

**WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC.
LEASING RULES AND REGULATIONS**

Pursuant to the Texas Non-Profit Corporation Act, the following Resolution is hereby adopted by the undersigned, being all of the members of the Board of Directors (the "Board") of Willowbridge Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Willowbridge (the "Declaration") dated July 22, 1992, and recorded on July 23, 1992, in the Real Property Records of Harris County, Texas, under Clerk's File No. N779212, encumbers the real property known as the Willowbridge Subdivision (the "Subdivision") and being more particularly described therein, to the covenants, conditions, restrictions, easements, liens, charges, assessments and equitable servitudes set forth in the Declaration; and *lee*

WHEREAS, the Association was established to be the governing entity under the Declaration; and

WHEREAS, Article IV, Section 4.03 of the Declaration provides various restrictions upon the leasing of property within the Subdivision; and

WHEREAS, Article IV, Section 4.08 of the Declaration provides that the Board shall have the right to adopt, publish and enforce rules and regulations governing the Subdivision, the use and enjoyment of the common area, the recreational common area and any facilities thereon, and the personal conduct thereon of the owners, their guests, invitees, members of their families or households and tenants and that any such rules and regulations will not be effective until written notice thereof has been given by mailing a copy thereof, postage prepaid, at least ten (10) days before the effective date of the rules and regulations, to the owner's address last appearing on the books of the Association; and

WHEREAS, the Board finds that there is a need to clarify and supplement the covenants and restrictions concerning leasing of property within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the following rules and regulations are adopted by the Board and these rules and regulations are to be known as the "Leasing Rules and Regulations" of the Subdivision and shall serve as rules and regulations in connection with the leasing of property within the Subdivision:

1. **POLICY OBJECTIVE.** These Leasing Rules and Regulations have been established to clarify and supplement the covenants and restrictions found in the Declaration concerning leasing of property within the Subdivision in an attempt to facilitate cooperation by all owners for the betterment of the Subdivision.

2021-09-08

2. LEASING RULES AND REGULATIONS.

- (A) Use of Common Area. Any owner who rents or leases or lends out (herein, collectively or singularly referred to as "lease") his lot within the Subdivision shall not be entitled to use and enjoy any recreational or other common facilities on the common area during the period the lot is occupied by such tenant, unless such owner also owns another lot within the Subdivision which is not leased to a tenant.
- (B) Leasing. No owner shall lease less than an entire lot and no more than one family shall live on any one lot. The lots shall not be leased for hotel or transient purposes and no rental agreement, lease or other agreement (herein, collectively or singularly referred to as "lease agreement") shall be made for a period of less than one hundred twenty (120) days. Subject to these rules and regulations, owners shall have the right to lease their lots, provided that any lease agreement between an owner and the occupant shall be in writing and shall provide that it is in all respects subject to the provisions of the Declaration, the Bylaws of the Association (the "Bylaws"), the Rules and Regulations of the Association (the "Rules and Regulations") and any other rules the Association may adopt from time-to-time (collectively, the "Governing Documents") and that any failure by the tenant to comply with any provisions in the Governing Documents shall be a default under the lease agreement. However, the failure of any lease agreement to so provide same shall not excuse any person from complying with the provisions of the Governing Documents. The lease agreement must contain the following wording or similar wording acceptable to the Board: "Tenant will abide by the Rules and Regulations for Willowbridge, as amended, the Declaration of Covenants, Conditions and Restrictions for Willowbridge, as amended, and the Bylaws of Willowbridge Homeowners Association, Inc. Failure to comply with the foregoing documents or other rules adopted with respect to Willowbridge shall constitute a default by Tenant under this Lease."
- (C) Notice to Association. In the event an owner shall lease his lot, such owner shall, prior to move in, give to the Association's managing agent in writing:

(i) the name and birth date of the tenant and all of the occupants and the lot leased;

(ii) the current address of the owner;

(iii) a true and complete copy of the lease agreement; and

(iv) a Certification of Compliance With Leasing Rules and Regulations (available from the Association's managing agent) providing, among other things, that the tenant has been given a copy of all of the Governing Documents, any applicable amendments and that such tenant has been advised of any obligations he may have thereunder as a tenant.

(D) No Release. In no event shall any lease agreement release or relieve an owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease agreement.

