

10/26/2011 08:44:58 AM

201100279537  
CT 1/5

**CERTIFICATE OF RECORDATION**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, that certain Condominium Declaration for Georgetown on Hillcrest dated November 16, 1984 was filed for record in Volume 84236, Page 3473, of the Real Property Records of Dallas County, Texas; and

WHEREAS, by amendment dated effective August 27, 2002, and recorded as Instrument No. 2027947 at 2002 200 0164 in the Real Property Records of Dallas County, Texas, the name of the project was changed to The Williamsburg Condominium Association (the "Association"); and

WHEREAS, the Association desires to file the Rules Governing Leasing and Sale of Units attached hereto as Exhibit "A";

NOW, THEREFORE, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the instrument attached hereto on behalf of The Williamsburg Condominium Association.

EXECUTED effective as of the 20<sup>th</sup> day of October, 2011.

**THE WILLIAMSBURG CONDOMINIUM ASSOCIATION,  
a Texas non-profit corporation**

By: *Victor Bosnich*  
Victor Bosnich  
Authorized Representative

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of October, 2011, by Victor Bosnich, authorized representative of Williamsburg Condominium Association, a Texas non-profit corporation, on behalf of said corporation.

*Lori Welsh*  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Veracity, Inc.  
1401 N. Central Expressway  
Suite 345  
Richardson, TX 75080



## WILLIAMSBURG CONDOMINIUM ASSOCIATION

### Rules Governing Leasing and Sale of Units

WHEREAS, Section 5.3(b) of the Bylaws for the Williamsburg Condominium Association, Inc. and Section 82.102(a)(7) of the Texas Uniform Condominium Act authorizes the Board of Directors (the "Board") to promulgate rules regulating the leasing and sale of units; and

WHEREAS, in order to protect the equity of the individual property owners at Williamsburg Condominium Association, Inc. (the "Association"), to preserve the character of the Association as a quality condominium project, and to help secure the safety of the Association's residents and property, the Board deems it necessary to promulgate and enforce rules governing the leasing and sale of units.

NOW, THEREFORE, IT IS RESOLVED that the following rules and regulations (the "Rules") are established by the Board for the leasing and sale of Units within Williamsburg Condominiums (the "Condominium Project"):

#### Leasing Rules

The leasing of Units henceforth shall be governed by the following provisions:

1. Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a Unit by any person or persons 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 Unit is owned by a trust and a beneficiary of the trust is living in the Unit, that Unit shall be considered Owner-occupied rather than leased. For purposes of this Section, the term "leasing" includes sub-leasing, the assignment of a lease, the renewal of a lease, or the amendment of a lease.

2. Prohibited (Void and Voidable) Leases. The lease arrangements described in this paragraph 2 are strictly prohibited. Any lease entered into in violation hereof after these Rules become effective shall be deemed void and of no force and effect and shall confer no title or interest in a Unit to the purported lessee(s).

A. Leasing under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).

B. Leasing for a term of less than one (1) month. No transient tenants may be accommodated in a Unit.

C. Leasing to any person: (i) convicted of a felony crime of any degree if such crime involved the commission of a violent act or (ii) convicted of theft, bodily injury to another person, manslaughter, a sex-related offense or drug-related offense.

D. Leasing to any person who the Unit Owner knows or reasonably should know is engaging in conduct that would constitute an offense described in paragraph C within the premises of the leased Unit or on any other part of the Condominium Project or who is permitting another adult to whom a lease would not be permitted under these Rules to occupy the Unit.

If, during the term of any lease, circumstances arise or become known such that the lease would have been void under this Paragraph 2 had such circumstances existed or been known prior to such lease commencing, such lease shall be voidable thereafter by the Unit Owner and by the Board (or by either).

3. Submission of Lease and Background Report to Board. In order to ensure that these Rules may be enforced efficiently, the following Rules shall apply:

A. Lease and Background Report to Be Provided to Board. When a Unit Owner has received a bona fide offer to lease his Unit and desires to accept such offer, and not less than five (5) business days before the effective date of the proposed lease, the Owner shall provide the Board with: (i) a copy of the proposed lease agreement and the names and addresses of the proposed tenants and all proposed adult occupants of the Unit, and (ii) a criminal background report for each of the proposed tenants and other adult occupants.

B. Commencement of Lease. No lease may commence sooner than five (5) business days after the Unit Owner has complied with the provisions of the previous subsection A.

C. Execution of Power of Attorney. Within ten (10) business days after a lease commences, each Unit Owner shall execute a Power of Attorney document appointing the Association, acting through its Board, as its agent as required by paragraph 5 of these Rules.

D. Leases in Effect upon Enforcement of Rules. Any Unit Owner who is currently leasing his or her Unit when these Rules become effective shall provide a copy of the lease and the name of the lessee(s) and any other adult occupant(s) of the Unit to the Board within thirty (30) days after publication of these Rules to the membership.

4. Contents of Lease. All leases entered into after these Rules become effective (including a renewal of an existing lease after these Rules take effect) shall be in writing and shall contain the following provisions:

A. Compliance Provision. The lessee(s) shall agree to comply with all provisions of the Declaration, Bylaws and Rules and Regulations of the association and shall agree to control the conduct of all other occupants and guests of the leased Unit in order to ensure their compliance therewith. In the event that the lessee(s) or other adult occupant(s) of the Unit violate any provisions of the Declaration, Bylaws or Rules and Regulations of the association for which a fine is imposed, the lessee(s) shall agree to pay such fine.

B. Event of Default Provision. In addition to any other events of default under the proposed lease agreement, the following shall be events of default under the lease, and in addition to other remedies, shall authorize the Unit Owner to terminate the lease immediately and without liability and to evict the lessee(s) and any other adult occupant(s) in accordance with Texas law: (i) any violation of the provisions of the Declaration, Bylaws or Rules and Regulations, by the lessee(s) or other adult occupant(s) of the Unit, or (ii) any criminal activity or conduct identified in paragraph 2 of these Rules being engaged in by the lessee(s) or other adult occupant(s) of the Unit.

5. Appointment of Association as Agent. To further facilitate the enforcement of these Rules, each Unit Owner who leases a Unit shall grant to the Association, acting through its Board, the power and authority of enforcement against the lessee(s) or other adult occupant(s) of a Unit for breaches resulting from the violation of any provision of the Declaration, Bylaws and the Rules

and Regulations of the Association, including the power and authority to evict the lessee(s) or other adult occupant(s) as attorney-in-fact for the Unit Owner. The Board may promulgate a form of Power of Attorney to be signed by each Unit Owner who leases a Unit.

6. Condominium Instruments, Rules and Regulations to Be Provided. Each Unit Owner must make available to the lessee(s) copies of the Declaration, Bylaws and the Rules and Regulations of the Association. The lessee(s) shall be responsible for making copies of the Declaration, Bylaws and the Rules and Regulations of the Association available to any other adult occupant(s) of the Unit.

7. Enforcement. Each Unit Owner shall cause all lessees and other adult occupants of the Owner's Unit to comply with the Declaration, Bylaws and the Rules and Regulations of the Association. Each Unit Owner shall be responsible for all violations and fines resulting therefrom and for all losses or damage resulting from violations by such lessees and other adult occupants, notwithstanding any liability of such lessees and other adult occupants of the Unit under the lease agreement. Such liability shall be joint and several as between the Unit Owner, all lessees and other adult occupants of a Unit. Unpaid fines shall constitute a lien against the Unit. In the event the Association proceeds to evict a lessee or other adult occupant of a Unit, any costs, including attorney's fees and court costs, associated with the eviction shall be assessed against the Unit Owner and the Unit, such being deemed an expense which benefits the leased Unit and the Owner thereof. The Association shall have a lien for all court costs, attorneys' fees, fines, expenses, damages and interest upon the Unit of the of the violator and upon all of the Unit Owner's additions and improvements thereto.

### **Sale Restrictions**

The sale of Units henceforth shall be governed by the following provisions:

1. Prohibited (Void) Sales. Any sale to a person who has been: (i) convicted of a felony crime of any degree if such crime involved the commission of a violent act or (ii) convicted of theft, bodily injury to another person, manslaughter, a sex-related offense or drug-related offense is strictly prohibited and shall be void and of no force and effect and shall confer no title or interest in a Unit to the purported purchaser.

2. Submission of Background Report to Board. In order to ensure that these Rules may be enforced efficiently, the following Rules shall apply:

A. Background Report to Be Provided to Board. When a Unit Owner has received a bona fide offer to purchase his Unit and desires to accept such offer, and not less than five (5) business days before the closing date, the Owner shall provide the Board with: (i) the name(s) and address(es) of the proposed purchaser(s) of the Unit, and (ii) a criminal background report for each of the proposed purchaser(s) of the Unit.

B. Transfer of Ownership. No Unit may be conveyed sooner than five (5) business days after the Unit Owner has complied with the provisions of the previous subsection A.

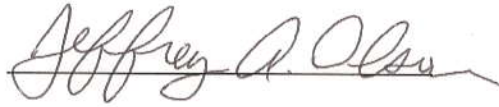
3. Condominium Instruments, Rules and Regulations to Be Provided. Each Unit Owner must make available to the proposed purchaser(s) copies of the Declaration, Bylaws and the Rules and Regulations of the Association. The new Unit Owner shall be responsible for making copies of the Declaration, Bylaws and the Rules and Regulations of the Association available to any other adult occupant(s) of the Unit.

4. Enforcement. In the event the Association determines that a Unit has purportedly been sold to a purchaser in violation of these Rules, or in the event the Association seeks to prevent a proposed sale of a Unit in violation of these rules; any costs, including attorney's fees and court costs, associated with declaring the sale to be void, preventing the sale, evicting purported purchaser(s), or otherwise enforcing these Rules shall be assessed against the Unit Owner and the Unit, such being deemed an expense which benefits the Unit and the Unit Owner thereof. The Association shall have a lien for all court costs, attorneys' fees, fines, expenses, damages and interest upon the Unit and upon all of the Unit Owner's additions and improvements thereto.

IT IS FURTHER RESOLVED that these Rules are 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 forgoing Rules were adopted by the Board at a meeting of the same held on October 13, 2011 and have not been modified, rescinded or revoked.

Date: October 13, 2011



Jeffrey A. Olson      President

Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
10/26/2011 08:44:58 AM  
\$32.00



201100279537