

RENTAL AND LEASING POLICY

PEBBLE GLEN ON THE LAKE PROPERTY OWNERS ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, the Board of Directors of the Pebble Glen on the Lake Property Owners Association (the "Association") desires to adopt the following policy regarding rentals regulating the use, occupancy, and leasing of residential properties due to the potential negative impact of short term residential rentals on the common elements and subdivision in general;

WHEREAS, Article III, Section 1 of the Association's Declaration of Covenants, Conditions and Restrictions states in relevant part, "...no Lot shall be used for business or professional purposes of any kind except as outlined in Section 2 herein...The rental of a dwelling for occupancy as a residence shall not be construed as a business...";

WHEREAS, the Association's Board of Directors feel it is in the Association's best interests to clarify what constitutes "occupancy as a residence" by promulgating this Rental and Leasing Policy;

NOW THEREFORE, BE IT RESOLVED THAT the following Rental and Leasing Policy is hereby adopted:

RENTAL AND LEASING POLICY

I. 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.
- d. "Residence" shall mean the single-family residence or lot which is being rented for a term greater than 30 days;
- e. "Governing Documents" shall collectively mean the Association's Declarations, By-Laws, Rules and Regulations, ACC Guidelines, Board Policies, etc.
- f. "Single-Family" shall be 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.

II. Terms and Conditions.

Rentals are permitted in the Association providing that the following terms and conditions are met:

- a. Written Lease. All leases for any property must be in writing and shall 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 shall be deemed to be a default under such lease;
 - iii. Tenant agrees to use the Premises solely as a personal residence for single-family purposes only;
 - iv. the Premises may be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease must 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 (which Landlord is required to provide per Section II (e) below) and agrees to abide by all such documents.
- b. Lease Term. The lease shall provide for a minimum initial term of at least **30 days**. The Property may not be subleased and the lease may not be assigned at any time during the lease term.
- c. Single Family Rentals Only. It is expressly forbidden to rent, loan or lease a Property to more than one Single-Family at a time.
- d. No Signs. No signs shall be posted on the Property or any other place within the subdivision, Common Area, or on any right-of-way adjacent to the subdivision, advertising the availability of the property.
- e. Copy of Association Documents to Tenant: The Landlord must provide the Tenant with copies of, or on-line access to, all Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- f. Copy of Lease to Association. Each Owner is required to provide a copy of the lease to the Association as follows: No less than 2 weeks prior to the Tenant occupying the premises, and no less than 2 weeks prior to any renewal or extension of the lease agreement, the Landlord must provide the Association with a signed copy of the lease agreement and any applicable addendums thereto.
- g. Notice to Association. Within 10 days of a lease being signed, Landlord Property shall notify the Association of the lease and provide any additional information the Association or Board may reasonably require. The Landlord must provide his/her current mailing and physical address (no P.O. Boxes) and telephone number to the Association in writing. It is the responsibility of the Landlord to keep such contact information current in the Association's records.

III. Violations.

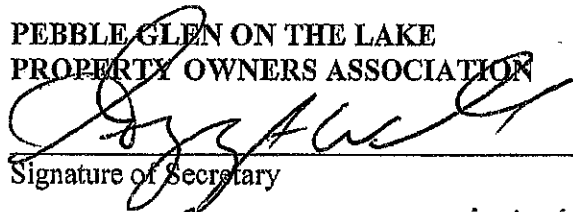
- a. The Owner (Landlord) is responsible for ensuring compliance with all Association's Governing Documents.
- b. In the event of a violation by Tenant, the Association will send notice to both the Landlord and the Tenant.
- c. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.

IV. Additional Rules.

The Board may adopt additional Rules and Regulations governing leasing and subleasing that are in addition to but consistent with this Policy. The Association shall have the right to enforce all Governing Documents, and any additional Rules and Regulations, against the Owner and the Tenants, individually and collectively. This Policy, all Governing Documents, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

Adopted this 28th day of September, 2015, by the Board of Directors of the Association.

PEBBLE GLEN ON THE LAKE
PROPERTY OWNERS ASSOCIATION



Signature of Secretary

Print Name: GREGORY A. Webb

THE STATE OF TEXAS

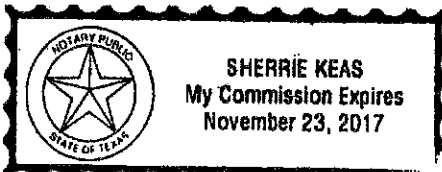
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COUNTY OF MONTGOMERY

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THIS INSTRUMENT was acknowledged before me on this the 28th day of Sept, 2015, by Gregory A Webb, Secretary of Pebble Glen on the Lake Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.



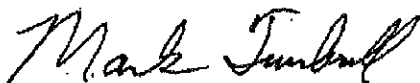


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After recording, please return to:
Daughtry & Jordan, P.C.
Attn: SC
17044 El Camino Real
Houston, Texas 77058
281-480-6888
schapa@daughtryjordan.com

FILED FOR RECORD

10/06/2015 8:50AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

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

10/06/2015



County Clerk
Montgomery County, Texas

