

**CERTIFICATE FOR
RECORDATION OF DEDICATORY INSTRUMENT OF
TURNBRIDGE MANOR HOMEOWNERS' ASSOCIATION, INC.**

STATE OF TEXAS §
COUNTY OF COLLIN § **KNOW ALL MEN BY THESE PRESENTS:**
§

WHEREAS, Section 202.006 of the Texas Property Code requires that "A property owners' association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relates is located."; and

WHEREAS, Turnbridge Manor Homeowners' Association, Inc., a Texas nonprofit corporation (the "Association") desires to comply with Section 202.006 by filing of record in the real property records of Collin County, Texas, the attached instrument; and

WHEREAS, the attached instrument constitutes a "dedicatory instrument" as defined by Section 202.001 of the Texas Property Code; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Turnbridge Manor Homeowners' Association, Inc., Executed by Turnbridge Manor, LTD., as Declarant, on or about November 14, 2001 and recorded on or about December 19, 2001 at Volume 5069, Page 3618 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled Declaration of Covenants, Conditions and Restrictions for Turnbridge Manor (the "Declaration") subjected to the scheme of development therein certain property located in Collin County, Texas known as Turnbridge Manor Homeowners' Association, Inc.;

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

[signature page follows]

EXECUTED this May 17, 2018

Turnbridge Manor Homeowners' Association,
Inc.,
A Texas non-profit corporation

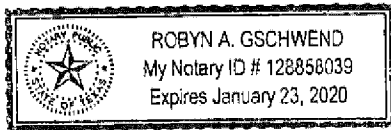
By: *Brad Henderson*
Board Member,
Turnbridge Manor
Homeowners' Association, Inc.,

STATE OF TEXAS

§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 17th day of May, 2018, by *Brad Henderson*, authorized representative of Turnbridge Manor Homeowners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Robyn A. Gschwend
Notary Public in and for the State of Texas

After Recording, Return to:
Manning & Meyers, Attorneys at Law
4340 N. Central Expressway, Suite 200
Dallas, TX 75206

**RULES AND REGULATIONS GOVERNING LEASING AND RENTAL PROPERTIES
TURNBRIDGE MANOR HOMEOWNERS' ASSOCIATION, INC.**

Effective May 17, 2018

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

The Rules and Regulations Governing Rental Properties of Turnbridge Manor Homeowners' Association, Inc. (the "Rules and Regulations Governing Leasing and Rental Properties") are made effective the 17th day of May, 2018, by Turnbridge Manor Homeowners' Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Turnbridge Manor Homeowners' Association, Inc., Executed by Turnbridge Manor, LTD., as Declarant, on or about November 14, 2001 and recorded on or about December 19, 2001 at Volume 5069, Page 3618 in the Real Property Records of Collin County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled Declaration of Covenants, Conditions and Restrictions for Turnbridge Manor (the "Declaration") subjected to the scheme of development therein that certain land located in Collin County, Texas and described in the Declaration;

WHEREAS, the Bylaws for Turnbridge Manor Homeowners' Association, Inc., have been recorded on or about December 19, 2001 at Volume 5069, Page 3669 in the Real Property Records of Collin County, Texas, including any amendments thereof and supplements thereto and entitled Bylaws of Turnbridge Manor Homeowners' Association (the "Bylaws");

WHEREAS, Pursuant to Article 3, Section 3.1 of the Bylaws of the Association, the affairs of the Association shall be governed by a Board of directors, each of whom shall have one vote.

WHEREAS, Pursuant to Article 3, Section 3.13 of the Bylaws of the Association, the Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs, and, as provided by law, may do or cause to be done all acts and things as are not directed to be done and exercised exclusively by the Voting Members or the membership generally by the Declaration, Articles of Incorporation, or the Bylaws.

WHEREAS, Pursuant to Article 3, Section 3.18 of the Bylaws of the Association and Article 9, Section 9.2 of the Declaration, the Board shall have the power to impose reasonable fines (which shall not exceed Five Hundred Dollars per occurrence) which shall constitute a lien upon the Lot of the violating Owner as provided in Article 6 of the Declaration or suspend any persons right to use the Common Area for violation of any duty, covenant, restriction or obligation imposed under the Declaration, the Bylaws, or any rules and regulations adopted by

the Board of Directors of the Association. If any occupant, guest or invitee of a Lot violates the Declaration, Bylaws, or a rule or regulation adopted by the Board of Directors of the Association, and a fine is imposed, the fines shall first be assessed against the occupant; provided however, if the fine is not paid by such occupant, guest or invitee within the time period designated by the Board, the Owner shall pay the fine upon demand from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation duly adopted by the Board of Directors of the Association shall not be a waiver of the right of the Board to do so thereafter.

WHEREAS, Pursuant to Article 3, Section 3.19 of the Bylaws of the Association, the Association, acting through the Board, may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations of the Association by self help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both or an action to foreclose the lien against any Lot. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees and expenses actually incurred.

WHEREAS, a duly called meeting of the Board of Directors of the Association took place where the Board of Directors considered the adoption of these Rules and Regulations. At said board meeting the Board voted upon and passed the following Rules and Regulations Governing Leasing and Rental Properties.

RESOLVED: that, pursuant to the Texas Property Code and that certain Declaration for Turnbridge Manor Homeowners' Association, Inc. which was filed of record on or about December 19, 2001 at Volume 5069, Page 3618 in the Land Records of Collin County, Texas (the "**Declaration**"), and any amendments thereto, and the Bylaws of the Association, the Board of Directors of the Association hereby adopt the following Rules and Regulations Governing Rental Properties which shall read as follows:

NOW, THEREFORE, the Rules and Regulations Governing Leasing and Rental Properties of the Association are hereby created and shall read as follows:

1.1- Definitions:

- a. Association- "Association" means the Turnbridge Manor Homeowners' Association, Inc.
- b. Dedictory Instruments- "Dedictory Instruments" means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, Policies, and Rules and Regulations of the Association and all amendments thereto.
- c. Homeowners- "Homeowners" means the same as Owner or Owners under these Rules and the Dedictory Instruments of the Association.
- d. Landlord- "Landlord" means the owner of the Property, even if that owner has a management company that is in charge of leasing the Property.
- e. Lease- A "lease" includes any written or oral agreement between a landlord and a tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Property.
- f. Leasing- "Leasing" is defined as the regular, exclusive occupancy of the residence on the Property 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. If the Property is owned by a trust and the beneficiary of the trust is living in the Property, that Property shall be considered Owner-occupied rather than leased.
- g. Lessee- "Lessee" shall be considered the same as Tenant for purposes of these Rules.
- h. Lease to Purchase Agreements & Contracts for Deeds- Shall be considered the same as Leasing for purposes of these Rules.
- i. Renting- "Renting" shall be considered the same as Leasing for purposes of these Rules.
- j. Tenant- "Tenant" means the person(s) authorized by the lease to occupy the residence, which would include the named lessee(s). There may be more tenants than lessees for a Property unless the context indicates otherwise.

1.2- Leasing Approved within the Association:

- a. Owners may lease their property within Turnbridge Manor Homeowners' Association, Inc. (the "Association").

1.3- Lease Submission:

- a. Homeowners leasing their property must submit a copy of the lease and a copy of the Association Rental Form to the Association within ten days of execution of the lease. The Association Rental Form must include:
 - o The name and date of birth of every adult occupant of the property;
 - o Phone number and email address of adult tenants and occupants of the property; and
 - o Criminal Background Check for each adult occupant of the Property to be leased.
 - o \$100.00 rental fee to payable to the Association.
- b. All leases must be in writing. No oral or non-written leases are acceptable. All leases must explicitly state that each lease is subject to the terms of the Dedictory Instruments of the Association.
- c. Landlords must certify the following in each Association Rental Form:
 - o The tenant and all occupants have not been convicted of a violent crime felony or assault & battery misdemeanor; and

