

**RESOLUTION OF SHARPSTOWN CIVIC  
ASSOCIATION, INC. *Regarding Ratification*  
of  
*Rental & Leasing*  
*Policy*  
for the Purpose of  
*Filing*  
in the Harris County Real Property  
Records**

DATED: MARCH 10, 2021.

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

I, PATRICIA MENVILLE, Secretary of SHARPSTOWN CIVIC ASSOCIATION, INC. (the "Association"), do hereby certify that at a regular meeting of the Board of Directors of the Association, which was held on the 8TH day of MARCH, 2021, with a quorum present and remaining throughout, and being duly authorized to transact business, the following resolution for the ratification of the attached Rental & Leasing Policy for the purposes of filing in the Harris County 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 the Harris County Real Property Records;

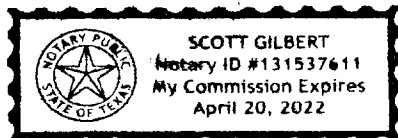
IT IS, HEREBY, RESOLVED that the Board of Directors of the Association adopts this formal resolution for the purpose of filing the aforementioned document in the Harris County Real Property Records.

Dated: MARCH 10, 2021 Patricia A. Menville  
PATRICIA A. MENVILLE Secretary

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on the 10TH day of MARCH, 2021, by PATRICIA MENVILLE Secretary of SHARPSTOWN CIVIC ASSOCIATION, INC. on behalf of said corporation.



[Signature]  
Notary Public in and for the State of Texas

RP-2021-126701

# SUPPLEMENTAL RULES, REGULATIONS AND POLICIES

## LEASING AND TENANCY RULES, REGULATIONS AND POLICIES OF SHARPSTOWN CIVIC ASSOCIATION, INC.

### I. Administration: Enforcement: Effective Date

- 1.1 Violation and Notice: Upon discovery of a violation of these Rules and Regulations or other governing documents by an Owner or tenant, the Association's Association or legal counsel for the Association shall provide written notice to the Owner and/or tenant of record. Such notice shall request the violation(s) involved be cured not more than thirty (30) days from the date of the notice, and shall advise that the Association may take remediation action, up to and including judicial enforcement, against the Owner of the property.
- 1.2 Sale, Rental and Address Notices:
- 1.2.1 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.
- 1.2.2 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 Association 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.
- 1.3 Enforcement: Policies will be enforced by the Association or legal counsel employed by the Association.
- 1.3.1 Remedial Action: Violations which are not cured within thirty (30) days after the date of the violation notice which is sent to the responsible Owner/tenant will subject the Owner/tenant of the Property to legal action to protect the Association from violation(s) of the policies or other governing documents.
- 1.4 Amendments: These Rules and Regulations are subject to amendment by a majority of the Board of Directors.
- 1.5 Effective Date: These Rules and Regulations shall be effective from and after the date of filing.

## II. Leasing of Home Within the Association

2.1 Required Lease Provisions: Every lease of a home within the Association shall be subject to the following terms and provisions:

- (1) All leases shall be in writing;
- (2) No lease shall be for transient or hotel purposes, or for short-term rental purposes utilizing a service such as AirBnB, VRBO, or the like;
- (3) No lease shall cover less than the entire home;
- (4) Unless otherwise permitted in writing by the Board of Directors, no lease shall be for an initial term of less than one (1) year;
- (5) No lease may violate any of the governing documents of the Association;
- (6) No lease may violate any State or Federal laws;
- (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 the Sharpstown Civic Association, Inc.;** and
- (8) Leases may be subject to such reasonable terms and provisions as required by the Board of Directors.

2.1.1 Non-Discrimination Provision: The Association shall not gather, consider, request or collect any information on the following subjects:

- (1) Age
- (2) Color
- (3) Familial Status
- (4) Gender
- (5) Gender Identity
- (6) Marital Status
- (7) National Origin
- (8) Physical Or Mental Disability
- (9) Race
- (10) Religion
- (11) Sexual Orientation

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

- 2.3 Owner Responsibility for Tenant: 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 remedial action as provided for in these rules.

### **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.
- 3.4 Association Right to Evict: The Association reserves the right to seek eviction of any tenant or non-Owner occupant within the Association who does not meet the criteria set forth in these Rules and Regulations, or who has violated the governing documents of the Association. All fees and costs associated with any such eviction will be assessed against the property Owner's account.

### **IV. Miscellaneous Provisions**

- 4.1 Severability Clause: 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-2021-126701  
# Pages 5  
03/11/2021 11:44 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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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