

LEASING AND OCCUPANY POLICY
for
THE OAKS CONDOMINIUM ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RECITALS

1. The property encumbered by this Leasing and Occupancy Policy ("**Policy**") is the property subject to the Declaration of Condominium for The Oaks of Woodlake recorded in Volume 74, Page 2, *et seq.* of the Condominium Records of Harris County, Texas, as amended ("**Declaration**") and the authority of The Oaks Condominium Association ("**Association**").

2. Paragraph 18(B) of the Declaration provides, among other things, that: (a) no lease may be for hotel or transient purposes, nor may a Unit Owner lease less than the entire Unit; (b) all leases must be in writing; and (c) a copy of every lease shall be furnished to the Board.

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

4. Pursuant to the Declaration and the Act, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Units located within The Oaks Condominiums.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within The Oaks Condominiums. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in The Oaks Condominiums.

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "**Tenant**" means a person(s) who is authorized by a Lease to occupy a Unit or any portion of a Unit. Tenant includes any person(s) who occupies a Unit whether or not the person's name is on the Lease.
- b. "**Lease**" means any agreement between a Unit Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a 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. No Lease may be for hotel or transient purposes [See Declaration paragraph 18(B)]. For purposes of this Policy, but except as permitted per Rule 2.d., a Lease of a Unit for less than six (6) months is deemed to be the use of the Unit for hotel or transient purposes.
- b. Each Lease must be for a term of at least six (6) months. The Lease of a Unit on a month-to-month basis at the end of a Lease of six (6) months or longer is prohibited. A new Lease for a term of at least six (6) months is required upon the expiration of a Lease.
- c. Only the entire Unit may be leased [See Declaration paragraph 18(B)]. The Lease of a room(s) or any other portion of a Unit is prohibited.
- d. Notwithstanding any other provision in this Policy, Corporate Leasing is allowed for a periods of less than six (6) months but in no event may Corporate Leasing be for less than fourteen (14) days. Corporate Leasing is defined as a Tenant occupying a Unit: (1) who does not live within fifty (50) miles of the City of Houston limits as reflected on the Tenant's driver's license or other government issued identification; (2) who provides documentation to the Association on company letterhead confirming that that the Tenant is in Houston, Texas for a specified period of time not less than fourteen (14) days for the purposes of furthering a legitimate business and generally stating the nature of the business; and (3) that does not involve moving furniture or other personal items into the Unit other than those personal items normally associated with a minimum fourteen (14) day stay. Notwithstanding any other provision in this Policy, Corporate Leasing for a: (i) one bedroom Unit shall be limited to two Tenants maximum; (ii) two bedroom Unit shall be limited to three Tenants maximum; (iii) three bedroom Unit shall be limited to four Tenants maximum; and (iii) four bedroom Units shall be limited to four Tenants maximum. Corporate Leasing is prohibited in owner-occupied Units or in Units occupied by anyone other than the Corporate Leasing Tenants. The Association may require that a Unit Owner provide proof from a Unit Owner that a Corporate Leasing Tenant has prepaid for at least a fourteen day stay.
- e. Each Lease must be in writing and a copy of the Lease must be provided to the Board [See Declaration paragraph 18(B)] at the on-site office before a Tenant occupies a Unit. Each person eighteen (18) years of age or older who will occupy the Unit must be named as a lessee in the Lease.

- f. Each Tenant is bound by and subject to all of the obligations under the Declaration, this Policy, the Association's By-Laws [See Declaration paragraph 18(B)] and all other properly adopted Association rules, regulations, and policies.
- g. Not more than two (2) persons per bedroom may occupy a Unit unless otherwise mandated by law. The number of bedrooms in a Unit shall be determined by reference to the Unit floor plans contained in the Declaration. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- h. No Unit Owner may Lease a Unit to a person who has been convicted of a Felony. No Unit Owner may allow a Tenant to reside in a 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 before or after the Tenant occupied the Unit under the Lease), the Association will notify the Unit Owner in writing; the Unit Owner must act within fourteen (14) days of the date of the notice to: (i) terminate the lease so that the Tenant no longer resides in the 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 Unit. Upon the expiration of the fourteen (14) day period, the Association may levy a fine of \$200.00 per week against any Unit Owner who fails to terminate the Lease or begin and diligently continue the eviction process as required by this provision. The Association will consider a "notice to vacate" letter as beginning the eviction process. The Association will consider the filing of a forcible entry and detainer lawsuit (aka 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.
- i. **It is the Unit Owner's responsibility to confirm that a Tenant has not been convicted of a Felony.** Before occupying a Unit, each Tenant must sign a notarized statement in a form to be promulgated by the Association (or in a form provided by the Unit Owner that is acceptable to the Association) stating that the Tenant has not been convicted of a Felony.
- j. The Association may, but is not obligated to, perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective that is (18) years of age or older, the Unit Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the Unit Owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25.00 for each search to the Association before a Tenant occupies a Unit. **By performing this background check(s), the Association is not certifying that a Tenant has not been convicted of a Felony but is only certifying that the search performed by the service(s) used by the Association did not reveal a Felony conviction. The Association has no obligation to conclusively determine that a Tenant has not been convicted of a Felony.**

- k. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.
- l. Copies of the signed Lease, the notarized non-felony conviction statement, and the Tenant Questionnaire must be provided to the Association at least ten (10) days before a Tenant occupies a Unit. Any document related to Corporate Leasing must also be provided to the Association at least ten (10) days before a Tenant occupies a Unit. The failure to provide this documentation may result in the Tenant not being allowed vehicular access to The Oaks Condominiums. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.
- m. In the event of a violation of any term or provision of this Policy [with the exception of 2(h) above], and subject to any notice requirement imposed by law, the Association may levy an initial fine of up to \$250.00 and then additional fines of up to \$150.00 per week until the violation is corrected. Any fine levied under this Policy will be an assessment against the Unit that is secured by a continuing lien on the Unit (See Texas Property Code Sec. 82.113). 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(h) 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.
- n. **In the event of a violation of any term or provision of this Policy, the Association has the right to bar any Tenant from vehicular access to The Oaks Condominiums.**

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CERTIFICATION

I hereby certify that, as Secretary of The Oaks Condominium Association, the foregoing Leasing Policy was approved on the 16th day of May, 2016, at a meeting of the Board of Directors duly called at which a quorum at all times was present.

DATED, this the 19 day of May, 2016.

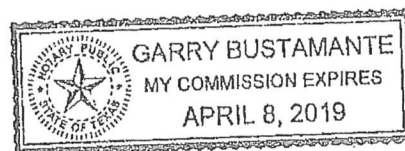
By: [Signature]
Michael Mullins

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 19th day of May, 2016, personally appeared Michael Mullins, Secretary of The Oaks Condominium Association, 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.

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



RP-2016-214276

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05/20/2016 11:25 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

STAN STANART

COUNTY CLERK

Fees \$40.00

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