

FLEETWOOD PROPERTY OWNERS ASSOCIATION, INC.
REGULATIONS REGARDING LEASING

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Fleetwood Property Owners Association, Inc. (the "Association"), a Texas nonprofit corporation, is the governing entity for Fleetwood, Sections 1, 2, 3, 5 and 6, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerks File Nos. D543562, E387925, E087042, F327704 and F624043, along with any amendments, supplements and replats thereto (the "Subdivision"); and

WHEREAS, the Subdivision is governed by the Restrictions for Fleetwood Sections 1, 2, 3, III, 5, and 6, recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. D614496, E553416, E693996, E116716, F341486, and F658327, respectively, along with any amendments and supplements thereto (collectively referred to as the "Declaration"); and

WHEREAS, No. 7 of the Declaration (No. 8 for Section 3) prohibits activities on any Lot not related to single family residential purposes, and those which may be or become an annoyance or nuisance to the Subdivision; and

WHEREAS, pursuant to Texas Property Code, Section 204.010(a)(6), the Association, through its Board of Directors, is authorized to regulate the use of the Subdivision; and

WHEREAS, the Association deems it necessary to preserve the use of the Subdivision for single family residential purposes only, deems short term rental leases and leasing less than the entire Lot at a time, to be inconsistent with single family residential use, deems such uses as activities which may become an annoyance or nuisance to the Subdivision, and deems it necessary to advise owners in advance that such practices are prohibited within the Subdivision and violate the Declaration; and

WHEREAS, the Association deems it necessary to regulate certain aspects of using the Subdivision for leasing purposes, particularly with respect to short term leases, 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;

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.) Short Term Lease, means leasing a Lot within the Subdivision for a term of less than thirty (30) days.**

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- 2.) **No Lot shall be leased unless the lease is for the entire Lot.** Leasing individual rooms or areas within the same Lot to different tenants is prohibited as not being a single family use.
- 3.) **No Lot shall be leased, or sub-leased, for a period of less than thirty (30) consecutive days at a time.** Leases with a term of less than 30 days and are too temporary a use to be considered residential in nature. Additional factors establishing a residential purpose may be considered by the board in enforcing this provision.
- 4.) **No Lot shall be advertised on Airbnb.com or a similar site or advertisement source for a Short Term Lease.** In any event, leasing advertisements for any Lot shall specifically state that the lease must be for a minimum term of 30 days.
- 5.) **Any owner who leases their Lot must provide the following information to the Association:**
- 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 number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
- 6.) **For any owner who leases their Lot the lease 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 and Regulations, and all other Governing Documents of the Association.
- 7.) **Any owner who leases their Lot must provide a copy of the Declaration, and other Governing Documents to their tenant.**
- 8.) **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 drivers license numbers do not have to be provided. The lease information must be submitted to the Association within 2 weeks of occupancy of the Lot by tenant, or within 2 weeks of the effective date of any renewal or extension of the lease.

- 9.) All tenant communication shall only be directed to the Association through the landlord/Owner of the Lot. A written assignment of such rights may be provided to the tenant or a personal representative, by the record Owner.
- 10.) 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.
- 11.) Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance.
- 12.) 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, the costs of which actions shall be sought against the lot Owner.

CERTIFICATION

“I, the undersigned, being a Director of the Association, hereby certify that the foregoing resolution was approved by at least a majority of the Association Board of Directors, at a duly called open Board meeting, properly noticed to members, at which a quorum of the Board was present.”

By: Sharon Swanson

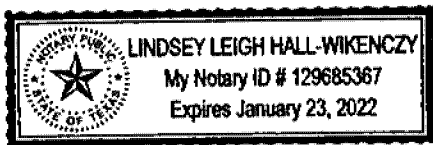
Print Name: Sharon Swanson Title: Secretary

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the day personally appeared 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, on behalf of the Association and that the statements contained therein are true and correct.

Given under my hand and seal of office this the 12th day of December, 2018.

Lindsey Leigh Hall Wikenczy
 Notary Public, State of Texas



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Pages 4
12/27/2018 09:26 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$24.00

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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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