

**PROMENADE PLACE CONDOMINIUM OWNERS ASSOCIATION
INC.**

MEETING OF THE BOARD OF DIRECTORS

January 16, 2017

**RESOLUTION ADOPTING AMENDMENTS TO THE RULES AND REGULATIONS
FOR PROMENADE PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.**

The undersigned, being a duly authorized representative of PROMENADE PLACE CONDOMINIUM OWNERS ASSOCIATION INC. (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 Promenade Place Condominiums as described in the Promenade Place Declaration of Condominium recorded on December 8, 2011, under Clerk's File No. 20110513262 in the Official Public Records of Harris County, Texas, and under Film Code No. 211206 in the Condominium Records of Harris County, Texas, including all amendments thereto; and

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Condominiums, with the right to amend same from time to time, pursuant to state law and its Governing Documents; and

WHEREAS, Section 10.4. Amendments of Rules and Regulations, of the Declaration states as follows:

"The Rules and Regulations may be amended from time to time by the Board. Each Owner, by accepting conveyance of a Residence Unit agrees to comply with and abide by the Rules and Regulations as the same may be amended from time to time"; and

WHEREAS, the current Rules and Regulations for the Association were previously adopted by the Board of Directors on October 28, 2015 and later recorded on under County Clerk's File No. RP-2016-565030 in the Official Public Records of Harris County, Texas;

WHEREAS, for the benefit and protection of the Association, the Owners, and the residents, the Board deems it necessary to adopt several amendments to the Rules and Regulations; and

WHEREAS, this Resolution and the amended Rules shall be read in connection with the previously adopted Rules; and

WHEREAS, for the benefit and protection of the Association, the Owners, and the residents, the Board deems it necessary to adopt the following amendments to the Rules and Regulations for the Association.

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
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amendments to the Rules and Regulations.

AMENDMENT 1:

E. LEASES

1. **Terms and Conditions of Lease.** An entire Unit (but not less than an entire Unit) may be leased for private residential purposes only. A Condominium Unit may not be leased for hotel or transient purposes, and may not be leased for a term of less than six (6) months. Under special circumstances, and upon written request, the Board, in its sole and absolute discretion, may grant exceptions to the required minimum lease term of six (6) months.

AMENDMENT 2:

E. LEASES

7. **Advertisements.** All on-line rental listings, including on sites such as Airbnb, Homeaway, etc., must clearly state that each lease must be for a term no less than six (6) months. If an advertisement which violates this Rule is found, the Owner of the Unit will be fined \$100.00 a week until the listing is removed.
8. **Fines for Leasing a Unit less than Six (6) Months.** An Owner who rents his/her/their Unit for a period less than six (6) months will be fined:
 - a. \$1,500.00 per day until the short-term rental ceases.
 - b. Due to the short term nature of hoteling and transient lodging, a reasonable period of time from the date of the first notice to cure the violation and avoid the per-day fine is twenty four (24) hours.
9. **Fines During Special Events.** During "Special Events", including advertising for Special Events, fines for violation of the rules above (7-8) will be tripled.
 - a. Special Events include, but are not limited to, major events, including the Super Bowl, World Series, NBA Championships, All-Star Games, NCAA tournaments, and events that are recognized on a national level that would result in downtown Houston hotels charging rates reflecting a 25%, or higher, increase from their usual and customary rates.

AMENDMENT 3:

PART II RULES GOVERNING COLLECTION AND FINING

B. FINING RULES AND PROCEDURES

5. **First Notice.** Before the Association may charge the Owner for property damage for which the unit Owner is liable or levy a fine for violation of the Declaration, Bylaws, or the Rules, the Association shall give the Unit Owner a written notice ("First Notice") that:

- a. Describes the violation or property damage and states the amount of the proposed fine and/or damage charge;
- b. States that not later than the 30th day after the date of the notice, the unit Owner may request a hearing before the Board to contest the fine or damage charge; and
- c. Allows the unit Owner a reasonable period of time from the date of the notice, to cure the violation and avoid the fine unless the unit Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months.

The Association may provide a copy of the required notice to an occupant of the Unit.

6. **Second and Subsequent Notices.** If the alleged Violator does not come into compliance within the requested timeframe, the Association may impose a fine. A second written notice ("Second Notice") shall be sent to the unit Owner providing notice of the fine amount that has been assessed to the Owner's account and notice that additional fines may be levied until the violation is corrected.
7. **Repeat Violation.** In the case of a repeat violation, the fines will escalate if notice and a reasonable time to cure the same or a similar violation was given within the preceding 12 months.
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10. **Fine Schedule.** Unless otherwise stated in the Rules, the following fine schedule will apply to all violations of the Declaration, Bylaws, Articles of Incorporation and Rules and Regulations:

First Notice-

1. Written notice of alleged violation;
2. Demand to stop violating the cited provision and/or to repair the cited deficiency; and
3. A warning that failure to cure the violation or a repeat occurrence will result in a \$250.00 fine.

Second Notice- Upon the failure to cure or a repeat violation, including a violation similar in nature:

1. The Owner will be provided a written notice of continued or reoccurring violation;
2. A \$250.00 fine will be levied; and
3. Additional fines in the amount of \$250.00 may be levied or the Association may provide another opportunity to cure and thereafter levy additional fines if the violation is not cured or reoccurs.

Third and Subsequent Notices-

1. If the Owner fails to stop or cure previous cited violations, or has previously been noticed and cited for the same or similar violations, fines of not less than \$250.00 nor more than \$500.00 (not including violations of Section E. Leases above) will be assessed; and
2. A warning that the Owner may be turned over to the Association's Attorney if the violation is not cured or reoccurs and that the Owner will be liable, in addition to fines, for all legal fees incurred by the Association to obtain the Owner's compliance.

If the violation continues, the Board may assess additional fines and may turn the violation over to the Association's attorney to take appropriate legal action.


The foregoing amendments to the Rules set forth above shall be deemed to be part of and shall be interpreted in accordance with the Rules. All provisions of the Rules not amended are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration, Bylaws, and Rules.

CERTIFICATION

I, the undersigned, being the President of the Promenade Place Condominium Owners Association Inc., hereby certify that the foregoing amendments to the Rules were adopted by at least a majority of the Promenade Place Condominium Owners Association Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 16TH day of January, 2017.

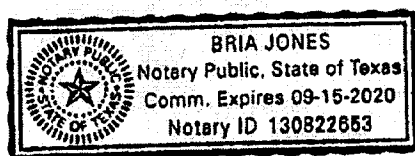
PROMENADE PLACE CONDOMINIUM OWNERS ASSOCIATION INC., a Texas non-profit corporation, acting through its President


By: 
Rick Mowell, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Rick Mowell, President of Promenade Place Condominium Owners Association Inc., 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 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 16th day of January, 2017.




Notary Public, State of Texas

E-RECORDED BY:



SEARS,
BENNETT &
GERDES, LLP

9700 Richmond Avenue, Suite 222
Houston, Texas 77042

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$32.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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