

**SIXTH AMENDMENT TO RULES AND REGULATIONS
FOR 509 ELM PLACE RESIDENCES ASSOCIATION, INC.**

The Board of Directors (the "Board") of 509 Elm Place Residences Association, Inc. (the "Association") has voted to amend the Rules and Regulations for 509 Elm Place Residences Association, Inc. (the "Rules"), as more specifically set forth herein below:

WHEREAS, the Rules were approved by a majority of the Board on 9TH, 2016; and SEPTEMBER

WHEREAS, the Rules were recorded in the Official Public Records of Dallas County Texas under Document No. 201300122324, 201300180949 (First Amendment), 201400020883 (Second Amendment), 201400036062 (Third Amendment), 201400223164 (Fourth Amendment), and 201400223163 (Fifth Amendment); and

WHEREAS, the Board has voted to adopt an amendment to the Rules that partially amends the first paragraph under Part X of the Rules entitled "Leasing and Background Check Policy," and replaces Section 73 under Part X of the Rules with new rules, Sections 73A, 73B, 73C and 73D, in Part X; and

WHEREAS, the Board desires to incorporate such amendments into the Rules.

NOW, THEREFORE, PREMISES CONSIDERED, the Board hereby gives notice of the following amendments to the Rules, all of which shall be considered incorporated into Part X of the Rules, entitled "Leasing and Background Check Policy":

The first paragraph under Part X of the Rules entitled "Leasing and Background Check Policy" is amended as follows: the phrase "'Occupant' as used in this Part IX of the Rules" is hereby deleted and replaced with the phrase "'Occupant' as used in this Part X of the Rules."

Section 73 under Part X of the Rules entitled "Leasing and Background Check Policy" is hereby deleted in full, and replaced by Sections 73A, 73B, 73C and 73D, which read as follows:

73A. Condition Precedents to Leasing a Unit. In order to preserve the high standards of maintenance and care of the Common Elements and to promote the leasing of Units to those individuals of good moral character and sound financial responsibility, no Unit may be leased without a written lease agreement and prior consent of the Board in accordance with the provisions in Section 73A and 73B. Whenever the Owner of a Unit has received a bona fide offer to lease his Unit and desires to accept such offer, the Owner shall give the Board written notice of his or her desire to accept such offer and, in the notice, (a) provide the full legal name, plus any and all former and/or maiden name(s) or aliases, current address, telephone number and email address of the prospective lessee and each prospective Occupant, and (b) confirm that he or she provided a copy of the Rules to the prospective lessee and all prospective Occupants, advised them to read the Rules and all other governing documents, and advised them that the rules and other governing documents can be found on the association's website, that being www.509elmplacedallas.com. Contemporaneously with the above-mentioned written notice of intent, the Owner shall provide the following information to the Board:

a. a copy of the proposed lease agreement;

i. Contents of Lease. Each Unit Owner, prospective lessee and prospective Occupant acknowledges and agrees that any lease of the Owner's Unit shall be deemed to contain the following language, and if such language is not expressly contained in the lease, then such language shall automatically be incorporated into the lease by the existence of this Rule. Further, any lessee, by occupancy of a Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

The lessee shall comply with all provisions of the Declaration, By-Laws, and Rules of the Association and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure their compliance.

Any violation of the Declaration, By-Laws, or Rules by the lessee, any Occupant, or any person living with the lessee, 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, while at all times retaining power and authority to enforce the lease and evict the lessee for any breach resulting from the violation of the Declaration, By-Laws, and the Rules of the Association, expressly permits the Association, acting through the Board, to enforce against the lessee any breach of lease resulting from the violation of the Declaration, By-Laws, or Rules of the Association, including by eviction, as attorney-in-fact on behalf and for the benefit of the Owner; however, nothing herein shall be construed to require the Association or the Board to take any action whatsoever against a lessee. In the event the Association incurs costs or expenses in connection with an eviction proceeding proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with such eviction, attempted eviction, or eviction proceeding shall be assessed as an Individual Assessment against the Unit and the Unit Owner, such being deemed an expense which benefits the leased Unit and the Owner thereof.

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 Elements.

