

**MARLOWE CONDOMINIUM OWNERS ASSOCIATION
MEETING OF THE BOARD OF DIRECTORS
May 27, 2020**

**RESOLUTION ADOPTING RENTAL POLICY, RULES AND REGULATIONS, POOL
AND POOL DECK POLICY, HOUSE RULES AND COMMON AREA POLICY, PET
POLICY, AND GYM POLICY**

The undersigned, being a duly authorized representative of MARLOWE CONDOMINIUM ASSOCIATION, (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 Marlowe Condominiums as described in the Declaration of Condominium for Marlowe Condominiums recorded under County Clerk's File No. RP-2019-459163 in the Official Public Records of Real Property of Harris County, Texas, including all amendments thereto; and

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

WHEREAS, ARTICLE V *Rules* of the Bylaws of the Association states, in part, as follows:

"Section 5.1 Rules. The Board of Directors shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the Governing Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Condominium; and (iii) the health, comfort, and general welfare of the residents of the Condominium (the "Residents"); *provided, however*, that such rules may not be in conflict with law or the Governing Documents..."

WHEREAS, Section 82.102(a)(12) of the Texas Uniform Condominium Act states, in part, as follows:

Sec. 82.102. POWERS OF UNIT OWNERS' ASSOCIATION. "(a) Unless otherwise provided by the declaration, the association, acting through its board, may...(12) impose interest and late charges for late payments of assessments, returned check charges, and, if notice and an opportunity to be heard are given in accordance with Subsection (d), reasonable fines for violations of the declaration, bylaws, and rules of the association..." and

WHEREAS, for the benefit and protection of the Association, the Owners, and the residents, the Board deems it necessary to adopt the following rules and policies attached hereto as Exhibits A-D and incorporated herein for all purposes.

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 following rules and policies:

Exhibit A: Rental Policy, Rules and Regulations
Exhibit B: Marlowe Pool and Pool Deck Policy
Exhibit C: House Rules and Common Area Policy
Exhibit D: Pet Policy
Exhibit E: Gym Policy

CERTIFICATION

I, the undersigned, being the President of the Marlowe Condominium Owners Association, hereby certify that the foregoing rules and policies were adopted by at least a majority of the Marlowe Condominium Owners Association Board of Directors.

Approved and adopted by the Board of Directors on the 5th day of ^{JUNE}~~May~~ 2020.

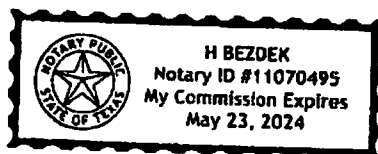
MARLOWE CONDOMINIUM OWNERS
ASSOCIATION, a Texas non-profit corporation,
acting through its President

By: [Signature]
CORY SCHLOSS, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared CORY SCHLOSS, President of Marlowe Condominium Owners Association, 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 5th day of ^{JUNE}~~May~~, 2020.



[Signature]
Notary Public, State of Texas

After Recording, Return To:



6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

RP-2020-245640

Marlowe Condominium Owners Association ("Marlowe")

Rental Policy, Rules, and Regulations

- A Unit Owner is responsible for his/her tenant's compliance with the Governing Documents of Marlowe.

Limitation on Number of Leases Permitted

- Leasing of Units is limited to thirty percent (30%) of the total number of Units in the Condominium. This percentage represents twenty-eight (28) of a total ninety-four (94) Units. *(See Section C-7 of the Marlowe Rules)*.
- To facilitate the leasing limitation, the Board shall maintain a Rental Unit Registry to monitor the rental status of Units at Marlowe Condominiums.
- The Rental Unit Registry will include a list of Owner-Occupied Units and Rental Units.
- The Rental Unit Registry will be compiled as follows:
 - o 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.
 - o 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.
- After the percentage of Units being leased within the Condominium reaches thirty percent (30%), no additional leases will be approved until current leases are terminated or leased Units are released from the lease.

