

CITY PLAZA OWNERS ASSOCIATION, INC.
MEETING OF THE BOARD OF DIRECTORS
March 21, 2024

**RESOLUTION ADOPTING RULES AND REGULATIONS REGARDING
LEASING FOR CITY PLAZA OWNERS ASSOCIATION, INC.**

The undersigned, being a duly authorized representative of CITY PLAZA OWNERS ASSOCIATION, INC., (the "Association"), a Texas Non-Profit Corporation, pursuant to Chapter 22 of the Texas Business Organizations Code and §82.102 of the Texas Uniform Condominium Act ("TUCA"), adopt the following resolution at a duly called board meeting:

WHEREAS, the Association is responsible for the governance and maintenance of Rise Condominiums as described in the Declaration of Condominium of City Plaza, a Condominium and the Plats and Exhibits, recorded under Film Code No. 185069 in the Condominium Records of Harris County, Texas, including all amendments thereto; and

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

WHEREAS, for the benefit and protection of the Association, the Owners, and the residents, the Board deems it necessary to adopt the Rules and Regulations Regarding Leasing attached hereto as **Exhibit "A"** and incorporated herein for all purposes, which shall be enforced in addition to any and all Rules or restrictions regarding leasing currently in place.

NOW, THEREFORE, BE IT RESOLVED, that upon careful consideration and deliberation, with all motions being correctly proposed and seconded, the Board voted to adopt the Rules and Regulations Regarding Leasing attached hereto as **Exhibit "A."**

CERTIFICATION

I, the undersigned, being the President of the City Plaza Owners Association, Inc., hereby certify that the foregoing Rules were adopted by at least a majority of the City Plaza Owners Association, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 14th day of March 2024.

CITY PLAZA OWNERS ASSOCIATION, INC., a
Texas non-profit corporation, acting through its
President

By: Nhung Pham
_____, President

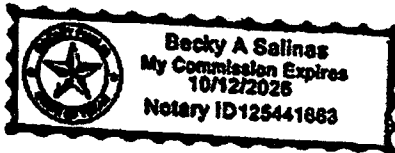
STATE OF TEXAS

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COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Nhung Pham
_____, President of City Plaza Owners Association, Inc., a Texas corporation, known to me to
be the person and officer whose name is subscribed to the foregoing instrument and acknowledged
to me that s/he had executed the same as the act of said corporation for the purpose and
consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of March 2024.



Notary Public, State of Texas

CITY PLAZA OWNERS ASSOCIATION, INC.

Rules and Regulations Regarding Leasing

Pursuant to and in accordance with the Declaration and Bylaws, the Board of Directors ("Board") of City Plaza Owners Association, Inc. (the "Association") has approved the following Rules and Regulations Regarding Leasing to facilitate the orderly and fair administration of the leasing of Units, and to seek to ensure the safety and security of all occupants, whether Owners, tenants, or guests.

Each tenant must meet the Tenant Qualification Criteria ("Criteria") specified below to live at City Plaza.

Condominiums have a lease cap of 40% of the total Units. The Association shall maintain a current list of leased Units and the commencement and expiration dates of such leases. If the lease cap is reached, an Owner may submit a request to lease to the Association. The Association shall maintain a list of Owner's who have requested the right to lease; the right to lease will be provided on a first-come first-serve basis. A previously rented Unit which is vacant for sixty (60) days or which becomes Owner occupied will no longer be considered leased; the Owner must reapply for the right to lease prior to leasing out the Unit. Notwithstanding the forgoing, any Unit which is currently leased may continue to be leased by the Unit Owner until sold to a third party. Currently leased Units will count towards the 40% leasing cap; however, said Units will not be subject to the application and approval requirements of Article IV for leases currently in effect or renewed with the same occupants.

I. GENERAL RULES FOR LEASING

- A. An Owner shall not advertise a Unit for lease for short-term rental. Short-term rental is considered rental of a Unit for a period less than six (6) months.
- B. A Unit may not be leased for overnight, hotel or transient purposes and may not be advertised for overnight or temporary vacation use.
- C. Less than the entire Unit may not be leased.

II. TENANT QUALIFICATION CRITERIA. The criteria listed below does not apply to current tenants. The criteria will apply to all new tenants who lease a Unit after the recording of these Rules.

