

THE MARK CONDOMINIUM ASSOCIATION, INC.
3505 SAGE RD.
HOUSTON, TX 77056

THE MARK LEASING RULES

1. All prospective and renewal tenants must complete The Mark's rental application form and pay a **non-refundable move-in fee of \$500.00 in cash or by cashier's check.** (In addition to a \$100.00 fee for each dog.) Application form(s) on all adult persons intending to live at The Mark will be turned in to **First Advantage, Inc.** for a criminal and credit check. Additionally, all adult persons visiting The Mark for more than 14 days in a calendar year must submit to a criminal and credit check. Applications approved by **First Advantage, Inc.** will be turned over to the Board of Directors of The Mark Condominium Association for its consideration. Applications not approved by **First Advantage, Inc.** will be rejected immediately. All information provided to The Mark Condominium will be shared with the owner of the unit involved and/or their realtor.

_____ Initials

2. All leases and applications shall be presented to the Association's manager at least 10 days before the start of the lease. All leases will be in writing and shall state that it is "Subject in all respects to the provisions of the Declaration, the Bylaws and the Regulations of The Mark Condominium Association, Inc., and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of the Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease."

_____ Initials

3. Lease applications must be accompanied by copies of two of the following three pieces of I.D. 1. Driver's License. 2. Passport. 3. Social Security card. Proof of income, name of company or employer, physical street address of your office or business (including zip code), name and title of the human resources person who can verify your employment and a copy of the prospective occupants' social security card(s). Any applications not completely filled out or which contain false information will be rejected immediately. Any Tenant approved to occupy a unit at The Mark based upon false information, is subject to immediate eviction.

_____ Initials

4. No Unit may be used or occupied for other than single family residential purposes.

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5. No lease shall be made for transient or hotel purposes or for any term of less than one year.

_____ Initials

6. No owner shall lease less than an entire unit.

_____ Initials

7. Any Tenant having the right to occupy any Owner's Unit pursuant to a lease granted by an Owner, shall automatically be deemed to have agreed to strictly comply with the provisions of the Declaration, the Bylaws and the Regulations. Owner is responsible for providing Tenant with the Governing Documents and notifying Tenant of any changes.

_____ Initials

8. Owners are responsible for ensuring compliance by all persons using or occupying such Owner's Unit. Failure or refusal to comply shall be grounds for an action to recover damages or for injunctive relief or both. In addition, an Owner's or lessee's voting rights and right to enjoy General Common Elements may be suspended by the Association during the period of noncompliance.

_____ Initials

9. No more than two persons may occupy any 1-bedroom Unit; no more than three persons may occupy any 2-bedroom Unit.

_____ Initials

10. Any guest who stays on the property for more than fourteen days during the term of a lease period must provide a picture I.D., complete a rental application and submit to a criminal and credit check.

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11. No Unit may be Occupied by a person who (a) annoys Owners of other Units; (b) reduces the desirability of the Condominium as a residential community; (c) endangers the health or safety of other Owners; or (d) violates any law or any provision of the Governing Documents. Any owner who receives three complaints from the HOA or Owners of other Units about a tenant in a calendar year shall have grounds to evict said tenant.

_____ Initials

12. Owners shall instruct their Tenants to channel all communications (including non-emergency repair requests) through the Owner. Owners will further instruct their Tenants that the Association does not manage or repair the Unit, and that the Tenant should not contact the Association (except as may be required by the Governing Documents or to report emergencies that are within the Association's scope of responsibility pursuant to the Governing Documents).

_____ Initials

13. All pets that live in The Mark must be registered with a picture of the animal attached. Each dog registered after 2-1-13 will be charged a non-refundable registration fee of \$100.00. Any dog visiting The Mark for more than two weeks in a calendar year must be registered. Anyone found to have an unregistered pet at The Mark will be fined.

14. Move-ins, move-outs and deliveries are Monday through Saturday by appointment only. No Sundays or Holidays.

Tenant

Unit #

Management Representative

Date