an address other than the property address or address provided to the Association at the time of purchase, it is the Owner's responsibility to notify the Managing Agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due to the Owner's failure to properly notify the Association of a change of address will be assessed to the Owner. The Owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. All notices of change of address must be submitted via certified mail, return receipt requested.
- 1.5 Enforcement: **POLICIES WILL BE ENFORCED BY THE ASSOCIATION's** Board of Directors.
- 1.5.1 Fines: All violations are subject to a \$100.00 fine unless otherwise stated in the policies. All violations which are not cured within ten (10) days after the date of the violation notice which is sent to the responsible Owner/tenant will subject the Owner/tenant to additional fines and administrative fees until the violations are fully cured. The Board of Directors reserves the right to take any other legal action against any Owner to protect members of the Association from violation(s) of the policies or other governing documents, and/or to seek recovery of any amount owed.
- 1.6 Amendments: These Rules and Regulations are subject to amendment by a majority of the Board of Directors.
- 1.7 Effective Date: These Rules and Regulations shall be effective from and after the date of filing.

II. Leasing of Home Within the Association

- 2.1 Required Lease Provisions: Every lease of a home within the Association shall be subject to the following terms and provisions:
- (1) All leases shall be in writing;
 - (2) No lease shall be for transient or hotel purposes;
 - (3) No lease shall cover less than the entire home;
 - (4) Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than one (1) year;
 - (5) Leases for vacation rentals (AirBnB, VRBO and the like) are strictly prohibited.
 - (6) Every lease shall be, and shall specifically state in the writing in the lease that the lease (i) is subject in all respects to all the terms and provisions of the Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations

and/or Policies, and the lessee(s) agree to abide and be bound by the provisions thereof; and (ii) that any violation of the Declaration of Covenants, Conditions and Restrictions, By-Laws and/or Policies shall be a default under the lease and grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) **or by the Lakes of Pine Forest Homeowners Association, Inc.;** and

- (7) Leases may be subject to such reasonable terms and provisions as required by the Board of Directors.

2.2 Lease Notice; Prior Approval of Lease Form Required:

2.2.1 To ensure compliance with Section 2.1, no home within the Association may be leased unless and until the Lease Review Committee has received the Acknowledgement signed by all Owners and potential tenants and has approved the lease form in writing.¹ At least ten (10) days prior to the intended effective date of any tenancy, the Lease Review Committee or Managing Agent shall be provided with:

- (1) a notice of intent to lease, including a "Contact Information Statement" setting forth the names(s), forwarding address(es) and business and home telephone numbers of the lessor(s) and the name and relationship to lessor(s) of all persons 18 years of age and older who will actually occupy the leased home; and
- (2) a redacted (or blank) copy of the proposed lease form to be utilized; or
- (3) a written statement that the lease form being utilized has already been approved by the Association within the last 12 months, with the home address and tenant name(s) therein referenced

2.2.2 The Owner is responsible for ensuring that all residents/occupants of each home comply with all requirements of this policy. Failure by the Owner to comply with this policy will subject the Owner to fines as provided for in these rules.

2.2.3 The Lease Form Review Committee shall either approve or disapprove the proposed lease form within ten (10) business days after receipt of the notice of intent to lease, including the Contact Information Statement, signed Acknowledgement and lease form. Approval may be conditional upon use and execution of a particular lease form or lease addendum(s), or such other reasonable conditions which may be required by the Board of Directors. If the lease Review Committee fails to approve or disapprove the application submitted within ten (10) business days, the application is automatically denied. A new lease form may submitted after denial.

2.3 Lease Form Review Criteria:

2.3.1 The Lease Form Review Committee may consider the following criteria in determining whether to approve or disapprove a proposed lease form.

¹ No owner is required to provide any documents or information in violation of any State or Federal laws. All owners are responsible for redacting any confidential or protected information contained in the submitted lease.

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

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

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

2.4 Sub-Leasing Prohibited: Sub-leasing of homes, in whole or in part, whether disclosed or undisclosed, is prohibited.

III. Occupancy of Home

3.1 Number of Occupants: No more than two (2) persons eighteen (18) years of age or older may occupy any home for each bedroom within the home. (e.g. 3 bedroom home has a maximum occupancy of six adults).

3.2 Nuisance or Illegal Activity: No home shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of neighboring homes, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any home or within any portion of the Association.

3.3 Commercial Use Prohibited: The homes shall be used only for single family residential purposes, as private homes, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care or any other commercial activities.

IV. Occupancy Restrictions

- 4.1 Certain Potential Tenants and Non-Owner Occupants Excluded: No Owner of any home may rent, lease, or allow occupancy or residency of their home by any non-Owner who meets any of the following criteria:²
- (1) Person(s) who have ever been convicted of any offense enumerated within Tex. Code. Crim. Proc. Article 42.12 § 3g;
 - (2) Person(s) who have been convicted of any felony offense within the last five (5) years;
 - (3) Person(s) who have been convicted of any (misdemeanor or felony) drug-related offense (including possession), within the last three (3) years;
 - (4) Person(s) who have been convicted of any (misdemeanor or felony) violent offense (including domestic assault), within the last five (5) years;
 - (5) Person(s) who have been convicted of any (misdemeanor or felony) offense involving violence to property within the last three (3) years;
 - (6) Person(s) who have ever been convicted of prostitution;
 - (7) Person(s) who have ever been convicted of methamphetamine production;
 - (8) Person(s) who have ever been convicted of arson;
 - (9) Person(s) who are or have ever been listed on any State or Federal Sex Offender Registry;
 - (10) Person(s) who have been previously evicted from any Lot or lot within this Association;
- 4.2 The Association reserves the right to perform a background check on any and all potential tenants by use of a commercial agency. However the background check is for the benefit of the Association only. The results of the background check, if any, are not for the benefit of anyone other than the Association, and may not be relied upon or treated as any manner of guarantee, promise, or contract. The Association is not required to release the results of any background check.
- 4.3 The Association reserves the right to seek eviction of any tenant or non-Owner occupant within the Association who does not meet the criteria set forth in these Rules and Regulations, or who has violated the governing documents of the Association. All fees and costs associated with any such eviction will be assessed against the property Owner's account.

² If more than one time period applies, use the longest applicable time period.

V. Miscellaneous Provisions

- 5.1 If any provision within these Rules, Regulations and Policies, or the application of any provision herein to any person or circumstance shall be held invalid by a court of competent jurisdiction, then such provision shall be stricken herefrom, and shall have no force and effect on any remaining provisions within these Rules, Regulations and Policies, which shall be read and enforced as if the stricken section had never existed.

Return After filing to:

LAMBRIGHT ★ MCKEE

940 Corbindale Rd.
Houston, TX 7704

RP-2021-340733
Pages 8
06/17/2021 01:26 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM

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

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

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2021-340733