

STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT TO RULES AND REGULATIONS
FOR
NORTHCAT VILLAS HOMEOWNERS ASSOCIATION, INC.

(regarding Leasing)

Document reference. Reference is hereby made to that certain Declaration of Covenants, Conditions and Restrictions for Northcat Villas, filed at Vol. 8501 Pg. 6 in the Official Records of Travis County, Texas (together with all amendments and supplements, the "**Declaration**").
Reference is further made to those "Bylaws of Northcat Villas Homeowners' Association, Inc." attached as Exhibit "H" to that Notice of Dedicatory Instruments, filed at Doc. No. 2013001878 in the Official Public Records of Travis County, Texas (together with all amendments thereto, the "**Bylaws**").
Reference is further made to that certain Amendment of Rules and Regulations of Northcat Villas Homeowners Association, Inc., filed at Doc. No. 2016007055; and those certain rules attached as Exhibits "A", "B", "C", "D", "E", "F" and "G" to that Notice of Dedicatory Instruments, filed at Doc. No. 2013001878, all in the Official Public Records of Travis County, Texas (together with all amendments and supplements, the "**Rules**").

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

WHEREAS the Association, acting through its board of directors (the "**Board**"), is authorized to adopt and amend rules and regulations and has previously adopted the Rules; and

WHEREAS the Board has voted to adopt the Leasing Policy attached hereto as Exhibit "A";

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 of the Association remain in full force and effect.

NORTHCAT VILLAS HOMEOWNERS ASSOCIATION, INC.
Acting by and through its Board of Directors

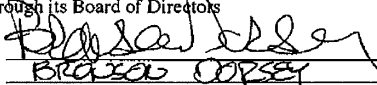
Signature: 
Printed Name: Braisag Corsey
Title: President

Exhibit "A": Leasing Policy

[Notary block on following page.]

Acknowledgement

STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was executed and acknowledged before me on the 15th day of May, 2018, by Brenden Dersey in the capacity stated above.

Phyllis M. Starr
Notary Public, State of Texas



IMPORTANT NOTE TO OWNERS AND TENANTS:

The purpose of these leasing rules is to help ensure the right to peaceable enjoyment of the community by all residents; tenants, owners, or other occupants. It is important that all owners who desire to lease their property read and follow these rules to avoid inadvertent violation.

The rules follow. Among the more important provisions are:

- *All leases must be in writing**
- *Copies of all fully-executed lease documents must be provided to the HOA prior to any occupancy by tenants or other occupants living with tenant**
- *Prior to leasing, criminal background checks must be performed by the owner on all prospective tenants and occupants.**
- *Tenants must comply with all governing documents of the HOA**
- *Owners are responsible for any violations by tenants, occupants, or their guests**
- *Owners may not participate in any rent assistance/subsidy program**

LEASING POLICY

1. **Definition of Leasing.** A Lot is deemed "leased," and its occupants deemed "tenants," for purposes of this policy and other leasing-related provisions in the governing documents, **except** when: (i) the Lot is occupied by the Lot owner, (ii) the Lot is occupied by a person immediately related to the owner by blood, marriage or adoption¹, (iii) the Lot is vacant, or (iv) 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.

2. **General Lease Conditions.** The leasing of Lots is subject to the following general conditions:
 - (1) no Lot may be rented for transient or hotel purposes or for an initial lease term of less than 6 months, except that the Board shall have the sole discretion on a case-by-case basis to grant prior written consent for a shorter lease term, but in no event may term be shorter than 30 days²;
 - (2) no Lot may be subdivided for rent purposes, and not less than an entire home may be leased;
 - (3) all leases must be in writing and must be made subject to the governing documents;
 - (4) an owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all governing documents violations by their tenants, occupants, or their guests;
 - (5) each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances; and
 - (6) an owner must provide the Association a complete and legible copy of the fully-executed lease prior to occupancy by a tenant, except that copies of leases for homes being leased at the time of this rule adoption ("Grandfathered Leases") shall be delivered to the Association within 15 days of notice that this provision has been adopted.**
 - (7) 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 the 6-month minimum lease term required by this rule (or any longer term the Owner wishes to apply, or any lesser lease term that the Board has expressly approved in writing). 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 Lot is actually leased for a period of less than the minimum lease term. Fines will be assessed in an amount determined by the board, provided that the minimum amount of fine for violation of this rule shall be the advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate), rate offered in any advertisement.

3. **Rental subsidies.** Owners may not lease Lots to tenants receiving rent assistance in the Section 8 housing program or any other rent assistance program.

4. **Screening of Tenants and Occupants; Proof of Screening.** Prior to leasing to anyone or allowing anyone except the Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a home, an Owner must assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease and all unnamed persons

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.

² For example and without limitation, the board may consider granting permission or a lease term of less than six months in instances where an owner intends to stay with a relative in need of assistance for 30-60 days, in instances where owners will be traveling for an extended period but less than six months, and other instances.

whom the Owner knows, or comes to know, are occupying or will occupy the leased home. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us for a small fee).

If a home is being leased at the time of this rule adoption, the Owner must perform the due diligence outlined above within 15 days of being sent a notice of the adoption of this provision.

An Owner must provide proof of screening within three days of a request from the Association. Owners should consult their own attorneys in determining criminal history disqualifications, but for example and without limitation, to the maximum extent allowed by law, sex offenders who are required to register as such with the Texas Department of Public Safety are not allowed to be occupants.

5. Eviction 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 his invitees to comply with the governing 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 will promptly obtain his tenant's compliance or exercise his rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this paragraph.

B. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing 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 governing 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 governing 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 governing documents against his tenant, including attorneys fees, and including costs of any eviction. 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 governing documents against the owner's tenant.

6. Grandfathered leases. All lease agreements in effect as of the date of adoption of this rule are deemed "Grandfathered Leases." Grandfathered Leases are not terminable by the Association due to an initial lease term of fewer than 6 months or participation in a rent assistance program. However, Grandfathered Leases may be renewed only in accordance with these rules. For example, if the Grandfathered Lease is one that participates in a rent-assistance program, the lease may not be renewed at the end of the lease term.

Owners leasing their Lots at the time of adoption of this leasing policy must perform the following within 15 days of notification of adoption of this policy: (i) deliver to the Association a complete legible copy of the lease agreement; and (ii) perform the due diligence related to background checks outlined in paragraph 2, above. Owners who fail to provide a copy of the lease agreement

or perform the required due diligence within 15 days of notification will not be entitled to protected Grandfathered Lease status.

After the expiration of the initial term of a Grandfathered Lease, or if the initial term has passed at the time of adoption of these leasing rules, any renewal term, the Lot and any leases for it shall be subject to all of the provisions contained within these leasing rules.

After recording, please return to:

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

File Server:CLIENTS:NorthcatVillasHOA:RuleAmendLeasing CL 12-17.docx



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

May 21 2018 09:30 AM

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