201300151252 / DEDICATION 1/3

RULES REGARDING LEASING OF LOTS Hampton Meadows Homeowners Association

RULES REGARDING THE OCCUPANCY AND LEASING OF LOTS AND HOMES

WHEREAS, the Hampton Meadows Homeowner's Association, Inc., a Texas non-profit corporation (the "Association"), which is governed by its Board of Directors (the "Board"), is the governing entity of the Hampton Meadows subdivision and authorized to enact this Policy; and

WHEREAS, this Records Retention Policy applies to the operation and utilization of property within Hampton Meadows, recorded in the Map and Plat Records of Dallas County, Texas, as follows: See Exhibit "A"

WHEREAS, Article VIII PROTECTIVE COVENANTS of the of the Declaration of Covenants, Conditions and Restrictions for the Hampton Meadows Homeowners Association, Section 8.1 states for Residential Purpose Only. The Board of Directors (the "Board") has decided to promulgate rules regulating the occupancy and leasing of Lots in the community of Hampton Meadows Homeowners Association; and

WHEREAS, in order to protect the equity of the individual Lot owners at Hampton Meadows Homeowners Association and to preserve the character of the Owners Association of Hampton Meadows Homeowners Association, Inc., as a property owners' association, the Board deems it necessary to promulgate and enforce rules governing the occupancy and leasing of Lots.

NOW, THEREFORE, IT IS RESOLVED that the following rules and regulations are established by the Board of Directors (the "Board") for the occupancy and leasing of Lots within Hampton Meadows Homeowners Association, Inc. (the "Association"):

Leasing Restrictions

In order to (i) protect the equity of the individual lot owners at Hampton Meadows Homeowners Association and (ii) preserve the character and safety of Hampton Meadows Homeowners Association as a property owners association, the Association shall be governed by the following restrictions:

- a. Definition. "Leasing", as used in this Section, is defined as regular, exclusive occupancy of a Lot 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. For purposes of this Section, if a Lot is owned by a trust and the beneficiary of the trust is living on the Lot, that Lot shall be considered Owner-occupied rather than leased.
- b. Single-Family Residence Restriction. The use and occupancy of all Lots shall be limited to single family residences. "Single-Family Residence", as used in this Section, is defined as a household consisting of persons related by blood, marriage or adoption which may include parents, children and collateral kinsmen such as grandparents, grandchildren, uncles, aunts, nieces, and one unrelated person.

- c. Notice Requirement. Each Owner must provide the Association with a fully executed copy of any lease agreement for the rental of the Owner's Lot within fourteen (14) days after the execution of the lease or any renewal or extension thereof. Any Owner who is leasing his or her Lot at the time this Rule is adopted by the Board must provide a fully executed copy of any such lease agreement within fourteen (14) days after receipt of the Board's written request for a copy of same. If an Owner fails and/or refuses to provide a copy of a lease agreement as required by this Rule, the Association may enforce such violation by all legal remedies available under law, and the Owner shall be responsible for all attorney's fees and costs incurred to enforce this Rule.
- d. **Applicability**. This Rule shall not apply to any leasing transaction entered into by the Association or the holder of any mortgage on a dwelling who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage; provided, however, that it shall apply to any lease by any purchaser from such mortgagee and any successors to such a purchaser.

This Rule shall also not apply to any conveyance by the Owner of a Lot to a bona fide mortgagee in lieu of foreclosure, provided that the purchaser from such mortgagee shall be subject to the terms and provisions of this Rule with respect to any future lease of such Lot, or to the creation of a security interest in or mortgage encumbering a Lot whereby a bank, insurance company, savings and loan association or other similar financial institution becomes the mortgagee. This Rule shall apply to any renewal or extension of a lease.

e. Subleasing Restriction. Subleasing is strictly prohibited. Subleasing, as used in this section is defined as a tenant letting out the whole or part of the property rented by him to a third person.

