

## El Dorado Way Condominium Association, Inc.

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### Check List When Leasing Out Your Unit

Before you even move in a tenant to your condominium, you must submit the following to the on-site manager to get the tenant(s) approved prior to moving them in the unit. This must be done before the tenant moves in the unit, if you do not follow proper procedure of Rule #3 you could be fined \$250.00 for non-compliance of Rule #3- Leasing, Sale and Occupancy of Units.

- Submit a signed lease agreement for at least 6 months.
- A signed "Lease Approval Request" must be completed and turned into the on-site Manager.
- Rule Acknowledgement Form must be signed Owner and Tenant.
- Vehicle Registration Form to be completed and turned into on-site Manager.
- Ownership/Notice of Sale Form must be completed and turned into on site Manager.
- A national background check for credit and criminal history must be completed and turned into the on-site Manager.
- Owner must fill out the form "Owner Notice of Change of Mailing Address" if the address has been changed.
- Pet Registration Form if applicable- No Pet over 40 pounds permitted.
- Boat Registration, if applicable.
- Please submit all of these documents prior to moving in any tenants.
- If you need the Association to do the background check, it will cost \$35.00 per applicant. Money or cashier's check must be made out to El Dorado Way. Also if we do the background, the tenant(s) in question must fill out a Release form for us to do the national background check.

Thank you,  
Management

# EL DORADO WAY CONDOMINIUM ASSOCIATION

## Second Amendment of Rules and Regulations for El Dorado Way Condominiums

### Notice of Amendments

Notice of Amendments of the Rules and Regulations for El Dorado Way as heretofore filed on July 16, 2010, under Clerk's File No. 20100303413, Official Public Records of Real Property of Harris County, Texas, and recorded in clerk's Film Code No. 208260, Condominium Records of Harris County, Texas as follows:

1. That certain instrument entitled "First Amendment of Rules and Regulations for El Dorado Way Condominiums" as heretofore filed on July 16, 2012, under Clerk's File No. 20120313841, Official Public Records of Real Property of Harris County, Texas is hereby repealed in its entirety.

2. Rule 3.3.3, Rule 3 of the Rules and Regulations is hereby repealed in its entirety, and Rule 3 as hereafter set forth is hereby adopted in the place thereof.

3. Forms 2-1, 2-2, 3 and 4 as attached to the Rules and Regulations are hereby repealed, and Forms 3-1, 3-2, 3-3 and 3-4 as attached hereto are substituted in the place thereof. Any reference in the Rules and Regulations to Form 2-1 is hereby amended to refer to Form 3-1 attached hereto.

4. Rule 8.5.4 is hereby added to the Rules and Regulations as hereafter set forth.

### Rule 3: Leasing, Sale and Occupancy of Units

#### **3.1 Restrictions On Occupancy:**

**3.1.1 Restrictions.** No unit may be leased to and no unit may otherwise be occupied by:

- (a) any person who has been convicted of a felony or other crime involving moral turpitude; or
- (b) any person who is a registered sexual offender as evidenced by a sexual offender registry as maintained by the Texas Department of Safety - Texas Sex Offender Registry, or other governmental agency of the State of Texas, any other state or the federal government; or
- (c) any person who, based upon factual information within the knowledge of the lessor or owner, or the lessee as applicable, is likely to cause or create a significant threat to the health or safety, or to the quiet enjoyment, of other owners or occupants, or of management.

**3.1.2 Obligations to Confirm Compliance.** It is the obligation of each owner of a unit, and of each lessee to the extent applicable, to exercise reasonable diligence to ascertain sufficient factual information and available data to insure compliance with Rule 3.1.1 prior to permitting occupancy of any unit.

**3.1.3 Exceptions.** A written request for one or more exceptions to Rule 3.1.1 may be submitted to the Board of Directors. A request must state, factually and in detail, good cause as determined in the sole opinion of the Board for the request, must include any documentation reasonably necessary to substantiate the factual statements, and must be dated and signed by the party submitting the same. The request may be submitted by an owner, lessor or lessee. If submitted by a lessee, the lessor must consent to the request in writing, and must date and sign the consent. Any exception may be granted only in writing after approval by the Board, and may be made subject to such terms and conditions as determined by the Board. It is the sole responsibility of the party seeking the exception(s) to obtain written approval as aforesaid. No such approval shall ever be implied for any reason, including failure of the Board to respond to any request for any exception.

**3.2 Lease Approval and Other Notices Required:**

**3.2.1 Notice of Sale.** In accordance with Rule 2.4 of the Rules and Regulations and this Rule 3, not later than the 30<sup>th</sup> day after the date of acquiring an interest in a unit, the unit owner shall provide the Association with a fully completed, dated and signed Ownership/Notice of Sale form (Form 3-1), and shall attached thereto a true and correct copy of the deed or other instrument by which the owner acquired the interest in the unit.

