

LEASING AND OCCUPANCY POLICY
for
ONE ASHFORD OWNERS ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

RECITALS

1. A.S.C. Versailles, Inc., a Texas corporation, as Declarant, caused the instrument entitled "Declaration of Condominium Regime One Ashford Declaration Phase One" to be recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. H732031 (the "Declaration"), which instrument imposes various covenants, conditions and restrictions on the property known as One Ashford, a condominium regime located in Harris County, Texas as established and described in the Declaration.

2. Article III, Section 3.11(c) of the Declaration provides that no Owner is permitted to lease his or her Unit for transient or hotel purposes. Article III, Section 3.11(c) of the Declaration provides that no Owner may lease less than the entirety Unit. Article III, Section 3.11(c) provides that all lease agreements must be in writing and provide that the tenant must comply with the Declaration, the Association's Bylaws, and any rules and regulations adopted by the Association.

3. Section 82.102(a)(7) of the Texas Uniform Condominium Act (the "Act") authorizes the Association's Board of Directors (the "Board") to adopt and amend rules regulating the use, occupancy, leasing or sale of Units and General Common Elements.

4. Article III, Section 3.11(l) of the Declaration provides that the Board has the authority to promulgate rules related to the use of the Condominium Project.

5. Pursuant to the Declaration, the Bylaws and the Act, the Board desires to adopt this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Units located within One Ashford.

6. The provisions of this Policy are in addition to, and do not replace or supersede, the leasing rules provided for in the Second Amended and Restated Rules and Regulations for the Association recorded in Official Public Records of Real Property of Harris County, Texas under Clerk's File No. RP2017205321 (the "Rules").

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants (defined below) within One Ashford as of the effective date provided herein.

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "Tenant" means a person(s) who is authorized by a Lease (defined below) to occupy a Unit. Tenant includes any person(s) who occupies a Unit whether or not the person's name is on the Lease.
- b. "Lease" means any agreement between an Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Unit.
- c. "Felony" means a felony conviction in any city, county, state or federal court in the United States of America or its territories, and/or any final adjudication of a crime in a foreign country which, if prosecuted in the United States of America or its territories, would have been prosecuted as a felony.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

2. Rules and Regulations

- a. Pursuant to Article III, Section 3.11(c) of the Declaration, no Owner may lease his or her Unit for hotel or transient purposes. For purposes of this Policy, a lease term that is less than thirty (30) consecutive days is deemed to be a lease for hotel or transient purposes.
- b. In the event that a Lease which has a term of thirty (30) consecutive days or longer expires, and the Owner and lessee desire to extend the lease, a new lease for a term of not less than thirty (30) consecutive days is required.
- c. Pursuant to Article III, Section 3.11(c) of the Declaration, an Owner is not permitted to lease a room or rooms in the Unit or any portion less than the entirety of the Unit.
- d. Pursuant to Article III, Section 3.11(c) of the Declaration, each Lease must be in writing and must provide that each Tenant is bound by and subject to all of the obligations under the Declaration, the Bylaws, this Policy and all other rules and
- e. No Owner may Lease a Unit to a person who has been convicted of a Felony. No Owner may allow a Tenant to reside in a Unit if the Tenant has been convicted of a Felony. In the event that the Association determines, during the term of a Lease, that a Tenant has been convicted of a Felony (whether or not the Felony conviction occurred prior to, or subsequently after, the Tenant occupied the Unit under the Lease), the Association will notify the Owner in writing. The Owner must, within fourteen (14) days of the date of the notice, (i) terminate the Lease so that the Tenant no longer resides in the Unit upon the expiration of the fourteen (14) day period; or (ii) begin, and diligently continue, the eviction process to have the Tenant evicted from the Unit. A letter sent by the Owner to the Tenant notifying the Tenant of the eviction (hereinafter referred to as the

"notice to vacate letter") will be considered the beginning the eviction process. The Association will consider the filing of a forcible entry and detainer lawsuit (commonly known as an eviction lawsuit) within twenty (20) days of the date the notice to vacate letter was sent and pursuing the lawsuit through trial as continuing the eviction process. Upon the expiration of the fourteen (14) day period, the Association may levy a fine of \$200.00 per week against any Owner who (i) fails to terminate the Lease or (ii) fails to begin, and diligently continue, the eviction process as required by this Section 2(e).

- f. **It is the Owner's responsibility to confirm that a Tenant has not been convicted of a Felony.** Before occupying a Unit, each Tenant must sign a notarized statement in a form to be provided by the Association swearing that the Tenant has not been convicted of a Felony. Provided that, the Owner may provide such a notarized statement with written approval from the Board. The Association has no obligation to conclusively determine that a Tenant has not been convicted of a Felony.
- g. Copies of the signed Lease and the notarized statement stating that the Tenant has not been convicted of a felony must be provided to the Association before a Tenant occupies a Unit.
- h. In the event of a violation of any term or provision of this Policy, with the exception of Section 2(e), above, and subject to any notice requirement imposed by law, the Association may levy an initial fine of up to \$250.00 and additional fines of up to \$150.00 per week until the violation is corrected. The Board is authorized, at its sole discretion, to impose a lesser fine, or no fine at all, for a violation of this Policy. This fine schedule, and the fine schedule referenced in Section 2(e) above, is in addition to, not in lieu of, any other remedy the Association may have to pursue a violation of this Policy and in no way estops the Association from pursuing any other legal remedy to enforce this Policy or the Association's dedicatory instruments.

3. Additional Lease Restrictions.

An Owner who acquires a Unit after the date this Policy is filed in the Official Public Records of Real Property of Harris County, Texas may not enter into a Lease for his or her Unit until seventy-five percent (75%) of the Units are occupied by Owners. In other words, if more than twenty-five percent (25%) of the total Units in the Condominium are leased, an Owner who acquires a Unit after the date this Policy is filed in the Official Public Records of Real Property of Harris County, Texas is not permitted to lease the Owner's Unit until the number of Units then being leased falls to, or goes below, twenty-five percent (25%). The Board is authorized to adopt rules or guidelines which set forth procedures relating to implementing this Section 3 including, but not limited to, procedures for establishing a wait list.

CERTIFICATION

I hereby certify that, as Secretary of One Ashford Owners Association, Inc., the foregoing Leasing Policy was approved on the 28th day of June, 2017, at a meeting of the Board of Directors duly called at which a quorum at all times was present, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DATED, this the 28th day of June, 2017.

By: Gloria Hodge

Printed: GLORIA HODGE

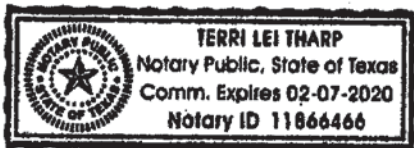
Its: Secretary

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 28th day of June, 2017 personally appeared Gloria Hodge, Secretary of One Ashford Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Terri Tharp
Notary Public in and for the State of Texas

RP-2017-304800
Pages 7
07/07/2017 02:05 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$36.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2017-304800