

HERRIN LOFTS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

MOVE-IN/MOVE-OUT POLICY AND FEES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS Herrin Lofts Condominium Homeowners Association, Inc., (hereinafter the “Association”) a Texas non-profit corporation, is the governing entity for Herrin Lofts Condominium, a condominium regime located in Harris County, Texas, according to the Declaration recorded under Clerk’s File No. 20070088441 of the Condominium Records of Harris County, Texas, along with any amendments thereto (hereinafter the “Condominium”); and,

WHEREAS Chapter 82.102(a)(7) of the Texas Property Code authorizes the Association to adopt rules regulating the use, of common elements; and,

WHEREAS Chapter 82.102(a)(11) of the Texas Property Code authorizes the Association to impose and receive payments, fees, or charges for the use of common elements; and,

WHEREAS Chapter 82.113(a) of the Texas Property Code grants the Association a secured continuing lien against units for fees, charges, and fines; and,

WHEREAS the Association’s common elements are regularly damaged when owners move in and out of units, which results in significant repair and restoration costs to the Association;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the certification hereto, the Association hereby adopts, establishes, and imposes on the Condominium the following Move-In/Move-Out Policy and Fees:

**Herrin Lofts Condominium’s
Move-In/Move-Out Policy and Fees**

MOVE-IN POLICY:

1. Upon the sale or conveyance of a Unit, the purchaser of the Unit shall, within twenty-one (21) days of the closing date of the sale or conveyance, inform the Association of the date upon which the purchaser will take possession of the Unit (the “Move-In Date”). In no event may the purchaser of the Unit take possession of the Unit prior to informing the Association of the Move-In Date.
2. No later than the Move-In Date, the purchaser shall pay the Association a one-time “Move-In” fee in the amount of \$400.00. If the entire amount of the “Move-In” fee is not timely paid, then (following proper notice) the unpaid amount shall be assessed to the Unit, shall bear interest at the rate of eighteen percent (18%) per annum, and such charges shall be secured by, and enforced in the same manner as, the lien for assessments contained in the Association’s Condominium Declaration.

RP-2020-137596

MOVE-OUT POLICY:

- 3. Upon the sale of a Unit, the seller of the Unit must, within twenty-one (21) days of the closing date of the sale, inform the Association of the date upon which the seller (or other occupant) is moving out of the Unit (the "Move-Out Date"). If the seller fails to so-notify the Association of the Move-Out Date, then the seller shall pay the Association a one-time "Move-Out" fee in the amount of \$200.00. If the notice is timely provided, then there will be no "Move-Out" fee.
- 4. If the entire amount of the "Move-Out" fee is not timely paid, then (following proper notice) the unpaid amount shall be assessed to the Unit, shall bear interest at the rate of eighteen percent (18%) per annum, and such charges shall be secured by, and enforced in the same manner as, the lien for assessments contained in the Association's Condominium Declaration.

POLICY APPLICATION TO LEASING:

- 5. For the purposes of leases, wherein the Unit occupants will be moving in/out residential belongings to or from the unit, the same provisions of 1-4 above shall apply to the Move-In and Move-Out process, with the Association being provided a Move-In Date and Move-Out Date within twenty-one (21) days of the execution of the lease.
- 6. Any owner of a Unit wishing to sell, lease, or in any manner convey the owner's Unit or an interest in same must provide a copy of this Policy to the owner's grantee, purchaser, or tenant at or before the closing date of the sale or the execution of the leasing agreement.

CERTIFICATION

"I, the undersigned, being a Director of Herrin Lofts Condominium Homeowners Association, Inc., hereby certify that the foregoing was adopted by a majority of the Association's Board of Directors at a properly noticed meeting of the Board of Directors at which a quorum of the Association's Board of Directors was present."

By: Mike Parrent

Print Name: Mike Parrent

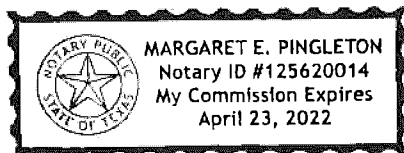
Title: President

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BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 24th day of March, 2020.

Margaret E. Pingleton
Notary Public, State of Texas



RP-2020-137596

RP-2020-137596
Pages 3
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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$20.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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