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**CORPORATE CERTIFICATE  
OF  
HOLLISTER OAKS HOMEOWNERS ASSOCIATION, INC.**

Relating to the adoption of  
**RULES AND REGULATIONS REGARDING LEASING**

The undersigned Officer of Hollister Oaks Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), the corporation set forth and described in: (i) the "Declaration of Covenants, Conditions, Restrictions for Hollister Oaks" recorded under Harris County Clerk's File No. RP-2016-487480 of the Real Property Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); and (ii) the Bylaws of the Association, recorded under Harris County Clerk's File No. RP-2016-490444 of the Real Property Records of Harris County, Texas ("Bylaws"); does hereby certify that that at a regular meeting of the Board of Directors ("Board") of the Association held on September 1, 2020 with at least a majority of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

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**[Capitalized terms used herein have the same meaning as set forth in the Declaration]**

**WHEREAS**, pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Hollister Oaks" recorded under County Clerk File No. RP-2016-487480 of the Real Property Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws of the Association, recorded under Harris County Clerk's File No. RP-2016-490444 of the real Property Records of Harris County, Texas ("Bylaws") of the Association, the Association is responsible for administering the Common Areas, Common Maintenance Areas of the **HOLLISTER OAKS** subdivision (the "Property") and the Restrictions governing the Property; and

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**WHEREAS**, (i) Section 204.010(a) of the Texas Property Code authorizes the Association, acting through its Board of Directors, in subsection 6, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Property; in subsection 19, to exercise other powers conferred by the restrictions, its articles of incorporation, or its bylaws; in subsection 20, to exercise other powers that may be exercised in this state by a corporation of the same type as the property owners' association; and in subsection 21, to exercise other powers necessary and proper for the governance and operation of the property owners' association); Section 204.010(b) of the Texas Property Code provides that the powers enumerated by such section are in addition to any other powers granted to a property owners' association by this chapter or other law; (ii) Article II, Section 2.2 of the Declaration provides that "Every Owner will have the right and non-exclusive use, access and enjoyment in and to the Common Areas, subject to any limitations set forth herein, including, without limitation, the following: (a) the right of the

Association to establish and publish rules and regulations governing the use of the Common Areas and/or the Lots; (iii) Article III, Section 3.7 of the Bylaws provide that "...the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs and operation of the Association and for the operation and maintenance of the Property as may be required or permitted by the Declaration, these Bylaws, the Certificate of Formation and Texas Law... ..The Association, acting through the Board of Directors, may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members..."; and (iv) Article III, Section 3.8 of the Bylaws provide that "...The powers and duties of the Board of Directors shall include, without limitation: ...making, amending and enforcing policies, resolutions, rules and regulations governing the administration and operation of the Association..."; and

**WHEREAS**, pursuant to the authority provided by the Texas Property Code, Declaration, and the Bylaws, the Board of Directors has deemed it necessary to adopt Rules and Regulations Regarding Leasing within the Property.

**NOW THEREFORE**, the Board of Directors of the Association does hereby adopt the following Rules and Regulations titled "**RULES AND REGULATIONS REGARDING LEASING.**" Formal notice is hereby given to all existing Owners of Lots and Dwellings in the Property and to all future Owners of Lots and Dwellings in the Property that from and after the effective date set forth below, the following "**RULES AND REGULATIONS REGARDING LEASING**" shall be in full force and effect:

#### **RULES AND REGULATIONS REGARDING LEASING**

1. **TENANT SCREENING.** Prior to the lease or rental of a Dwelling in the Property, 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 Dwelling, in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to the Property at the time such lease application is made/lease entered into (the "Tenant Screening" herein). The Tenant Screening shall specifically include, without limitation, a national criminal background screening on each tenant or other occupant age eighteen (18) and over who will be residing in the residence pursuant to such proposed lease.

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 6 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, the Officers, and the managing agent(s) 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 Dwelling in the property.

2. **RESPONSIBILITY FOR TENANT CONDUCT.** Each Owner shall be responsible for and shall pay for damage to the Common Areas, any improvements or amenities within the Common Areas, or any improvements on any Lot or Dwelling caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Dwelling, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Restrictions by any tenant of the Owner, or any occupant of the Owner's Dwelling, 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 a suit is filed.
3. **REQUIRED LEASE PROVISIONS.** All leases covering a Dwelling MUST: (a) be in writing, (b) be expressly subject to the terms, provisions, and conditions set forth in the Restrictions, and (c) provide that the failure of the lessee to comply with the terms, provisions, and conditions set forth in the Restrictions shall be a default under the lease.

