**WILLOW PARK GREENS HOMEOWNERS ASSOCIATION, Inc.**

**LEASING RESTRICTIONS AMENDMENT**

STATE OF TEXAS §

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COUNTY OF FORT BEND §

WHEREAS Willow Park Greens Homeowners Association, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for Willow Park Greens, an addition in Fort Bend County, Texas, and in Harris County, Texas, according to the map or plat thereof, recorded under Document No. 1177061 of the Map Records of Fort Bend County, Texas, along with any amendments, supplements, and replats thereto (hereinafter the “Subdivision”); and,

WHEREAS the Association is governed, in part, by the Declaration of Covenants, Conditions and Restrictions for Willow Green, filed for record in the Real Property Records of Fort Bend County, Texas, under Document No. 2001030335, along with any amendments, annexations, and supplements thereto (hereinafter the “Declaration”); and,

WHEREAS Article IV, Section 4.4(E) of the Declaration empowers the Association to enact rules covering the use and occupancy of the Subdivision; and,

WHEREAS Section 209.0041(h) of the Texas Property Code provides that a property owners’ association may amend its restrictive covenants by the vote of those owners having sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment; and,

WHEREAS there is a need to amend the Declaration to limit the number of leased Lots in the Subdivision, to better serve the Association’s Members, to better forward the Association’s purposes, and to protect property values in the Subdivision; and,

WHEREAS there is a need to impose additional leasing requirements to protect property values, to forward the Association’s purposes, to better serve the Association’s Members, and to protect the residential character of the Subdivision; and,

WHEREAS Owners having at least sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on this **LEASING RESTRICTIONS AMENDMENT** (hereinafter the “Amendment”) have voted to approve the Amendment, as evidenced by the signatures attached hereto; and,

WHEREAS this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code Section 202.001, et seq., and the Association shall and may exercise discretionary authority with respect to these Restrictive Covenants; and,

NOW THEREFORE, pursuant to the foregoing and as evidenced by the Certification hereto, the Association hereby amends the Declaration, as follows:

**LEASING RESTRICTIONS AMENDMENT**

**There shall be an Article III, Section 3.3, entitled “Leasing Restrictions,” which shall read and now reads as follows:**

3.3 Leasing Restrictions. Owners may not lease, rent, license, or let (hereinafter collectively referred to as a “lease” or “leasing”) their Lots, except as outlined herein.

1. No Leasing Until the Expiration of One (1) Year of Ownership: No Owner who purchases a Lot in the Subdivision subsequent to the recording of this Amendment may lease their Lot until the expiration of twelve (12) months from the date such Owner recorded the deed by which they took title to such Lot.

1. Community-Wide Lease Limitation: At no time shall more than fifteen percent (15%) of the total number of Lots in the Subdivision be leased.
2. Written Requests Required in Advance of Leasing: To ensure that this limitation is not exceeded, any Owner who intends to lease their Lot shall first send a written request to the Association at: Sterling Association Services, Inc., Attention: Leasing, 6842 North Sam Houston Parkway West, Houston, Texas 77064.
3. Response Time: Upon receiving an Owner’s written request to lease their Lot, the Association shall, within twenty-one (21) days of receipt thereof, notify the Owner if the fifteen percent (15%) limitation has been met and, in either case, if the Owner’s request has been accepted or declined.
4. Written Consent Required: No Owner may lease their Lot until said Owner receives written authorization to do so from the Association. So long as the fifteen percent (15%) limitation has not been met, permission shall not be unreasonably withheld. The Association shall make reasonable efforts to ensure that all Owners who wish to lease their Lots are granted an opportunity to do so. To accomplish this and to otherwise ensure that the opportunity to lease Lots is provided in a fair and equitable manner, the Association may, from time to time, establish rules and regulations governing leasing in the Subdivision, as it may deem appropriate. The Association may include in such rules and regulations reasonable fines and penalties for any violation of this Section.
5. Certain Leases Prohibited:
   1. **Short Term Leases are prohibited in the Subdivision and shall not be permitted under any circumstances.**
   2. For the purposes of this Section, the term “Short Term Lease” (whether singular or plural), means and refers to leasing a Lot within the Subdivision for a Transient or Hotel Purpose.
   3. For the purpose of this Section, “Transient or Hotel Purpose” means leasing a Lot (which term shall include the dwelling and/or residence constructed on the Lot) within the Subdivision to any person:
      1. in a manner or through any service to which Chapter 351 or Chapter 352 of the Texas Tax Code applies; or,
      2. who, during the life of the lease, does not (i) receive or intend to receive their regular mail from the United States Postal Service at that Lot; (ii) pay for or intend to pay for all or part of the utilities for that Lot in their name; (iii) own the furniture, or a significant portion thereof, on that Lot; or (iv) list or intend to list the street address for that Lot on their Form 1040, US Individual Income Tax Return, or other Internal Revenue Service forms for the applicable year.
      3. This list shall be interpreted as non-exhaustive. Additional factors establishing a Transient or Hotel Purpose may be considered by the Board of Directors in enforcing this Amendment.
   4. Transient or Hotel Purpose: A Transient or Hotel Purpose shall be found to exist in any instance where Section 3.3(e)(c)(i) applies (i.e., a Transient or Hotel Purpose shall be found to exist when a Lot is leased in a manner or through any service to which Chapter 351 or Chapter 352 of the Texas Tax Code applies). If Section 3.3(e)(c)(i) does not apply, but one or more of the factors in Section 3.3(e)(c)(ii) apply, or if there are any other factors that cause the Board of Directors to believe that a Transient or Hotel purpose exists or may exist, then the Board of Directors shall determine on a case-by-case basis whether such a Transient or Hotel Purpose exists.
   5. **Leases Must Encompass Entire Lot: No Lot shall be leased unless the lease is for the entire Lot. Leasing individual rooms or areas in the same Lot to different tenants is prohibited as not being a single family use. No Owner, not residing on their Lot, may lease their Lot unless and except the lease is for the entirety of the Owner’s Lot and encompasses the entirety of the Owner’s Lot, including any and all improvements thereon. No Owner’s Lot, nor any portion of Owner’s Lot, may be subject to more than one (1) lease agreement at any given time. Owners are strictly prohibited from allowing their Lot or any portion of their Lot to be subject to more than one (1) lease agreement at any time. Owners residing on their Lots may rent to a roommate or roommates subject to the other terms of this Amendment.**
      1. Pursuant to the Fair Housing Act, 42 U.S.C. § 3601 et seq., upon request, homeowners may be entitled to a reasonable accommodation from this prohibition if one is available.
6. Tenant Information Required: Any Owner who leases their Lot for any period of time must provide the following information to the Association, at least seven (7) days in advance of the effective date of the lease:
   1. The Lot Owner’s offsite mailing address, and contact information including phone number and email address;
   2. The names and contact information, including phone number and email address of the tenants who will reside at the Lot being leased;
   3. The number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
   4. The Association’s board of directors may adopt rules and regulations governing leasing in the Subdivision, and such rules and regulations may provide for and/or require Owners leasing their Lots to provide additional tenant information beyond that information listed herein.
7. Lease Requirements: **For any** **Owner who leases their Lot the lease must be in writing and must specify the following:**
   1. The tenant agrees to use the Lot solely for the purpose of a single family resident;
   2. The Lot may be occupied only by persons whose names are specified in the lease agreement (with the exception of minor children related to the primary tenant listed on the lease agreement);
   3. Neither the tenant, nor the Owner, may sublet or assign the leased Lot or any portion of the leased Lot;
   4. Tenant specifically agrees to comply with the Declaration, Bylaws, Rules and Regulations, and all other Governing Documents of the Association.
8. Written Leases Required: No Owner may lease their Lot except pursuant to a written agreement executed by the Owner and the Owner’s tenant(s).
9. Subleasing Prohibited: Subleasing is strictly prohibited. No Owner of a leased lot shall allow their Lot to be subleased. Because subleasing is strictly prohibited, all Owners leasing their Lots are required to include in the written agreement creating the lease a provision prohibiting tenants from subleasing the Lot, and such provision must state that subleasing shall be considered a substantive breach of the lease agreement.
10. Tenants Bound to Restrictive Covenants: All Owners leasing their Lots are required to include in the written agreement creating the lease a provision requiring their tenants to abide by, obey, and honor, the Association’s restrictive covenants, rules, regulations, policies, and/or other governing documents, and such provision must state that violating the Association’s restrictive covenants, rules, regulations, policies, and/or other governing documents, shall be considered a substantive breach of the lease agreement.
11. Copy of Lease to Association: Within seven (7) days of the execution of any written agreement creating a lease, Owner of the leased Lot shall provide a full and complete copy of said written agreement to the Association.
12. Hardship Situations: Any Owner suffering from a financial or personal hardship that renders the Owner unable to reside in their Lot may apply to the Association to lease the Lot, even if fifteen percent (15%) limitation has been met. In such situations, the Association, in its sole discretion, shall be authorized (but not required) to permit the Owner to lease their Lot subject to the requirements herein.
13. Immediate Family Members: Lots owned by an Owner and occupied by an immediate family member (defined as persons related in the first and second degrees of consanguinity) of that Owner shall not be considered leased for the purposes of this Section.
14. House-Sitters/Pet-Sitters: In the event an Owner must employ a house-sitter and/or pet-sitter due to a scheduled extended absence, this shall not be considered leased for the purposes of this Section, so long as such Owner notifies the Association, in writing, within seven (7) days of the house-sitter and/or pet-sitter start date.

**[CERTIFICATION AND AUTHENTICATION TO FOLLOW]**

**CERTIFICATION**

“I, the undersigned, being a director of Willow Park Greens Homeowners Association, hereby certify that this Amendment was approved through the execution of written instruments, by Owners having at least sixty-seven percent (67%) of the total votes allocated to property owners in the Subdivision.”

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and known by me to be 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 and that the statements contained therein are true and correct.

Given under my hand and seal of office this the                  day of                          , 20\_\_.

Notary Public, State of Texas