Non-compliance. Any lease of a Lot entered into without complete and full compliance with the terms herein including, without limitation, the requirement that any lease agreement for a Lot must be provided to the Association, shall be deemed void and of no force and effect and shall confer no title or interest in a Lot to the purported Owner or lessee, except as may be otherwise provided in the Declaration.

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 that the foregoing Rule was adopted by the Board at a meeting of the same held on May 13th, 2013, and has not been modified, rescinded or revoked.

Certification

"I, the undersigned	ed, being th	e Preside:	nt of the	Hampton	Meadows	Homeowne	r's Association,	Inc.,
hereby certify the	at the forego	oing Resc	lution w	vas adopte	d by at leas	st a majority	of the Associate	tion Board
of Directors."		\cap	æ					

By: ______
John Robertson

President

Hampton Meadows HOA

In

ACKNOWLEDGEMENT

THE STATE OF TEXAS **COUNTY OF DALLAS**

BEFORE ME, the undersigned authority, on this day personally appeared John Robertson, President of Hampton Meadows Homeowner's Association, Inc., and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she is the person who signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office this the <u>May</u>,2013

My Commission Expires:

After recording return to:

Hampton Meadows Homeowners Association P.O. Box 2048 Desoto Texas, 75123

Commission Expires: <u>Hancy Alo Fuck</u>
Feb 27, 2017 Notary Public, State of Texas NANCY FLO FICK My Commission Expires

> Filed and Recorded Official Public Records John F. Warren, County Clerk Dallas County, TEXAS 05/15/2013 09:51:47 AM \$24.00



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EXHIBIT "A"

Legal Description of the Properties

TRACT 1

BEING a portion of a 36.26 acre tract of land situated in the John Lewis Survey, Abstract No. 774. City of DeSoto. Dallas County. Texas, said tract being all of the three tracts of land described in deed to W.R. Coggins and Betty D. Coggins, as recorded in Volume 74032, Page 1865, Deed Records Dallas County, Texas (D.R.D.C.T), said land also referred to in deed to The William R. and Betty D. Coggins Revocable Living Trust. as recorded in Volume 2000220, Page 1496, D.R.D.C.T., said 36.26 acre tract being more particularly described as follows:

BEGINNING at a 1/2-inch set iron rod with a cap stamped "RPIS 5439" (hereinafter referred to as "with cap") for the northwest corner of said Coggins tract, said corner being on the east right-of-way line of South Hampton Road (variable width), said corner being on the south line of a tract of land described in deed to Earl W. Cross, Amanda Moreno Cross & Kevin Wayne Cross, as recorded in Volume 2002080, Page 1104, D.R.D.C.T.

THENCE South 89 degrees 42 minutes 52 seconds East, departing said east right-of-way line and along the south line of said Cross tract, a distance of 2072.41 feet to a 1/2-inch found iron rod for the northeast corner of said Coggins tract and the southeast corner of said Cross tract, said corner being on the west line of Block 10, Mockingbird Hill Addition, Section Three, as recorded in Volume 84122, Page 3858, Map Records Dallas County, Texas (M.R.D.C.T.):

THENCE South 00 degrees 24 minutes 28 seconds West, along the east line of said Coggins tract and the west line of said Mockingbird Hill Addition, Section Three, a distance of 763 74 feet to a 1/2-inch set iron rod with cap for the southeast corner of said Coggins tract, said corner being on the north line of Bear Creek Meadows, Installment #4, as recorded in Volume 86123, Page 2279, M.R.D.C.T.