- o The tenant and all occupants do not appear on the Federal or any State Sex Offender Registry.
- d. Homeowners currently leasing their property at the time these rules and regulations go into effect must abide by all requirements under Section 1.3a of these Rules.
- e. Owners who do not reside at Turnbridge Manor Homeowners' Association, Inc., Inc. are required to provide their current address, email address and phone number to the Association. No PO Boxes shall be allowed, only physical addresses.
- f. Any and all subleases will be treated as new leases submitted to the Association.
- g. Should the Association discover any missing information from the Association Rental Form, the Owner of the property shall be notified and shall have 30 days to supplement the Association Rental Form. Should the Association discover that a tenant or occupant violates Section 1.9 of this Policy, then the Owner shall be deemed to be in violation of this rule.
- h. Landlords must submit a new Rental Form and fee every 3 years, or if a new tenant occupies the property, whichever is sooner.
- i. Any Owner that violates this rule shall be fined \$250.00 per month.

1.4- Maximum Number of Rental Properties:

- a. No more than 10% of the properties within the Association may be leased or be rental properties.
- b. Any Owner that rents their property without Association approval causing the Association to have greater than 10% rental capacity shall incur a fine of \$500.00 per month.
- c. In the case of an owner who has occupied his property for at least a year, the Owner may submit a Hardship Petition to the Association when a condition has caused the need to rent the property. A Hardship Petition is only necessary when the total properties rented in the subdivision exceed 10% of all properties in violation of Section 1.4a of these Rules and Regulations Governing Leasing and Rental Properties.
- d. Should an Owner wish to rent their property, but doing so would violate Section 1.4a of these Rules, then that Owner may elect to have their name placed on a waiting list maintained by the Association. Owners on the waiting list shall maintain priority when currently leased properties lease expires and is not renewed by the Owner, is terminated in accordance with these Rules and Regulations, or if a current lease expires and the property is not re-leased within six (6) months of the property becoming vacant.

1.5- Qualification of Tenant:

- a. All Tenants are required to meet all qualifications as contained in these rules and regulations. A Landlord may not rent to a tenant if that tenant has not satisfied all qualifications in these rules and regulations and has not provided evidence of such qualifications to the Association.
- b. Any Owner that violates this rule shall be fined \$250.00 per month.

1.6- Occupancy Restrictions:

- a. Subject to any exception under State, Local or Federal Law, the Maximum number of persons that may occupy a property is 8. Should an owner wish to have more than 8 persons occupy a property then they may apply for a variance or hardship petition to the

Board of Directors.

- b. No person under the age of 18 years of age may reside in a home unless such residence is with a parent, legal guardian or designee in writing as such minor's parent or legal guardian. An owner must provide satisfactory proof of ages and relationship status among the occupants of such owner's property upon the request of the Association.
- c. No property may be occupied by a person who constitutes a threat to the health or safety of other persons, or whose occupancy could result in physical damage to the property of others.
- d. Rentals of less than 100 percent of the property are prohibited. No fraction or part of a residence may be leased.
- e. In the case of a tenant who wishes to lease their property in violation of this rule, the owner may submit a Hardship Petition to the Association when a condition has caused the need to rent the property. Reasonable accommodations shall be made to all tenants in compliance with the Federal Fair Housing Act and all applicable State and Federal Laws.
- f. Any Owner that violates this rule shall be fined \$250.00 per month.

1.7- Minimum Rental Period:

- a. No owner may rent their property for a term of less than six months unless otherwise approved by the board in writing.
- b. Daily, Weekend, Weekly and Monthly rentals are hereinafter prohibited.
- c. End of current lease carryover month-to-month terms are permitted if the lease, which has reached its stated end date, had a one year or greater original term, and the month-to-month carryover does not last more than six months.
- d. Any Owner that violates this rule shall be fined \$500.00 per month.