- A. Unit Owners intending to lease their Unit(s) shall be responsible for obtaining the criminal history of all applicants for tenancy related to their Unit(s) and Unit Owners shall bear the cost of obtaining same provided in an acceptable form to Management.
- B. A tenant must not have a conviction for any felony within the ten (10) year period preceding the date of the application for tenancy.

III. FORM OF LEASE



- A. The form of the lease shall be in substantial conformity with the terms of then current forms of Residential Lease and associated addenda published by the Texas Association of Realtors.
- B. The term of all leases shall be for at least six (6) months (the "Standard Lease Term").
- C. Each lease must comply with the following:
 - i. The lease must be in writing.
 - ii. The lease or lease addenda must expressly provide that occupancy is subject to the requirements of the Declaration, Articles of Incorporation, Bylaws and Rules (collectively "Governing Documents") of the Association, as amended from time to time.
 - iii. The lease must include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provision of the Governing Documents against the tenant, provided the Owner of the Unit is provided written notice of the Association's intent to enforce and a reasonable opportunity to cure the violation.
- D. A complete copy of the executed Lease, including addendums required by the Association, must be provided to Management at least seven (7) days prior to the effective date of the Lease. For Units currently leased, a copy of the Lease must be provided Management within seven (7) days of the recording of these Rules.

IV. LIMITATION ON NUMBER OF LEASES PERMITTED

- A. Leasing of Units will be limited to forty percent (40%) of the total number of Units in the Condominium. This percentage represents 98 out of a total of 246 Units (hereafter the "Leasing Cap").
- B. After the Leasing Cap is reached, no additional leases will be allowed until current leases are terminated, or a previously approved Owner fails to lease his/her Unit within one hundred and eighty (180) days of obtaining approval to do so.
- C. Any Owner who intends to lease a Unit must first send a written request to the Management. A request must be sent for each new lease agreement and renewal of a lease agreement. Requests will be considered in the order received by the Management, according to the date and time of electronic submissions or fax submissions. Mailed requests will be deemed received as of the date and time of actual receipt by Management.
- D. After receiving a written request from an Owner, Management shall notify the Owner within ten (10) business days of receipt, if the limitation on leasing has been reached and whether the Owner's request has been accepted or denied.
- E. If the Leasing Cap has been reached, an Owner who has requested the right to lease will be placed on a waiting list effective as of the time and date the request was received. The right to lease will be granted on a first come first serve basis.
- F. An Owner may send a written request to the Board for a lease based on financial or personal hardship. In such instances, even if Leasing Cap has been reached, the Board, in its sole discretion, may authorize the Owner to lease the Unit or place the Owner at the top of the waiting list.
- G. Units occupied by a family member of an Owner who is not occupying the Unit under a lease agreement and who is not paying rent to the Owner will not be considered a leased Unit for the purpose of the Leasing Cap.

- H. Once an Owner has obtained approval to lease his/her Unit, the Owner has one hundred and eighty (180) days to locate an acceptable tenant and provide a copy of the executed lease and associated paperwork to Management.
- I. All Owners must notify Management when a lease is renewed, extended, or terminated. All Owners must notify Management of any updates, modifications, or changes to their lease agreements.
- J. If an Owner has failed to submit a lease to Management within one hundred and eighty (180) days of obtaining approval to lease, the Owner's right to lease will terminate and the Owner will need to apply to Management for the right to lease again and will be placed on the waiting list accordingly.
- K. If a lease is terminated for any reason, the permission to lease the Unit also terminates. The term of permission ends when the actual lease agreement ends, even if terminated due to the tenant's breach or an agreement of the parties.
- L. The renewed lease agreement must have the identical active tenant or tenants as the original lease agreement. A renewed lease agreement that complies with the provisions of these Rules receives an automatic approval without relegation to the waiting list.
- M. Upon the end of a lease, an Owner's approved status to lease his/her Unit shall remain in effect for sixty (60) days following the end of the lease. An Owner must, within sixty (60) days, submit a new lease, with criminal background check, to Management in accordance with these Rules. A new lease which complies with the provisions of these Rules will not require an application to lease in.

V. VIOLATION OF THE LEASING RULES

Violations of these Rules will subject an Owner and Unit to fines as provided in the Association's current Fine Policy.

RP-2024-135607
Pages 6
04/16/2024 03:35 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$41.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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