Approval of Leases Required

- Any Unit Owner who intends to lease a Unit must first send a written request to the Board. A request must be sent for each new lease agreement.
- Written requests by a Unit Owner to lease a Unit will be reviewed on a first come, first serve basis.
- The Board has ten (10) business days to notify the Unit Owner whether their request has been accepted or denied.
- If the maximum 30% of total leased Units has not been reached, and if another Unit Owner is not on the Waiting List (see below), then the Unit Owner's request will be granted.
- If the request is denied, the Unit Owner is not allowed to lease their Unit. The Marlowe BOD will provide an explanation of denial.
- If the request to lease is granted, then the Unit Owner has sixty (60) days to provide the Board with an application to lease by a perspective tenant, proposed written lease, all associated required documentation (such as background check, prior eviction report, etc.), and a non-refundable \$500.00 application fee (this fee must be in the



form of certified check or money order; personal checks, cash and credit card payment will not be accepted).

- After sixty (60) days, the request to lease is expired, and the Unit Owner must submit a new request to lease.
- Please refer to guidelines for perspective tenants and all documentation required prior to submitting a lease application to the Board.
- Upon receipt of the application to lease, proposed written lease, all associated documentation required by perspective tenant, and the non-refundable application fee, the Board then has ten (10) business days to approve or deny the lease.
- No lease agreements will be valid until and unless the Board approves the lease in writing prior to the Unit Owner entering into the lease.
- 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.
- All Unit Owners must provide an executed copy of the lease agreement to the Board, prior to tenant move-in.
- All Unit Owners must notify the Board when a lease is renewed, extended, or terminated. All Unit Owners must notify the Board of any updates, modifications, or changes to their lease agreements, which may require approval by the Board.

Waiting List

- If the maximum lease percentage has been reached, a Unit Owner can send a written request to Board to be placed on the Waiting List.
- Unit Owners will be placed on the Waiting List on a first come, first serve basis. The order of the Waiting List will be based on the time and the date the request is received by the Board.
- A Unit Owner will only be placed on the Waiting List if current on all Association dues and any applicable fines and/or fees.
- If any Unit Owner becomes thirty (30) days late on any Association dues, any applicable fines, and/or fees, the Unit Owner will be removed from the Waiting List and must resubmit another written request to the Board. If the Board approves the request, then the Unit Owner will be moved to the bottom of the Waiting List. Financial hardship exceptions to this rule will be reviewed and approved/denied by the Board in its sole and absolute discretion.
- Once the currently leased Units fall below the maximum lease percentage of thirty percent (30%), the first Unit Owner on the Waiting List will be notified they are approved to lease their Unit. The Unit Owner then has sixty (60) days to submit an application to lease, proposed written lease, all associated documents, and the non-refundable application fee. After sixty (60) days, the approval to lease their Unit expires and the next Unit Owner on the Waiting List will be notified of the same process.
- If a Unit Owner is not able to provide to the Board an application to lease, proposed written lease, all associated documentation, and the non-refundable application fee within sixty (60) days of approval to lease, then the right to lease terminates.

Termination of a Lease

- A Unit will be approved for lease for the term of the lease agreement. If the lease is terminated for any reason, the permission to lease also terminates. The term of permission to lease ends when the actual lease agreement ends, even if terminated due to the tenant's breach or an agreement of the parties.
- After termination of a lease, the Unit Owner must submit a written request to the Board for approval or denial to lease the Unit to a new tenant.

Renewal of a Lease

- A Unit Owner must submit a new written request to the Board for approval when a previously approved lease agreement is renewed. The renewed lease agreement must have the identical active tenant(s) and pet(s) 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. The new lease agreement must be a minimum of twelve (12) months and a signed copy must be provided to the Board prior to commencement of the new lease start date. Failure to provide the Board a request for renewal and a copy of the renewed lease agreement will require the Unit Owner to resubmit an application to lease.

Term of Lease Agreements

- The minimum lease term for all lease agreements is twelve (12) months.
- The maximum lease term for all lease agreements is twenty-four (24) months.
- 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.

Fines and Violations

- Should a violation of this Policy occur, the Board shall have the right, after notice and an opportunity to be heard are given, to levy a fine in the amount of \$100.00 for each day that a violation exists.

