

WINDSTONE COLONY COMMUNITY ASSOCIATION, INC.
LEASING RULES AND REGULATIONS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS Windstone Colony Community Association, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for Windstone Colony, Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9, and Windstone Colony South, Sections 1, 2, 3, 4 and 5, all being additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s Volume/Page Nos. 438/142, 446/132, 490/144, 501/022, 518/072, 550/261, 556/006, 545/173, and 678/480, respectively, and under Clerk’s Volume/Page Nos. 598/115, 646/222, 671/091, 681/439, and 678/480, respectively, along with any amendments and replats thereto (collectively, hereinafter the “Subdivision”); and,

WHEREAS Section 204.010(a)(6) of the Texas Property Code empowers the Association, by and through its board of directors, to regulate the use of the Subdivision; and,

WHEREAS the Association is governed, in part, by the Declaration of Covenants, Conditions and Restrictions for Windstone Colony, recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. U342396, along with any amendments, annexations, and supplements thereto (hereinafter the “Declaration”); and,

WHEREAS Article X, Section 8 of the Declaration empowers the Association to impose fines on Owners who violate the Association’s restrictive covenants, rules, and regulations; and,

WHEREAS the Association has determined that short-term leases are inconsistent with the residential use of the Subdivision and diminish the residential character of the Subdivision; and,

WHEREAS the Association has determined that short-term leases negatively affect common areas, negatively affect the use and enjoyment by Owners of their Lots, and create a nuisance, annoyance, and/or undue burden on the Association and the Association’s Owners; and,

WHEREAS the Association therefore wishes to prohibit short-term leases in the Subdivision, so as to best serve the Association’s purposes and so as to protect property values in the Subdivision by preserving the Subdivision’s character as a residential community of single-family residences used as permanent residences; and,

WHEREAS the Association further wishes to impose additional leasing requirements to protect property values, forward the Association’s purposes, and protect the residential character of the Subdivision; and,

WHEREAS the Association’s governing documents do not prohibit or restrict the Association’s board of directors from imposing these leasing rules and regulations; and,

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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 attached hereto, the Association, by and through its board of directors, hereby adopts and imposes on the Subdivision, the following **LEASING RULES AND REGULATIONS**, as follows:

LEASING RULES AND REGULATIONS

1. **Definitions:**

- a. For the purposes of these Leasing Rules and Regulations, the term “Short Term Lease” (whether singular or plural), means and refers to leasing a Lot within the Subdivision for a Transient or Hotel Purpose.
- b. For the purpose of these Leasing Rules and Regulations, “Transient or Hotel Purpose” means leasing a Lot (which term shall include the dwelling and/or residence constructed on the Lot) within the Subdivision to any person:
 - i. in a manner or through any service to which Chapter 351 or Chapter 352 of the Texas Tax Code applies; or,
 - ii. 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.
 - iii. This list shall be interpreted as non-exhaustive. Additional factors establishing a Transient or Hotel Purpose may be considered by the Board of Directors in enforcing these Leasing Rules and Regulations.

2. **Transient or Hotel Purpose:** A Transient or Hotel Purpose shall be found to exist in any instance where Section 1.b.i applies (i.e., a Transient or Hotel Purpose shall be found to exist when a Lot is leased in a manner or through any service to which Chapter 351 or Chapter 352 of the Texas Tax Code applies). If Section 1.b.i does not apply, but one or more of the factors in Section 1.b.ii 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, then the Board of Directors shall determine on a case-by-case basis whether such a Transient or Hotel Purpose exists.

3. **Prohibition on Short Term Leases:** Short Term Leases are prohibited in the Subdivision and shall not be permitted under any circumstances.

