

LIFESCAPE VILLAS ON DUBLIN HOMEOWNERS' ASSOCIATION, INC.

Rule Regarding Leasing of Units

WHEREAS, Article VII, Section 7.12 of the Bylaws of Lifescape Villas on Dublin Homeowners' Association, Inc. (Exhibit "D" to the Condominium Declaration for Lifescape Villas on Dublin, A Condominium) (the "Bylaws") and Section 82.102(a)(7) of the Texas Uniform Condominium Act authorize the Board of Directors (the "Board") of Lifescape Villas on Dublin Homeowners' Association, Inc. (the "Association") to promulgate rules regulating the leasing of units in a condominium regime; and

WHEREAS, in order to protect the equity of the individual property owners at Lifescape Villas on Dublin (the "Condominium") and to preserve the character of the Condominium as a condominium project, the Board deems it necessary to promulgate and enforce rules governing the leasing of units.

NOW, THEREFORE, IT IS RESOLVED that the following rules and regulations are established by the Board for the leasing of units within the Condominium:

Leasing Restrictions

1. **Ownership Limitation.** No person or entity shall own more than one (1) Condominium Unit in the Condominium.

2. **Attribution of Ownership.** For purposes of this Rule, ownership of a Condominium Unit shall be attributed to and shall be deemed to be owned by related family members and entities in accordance with the following:

(i) A natural person shall be deemed to own a Condominium Unit owned or deemed to be owned by any natural person interrelated by blood, marriage or adoption. The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, mothers, fathers, sisters, brothers, nieces, nephews, parents, aunts, uncles and first and second cousins, and no other degree of kinship. "Marriage" shall include common law marriage as provided under Texas law.

(ii) A corporation, trust, estate or partnership shall be deemed to own a Condominium Unit owned or deemed to be owned by the shareholders, beneficiaries and partners of such entities, respectively; and

(iii) The shareholders, beneficiaries and partners of a corporation, trust, estate or partnership, respectively, shall be deemed to own a Condominium Unit owned by deemed to be owned by such entity.

3. **Existing Ownership Unaffected.** Any person or entity who owns more than one



(1) Condominium Unit in the Condominium upon the effective date of this Rule may continue to maintain such ownership interest in such Condominium Units notwithstanding this Rule; provided, however, such person or entity may not acquire any additional Condominium Units in the Condominium.

4. Acquisition of Additional Condominium Units. A person or entity who, upon the effective date of this Rule, owns one (1) Condominium Unit, may not acquire any additional Condominium Units.

5. Leasing Provisions. Leasing of Condominium Units shall be governed by the following provisions:

a. Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner for which the Owner, or any designee of the Owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of this Section, if a Condominium Unit is owned by a trust and the beneficiary of the trust is living in the Condominium Unit, that Condominium Unit shall be considered Owner-occupied rather than leased.

b. Board Consent to Lease. In order to preserve the high standards of maintenance and care of the Common Elements and to promote the leasing of Condominium Units to those individuals of good moral character and sound financial responsibility, no Condominium Unit may be leased without the prior consent of the Board and in accordance with the following provisions:

(i) Notice of Intent to Lease. Whenever the Owner of a Condominium Unit has received a bona fide offer to lease his Condominium Unit and desires to accept such offer, the Owner shall give the Board written notice of his desire to accept such offer, stating the name, address and business occupation or employment of the offeror. The Owner shall also submit a lease application in the name of each prospective adult occupant of the Condominium Unit. The Board shall have the power to adopt by resolution or rule the appropriate lease application form to be used.

(ii) Background Report. Such Owner shall require the lessee and each prospective occupant to provide the Association with such information as may be required by the Board so that the Board may conduct and obtain a background report (which may include a credit report) on the prospective lessee and each prospective adult occupant of the Condominium Unit. The Owner shall pay the Association for any costs incurred by the Association in obtaining such reports.

(iii) Approval Period. The Board shall notify the Owner of the Association's decision to approve or disapprove the proposed lease within fourteen (14) days of the Association's receipt of the background and/or credit report (the "Approval Period"). If the Board does not notify the Owner of the

Board's decision to approve or disapprove of the proposed lease within the Approval Period, such Owner shall be free to consummate the lease of his Condominium Unit, but only to the party described in the Owner's notice to the Board.

c. General. Condominium Units may be leased only in their entirety. All leases shall be in writing and must be in the form approved by the Board. There shall be no subleasing of Condominium Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Condominium Unit. All leases must be for an initial term of not less than one (1) year unless otherwise approved by the Board, in writing; provided, however, that all leases commencing subsequent to thirty (30) days from the date hereof, must be for an initial term of not less than one (1) year, without exception. Within seven (7) days after executing a lease agreement for the lease of a Condominium Unit, the Owner shall give written notice to the Board, with a copy of the lease and the name of the lessee. The Owner must make available to the lessee copies of the Declaration, Bylaws and the rules and regulations of the Association.

d. Contents of Lease. Each Owner acknowledges and agrees that any lease of his Condominium Unit shall be deemed to contain the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this resolution. Any lessee, by occupancy of a Condominium Unit, agrees to the applicability of this resolution and incorporation of the following language into the lease:

The lessee shall comply with all provisions of the Declaration, Bylaws and rules of the Association and shall control the conduct of all other occupants and guests of the leased Condominium Unit in order to ensure their compliance.

Any violation of the Declaration, Bylaws or rules and regulations by the lessee, any occupant or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the rules and regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the common elements of the Condominium Project including, but not limited to, the use of all recreational facilities and other amenities.

The lessee agrees to be personally obligated, to the extent of its rental obligations under the lease, for the payment of all assessments against the

Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of the lessee's activities including, but not limited to, activities which violate provisions of the Declaration, the Bylaws or the rules and regulations of the Association. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Upon request by the Board of Directors, the lessee shall pay to the Association all unpaid assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by the lessee; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due dates for rental payments unpaid at the time of the Board's request. All such payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make rental payments to the lessor. If the lessee fails to comply with the Board's request to pay assessments, the lessee shall pay to the Association all late charges, fines, interest and costs of collection, including, but not limited to, the same extent the lessee would be required to make such payments to the Association if the lessee were the owner of the Condominium Unit during the term of the lease and any other period of occupancy by the lessee.

e. Compliance with Condominium Instruments. Each Owner shall cause all occupants of his or her Condominium Unit to comply with the Declaration, Bylaws and the rules and regulations of the Association and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Condominium Unit are fully liable and may be personally sanctioned for any violation.

In the event that the lessee, or a person living with the lessee, violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Condominium Unit. Any occupant charged with a violation of the Declaration, Bylaws or rules and regulations is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be assessed as an assessment against the Condominium Unit and the Owner, such being deemed an expense which benefits the leased Condominium Unit and the Owner thereof.

f. Applicability. This resolution shall not apply to any leasing transaction entered into by the holder of any first mortgage on a Condominium Unit who becomes the Owner of a Condominium Unit through foreclosure or any other means pursuant to the

satisfaction of the indebtedness secured by such mortgage; provided, however, that it shall apply to any leases by any purchaser from such mortgagee and any successor to such a purchaser.

2. Non-compliance. Any lease of a Condominium Unit entered into without complete and full compliance with the terms herein including, without limitation, the requirement that any notice of intent to lease a Condominium Unit must be accompanied by the background report and the lease application as required herein, shall be deemed void and of no force and effect and shall confer no title or interest in a Condominium Unit to the purported lessee, except as may be otherwise provided in the Declaration. Should any Owner desiring to lease his Condominium Unit fail to provide the Association with the background report and/or lease application required herein, the Owner's notice of his intent to lease will be deemed incomplete and the Association may disapprove and refuse to allow the lease. Any subsequent lease where notice is deemed ineffective shall be void and of no force and effect and shall confer no title or interest in a Condominium Unit to the purported lessee.

3. Percent of Condominium Units Leased. Upon the effective date of this Rule, if the leasing of a Condominium Unit causes the total Condominium Units being leased to be more than twenty percent (20%) of the total Condominium Units in the Condominium Project, the Association may deny an Owner's lease of his or her Condominium Unit.

IT IS FURTHER RESOLVED that this Rule is effective upon adoption hereof and publication to the Owners, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing Rule was adopted by the Board at a meeting of same held on Aug. 15, 2005, and has not been modified, rescinded or revoked.

DATE: 9-12-, 2005

Sammy Wardell
President

PRESOLEASING-OWNERSHIP.LIFESCAPEVILLASONDUBLIN

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Cynthia Figueroa Calhoun

Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS

September 29, 2005 10:30:54 AM

FEE: \$71.00

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DUBLIN PARKING SPACE ASSIGNMENT

UNIT#	SPACE#	UNIT #	SPACE#	UNIT#	SPACE#
		173	35	261	46
101	1	175	38		
103	2	177	40		
105	3	179	41		
107	4	181	39		
109	5	183	42		
111	6	185	44		
113	7	187	43		
115	8	201	74		
117	9	203	73		
119	10	205	72		
121	11	207	71		
123	12	211	70		
125	13	213	68		
127	14	215	69		
129	16	217	67		
131	17	219	66		
133	15	221	64		
135	18	223	65		
137	20	225	63		
139	21	227	62		
141	19	229	61		
143	22	231	60		
145	24	233	59		
147	25	235	58		
149	23	237	57		
151	26	239	56		
153	28	241	55		
155	27	243	54		
157	29	245	52		
159	30	247	53		
161	32	249	51		
163	33	251	50		
165	31	253	48		
167	34	255	49		
169	36	257	47		
171	37	259	45		