**3.2.2 Lease Approval Required.** NO UNIT MAY BE RENTED, LEASED OR LET TO ANY PERSON OR PERSONS (OR OTHER ENTITY) UNLESS AND UNTIL A CURRENT LEASE APPROVAL REQUEST FORM IS PROPERLY SUBMITTED TO AND APPROVED BY THE BOARD AS HEREIN PROVIDED. The current Lease Approval Request form is attached as Form 3-2. The Lease Approval Request form may be modified from time to time by the Board of Directors. It is the responsibility of the party seeking approval to obtain a current Lease Approval Request form.

**3.2.3 Additional Information or Documentation.** The Board may from time to time request submission of such additional information and/or documentation by an owner, a lessor, a lessee or other occupant as it deems reasonably necessary to confirm continuing compliance with Rule 2.4 and this Rule 3, including submission to the Association by any owner, tenant or other occupant, of a fully completed, dated and signed Resident Information Form (Form 3-3). Any such request must be in writing, and the requested information or documentation must be submitted to the Association within ten days after the date of the notice, or such later date as stated in the notice.

**3.2.4 Mailing Address.** In accordance with Rule 2.4 of the Rule and Regulations and this Rule 3, a unit owner shall notify the Association not later than the 30<sup>th</sup> day after an owner has notice of a change in any information provided in a Notice of Sale or a Lease Approval Request. Without limitation of the foregoing, not later than the 30<sup>th</sup> day after any change in an owner's mailing address, an owner must provide to the Association a fully completed, dated and signed Owner Notice of Change of Mailing Address form (Form 3-4).

**3.2.5 Submission to Association.** EACH LEASE APPROVAL REQUEST, NOTICE OF SALE, OWNER'S NOTICE OF CHANGE OF MAILING ADDRESS AND ANY OTHER NOTICES AND RELATED DOCUMENTS AS PROVIDED IN RULE 2.4 OF THE RULES AND REGULATIONS AND THIS RULE 3 MUST BE DELIVERED TO THE ON-SITE MANAGER'S OFFICE, WITH RECEIPT ACKNOWLEDGED IN WRITING, OR SENT BY EMAIL OR MAILING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ON-SITE MANAGER'S OFFICE OR TO THE ASSOCIATION'S THEN CURRENT MANAGEMENT COMPANY. No Lease Approval Request, Notice of Sale, Owner's Notice of Change of Mailing Address, or any other notices or other documentation as aforesaid is considered to have been submitted unless and until fully and properly completed in accordance with Rule 2.4 and this Rule 3, including inclusion of all required attachments, and unless and until actually received by the on-site manager or the Association's current management company.

**3.3 Lease Approval Required:**

**3.3.1 Submission Required.** A current Lease Approval Request form (Form 3-1) must be obtained from the on-site manager's office or the Association's management company office in accordance with this Rule 3. This form and required attachments must be submitted to the Association in accordance with the following:

- (a) The form must be fully completed, dated and signed by each lessor (unit owner) and by each proposed lessee.
- (b) The following must be attached to the completed form:
  - (1) a true and correct copy of the proposed lease, dated and signed by each lessor (unit owner) and each proposed lessee; and
  - (2) current national criminal background check and eviction report covering each proposed lessee and each other person over the age of seventeen who will occupy the unit; and
  - (3) current credit report covering each proposed lessee;
  - (4) if applicable, a fully completed, dated and signed Pet Registration form (see Rules and Regulations, Appendix - Form 9) covering any Permitted Pet which will occupy the unit as provided in Rule 11 of the Rules and Regulations; and

(5) any other information and/or documentation which the applicant may deem appropriate, or as from time to time requested by the Board.

(c) THE COMPLETED LEASE APPROVAL REQUEST MUST BE MAILED OR DELIVERED TO THE ON-SITE MANAGER'S OFFICE OR THE ASSOCIATION'S CURRENT MANAGEMENT COMPANY AS PROVIDED IN RULE 3.2.5.

**3.3.2 Required National Criminal Background Checks and Eviction Reports, and Required Credit Reports.**

(a) In lieu of submission of any required current national criminal background checks and eviction reports and of any required credit reports with a Lease Approval Request as required by Rule 3.3.1, the applicant may submit a written request that the Association obtain any or all of the said checks or reports on behalf of the applicant.

(b) If any required current national criminal background check, eviction report or credit report is not submitted with a Lease Approval Request and no written request is submitted requesting the Association provide the same, or if the Board or management otherwise determines that any submitted national criminal background check, eviction report or credit report is insufficient as submitted, then the Association may obtain any required national criminal background check, eviction report or credit report on behalf of the applicant, or it may deny approval pending receipt of any required current national criminal background check, eviction report or credit report.

(c) BY SUBMISSION OF A LEASE APPROVAL REQUEST, EACH APPLICANT, INCLUDING EACH LESSOR AND EACH PROPOSED LESSEE, EXPRESSLY CONSENTS TO AND AUTHORIZES THE ASSOCIATION TO OBTAIN ON THEIR BEHALF EACH REQUIRED CURRENT CRIMINAL BACKGROUND CHECK, EACH REQUIRED EVICTION REPORT AND EACH REQUIRED CREDIT REPORT AS PROVIDED BY THIS RULE, AND TO PAYMENT OF ALL FEES APPLICABLE THERETO AS NEXT PROVIDED.

