

MARLOWE CONDOMINIUM OWNERS ASSOCIATION
MEETING OF THE BOARD OF DIRECTORS
September 8, 2020

**RESOLUTION ADOPTING RULES AND REGULATIONS REGARDING USE OF AND
PARKING VEHICLES IN THE GARAGE, INCLUDING BICYCLES, AND GUN,
KNIFE AND OTHER WEAPONS 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-B 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: Rules and Regulations Regarding Use of and Parking Vehicles in the Garage, including Bicycles

Exhibit B: Gun, Knife & Other Weapons 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 ____ day of September 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.

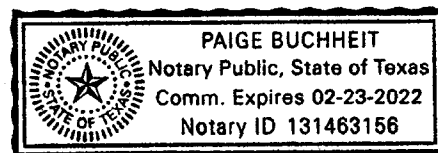
Given under my hand and seal of office this 8th day of September 2020.

[Signature]
Notary Public, State of Texas

After Recording, Return To:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479



Marlowe Condominium Owners Association ("Marlowe")

Rules and Regulations Regarding Use of and Parking Vehicles in the Garage, including Bicycles

The parking garage at Marlowe ("Garage") has limited parking space availability for Owners, Residents, and visitors. The Garage is a shared space to be respected by all users. To ensure the availability of parking for all Residents, as well as fair use of the Garage, the Board of Directors has promulgated the Rules and Regulations below to ensure proper operation, maintenance, and use of the Garage, including parking spaces, storage units, and entrance and exit ways.

Should you or your guest have any questions regarding these Rules and Regulations or use of the Garage, please contact Marlowe's Managing Agent or Concierge.

To ensure proper use and operation of the Garage, these Rules and Regulations will be strictly enforced. A violation of these Rules and Regulations will result in levy of fines or towing of the subject vehicle at the vehicle owner's cost. See Enforcement Regulations on page 5.

Use of the Garage is *at your own* risk. Marlowe assumes no responsibility for damage to or theft of vehicles or personal property.

I. Definitions:

- a.) "Assigned" parking space means parking spaces or enclosed garages assigned to a Unit in the Declaration or leased by a Resident per Article VII below.
- b.) "Bicycle Registration" means compliance with the registration requirements provided in Section IX, Bicycle Rack Rules, of the Garage Policy.
- c.) "Garage Policy" means this document and the contents herein, as amended.
- d.) "Managing Agent" means an agent or employee of the Management Company retained by the Board of Directors to manage the affairs of the Association, including the administration and enforcement of the Garage Policy.
- e.) "Owner" means the records owner of the Unit.
- f.) "Resident" means the occupant of a Unit who resides on-site at the Marlowe.
- g.) "Unassigned" parking space means those parking spaces which are neither assigned nor restricted for use as provided herein or as indicated by signage in the Garage.

II. Garage Parking – General Rules:

- a.) Access to the Garage is provided by a wireless opening device. Opening devices may be obtained from Marlowe's Managing Agent or Concierge. New Residents must register with the Managing Agent or Concierge to obtain an opening device. Replacement devices may be obtained at cost.
- b.) Vehicle speed in the Garage is limited to **5 mph** at all times.
- c.) The Garage is designed to accommodate standard passenger vehicles, motorcycles, and bicycles that are owned or operated by Residents and visitors.