Marlowe Condominium Owners Association ("Marlowe")

Marlowe Pool and Pool Deck Policy

- **No lifeguard is on duty. Swim at your own risk.**
- **Pool hours are 5am – 10pm.**
- **Pool deck hours are 5am – 12am.**
- **Each Unit is limited to a total of four (4) guests at the pool and pool deck, at any given time.**
- **The pool and the surrounding area are a Marlowe amenity. Please treat each like you would treat your own property.**
- **This is a shared amenity; activities that interfere with others' ability to enjoy the amenity are strictly prohibited. Please be respectful of others.**
- **Children are not permitted on the pool deck without immediate adult supervision.**
- **No running is allowed anywhere on the pool deck.**
- **No horseplay is allowed anywhere on the pool deck.**
- **Pets are not permitted on the pool deck; exceptions may be made for service animals.**
- **Music is permitted only from 10am – 9pm.**
- **Loud music is not permitted. Keep your music to a comfortable volume as to not disturb others on the pool deck or residents in adjacent units. The use of personal headphones, earphones or ear buds is encouraged.**
- **Glass is prohibited on the pool deck.**
- **Clean up after yourself and your guest(s) and dispose of trash. If the trash receptacle is full, take your trash to your Unit, trash chutes, or dumpsters on the ground floor.**
- **Please replace furniture to the location you found it.**
- **Please turn off the TV after use. The TV remote is held by the concierge. You must provide an ID to use the TV remote; the TV remote must be returned in order to receive your ID back.**
- **Please turn off and replace fire pit cover after use.**
- **Please turn off grill and gas after use.**
- **Please turn off lights around grill area after use.**
- **Throwing anything off the pool deck is prohibited.**
- **Hanging anything off or over the railing is prohibited.**
- **Climbing onto or over the railing around the pool deck is prohibited.**
- **Resting/leaning against the glass around the pool is dangerous and NOT allowed.**
- **Smoking is not allowed anywhere in the pool deck/bar area.**

Fines and Violations

- **Any damage to Marlowe property will be repaired or replaced at the cost of the Unit Owner who caused, or whose tenants, residents, or guests caused, the damage. If the pool and/or pool deck are to be drained, cleaned, and refilled due to improper use or damage, then the Unit Owner will be held accountable for ALL associated costs of cleaning and utility usage.**
- **Should a violation of this Policy occur, the Board shall have the right, after notice and an opportunity to be heard are given, to levy a fine in the amount of \$50.00-\$500.00. In addition, repeat offenders may have their right to use of the pool suspended.**



Marlowe Condominium Owners Association ("Marlowe")

House Rules and Common Area Policy

- Common areas include, but are not limited to, the lobby, lobby amenity area, valet parking area, garage, elevators, garage elevator banks, stairwells, hallways, balcony railings, gym, massage room, 1st and 8th floor restroom, trash chute access, pool deck, mail station, 1st floor storage area, trash dumpster room, and dog run.
- All accompanied or unaccompanied housekeepers, maintenance personnel, contractors, vendors, and agents must register with concierge on entry to the building and prior to parking or elevator access.
- Unit Owners are held responsible for their guests, tenants, and any guests of tenants, housekeepers, maintenance personnel, contractors, vendors, and agents while on the premises.
- Loud music is prohibited in the lobby amenity area.
- Smoking is not permitted in any common areas.
- It is prohibited to affix to and/or hang anything from or over balcony railings. This includes lights, flags, banners, plants, rope, bicycles, and anything not mentioned here. *(See Sections D-4 and G-2 of the Rules of Marlowe.)*
- It is prohibited to place any colored light bulbs in the light fixtures on balconies. *(See Sections D-4 and G-2 of the Rules of Marlowe.)*
- Breakdown all boxes prior to placing in the 1st floor dumpster. Unit Owners may be required to pay for any additional dumpster services if excessive unbroken down boxes and/or trash are left by the dumpster or a trash chute.
- Leaving trash outside your door or in the hallway is prohibited; including in the case where trash chutes may be temporarily out of service. Violators may be subject to cleaning charges if incurred by Marlowe.
- Leaving trash in the trash chute room on your floor is prohibited; including in the case where trash chutes may be temporarily out of service. Take your trash back to your Unit or to the 1st floor trash dumpsters.
- Marlowe is not responsible for theft or damage to personal items left in common areas.
- The massage room must be reserved with concierge prior to use.

Fines and Violations

- Should a violation of the House Rules and Common Area Policy occur, the Board shall have the right, after notice and an opportunity to be heard are given, to levy a fine in the amount of \$50.00-\$500.00.