(d) The Association is authorized to charge a fee of \$35.00 for each current national criminal background check, each eviction report and each credit report obtained in accordance with this Rule 3, or such other amount or amounts as from time to time determined by the Board. It is the obligation of each applicant to contact the Association to obtain the current amount(s) of fees applicable at the time of submission of a Lease Approval Request. When applicable, all such fees are due and payable at the time of submission of each Lease Approval Request. If not so paid, all such fees shall be added to the applicable assessment account, and payment thereof is secured by the Association's continuing assessment lien. PAYMENT OF ALL SUCH FEES IS A CONDITION TO FINAL APPROVAL, WHETHER OR NOT SO STATED IN ANY APPROVAL.

(e) In each case when the Association is authorized or permitted by this Rule to obtain any required current criminal background check, any required eviction report and/or any required credit report, three business days shall be added to the response period as provided in Rule 3.3.5.

(f) BY OCCUPANCY OF A UNIT EACH OWNER OR LESSOR, EACH LESSEE AND EACH OTHER OCCUPANT ALSO CONSENTS TO OBTAINING OF CURRENT CRIMINAL BACKGROUND CHECKS, EVICTION REPORTS AND CREDIT REPORTS BY THE ASSOCIATION AT ANY TIME AND FROM TIME TO TIME DURING THEIR OCCUPANCY. OBTAINING OF ANY SUCH SUBSEQUENT CURRENT CRIMINAL BACKGROUND CHECK, EVICTION REPORT OR CREDIT REPORT WILL BE AT THE EXPENSE OF THE ASSOCIATION UNLESS ANY OF THE SAME REFLECT ANY VIOLATION OF THIS RULE IN WHICH CASE THE THEN APPLICABLE FEES WILL BE CHARGED TO THE APPLICABLE OWNER, LESSOR AND LESSEE AS PROVIDED IN THIS RULE.

**3.3.3 Applicability to Leases As of Effective Date.** The lease approval requirements of this amended Rules 3.3 do not apply to any lease in effect as of the effective date of these amendments; provided that upon the extension or renewal of any such lease, then lease approval in accordance with this Rule 3 is required as to the extension or renewal prior to the effective date of the extension or renewal.

**3.3.4 Basis for Disapproval.** The Board is specifically authorized to disapprove any request for lease approval if the Lease Approval Request or any documentation submitted therewith is incomplete or insufficient as determined by the Board or by management, or if any of the following apply to any proposed lessee or other occupant:

(a) conviction for a felony or other crime involving moral turpitude; or

(b) registration on a sexual offender registry as maintained by the Texas Department of Safety-Texas Sex Offender Registry, or other governmental agency of the State of Texas, any other state or the federal government; or

(c) any eviction proceeding or judgment; or

(d) any other reasons, including lack of credit worthiness, which reasonably demonstrate any proposed lessee or other occupant may cause or create a significant threat or impairment to health or safety, or to the quiet enjoyment of other owners or residents, or to the management of the condominium.

**3.3.5 Response to Approval Request.** Subject to Rule 3.3.2(e), the Board will either approve, conditionally approve or deny a properly submitted Lease Approval Request within three business days after the date of receipt, or within three business days after the date of receipt of all additional information and/or documentation which is requested by the Board within the initial three business day period. If the Board fails to approve, conditionally approve or disapprove the Lease Approval Request as aforesaid, then approval of the lease is not required, but lessor, lessee and all other occupants must nonetheless fully comply with all other applicable provisions of the Declaration, all Rules and Regulations and all other governing documents.

### **3.3.6 Fines.**

(a) In addition to and without limitation of the provisions of Rule 3.8 regarding default, after notice and opportunity to be heard as provided in Rule 2.1 of the Rules and Regulations, fines may be assessed in accordance with this Rule 3.3.6.

(b) An initial fine of \$250.00 shall be assessed immediately upon expiration of the notice period applicable to the first violation notice as provided in Rule 2.1 of the Rule and Regulations. Additional fines of \$250.00 each shall be assessed beginning on the first day of each month following the initial fine, and continuing on the first day of each month thereafter until (i) lease approval is obtained in accordance with this Rule 3, or (ii) the applicable lessee and all other occupants vacate the unit and written notice thereof is received by the Association, whichever first occurs.

(c) The Board may waive any fines as above provided, in whole or in part, as provided in Rule 3.8.

### **3.4 Required Lease Provision:**

Every lease of a unit shall be subject to the following terms and provisions, regardless of whether or not so stated in the lease:

- (1) All leases must be in writing.
- (2) No lease is permitted for transient or hotel purposes.
- (3) No lease is permitted to cover less than the entire unit.
- (4) No lease is permitted for an initial term of less than six (6) continuous months.
- (5) No assignment by any lessee, and no subleasing or subletting of any unit is permitted.
- (6) Every lease is subject in all respects to all of the terms and provisions of the Declaration, all Rules and Regulations and all other governing documents.
- (7) Leases may be subject to such other reasonable terms and provisions as set forth in applicable conditional approvals as provided in Rule 3.3.5.
- (8) By virtue of occupancy of a unit, each lessee agrees (i) that each lease is specifically subject in all respects to all applicable provisions of the Declaration, all Rules and Regulations and all other governing documents, and that each lessee and their family members, guests, servants, agents, employees and invitees will abide and be bound by all such provisions, and (ii) any violation of the lease, including any provisions thereof required by the Board pursuant to this Rule, and any violation of the Declaration, any Rules and Regulations or any other governing documents, 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 Association.

