

RENTAL AND LEASING RULES
for
LAFAYETTE PLACE HOME OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

I, Christina Thomas, President of Lafayette Place Home Owners Association (the “**Association**”), do hereby certify that the Board of Directors of the Association unanimously approved the following Rental and Leasing Rules for Lafayette Place Home Owners Association (the “**Rules**”):

RECITALS:

1. The property encumbered by these Rules is that property restricted by the Declaration, Lafayette Place (A Condominium) (Amended December 4, 1978) recorded in the Real Property Records of Bexar County, Texas under Volume 4, Page 01, as same has been or may be amended and/or supplemented from time to time (“**Declaration**”), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. The following Rules are adopted by Lafayette Place Home Owners Association (the “**Association**”) pursuant to *Section 18.3* of the Declaration.

3. Section 2.7 of the Amended and Restated Bylaws of Lafayette Place Home Owners Association (the “**Bylaws**”) grants the Board of Directors the authority to adopt rules for the administration and enforcement of a 10% leasing cap.

4. Section 82.102(a)(7) of the Texas Property Code authorizes the Association, acting through its Board of Directors, to adopt and amend rules regulating the use, occupancy, leasing or sale, of units and common elements to the extent the regulated actions affect common elements or other units.

5. The Board of Directors of the Association desires to adopt rules relating to the use, occupancy, and leasing or sale of units and the use, occupancy, and leasing or sale of units affects common elements or other units.

6. These Rules replaces and supersedes any previous rules, if any, adopted by the Board.

RULES:

1. Leasing Requirements.

The rental or lease of any Unit must comply with the following rules:

- a) Definition of Lease. The term “Lease” as used herein means any type of agreement or arrangement which provides to a person or entity other than the Owner of the Unit the use of and right to possess the Unit.
- b) Lease Permit. The Owner of the Unit must apply for and receive a “Leasing Permit” from the Association to enter into a new Lease using the Owner Lease Permit Application Form attached to these Rules. A Leasing Permit, upon its issuance, will allow an Owner to Lease his or her Unit provided that such leasing is in strict accordance with the terms of the Declaration, the Bylaws, and these Rules. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with these Rules. All Leasing Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners, but shall be transferable to successors in title to the same Unit.
- c) The Association, or its managing agent, shall notify the Owner of the Unit in writing (including email if available) within ten (10) business days of receipt of the Owner’s application for a Leasing Permit if a Leasing Permit has been issued. If the written notification (including email if available) from the Association is not mailed or sent by the Association to the Owner within ten (10) business days of receipt of the Owner’s application to Lease a Unit, the Owner is prohibited from leasing the Unit.
- d) Lease Permit Application Fee. The Association may charge a registration fee of \$150.00 that must be submitted at the time of submitting the Lease Permit Application.
- e) Lessee Information. The Owner shall provide the Association with the names of the tenants and lessees at the time the Lease is provided using the Lease Addendum attached to these Rules.
- f) Maximum Leased Units/Rental Cap. Pursuant to Section 2.7 of the Bylaws, the total number of leased Units shall be capped at 10% (the “Lease Cap”).
 - (i) When the number of Units leased in Lafayette Place reach the Lease Cap, the Board of Directors will establish a waiting list for the leasing of Units. Owners of Units to be leased may place only one Unit on the waiting list at a time. Units on the waiting list are considered on a “first in/first leased” basis.
 - (ii) When a Lease expires and the total number of leased Units in Lafayette Place drops below the Lease Cap, the Owner of the Unit first in line on the waiting list shall be given 45 days to list and Lease the Unit. Upon the expiration of the 45 days to list and Lease any Unit, the right to Lease the Unit shall expire and the next Unit on the waiting list shall be in line to be listed and leased (again subject to the 45-day time limit to Lease the Unit).
- g) Minimum Lease Term. Any Lease must be for an initial term of not less than one year.
- h) Lease Requirements. A Lease must be in writing. Leasing the Unit does not relieve the Owner of the Unit from the obligation to comply with the Declaration and/or the Association’s Dedicatory Instruments as that term is defined by Texas Property Code Section 202.001(1) or its successor statute, (the “Dedicatory Instruments”). All lessees

are subject to the Declaration and the Association's Dedicatory Instruments. There may only be one Lease for a Unit at a time. Upon written demand from the Association, the Owner of the Unit must provide a true and correct copy of the Lease to the Association within fourteen (14) business days of the date of the demand. The Owner may redact a lessee's social security number and/or driver's license number and/or government issued identification number prior to providing a copy of the lease to the Association. Upon written demand of the Association, the Owner of the Unit must provide to the Association the name, age, mailing address, phone number, and email address, if any, of each person who will reside at the Unit within fourteen (14) business days of the date such written demand. Upon written demand of the Association, the Owner of the Unit must provide to the Association the make, model, and license plate number of all vehicles owned, operated or controlled by all lessees of a Unit within fourteen (14) business days of the date such written demand.

