

**HAWTHORN RIDGE PROPERTY OWNERS' CIVIC ASSOCIATION, INC.
REGULATIONS REGARDING LEASING**

(INCLUDING SHORT-TERM LEASING AND AMENITIES LEASING)

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS Hawthorn Ridge Property Owners' Civic Association, Inc., (hereinafter the "Association") is a Texas nonprofit corporation and the governing entity for Hawthorn Ridge, a subdivision in Montgomery County, Texas, according to the maps or plats thereof, recorded in the Map Records of Montgomery County, Texas, under Volume 7, Page 331, respectively, along with any replats, supplements, and amendments thereto (hereinafter the "Subdivision"); and,

WHEREAS, the Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Hawthorn Ridge, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 186904, along with any amendments, annexations, and supplements thereto (the "Declaration"); and

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 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

- 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.**
- 6) **Any Lot rented out for any purposes related to partying, holding an event, or anything else that attract a large group of people to a property will be considered a Short Term Rental under this agreement, and is prohibited.**
- 7) **Any Owner who leases their Lot for any period of time must provide the following information to the Association, within seven (7) days in 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 number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
 - d) The Association will retain copies of provided leases for the term of the lease, plus ninety (90) days.
- 8) **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.

- 9) **Any Owner who leases their Lot must provide a copy of the Declaration, Bylaws, Rules, Regulations, and all other Governing Documents to their tenant.**
- 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) Violation of these Regulations constitutes a violation of Article VII, Section 1 of the Declaration, and 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 reasonable attorney's fees and costs and other reasonable costs incurred in enforcement, shall be the responsibility of the violating Owner.

CERTIFICATION

“I, the undersigned, being a Hawthorn Ridge Property Owners` Civic 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: Cynthia H. Norman

Print Name: Cynthia H. Norman Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

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 21 day of September, 2023.

Kerrie Stone
Notary Public, State of Texas

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



E-FILED FOR RECORD

09/22/2023 12:28PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

09/22/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas