

RESOLUTION OF
SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC.

Regarding Ratification of
Rental & Leasing Policy for the Purpose of Filing
in the County Real Property Records

DATED: 10, 12, 2021.

STATE OF TEXAS §

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COUNTY OF HARRIS §

I, Renee Foley, the President of SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association held on 10-12, 2021, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the Rental & Leasing Policy for the purposes of filing in this County's Real Property Records, was duly made and approved.

WHEREAS, the Association is a Texas non-profit corporation governed by the Texas Property Code;

WHEREAS, the Rental & Leasing Policy attached hereto as Exhibit "A", is hereby ratified for the purpose of filing in this County's Real Property Records;

IT IS, HEREBY, RESOLVED that SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC. adopts this formal resolution for the purpose of filing the aforementioned document in this County's Real Property Records.

Dated: 10/12/2021 _____
Renee Foley

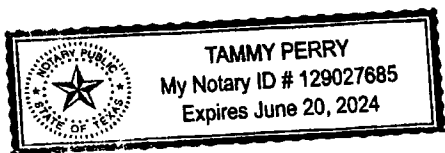
STATE OF TEXAS §

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COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12th day of October, 2021, by Renee Foley as President of SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC., on behalf of said corporation.



Tammy Perry
Notary Public in and for the State of Texas

RP-2021-604981

EXHIBIT "A"

LEASING AND TENANCY RULES, REGULATIONS AND POLICIES
OF
SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC.

I. Leasing Within the Association

- 1.1 Required Lease Provisions: Every lease of a home within the Association shall be subject to the following terms and provisions:
- (2) All leases shall be in writing;
 - (3) No lease shall be for transient or hotel purposes;
 - (4) No lease shall cover less than the entire home;
 - (5) Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than one (1) year;
 - (6) Unless otherwise permitted in writing by the Board of Directors, no home may be rented out via vacation rental or corporate rental services like AirBNB, VRBO or similar. Note: violation of this provision shall subject the Owner to an initial fine of \$250.00 dollars, plus an additional fine of \$100.00 per day;
 - (7) Every lease shall be, and shall specifically state in the writing in the lease that the lease (i) is subject in all respects to all the terms and provisions of the Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations and/or Policies, and the lessee(s) agree to abide and be bound by the provisions thereof; and (ii) that any violation of the Declaration of Covenants, Conditions and Restrictions, By-Laws and/or Policies shall be a default under the lease and grounds for immediate termination of the lease and eviction of lessee(s) by lessor(s) or by SUGARBERRY PLACE PHASE II HOMEOWNERS' ASSOCIATION, INC.; and
 - (8) Leases may be subject to such reasonable terms and provisions as required by the Board of Directors.
 - (9) The Owner is responsible for ensuring that all residents/occupants of each home comply with all requirements of this policy. Failure by the Owner to comply with this policy will subject the Owner to fines as provided for in these rules
 - (10) No lease may violate any of the governing documents of the Association;
 - (11) No lease or any provisions thereof violate any State or Federal laws;
 - (12) All leases must provide that compliance with the Association governing documents is mandatory, and must provide for enforcement by the Association;

(13) All leases must provide the Association with the right to pursue corrective action with the tenant, including eviction of the tenant from the premises for breach of the Association's governing documents.

2.1 Sub-Leasing Prohibited: Sub-leasing of homes, in whole or in part, whether disclosed or undisclosed, is prohibited.

2.2 Lessee Information: Owner must submit the following information to the Association prior to initiating a lease:

- a. A blank copy of the lease form utilized by Owner for the lease;
- b. The name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease;
- c. The commencement date and term of the lease.

III. Occupancy of Home

3.1 Number of Occupants: No more than two (2) persons eighteen (18) years of age or older may occupy any home for each bedroom within the home. (e.g. 3 bedroom home has a maximum occupancy of six adults).

3.2 Nuisance or Illegal Activity: No home shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or safety of occupants of neighboring homes, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any home or within any portion of the Association.

3.3 Commercial Use Prohibited: The homes shall be used only for single family residential purposes, as private homes, and no commercial use shall be made of the same, or any portion thereof, including used car sales, day care or any other commercial activities.

IV. Administration: Enforcement: Effective Date

4.1 Violation and Notice: Violations of this policy shall be treated in the same manner as any violation of the Association's dedicatory instruments, in accordance with the Texas Property Code.

4.2 Sale, Rental and Address Notices:

4.2.1 Notice of Sale: Owners or purchasers shall notify the Association in writing of the sale of any home within the Association within thirty (30) days after the date of conveyance, including in such notice the complete legal name(s) of all persons or entities purchasing the home and their respective mailing address(es), if different from the residential address.

4.2.2 Notice of Change of Address: In the event an Owner relocates to an address other than the property address or address provided to the Association at the time of purchase, it is the Owner's responsibility to notify the Managing Agent in writing of the new address within thirty (30) days of relocating. All legal fees, title work, or locator fees that result due

to the Owner's failure to properly notify the Association of a change of address will be assessed to the Owner. The Owner is responsible for the burden of proof that proper notice of change of address was provided to the Association. All notices of change of address must be submitted via certified mail, return receipt requested.

- 4.3 Enforcement: **POLICIES WILL BE ENFORCED BY THE ASSOCIATION AND/OR THE PROPERTY MANAGEMENT COMPANY ("MANAGING AGENT") OR LEGAL COUNSEL EMPLOYED BY THE ASSOCIATION.**
- 4.3.1 Fines: All violations are subject to a \$75.00 fine unless otherwise stated in the policies. All violations which are not cured within ten (10) days after the date of the violation notice which is sent to the responsible Owner/tenant will subject the Owner/tenant to additional fines and administrative fees until the violations are fully cured. The Board of Directors reserves the right to take any other legal action against any Owner to protect members of the Association from violation(s) of the policies or other governing documents, and/or to seek recovery of any amount owed.
- 4.4 Amendments: These Rules and Regulations are subject to amendment by a majority of the Board of Directors.
- 4.5 Effective Date: These Rules and Regulations shall be effective from and after the date of filing.

V. Miscellaneous Provisions

- 5.1 If any provision within these Rules, Regulations and Policies, or the application of any provision herein to any person or circumstance shall be held invalid by a court of competent jurisdiction, then such provision shall be stricken herefrom, and shall have no force and effect on any remaining provisions within these Rules, Regulations and Policies, which shall be read and enforced as if the stricken section had never existed.

Return After filing to:

LAMBRIGHT ★ MCKEE
940 Corbindale Rd.
Houston, TX 7704

RP-2021-604981
Pages 5
10/20/2021 11:25 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

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

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