1.8- Business Use:

- a. No business, trade or similar activity may be conducted in or from any Lot, except that an Owner or Resident residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (ii) the business activity conforms to all zoning requirements for the Property, (iii) the business activity does not noticeably increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the Association, (iv) the business activity does not involve door-to-door solicitation of residents of the Association, (v) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents.
- b. Any Owner that violates this rule shall be fined \$250.00 per month.

1.9- Tenants with Criminal Backgrounds:

- a. No owner may rent their property to a tenant or occupant that has been convicted of any felony or misdemeanor crime involving violence; crimes against persons: use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor; stalking; terrorism; or
- b. No owner may rent their property to a tenant or occupant that is a registered sex

offender. For purposes of this provision, a "registered sex offender" is a person who is registered as a Level 3 (High Risk) or Level 2 (Moderate Risk) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future), or pursuant to any other law of the State of Texas, or any local municipal or county ordinance, or pursuant to any other state or federal law or regulation. "Registered sex offender" for purposes of this Section also includes a person who is required to register as a sex offender and who is required to have a risk assessment but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.

- c. Tenants who have been found guilty of one or more of the criminal offenses outlined in Section 1.9a above may reside within the Association twenty years after the expiration of the associated probationary period and/or parole period associated with their offense. This includes person(s) who have received deferred adjudication and/or have not yet satisfied the probationary period of a deferred adjudication for any of the above mentioned offences. This provision does not apply to tenants or occupants that have been found guilty of a crime in violation of Section 1.9b above. Tenants or occupants in violation of Section 1.9b above may never occupy or rent a property within the Association.
- d. Any owner that violates this rule shall incur a fine of \$250.00 per month.

1.10- Compliance with Association Rules & Regulations:

- a. Each Landlord must provide their Tenant with a copy of the Association Declaration, Bylaws and any and all Rules and Regulations of the Community. For the purposes of this provision, Landlords may comply by providing digital copies to their Tenants.
- b. All Tenants must comply with the Declaration, Bylaws and Rules and Regulations of the community. A statement requiring such must appear in the Tenant's lease. Owners are subject to being fined for failure of their Tenants to abide by the Declaration, Bylaws and Rules and Regulations of the Community.
- c. Each Owner shall be responsible for all violations and losses or damage resulting from violations by tenants, guests or occupants of that owner's property. Notwithstanding the fact that such tenants or occupants are fully liable and may be personally sanctioned for any violation.
- d. When the Association notifies an owner of his tenant's violation, the Owner shall promptly obtain his tenants compliance or exercise his rights as a landlord for the tenant's breach of the lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the association has the power and right to pursue the remedies of a landlord under the lease or state law for the default in the lease, including eviction of the tenant. In the event the Association proceeds as agent and attorney in fact and on behalf of the Owner, to evict the tenant and occupants, any costs, including attorney's fees and court costs, associated with the eviction may be assessed as an Individual Assessment against the Property.
- e. The Owner of a leased Property is liable to the Association for any expenses incurred by the association in connection with enforcement of the Dedicatory Instruments against that owner's tenant.
- f. Each OWNER HEREBY APPOINTS THE ASSOCIATION AS THE OWNER'S ATTORNEY IN

FACT FOR THE PURPOSES OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF THE OWNER'S PROPERTY AS THE BOARD OF DIRECTORS MAY DEEM NECESSARY TO ENFORCE COMPLIANCE WITH THE DEDICATORY INSTRUMENTS OF THE ASSOCIATION.

- g. A Landlord may not use the Amenities of the Association if that Landlord's Tenant is using the amenities.
- h. A Homeowner that is delinquent in any fines, assessments, collection costs or fees owing to the Association and fails to cure the delinquency with 60 days after written notification will have their Authority to Rent terminated and may be subject to additional fines and penalties under these Rules and Regulations.
- i. Any owner that violates this rule shall incur a fine of \$100.00 per day and is subject to having their ability to rent their property within the Association revoked.
- j. Multiple violations and fines thereon are limited in aggregate to \$1,000.00 per month.

