

LEASING AND OCCUPANCY POLICY
for
GREENBRIER OWNERS ASSOCIATION, INC.

STATE OF TEXAS §

 §
COUNTY OF BRAZOS §

I, Jacqueline Rice, President of Greenbrier Owners Association, Inc., (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 20th day of November, 2024, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing and Occupancy Policy (the "Policy") was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions of Greenbrier, recorded in the Official Public Records of Real Property of Brazos County, Texas, under Volume No. 11230, Pg. 102, et. seq., as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article 5, Section 5.04(A) of the Declaration provides that the Board acting on behalf of the Association shall have the power to make, establish and promulgate such rules as it deems proper to address any and all aspects of its functions.
3. Pursuant to Article 5, Section 5.04(A) of the Declaration, the Board hereby adopts this Policy for the purpose of establishing rules and regulations for the leasing and occupancy of Lots located within Greenbrier.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within Greenbrier. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Greenbrier.

Leasing and Occupancy Policy for Greenbrier Owners Association, Inc.

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "Lot" means Lot as defined in the Declaration and any improvement existing on a Lot.
- b. "Tenant" means a person(s) who is authorized by a Lease to occupy a Lot or any portion of a Lot. Tenant includes any person(s) who occupies a Lot whether or not the person's name is on the Lease.
- c. "Lease" means any agreement between a Lot Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

2. Rules and Regulations

- a. No Lot may be leased for transient or hotel purposes. For purposes of this Policy, a Lease of a Lot for less than three (3) consecutive months is deemed to be the use of the Lot for transient or hotel purposes. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of three (3) months or longer shall be permitted when the Lease is with the same Tenant. Additionally, the Board, in its sole discretion, shall have the authority to approve a lease term for less than three (3) months on a case-by-case basis for requests, including but not limited to, hardships and lease back scenarios relating to the sale of a Lot. The Lease of a Lot for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including through the use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," is expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot constitutes a violation of this subsection.
- b. Only the entire Lot may be leased. The Lease and/or renting of a room(s) or any other portion of a Lot, including but not limited to, pools and outbuildings is expressly prohibited.
- c. Each Tenant is bound by and subject to all of the obligations under the Declaration, Bylaws and the rules and regulations of the Association and all other properly adopted Association rules, regulations, and policies. Every Owner shall cause all Tenants to comply with the Dedicatory Instruments, and every Owner shall be responsible for all violations, losses, or damages caused by a Tenant,

notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

- d. Not more than two (2) persons per bedroom may occupy a residence unless otherwise mandated by law. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- e. An Owner shall have the sole and absolute responsibility to conduct a criminal background check on the Tenant and any occupants aged eighteen (18) or older who intend to reside on the Lot under a Lease within forty-eight (48) hours prior to the commencement, renewal or month-to-month extension of a Lease. An Owner may perform a background check on each Tenant and occupant utilizing the name, date of birth, and social security number of the individual(s). The Board, in its sole discretion, may request production of the criminal background check at any time.
- f. The Association may, but is not obligated to, perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective tenant that is (18) years of age or older, the Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the Owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25.00 for each search to the Association before a Tenant occupies a Lot.
- g. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.
- h. The Association may, but is not obligated to, require copies of the signed Lease and the Tenant Questionnaire to be provided to the Association at least ten (10) days before a Tenant occupies a Lot. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.
- i. The Association may, but is not obligated to, require an Owner to provide to the Association contact information, including the name, mailing address, phone number and e-mail address, of each person who will reside at the leased property, along with the commencement date and term of the lease.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Leasing and Occupancy Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Brazos County, Texas.

TO CERTIFY which witness my hand this the 20th day of November, 2024.

Greenbrier Owners Association, Inc.

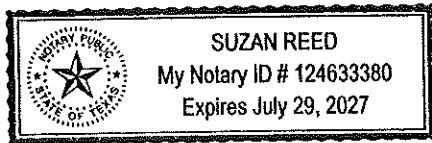
By: Jacqueline Rice

Printed: Jacqueline Rice

Its: President

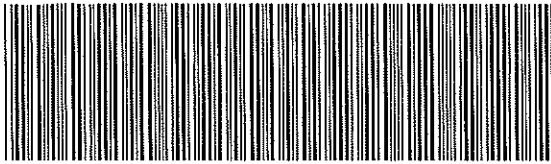
THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned notary public, on this 20 day of November, 2024, personally appeared Jacqueline Rice, President of Greenbrier Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Suzan Reed
Notary Public in and for the State of Texas

Leasing and Occupancy Policy for Greenbrier Owners Association, Inc.



VG-267-2024-1543775

Brazos County
Karen McQueen
County Clerk

Instrument Number: 1543775

Volume : 19547

Real Property Recordings

Recorded On: November 22, 2024 12:23 PM

Number of Pages: 5

" Examined and Charged as Follows: "

Total Recording: \$37.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1543775
Receipt Number: 20241122000050
Recorded Date/Time: November 22, 2024 12:23 PM
User: Patrick S
Station: CCLERK07

Record and Return To:

BERKHAIRE HATHAWAY
700 UNIVERSITY DR E SUITE 108

COLLEGE STATION TX 77840



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX