

BRIAR PARK COMMUNITY IMPROVEMENTS ASSOCIATION, INC.

REGULATIONS REGARDING LEASING

(INCLUDING SHORT-TERM LEASING AND AMENITIES LEASING)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS Briar Park Community Improvements Association, Inc., (hereinafter the "Association") is the governing entity for portions of the Briar Park, Section 1 subdivision, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, as more particularly described in Exhibit "A" hereto (hereinafter the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Restrictions, Covenants, and Conditions recorded in the Real Property Records of Harris County, Texas, as follows:

Document	Clerk's File No.
Restrictions, Covenants, and Conditions for Briar Park, Section One	C867415
Amended Deed Restrictions for Briar Park, Section One	F059876
Restrictions for Briar Village, Section One	D273636
Amended Deed Restrictions for Briar Village, Section One	D314814
Amended Deed Restrictions for Briar Village, Section One	F059874
Restrictions for Briar Village, Section Two	D562878
Amended Deed Restrictions for Briar Village, Section Two	F059875
Restrictions for Briar Village, Section Three	E066666
Amended Deed Restrictions for Briar Village, Section Three	F059873
Restrictions for Briar Village, Section Four	E390506
Amendment of Restrictions for Briarworth, Section One	F315011
Amended Restrictions for Briarworth, Section One	G641848

along with any amendments and supplements thereto (hereinafter the "Declaration"); and

WHEREAS, Section 7 of the Declaration restricts the use of the Subdivision to single-family residential purposes, and further provides that no noxious or offensive activity of any sort shall be permitted, nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision; and

WHEREAS, Section 31 of the Declaration provides that the Association has the right to enforce all restrictions, conditions and covenants imposed by the provisions of the Declaration; and

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WHEREAS, Texas Property Code § 204.010(a)(6) authorizes the Association, through its Board of Directors, to regulate the use of the Subdivision; and

WHEREAS, the Declaration does not otherwise provide owners of Lots in the Subdivision with leasing rights that prohibit the Board of Directors from exercising its statutory authority to regulate the use of the Subdivision under § 204.010(a)(6) with respect to leasing activities; and

WHEREAS, based on a review of activity in the Subdivision and surrounding neighborhoods, the Board of Directors has determined that short term leases and leases for less than the entire Lot are uses of the Subdivision that, both by their intrinsic nature and practice in the Subdivision, constitute an annoyance or nuisance to the Subdivision and reduce the desirability of the Subdivision, thereby constituting a nuisance; and

WHEREAS, the Board of Directors has further determined that the leasing and renting of swimming pools and other amenities separate from the entire Lot is a business or commercial use that constitutes nuisance and violates Section 7 of the Declaration; and

WHEREAS, the Association deems it necessary to preserve the value and desirability of the Subdivision, to prohibit activities that may be or become a nuisance or annoyance to the Subdivision, deems short-term leases and leasing less than the entire Lot at a time, to be inconsistent with single family residential purposes, deems such uses as activities which diminish the residential character of the Subdivision, considers the mere existence of such uses and the effect of such uses a nuisance or annoyance to the Subdivision, and deems it necessary to advise owners and potential purchasers that such practices are prohibited within the Subdivision; and

WHEREAS, the Association further deems it necessary to adopt regulations governing certain aspects of using the Subdivision for leasing purposes, and to be able to contact tenants and offsite owners in order to provide necessary services, obtain access, enforce the Declaration and otherwise meet its duties and obligations of governance under the Declaration; and

WHEREAS, this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code § 202.001, et. seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts, establishes and imposes on the Subdivision, the following "Regulations":

- 1) **"Transient or Hotel Purpose" means leasing, renting, letting, licensing, or otherwise conveying an interest in a "Lot", as that term is defined by the Declaration, or any portion thereof, within the Subdivision to any person:**
 - a. **in a manner or through any service that Chapter 351 or Chapter 352 of the Texas Tax Code applies to (or their successor statutes); or**

- b. who, during the life of the lease, **does not** (i) receive or intend to receive their regular mail from the United States Postal Service at that Lot; (ii) pay for or intend to pay for all or part of the utilities for that Lot in their name; (iii) own the furniture, or a significant portion thereof, on that Lot; or (iv) list or intend to list the street address for that Lot on their Form 1040, US Individual Income Tax Return, or other Internal Revenue Service forms for the applicable year.

The foregoing list shall be interpreted as non-exhaustive. Additional factors establishing a Transient or Hotel Purpose or Residential Purpose may be considered by the Board of Directors in enforcing this provision.

A Transient or Hotel Purpose shall be found to exist in any instance in this Subsection 1.a. applies. If Subsection 1.a. does not apply, but one or more of the factors in Subsection 1.b. do apply, or if there are any other factors that cause the Board of Directors to believe that a Transient or Hotel purpose exists or may exist do apply, then the Board of Directors shall determine on a case-by-case basis, and in their sole and absolute discretion, whether such a Transient or Hotel Purpose exists.