Marlowe Condominium Owners Association ("Marlowe")

Pet Policy

- The maximum number of pets allowed per unit is two (2). *(See Section J-2 of the Marlowe Rules.)*
- The maximum weight limit for pets is seventy-five (75) pounds.
- No Resident may keep, nor may a guest bring, a dangerous or exotic animal, reptiles of any kind, pit bull terrier, trained attack dog, or any other animal deemed by the Board of Directors to be a potential hazard or threat to the well-being of people or other animals onto the premises. *(See Section J-3 of the Marlowe Rules.)*
- All pets living on the premises must be up to date on vaccinations. The Board may request copies of pet vaccination records from Residents.
- The Board may, if the Board deems appropriate in its sole and absolute discretion, meet with a pet which appears to be a potential hazard prior to moving in to assess the pet's demeanor, behavior, size, etc. The Board may also request Veterinarian records evidencing the breed of the pet.
- All pets must be on a leash or held by their owner at all times on premises; however, pets may be let off the leash in the pet run.
- Pets are not allowed in the pool deck area, lobby amenity area, gym, or massage room. Exceptions may be made for service animals.
- Pets must be maintained inside the Unit and may not be kept on patios or balconies. No pet is allowed on general Common Elements unless carried or leashed. No pet may be leashed to any stationary object on the Common Elements. *(See Section J-4 of the Marlowe Rules.)*
- Pets shall be kept in a manner that does not disturb another Resident's rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet shall be permitted to bark, howl, whine, screech, or make or cause other loud or unreasonable noises for extended or repeated periods of time. *(See Section J-5 of the Marlowe Rules.)*
- A Resident is responsible for any property damage, injury, or disturbance his or her pet, or a pet onsite with his/her permission, may cause or inflict. Residents shall compensate any person injured by his or her pet. Any Resident who keeps a pet on the premises shall be deemed to have indemnified and agreed to hold harmless the Board, the Association, and other Owners and Residents, from any loss, claim, or liability of any kind or character whatever resulting from any action of his or her pet or arising by reason of keeping or maintaining such pet on the Condominium. *(See Section J-6 of the Marlowe Rules.)*

Violations, Removal and Fines:

- If a Resident or his/her pet violates this Policy, or if a pet causes or creates a nuisance, odor, unreasonable disturbance, or noise, the Resident or person having control of the animal shall be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Resident, upon written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his or her violating animal from the Condominium within 10 days after receipt of a removal notice from the Board. *(See Section J-8 of the Marlowe Rules.)*
- Should a violation of this Policy occur, the Board shall have the right, after notice and an opportunity to be heard, to levy a fine in the amount of \$100.00 per day or \$500.00 per incident.



Marlowe Condominium Owners Association ("Marlowe")

Gym Policy

- Please respect the equipment and others enjoying this amenity.
- Do not leave personal items unattended. Marlowe is not responsible for theft or damage to any personal items.
- Children must be accompanied by adults.
- Use of equipment must following manufacturer recommendations; children under the recommended age may not use the gym equipment.
- Music is only permitted through an individual's personal headphones, earphones, or ear buds.
- Open containers are not permitted. Please use a sports or water bottle with a lid.
- Please be considerate when others are present and awaiting use of cardio equipment.
- Sauna use is limited to thirty (30) minutes. If you are the last to use the sauna, then you are responsible for turning it off. It is prohibited to pour any type of fluid directly onto the heat source.
- Re-rack all weights to their designated place after use.
- Wipe down all cardio equipment and benches after use.
- Turn off the TV if you are the last to leave.
- Do not remove TV remote controls. If you lose or break a remote control you will be required to compensate Marlowe for the cost of replacement.
- Turn off the lights if you are the last to leave.
- Dispose of all trash or take it with you.
- No pets are allowed; an exception may be made for service animals.

Fines and Violations

- Should a violation of this Policy occur, the Board shall have the right, after notice and an opportunity to be heard are given, to levy a fine in the amount of \$50.00-\$500.00. In addition, repeat offenders may have their right to use of the gym suspended.



RP-2020-245640
Pages 11
06/09/2020 01:51 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$54.00

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-245640