

Notice

**CORPORATE CERTIFICATE  
OF  
MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.**

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

The undersigned Officer of **MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors ("Board") of the Association held on December 5, 2019, with at least a majority of the Board being present, the following resolutions were duly made and approved by the Board:

[Words with a capitalized first letter used herein have the same meaning as set forth in the Declaration, hereinafter defined]

**WHEREAS**, pursuant to the Governing Documents, including that certain "Declaration of Covenants, Conditions, Restrictions and Easements for **MEMORIAL PARK VILLAGE**" recorded under County Clerk File No. Y546960 of the Real Property Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), the Articles of Incorporation of the Association, a copy of which is recorded under County Clerk's File No. Y729248 of the Real Property Records of Harris County, Texas (the "Articles"); and the Bylaws of the Association, a copy of which is recorded under County Clerk's File No. Y729248 of the Real Property Records of Harris County, Texas (the "Bylaws") the Association is responsible for administering the **MEMORIAL PARK VILLAGE** Subdivision (the "Subdivision") and the restrictive covenants set forth therein governing the Subdivision; and

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**WHEREAS**, (i) Section 204.010(a) of the Texas Property Code authorizes the Association, acting through its Board, in subsection 6, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; 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); and 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; and (ii) Article VII, Section 7.20 of the Declaration provides that the Board shall be and is specifically authorized to promulgate, modify and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including all Lots, as the Board shall from time to time deem beneficial to the Subdivision; and

**WHEREAS**, pursuant to the authority provided by the Texas Property Code, the Declaration, Articles, and Bylaws, the Board has deemed it necessary to adopt Leasing and Occupancy Rules and Regulations applicable to the Lots in the Subdivision.

**NOW THEREFORE**, the Board of the Association does hereby adopt the following Rules and Regulations titled "**LEASING AND OCCUPANCY RULES AND REGULATIONS**". Formal notice is hereby given to all existing Owners of Lots in the Subdivision and to all future Owners of Lots in the Subdivision that from and after the effective date set forth

below, the following "**LEASING AND OCCUPANCY RULES AND REGULATIONS**" shall be in full force and effect.

### **LEASING AND OCCUPANCY RULES AND REGULATIONS**

1. **TENANT SCREENING.** Prior to the lease or rental of a residence in the Subdivision, 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 Home, in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to the Subdivision 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 Home in the property.

2. **RESPONSIBILITY FOR TENANT CONDUCT.** Each Owner shall be responsible for and shall pay for damage to the Community Properties, or any Lot, or any residence located on any Lot caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's residence, or the tenant/occupant's family, guests, employees, contractors, agents, or invitees. Each Owner shall be liable to the Association for violations of the Declaration, Bylaws, or these Rules by any tenant of the Owner, or any occupant of the Owner's residence, 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 lawsuit is filed.
3. **LEASE REQUIREMENTS.** As provided in Article VII, Section 7.15.1 of the Declaration, each lease of any Home must: (i) be in writing, and (ii) are specifically

subject in all respects to all provisions of the Declaration and all other Governing Documents (whether or not expressly stated in the lease), and any failure by lessee to comply with the Declaration or any other Governing Documents shall be a default under the lease.

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

4. **PROHIBITION AS TO COMMERCIAL USE.** As provided in Article VII, Section 7.15.1 of the Declaration, no Lot may be leased other than for use as a single family residence as further provided and defined in the Declaration; no Owner may lease a Lot and attendant use of the residence and improvements thereon for transient or hotel purposes; and no Owner may lease less than the entire Lot and attendant use of the residence and improvements thereon.

The use of any Lot and the residence and improvements thereon for hotel, motel, transient use, or "home sharing" use by individuals who do not utilize such residence as a bona-fide primary or secondary Home shall be for all purposes deemed to constitute a commercial use prohibited by the Declaration. For purposes of these Rules, an otherwise permissible "lease" and "leasing" arrangement shall not include any use of any of the residence for hotel, motel, transient, or "home sharing" use by individuals who do not utilize such Home as a bona-fide primary or secondary Home. The use of any residence 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. No residence may be used as a "boarding house" or "rooming house" or "home sharing" arrangement where less than the entirety of the Home is subject to a lease, rental, or other occupancy arrangement.

5. **NAMES OF TENANTS, COPIES OF LEASE(S) AND COMPLIANCE WITH SCREENING REQUIREMENTS.** In accordance with Article XII, Section 12.03.5 of the Declaration, written notice of leasing of or other change in occupancy of a Lot must be given to the Association within thirty (30) days after the change in occupancy. The notice must state the name and current mailing address of the Owner(s), the date of change of occupancy, the names of all persons who will occupy the affected Lot and their relationship and a general statement of the legal basis of the change of occupancy (for example "under Lease for a one-year term").

In addition, within thirty (30) days after the date of any lease (or, in any event, within 30 days following the Association's written demand for such information/items), the Owner shall provide the Association with the following 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 Home as a tenant/occupant under lease; and

- (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 Home as agent of the Owner.
- (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 information required by paragraph 5 above 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.

The foregoing remedies are in addition to any and all remedies set forth in the Declaration, including but not limited to, the provisions of Article XII, Section 7.15.2, Section 7.15.3, and Section 7.15.4, and/or as allowed by applicable law.

- 7. **CONFLICT PROVISIONS.** These Rules and Regulations Regarding Leasing are in no way intended to limit or supersede the restrictions set forth in the Declaration; and in the event of a conflict, the Declaration shall control.
- 8. **EFFECTIVE DATE; APPLICABILITY TO LEASES ENTERED INTO PRIOR TO EFFECTIVE DATE.** The foregoing LEASING AND OCCUPANCY RULES AND REGULATIONS 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.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 16 day of December, 2019.

102

**MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.,** a Texas non-profit corporation

By: *[Signature]*  
(signature)  
Danielle Odham  
(name printed)  
Its: HOA President  
(title/position)

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 16<sup>th</sup> day of December, 2019, by Danielle Odham, President of **MEMORIAL PARK VILLAGE COMMUNITY ASSOCIATION, INC.** a Texas non-profit corporation, on behalf of said corporation.

*[Signature]*  
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  
Memorial Park Village Community Association, Inc.  
A Texas non-profit corporation ("Association")

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

Residence address: \_\_\_\_\_

I have entered into a residential lease covering the above described residence 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 Declaration and 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: \_\_\_\_\_

FILED FOR RECORD

8:00:00 AM

Wednesday, January 15, 2020

*Diane Mautner*

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, January 15, 2020



*Diane Mautner*

COUNTY CLERK,  
HARRIS COUNTY, TEXAS