**3.5 Joint and Several Liability:**

Lessor(s), lessee(s) and all other occupants of a unit are jointly and severally responsible and liable for the observance and performance of all of the terms and provisions of the governing documents, including without limitation as set forth in this Rule 3. Without limitation of the foregoing, lessor(s), lessee(s) and all other occupants of a unit are jointly and several liability for all damages, costs and expenses resulting from any violation by either, or by their respective family members, guests, servants, agents, employees or invitees, for all fines and assessments imposed hereby, and with respect to all other rights and remedies regarding enforcement of applicable Rules and Regulations, and any and all other governing documents.

**3.6 Realtors and Related Sales Activities:**

Owners may sell or lease their units either through their own efforts or with the assistance of a realtor. However, Association office and maintenance personnel may not be asked to show units, manage leased units, or in any other way to provide special services to owners trying to lease or sell their units. REALTORS' SIGNS MAY NOT BE PLACED IN WINDOWS OR AT ANY OTHER LOCATION ON ANY UNIT OR WITHIN THE CONDOMINIUM PROPERTY.

**3.7 Surrender of Use of Amenities:**

During all periods of time during which a unit is occupied by any lessee, lessor(s) automatically surrender to the lessee(s) all of the rights of lessor(s) to the use of all Association facilities and amenities, including use of the clubhouse, swimming pool and all other recreational facilities. The provisions of these Rules and Regulations do not impair the voting rights of the lessor(s), any right of the lessor(s) to inspect the leased premises or the exercise of any other rights or remedies customarily reserved for the protection of lessor(s).

**3.8 Default:**

In addition to any other rights and remedies, in the event of default under this Rule 3, including any default under any lease due to any violation of the Declaration, any Rules and Regulations or any other governing documents, the Board may impose fines and/or employ any of the following:

**3.8.1 Fines.** After notice and opportunity to be heard as provided in Rules 2.1 of the Rules and Regulations, fines may be assessed as follows:

- (a) failure to comply with Rules 3.2 and/or 3.3 regarding lease approval: as provided in Rule 3.3.6; and
- (b) any other violations: \$50.00 for first violation notice, and \$100.00 for the second violation notice, and \$175.00 for each subsequent violation notice sent within twelve months after the date of the first violation notice.

Upon written request stating good cause as determined solely by the Board, the Board may waive any fines as assessed or assessable pursuant to this Rule 3, in whole or in part.

**3.8.2 Termination of Lease; Eviction.**

(a) In the event of falsification or material misstatement as to any information set forth in or documentation attached to any applicable Lease Approval Request, any default under any lease due to violation of the lease, the Declaration, any Rules and Regulations or any other governing documents, or any violation of decisions or directives of the Board, the Board may (but is not obligation to) make written demand that the lessor(s) initiate any proceedings, actions and/or litigation, including eviction, to enforce compliance and/or terminate the lease. If the lessor(s) do not fully comply, then the Association may maintain, independently or in the name of the lessor(s), any and all such proceedings, action and/or litigation.

(b) The applicable lessor(s) must pay all costs and expenses, including attorneys fees, as to any and all proceedings, actions and/or litigation taken pursuant to the preceding subsection (a), either directly or by payment to the Association upon demand.

(c) The applicable lessor(s) must keep the Association continuously advised in writing as to the initiation, current status and results of all proceedings, actions and/or litigation undertaken by the lessor(s) as herein provided.

(d) Each lessor, by virtue of entry in to any lease, and each lessee, by virtue of occupancy of a unit, whether or not so stated in the lease, irrevocably appoint the Association or its

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designated agent as attorney-in-fact in regard to any proceedings, actions and/or litigation authorized by the Board pursuant to these Rules and Regulations undertaken to obtain compliance with the lease, the Declaration, any Rules and Regulations or any other governing documents, and each such lessor and lessee, jointly and severally, agrees to indemnify and hold the Association, the Board, the Association's management company and their respective officers, directors, agents, servants and employees harmless with respect thereto.

(e) NO PROCEEDINGS, ACTION OR LITIGATION UNDER THIS RULE 3, OR UNDER ANY OTHER PROVISIONS OF THE ASSOCIATION'S RULES AND REGULATIONS, THE DECLARATION OR ANY OTHER GOVERNING DOCUMENTS SHALL EVER BE CONSTRUED AS AN ASSUMPTION BY THE ASSOCIATION OR ITS RELATED PARTIES OF ANY OBLIGATION WHATSOEVER UNDER ANY LEASE OR REGARDING ANY LEASEHOLD INTEREST, INCLUDING WITHOUT LIMITATION, ANY OBLIGATION REGARDING SECURITY DEPOSITS, MAINTENANCE AND ANY OTHER OBLIGATIONS PURSUANT TO TITLE 8 OF THE TEXAS PROPERTY CODE, ALL SUCH OBLIGATIONS BEING HEREBY EXPRESSLY DISCLAIMED.

