

COUNTY OF WILLIAMSON §

(regarding Leasing)

Reference is further made to those previously-adopted Rules and Regulations filed as Document No. 2011086746 ("General Rules") and as Document No. 2014072291 ("Enforcement Rules") of the Official Public Records of Travis County, Texas (collectively and together with all amendments and supplements, the "**Rules**").

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STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 22 day of November, 2017, by Jason P. Bradley in the capacity stated above.

Peggy L. Kuhns
Notary Public, State of Texas

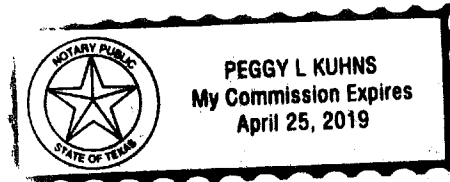


EXHIBIT A**LEASING POLICY****Summary of leasing rules**

This is solely a summary of the leasing rules below. Please refer to the rules in their entirety

- *Owners must perform background checks on all tenants and occupants, and may not lease to those with certain criminal history
- *Minimum lease term is 12 months; (month-to-month renewals allowed)
- *Owners must provide copies of all leases, and tenant contact and vehicle information, within 7 days of tenant move-in
- *Owners must provide tenants with copies of all Association governing documents
- * Owners leasing a Home at the time of adoption of this rule must document such lease by submitting to the Association copies of the lease, and tenant contact and vehicle information, within 30 days of the date notice of rule adoption is mailed or emailed to the Owners.

1. Leasing

1.1 **INTENT.** The intent of this leasing rule is to provide further guidelines related to leasing. From time to time in this leasing policy, the word "Home" is used to refer to Lots within the community. For the purposes of this policy, "home" shall have the meaning assigned to "Lot" in the Declaration.

1.2 **DEFINITION OF LEASING.** A home or Lot is deemed "leased," and its occupants deemed "tenants," for purposes of this rule and other leasing-related provisions in this Declaration and the other documents, except when: (i) the Home is occupied by the owner and/or a person immediately related to the owner by blood, marriage or adoption¹, (ii) the Home is vacant, or (iii) title to the Home is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the homeowner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy. The Association may in the sole discretion of the Board require proof of familial relation between a homeowner and occupant.

In calculating occupancy, homes are counted uniformly regardless of size. A person is considered a tenant for all purposes under these rules (including background checks) if that person stays overnight on the property more than 7 days in any month. Presence on the property at any time between 11:00 pm and 6:00 am will be considered an overnight stay.

1.3 **GENERAL LEASE CONDITIONS.** The leasing of Homes is subject to the following general conditions:

¹ A situation where an owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

- (1) Minimum lease term 12 months; No Section 8 leases; Lease advertising. No Home may be rented for an initial lease term of less than **12 months**.

No home may be leased using Section 8 Housing Assistance Program subsidies.

No Owner may advertise the lease of any Lot or home for a term of less than the minimum lease term. All advertisements for the lease of a home must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will automatically be assessed for any violation of this rule, regardless of whether the advertised Home is actually leased for a period of less than the minimum lease term.

- (2) No renting rooms. No Home may be subdivided for rent purposes, and not less than an entire Home may be leased. (For example, an owner's child may live in the Home, but unless there is a lease, may not have a roommate. If an owner's child desires to live with a roommate, it will be deemed a leased home, and there must be a lease transaction with the owner's child and all other tenants being listed on the lease);
- (3) Written leases only; mandatory lease provisions. All leases must be in writing, must contain the names of all tenants and occupants, and must be made subject to the governing documents;
- (4) Owners must provide tenants with Association documents. An owner must provide his tenants with copies of the governing documents and notify them of changes thereto;
- (5) Tenants subject to Association documents. Each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
- (6) Owner must provide Association copy of all leases and lease renewals, and tenant vehicle and contact information. An owner must provide the Association **within seven days of occupancy by a tenant or renewal of a lease (with every new lease or lease renewal – a change of roommates is a new lease):**
- (i) a complete and legible copy (electronic copy or hard copy) of the fully-executed lease, and any lease renewal document(s), both of which must include the name of all tenants and occupants. Dollar figures and any driver's license or social security number may be redacted; and
 - (ii) current information regarding all vehicles (make, model, color, license plate number) of the tenant(s), and current contact information including full names, email addresses, and any additional mailing address for all tenants.

Owners must also provide the Association upon request of the Association: information on all animals (breed, age, name, weight) living in the home upon request. Such information must be provided within 7 days of the Association's request.

1.4 SCREENING OF TENANTS AND OCCUPANTS; PROOF OF SCREENING. Prior to leasing to anyone or allowing anyone except the Home owner, or an individual related to the

owner by marriage, blood or adoption, to occupy a Home, an owner must exercise due diligence to ensure that the potential tenant or occupant has **no conviction or deferred adjudication history** of a crime involving attempted or actual serious physical harm to a person or a felonious crime against property or felony drug crime. These crimes include, but are not limited to, murder, felonious assault, rape, molestation, sexual assault, indecency with a child, felony drug crime, kidnapping, and arson.

Owners must provide a copy of all background checks to the association within 15 days of the Association's request. *Owners leasing as of the effective date of this rule must perform a background check on all tenants and occupants and provide a copy of the check to the Association within 15 days of the Association's request.* Owners failing to perform pre-screening of all tenants and occupants and supply copies of the screening to the association in a timely manner will be subject to automatic fines. If an Owner, at the time of adoption of this rule, is currently leasing to a tenant or occupants with a criminal history as described above, the Owner must terminate the tenant or occupant's occupancy at the earliest time allowed under the lease.

1.5 EVICTON OF TENANTS. Every lease agreement on a Home or Lot, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

A. Violation Constitutes Default. Failure by the tenant or occupants or invitees to comply with the Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner must promptly obtain his tenant's compliance or diligently exercise his rights as landlord for tenant's breach of lease, including eviction. If the owner fails to obtain the tenant's compliance after reasonable notice (at least 10 days notice) from the Association, the Association has the right, but not the obligation, to pursue the remedies of a landlord under the lease, including eviction of the tenant, subject to the terms of this Section 1.5.

B. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

C. Association Not Liable for Damages. The owner of a leased Home is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the documents against the owner's tenant.

1.6 CHANGE OF TENANTS/OCCUPANTS; NO SUBLETTING OR ASSIGNMENT. Any change of tenants or occupants during a lease term is a new lease for the purposes of this rule, and must be documented as such, with all documentation submitted to the Association in accordance with this rule. No lease may be assigned; subleasing is prohibited.

1.7 LEASES EXISTING AT THE TIME OF RULE ADOPTION.

(a) Owners leasing a Home at the time of adoption of this rule must document such lease transaction by submitting copies of the lease, tenant contact, and vehicle information within 30 days of the date notice of rule adoption is mailed or emailed to the Owners.

(b) If the background check performed results in a finding of impermissible criminal background on any tenant or occupancy of the home, the owner must evict or otherwise cause the lease to be non-renewed at the earlier legal date.

1.8 VIOLATIONS. The Board may require a tenant, by written notice to the tenant, to pay rent directly to the Association during any time in which the Owner is delinquent in payment of amounts due the Association. The Board may pursue any other remedies, including fining, eviction, and common area use right suspension, and other remedies allowed under these or other Association governing documents or state law. All enforcement costs, including attorneys fees, incurred by the association due to violations of a tenant or a tenant's guest, occupant or invitee may be assessed to the owner's account. Owners are responsible for all violations of their tenants, and their guests and invitees.

Notwithstanding any language to the contrary in the other applicable deed restrictions of the Association, the minimum fine² for any violation of this leasing rule involving either violation of the **minimum lease term** or **lease advertising** provisions shall be **\$100/violation**. Each day of the violation may be considered a separate violation. For repeat violations of the short term leasing rule (leasing on multiple occasions for a period of less than twelve months), the fines shall escalate in \$100 increments, and each day of the violation may be considered a separate violation. The association's managing agent shall have the authority and absent board resolution otherwise on a case by case basis is directed to implement/levy these fines for violations of this nature and shall provide any notice required for such levy.

After recording, please return to:

Niemann & Heyer, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701

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² This is the minimum fine. The board may in its discretion approve a larger fine on a case by case basis.

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Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas