CERTIFICATE FOR RECORDATION OF DEDICATORY INSTRUMENT OF OAK CREEK OWNERS ASSOCIATION, INC.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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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 instrument relates is located."; and

WHEREAS, Oak Creek Owners 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 Tarrant 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 Oak Creek Owners Association, Inc, an addition to the City of Arlington, Texas dated March 22, 1984, and recorded in Volume 16, Page 79 et seq., Real Property Records of Tarrant County, Texas, as same has been amended and supplemented (the "Declaration") subjected to the scheme of development therein certain land described in Exhibit "A" thereto located in Tarrant County, Texas;

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 5th day of September, 2013.

Oak Creek Owners Association, Inc., a Texas non-profit corporation

By:

Victor Bosnich

Authorized Representative

STATE OF TEXAS

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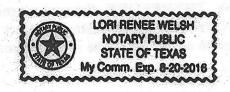
COUNTY OF DALLAS

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This instrument was acknowledged before me on the 5th day of September, 2013, by Victor Bosnich, authorized representative of Oak Creek Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

AFTER RECORDING RETURN TO:

Veracity, Inc. 1401 N. Central Expwy., Suite 345 Richardson, TX 75080



Notary Public, State of Texas

OAK CREEK CONDOMINIUM ASSOCIATION LEASE POLICY RESOLUTION

WHEREAS, Section 82.102 (a)(7) of the Texas Uniform Condominium Act authorizes the Board of Directors (the "Board") to promulgate rules regulating the use, occupancy, leasing or sale of units in a condominium regime; and WHEREAS, Article 5.3 (b) of the Bylaws of the Oak Creek Owners Association, Inc. (the "Bylaws") authorizes the Board to establish, make and enforce compliance with rules necessary for the operation, use and occupancy of the condominium regime; and

WHEREAS, in order to protect the equity of the individual property owners at Oak Creek Condominiums, to protect property values, to ensure the successful operation and governance of the Association, to preserve the character of Oak Creek Condominiums as a condominium project, to protect the rights and well behavior of all residents and to address problems with the conduct and behavior of tenants, the Board deems it necessary to promulgate and enforce rules governing the leasing of units.

WHEREAS, the Rules and Regulations, specifically the Rules Regarding Leasing of Units, require owners to furnish the Association with a copy of the lease and criminal background report for all tenants, including name of all adult occupants, make and model of car, number and type of pet(s) with height and weight.

NOW, THEREFORE, IT IS RESOLVED that the Board of Directors has elected to modify the Oak Creek Rules and Regulations, Rules Regarding Leasing of Units, as recorded in Tarrant County, Texas on May 30, 2012 as follows:

Leasing provisions: Leasing of units shall be governed by the following provisions:

- 1. <u>Definition</u> "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a unit by any person other than the unit owner for which the unit owner, or any designee of the unit owner, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. For purposes of the Section, if a unit is owned by a trust and the beneficiary of the trust is living in the unit, that unit shall be considered owner-occupied rather than leased
- 2. <u>Prohibited (Void and Voidable) Lease</u>: The lease arrangements in this paragraph 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. A lease term of less than six (6) months. No transient tenants may be accommodated in a Unit.
 - B. Leasing to a 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.
 - C. 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 B within the premises of the

leased Unit or on any other part of the Condominium Project or who is permitting another person 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 the lease commencing, such lease shall be voidable thereafter by the Unit Owner and by the Board (or by either).

- 3. Notice of Intent to Lease. Owner shall provide the Board with a copy of the lease which contains the following:
 - A. Name of the lessee and all occupants (adults and minors) and fully completed Occupant Registry form.
 - B. The year, make and model and license plate number(s) of all vehicles lessee will park in the Condominium Project
 - C. The number, type (dog or cat), breed and weight of pet(s) to be kept in the unit.
 - D. A criminal background report for each adult occupant accompanied with a photo I.D. Such unit owner leasing a unit shall perform a criminal background check on the lessee and each prospective adult occupant of the unit. If this is not provided to the management company with the signed lease and completed Occupant Registry form, the Association will perform a criminal background check of all occupants listed, and all costs associated with this will be assessed back to the unit owner. If these charges are unpaid, they will be handled in accordance with the Oak Creek Collection Policy. If the lease or background check indicate the lessee(s) or occupant(s) do not meet the criteria outlined in paragraph 2, the lease is considered void.
 - E. Unit Owner must provide lessee(s) with a copy of the Declaration, Bylaws and Rules and Regulations of the Association.
- 4. <u>Compliance</u>: 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 occupants 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.
- 5. Event of Default: In addition to other events of default under the 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 occupant 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 occupants 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 occupants of the Unit.

- 6. Appointment of 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 occupant(s) of a Unit for breaches resulting from the violation from any provision of the Declaration, Bylaws or Rules and Regulations of the Association, including the power and authority to evict the lessee(s) or other occupant(s) as attorney-in-fact for the Unit Owner who leases a Unit.
- 7. Enforcement. Each Unit Owner shall cause all Lessees and other occupants of the Owner's Unit to comply with the Declaration, Bylaws and 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 occupants, notwithstanding any liability of such lessees or other occupants of the Unit under the lease agreement. Such liability shall be joint and several as between the Unit Owner, all lessees and other 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 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 Owner thereof. The Association shall have a lien for all court costs, attorney's fees, fines, expenses, damages and interest upon the Unit of the violator and upon all of the Unit Owner's additions and improvements thereto.

IT IS FURTHER RESOLVED that this rule is effective upon adoption hereof and publication to the Owners, to remain in force and effect until revoked, modified or amended.

This is to certify the foregoing Rule(s) was adopted by the Board at a meeting of same held on May 28, 2013, and has not been modified, rescinded or revoked.

DATE: <u>4-7-13</u>

DATE: 8-7-13

DATE: 8/7/13

President

Secretary

Notary Public in and for the State of Texas

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

OAK CREEK CONDOMINIUMS 1401 N CENTRAL EXPWY STE 345 RICHARDSON, TX 75080

Submitter:

OAK CREEK CONDOMINIUMS

<u>DO NOT DESTROY</u> <u>WARNING - THIS IS PART OF THE OFFICIAL RECORD.</u>

Filed For Registration:

9/10/2013 2:26 PM

Instrument #:

D213239304

OPR

PGS

\$32.00

By: Mary Louise Garcia

D213239304

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.