

LEASING AND SHORT-TERM RENTAL POLICY  
*for*  
WOODLAKE FOREST IV HOMEOWNERS ASSOCIATION, INC.

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Dorothy C. Thompson Secretary of Woodlake Forest IV Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), certify that in the open session of a properly noticed meeting of the Board of Trustees (the "Board") duly called on the 28 day of December, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing and Short-Term Rental Policy was duly approved by at least a majority vote of the members of the Board in attendance:

**RECITALS:**

1. The property encumbered by this Leasing and Short Term Rental Policy is that property restricted by the Declaration of Covenants and Restrictions Woodlake Forest IV Section "A," the Declaration of Covenants and Restrictions Woodlake Forest IV Section "B," and the Supplemental Declaration of Covenants and Restrictions Woodlake Forest IV Section "C" (collectively the "Declaration") recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. D836442, E189316, and G990042 as same has been or may be amended and/or supplemented from time to time, and any other property which has been or may be annexed thereto and made subject to the authority of the Association.
2. Texas Property Code Section 204.010(a)(6) gives the Woodlake Forest IV Homeowners Association, Inc. ("Association"), acting through its Board of Trustees ("Board"), the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of the properties under the jurisdiction of the Association.
3. Pursuant to the Code, the Board hereby adopts this Leasing and Short-Term Rental Policy ("Policy") for the purposes of establishing rules and regulations for the leasing and short-term rental of the lots under the jurisdiction of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all owners and occupants within the Association. This Policy replaces any previously recorded or implemented policy, if any, relating to leasing and short-

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term rentals in the Association.

### LEASING AND SHORT-TERM RENTAL POLICY

1. Definitions
  - (a) Unless otherwise define herein the terms "lot," "owner," and "townhouse" as used in this Policy shall mean ascribed to them in the Declaration.
  - (b) Lease. The term "lease" as used in this Policy shall mean any type of agreement or arrangement which provides to a person(s) or entity(s) other than the owner of a lot the right to possess and use a lot and the townhouse on a lot.
2. A lot and/or the townhouse on a lot may be leased for single family residential purposes only (Declaration Article XII, Section 4).
3. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required, however, a "month-to-month" lease is allowed if the lessee(s) is the same person(s) who signed the original lease.
4. The lessee(s) of a lot must intend to occupy the lot and the townhouse on the lot for the entire term of the lease.
5. The Board does not have the authority to and will not approve or disapprove any lease.
6. An owner may not lease a room or any portion less than the entire lot and the entire townhouse on the lot. The lessee(s) of a lot is not permitted to sublease the lot or the townhouse on the lot or any portion thereof.
7. A lease must be in writing. Leasing the lot and/or the townhouse on a lot does not relieve the owner of the lot from the obligation to comply with the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to the Association's Dedicatory Instruments.
8. There may only be one lease for a lot (including the townhouse on the lot) at a time. Upon written demand from the Association, the owner of the lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such written demand is mailed. The owner may redact a lessee's social security number and/or driver's license number and/or government issued identification number prior to providing a copy of the lease to the Association. Upon written demand of the Association, the owner of the lot must provide to the Association the name, mailing address, phone number, and email address of each person who has reached the age of at least eighteen (18) years and who will reside at the lot within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the owner of the lot must provide to the Association the make, model, and license plate number of all vehicles owned, operated or controlled by all lessees of a lot within fourteen

(14) business days of the date such written demand is mailed (with the exception of any such vehicle is not and will not be parked on the lot or within any subdivision under the jurisdiction of the Association, including the public streets within such subdivisions).

9. Short-Term Rentals are expressly prohibited. A Short-Term Rental is: (a) any type of lease, agreement, or arrangement which provides to a person or entity other than the owner of the lot the use of and the right to possess the lot and/or the townhouse on the lot for less than one hundred eighty (180) consecutive days; or (b) a use of the lot that requires the owner of the lot pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid).
10. Any use of a lot or the townhouse on a lot that requires that the owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) shall constitute a non-single family residential use of the lot in violation of this Policy and the Declaration and such use is prohibited.
11. Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a lot that allows the buyer to lease the lot and the townhouse on the lot back to the seller for a period of not more than ninety (90) consecutive days is allowed.
12. The Association may, after the notice required by law, if any, is given, levy a fine on the owner of the lot in the amount of five hundred and 00/100 dollars (\$500.00) per day for a violation of any term or provision of this Policy. This fining provision supersedes any conflicting provision in any fining policy or fine schedule adopted by the Association.
13. It is not the intent of this Policy to exclude from a lot or the townhouse on a lot any individual who is authorized to so remain by any state or federal law.
14. If it is found that any term or provision of this Policy is in violation of any law, then this Policy will be interpreted to be as restrictive as possible to preserve as much of the intent of this Policy as allowed by law.

WOODLAKE FOREST IV HOMEOWNERS  
ASSOCIATION, INC.

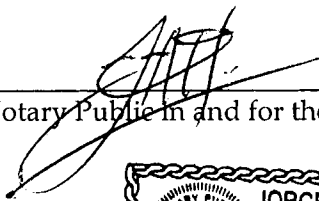
By: Dorothy C. Thompson  
As Secretary of the Association

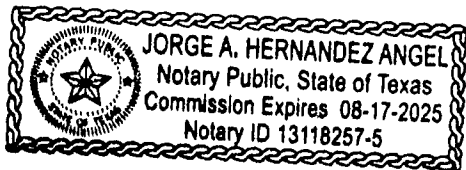
Name Printed: Dorothy C. Thompson

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 28 day of December, 2021, personally appeared Dorothy C Thompson, as Secretary of Woodlake Forest IV Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

  
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Notary Public in and for the State of Texas



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