- d.) Under no circumstances may entrance or exit ways be blocked so as to impede access by emergency vehicles or access to and from emergency exits. Offending vehicles may be towed immediately without notice.
- e.) All vehicles must be parked within the bounds of the allotted parking space(s) as defined by painted markings or line-of-sight boundaries of driveways and perimeters.
- f.) Vehicles may not be parked in unlined areas or in such a way as to block or inconvenience access to parking spaces by other vehicles.
- g.) Oversized vehicles which cannot be accommodated within the confines of a single marked parking space or which may damage overhead piping and light fixtures, such as commuter vans, heavy duty or long-bed pickup trucks and limousines, may not be parked in the Garage.
- h.) Moving and commercial delivery vehicles of all types must park outside of the Garage.
- i.) A Resident's contractor must park outside of the Garage.
- j.) A Resident's visitor, caregiver, or service provider may park in guest parking or the Resident's assigned parking space or private garage.
- k.) All vehicles parked in the Garage must be operable and properly registered in accordance with Article V.
- l.) Unassigned parking spaces shall not be used for long-term storage of vehicles.
- m.) No items shall be stored in the Garage, excluding enclosed garages and storage units. Items improperly stored are subject to removal and disposal.
- n.) No items may be suspended from the ceiling or pipes or hung on the walls in the Garage. No items may be attached to the floor. This prohibition includes detachable vehicle tops, trailers, spare tires, other vehicle related equipment, and bicycles. Any use of the Garage which causes damage to the structure through permanent or temporary suspension or attachment is prohibited.
- o.) No flammable, combustible, or hazardous items may be kept or stored anywhere in the Garage, including in storage units.
- p.) No vehicle repairs or maintenance work may be conducted in the Garage unless due to mechanical failure.
- q.) Car washing and commercial detailing in the Garage is not permitted. The use of water for any cleaning purpose in the Garage is prohibited as the Garage lacks drains for water runoff.
- r.) Residents with electric vehicles desiring use of a common area electrical outlet must obtain an assigned parking space and coordinate installation of an electrical submeter with the Managing Agent or Concierge and utility company to ensure proper billing.
- s.) No Resident or visitor may use another Resident's parking space without the explicit permission of that Resident. Violations should be reported immediately to the Managing Agent or Concierge.
- t.) Residents should promptly report any garage door malfunctions to the Managing Agent or Concierge.
- u.) The Garage may be monitored by patrols or surveillance cameras. The patrols or cameras are for surveillance only and may not be relied upon for safety or security.
- v.) No Resident may use the Garage in any manner which disturbs another.

III. Parking Availability:

- a.) Ten (10) parking spaces, labelled parking spaces 7 through 16 on floor 2, are designated for valet and short-term visitor parking, as per signage in the Garage.
- b.) Two (2) parking spaces, labelled parking spaces 5 and 6, are designated for use by the concierge and onsite staff of Marlowe.
- c.) Five (5) parking spaces are designated for use by Residents who have a handicapped license plate, sticker, or plaque, as per signage in the Garage. Use of handicapped parking spaces will be strictly enforced per Enforcement Regulations.
- d.) Eleven (11) parking spaces have been designated for use by compact cars or motorcycles, as per signage in the Garage. The vehicles which park in these spaces are specifically limited to enable access to storage units and enclosed garages.
- e.) There are sixty-three (63) unassigned full-size parking spaces available for use by Residents, subject to the Board of Director's right to sell unassigned parking spaces to Owners or lease unassigned parking spaces to Residents as provided in Article VII. Unassigned parking spaces are available for use on a first-come, first-serve basis.
- f.) A bicycle rack is located at parking spaces 2 and 3. Use of the bicycle rack is governed by the Bicycle Rack Rules provided in Article X. All bicycles must be stored on the bicycle rack.
- g.) Parking space 1 shall remain unassigned with intended use by Marlowe's service providers, contractors and workers. Residents may also use parking space 1 for the temporary loading and unloading of items from the Resident's vehicle to exceed no more than 15-20 minutes.
- h.) Residents residing in a Unit with assigned parking spaces, including enclosed garages, must park in their assigned parking spaces.

IV. Visitor Parking

- a.) Visitor parking is restricted to short-term parking by visitors of Residents. Short-term parking is defined as parking for a period not to exceed 24 hours.
- b.) Residents may NOT use visitor parking.
- c.) Long-term visitors may register to use an unassigned parking space allocated to the visiting Unit, if available.
- d.) No more than two (2) visitor parking spaces may be utilized by visitors of any one (1) Unit at any time.

*There is ample nearby parking, including various garages, available outside of the Garage. Please encourage visitors to utilize nearby parking to allow adequate availability for parking of Residents in the Garage.

V. Registration Requirements:

- a.) All vehicles parked in the Garage, excluding visitor vehicles, must be registered with the Managing Agent or Concierge as outlined below:
 - i Each vehicle must be registered by make, model, and license plate.
 - ii Black Marlowe Sticker: all Resident vehicles designated for parking in an assigned parking space, including an enclosed garage, must display a black Marlowe sticker.
 - iii Red Marlowe Sticker: all Resident vehicles designated for parking in an unassigned parking space must display a red Marlowe sticker. No more than two (2) red stickers will be issued per Unit.
 - iv A Resident may register a vehicle for both assigned and unassigned parking.
- b.) Accommodations for the long-term parking of visitors or temporary parking of an unregistered vehicle must be made through the Managing Agent or Concierge.
- c.) A vehicle Owner will have seven (7) days to register a new or temporary vehicle.
- d.) All Residents must register their vehicles within fifteen (15) days of issuance of a request from the Managing Agent or Concierge.

* Vehicles lacking a Marlowe sticker will be considered visitor vehicles; said vehicles may not park in assigned or unassigned parking spaces.

VI. Tenant Use of Parking Spaces:

- a.) An Owner may designate his/her assigned parking spaces for use by a tenant. An assignment of the right to use parking spaces via transfer of the Marlowe red or black sticker must be made in writing and delivered to the Managing Agent or Concierge.

VII. Parking Space Rental and Sale:

- a.) Marlowe may lease unassigned parking spaces and enclosed garages to on-site Residents for exclusive use. The terms of rental will be encompassed in a rental agreement. Contact the Managing Agent or Concierge with inquiries regarding rental.
- b.) Priority in rental will be given to Residents who have no assigned parking spaces.
- c.) No Unit may rent more than two (2) parking spaces.
- d.) Marlowe may sell unassigned parking spaces to Owners for exclusive use.

VIII. Storage Units:

- a.) The storage of flammable, combustible, or hazardous items materials in a storage unit is prohibited.

IX. Bicycle Rack Rules:

- a.) All bicycles in the Garage are to be stored on the bicycle rack or in an enclosed garage.
- b.) Use of the bicycle rack is restricted to Residents.
- c.) Each Resident shall be permitted to park one (1) bicycle at the bicycle rack.
- d.) All bicycles must be registered with the Managing Agent or Concierge.
- e.) Bicycles will be registered upon completion of the required form and submission of a photo of the bicycle for identification. All registered bicycles will receive a Marlowe registration tag to display on the bicycle.
- f.) The bicycle rack is dedicated for the parking of bicycles in use and shall not be used for long term storage.
- g.) Bicycles in violation of these rules and regulations will be tagged with a violation notice which provides the bicycle owner with seven (7) days to come into compliance. After seven (7) days, bicycles in violation will be removed from the bicycle rack and stored for thirty (30) days. Any bicycle which remains unclaimed after thirty (30) days will be donated to charity.
- h.) Use of the bicycle rack is at your own risk. Marlowe assumes no liability for the theft of or damage to a bicycle.

X. Damage and Cost of Removal:

- a.) If damage is caused to the Garage, Marlowe will repair the damage and charge back the cost of repairs to the Unit at which the liable vehicle owner resides or was visiting.
- b.) All costs incurred by the Marlowe when removing improperly stored items or towing a vehicle will be charged back to the Unit at which the liable vehicle owner resides or visits.

Enforcement Regulations

Owners, Residents and visitors must comply with these Rules and Regulations. Failure of an Owner, Resident, or visitor to comply with the Rules and Regulations may result in levy of a fine, suspension of the right to utilize unassigned parking spaces, or towing of the vehicle in violation.

An Owner will be responsible for all fines levied against the Unit for violations committed by the Owner, Tenant of the Unit, and visitor or guests of the Unit.