The lessee agrees to be personally obligated, to the extent of its rental obligations under the lease, for the payment of all Annual and Special Assessments against the Owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of the lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the By-Laws, or the Rules. The above provision shall not be construed to release the

Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

Upon request by the Board of Directors, at its sole discretion, the lessee shall pay to the Association all unpaid Annual and Special Assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by the lessee; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due dates for rental payments unpaid at the time of the Board's request. All such payments made by the lessee shall reduce, by the same amount, the lessee's obligation to make rental payments to the lessor.

b. a written rental history of the prospective lessee and any prospective adult Occupant for no less than the preceding five (5) years, which shall include at a minimum for each property rented, the beginning and end date of the lease, the physical and mailing address of the leased property, the name, telephone and mailing address of the owner or property manager, and whether or not the prospective lessee was evicted and, if so, the reason for such eviction;

c. a written employment history of the prospective lessee and any prospective adult Occupant for no less than the preceding five (5) years, which shall include at a minimum, the person's current annual income and, for each employer, the employer's name, address and phone number, the person's job title, and the beginning and end date of employment;

d. written and signed consents from the prospective lessee and each prospective adult Occupant, on forms that comply with all applicable laws and legally authorize the consented-to actions, and that are otherwise approved, which expressly authorize and legally permit the Owner, as well as the Association at its sole discretion, to conduct criminal background checks, obtain a credit report, contact such person's current and former employers and landlords to obtain references and/or verify employment or rental history; and

e. criminal background check and credit history reports for the prospective lessee and each prospective adult Occupant, which are no more than thirty (30) days old, obtained lawfully by the Owner and with the express written consent of the prospective lessee and each prospective adult Occupant. The criminal background check and credit history reports must include the person's social security number in addition to the person's name .

73B. Approval Period. The Board shall notify the Owner of the Association's decision to approve or disapprove the proposed lease within fourteen (14) days of the Association's receipt of the notice letter and other information required to be provided to the Board under 73A above (the "Approval Period"). If the Board does not notify the Owner of the Board's decision to approve or disapprove of the proposed lease within the Approval Period, such Owner shall be free to consummate the lease of his Unit, but only to the party described in the Owner's notice to the Board.

73C. Compliance with Condominium Documents. It shall be the sole responsibility of the Unit Owner to ensure that each lessee and Occupant of the Unit is at all times in compliance with the terms of the Declaration, By-Laws, and Rules, and the Unit Owner shall be responsible

for all violations and all losses or damages resulting from violations by such lessee and/or Occupants.

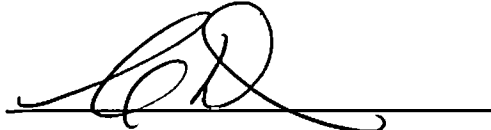
In the event that a lessee or Occupant of a Unit violates the Declaration, By-Laws, or any Rules for which a fine is imposed, such fine shall be assessed against the Owner of the Unit. Unpaid fines shall constitute a lien against the unit.

In those regards, THE UNIT OWNER SHALL PROVIDE EACH OCCUPANT OF A UNIT WITH A COPY OF THE RULES, ADVISE ANY TENANT AND/OR OCCUPANT TO READ THE RULES AND OTHER GOVERNING DOCUMENTS, AND ADVISE ANY TENANT AND/OR OCCUPANT THAT THE RULES AND OTHER GOVERNING DOCUMENTS CAN BE FOUND ON THE ASSOCIATION'S WEBSITE, THAT BEING WWW.509ELMPLACEDALLAS.COM.

73D. Applicability. Sections 73A, 73B, and 73C of the Rules do not apply to a leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, provided however, Sections 73A, 73B and 73C shall apply to any leases by any purchaser from such Mortgagee and any successor to such a purchaser.

CERTIFICATE OF PRESIDENT

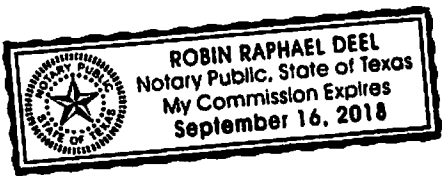
I hereby certify as President of 509 Elm Place Residences Association, Inc. that the foregoing Sixth Amendment to Rules and Regulations of 509 Elm Place Residences Association, Inc. was approved by a majority of the members of the Board of Directors on the 9TH day of SEPTEMBER, 2016, at which a quorum was present.



Printed Name: CATHY DAWSON

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8th day of September, 2016, by Cathy Dawson, the President of 509 Elm Place Residences Association, Inc. for the purposes herein expressed and in the capacity herein stated.




Notary Public – State of Texas

Robin Deel
Printed Name of Notary

My Commission Expires 9-16-18

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
09/16/2016 04:47:01 PM
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