- 2) **“Short Term Lease” means leasing a Lot within the Subdivision for a Transient or Hotel Purpose, or for a period of less than six (6) consecutive months. Short Term Leases are prohibited in the Subdivision.**
- 3) The foregoing prohibition on Short Term Leases is contemplated to exclude instances wherein an Owner conveys their entire fee simple interest in a Lot to a new Owner, and the new Owner permits the former Owner to continue to reside on the Lot under a lease for a limited specified period of time after the date on which the conveyance of said fee simple interest takes place, provided that the circumstances of such a lease are actually incident to a *bona-fide* conveyance of a Lot, and the contracts related thereto. The specific circumstances of such an arrangement shall be considered by the Association and the Board of Directors, in its sole and absolute discretion, to determine whether or not it constitutes a violation of these Regulations.
- 4) **No Lot shall be leased unless the lease is for the entire Lot.** Leasing individual rooms or areas in the same Lot to one or several different tenants is prohibited, and the Association further considers such uses as violating the “single family residential purposes” restriction.
- Notice:** Pursuant to Title VIII of the Civil Rights Act of 1968, as amended, upon written request an Owner may be entitled to a reasonable accommodation to this provision if such accommodation may be necessary to afford an Owner or resident of a Lot equal opportunity to use and enjoy the Lot and Dwelling because of a disability/disabilities.
- 5) **No Lot shall be advertised on Airbnb.com, VRBO, or any similar site or advertisement source for a Short Term Lease.**

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- 6) **Any Owner who leases their Lot for any period of time must provide the following information to the Association, at least 7 days in advance of the effective date of the lease:**
 - a) The Lot Owner's offsite mailing address, and contact information including phone number and email address.
 - 7) **For any Owner who leases their Lot the lease must be in writing and must specify the following:**
 - a) The tenant agrees to use the Lot solely for the purpose as a single family residence.
 - b) The Lot may be occupied only by members of the tenant's immediate family and others whose names are specified in the lease agreement.
 - c) Neither the tenant, nor the Owner, may sublet or assign the leased Lot or any portion of the leased Lot.
 - d) Tenant specifically agrees to comply with the Declaration, Bylaws, Rules, Regulations, and all other Governing Documents of the Association.
 - 8) **Any Owner who leases their Lot must provide a copy of the Declaration, Bylaws, Rules, Regulations, and all other Governing Documents to their tenant.**
 - 9) **Any Owner who leases their Lot must provide a copy of the lease agreement to the Association.** A consumer or credit report, or a lease/rental application submitted by the applicant, tenant, or their agent to the Owner or the Owner's agent, do not have to be provided. The copy of the lease must be submitted to the Association within 7 days of the effective date of the lease, and within 7 days of the effective date of any renewal or extension of the lease.
 - 10) **All tenant communication to the Association shall be directed solely through the landlord/Owner of the Lot.** A written assignment of such communication rights to the tenant, may be provided to the Association by the record Owner or the Owner's personal representative.
 - 11) Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration, the Rules, Regulations and all other Governing Documents of the Association. The failure of a family member, tenant, guest, or invitee to comply will result in enforcement action against the Owner of the Lot associated with the family member, tenant, guest, or invitee.
 - 12) Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance.

- 13) **No Owner shall lease the individual amenities of their Lot separate from the entire Lot, including swimming pools and other amenities.** Leasing swimming pools or other amenities on a Lot without leasing the entire Lot is prohibited and the Association further considers such uses as violating the “single family residential purposes” restriction.
- 14) No Owner may allow access to, or use of, their swimming pool or other amenities for commercial or business purposes at any time.
- 15) **No Lot’s swimming pool or other amenities (both outdoor and indoor) shall be advertised on Swimply.com or a similar site or advertisement source for pool or amenity rentals.**
- 16) Nothing in this policy shall be construed as prohibiting Owners from inviting social guests to use their swimming pools or other amenities, provided that such uses are not commercial or business-related in nature, no money or fee is paid for the use, and such activity does not otherwise constitute a nuisance.
- 17) These Regulations shall be carried out and applied by the Board of Directors in their sole discretion, in light of the circumstances and considerations related to an alleged violation, leasing in the Subdivision generally, and any and all such other considerations or circumstances that the Board of Directors deems relevant.
- 18) To enforce these Regulations, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to initiating legal action, the cost of which, including actual attorney’s fees and other reasonable costs incurred in enforcement, shall be added to the Owner’s assessment account and collected in the manner provided by the Declaration.

[SIGNATURE AND ACKNOWLEDGMENT FOLLOW ON NEXT PAGE]

CERTIFICATION

“I, the undersigned, being a Director of Briar Park Community Improvements Association, Inc., hereby certify that the foregoing instrument, titled: Regulations Regarding Leasing, was approved by at least a majority of the Association Board of Directors, at an open Board of Directors meeting, properly noticed to the members and at which a quorum of the Board of Directors was present.”

By: Carrie Bivins

Print Name: CARRIE BIVINS Title: PRESIDENT

ACKNOWLEDGEMENT

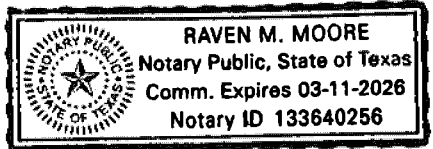
STATE OF TEXAS §
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BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21st day of November, 2023.

Raven Moore
Notary Public, State of Texas

Prepared and E-recorded by:
HOLTOLLETT, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024



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EXHIBIT "A"

Section	Clerk's File No.
Briar Park, Section One	C772571
Briar Village, Section One	D162445
Briar Village, Section Two	D524953
Briar Village, Section Three	E050902
Briar Village, Section Four	E326535
Briarworth, Section One	E756459

all, in the Map Records of Harris County, Texas, along with any amendments and replats thereto, and any additional real property brought within the Jurisdiction of Briar Park Community Improvements Association, Inc., now and in the future.

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11/27/2023 12:01 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.




COUNTY CLERK
HARRIS COUNTY, TEXAS

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