

WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION, INC.
RULES REGARDING LEASING, AND SHORT-TERM LEASING PROHIBITION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Williamsburg Settlement Maintenance Association, Inc. (the "Association"), a Texas nonprofit corporation, is the governing entity for Williamsburg Settlement, Sections 1-3, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas under Volume 241, Page 95, Volume 272, Page 95, and Volume 298, Page 81, respectively along with any replats or amended plats thereof (the "Subdivision"); and

WHEREAS, the Subdivision is subject to the Declaration of Restrictions for Williamsburg Settlement, Section One (1), the Declaration of Restrictions for Williamsburg Settlement, Section Two (2), and the Declaration of Restrictions for Williamsburg Settlement, Section Three (3) recorded in the Real Property Records of Harris County, Texas under Clerk's File Nos. F116011, F648638, and G765570 respectively (collectively the "Declarations"); and

WHEREAS, Article 1 of the Declarations provides that all lots in the Subdivision shall be used only for single family residential purposes; and

WHEREAS, Article 9 of the Declarations prohibits business or service activity of any kind from being conducted on or from any lot or from any improvements situated thereon, whether such activity be for profit or otherwise, and further prohibits noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance to the subdivision neighborhood from being permitted on any lot; 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 Board of Directors of the Association deems short term leases and leases for less than the entire lot to be inconsistent with the use of the Subdivision for single family residential purposes—being the only purposes permitted by the Declarations—and deems such leases to be a use of the Subdivision that may constitute or become an annoyance or nuisance to the subdivision neighborhood, and deems it necessary to advise owners that such practices are prohibited within the Subdivision; and

WHEREAS, the Board of Directors deem it necessary to adopt rules 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

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

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its Board of Directors, hereby adopts, establishes and imposes on the Subdivision, the following:

- 1.) **“Transient or Hotel Purpose”, means leasing a “Lot” (which term shall include the “Dwelling” constructed on the Lot), as that term is defined in the Declaration, within the Subdivision to any person:**
 - a. **in a manner or through any service that Chapter 351 or Chapter 352 of the Texas Tax Code, applies to; or**
 - b. **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.**

This list shall be interpreted as non-exhaustive. Additional factors establishing a Transient or Hotel Purpose or Residential Purpose may be considered by the Board of Directors in enforcing this provision.

A Transient or Hotel Purpose shall be found to exist in any instance Subsection 1.a. applies. If Subsection 1.a. does not apply, but one or more of the factors in Subsection 1.b., 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, do apply then the Board of Directors shall determine on a case-by-case basis whether such a Transient or Hotel Purpose exists.

- 2.) **“Short Term Lease”, means leasing a Lot within the Subdivision for a Transient or Hotel Purpose. Short Term Leases are prohibited in the Subdivision.**
- 3.) **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.
 - a) Pursuant to the Fair Housing Act, 42 U.S.C. §§ 3601 et seq., upon request you are entitled to a reasonable accommodation for this prohibition if one is available.
- 4.) **No Lot shall be advertised on Airbnb.com, VRBO, or a similar site or advertisement source for a Short Term Lease.**

- 5.) **Any owner who leases their Lot for any period of time must provide the following information to the Association, at least 7 days in advance 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 license plate numbers and make and model of the vehicles owned by the tenants who will reside at the Lot being leased that will be present at the Lot during the period of the lease.
 - d) The number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
- 6.) **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 and Regulations, and all other Governing Documents of the Association.
- 7.) **Any owner who leases their Lot must provide a copy of the Declaration, Bylaws, Rules and Regulations, and all other Governing Documents to their tenant.**
- 8.) **Any owner who leases their Lot must provide a copy of the lease agreement to the Association.** Sensitive personal information, including financial information, social security numbers, and drivers license numbers do not have to be provided. The lease information must be submitted to the Association within 7 days of the effective date of the lease, and within 7 days of the effective date of any renewal or extension of the lease.
- 9.) **All tenant communication shall only be directed to the Association through the landlord/Owner of the Lot.** A written assignment of such rights may be provided to the tenant or a personal representative, by the record Owner.
- 10.) Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration, the Rules and Regulations and all other Dedicatory Instruments 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.

- 11.) Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance.
- 12.) Any arrangement between any Owner of a Lot and a third-party that would otherwise qualify as a Short Term Lease, as defined herein, or a lease for less than the entire lot that is already in existence at the time of this instrument's recordation in the Real Property Records of Harris County is permitted to continue for one-hundred twenty (120) days from that date of recordation. Any such arrangement that continues thereafter shall be considered a violation of this instrument.
- 13.) To enforce the provisions of this instrument, 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.

CERTIFICATION

"I, the undersigned, being a Director of Williamsburg Settlement Maintenance Association, Inc., hereby certify that the foregoing instrument was approved by at least a majority of the Association Board of Directors, at an open Board meeting, properly noticed and at which a quorum of the Board was present."

By: [Signature]

Print Name: [Signature]

Title: Pres.

ACKNOWLEDGEMENT

STATE OF TEXAS

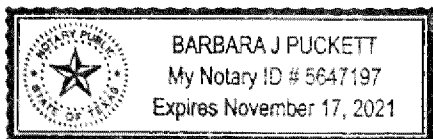
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COUNTY OF HARRIS

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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 20th day of May, 2021.



[Signature]
Notary Public, State of Texas

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

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Pages 6
05/21/2021 07:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$34.00

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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