THENCE North 89 degrees 39 minutes 26 seconds West, along the south line of said Coggins tract and the north line of said Bear Creek Meadows, Installment # 4 and Bear Creek Meadows, Installment # 4 and Bear Creek Meadows, Installment #2, as recorded in Volume 85222, Page 2112, M.R.D.C.T., a distance of 2069.93 feet to a 1/2-inch set iron rod with cap for the southwest corner of said Coggins tract, said corner being on the east right-of-way line of the aforementioned South Hampton Road;

EXHIBIT "A" (Continued)

THENCE North 00 degrees 13 minutes 17 seconds East, along said east right-of-way line, a distance of 761.67 feet to the POINT OF BEGINNING AND CONTAINING 1,579,697 square feet or 36.26 acres of land more or less of which 5.65 acres lies in a 250 foot wide Texas Power & Light Company Easement, as recorded in Volume 80, Pages 103, 105 & 107

TRACT 2

BEING a portion of a 17.14 acre tract of land situated in the John Lewis Survey, Abstract No. 774, City of DeSoto, Dallas County, Texas, said tract being all of a tract of land described in deed to Earl W. Cross, Amanda Moreno Cross & Kevin Wayne Cross, as recorded in Volume 2002080, Page 1104, Deed Records Dallas County, Texas (D.R.D.C.T.), said 17.14 acre tract being more particularly described as follows.

BEGINNING at a set P.K. nail in asphalt paving within South Hampton Road (variable width) for the Northwest corner of said Cross tract;

THENCE South 89 degrees 49 minutes 59 seconds East, along the North line of said Cross tract and the South line of a tract of land described in deed to E&B enterprises as recorded in Volume 94228, Page 4757, D.R.D.C.T., and a tract of land described in deed to Red Bird Elks Lodge #2552, as recorded in Volume 86195, Page 3170, D.R.D.C.T., passing at a distance of 55.00 feet the Southeast corner of a Right-of-way deed to the City of Desoto, as recorded in Volume 83235, Page 5037, D.R.D.C.T. continuing a total distance of 1643.09 feet to a 1/2-inch found iron rod for an ell corner of said Cross tract, said corner being the Southeast corner of said Elks Lodge tract,

THENCE North 00 degrees 53 minutes 49 seconds East, along the West line of said Cross tract and East line of said Elks Lodge tract, a distance of 259.91 feet to a 3/8-inch found iron rod for the most northerly Northwest corner of said Cross tract and the Northeast corner of said Elks Lodge tract, said corner being the most westerly Southwest corner of Mockingbird Hill Addition, Section Two, as recorded in Volume 83125, Page 3170, Map Records Dallas County, Texas (M.R.D.C.T), said corner also being the Southeast corner of Mockingbird Hill Addition, Section Four, Phase Il-A, as recorded in Volume 2001120, Page 9, M.R.D.C.T;

THENCE South 89 degrees 19 minutes 33 seconds East, along the North line of said Cross tract and the South line of said Mockingbird Hill Addition, Section Two, a distance of 469.84 feet to a 1/2-inch found iron rod for the Northeast corner of said Cross tract, said corner being an ell corner of said Mockingbird Hill Addition, Section Two;

EXHIBIT "A" (Continued)

THENCE South 00 degrees 24 minutes 28 seconds Nest, along the East line of said Cross tract and along the West line of said Mockingbird Hill Addition, Section Two and Mockingbird Hill Addition, Section Three, as recorded in Volume 84122, Page 3858, M.R D.C.T., a distance of 553.60 feet to a 1/2-inch found iron rod for the Southeast corner of said Cross tract, said corner being the Northeast corner of a tract of land described in deed to W.R. Coggins and Betty D. Coggins, as recorded in Volume 74032, Page 1865, D.R.D.C.T.;

THENCE North 89 degrees 42 minutes 52 seconds West, along the South line of said Cross tract and the North line of said Coggins tract, a distance of 2113.00 feet to a set P.K. nail in asphalt paving within the aforementioned South Hampton Road for the Southwest corner of said Cross tract.

THENCE North 00 degrees 00 minutes 29 seconds West, along the West line of said Cross tract and within said South Hampton Road, a distance of 293.50 feet to the POINT OF BEGINNING AND CONTAINING 746,515 square feet or 17.14 acres of land more or less.