After notice and an opportunity to cure is provided, Marlowe may levy fines for any violation of these Rules and Regulations as provided below. Marlowe may also tow vehicles in violation at the vehicle owner's expense.

Please report all violations of the Rules and Regulations to the Managing Agent or Concierge. Residents may tow unauthorized vehicles from assigned parking spaces.

- 1.) Major violations, including, but are not limited to, parking in a fire zone, tow away zone, or no parking zone, parking in a handicap space without proper identification, parking in a manner which blocks a Resident's access to a parking space, enclosed garage, or storage unit, the entrance and exit ways, emergency exits, or access by emergency vehicles, double-parking, or fire access, shall result in levy of fines and towing of the vehicle in violation:
 - a. Marlowe may issue an initial violation letter providing the vehicle owner with 24 hours or a reasonable timeframe to cure the violation. The initial violation letter will advise the Owner and vehicle owner that a fine of \$200.00 will be levied if the violation is not cured.
 - b. If the violation is not cured or the same or a similar violation occurs within twelve (12) months, a subsequent violation letter will be sent notifying the Owner and vehicle owner of the levy of a \$200.00 fine, including a warning of continued levy of fines should the violation remain uncured or reoccur.
 - c. If the violation is not cured or reoccurs after issuance of the subsequent violation letter, Marlowe may levy fines in the amount of \$500.00 per day or per occurrence until the violation is cured.
 - d. Marlowe may arrange for towing of a vehicle in violation at the vehicle owner's cost.
- 2.) Minor violations include all violations not specified as major above.
 - a. Marlowe may issue an initial violation letter providing the vehicle owner with 24 hours or a reasonable timeframe to cure the violation. The initial violation letter will advise the Owner and vehicle owner that a fine of \$150.00 will be levied if the violation is not cured.
 - b. If the violation is not cured or the same or a similar violation occurs within twelve (12) months, a subsequent violation letter will be sent notifying the Owner and vehicle owner of the levy of a \$150.00 fine, including a warning of continued levy of fines should the violation remain uncured or reoccur.
 - c. If the violation is not cured or reoccurs after issuance of the subsequent violation letter, Marlowe may levy fines in the amount of \$200.00 per day or per occurrence until the violation is cured.

- 3.) Violation notices shall be mailed to the Unit address or via email to the Owner. If the Unit is occupied by a tenant or the Owner has registered an alternate address with Marlowe, the notice will be sent to both the Unit address and the alternate address. Notices may also be placed on vehicles in violation.
- 4.) If the Board of Directors of Marlowe, in its sole and absolute discretion, decides that the violation(s) requires expedited handling, the Board is entitled to dispense with sending violation notices and may immediately tow the vehicle at the vehicle owner's cost.

Marlowe Condominium Owners Association ("Marlowe")

Gun, Knife & Other Weapons Policy

- The Gun, Knife & Other Weapons Policy requires that all Unit Owners, tenants, guests, staff and service providers carry and handle guns, knives and other weapons subject to the current laws of the United States of America, State of Texas, Harris County, and City of Houston, subject expressly to further conditions as stipulated herein.
- The open carry (pursuant to Texas Penal Code 30.07) of any firearm in a common area is strictly prohibited.
- The open carry of a knife 5 1/2 inches or more in a common area is strictly prohibited.
- Common kitchen/utility knives may be transported to and used in Marlowe common areas for the preparation and serving of food.
- The cleaning of a firearm or knife in a common area is prohibited.
- The cleaning of a firearm or knife on a balcony is prohibited.
- The cleaning of a firearm or knife in a resident's enclosed garage is not allowed when the garage door is open.
- Firearms may only be transported through Marlowe common areas while legally concealed or while in a hard or soft case.

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 \$2,500.00.
- Repeat offenders of this Policy may have their right to use of common area amenities suspended.
- Unit Owners are responsible for violations committed by their guests, tenants, and visitors, including payment of fines levied for violations of this Policy.



RP-2020-424802

RP-2020-424802
Pages 11
09/10/2020 10:43 AM
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-2020-424802