

**THE LOFTS ON POST OAK CONDOMINIUM OWNERS
ASSOCIATION, INC.**

MEETING OF THE BOARD OF DIRECTORS

March 8, 2023

**RESOLUTION ADOPTING THE LOFTS ON POST OAK
LEASING RULES AND REGULATIONS AND CONSTRUCTION RULES**

The undersigned, being a duly authorized representative of The Lofts on Post Oak Condominium 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 The Lofts on Post Oak as described in the Declaration of Condominium for The Lofts at Post Oak, recorded under County Clerk's File No. Y651572 in the Official Public Records of Real Property of Harris County, Texas, as amended from time to time; and

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

WHEREAS, ARTICLE 7, Board of Directors, of the Bylaws of the Association, states, in part, as follows:

Section 7.14 (a) Duties; "... the Board of Directors shall have the powers and duties including, but not limited to, the following: (14) make and enforce compliance with the Regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these Bylaws, the Declaration and the Regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the members, tenants and occupants of Units, their successors in title and assigns..."

WHEREAS, for the benefit and protection of the Association, the Owners, and the residents, the Board deems it necessary to adopt the **Leasing Rules and Regulations** attached hereto as **Exhibit A** and incorporated herein for all purposes and **The Lofts on Post Oak Construction Rules** attached hereto as **Exhibit B** and incorporated herein for all purposes; and

WHEREAS, the **Leasing Rules and Regulations** attached hereto as **Exhibit A** shall replace and supersede the Leasing Rules and Regulations recorded by the Association on February 5, 2021, under File No. RP-2021-65992, Official Public Records of Harris County, Texas.

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 **Leasing Rules and Regulations** attached hereto as **Exhibit A** and incorporated herein for all purposes and **The Lofts on Post Oak Construction Rules** attached hereto as **Exhibit B** and incorporated herein for all purposes.

CERTIFICATION

I, the undersigned, being the President of The Lofts on Post Oak Condominium Owners Association, Inc. hereby certify that the foregoing Leasing Rules and Regulations were adopted by at least a majority of The Lofts on Post Oak Condominium Owners Association, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 8th day of March 2023.

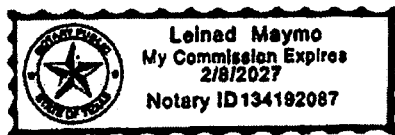
THE LOFTS ON POST OAK CONDOMINIUM
OWNERS ASSOCIATION, INC., a Texas non-
profit corporation, acting through its President

By: Albert Papazoni
[Signature], President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Albert Papazoni, President of The Lofts on Post Oak Condominium 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 he/she 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 29 day of March 2023.



[Signature]
Notary Public, State of Texas

After Recording, Return To:

BSG | SEARS
BENNETT
& GERDES, LLP
6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

Leasing Rules and Regulations

Definitions:

LOPO: The Lofts on Post Oak Condominium Owners Association

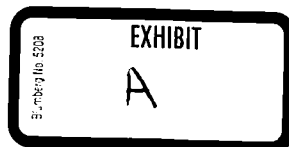
Building: Lofts on Post Oaks Condominiums

Lessee – an approved renter for a Unit

Resident – The individual(s) living on-site in the Unit.

1. Lease Procedures and Fees –

- a. Owners who wish to lease their Units must complete a Residence Application and submit it to the LOPO Management Office as well as 1 form of government issued ID. All pertinent information must be provided and all parties (including potential Lessees) must sign the application. Lessees must also sign and acknowledge the new tenant package of LOPO. A copy of the proposed lease agreement, in compliance with these Rules, must accompany the Application along with the signed new tenant packet.
- b. A one-time non-refundable service/application fee of \$995.00 is required to be paid with a Residence Application is submitted for a single Lessee. Each additional Lessee will be required to pay a non-refundable \$500.00 service/application fee.
- c. Upon receipt of a complete Residence Application and payment of the service/application fee, the Board of Directors will review the Residence Application and will have no more than five (5) business days to accept or deny the prospective Lessee(s) in conformance with the terms of these Rules.
- d. All prospective Lessees must submit to a background check conducted by LOPO. The Lessees or the Owner of the Unit are responsible for the cost of the background check (which is included in the service/application fee); the fee must be paid to LOPO Management in advance with the Residence Application. Individuals who have been convicted of the following felonies may not rent a Unit at LOPO: any violent offense, drug related offense, burglary, robbery, crimes against children, prostitution, arson, manslaughter, conspiracy, organized criminal activity, sexual related crimes, hate crimes, murder, or attempted murder.
- e. The following prospective Lessees will not be approved by LOPO: i.) a lessee who has previously violated the rules or regulations of LOPO on three (3) or more occasions; and ii.) a lessee who was previously evicted from the Building.
- f. Once approved by the Board of Directors, all new Lessees must meet with the LOPO Management for New Resident Orientation and provide proof of Renters insurance before



moving in. A move-in date may not be scheduled until New Resident Orientation is completed.

