

**WHITE OAK RANCH SUBDIVISION HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RESIDENTIAL LEASES
AND RENTAL AGREEMENTS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

WHEREAS, the WHITE OAK RANCH SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, Section 209.016 of the Texas Property Code was amended by the 87th Texas Legislature dealing with the regulation of residential leases or rental agreements; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the residential plan and harmony of the community, and to provide clear and definitive guidance regarding residential leases and rental agreements, it is appropriate for the Association to adopt guidelines regarding residential leases and rental agreements within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Residential Leases and Rental Agreements* within the community:

Guidelines for Residential Leases and Rental Agreements

1. Information Required to be Submitted to Association.

In accordance with Texas Property Code Section 209.016(e), all owners renting their properties must submit the following information in writing to the association regarding their lease or rental applicants within ten (10) days of a lease being signed:

- a. contact information for each tenant including:
 - 1. name,
 - 2. mailing address,
 - 3. phone number, and
 - 4. e-mail address of each person who will reside at a property in the subdivision under a lease.
- b. the commencement date and term of the lease.
- c. Landlord’s current physical mailing address and phone number.

2. Definitions.

- a. “Renter” or “Tenant” may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract. Renters shall be subject to “Single Family” definition.

- b. "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. Leasing includes, but is not limited to, short-term or vacation rentals, temporary housing, transient housing, or retreat lodging.
- c. "Landlord" or "Owner" may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property. This same term may also apply to an owner's relative living in the home who leases the property.
- d. "Residence", "Property", "Properties" or "Premises" may be used interchangeably and shall mean the single-family residence or lot which is being rented.
- e. "Governing Documents" shall collectively mean the Association's Declarations, By-Laws, Rules and Regulations, ACC Guidelines, Board Policies, etc.
- f. "Single-Family" shall mean a husband and wife, two parents/partners, or an individual, with or without children or grandchildren (natural, adopted, or foster), Mother and/or Father, Mother-in-law and/or Father-in-law or the Legal Guardians of such children, etc.

3. Terms and Conditions.

- a. Written Lease. All leases for property should be in writing and provide that:
 - i. such lease is specifically subject to the provisions of the Association's Governing Documents;
 - ii. any failure of the Tenant to comply with the terms of the Governing Documents may be deemed to be a default under such lease;
 - iii. Tenant should use the Premises solely as a personal residence for single-family purposes only;
 - iv. the Premises should be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease should be signed by all adult occupants of the premises.
 - v. Tenant acknowledges receipt of a copy of or on-line access to the Governing Documents from Landlord and agrees to abide by all such documents.
- b. Single Family Purpose Rentals Only. Per the Association's governing documents, the property is to be used for single family purposes only.
- c. Copy of Association Documents to Tenant: The Landlord should provide the Tenant with copies of the Declarations and all other Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- d. Information Landlord Must Submit to Association: As stated above in Section 1, Landlord must provide the following information to the association regarding their lease or rental applicants within ten (10) days of signing the lease: 1) name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease, 2) the start and end date the lease, 3) landlord's current mailing address.
- e. Subleases and Assignments. Landlord must update all Tenant contact information with the Association should the Lease be subleased or assigned.

4. **Violations.**

- a. The Owner (Landlord) is responsible for ensuring compliance with all of the Association's Governing Documents.
- b. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.
- c. This Policy, all Governing Documents, and any additional Association Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

The guidelines are effective upon recordation in the Public Records of Montgomery County, and supersede any guidelines for residential leases and rental agreements outlined herein which may have previously been in effect. Except as affected by Section 209.016 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 7th day of December 2021.

**WHITE OAK RANCH SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

Signed: Joy L Baker
Name: Joy L. BAKER
Position: Secretary

SUBSCRIBED AND SWORN BEFORE ME
THIS 30 DAY OF December, 2021

Will Smith
NOTARY PUBLIC

