

SECRETARY'S CERTIFICATE

MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.

(i) **RESCISSION OF "Leasing Rules and Regulations"** filed under Harris County Clerks File No. 2014053736; and

(ii) **RATIFICATION AND CERTIFICATION OF true and correct "Leasing Rules and regulations"** adopted on November 19, 2014.

RELATING TO

MEMORIAL BEND PLACE CONDOMINIUM, a condominium according to that certain "Declaration of Condominium for Memorial Bend Place Condominium" recorded under Film Code No. 188188 of the Condominium Records of Harris County, Texas, and all amendments thereto.

The undersigned is the duly acting and qualified Secretary of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"). At a duly constituted meeting of the Board of Directors of the Association held on November 19, 2014, with at least a majority of the Board of Directors present, the Board of Directors approved certain "LEASING RULES AND REGULATIONS".

Through apparent error and/or oversight, an *incorrect version* of the "LEASING RULES AND REGULATIONS" were attached to that certain Certificate of Corporate Resolution of the Board of Directors filed of record under Harris County Clerk's File No. 20140531736 of the Real Property Records of Harris County, Texas.

By this Secretary's Certificate, the undersigned Secretary, as the keeper of the minutes and records of said Association, is desirous of correcting the error and oversight by evidencing the rescission of the Certificate of Corporate Resolution filed under Harris County Clerk's File No. 20140531736 of the Real Property Records of Harris County, Texas (and the incorrect Leasing Rules and Regulations included therewith), and ratifying the true and correct LEASING RULES AND REGULATIONS which were actually adopted by the Board of Directors of the Association on November 19, 2014.

A. RECISSION OF CERTIFICATE OF CORPORATE RESOLUTION AND "LEASING RULES AND REGULATIONS" FILED UNDER HARRIS COUNTY CLERK'S FILE NO. 2014053736.

By that certain "Certificate of Corporate Resolution" filed under County Clerk's File No. 20140531736 of the Real Property Records of Harris County, Texas, the Association had cause to file of record a set of Leasing Rules and Regulations for the Association, purportedly adopted by the Board of Directors. Through apparent error and/or oversight, the Leasing Rules and Regulations attached to such Certificate of Corporate Resolution *were not the correct Leasing Rules and Regulations* which were *actually* adopted by the Board of Directors.

The undersigned Secretary of the Association confirms that the Leasing Rules and Regulations attached to the Certificate of Corporate Resolution filed under County Clerk's File No. 20140531736 of the Real Property Records of Harris County, Texas were not and are not the correct Leasing Rules and Regulations of this Association.

As such, it necessary and desirable to formally rescind, revoke, withdraw, and vacate, in its entirety, the Certificate of Corporate Resolution filed under County Clerk's File No. 20140531736 of the Real Property Records of Harris County, Texas which contained the incorrect Leasing Rules and Regulations.

By this Secretary's Certificate, the Certificate of Corporate Resolution filed under County Clerk's File No. 20140531736 of the Real Property Records of Harris County, Texas which contained the incorrect Leasing Rules and Regulations is hereby rescinded, revoked, withdrawn, and vacated; shall be null and void; and shall be of no force and effect whatsoever.

B. RATIFICATION AND CERTIFICATION of the true and correct "Leasing Rules and Regulations" actually adopted on November 19, 2014.

The undersigned, being the duly acting Secretary of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby ratify, confirm, and certify that the resolutions attached hereto as Exhibit "A" are in fact the true and correct resolutions adopting the LEASING RULES AND REGULATIONS as approved by the Board of Directors a duly constituted meeting of the Board of Directors of the Association held on November 19, 2014, with at least a majority of the Board of Directors present (the "LEASING RULES AND REGULATIONS").

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand as of the date of the acknowledgement shown below, to be effective the 19th day of November, 2014.

**MEMORIAL BEND PLACE
OWNERS ASSOCIATION, INC.,**
a Texas non-profit corporation

By: USA Korsten
(signature)
USA Korsten
(name printed)

Its: Secretary

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this 26 day of March, 2015,
by USA Korsten, Secretary of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of such corporation.



Stacy Jacob
Notary Public, State of Texas

EXHIBIT "A"

**RESOLUTIONS ADOPTING
LEASING RULES AND REGULATIONS**

ADOPTED: November 19, 2014

RELATING TO

MEMORIAL BEND PLACE CONDOMINIUM, a condominium according to that certain "Declaration of Condominium for Memorial Bend Place Condominium" recorded under Film Code No. 188188 of the Condominium Records of Harris County, Texas, and all amendments thereto.