### 3.9 Monetary Obligations:

All fees, charges, fines, costs, attorneys fees and all other monetary obligations established by any Rules and Regulations, including this Rule 3, are assessments chargeable to the applicable unit assessment account, and are secured by the Association's continuing assessment lien against each applicable unit.

### 3.10 Miscellaneous:

This amended Rule 3 is effective as stated in the Certificate of Adoption set forth below and upon the filing of the same in the Official Public Records of Real Property of Harris County, Texas, subject to amendment as next provided. These Rules and Regulations may be amended from time to time and at any time by the Board of Directors. Any such amendment shall be effective upon the date of filing in the Official Public Records of Real Property of Harris County, Texas, or such later date as expressed stated in the amendment. These Rules and Regulations are adopted in lieu of any other provisions of the Association's governing documents regarding the express provisions set forth herein or which conflict with any provisions hereof.

## Rule 8: Use of Common Elements

**8.5.4 Pool Area Guest Limitation:** No more than two guests per unit are permitted in the pool or pool area at the same time. A "guest" is any person other than the owner or the owner's tenant, and each other occupant of the unit as reflected by the most recent Owner Information Form as provided in Rule 2.4 of the Rules and Regulations or the most recent Lease Approval Request Form as provided in this Rule 3, as applicable and as from time to time properly updated.

## CERTIFICATION OF ADOPTION

The undersigned Secretary of the Association hereby certifies that the foregoing Second Amendment of Rules and Regulations for El Dorado Way Condominiums was duly adopted by the Board of Directors by unanimous written consent and by unanimous vote at its regular meeting held on the \_\_\_\_\_ day of March, 2014, effective as of the date of filing hereof in the Official Public Records of Real Property of Harris County, Texas.

Executed this 17<sup>th</sup> day of March, 2014.

EL DORADO WAY CONDOMINIUM ASSOCIATION,  
a Texas non-profit corporation

By:  \_\_\_\_\_  
DIANE RUSSO, Secretary

# EL DORADO WAY CONDOMINIUM ASSOCIATION

## LEASE APPROVAL REQUEST

A LEASE APPROVAL REQUEST MUST BE SUBMITTED TO AND APPROVED BY THE ASSOCIATION BEFORE OCCUPANCY UNDER ANY LEASE BEGINS (SEE RULE 3 OF THE ASSOCIATION'S RULES AND REGULATIONS - LEASING AND SALE OF UNITS). THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY (ATTACH ADDITIONAL PAGES AS NEEDED), MUST HAVE ALL REQUIRED ATTACHMENTS ATTACHED, AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES). YOU MAY DELIVER THE COMPLETED FORM WITH ATTACHMENTS TO THE ON-SITE MANAGER'S OFFICE WITH RECEIPT ACKNOWLEDGED IN WRITING, OR YOU MAY SEND THE SAME BY EMAIL OR BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ON-SITE MANAGER'S OFFICE OR TO THE ASSOCIATION'S CURRENT MANAGEMENT COMPANY.

1. LESSOR - list all Unit Owners, referred to herein as "Lessor", whether one or more:

A. LESSOR'S NAME(S): \_\_\_\_\_ UNIT NO.: \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

TELEPHONE-HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL - list for each owner: \_\_\_\_\_

B. PROPERTY MANAGER (if applicable):

NAME (Company & Individual Contact): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

2. LEASE INFORMATION:

A. EACH OF THE FOLLOWING MUST BE ATTACHED TO THIS FORM:

- (i) true and correct copy of fully completed, dated and signed proposed lease; and
- (ii) current national criminal background check and eviction report covering each proposed lessee and each other person over age seventeen who will occupy the unit, and current credit report covering each proposed lessee.

B. LEASE START DATE: \_\_\_\_\_ LEASE TERMINATION DATE: \_\_\_\_\_

C. LIST EACH LESSEE - list as named in proposed lease:

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TELEPHONE - HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ MOBILE: \_\_\_\_\_

DRIVER'S LICENSE - STATE: \_\_\_\_\_ NO: \_\_\_\_\_ D/O/B: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TELEPHONE - HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ MOBILE: \_\_\_\_\_

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DRIVER'S LICENSE - STATE: \_\_\_\_\_ NO: \_\_\_\_\_ D/O/B: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

D. OTHER RESIDENTS: The only persons Lessor or Lessee will permit to reside at the leased unit other than each Lessee listed above are as follows (see Rule 3.1 regarding maximum number of permitted residents):

OTHER RESIDENT'S NAMES:	AGE:	RELATION TO LESSEE:
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. VEHICLES: Only the following vehicles will be parked within the condominium (may be parked in assigned spaces ONLY)

