

### Oram Court Condominiums

COUNTY OF DALLAS )

(ii) General. All leases shall be in writing and in form approved by the Board before they are entered into by the Unit Owner. All leases must be for an initial term of not less than six (6) months. Within

seven (7) days after executing a lease agreement for the lease of a Unit, the Owner shall give written notice to the Board, with a copy of the lease and the name of the lessee. The Owner must make available to the lessee copies of the Declaration and the governing documents of the Association (including, without limitation, the Articles of Incorporation, the Bylaws, and all rules and regulations promulgated by the Board thereunder from time to time).

(iii) Leasing Limit.

a. Cap. At any given time, no more than fifty percent (50%) of all Units may be leased or rented for exclusive occupancy by persons other than the Unit Owner. Prior to the execution of any lease or rental agreement, and in addition to the requirements set forth in Section 2.8(g)(ii), the Unit Owner must notify the Board as to the Unit Owner's intent to lease his or her Unit. After receiving such notice, the Board shall advise the Unit Owner if the Unit may be leased or whether fifty percent (50%) of Units within The Oram Court Condominiums are currently being leased. If the fifty percent (50%) limit has been reached, the Board shall place the Unit Owner on a waiting list in priority order based on the date of notice from the Unit Owner, and shall notify the Unit Owner of the Unit Owner's position on the waiting list. When an existing renter or lessee vacates a Unit, the Owner of that Unit shall immediately notify the Board of such fact and that Unit cannot be rented or leased until all prior Unit Owners on the waiting list, if any, have had a chance to rent or lease their Units. A Unit Owner on the waiting list who obtains the opportunity to rent or lease his or her Unit, must present an executed lease to the Board within ninety (90) days of the date of notice that he or she may rent or lease the Unit, or that Unit Owner will forfeit his position on the waiting list. Units held in the name of a trust or entity that are solely occupied by a primary beneficiary of the trust or the majority owner of the entity shall not be deemed leased for purposes of this Section 2.8(g)(iii)(a).

b. Renewals. Thirty (30) days before the end of the term for any approved rental or lease agreement, the Owner shall give the Board notice of any intention to renew the

existing rental or lease agreement with the same lessees or renters. Such request for renewal shall be subject to approval by the Board pursuant to this Section 2.8; the Unit Owner's full satisfaction of any outstanding dues, fines, or assessments; and the correction of any other violation. If the Owner is unable to renew his or her existing lease or rental agreement with the same lessees or renters, then the Owner shall be required to re-apply under the provisions of Section 2.8(g)(iii)(a) and the waiting list, if any.

- c. Hardship Exception. The Board may, in its sole discretion, grant an exception to the fifty percent (50%) limitation if the Unit Owner requesting to rent or lease his or her Unit makes a showing of financial or other material hardship, in writing to the Board, and the Board so approves such exception by a majority vote. Hardship, for this purpose, shall be defined as unexpected circumstances beyond the reasonable control of the Unit Owner which requires that the Unit Owner not reside in his or her Unit, such as, but not limited to, being called into military service, non-voluntary employment transfer of the Unit Owner, and disability of the Unit Owner. For avoidance of doubt, any exception granted by the Board will be on an instance by instance basis and will not be deemed to grant unlimited opportunities to lease or rent a Unit for a Unit Owner experiencing a hardship.
- d. Pre-Existing Leases. Unit Owners of record with existing leases or rental agreements on September 1, 2021 are "grandfathered", and shall not be restricted in renting their Units pursuant to such existing leases by the limit on the maximum number of Units that may be leased. Such leases shall not count toward the fifty percent (50%) limitation. This exclusion shall be terminated immediately upon the expiration or termination of the existing lease or rental agreement term (and shall not include any extensions or renewals thereof, other than those exercised at the sole discretion of the tenant and without control by the landlord)."

- (iv) Contents of Lease. Each Owner acknowledges and agrees that any lease of a Unit after September 1, 2021 shall be deemed to contain

the following language and that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by existence of this covenant. 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, Bylaws and rules of the Association and shall control the conduct of all other occupants of the leased Unit in order to ensure their compliance.

