



PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED
LEASING POLICY 7/27/2016

WHEREAS, the Board of Managers (the "Board") of Prestonwood Country Club Condominium Association, Inc. (the "Association"), has the duty to enforce owners and tenants compliance with the Declaration for Prestonwood Country Club Condominium Association, filed of record at Volume 77112, Page 0006, Condominium Records, Dallas County, Texas (the "Declaration"), as may be amended and/or supplemented from time to time, the Bylaws of Prestonwood Country Club Condominium Association, Inc. (the "Bylaws"), as may be amended and/or supplemented from time to time, and any rules and regulations or policies of the Association (collectively, the Association's "Governing Documents"), and

WHEREAS, Section 82.102(a)(7) of the Texas Uniform Condominium Act authorizes the Board to adopt and amend rules, regulations, the use, occupancy, leasing or sale of Units and common elements; and

WHEREAS, the Board deems it necessary and in the best interest of the Owners, to promulgate and enforce certain additional rules governing the use, occupancy, leasing or sale of the Units within Prestonwood Country Club Condominiums.

NOW, THEREFORE, IT IS RESOLVED that the Association hereby adopt the following Amended and Restated Leasing Policy ("Policy") which shall run with the land and be binding on all of the Units within Prestonwood Country Club Condominiums. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

1. **Community-wide lease limitation** - Currently, seventy five (75) is the maximum number of Units that may be leased, rented, licensed or let (collectively referred to as "leased"). This maximum will be reduced to fifty (50) Units as of the effective date as follows:
 - Effective 1-1-2017 no more than seventy (70) Units,
 - Effective 1-1-2018 no more than sixty five (65) Units,
 - Effective 1-1-2019 no more than sixty (60) Units
 - Effective 1-1-2020 no more than fifty five (55) Units
 - Effective 1-1-2021 no more than fifty (50) Units
 - (All to be referred to as "Limits".)
 - a. **Written requests** - To ensure that the Limits are not exceeded, prior to leasing a Unit, Owners must submit a written request to the Association Office at the following address: 15918 Club Crest #1111, Dallas, Texas 75248 or to manager@pwccca.org. A new request must be submitted each time a Unit is vacated whether as a result of expiration of a lease term, early termination of a lease, or vacancy of Unit for any reason.
 - b. **Response time** - The Association shall notify the Owner within five (5) business days of receipt of the request whether the Limits have been met and therefore, of 1) consent to lease, or 2) their position on a waiting list to be approved.
 - c. **Written consent** - Owners may not lease Units until written consent is received from the Association.

d. **Exceptions** – These Limits on leasing may not apply to the following:

- (1) **Hardship situations** – An Owner who is unable to occupy his/her unit due to financial or personal hardship may apply to lease the Unit. Even if the Limit in Paragraph 1 above has been met, the Association, in its sole discretion, may provide consent to lease.
- (2) **Lenders' foreclosures** - Limits on leasing contained in this Policy shall not apply to foreclosing first mortgagees.
- (3) **Immediate family** - Units occupied by an immediate family member of the Owner shall not be considered rental units for purposes of this policy. "Immediate family member" shall include the mother, father, daughter, son, sister, brother, grandmother, grandfather, grandson or granddaughter of the Owner.

2. **Lease requirements:**

- a. **Exclusive and for the entire Unit** – Only one (1) lease may be effective at any given time and must provide exclusive use of the entire Unit.
- b. **Minimum term** – All leases shall be guaranteed for a period of not less than one (1) year.
- c. **Exhibit A - Lease Addendum** – This details **Tenant requirements/obligations and must be attached to the lease agreement and signed by both the Landlord/Owner and the Tenant** in order for the lease to be valid.

3. **Copy of lease to Association** - A copy of the signed lease agreement must be provided to the Association Office prior to the occupancy of a Unit.

4. **No landlord-tenant relationship exists** - In no event shall it be determined that a landlord-tenant relationship exists between the Association and the occupant.

5. **Enforcement** – The RULES, Article 11. ENFORCEMENT define the recourse for the Association in the event that there are violations of this Policy.

IT IS FURTHER RESOLVED that this Policy is effective upon its recording in the real property records of Dallas County, and such shall remain in force and effect until revoked, modified or amended.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Secretary of Prestonwood Country Club Condominium Association, Inc., a Texas nonprofit corporation;

That the foregoing Leasing Policy was duly adopted at a meeting of the Board of Managers where a quorum was present held on the 27 day of July, ~~2015~~ 2016

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 27th day of July, ~~2015~~ 2016

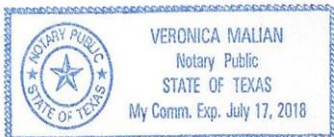
Judith Anne Lyle
Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, on this day personally appeared JUDITH ANNE LYLE, the Secretary of Prestonwood Country Club Condominium Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 27th day of July, ~~2015~~ 2016

Veronica Malian
Notary Public – State of Texas





PRESTONWOOD COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

EXHIBIT A

LEASE ADDENDUM

THIS ADDENDUM MUST BE ATTACHED TO THE LEASE AGREEMENT AND SIGNED BY BOTH THE LANDLORD/OWNER AND THE TENANT IN ORDER FOR THE LEASE TO BE VALID.

- 1. **Tenant bound by Governing Documents** - The Tenant has received, read and agrees that all occupants will be bound by the Governing Documents of the Association.

In the event the Tenant violates the Association’s Governing Documents, the Landlord/Owner will be notified in order to affect a cure. Should violations continue, the Association, in addition to remedies detailed in the RULES, Article 11. ENFORCEMENT, may take the following actions:

- a. **Prohibit lease extension** - Prohibit the Landlord/Owner from extending the lease beyond the original term.
b. **Eviction** - The Landlord/Owner has irrevocably appointed and constituted the Association as the attorney-in-fact to seek, at the Landlord/ Owner’s expense, the eviction, equitable relief and/or damages of and/or from the Tenant.

- 2. **Renter’s insurance required** - Tenant must maintain Renter’s Insurance for personal property and general liability and provide copies of current declaration pages to the Association Office upon occupancy.

- 3. **Subletting prohibited** - Tenants are not permitted to sublet.

Property Address Unit #

Tenant Name(s)

Tenant Signature Date

Landlord/Owner Signature Date