

**LAKESIDE IMPROVEMENT ASSOCIATION
LEASING POLICY**

The undersigned is an Officer of **Lakeside Improvement Association**, a Texas non-profit corporation (the "Association"), who hereby certifies that, at a duly noticed and open meeting of the Board of Directors of the Association ("Board"), held on the 14th day of October, 2021, at which a quorum of the Board was present, not less than a majority of the Board adopted the following **Lakeside Improvement Association Leasing Policy**, which shall become effective as a dedicatory instrument of the Association on the date the instrument is recorded in the Official Public Records of Real Property of Harris County, Texas:

LAKESIDE IMPROVEMENT ASSOCIATION LEASING POLICY

WHEREAS, pursuant to the dedicatory instruments of the Association, including but not limited to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakeside Estates and Lakeside Forest, recorded under Harris County Clerk's File No. **20150551169** (the "Declaration"), and the Amended and Restated By-Laws of Lakeside Improvement Association, recorded under Harris County Clerk's File No. **RP-2016-136147** (the "Bylaws"), the Association is the authorized governing body for the subdivision(s) described therein (the "Subdivision"), and is responsible for the administration of the Subdivision;

WHEREAS, TEX. PROP. CODE § 204.010(a)(6) provides that, unless otherwise provided by the Declaration or the Association's articles of incorporation or Bylaws, the Association, acting through the Board, may regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision;

WHEREAS, Article VII, Section 1 of the Bylaws grants the board of directors of the Association the authority to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, the Association's Articles of Incorporation, or the Declaration;

WHEREAS, TEX. PROP. CODE § 209.016(e) provides that the Association may request the following information to be submitted to the Association regarding a lease or rental applicant: (1) contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease; and (2) the commencement date and term of the lease;

WHEREAS, Section 1 of the Declaration, Land Use and Building Type, indicates Lots are to be used for single-family purposes only, and prohibits, except to the extent superseded by law, the following uses: any duplex, apartment, townhouse, condominium, hotel, boarding house, hospital, nursing home, childcare facility, halfway house, group home, assisted living facility or other use not specifically related to single-family residential purposes;

WHEREAS, the Association wishes to establish a policy governing the lease, rental and occupancy of Lots in accordance with and pursuant to its authority under Texas law and its dedicatory instruments;

NOW, THEREFORE, the Board hereby adopts the following Leasing Policy, applicable

to the Subdivision, and formal notice is hereby given to all existing and future Members, Owners of Lots, and any persons utilizing any Lots for any purpose that this Leasing Policy shall be in full force and effect from the date of recording of this instrument:

Any capitalized term used herein below shall have the same meaning as set forth in the Declaration unless specifically designated otherwise.

1. No Lot shall be leased or rented for any time period less than one year (365 consecutive days and nights);
2. A "lease" or "rental" as used herein, shall not include any use of any Lot for hotel, motel, or transient use by persons who do not utilize such Lot as a bona-fide primary or secondary residence. The use of any Lot for hotel, motel, or transient use shall be and is strictly prohibited. "Hotel, motel, or transient use" shall be defined so as to include, but not be limited to, any use for which the payment of a hotel or motel tax to the State of Texas or the City of Houston would be applicable.
3. Any lease, rental, or other occupancy agreement covering less than all residence improvements situated on a Lot shall be prohibited.
4. Each lease or rental relating to any Lot shall: (1) be in writing, and (2) provide that said lease or rental agreement is subject to the provisions of the Declaration, Bylaws, and all other existing and future recorded dedicatory instruments affecting the Lot (the "Dedicatory Instruments"), and (3) provide that any violation by any occupant of the Dedicatory Instruments shall constitute a default under the lease or rental agreement.
5. Any Owner desiring to lease a Lot shall submit the following information to the Association, in writing, prior to the commencement of any lease (whether the lease is verbal or in writing), and shall supplement the following information no later than 30 days after any change in same:
 - a. Contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at the Lot;
 - b. The commencement date and term of the lease applicable to the Lot.
6. Any time a Lot is leased or rented, the Owner shall furnish each tenant in writing with a copy of the Dedicatory Instruments, and each person leasing or renting any Lot in the Subdivision shall be required to comply with all provisions of the Dedicatory Instruments;
7. Any Owner who rents or leases their Lot is responsible for, and is liable to the Association for any damage to any property owned, maintained or managed by the Association that is caused by any person occupying the Lot as a result of said lease or rental;
8. Each Owner shall be responsible for and shall pay for any damage to the leased or

rented Lot and any improvements thereon caused by any party occupying said Lot as a result of any lease or rental.

9. Remedies in the event of non-compliance:
 - a. Any Owner who refuses, within 30 days of a written demand from the Association for same, to provide the documentation required in Paragraph 5 herein above shall be subject to the levy of an initial fine in an amount not less than \$200.00, with subsequent fines of not less than \$50.00 per month thereafter until such time as all requested information and documentation is provided;
 - b. Any Owner who violates the provisions of Paragraphs 1, 2, 3, shall be subject to the levy of a fine in the amount of \$1,500.00 for each such violation.
 - c. The Association may sue the Owner and/or any person occupying a Lot for any violation of this Leasing Policy or any provision of the Dedicatory Instruments, seeking injunctive relief, specific performance, damages, civil damages permitted under Chapter 202 of the Texas Property Code, attorney's fees and costs, and any other relief to which the Association may be entitled under Texas law;
 - d. All notices required by Chapter 209 of the Texas Property Code and any other applicable law shall be furnished by the Association to the Owner of the Lot to which the violation(s) apply.
10. Any lease or rental agreement in effect at the time of the recording of this Leasing Policy shall be permitted to continue until the expiration of the initial term thereof, but the provisions of this Leasing Policy shall apply to said Lot immediately upon the expiration of such initial term.
11. For any Lots subject to a lease or rental agreement at the time of recording of this Leasing Policy, the Owner(s) of said Lot(s) shall be required to furnish to the Association the information described in Paragraph 5 no later than thirty (30) days after the date on which this Leasing Policy is recorded.
12. Any provision of this Leasing Policy may be amended or rescinded by a majority vote of the Board of Directors at any meeting of the Board of Directors properly called for that purpose.
13. Any provision of this Leasing Policy determined to be illegal or unenforceable shall not affect the validity of any remaining provision(s).

Certified by the Secretary of the Association:

LAKESIDE IMPROVEMENT ASSOCIATION,
a Texas non-profit corporation


Jimmy McLean, Secretary

STATE OF TEXAS

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COUNTY OF Harris

This instrument was acknowledged before me on this 14th day of October, 2021, by Jimmy McLean, the Secretary of Lakeside Improvement Association, a Texas non-profit corporation, on behalf of such corporation.


Notary Public - State of Texas