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4. Leases Must Encompass Entire Lot: No Lot shall be leased unless the lease is for the entire Lot. Leasing individual rooms or areas in the same Lot to different tenants is prohibited as not being a single family use.
 - a. Pursuant to the Fair Housing Act, 42 U.S.C. §§ 3601 et seq., upon request, homeowners may be entitled to a reasonable accommodation from this prohibition if one is available.
5. Certain Advertising Prohibited: No Lot shall be advertised on Airbnb.com, VRBO, or a similar site or advertisement source, for a Short Term Lease.
6. Tenant Information Required: Any Owner who leases their Lot for any period of time must provide the following information to the Association, at least seven (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;
 - b. The names and contact information, including phone number and email address of the tenants who will reside at the Lot being leased;
 - c. The license plate numbers and make and model of the vehicles owned by the tenants who will reside at the Lot being leased that will be present at the Lot during the period of the lease;
 - d. The number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
7. Lease Requirements: **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 of a single family residence;
 - b. The Lot may be occupied only by persons whose names are specified in the lease agreement (with the exception of minor children related to the primary tenant listed on 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 and Regulations, and all other Governing Documents of the Association.

8. Owners Must Provide Governing Documents to Tenants: Any Owner who leases their Lot must provide a copy of all the Association's governing documents to their tenant, including (but not limited to) all restrictive covenants, rules, regulations, policies, and guidelines, applicable to the Lot.
9. Owners Must Provide Leases to Association: Any Owner who leases their Lot must provide a copy of the lease agreement to the Association. Sensitive personal information, including financial information, social security numbers, and driver's license numbers, do not have to be provided. The lease information must be submitted to the Association within seven (7) days of the effective date of the lease, and within seven (7) days of the effective date of any renewal or extension of the lease.
10. Tenant Communication: All tenant communication shall only be directed to the Association through the Owner of the Lot. A written assignment of such rights may be provided to the tenant or a personal representative, by the record Owner.
11. Owners are Responsible for their Tenants and Lot Residents: Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration, the Rules and Regulations and all other Dedicatory Instruments 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.
 - a. Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance.
12. Grandfather Provision: Any arrangement between any Owner of a Lot and a third-party that would otherwise qualify as a Short Term Lease, as defined herein, or a lease for less than the entire Lot that is already in existence at the time of this instrument's recordation in the Real Property Records of Harris County, is permitted to continue for one-hundred twenty (120) days from that date of recordation. Any such arrangement that continues thereafter shall be considered a violation of this instrument.
13. Right to Legal Action to Enforce this Section: To enforce the provisions of this instrument, 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.
14. Fines for Violations: Subject to the requirements (including but not limited to any and all notices requirements) of Chapter 209 of the Texas Property Code and/or its successor statute, in the event any Owner violates any provision of these Leasing Rules and Regulations, or in the event a violation of any provision of these Leasing Rules and Regulations occurs, exists, and/or arises on any Owner's Lot, said Owner shall be fined five hundred dollars (\$500.00), and shall be fined an additional five hundred dollars (\$500.00) every seven (7) days until the violation is cured. In the event a violation of these Leasing Rules and Regulations occurs on an Owner's Lot within six (6) months

of said Owner curing a prior violation of these Leasing Rules and Regulations, then subject to the requirements (including but not limited to any and all notices requirements) of Chapter 209 of the Texas Property Code and/or its successor statute, said Owner shall be fined seven hundred and fifty dollars (\$750.00), and shall be fined an additional seven hundred and fifty dollars (\$750.00) every seven (7) days until the violation is cured.

CERTIFICATION

“I, the undersigned, being a director of Windstone Colony Community Association, Inc., hereby certify that these Leasing Rules and Regulations were approved and adopted by at least a majority of the Association’s board of directors, at an open and properly noticed meeting of the board of directors, at which a quorum of the board was present.”

Signature: *[Handwritten Signature]*

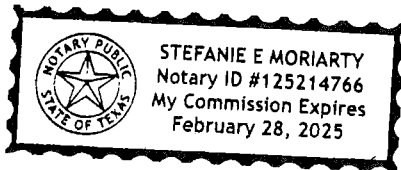
Printed Name: JAKE STANLEY

ACKNOWLEDGEMENT

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BEFORE ME, the undersigned authority, on this day personally appeared JAKE STANLEY, and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 15th day of November 2022.



[Handwritten Signature: Stefanie E. Moriarty]
Notary Public, State of Texas

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11/21/2022 03:59 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$34.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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