WHEREAS, the Association is responsible for the administration, governance and maintenance of the MEMORIAL BEND PLACE CONDOMINIUM, as described in the Declaration of Condominium for Memorial Bend Place Condominium recorded under Film Code No. 188188 of the Condominium 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

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, Section 82.102(a) (7) of the Texas Property Code, and Section 8, Paragraph (F) of the Declaration authorizes the Association, acting by and through its Board of Directors, to adopt and amend rules regulating the use, occupancy, leasing or sale of the units; and

WHEREAS, the Board of Directors for the Association has deemed it necessary to adopt Rules and Regulations relating to leasing of the units in the Condominium;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors on behalf of the Association hereby adopts the following Leasing Rules and Regulations titled "Leasing Rules", as follows:

LEASING RULES

1. RESTATEMENT OF RESTRICTIVE COVENANTS SET FORTH IN DECLARATION. Section 15, Paragraph (C) of the Declaration, provides as follows:

" *Leases.*

(i) Rules and Regulations for Leasing.

Prior to the leasing of any Unit, each Owner must comply with the provisions of this Section.

(ii) Form and Content of Proposed Lease Agreements.

Any and all lease or rental agreements must be in writing.

Units may be leased only in their entirety; no fraction or portion may be leased.

No transient lessee may be accommodated therein.

No subleases or subleasing shall be allowed.

Each Lease shall specify, by name, those persons intending to occupy the Unit pursuant to the Lease.

All leases must be for a term of no less than six (6) months.

Maximum occupancy requirements are two (2) persons per bedroom, unless otherwise mandated by law (See Section 15.A. references to Fair Housing Act).

Any lease of a Unit in the Condominium shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then, such language shall be incorporated into such lease by virtue of the existence of this covenant. Any lessee, by occupancy in a Unit, agrees to the applicability of this covenant and incorporation of this covenant and the following language into the lease:

- (a) Lessee acknowledges that certain promises made to Lessor are made for the benefit of Memorial Bend Owners Association, Inc. (the "Association") relating to Lessee's compliance with the Declaration of Condominium ("Declaration"), Bylaws of the Association ("Bylaws") and Rules and Regulations of the Association ("Rules"). In order to enforce the provisions of this Agreement made for the Association's benefit, Lessee agrees and acknowledges, and Lessor authorizes, that in the event of Lessee's breach or violation of any of the provisions of the Declaration, Bylaws, or Rules, as they may be amended from time to time, such breach shall constitute a breach or violation of the Lease and the Lessee shall be in default thereunder, and the Association shall be authorized, without joinder or authorization from the Owner of the Unit, to take any and all action against the Lessee available at law or equity, including, but not limited to, all remedies available to a landlord upon breach or default of a lease agreement by the Lessee, including the eviction of the Lessee by forcible entry and detainer action brought by the Association. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter.
- (b) Lessee shall comply strictly with all provisions of the Declaration, By-Laws and Rules as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family, guests and invitees in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee or any of the parties above described for whose conduct Lessee is responsible to control of any provision of the Declaration, By-Laws or Rules shall constitute a default under this lease."

It shall be the obligation of the Owner to provide the lessee of such Owner's Unit with copies of the Declaration, Bylaws and

Rules prior to entry into any lease covering such Unit; such copies to be made available to such Owners and Lessees for such purpose by the Association for reproduction cost.

(iii) Remedies of the Association.

The Owner of the Unit shall be jointly and severally liable with the lessee of his Unit for any and all violations of the Declaration, Bylaws and Rules, for any fines levied against any such lessee by the Association, for any attorney's fees, costs, court costs, or other amounts incurred as a result of any violation and for any damages to the Condominium including, without limitation, the Common Elements or Building, caused by such lessee. Provided, however, that an Owner shall not be liable for, or responsible for any criminal acts of such lessee.

Further, in the event the Association proceeds to evict a lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

The Association shall have the authority to enforce any violations of the Declaration, or Rules and Regulations by appropriate judicial relief, including injunctions and suit for damages. In any such lawsuit, the Association shall be entitled to reasonable attorney's fees and costs."

The foregoing restrictive covenants are incorporated by reference and restated herein in their entirety.

2. RESTATEMENT OF "LEASING RULES" SET FORTH IN EXISTING RULES AND REGULATIONS. The existing Rules and Regulations of the Association, attached as Schedule "A" to the Bylaws of the Association (such Bylaws being attached as Exhibit A-2 to the Declaration), provide as follows:

"OCCUPANCY STANDARDS

- NUMBERS. A Unit may be occupied by no more than two (2) persons per bedroom, unless higher occupancy is mandated by public agencies that enforce compliance with the familial status protection of the Fair Housing Act.
- DANGER. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others, pursuant to the Fair Housing Act.
- OCCUPANCY DEFINED. Occupancy of a Unit for purposes of these Rules, shall mean occupancy of at least 30 continuous days or 60 non-continuous days in any 12 month period.
- TERM OF LEASE. A Unit may not be leased for hotel or transient purposes or for a term of less than six (6) months. Less than the entire Unit may not be leased.
- WRITTEN LEASES. Each lease must be in writing and shall be subject in all respects to the provisions of the Condominium Documents, as amended from time to time, and all instruments affecting title to the condominium property. Any failure by a tenant to comply with the terms of any such documents shall

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constitute a default under such lease enforceable by the Association as the intended third-party beneficiary of the same. An Owner shall provide the Board of Directors with a copy of each lease of that Owner's Unit."

The foregoing existing Leasing Rules are hereby incorporated by reference and restated herein in their entirety.

3. IN ADDITION TO THE RESTRICTIVE COVENANTS SET FORTH IN PARAGRAPH 1 ABOVE, AND THE LEASING RULES SET FORTH IN THE RULES AND REGULATIONS DESCRIBED IN PARAGRAPH 2 ABOVE, THE FOLLOWING PROVISIONS SHALL BE APPLICABLE TO EACH AND EVERY LEASE OF A UNIT AT THE CONDOMINIUM.

- (a) PARKING. Each Lessee, and his or her family, guests and invitees, must comply with the Parking and Garage Use Rules. A copy of the Parking and Garage Use Rules must be attached to each lease agreement executed after the Effective Date hereof. Each lessee must provide vehicle registration information at the time the lease is signed and this information shall be furnished to the Association or its managing agent at the time of move-in. As to leases in effect as of the Effective Date hereof, the Owner shall provide to the Lessee a copy of the Parking and Garage Use Rules within thirty (30) days after the Effective Date hereof.
- (b) TENANT SCREENING. 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 Unit in such manner which is reasonable and prudent of landlords in Houston, Harris County, Texas for properties comparable to Memorial Bend Place Condominium at the time such lease application is made/lease entered into (the "Tenant Screening" herein).

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 sub-paragraph (d) 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 of Directors, the Officers, and the agents 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 Unit in the property.

- (c) RESPONSIBILITY FOR TENANT CONDUCT. Each Owner shall be responsible for, and shall pay for damage to the common elements or any unit caused by the negligence or willful misconduct of the Owner's tenant, any other occupant of the Owner's Unit, 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 Rules and Regulations of the Association by any tenant of the Owner, or any occupant of the Owner's Unit, 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 suit is filed.
- (d) NAMES OF TENANTS, COPIES OF LEASE(S), COMPLIANCE WITH SCREENING REQUIREMENTS, AND VEHICLE REGISTRATION.
 - (i) Not later than ten (10) days after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with: 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), with evidence that the Parking and Garage Use Rules were attached to the lease and/or otherwise furnished to the lessee;
 - (ii) Each lessee must provide vehicle registration information at the time the lease is signed and this information shall be furnished to the Association or its managing agent at the time of move-in.
 - (iii) Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, as required by Section 82.114(e)(3) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to item (i) above, the Owner shall provide the Association with: the name, address, and telephone number of each and every person occupying the Unit as a tenant/occupant under lease;
 - (iv) Not later than the 30th day after the date an Owner leases a Unit to a tenant/occupant, as required by Section 82.114(e)(4) of the Texas Uniform Condominium Act, if not shown in the copy of the lease delivered pursuant to

item (i) above, the Owner shall provide the Association with: the name, address, and telephone number of any person managing the Unit as agent of the Unit Owner; and

- (v) Not later than ten (10) days after the date an Owner leases a Unit to a tenant/occupant, the Owner shall provide the Association with a written Statement signed by the Owner stating that the Owner conducted the Tenant Screening as required by sub-paragraph (a) 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.

Owners who have leases presently in existence as of the Effective date of these Leasing Rules and Regulations shall, not later than the thirty (30) days after the Effective Date hereof, provide the Association or its managing agent with the information required pursuant to sub-paragraphs (iii), (iv), and (v) above; and cause his/her tenant to furnish the information required pursuant to sub-paragraph (ii) above.

- (e) REMEDIES IN THE EVENT OF NON-COMPLIANCES. Owners who fail or refuse to provide the documentation required by sub-paragraph (c) above within the time required shall be subject to the levy of an initial fine in the amount of One hundred Dollars (\$100.00), with a subsequent fine of One hundred Dollars (\$100.00) per month thereafter until such time that all of the required information is properly delivered. Any Owner who fails or refuses to provide the documentation required by sub-paragraph (c) above on two or more occasions during any cumulative twelve (12) month period shall be subject to the levy of a fine in the amount of One hundred Dollars (\$100.00) for each additional time the Owner fails or refuses to provide such information.

- 4. FURTHER AMENDMENTS. As provided by the Declaration, Bylaws, Rules, and the Texas Uniform Condominium Act, the Board of Directors of the Association shall have the continuing right to further amend the Leasing Rules and Regulations from time to time hereafter.

- 5. EFFECTIVE DATE: These Leasing Rules shall be effective on and after November 19, 2014.

Record and Return to:

Frank, Elmore, Lievens, Chesney & Turet, LLP
Attn: Richard C. Lievens
9225 Katy Freeway Suite 250
Houston, TX 77024

Memorial Bend. Leasing Rules Adopted November 19, 2014

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.

RP 094-41-0398

FILED FOR RECORD
8:00 AM

APR -7 2015

Stan Stanout
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 herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

APR -7 2015



Stan Stanout
COUNTY CLERK
HARRIS COUNTY, TEXAS