(E) Screening. Each owner is responsible for proper screening of any tenant and the Association is relying on the owner to undertake such screening. **Notwithstanding the screening required hereunder, the Association has no responsibility or liability for the actions of any tenant or other occupant.** The following screening must be undertaken as to any prospective tenant:

(i) Criminal History. Each owner is required to obtain a representation from each prospective adult tenant that they have not been convicted of a felony and each owner is required to perform a criminal history check on each such adult tenant leasing the owner's unit. This criminal history check can be with as many counties or states as the owner desires; however, at the very least, a criminal history check is required to be performed within Harris County, Texas. Additionally, if the tenant's immediately preceding address was not in Harris County, Texas, a criminal history check must also be performed in the county that the tenant resided prior to moving to Harris County, Texas. Additionally, each owner will be required to make a written inquiry of each such adult tenant to whom the owner leases whether the adult tenant has been convicted of a felony. Owners are prohibited from

knowingly leasing to any adult tenant(s) that have been convicted of a felony.

(ii) Prior Leasing History. In order to minimize problems, it is necessary that each owner refrain from leasing his or her lot to any prospective tenant with an unacceptable prior leasing history. References on each prospective tenant should be obtained and thoroughly checked by each owner. At the very least, any applicant for leasing that has a history of being evicted for non-monetary reasons must not be allowed to lease the lot.

Disclaimer. REGARDLESS OF THE CRITERIA FOR EACH TENANT SET FORTH ABOVE, THE ASSOCIATION IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY TENANT.


(F) Compliance with Laws. Owners, tenants, occupants and their guests and invitees must at all times comply with all laws, rules and ordinances.

3. **ENFORCEMENT.** Please remember that the Association has the authority under the Declaration and Texas law to enforce these rules and regulations. The Board reserves the right to take any authorized action against any owner or resident that is in violation of these rules and regulations. These measures may include, but are not necessarily limited to filing a lawsuit against the owner or resident for injunctive relief, as well as damages and statutory fines. Additionally, the Board reserves the right to charge a fine. Obviously, the Board does not desire to engage in the expense and aggravation which litigation entails; however, if an owner or resident does not adhere to these rules and regulations, the Board has no choice. Please comply with this rules and regulations and any unnecessary problems can be avoided.

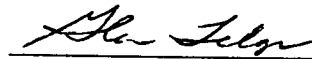
509-56-1748

IT IS FURTHER RESOLVED THAT, these Leasing Rules and Regulations are effective ~~June~~ ^{July} 22, 2004, to remain in force and effect until revoked, modified or amended by the Board.


Fred Edler, Director


Peter Lehle, Director


Andrew Mears, Director


Glen Telge, Director

589-56-1741

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUL 27 2004




COUNTY CLERK
HARRIS COUNTY, TEXAS

NOTICE
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INSTRUMENT TO RECORD ADDITIONAL DEDICATORY INSTRUMENT

This Instrument is being recorded by WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") pursuant to Section 202.006 of the Texas Property Code.

Section 202.006 of the Texas Property Code requires a property owners' association to record each dedicatory instrument in the real property records of the County in which the property to which the dedicatory instrument relates is located, if such instrument has not previously been recorded.

Pursuant to Section 202.006 of the Texas Property Code, the Association caused various dedicatory instruments to be attached to a document entitled "Instrument to Record Dedicatory Instruments" (the "Instrument") dated December 28, 1999, and further caused the Instrument to be recorded in the Real Property Records of Harris County, Texas, under Clerk's File Number U147825.

The Board of Directors of the Association recently adopted Leasing Rules and Regulations governing the Willowbridge Community.

Pursuant to Section 202.006 of the Texas Property Code, the Association does hereby record such Leasing Rules and Regulations, a copy of which is attached hereto. Note that the Leasing Rules and Regulations attached hereto are subject to amendment pursuant to the amendatory procedures applicable thereto.

Executed on the 22ND day of JULY, 2004.

WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: *Glen Telge*
Name: GLEN TELGE
Title: PRESIDENT

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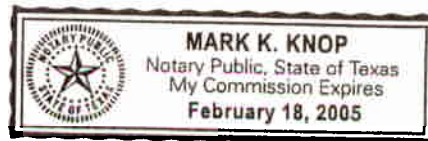
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on JULY 22, 2004, by GLEN TELGE, President of WILLOWBRIDGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, for and on behalf of said corporation.

Mark K. Knop
Notary Public, State of Texas

AFTER RECORDING, RETURN TO: //

Hoover Slovacek LLP
5847 San Felipe, Suite 2200
Houston, Texas 77057
File No. 121879-59



**FILED FOR RECORD
8:00 AM**

JUL 27 2004

Dorely B. Keyman
County Clerk, Harris County, Texas

589-56-1736