
MARY LOUISE NICHOLSON
COUNTY CLERK

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.
(Adopting Rental and Leasing Rules)**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, the Villages of Woodland Springs is a residential development located in Tarrant County, Texas (the "Subdivision");

WHEREAS, the Subdivision is subject to that certain Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages of Woodland Springs, recorded on February 4, 2016, as Document No. D216023292 in the Official Public Records of Tarrant County, Texas (as amended and/or supplemented, the "Declaration");

WHEREAS, the Declaration subjects the Subdivision to the direction of The Villages of Woodland Springs Homeowners Association, Inc., a Texas non-profit corporation (the "Association") established pursuant to the Articles of Incorporation filed with the Texas Secretary of State on August 18, 2000 (the "Articles");

WHEREAS, the Board of Directors of the Association (the "Board"), acting on behalf of the Association, from time to time exercises its authority under the Declaration, Articles, Bylaws, and Governing Documents, as well as under applicable law, to establish certain rules, regulations, policies, and guidelines with respect to the Subdivision;

WHEREAS, Article 5, Section 5.1 of the Declaration authorizes the Board to establish rules and penalties regarding the use, occupancy, and leasing of dwellings and Lots in the Subdivision; and

WHEREAS, the Board desires that the Association adopt rules with respect to the use, occupancy and leasing of dwellings and Lots within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the Members of the Association, the Association hereby adopts the Rental and Leasing Rules attached hereto as Exhibit A.

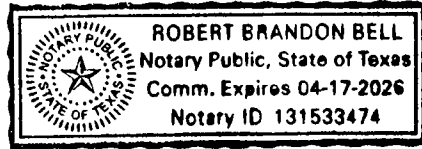
[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 11 day of August, 2022.

ASSOCIATION:

THE VILLAGES OF WOODLAND SPRINGS
HOMEOWNERS ASSOCIATION, INC

[Signature]
Chris Pack, President



STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of August, 2022 by Chris Pack, President of The Villages of Woodland Springs Homeowners Association, Inc., acknowledged to me that he or she executed the same for the purposes set forth herein.

[Signature]
Notary Public, State of Texas

ACKNOWLEDGED:

[Signature], Secretary 81
James M. Houston III
STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of August, 2022 by James Houston, Secretary of The Villages of Woodland Springs Homeowners Association, Inc., who acknowledged to me that he or she executed the same for the purposes set forth herein.

[Signature]
Notary Public, State of Texas

EXHIBIT A

THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.
RENTAL AND LEASING RULES

[ON THE FOLLOWING PAGES]

**THE VILLAGES OF WOODLAND SPRINGS HOMEOWNERS ASSOCIATION, INC.
RENTAL AND LEASING RULES**

THE STATE OF TEXAS §
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WHEREAS, the Declaration subjects the Subdivision to the direction of The Villages of Woodland Springs Homeowners Association, Inc., a Texas non-profit corporation (the "Association") established pursuant to the Articles of Incorporation filed with the Texas Secretary of State on August 18, 2000 (the "Articles");

WHEREAS, the Board of Directors of the Association (the "Board"), acting on behalf of the Association, from time to time exercises its authority under the Declaration, Articles, Bylaws, and Governing Documents, as well as under applicable law, to establish certain rules, regulations, policies, and guidelines with respect to the Subdivision;

WHEREAS, Article 5, Section 5.1 of the Declaration authorizes the Board to establish rules and penalties regarding the use, occupancy, and leasing of dwellings and Lots in the Subdivision; and

WHEREAS, the Board desires that the Association adopt rules with respect to the use, occupancy and leasing of dwellings and Lots within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that in order to ensure the business and affairs of the Association and the welfare of the Members of the Association, the Association hereby adopts the following Rental and Leasing Rules (the "Rules"):

Rental and Leasing Rules

1. **Leasing Requirements.** The rental or leasing of any Lot or home in the Subdivision must comply with the following rules:
 - i. **Entire Home Rented – No Room Rentals.** A home or Lot may be leased only in its entirety; no fraction or portion may be leased.