Any violation of the Declaration, Bylaws or rules and regulations by 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 or any occupant in accordance with Texas law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws and the rules and regulations of the Association, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner. Such power may be exercised by the Association following the Owner's failure to cure the tenant's default within ten (10) days of the Association's delivery of written notice to the Owner of such default.

Upon request by the Board, 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 Owner."

2. Addition of Section 3.13. The following language is hereby added as a new Section 3.13 to the Declaration:

"3.13 Restrictions on Multiple Ownership. No Single Unit Owner (as defined below) may own, at one time, more than ten (10%) of the total number of Units located within the Project. For purposes of this Section 3.13, the term "Single Unit Owner" shall mean the Unit Owner of a Unit and any person, trust, corporation, partnership, or other entity of any kind that is under common ownership or control of such Unit Owner. However, for avoidance of doubt, members of the same family (other than spouses) will not, solely by virtue of such familial relationship, be deemed to be Single Unit Owners for purposes of this Section 3.13."

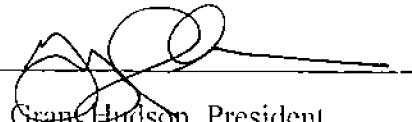
3. Except as otherwise set forth herein, all other provisions of the Declaration shall remain unchanged and in full force and effect.

[Signature Page Follows]

This First Amendment to Condominium Declaration (i) is entered into effective as of this 1st day of September, 2021 and (ii) is executed by the undersigned officer of the Oram Court Homeowner's Association, Inc., who by his or her signature below certifies on behalf of such association that sufficient Owners (as defined in the Declaration), including those set forth on Exhibit A attached hereto, and sufficient First Mortgagees (as defined in the Declaration), including those set forth on Exhibit B, have properly consented (or are deemed to have consented, under the terms of the Declaration) to this instrument.

Oram Court Homeowner's Association, Inc.

By: \_\_\_\_\_

  
Grant Hudson, President

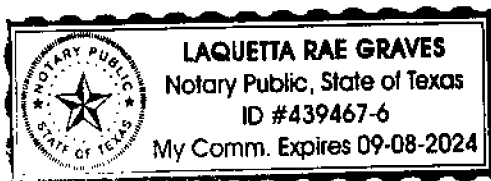
STATE OF TEXAS                    )

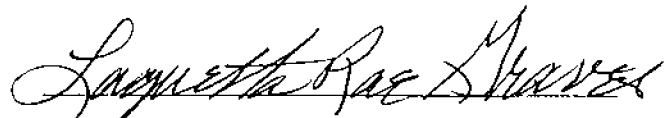
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COUNTY OF DALLAS            )

BEFORE ME, the undersigned authority, on this day personally appeared Grant Hudson President of the Oram Street Homeowner's Association, Inc., who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and Seal of this Office this 1<sup>st</sup> day of September, 2021.





Notary Public in and for the State of Texas

Notary's Printed Name:

Laquetta Rae Graves

**Exhibit A**

**Consenting Owners**

Olga Bridwell

Matt Tilley

Jessica Hill

Gregg Calvert

Joann and Emory Murray

Kevin and Therese Camacho

Doug Borger

Scott Williams

Warren Augustus

Robert Gump

Grant Hudson

Kristin Carpenter

Lane Wendorf

Tonia Cox

Betsy Bogdovitz

**Exhibit B**

**First Mortgagees**

SWBC MORTGAGE

PNC BANK MORTGAGE SERVICES

PHH MORTGAGE SERVICES

CALIBER HOME LOANS

WELLS FARGO HOME MORTGAGE

FIRST FEDERAL BANK

GUARDIAN MORTGAGE



**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202100270028

eRecording - Real Property

Recorded On: September 09, 2021 01:12 PM

Number of Pages: 9

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**" Examined and Charged as Follows: "**

Total Recording: \$54.00

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**\*\*\*\*\* 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: 202100270028  
Receipt Number: 20210909000783  
Recorded Date/Time: September 09, 2021 01:12 PM  
User: Kaylee V  
Station: CC63

**Record and Return To:**

CSC Global



**STATE OF TEXAS  
COUNTY OF DALLAS**

**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 Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX