

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

**AMENDMENT OF RULES AND REGULATIONS
OF
HAMPTON PARK HOMEOWNERS' ASSOCIATION, INC.
(Regarding Leasing of Lots)**

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions Hampton Park Homeowners Association, filed at Vol. 6818, Pg. 479 in the Deed Records of Travis County, Texas, and that certain Amendment of Declaration of Covenants, Conditions and Restrictions of Hampton Park Homeowners' Association, Inc., filed as Document No. 2014082963 in the Official Public Records of Travis County, Texas (collectively and together with all amendments and supplemental documents thereto, the "**Declaration**").

Reference is further made to that Amendment of Rules and Regulations of Hampton Park Homeowners' Association, Inc., filed as Document No. 2012010313 in the Official Public Records of Travis County, Texas (together with all amendments and supplemental documents thereto, the "**Rules**").

NOTE: The rule entitled "Leasing" is REPEALED and SUPERSEDED by this filing.

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Hampton Park Homeowners' Association, Inc. (the "**Association**");

WHEREAS the Association, acting through its board of directors (the "**Board**"), has the authority under Article II, Section 1(d) of the Declaration to adopt the rules set forth herein; and

WHEREAS the Board have voted to adopt the additional Rules attached as Exhibit "A" to supplement the previously-adopted Rules, and has voted to repeal and supersede the prior rule entitled "Leasing";

THEREFORE the additional Rules attached as Exhibit "A" have been, and by these presents are, ADOPTED and APPROVED.

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

HAMPTON PARK HOMEOWNERS' ASSOCIATION, INC.
Acting by and through its Board of Directors

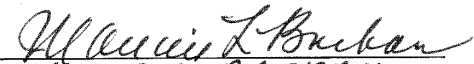
Signature: 
Printed Name: MAXINE L. BARICAN
Title: Chair of the Board

Exhibit "A": Leasing Policy

(Notary Blocks on Following Page)

Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was executed before me on the 25 day of May,
2017, by Maxine Barkan in the capacity stated above.

Patricia Cron
Notary Public, State of Texas

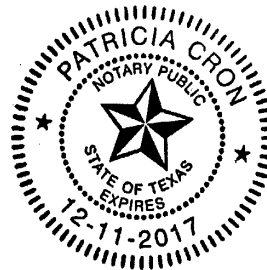


EXHIBIT A

LEASING POLICY

Summary of leasing rules

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

*Minimum lease term is six months; (month-to-month renewals allowed) only if there are fewer than five (5) lots are leased at the time

*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

1. Lot Leasing

1.1 INTENT. The intent of this leasing rule is to provide further guidelines related to leasing.

1.2 DEFINITION OF LEASING. A 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 Lot is occupied by the Lot owner and/or a person immediately related to the owner by blood, marriage or adoption¹, (ii) the Lot is vacant, or (iii) title to the Lot 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 Lot 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 Lot owner and occupant.

In calculating occupancy, lots 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 Lots is subject to the following general conditions:

- (1) Minimum lease term six months; Maximum lease term; Maximum five (5) lots leased at any one time; Lease advertising.
 - a. Minimum lease term six months. No Lot may be rented for an initial lease term of less than six months.
 - b. The maximum initial term of a lease is 12 months.
 - c. For renewals of existing leases, if fewer than five (5) lots are leased at the time the lease term or renewal term is up, the owner may

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.

extend the lease **only on a month-to-month basis**. The owner must give the tenant thirty (30) days notice, and diligently pursue vacation by the tenant including eviction proceedings as necessary, upon notification by the Association that there is a leasing waiting list and the existing lease must be terminated to allow another owner his/her turn to lease.

- d. Except as provided in Section 1.9 below (regarding hardship cases), leasing is permitted only if fewer than five lots are leased at the time the lease is entered into.
- e. The association will maintain a waiting list of owners wishing to lease their lots if at the time the owner wishes to lease his lot five (5) or more lots are leased.
- f. **No Lot Owner may advertise the lease of any Lot for a term of less than the minimum lease term.** All advertisements for the lease of a Lot must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply, up to 12 months). Daily or weekly rates (or any rate less than monthly) may not be advertised.

****It is the owner's responsibility to confirm in writing from the association the current number of leased lots prior to leasing in order to comply with the leasing cap rule. ****

- (2) No renting rooms. No Lot may be subdivided for rent purposes, and not less than an entire Lot or 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 lot, 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) 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's 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 drivers 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 lot upon request. Such information must be provided within 7 days of the Association's request.

- (7) Leasing permitted with notice only. If the owner has confirmed in writing that fewer than five (5) lots are leased at the time a lease originates or renews, the lot may be leased, or a lease may be allowed to renew month-to-month, without obtaining the board's approval. However, the owner of the leased lot must give the board written notice of the lease, or renewal in accordance with 1.3(6), above, within 7 days of the effective date of the lease or renewal.

1.4 **SCREENING OF TENANTS AND OCCUPANTS**. Prior to leasing to anyone or allowing anyone except the Lot owner, or an individual related to the owner by marriage, blood or adoption, to occupy a Lot or 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.

1.5 **EVICTON OF TENANTS**. Every lease agreement on a 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 Lot 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 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 shall be **\$50 per day that a Lot remains in violation.** 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.

1.9 BOARD APPROVAL / HARDSHIP. If five (5) or more lots are leased at the time an owner desires to lease his lot, or at the time a current lease is set to renew, the lease must have the prior written approval of the board, which will *only* be granted in the event of a hardship situation. It is the owner's duty to inquire with the association to determine how many lots are leased at any time.

(a) Hardship: The Board may approve an Owner's application to lease the Lot for a stated period of time to avoid undue 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 Lot; (2) the Lot is being administered by the deceased Owner's estate; (3) the Owner temporarily relocates and intends to return to occupy the Lot; (4) the Lot is to be leased to a member of the Owner's extended family. As further example, a hardship will not be considered to exist in situations where the Owner desires to sell his lot to move to another area of town, downsize, move to a larger home, or similar situations. The Owner's application must

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

state why a prohibition against leasing this lot 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 lot for purposes of the "five-leased lot maximum" requirement, and will be subject to all other leasing rules and dedicatory instrument provisions.

(b) 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.

After recording, please return to:

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Austin, Texas 78701

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TRAVIS COUNTY, TEXAS

May 30 2017 10:48 AM

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