

STATE OF TEXAS

AMENDMENT OF RULES

COUNTY OF TRAVIS

MESA VILLAGE OWNERS ASSOCIATION

§

(Regarding leasing)

§

Document reference, Reference is hereby made to the Condominium Declaration for Mesa Village Condominiums, filed at Vol. 7929, Pg. 792 in the Condominium Records of Travis County, Texas (together with all supplements and amendments thereto, the "Declaration").

Reference is further made to the Bylaws of Mesa Village Owners Association, filed as Document No. 2010190646 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "Bylaws").

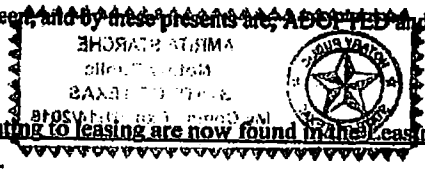
Reference is further made to the Amended and Restated Rules for Mesa Village Owners Association, filed as Document No. 2012021010 in the Official Public Records of Travis County, Texas (together with all supplements and amendments thereto, the "Rules").

The Declaration provides that owners of units subject to the Declaration are automatically made members of the Mesa Village Owners Association (the "Association");

The Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the use of units and common elements subject to the Declaration, pursuant to Bylaws §5.3(b) and §82.102(a) of the Texas Uniform Condominium Act and has previously adopted rules;

The Board has voted to adopt additional rules (regarding leasing) attached as Exhibit "A" to supplement the previously adopted Rules

Therefore, the additional Rules attached as Exhibit "A" have been adopted and by these presents are **ADOPTED** and **APPROVED**



1. Rule 4 ("Leasing") is DELETED (as all rules relating to leasing are now found in the Leasing Rules attached as Exhibit "A" to this document).

Subject solely to the amendments set forth above and those contained in Exhibit "A", the Rules remain in full force and effect.

MESA VILLAGE OWNERS ASSOCIATION
Acting by and through its Board of Directors

Signature: [Handwritten Signature]
Printed Name: Scott Borders
Title: BOARD PRESIDENT

Exhibit "A": Leasing Rules

Acknowledgement

STATE OF TEXAS

COUNTY OF Tarrant

~~2013~~ 2014 This instrument was executed before me on the 5th day of March
by Scott Borders in the capacity stated above.

[Handwritten Signature]
Notary Public, State of Texas

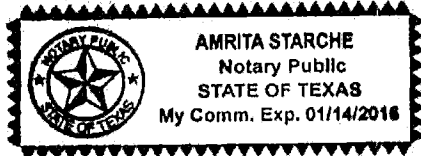


Exhibit "A"

Leasing Rules

The intent of these leasing rules is to limit the number of Units in the Mesa Village Homeowners Association that may be occupied by tenants, with reasonable exceptions to allow leasing under certain circumstances. These rules reflect the need to keep Mesa Village an "owner-occupied" community as much as possible in order to maximize real estate values, maximize the likelihood of quick re-sales, increase the enjoyment of life in the community through stability and continuity of persons living here and lastly, reestablish and maintain FHA Approval.

Summary of key provisions:

- It is recommended that Owners exercise due diligence not to lease to anyone with a criminal history or history of sex offenses. The Association suggests that Owners perform background checks as part of this due diligence.
- Minimum lease term is 30 days.
- All leases must be subject to the governing documents and Owners must provide a copy of all governing documents to tenants.
- With limited exceptions, no new leases are allowed if 70 or more Units are leased at the time. All leases must be on TAA or TREC lease forms.
- A copy of all leases (including leases existing at the time of this rule adoption) must be provided to the Association.

1. Screening of Tenants and Occupants: Proof of Screening. The Association suggests that all Owners obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants and occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased Unit. (Criminal reports may be purchased for a small fee from the DPS website at www.txdps.state.tx.us). It is recommended that Owners consult their own attorney for advice on due diligence required or recommended under statute or common law prior to leasing. The Association makes no representation that the recommend above-described DPS background search satisfies any duties that a lessor may have under statute or common law.

If an Owner, at the time of adoption of this rule, is currently leasing his Unit, it is recommended that the Owner perform the due diligence outlined above within 15 days of adoption of this rule.

2. Unit Owners must provide all Association governing documents, including all rules, to tenant and lease must be subject to such documents. Each lease must be in writing and must provide that the lessee is bound and subject to all of the obligations under the Declaration, Bylaws, and Rules of the property. It is the Owner's responsibility to ensure that these documents are provided to prospective tenants prior to entering into a rental agreement, and that a copy of said documents are attached as an exhibit to the rental agreement at the time the rental agreement is executed. For existing leases at the time of this rule adoption, Owners must provide copies of all governing documents to tenants within 30 days of the effective date of this rule.

3. New leases and lease renewals. All leases must be for an initial term of at least 30 days.

A. *New leases*

Prior to leasing (any lease other than a renewal of an existing lease with the exact same tenants and occupants), Owners must:

- i. pay a non-refundable administrative fee of \$100 to the Association;
- ii. submit a leasing application to the Association and receive written consent to the application. Consent will only be given if fewer than 70 Units are leased at that time, and all other conditions of this Subsection (A) are met;
- iii. be in good standing as of the date the leasing application is submitted to the Association.

B. *Renewal without Board permission (with notice only):*

If written consent to leasing was originally granted for the lease, Owners may renew the lease without board permission if (and only if):

- i. the Owner is in good standing at the time of the lease renewal (it is the Owner's duty to confirm good standing);
- ii. the tenants and occupants on the renewal lease are exactly the same as those in the original lease (otherwise, procedures for a new lease must be followed); and
- iii. a copy of the renewed lease, along with the names of all tenants and occupants, is provided to the Association within 7 days of the effective date of the renewal.

*****It is the Owner's responsibility to consult with Association management prior to any lease or lease renewal to determine the then-current Owner-occupancy ratio and confirm the Owner's good standing*****

4. Rental waiting list; opportunity to lease. The Association will maintain a prioritized waiting list of Owners desiring to lease Units at all times when 70 or more of the Units are leased (not Owner-occupied). Once a space becomes available for an Owner on the waiting list to lease his Unit, the Owner shall be granted leasing permission and given 60 days to lease the Unit. If the Unit is not leased within that timeframe, the permission is automatically withdrawn, and Owner shall be placed back on the rental waiting list at the top of the list and the next Owner on the list shall be given a similar opportunity to lease his Unit. If an Owner on the rental waiting list is attempting to lease his Unit, that Unit will be deemed "leased" for purposes of the "70 leased unit maximum" rule.

Owners may not be on the waiting list for a particular Unit during any time that the Unit is leased. Any Owner not currently leasing his Unit may ask to be put on the waiting list. Any waiting list request must be submitted in writing to the Association's managing agent (via email, fax, or mail). It is the Owner's responsibility to confirm receipt of the request. Waiting list priority cannot be assigned or otherwise transferred to another Unit.

5. Owner occupancy; definition of leased unit. A Unit 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 Unit is occupied by the Unit Owner

and/or a person immediately related to the Owner by blood, marriage or adoption¹, (ii) the Unit is vacant, or (iii) title to the Unit 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 Unit Owner 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 Unit Owner and occupant. Notwithstanding, an Owner (not an Owner's family member if the Owner does not also reside there) residing in the Unit may have a roommate who pays rent to the Owner. This situation will not be considered a lease for purposes of these rules with the exception Rule 1, regarding background checks, will apply.

6. Unit Owners must provide the Association a copy of all leases, lease applications, tenant contact information, and referral information. Owners must provide the following information to the Association within 15 days of the effective date of any new lease, and within 7 days of the effective date of any lease renewal:
 - A. A copy of the lease, including the attached Rules and other documents, fully executed by both the Unit Owner and the tenant(s). Dollar figures may be redacted; and
 - B. Contact information for the tenant, including a phone number and email address.

For leases existing at the time of adoption of this rule, the information described in subparagraphs (A) and (B) must be provided to the Association within 30 days of the effective date of this rule.

7. Hardship. The Board may approve an Owner's application to lease the Unit for a stated period of time due to hardship. By way of illustration and not limitation, examples of circumstances that may contribute to "undue hardship" are those in which (1) an Owner must relocate to another region, when market conditions do not favor a timely sale for an amount exceeding the debt against the Unit; (2) the Unit is being administered by the deceased Owner's estate; (3) the Owner temporarily relocates and intends to return to occupy the Unit; and (4) the Unit is to be leased to a member of the Owner's extended family. The Owner's application must state why a prohibition against leasing this Unit would result in undue hardship to the Owner, and describe the circumstances necessitating the leasing.

Any lease approved under this hardship provision *will not count* as a leased Unit for purposes of the "70 leased Unit maximum" requirement, and will be subject to all other leasing rules and dedicatory instrument provisions.

8. Application and approval. Approval by the Board for any hardship exception must be in writing, and may not be deemed from lack of a response. The Board's approval may be limited to a stated period of time, which if not stated, is deemed to be one year from the date written approval is granted. On expiration of that period, the Owner must apply anew for Board approval. The Board's approval is not self-renewing.
9. Violation of prohibition. A lease or lease renewal made in violation of these rules is voidable by the Board. The Board has the power to impose fines relating to enforcement of these leasing rules or any other provision of a governing document.
10. Leasing prohibited if violations present. Only Owners current in dues and other amounts due

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.

to the Association and having no other outstanding violations of the governing documents of the Association at the time of lease application and lease commencement may lease their Units.

11. Owner responsible for tenants' actions. The Owner of a leased Unit is liable to the Association for any violations of the governing documents by his tenants, including expenses incurred by the Association in connection with enforcement of the documents against his tenant, or the tenants' occupants, guests, or invitees, including property damages. 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.
12. Maximum occupancy requirements. The number of tenants or other occupants in a Unit must comply with the Declaration and the local statutes in force at the time of the lease. Local statutes having precedence.
13. Permissible occupants. Only the tenants and occupants listed on the lease may occupy the Unit. Persons not listed on the lease may not remain on the property as overnight guests for more than 7 nights in any one month without prior permission from the Board. Overnight guests will be deemed to be any guests present in the Unit or on the property between the hours of 12:00 am and 6:00 am.
14. Administrative fees. Owners leasing their Unit must pay to the Association a one-time administrative fee of \$100.00 for the record-keeping necessary for leased Units. This amount must be paid no later than the start date of the lease.
15. Lease forms. All leases must be in writing and on Texas Apartment Association or Texas Real Estate Commission forms. The Association's managing agent can provide one of these forms to Owners upon request. *This provision is effective only for all leases entered into after the effective date of these rules.*
16. Subletting. Subletting is prohibited except during the initial term of the lease in cases where roommates are being substituted. Background checks must be performed on all prospective replacement occupants, and all other Rules apply.
17. Eviction. The Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the Owner if such person is found by the Board to have a history of a crime described in Rule 1 above, according to official public records. Additionally, the Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the Owner if such person is found by the Board to have substantially or repeatedly violated Association rules regarding noise, nuisances, noxious odors, or other rules relating to safe enjoyment of the Property by other Owners and their family, tenants, and guests, or if the Owner violated these rules in leasing or allowing a lease to renew. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the Unit subject to the condition that if the Association does recover possession in an eviction suit, the Association shall, upon execution of a writ of possession, immediately relinquish possession of the Unit to the Unit's Owner and shall not enter the Unit. The Owner will be responsible for all costs associated with such eviction. Each Owner, by acceptance of a deed to a lot, hereby irrevocably appoints the Association as his attorney-in-fact to terminate the right of occupancy under the lease and evict any tenant or other occupant in the event of an uncured violation. The Association as attorney-in-fact shall have the right, but not the obligation, to bring an eviction proceeding.

After recording, please return to:

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Austin, Texas 78701



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 23 2014 09:15 AM

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