All leases must provide for an initial term of not less than six (6) months.

All leases shall provide that the maximum occupancy requirements are two (2) persons per bedroom, unless otherwise mandated by the applicable provisions of the Fair Housing Act.

4. **PROHIBITION AS TO COMMERCIAL USE OR ANY USE CONSTITUTING A NUISANCE OR ANNOYANCE; PROHIBITION AS TO SHORT-TERM LEASE; AND PROHIBITION AS TO A LEASE OF LESS THAN THE ENTIRETY OF A DWELLING.**
  - (a) Prohibition as to commercial use or any use constituting a nuisance or annoyance. Article VII, Section 7.1 of the Declaration provides that "...all Lots and Dwellings will be used and occupied for single family residential purposes only and no trade or business may be conducted in or from any Lot and/or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling so long as: (a) the existence or operation of the business activity is not apparent or detectible by sight, sound, or smell from outside the Dwelling; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve unreasonable visitation to or from the Dwelling by clients, customers, suppliers, or other business invitees; and (d) the business use is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of the other Residents in the Property. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (a) through (d) above in this Section 7.1 shall be made by the Board in the its sole and absolute discretion..."

The use of any Dwelling for hotel, motel, transient use, or "home sharing" use by individuals who do not utilize such Dwelling as a bona-fide private single-family residential purpose shall be for all purposes deemed to constitute a business use/business activity prohibited by the Declaration; and specifically, the Board has determined that, without limitation: (i) the existence or operation of such business activity would be apparent and detectable by sight and sound from outside the dwelling; such business activity would involve unreasonable visitation to and from the Dwelling by clients, customers, suppliers, or other business invitees; (iii) that such business use would not be ancillary to the residential use of the Dwelling and would diminish the residential character of the Property, would constitute a nuisance, and would have the likelihood of resulting in hazardous or offensive uses and/or threaten the security or safety of other Residents in the Property.

(b) Prohibition as to short term lease. "Short term lease" means a lease for less than six (6) month duration. Leases with a term of less than six (6) months are too temporary a use to be considered residential in nature and are prohibited. A short term lease shall include the use of the Dwelling for less than six (6) months for any purpose, including hotel, motel, transient, or "home sharing" use. Further, the advertisement of a Dwelling for a short term lease shall be prohibited, including any advertisement of a Dwelling (in whole or part) utilizing any internet website or advertisement by any other method or medium for less than six (6) months, including any use or advertisement of the Dwelling for hotel, motel, transient, or "home sharing" use. The use of any Dwelling for hotel, motel, transient, or "home sharing" use shall be and is strictly prohibited. "Hotel, motel, home sharing, or transient use" shall be defined so as to include, without limitation, any use for which the payment of a state and/or local short-term rental occupancy tax, such as the Texas Hotel Tax, would be applicable.

(c) Prohibition as to a lease of less than the entirety of a dwelling. Except as otherwise provided herein, any lease, rental, "home sharing", or other occupancy agreement covering less than the entire Dwelling shall be prohibited. No Dwelling may be used as a "boarding house" or "rooming house" or "home sharing" arrangement where less than the entirety of the Dwelling is subject to a lease, rental, or other occupancy arrangement. Provided however, that notwithstanding anything to the contrary set forth in this Section 4(c), an Owner may lease a maximum of one bedroom at a time to no more than one single person at a time so long as an Owner is also using the Lot and Dwelling as such Owners' principal residence at all times when such lease is in effect, and such lease is otherwise in compliance with all of the conditions and requirements of these Rules, including, without limitation, the prohibition as to a short term lease.

5. **NAMES OF TENANTS, AND COPIES OF LEASE(S) AND COMPLIANCE WITH SCREENING REQUIREMENTS.** After an Owner leases a Dwelling to a tenant/occupant, the Owner shall provide the Association with the following information/items within a reasonable time following the date of such lease (or, in any event, within 30 days following the Association's written demand for such information/items):

(a) A copy of the fully completed and executed lease (information deemed personal such as social security numbers, business terms, rent amount, etc. may be redacted);

- (b) If not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of each and every person occupying the Dwelling as a tenant/occupant under lease;
- (c) If not shown in the copy of the lease delivered pursuant to item (a) above, the name, address, and telephone number of any person managing the Dwelling as agent of the Owner; and
- (d) A written Statement signed by the Owner in form attached as Exhibit "A" hereto certifying that the Owner conducted the Tenant Screening as required by Paragraph 1 above. 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. The actual Tenant Screening reports need not be furnished.

All items required to be furnished pursuant to these Rules pursuant to this Section 5 shall be delivered to the Association in care of its then current managing agent.

- 6. **REMEDIES IN THE EVENT OF NON-COMPLIANCE.** Owners who fail or refuse to provide the documentation required by paragraph 5 above within thirty (30) days after written demand from the Association shall be subject to the levy of an initial fine in an amount not less than Two Hundred Dollars (\$200.00), with a subsequent fine of not less than One Hundred Dollars (\$100.00) *per month* thereafter until such time that all of the required information is properly delivered. The Board of Directors shall have the continuing authority at any time and from time to time, to modify (whether by a decrease or increase) the amount of the fines levied pursuant to this paragraph.
- 7. **CONFLICT PROVISIONS.** These Rules and Regulations Regarding Leasing are in no way intended to limit or supersede any contrary provision of the Restrictions (including, without limitation, the Declaration, the Certificate of Formation, the Bylaws, or the Rules and Regulations); and in the event of a conflict, the provisions of the Restrictions shall prevail.

The foregoing **RULES AND REGULATIONS REGARDING LEASING** shall be effective upon the recordation of this Certificate in the Real Property Records of Harris County Texas as "dedicatory instrument" in accordance with Section 202.006 of the Texas Property Code. The foregoing Rules do not apply to any lease in effect as of the effective date of these Rules; provided that upon the extension or renewal of any such lease, these Rules shall be fully applicable to such lease as a condition to such renewal and extension and the renewal term.

**HOLLISTER OAKS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation

By: Stacey Haack  
(signature)

Stacey Haack  
(name printed)

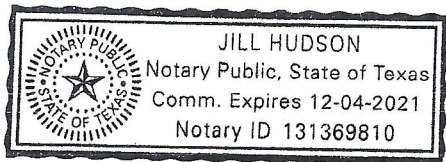
Its: Secretary/Treasurer  
(title/position)

THE STATE OF TEXAS :

COUNTY OF HARRIS :

This instrument was acknowledged before me on the 2 day of September 2020, by Stacey Haack, Secretary/Treasurer of **HOLLISTER OAKS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Jill Hudson  
Notary Public in and for the State of Texas



RECORD AND RETURN TO: ✓  
Richard C. Lievens  
Frank, Elmore, Lievens, Chesney & Turet LLP  
9225 Katy Freeway Suite 250  
Houston, TX 77024

**"EXHIBIT "A"**

Certificate of Compliance  
as to  
Mandatory Screening of Tenants

To: Board of Directors  
Hollister Oaks Homeowners Association, Inc.  
A Texas non-profit corporation ("Association")

From: \_\_\_\_\_ (name of owner)

Dwelling address: \_\_\_\_\_

I have entered into a residential lease covering the above described Dwelling as follows:

Date of Lease: \_\_\_\_\_

Term of Lease (in months): \_\_\_\_\_

Name of Tenants under Lease Agreement, and all occupants age 18 and over who will be residing in the residence pursuant to such lease (provide relationship of occupants to Tenant):

\_\_\_\_\_  
\_\_\_\_\_

Contact information for Tenant: \_\_\_\_\_

Emergency contact number for Tenant: \_\_\_\_\_

I hereby certify to the Association as follows:

1. I have provided the Tenant with a copy of the Restrictions (Declaration and Rules; including the Leasing and Occupancy Rules and Regulations of the Association).
2. I have performed the Tenant Screening required by the Leasing and Occupancy Rules and Regulations as to the character, criminal background, sex-offender background, prior conviction background, and prior landlord referrals for each Tenant and/or other occupant above the age of 18 residing in the residence under the Lease. The Tenant Screening included a national criminal background check.
3. Nothing was disclosed in the Tenant Screening 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.
4. A copy of the Lease is attached.

Signature of Owner/Landlord: \_\_\_\_\_

Printed name of Owner/Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

**RECORDER'S MEMORANDUM:**

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

8:00:00 AM

Wednesday, September 9, 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

Wednesday, September 9, 2020



COUNTY CLERK  
HARRIS COUNTY, TEXAS

