

**BELLAVITA AT GREEN TEE HOMEOWNERS' ASSOCIATION, INC.
AMENDED GUIDELINES FOR RESIDENTIAL LEASES
AND RENT AGREEMENTS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF HARRIS §

WHEREAS, the Bellavita at Green Tee 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; and

WHEREAS, these Amended Guidelines for Residential Leases and Rental Agreements shall replace and supersede the Guidelines for Residential Leases and Rental Agreements adopted in August 2021 and recorded under Clerk's File No. RP-2021-501222, Official Public Records of Harris County, Texas.

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, email, and phone number.

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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 for a period of six (6) months or more;
 - ii. such lease is specifically subject to the provisions of the Association's Governing Documents;
 - iii. any failure of the Tenant to comply with the terms of the Governing Documents may be deemed to be a default under such lease;
 - iv. Tenant should use the Premises solely as a personal residence for single family purposes only;
 - v. 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.
 - vi. 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. Leasing Restrictions.
 - i. The number of Residences that may be leased at any given time is limited to 5% of the total residences in the Subdivision. Only 30 residences may be used for leasing.
- c. Single Family Purpose Rentals Only. Per the Association's Governing Documents, the property is to be used for single family purposes only.

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d. 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.

e. 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.

f. 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.

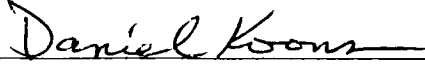
c. This Policy, all Governing Documents, and any additional Association Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

The guidelines are effective upon recordation in the Public Records of Harris 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.

CERTIFICATION

I, the undersigned, being the President of the Bellavita at Green Tee Homeowners' Association, Inc. hereby certify that the foregoing Policy was adopted by at least a majority of the Bellavita at Green Tee Homeowners' Association, Inc.'s Board of Directors at a properly noticed, open Board meeting, at which a quorum of the Board was present.

Approved and adopted by the Board of Directors on the 24 day of July 2024



_____, President of Bellavita at
Green Tee Homeowners' Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Daniel Koons
_____, President of BellaVita at Green Tee Homeowners' Association Association, Inc. a Texas
corporation, known to me to be the person and officer whose name is subscribed to the foregoing
instrument and acknowledged to me that he/she had executed the same as the act of said corporation
for the purpose and consideration therein expressed, and in the capacity therein stated.

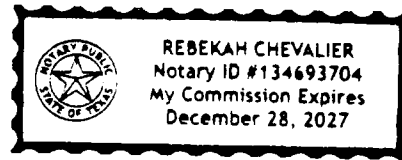
Given under my hand and seal of office this 24 day of July 2024.

Rebekah Chevalier
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

 SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479



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Pages 5
07/26/2024 01:46 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$37.00

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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