- ii. **Single Family Residential Use Only.** Single family use restrictions apply to any lease.
- iii. **Lease to be in Writing.** The lease must be in writing and be subject to the Governing Documents.
- iv. **Rules to be Provided to Lessee.** The Owner must provide the lessee with copies of the Declaration, the Articles, the Bylaws, the Governing Documents and all other rules, regulations, policies and procedures of the Association as a condition of entering into the lease. The lessee may be required to acknowledge, in writing, receipt of the Governing Documents.
- v. **Association Not Liable for Damages.**
 - 1. The Owner of a leased home is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner or the Owner's tenant. The Owner of a leased home is liable to the Association for any damages caused by lessees, residents, tenants, guests, family members, invitees or agents of the Owner.
 - 2. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the Owner or the Owner's tenant.
- vi. **No "For Rent" or "For Lease" Signs.** Without the Board's prior written permission, no person may post or maintain a sign anywhere on the Property that advertises a house for rent or for lease other than one (1) sign advertising a Property for rent as provided under Section 5.2.6 of the Declaration. This includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.
- vii. **Supervision of Maintenance.** The Owner of a leased home is responsible for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and leased home exteriors to ensure that the leased home and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Declaration.
- viii. **Surrogates.** The Association may refuse to recognize (1) a lessee as a representative of the Owner unless the lessee presents documentation that the lessee is the Owner's attorney in fact for all purposes pertaining to the leased home, or (2) the lessee is the Owner's appointed proxy for a meeting of the Association.

- ix. **Use of Community Amenities.** An Owner who does not occupy a home in the Subdivision is not entitled to use the community amenities if the home is occupied as a leased home. Although an Owner has a general right to delegate to the lessee the Owner's right to use common area amenities, the Association may condition the tenant's use on the Owner's compliance with the Declaration and procedures to confirm ownership and verify tenancy.
 - x. **Owner Responsibility.** The Owner of a leased home remains liable to the Association for all assessments, duties, and communications relating to the leased home and its tenants and occupants.
2. **Additional Leasing Rules.** The following additional rules and procedures have been established by the Board of Directors pursuant to the enforcement authority set forth in the Declaration.
- i. **Registration Required.** An Owner that leases a home must register all lessees and occupants with the Association and submit to the Association all information required under Section 5.3.14 of the Declaration, along with all required fees and documentation requested by the Board, within thirty (30) days of each lease. Any renewal of a lease will require the Owner to submit an additional registration. If a lease agreement transitions to a month-to-month lease after the initial term, an Owner will be required to submit an additional registration. Thereafter, the Owner will be required to submit registration information on an annual basis.
 - ii. **Registration Fee.** The Association may charge a registration fee that must be submitted at the time of registration. As of the effective date of these Rules, the registration fee is \$150.00. Any renewal of a lease will be subject to an additional registration fee. If a lease agreement transitions to a month-to-month lease after the initial term, a new registration fee must be submitted. Thereafter, the registration fee must be submitted on an annual basis.
 - iii. **Leasing Restrictions.** A Lot or home may be leased only in its entirety; no fraction or portion may be leased. Single family use restrictions in the Governing Documents apply to any lease.
3. **Fines.** Owners violating these Rules may be fined at the sole and absolute discretion of the Board as provided in the Association's Fine and Enforcement Policy.
4. **Existing Leases.** Owners must submit the registration information provided under Section 2(i) above to the Association for leases in existence as of or prior to the date these Rules have been recorded within sixty (60) days after the date of recordation.

5. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by these Rules, all other terms and provisions of the Governing Documents will remain in full force and effect as written, and are hereby ratified and confirmed.

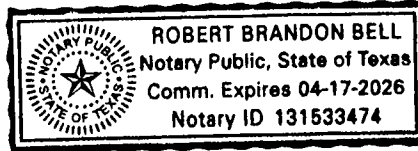
[SIGNATURE PAGE FOLLOWS]

EXECUTED this 11 day of August, 2022.

ASSOCIATION:

THE VILLAGES OF WOODLAND SPRINGS
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Chad Pack, President



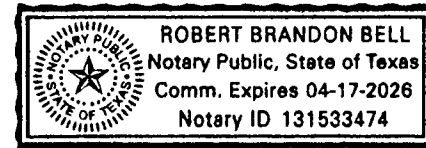
STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of August, 2022 by Chad Pack, President of The Villages of Woodland Springs Homeowners Association, Inc., acknowledged to me that he or she executed the same for the purposes set forth herein.

[Signature]
Notary Public, State of Texas

ACKNOWLEDGED:

[Signature], Secretary
James M. Houston IV



STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of August, 2022 by James Houston, Secretary of The Villages of Woodland Springs Homeowners Association, Inc., who acknowledged to me that he or she executed the same for the purposes set forth herein.

[Signature]
Notary Public, State of Texas