<u>YEAR</u>	<u>COLOR</u>	<u>MAKE/MODEL</u>	<u>PRIMARY OPERATOR</u>	<u>LICENSE NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**CERTIFICATION:** The undersigned, whether one or more, hereby certify (i) that each has received copies of, and agrees to abide by, the Association's condominium declaration, bylaws, rules and regulations and all other governing documents, and each agrees to abide by all decisions and directives of the Board of Directors, and (ii) that all information contained herein and attachments hereto are true and correct. The undersigned, whether one or more, hereby consent to the Association obtaining of current national criminal background checks and/or eviction reports and of current credit reports as provided in the applicable Rules and Regulations, including Rule 3, in connection with this request and at any other time during the tenancy of Lessee(s). We understand that falsification or material misstatement of any information contained herein or documentation attached hereto, or as otherwise provided to the Association, may result in denial of leasing approval initially or cancellation of approval thereafter, and is grounds for immediate termination of the lease and eviction of all lessees and other occupants.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Unit Owner or Authorized Agent)

\_\_\_\_\_  
(Co-Owner, if Applicable) DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Lessee)

\_\_\_\_\_  
(Co-Lessor, if Applicable) DATE: \_\_\_\_\_

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# ***EL DORADO WAY CONDOMINIUM ASSOCIATION***

## **Rules and Regulations**

**RULES ACKNOWLEDGMENT OF OWNER/TENANT FOR UNIT NO. \_\_\_\_\_**

### **Owner Responsibility and Accountability:**

Owners are completely and solely responsible and accountable for informing and educating themselves, their family members, tenants, lessees, guests, individual unit property managers/realtors, employees and any other representatives or parties with as to all condominium Rules and Regulations (sometimes referred to as the "rules"), and as to all of the Association's other governing documents. Each owner is responsible for their tenants, and any guests or visitors associated with the unit. Each tenant is responsible for their guests or visitors associated with the unit. **Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorneys' fees) and the cost of repairs which are assessed to the unit in accordance with applicable rules or other governing documents. Everyone on Association property is required to adhere to the Association's rules and other governing documents.**

### **Acknowledgment of the "No Tolerance Policy":**

Except in case of an emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. If not cured in accordance with the notice(s), the property manager will send the attorney for the Association a request to take enforcement action. Legal action to correct the violation(s) will include certified and uncertified demand letters. The filing of an injunction lawsuit may follow. Except in case of an emergency, a minimum ten day grace period will be allowed to cure a violation and avoid a fine unless the unit owner has been given notice and opportunity to cure a similar violation within the preceding twelve months in which case demand for immediate cure and immediate imposition of a fine may be made. **In addition to fines, violating owners and tenants are responsible for payment of all compliance costs, including attorneys fees, incurred regarding violations which in many cases will approach, and in some cases will substantially exceed, \$3,500.00.**

### **Acknowledgment of the Rules and Regulations:**

All owners and tenants must sign a copy of this acknowledgment form regarding the Rules and Regulations and return the signed acknowledgment to the Association management company or on-site manager's office. This signed form must be submitted to the Association's management company or on-site manager's office no later than thirty (30) days from the date of the closing on the sale of a unit or thirty (30) days from the start date of a lease. Failure to submit the signed form will result in a \$75.00 fine as to each Association violation notice that is required to obtain compliance.

I/We (print name or names), \_\_\_\_\_ am/are the  owner(s)  tenant(s) (check the correct box) of the above Unit. **I (whether one or more) hereby acknowledge (i) that I have received a copy of the Regulations and Regulations for El Dorado Way Condominiums, (ii) that I have read and understand my responsibility and accountability as to, and that I am required to adhere to the said Rules and Regulations, and all of the Association's other governing documents, and (iii) that I may be fined for any violations and/or subject to any other enforcement procedures as provided in the rules or other governing documents.**

Signature: \_\_\_\_\_

Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_  
(Co-Owner or Co-Tenant, as applicable)

Signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

# EL DORADO WAY CONDOMINIUM ASSOCIATION

## VEHICLE REGISTRATION FORM

Registration, parking and use of any and all vehicles within El Dorado Way Condominiums is governed by Rule 9 of the Association's Rules and Regulations. This form must be completed as to each vehicle which will be parked within the condominium and submitted to the Association within ten days (i) after written request by the Association, or (ii) after any change as to any previously registered vehicle. ANY UNREGISTERED VEHICLES MAY BE TOWED AT THE OWNER'S SOLE EXPENSE. THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY, AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES). **MAIL OR DELIVER COMPLETED FORM TO ON-SITE MANAGER'S OFFICE.**

1. NAME OF RESIDENT(S): \_\_\_\_\_  
Unit No. \_\_\_\_\_ Assigned Parking Space No(s): \_\_\_\_\_  
Telephone – Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail – list for each resident: \_\_\_\_\_

2. UNIT OWNER(S) IDENTIFICATION (if different than resident):  
Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone – Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail – list for each owner: \_\_\_\_\_

3. VEHICLES (maximum 2 for one bedroom unit and 3 for two bedroom unit):

<u>YEAR</u>	<u>COLOR</u>	<u>MAKE/MODEL</u>	<u>PRIMARY OPERATOR</u>	<u>LICENSE NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

4. OPERATOR INFORMATION –list each resident operator of any of the vehicles listed above:

NAME: \_\_\_\_\_ RELATION TO RESIDENT: \_\_\_\_\_  
Driver's License—State: \_\_\_\_\_ No. \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
NAME: \_\_\_\_\_ RELATION TO RESIDENT: \_\_\_\_\_  
Driver's License—State: \_\_\_\_\_ No. \_\_\_\_\_ D.O.B.: \_\_\_\_\_  
NAME: \_\_\_\_\_ RELATION TO RESIDENT: \_\_\_\_\_  
Driver's License—State: \_\_\_\_\_ No. \_\_\_\_\_ D.O.B.: \_\_\_\_\_

**CERTIFICATION:** We, the undersigned, hereby certify that each has received copies of, and agrees to abide by, the Association's condominium declaration, bylaws, rules and regulations and all other governing documents, and all decisions and directives of the Board of Directors, and that all information contained herein and attachments hereto are true and correct.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Resident)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Co-Resident, if applicable)

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FOR ASSOCIATION USE ONLY

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

**VIOLATION RECORD:**

1. Date: \_\_\_\_\_ Violation(s): \_\_\_\_\_

Fine(s) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

Towed Date: \_\_\_\_\_ By: \_\_\_\_\_

Remarks: \_\_\_\_\_

2. Date: \_\_\_\_\_ Violation(s): \_\_\_\_\_

Fine(s) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

Towed Date: \_\_\_\_\_ By: \_\_\_\_\_

Remarks: \_\_\_\_\_

# EL DORADO WAY CONDOMINIUM ASSOCIATION

## OWNER CHANGE OF ADDRESS FORM

Within thirty days after any change in an owner's mailing address, the owner (whether one or more) must submit this form to the Association. *SEE RULE 2.4 OF THE ASSOCIATION'S RULES AND REGULATIONS*). THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY, AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES). **MAIL OR DELIVER COMPLETED FORM TO ON-SITE MANAGER'S OFFICE.**

1. NAME OF OWNER: \_\_\_\_\_ Unit No. \_\_\_\_\_

Telephone – Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

NAME OF CO-OWNER (if applicable): \_\_\_\_\_

Telephone – Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

E-Mail – list for each owner: \_\_\_\_\_

2. CURRENT ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. NEW ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. New Address effective \_\_\_\_\_ (state date which may not be less than 5 business days after receipt of this form by Association)

**CERTIFICATION:** We, the undersigned, hereby certify that each has received copies of, and agrees to abide by, the Association's condominium declaration, bylaws, rules and regulations and all other governing documents, and all decisions and directives of the Board of Directors, and that all information contained herein and attachments hereto are true and correct.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(Unit Owner)

\_\_\_\_\_  
(Co-Owner, if applicable)

Date: \_\_\_\_\_

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FOR ASSOCIATION USE ONLY

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

# EL DORADO WAY CONDOMINIUM ASSOCIATION

## PET REGISTRATION FORM AND AGREEMENT/RELEASE

This Pet Registration Form must be filed with the Association covering each "Permitted Pet" (dogs, cats and other usual household pets). No more than two Permitted Pets are allowed per unit. This Form must be filled out fully and completely (attach additional pages as needed), must have all required attachments, and must be dated and signed. The unit owner (if different than the Pet Owner) must sign this Form before it will be accepted (the unit owner and Pet Owner are sometimes referred to as the "Pet Obligors"). **MAIL OR DELIVER COMPLETED FORM TO ON-SITE MANAGER'S OFFICE.**

1. PET OWNER(S) IDENTIFICATION:

Name(s): \_\_\_\_\_ Unit No. \_\_\_\_\_  
Telephone - Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail – list for each pet owner: \_\_\_\_\_

2. PET IDENTIFICATION:

Name: \_\_\_\_\_ Breed: \_\_\_\_\_  
Age: \_\_\_\_\_ Color: \_\_\_\_\_ Weight-Current: \_\_\_\_\_ /  
at Maturity: \_\_\_\_\_  
Other Description: \_\_\_\_\_

3. UNIT OWNER(S) IDENTIFICATION (If different than Pet Owner):

Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone - Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail – list for each pet owner: \_\_\_\_\_

**CERTIFICATION: We, the undersigned, hereby certify (i) that a true, correct and complete copy of the veterinary records for the pet, including as to all vaccinations, and a current photo of the pet are attached, (ii) Pet Obligors have read, understand and agree to all provisions of (including Section 8 entitled "Conditions for Acceptance of Registration", as set forth on Page 2 hereof), (iii) that each has received copies of, and agrees to abide by, the Association's condominium declaration, bylaws, rules and regulations and all other governing documents, and all decisions and directives of the Board of Directors, and (iv) that all information contained herein and attachments thereto are true and correct.**

\_\_\_\_\_  
Signature of Pet Owner

\_\_\_\_\_  
Signature of Pet Co-Owner

\_\_\_\_\_  
Print Name and Date Signed

\_\_\_\_\_  
Print Name and Date Signed

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Signature of Unit Co-Owner

\_\_\_\_\_  
Print Name and Date Signed

\_\_\_\_\_  
Print Name and Date Signed

**SECTIONS 5, 6 AND 7 ARE FOR ASSOCIATION USE ONLY**

4. REGISTRATION FEE - Amount: \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_  
IDENTIFICATION TAG NO. \_\_\_\_\_ Date Issued: \_\_\_\_\_

5. PET DEPOSIT(S):

<u>Amount</u>	<u>Date Paid</u>	<u>Amount</u>	<u>Date Paid</u>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

6. ACCEPTED BY ASSOCIATION - SUBJECT TO SECTION 8 ("Conditions for Acceptance of Registration"):

\_\_\_\_\_  
El Dorado Way Condominium Association

\_\_\_\_\_  
Date

7. CONDITIONS FOR ACCEPTANCE OF REGISTRATION:

A. Compliance with Pet Rules: Pet Obligors hereby agree to strictly comply with all terms, conditions and requirements of Rule 11 of the Rules and Regulations for El Dorado Way Condominium Association regarding Pets and all other applicable rules and governing documents (as same may from time to time be amended), and to be bound by same (including all administrative, regulatory and fining authority of the Association as set forth in Rule 11).

B. Exclusive Liability of Pet Obligors: Pet Obligors agree to and assume full and exclusive responsibility for the pet and sole responsibility and liability for any and all claims and damages to persons and property attributable to the pet. Pet Obligors hereby release and agree to fully indemnify the Association and its directors, officers, agents and employees from any claims and damages attributable to their pet.

C. Pet Deposit(s): Pet Obligors agree to pay upon written demand by the Association any pet deposit(s) required by the Association as provided in Rule 11.



# EL DORADO WAY CONDOMINIUM ASSOCIATION

## BOAT/RV REGISTRATION FORM

The Boat/RV Parking area may be used only by residents currently residing at El Dorado Way Condominiums as provided by Rule 9 of the Association's Rules and Regulations. No more than one "Boat/RV" is allowed per unit, as space permits, on a first-come, first-serve basis. This form must be completed and submitted to the Association within ten days (i) after written request by the Association, or (ii) after any change as to any previously registered Boat/RV, or (iii) after renewal of the Boat/RV registration. **ANY UNREGISTERED BOAT/RV MAY BE TOWED AT THE OWNER'S SOLE EXPENSE. THIS FORM MUST BE FILLED OUT FULLY AND COMPLETELY, MUST BE SUBMITTED WITH THE REQUIRED PHOTO, AND MUST BE DATED AND SIGNED. PLEASE PRINT OR TYPE (EXCEPT SIGNATURES). MAIL OR DELIVER COMPLETED FORM WITH REQUIRED PHOTO TO ON-SITE MANAGER'S OFFICE.**

1. NAME OF RESIDENT(S): \_\_\_\_\_ Unit No.: \_\_\_\_\_  
Telephone – Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail – list for each resident: \_\_\_\_\_
2. UNIT OWNER(S) IDENTIFICATION (if different than resident):  
Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone – Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_  
E-Mail – list for each owner: \_\_\_\_\_
3. DESCRIPTION OF BOAT/RV (including length, height and width): \_\_\_\_\_

### PHOTO OF BOAT/RV MUST BE ATTACHED

4. REGISTRATION:
  - A. Boat/RV is registered with \_\_\_\_\_ State of Texas \_\_\_\_\_ United States Coast Guard  
\_\_\_\_\_ Other – specify: \_\_\_\_\_
  - B. Registration No.: \_\_\_\_\_ Expires: \_\_\_\_\_
5. DURATION OF REGISTRATION – check one of the following:

\_\_\_\_\_ I agree the registered Boat/RV will be parked in the Boat/RV Parking area for a maximum of thirty consecutive days or forty-five days over the next sixty days, beginning from the date of this registration, OR

\_\_\_\_\_ I hereby request registration for the following period, beginning from the date of this registration: \_\_\_\_\_ (statement must be attached stating good cause for request as provided in Rule 9.1.5).

**CERTIFICATION:** We, the undersigned, hereby certify that each has received copies of, and agrees to abide by, the Association's condominium declaration, bylaws, rules and regulations and all other governing documents, and all decisions and directives of the Board of Directors, and that all information contained herein and attachments hereto are true and correct.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Resident)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Co-Resident, if applicable)

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FOR ASSOCIATION USE ONLY

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

**VIOLATION RECORD:**

1. Date: \_\_\_\_\_ Violation(s): \_\_\_\_\_

Fine(s) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

Towed Date: \_\_\_\_\_ By: \_\_\_\_\_

Remarks: \_\_\_\_\_

2. Date: \_\_\_\_\_ Violation(s): \_\_\_\_\_

Fine(s) Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

- Date: \_\_\_\_\_ Amount: \_\_\_\_\_ Paid: \_\_\_\_\_

Towed Date: \_\_\_\_\_ By: \_\_\_\_\_

Remarks: \_\_\_\_\_