

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT TO RULES  
OF  
SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.**  
*(regarding leasing restrictions)*

**Document reference.** Reference is hereby made to the Scofield Phase VIII Residential Area Declaration of Covenants, Conditions and Restrictions, filed of record at Vol. 12255, Pg. 1 in the Real Property Records of Travis County, Texas, (together with all amendments thereto, the “**Declaration**”).

Reference is further made to the Scofield Phase VIII Residential Owners Association, Inc. Rules and Regulations, regarding the Architectural Control Committee and attached as Exhibit “A” to the Recordation of Bylaws and Rules and Regulations: Scofield Phase VIII Residential Owners Association, Inc., filed of record as Document No. 2009189014; to the Rules and Regulations: Scofield Phase VIII Residential Owners Association, Inc., filed of record as Document No. 2011056641 and re-recorded as Document No. 2011056658; to the Resolutions filed as Document No. 2011121280; to the Rules attached to the Resolution to File Dedicatory Instruments for Scofield Phase VIII ROA, Inc., filed as Document No. 2012045191; to the Resolution Adopting Policy Concerning Lawn Maintenance, filed as Document No. 2012135030; to the Amendment to Rules of Scofield Phase VIII Residential Owners Association, Inc., filed of record as Document No. 2014052208; to the Amendment to Rules of Scofield Phase VIII Residential Owners Association, Inc., filed of record as Document No. 2015030567, and to the amendment filed of record regarding enforcement) in Document No. 2017200827, all in the Official Public Records of Travis County, Texas (cumulatively and together with all amendments thereto, the “**Prior Rules**”).

The owners of lots subject to the Declaration are automatically made members of the Scofield Phase VIII Residential Owners Association, Inc. (the “**Association**”);

The board of directors (the “**Board**”) of the Association is authorized to adopt and amend the Rules pursuant to Section 5.4(e) of the Declaration, and has previously adopted the Rules;

Therefore, the Rules are amended as provided in Exhibit “A”.

Subject solely to the amendments contained herein, the Rules remain in full force and effect.

*[Signature and notary blocks on following page.]*

**SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION INC.**  
Acting by and through its Board of Directors

CHRISTINE RASCHG

NAME: \_\_\_\_\_  
TITLE: President

Acknowledgement

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 7<sup>th</sup> day of DECEMBER, 2016,  
by Christine Raschg in the capacity stated above.

Brittany Holzgen  
Notary Public, State of Texas



**EXHIBIT "A"**

**Leasing Policy**

**IMPORTANT NOTE TO OWNERS AND TENANTS:**

**The purpose of these leasing rules is to help ensure the right to peaceable enjoyment of the community by all residents; tenants, owners, or other occupants. It is important that all owners who desire to lease their property read and follow these rules.**

**The rules follow. Among the more important provisions are:**

**\*All leases must be in writing**

**\*The minimum lease term is 30 days**

**\*Copies of all fully-executed lease documents must be provided to the HOA upon request \*Prior to leasing, it is recommended that criminal background checks be performed by the owner on all prospective tenants and occupants.**

**\*Tenants must comply with all governing documents of the HOA**

**\*Owners are responsible for any violations by tenants, occupants, or their guests**

**LEASING**

1. **Definition of Leasing.** A Lot is deemed "leased," and its occupants deemed "tenants," for purposes of this rule other leasing-related provisions in the governing documents, except when: (i) the Lot is occupied by the Lot owner, (ii) the Lot is occupied by a person immediately related to the owner by blood, marriage or adoption<sup>1</sup>, (iii) the Lot is vacant, or (iv) title to the Lot is held by a corporation, trust, partnership, or other legal entity, with the primary purpose of providing occupancy to the current occupant. This definition applies irrespective of whether there is a written agreement between the Lot owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy. (For example and without limitation, home exchanges are considered leases.)
  
2. **General Lease Conditions.** The leasing of Lots is subject to the following general conditions:
  - (1) no Lot may be rented for transient or hotel purposes or for an initial lease term of less than 30 days;
  - (2) If a tenant fails to fulfill the lease term (moves out early), the property may not be re-occupied by the owner or another tenant without prior approval of the board and unless any replacement lease is in compliance with this rule. This is to prevent a situation for example where a home is leased "for 30 days" but in reality is leased for the weekend and the tenant "leaves early" and the owner moves back in;
  - (3) no Lot may be subdivided for rent purposes, and not less than an entire home may be leased;
  - (4) all leases must be in writing and must be expressly made subject to the governing documents of the association (including the Declaration, Bylaws, and Rules);
  - (5) an owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; owners are responsible for all governing documents violations by their tenants, occupants, or their guests;
  - (6) each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;

---

<sup>1</sup> A situation where an owner lives with an unrelated individual for purpose of companionship, regardless of whether the companion contributes to living expenses, will not be considered a lease under these rules.

- (7) an owner must provide the Association a complete and legible copy of the fully-executed lease promptly upon request; and
  - (8) No Owner may advertise the lease of any home for a term of less than the minimum lease term. All advertisements for the lease of a home must clearly state that the minimum lease term required by this rule (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised.
  - (9) Fines may be assessed, including automatically without opportunity to cure in situations of an incurable nature (as permitted by Texas Property Code Ch. 208), for any violation of this rule. For violations of the advertising provisions, fines may be assessed regardless of whether the advertised home is actually leased for a period of less than the minimum lease term. Fines will be assessed in an amount determined by the board, provided that the minimum amount of fine for violation of this rule shall be any advertised nightly, or prorated nightly (if ad offers no daily but a weekly or monthly rate), rate offered in any advertisement. The fine amounts and board case-by-case determination of fines supersedes for the purposes of this leasing rule the standard fine schedule noted in the Association's enforcement rules.
3. Screening of Tenants and Occupants; Proof of Screening. Prior to leasing to anyone it is recommended that the Owner assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased home. (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us) for a small fee).

Owners should consult their own attorneys in determining criminal history disqualifications.

4. Eviction of Tenants. Every lease agreement on a Lot, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:
- A. Violation Constitutes Default. Failure by the tenant or his invitees to comply with the governing documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his tenant's violation, the owner will promptly obtain his tenant's compliance or exercise his rights as landlord for tenant's breach of 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, including eviction of the tenant, subject to the terms of this paragraph.
  - B. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing documents by the Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the governing documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the governing documents.
  - C. Association Not Liable for Damages. The owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against his tenant, including attorneys fees, and including costs of any eviction. 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's tenant.

**After recording, please return to:**

Nieman & Heyer, L.L.P.  
Attorneys At Law  
Westgate Building, Suite 313  
1122 Colorado Street  
Austin, Texas 78701

File Server:CLIENTS:ScofieldPhaseVIII (this is NOT Scofield Residential):RuleAmendSTRental11-  
18.doc



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana DeBeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 14 2018 02:40 PM

FEE: \$ 42.00 2018192893