2.0- Contents of Lease:

- a. Each Owner acknowledges and agrees that any lease of a Property shall be required to contain the following language and that if such language is not expressly contained in the lease, then such language shall be deemed as being incorporated into the lease. Any lessee/tenant, by occupancy of a residence, agrees to the incorporation of the following language into the lease:

The tenant (lessee) named in this lease and all occupants of the leased Property shall comply with all provisions of the Dedicatory Instruments of the Association and shall control the conduct of all other occupants and guests of the leased residence in order to ensure their compliance.

Any violation of the Dedicatory Instruments of the Association, federal or state law, or local ordinance by the tenant (lessee), by any occupant, by any person living with the lessee, or by any invitee of the tenant 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 its Board of Directors, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Dedicatory Instruments of the Association, including the power and authority to evict the lessee and occupants as the 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 Area including, but not limited to, the use of all recreational facilities and other amenities.

- b. Any lease entered into without complete and full compliance of the Dedicatory Instruments of the Association and without compliance with these Rules and Regulations Governing Leases and Rental Properties shall be deemed void and of no force and effect and shall confer no interest in a Property or residence to the purported tenant or lessee.
- c. Any owner that violates this rule shall incur a fine of \$250.00 per month.

3.0- Indemnity & Representation

- a. The requirements within the above Rules and Regulations Governing Leasing and Rental Properties do not constitute a guarantee or representation to other owners within the Association that persons residing within the Community have not been convicted of a crime or are subject to deferred adjudication for a crime.
- b. All current and future owners, residents, guests and invitees understand and agree that the Association and its Directors, Officers, Representatives, Agents, Employees and Attorneys have no obligation to, and will not take any affirmative action to, perform any checks or investigations to determine if owners, occupants or tenants have Criminal Background.
- c. Each owner, resident, tenant and occupant understands and agrees for himself and his guests that the Association and its Directors, Officers, Agents, Representatives, Employees and Attorneys are not providers, insurers or Guarantors of Security within the Turnbridge Manor Homeowners' Association, Inc. Each Owner, resident, tenant and occupant accepts his or her sole responsibility to provide security for their own person and property and assumes the risk for any and all loss or damage to same.
- d. Each owner, resident, tenant or occupant is responsible for maintaining appropriate insurance coverage upon the Property.
- e. Each owner, by leasing their property within the Association, agrees to indemnify the Association and its Board of Directors from any and all causes of action arising out of the leasing of their property or action by any tenant, lessee, occupant or guest of the property.

4.0- Savings Clause

- a. It is not the intent of these Rules and Regulations to discriminate against any individual subject to protections under any state or federal law; if it is found that any provision of this policy is in violation of any law, then that provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

IN WITNESS WHEREOF, the undersigned member of the Board of Directors of Turnbridge Manor Homeowners' Association, Inc. certifies that these Rules and Regulations were adopted by a majority vote of the Board of Directors.

[signature page follows]

EXECUTED this May 17, 2018

Turnbridge Manor Homeowners' Association,
Inc.,
A Texas non-profit corporation

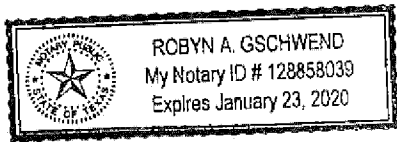
By: *Brad Henderson*
Board Member,
Turnbridge Manor
Homeowners' Association, Inc.,

STATE OF TEXAS

5

COUNTY OF COLLIN

This instrument was acknowledged before me on the 17th day of May, 2018, by *Brad Henderson*, authorized representative of Turnbridge Manor Homeowners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Robyn A. Gschwend
Notary Public in and for the State of Texas

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Dallas, TX 75206

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
05/17/2018 03:13:25 PM
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Stacey Kemp