- g. The application fee is non-refundable.
- h. A complete copy of the executed Lease, including addendums, must be provided to LOPO Management at least seven (7) days prior to the effective date of the Lease.
- i. Only Lessees approved by LOPO may occupy a Unit.
- j. Each Unit Owner must provide a copy of the Lease for his/her Unit currently in effect within thirty (30) days of the recording of these Rules.

2. Move-in/Out or within the LOPO –

The Building lobby may not be used for moves or deliveries of any kind. Complete moves or the delivery of furniture or large items must be handled via the service entrance.

- a. Fees – All Residents (owners/lessees/tenants) are required to pay a Move In/Out Deposit (“Deposit”) in the amount of \$500.00 payable to LOPO. This Deposit is refundable within ten (10) days after the elevator and common areas have been inspected for damages.
- b. The Deposit is payable during the New Resident Orientation when attended by approved Lessees. LOPO will not cash the check unless damage occurs.
- c. In the event the common elements and/or common areas are damaged, the cost of repairs will be offset against the Deposit. If the cost of repairs exceeds the Deposit, additional costs will be charged to the Unit. In addition, a Deposit will be retained as a penalty, without return, should a Resident or his/her movers violate any of the LOPO’s Rules during move-in or move-out.
- d. A Lessee may only move-in or move-out at a previously scheduled and approved time with LOPO. Lessee move-ins and move-outs will only be permitted during the hours of 8am and 5pm Monday through Sunday.

3. Leasing Rules:

- a. A Unit may be occupied by up to two (2) adults over the age of 18 for a one (1) bedroom Unit and up to four (4) adults over the age of 18 for a two (2) bedroom Unit.
- b. The minimum lease term for all lease agreements is six (6) months.
- c. The maximum lease term for all lease agreements is twenty-four (24) months.
- d. Month-to-Month leases after the end of the term of a lease agreement must be approved by the Board in advance. The Board may grant or withhold approval, in its sole and absolute discretion and without setting precedence. Month-to-Month leases are only allowed for a maximum of four (4) months. A Unit Owner is responsible for his/her tenant’s compliance with the Governing Documents of LOPO.
- e. A Lessee or Owner may not use the Unit for transient or hotel purposes nor can a Lessee or Owner advertise the Unit for Short-Term Rental (AirBnB, VRBO, etc.). Corporate rentals are prohibited unless the Board of Director’s prior authorization is obtained.

- f. 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.
- g. A Unit may not be leased for overnight, hotel or transient purposes and may not be advertised for overnight or temporary vacation use.
- h. Less than the entire Unit may not be leased.
- i. *The following subsection (i) is applicable to all purchasers of Units following the adoption and recording of these Rules.* Leasing of Units is limited to thirty percent (30%) of the total number of Units in the Condominium. This percentage represents one-hundred and five (105) of a total three-hundred and fifty-two (352) Units.
 - i. To facilitate the leasing limitation, the Board shall maintain a Rental Unit Registry to monitor the rental status of Units at LOPO.
 - ii. The Rental Unit Registry will identify Owner-Occupied Units and Rental Units.
 - 1. The Rental Unit Registry will be compiled as follows:
 - a. Owner-Occupied Units will not count towards the 30% limit. The status of Owner-Occupied Units is not static and can change based upon the planned use of the Unit.
 - b. Rental Units will count towards the 30% limit. Rental Units are Units occupied by a non-Owner under a lease agreement or, in the absence of a lease agreement, occupied by a non-Owner who is paying a monthly sum to occupy the Unit.
 - 2. After the percentage of Units being leased within the Building reaches thirty percent (30%), no additional leases will be approved until current leases are terminated or leased Units are released from the lease.
 - iii. If a leased Unit is sold to a new Unit Owner and a current lease is in place, then the current lease will be honored until the expiration of the current lease agreement. However, the Unit Owner will be required to send a written request to the Board for approval or denial prior to listing the Unit for lease or extending the lease.
- j. All Unit Owners must notify the Management when a lease is renewed, extended, or terminated. All Unit Owners must notify the Management of any updates, modifications, or changes to their lease agreements.
- k. By entering into a lease, the Owner of the Unit acknowledges and agrees that, at any time such Owner is delinquent with respect to payment of any assessments or other charges due to the Association, the Association may require that all rent due under such lease be paid directly to the Association for application toward such delinquent amounts.
- l. A Lessee may not give a keycard or grant access permanent access to a person not on the approved lease.
- m. A Lessee may not permanently park any vehicle that is not listed on the lease on LOPO property without Management approval.

4. Violation Enforcement & Fine Procedure:

- Step 1 An initial notice of non-compliance shall be mailed or emailed to the Owner ('Initial Notice'). In the Initial Notice, the Owner will be (a) given a description of

the violation or property damage that is the basis for the proposed fine, as well as the amount of the fine that will be imposed after the date of the hearing or the date the hearing is forfeited; (b) advised of the right to request a hearing before the Board of Directors on or before the 30th day after the date of the Initial Notice; and (c) advise that he/she is entitled to a reasonable period to cure the violation or property damage ("cure period") and avoid the proposed fine.

Notwithstanding anything to the contrary herein, Owner shall not be entitled to a reasonable cure period if the Owner was given prior notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months from the date of the Initial Notice.

Step 2 If the violation has not been resolved by the end of the Cure Period or if the violation is of an incurable nature and recurs thereafter, a second notice of violation ("Second Notice") will be sent to the Owner and the Owner shall be assessed a fine as scheduled herein. Owner will not be entitled to any additional Cure Period in connection with the Second Notice.

Step 3 If the described violation continues without resolution after the Second Notice: Further notices of violation may be issued as deemed appropriate by the Board in its sole discretion;

- The scheduled fine for such recurring violation will be assessed. Following the fourth notice of violation, fines may be assessed daily against the Owner; and
- The Board shall have the right to take other enforcement action and pursue any and all remedies, at law or equity, the cost of which, including, but not limited to, reasonable attorney's fees, shall be billed to the Owner as a separate assessment and Owner agrees to the payment of same.

5. Fine Schedule for Short-Term Rental Violations:

The following fines will be application for violations of the Rules regarding Short-Term Rental, including advertising for Short-Term Rental.

During "Special Events", including advertising for Special Events, fines for violation of the rules prohibiting Short-Term Rental will be tripled. Special Events include, but are not limited to, major sporting events, including the Super Bowl, World Series, NBA Championships, All-Star Games, and NCAA tournaments, Houston marathon, rodeo, festivals, concerts, and similarly related events.

Advertising a Unit for Short-Term Rental \$1,500.00

Leasing a Unit for Short-Term Rental \$3,000.00

Failure to cure after levy of the fines above: Daily fine as determined by Board (minimum \$100.00).

6. Fine Schedule for violations excluding Short-Term Rental:

Fines will be levied as provided in the Association's Rules and Regulations Governing the Use of Units and Common Elements in The Lofts on Post Oak, a Condominium, as amended from time to time. Fines may be doubled, tripled, or quadrupled for violations specified herein, in the sole and absolute discretion of the Board.

7. Hearing Process:

Note: Any request for a hearing that does not comply with this process may not be heard by the Board and may be considered denied at the Board's sole discretion.

- Step 1 A written request for a hearing shall be submitted to the Board of Directors through the LOPO's Management Company's mailing address.
- Step 2 The hearing request must be received by the Board on or before the 30th day from the date of the Initial Notice of violation. LOPO will hold the hearing within thirty (30) days after the date the Board receives the Owner's timely request. LOPO will notify the Owner of the date, time and place of hearing no later than the 10th day before the date of the hearing.
- Step 3 The Board shall hear the Owner's presentation and then render a decision based on the majority vote of a quorum of Board Members. The Board, in its sole discretion, may impose reasonable restrictions with regard to the duration of such a hearing. All decisions of the Board are considered final and may not be further appealed by Owner or any other party.

RP-2023-122106
Pages 15
04/06/2023 01:54 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$70.00

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