- i) Leasebacks. Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a Unit that allows the buyer to Lease the Unit back to the seller for a period of not more than ninety (90) consecutive days is allowed.
 - j) Hardship Exception. The Association's Board of Directors is authorized to consider hardship-based exceptions to these Rules on a case-by-case basis upon submission of requested supporting documentation as may be required by adopted rules and regulations, guidelines and/or policies.
 - k) Rules to be Provided to Lessee. The Owner must provide the lessee with copies of the Dedicatory Instruments, including the Declaration, including all amendments, and all rules, regulations, policies and procedures of the Association as a condition of entering into the Lease. The Lease shall provide that the tenant and all occupants of the leased Unit are bound by and obligated to comply with the Dedicatory Instruments.
2. Owner Responsible; Association Not Liable for Damages.
- a) The Owner of a leased Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the documents against the Owner's tenant.
 - b) The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute] against the Owner's tenant.
3. No "For Rent" or "For Lease" Signs. No person may post or maintain a sign on any property that advertises a Unit for rent or for Lease.
4. Use of Community Amenities. An Owner is not entitled to use the community amenities if the Unit is occupied as a rental property.
5. Violation Constitutes Default. Failure by the tenant or the tenant's invitees to comply with the Dedicatory Instruments will be deemed to be a default under the Lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly

obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of Lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Declaration.

6. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the Lease agreement for enforcement of the Dedicatory Instruments by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, solely for the purpose of enforcing the Dedicatory Instruments against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings against the Owner's tenant on his behalf, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to enforce the eviction provisions in the Declaration.

7. Fines for Violations of the Dedicatory Instruments:

- a) Fines. The Board of Directors have established the following fines pursuant to the enforcement authority set forth in the Declaration and Bylaws

Owners violating these Rules, including a violation of the minimum Lease term, may be fined the amounts set forth below:

Violation	Fine Amount
Incomplete Lease Documentation	Initial Fine: \$50.00 Continuing Violation: \$100 per week
Unauthorized Rental	\$200 per week
All Other Violations	Initial Fine: \$100 Continuing Violation: \$125 per week

NOTE: Short-term rental activity prohibited under these Rules will be considered a continuing violation if the Unit continues to be advertised for Lease periods shorter than the minimum term set forth herein. Accordingly, the daily fine amount will apply to the entire period of time until all rental activity, to include both leasing and advertising for terms less than one year, ceases.

8. Existing Leases. All Leases in existence on or before the date these Rules are recorded must be provided to the Association within ninety (90) days of these Rules becoming effective.

- 9. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Rental and Leasing Rules for Lafayette Place Home Owners Association was unanimously approved by the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Bexar County, Texas.

TO CERTIFY which witness my hand this the 31st day of March, 2023.

LAFAYETTE PLACE HOME OWNERS ASSOCIATION

By: *[Signature]* LP President

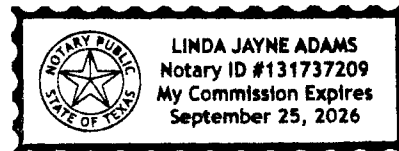
Printed: Christian Thomas Lafayette Home Owners Association

Its: President

THE STATE OF TEXAS §
 §
 COUNTY OF BEXAR §

BEFORE ME, the undersigned notary public, on this 31st day of March, 2023 personally appeared, CHRISTIAN THOMAS the President of Lafayette Place Home Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

[Signature]
 Notary Public in and for the State of Texas



OWNER LEASE PERMIT APPLICATION FORM

Owner's Name: _____

Cell Phone: _____

Email Address: _____

Co-Owner's Name: _____

Cell Phone: _____

Email Address: _____

Owner's Permanent Address: _____

Unit Address: _____

The following must be submitted along with this Lease Notice form:

- 1. Lease Addendum (attached)**
- 2. Draft Lease Agreement (Owner to provide copy of lease)**
- 3. Lease Processing Fee (Check payable to the Association)**

By my signature below, I acknowledge and agree to the following:

I understand the Unit is in a condominium, and that Lafayette Place Home Owners Association (the "Association") is authorized and empowered to enforce the condominium Declaration and other governing documents. I have provided the community rules to the potential lessees of my Unit, including the Declaration, Bylaws, and Rules and Regulations, which I have also reviewed and understand all covenants and restrictions in the governing documents for the Association.

Agreed and accepted:

By: _____ By: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

LEASE ADDENDUM

Lessee's Name: _____

Cell Phone: _____

Co-Lessee's _____

Cell Phone: _____

1st Vehicle Make _____ Model _____ License Plate _____

2nd Vehicle Make _____ Model _____ License Plate _____

[Any vehicle not listed may be subject to tow at the vehicle owner's expense]

Unit Address: _____

By their signatures below, the parties acknowledge and agree to the following:

I understand the Unit is in a condominium community, and that Lafayette Place Home Owners Association is authorized and empowered to enforce the condominium Declaration and other governing documents.

I have received copies of the Declaration, Bylaws, and Rules and Regulations and agree to be bound by them, including the Rental and Leasing Rules.

Authorization and Release - I understand use of the community amenities, facilities, and any common area is at my own risk. I, for myself, my heirs, and for any minor children listed below (each, a "User"), HOLD HARMLESS AND RELEASE Lafayette Place Home Owners Association (the "Association"), and the Association's managers, agents, employees, affiliates, officers, and directors, from any and all claims and causes of action including, but not limited to, any claim for personal injury or property damage, arising out of or relating in any way to use of the community amenities, facilities, and any common areas. I agree to pay or reimburse the Association for any damage caused by members of my household or any household guest.

Agreed and accepted - Owner:

Agreed and accepted - Lessee:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Recorded Date: April 04, 2023
Recorded Time: 9:50 AM
Total Pages: 8
Total Fees: \$50.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/4/2023 9:50 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk