

STATE OF TEXAS §

COUNTY OF TRAVIS §



OTHER

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2007140932

**RULES AND REGULATIONS FOR
SPRINGBROOK GLEN HOMEOWNERS ASSOCIATION, INC.
(Leasing Rules)**

WHEREAS the Springbrook Glen Declaration of Covenants, Conditions and Restrictions is filed and recorded in Volume 12875, Page 243 of the Real Property Records of Travis County, Texas (together with all amendments thereto, the "Declaration");

WHEREAS the Springbrook Glen Homeowners Association, Inc. (the "Association") has the authority under Article 5.04(A) of the Declaration to adopt rules and regulations, not in conflict with the Declaration, as it deems proper;

WHEREAS the Association has previously adopted various Rules and Regulations, including but not limited to those filed as Document Numbers 2003151247 and 2006144848 of the Official Public Records of Travis County, Texas; and

WHEREAS the Association desires to adopt additional Rules and Regulations relating to the leasing of lots and residences within the Springbrook Glen subdivision, and at a duly called and noticed meeting of the Board of Directors for the Association the Rules and Regulations outlined below were approved by the requisite number of votes;

THEREFORE the Association does hereby ADOPT the following additional Rules and Regulations:

Leasing Rules

1. Leases in Writing. Lot and residences may be leased only by written agreement, a copy of which must be provided to the Association within five days of the effective date of the lease.
2. Pre-screening of Potential Tenants and Occupants; Proof of Screening; Fines. Prior to leasing to anyone or allowing anyone except the Owner or an immediate family member to occupy the Owner's residence, an Owner must exercise due diligence not to lease or allow occupancy to a person who has a conviction or deferred adjudication history of a crime involving attempted or actual serious physical harm to a person or a felonious crime against property. These crimes include, but are not limited to, murder, felonious assault, rape, molestation, sexual assault, indecency with a child, kidnapping, and arson. The Owner has responsibility to determine the best way to exercise this due diligence. As part of the Owner due diligence, the Owner must obtain a report based on Texas Department of Public Safety criminal records, as well as take any other actions needed to prudently screen his prospective tenants and occupants for criminal history. (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us). Owners must

provide proof of such screening to the Association within five days of being requested to do so. Owners failing to perform pre-screening of any tenant or occupant prior to their occupying a residence, or who otherwise violate these Leasing Rules, may be subject to fines, at the sole discretion of the Board.

3. Screening of Existing Tenants and Occupants. If an Owner, at the time of adoption of these Leasing Rules, is currently leasing his lot or residence, the Owner must perform the due diligence outlined in section 1 above within 15 days of being sent a notice of the adoption of these Leasing Rules. If such due diligence reveals that a tenant or occupant has a prohibited criminal history, the Owner must terminate the occupancy of such tenant or occupant at the earliest time allowed under the lease. Owners must provide the Association a copy of any lease in existence at the time of adoption of these Leasing Rules within five days of being requested to do so.
4. Tenants and Occupants Must Comply with Governing Documents; Owners Responsible; Mandatory Lease Language. All tenants and occupants of a lot or residence are required to abide by the restrictions contained in the Declaration, the Bylaws, and the Rules and Regulations (collectively, the "Governing Documents"), including any changes to such provisions made after the date of the lease. Owners are responsible for ensuring that all tenants and occupants are aware of the current restrictions and that they may be modified at any time. ***If a tenant or occupant should violate any of the restrictions contained in the Governing Documents, the Association may hold the owner responsible for such violation to the same extent as if the owner had committed the violation.*** The owner is responsible for drafting any lease agreements in such a manner that he can ensure tenants and occupants comply with the Governing Documents and that he has adequate remedies against such persons in case the owner is held responsible for a violation. ***Said lease agreements shall include, at a minimum, that the right of occupancy granted thereunder is granted in consideration of: (A) the tenant representing that neither he nor any other occupant of the residence has or will have a conviction or deferred adjudication history of a crime enumerated in section 1 above; (B) all tenants and occupants abiding by the restrictions contained in the Governing Documents; and (C) tenant agreeing that, should tenant or any occupant be found by the Association to have a prohibited criminal history or to have substantially or repeatedly violated the restrictions, such finding shall constitute a material breach of the lease and the lease shall immediately terminate and the residence and lot must be vacated.***
5. Eviction. If a lease is terminated under section 3 above and a tenant or occupant fails to vacate the residence, the owner shall take immediate steps to evict such holdover tenants or occupants. Should an owner fail to bring such an eviction action within seven days of being requested to do so by the Association, the Association shall have a right, but not the obligation, to evict all holdover tenants and occupants. 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 residence and lot 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 residence and lot to the owner and shall not enter the residence. The owner will be responsible for all costs associated with such

eviction. Each owner hereby irrevocably appoints the Association as his attorney-in-fact to have the right, but not the obligation, to effectuate such termination of occupancy rights and eviction of holdover tenants and occupants.

6. Single-Family Only; No Partial Leases; Minimum Term. Residences and lots may not be leased other than for use as a single-family residence consistent with the restrictions contained in the Governing Documents. A lease may not convey less than the full right of occupancy to the whole lot and residence. Leasing of only a portion of a lot or residence is prohibited. All leases must provide for a term not shorter than six (6) months.
7. Definition of "Lease": A lot and residence is deemed "leased" for purposes of these Leasing Rules whenever the lot or residence is occupied other than by the owner and/or his immediate family members, irrespective of whether there is a written agreement between the owner and the occupant or whether any financial consideration has been provided for the right of occupancy.

AGREED TO and ADOPTED this 15 day of May, 2007.

Springbrook Glen Homeowners Association, Inc.

Paul D. Clutts

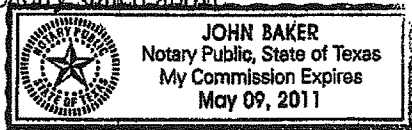
By: PAUL D. CLUTTS

Title: PRESIDENT

Acknowledgement

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of July, 2007, in the capacity stated above.



John Baker
Notary Public, State of Texas

After recording, please return to:
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Austin, Texas 78701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

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DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS