

Windsor Lakes Homeowners Association, Inc.

Amended and Restated Regulations Regarding Leasing/Rentals and Prohibition of Short-Term  
Leasing/Rentals

STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

WHEREAS, Windsor Lakes Homeowners Association, Inc. (the Association"), a Texas Nonprofit Corporation, is the governing entity for Windsor Lakes, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, additions Montgomery County, Texas, according to the maps or plats thereof, recorded in the map records of Montgomery County, Texas, under Clerk's File Nos. 2002-131351, 2002-131514, 2002-131516 / 2003-056902, 2003-045017, 2003-045526, 2002-131688, 2004-020265, 2004-020276, 2004-048654, 2004-048655 and 2004-128282, respectively, along with any amendments or supplements thereto (the "Subdivision"); and

WHEREAS, Section 204.010(a)(6) of the Texas Property Code, authorizes the Association, through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision; and

WHEREAS, the Subdivision, which is for residential use, is subject to the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 2003-0683161, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes (DCCRs) specifies that property in Windsor Lakes, which is subject to the DCCRs and other controlling documents, is for residential use and shall be held, sold, transferred, conveyed, used, occupied, and otherwise encumbered subject to covenants, conditions, restrictions, easements, assessments, and liens, which are for the purpose of protecting the value and desirability of the real property for the benefit of each and every owner (DCCRs, Witnesseth); and

WHEREAS, Article VI, Section I, of the DCCRs authorizes the Board to promulgate rules and regulations applicable to Lots and Units including, but not limited to, rules concerning the leasing of Residences of Owners and the age restricted nature of the Community; and

WHEREAS, the DCCRs at Article V, Section 16 requires an owner who sells or leases a Unit or Lot to provide to the Association, in writing, the name of the purchaser or lease of said Unit or Lot, and such other information the Board may require within seven (7) days of the effective date of such sale or lease; and

WHEREAS, the DCCRs at Article V, Sections 5, requires the Owner of any Unit or Lot to notify the Board of Directors in Writing within ten (10) days of any change of occupancy of said Owner's Unit or Lot as a result of transfer, sale, gift, lease or any means, providing the names and ages (with verifying documents) of all current occupants of the Unit or Lot, or be subject to a fine; and

WHEREAS, Article VI of the DCCRs and the Board Resolution Establishing a Fine Policy provide that any Rules or Regulations or use restrictions which govern the conduct of Owners of a Unit or Lot which provide for sanctions against the Owners shall also apply to all occupants of that Unit or Lot, and Owners will be responsible for any violations by the Occupants; and

WHEREAS, Article VI of the DCCRs restricts use of the Residences in the Subdivision to single family residential purposes only, limiting Units or Lots to two (2) person per bedroom and a maximum of four (4) persons per Unit or Lot (except for temporary occupancy by visiting guests); and

WHEREAS, Article VI of the DCCRS provides housing for persons 55 years of age or older, and limits anyone under 19 years old from residing in any Unit or Lot for more than sixty (60) total days in any calendar year, as an age restricted community in compliance with state and federal laws; and

WHEREAS, the Association, in order to protect the value and desirability of the Lots and Units of Windsor Lakes, and to preserve the use of the Subdivision for single family residential purposes only, prohibited short term rental leases (less than twelve (12) consecutive months at a time) and leasing less than the entire Lot at any time, as inconsistent with single family use, and contrary to residential standards established in the DCCRs, and Windsor Lakes Residential Standards; and

WHEREAS, the Association deems it necessary to adopt additional rules governing certain aspects of using Units or Lots 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

Terms used but not defined in this document will have the meaning ascribed to such terms in that certain Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 2003-0683161, along with any amendments and supplements thereto (the Declaration"). The term "Units" has been used in Association controlling documents to refer to townhouses, and the term "Lots" has been used to refer to single family homes.

NOW THEREFORE, Pursuant to the foregoing, and as evidenced by the Certification hereto, the Association hereby adopts, establishes, and imposes on the Subdivision, the following Rental/Leasing Regulation Policy relating to the rental or leasing of a Unit or Lot, which shall run with the land and be binding on all Owners and Units or Lots within the Community:

## **LEASING REGULATIONS**

1. **Leased Property Cap:** The maximum number of Units and Lots to be simultaneously Leased (Cap) is five (5) percent of 572 properties, or 29.
  - A. For Units and Lots under lease and registered with the Association as of September 20, 2023, the Owner(s) of such Units or Lots shall be exempt from the two (2) year domicile requirement provided in Section 2, herein, below.
  - B. For Units and Lots under lease and registered with the Association as of September 20, 2023, the Owner(s) of such Units or Lots shall be exempt from the Cap limitation providing property ownership does not change.
  - C. The number of properties under lease will be maintained by the Association at the Windsor Lakes clubhouse.
2. **Residency:** An Owner, or the Owner at the time of the formation of a Trust or other legal entity (as long as the Owner or Owner's spouse is alive), must make the Unit or Lot their domicile for a minimum of two (2) consecutive years (24 consecutive months) prior to renting/leasing, and the leasing of said property cannot exceed the Cap or any other provision of these leasing regulations.
3. **Exemption:** An exemption from the Cap may be requested of the Board on a case-by-case basis for familial reasons. All other elements of this policy would remain effective, and such exemptions are not transferable.
4. **One Leased Property Limit:** After September 20, 2023, an owner may only own one leased property in the Subdivision at a time. "Leased Property" means an occupied Unit or Lot that is (a) not an Owner occupied property, or (b) a property that has been vacant for three (3) or more months. "Owner occupied property" means a property in which at least one occupant is an Owner or Owner's spouse or is related to an Owner or Owner's spouse by blood, marriage, adoption, or formal guardianship, and for which occupants do not pay rent.
5. **Lease Request and Registration Fee (Non-Refundable) Requirement:** Once informed of an opening under the Cap, an Owner seeking to lease a Unit or Lot must submit to the Association a completed Lease Request form (Exhibit A). The Association lease registration fee must be submitted along with the Lease Request at the time of filing of the request. As of the effective date of these Leasing Rules, the registration fee is \$300.00 with further amounts determined the Board from time to time in its sole discretion. The Board will notify the Owner if the request is accepted.
6. **Acceptance of Lease Request:** If the request is accepted, the acceptance is valid for a period of twelve continuous months, unless prior to the end of that twelve (12) months, that owner submits a Leasing Certificate, or until the Cap on leases is reached. No guarantee is made that an opening under the Cap will remain available for twelve (12) continuous months or until a Leasing Certificate is issued. There may be more than one Owner registered to offer for lease a property at any one time for one opening under the Cap.

If the Cap is reached prior to the end of the twelve months, the Owner will be informed that the acceptance is no longer valid. Should there be an opening prior to the expiration date of acceptance for that Owner, the Owner will be notified of the remaining time allowed under the acceptance.

7. The Owner of any Unit or Lot shall not place a leasing sign in the yard of the Unit or Lot requesting to be leased prior to acceptance of the request and Registration Fee by the Association. Placing a leasing sign prior to acceptance by the Board shall result in a fine of \$50.00 for the first month with subsequent fines of \$50.00 per day of violation, as set out in the Fine Policy. Similarly, when the acceptance expires or if it is no longer valid because the Cap has been reached, the Owner shall be subject to those same fines for continuing to post a leasing sign once notified. The Owner of any Unit or Lot shall remain liable to the Association for all assessments, duties, and expenses related to the lease.
  
8. Leasing Certificate: Prior to any new or renewed lease, an Owner shall be required to consult with the Association's Board of Directors and obtain an approved Leasing Certificate (Exhibit B) from the Association's Board of Directors, or its agent, at least within seven (7) days of the effective date of such sale or lease. The Owner shall provide the Board with the below required Information:
  - A. The Unit or Lot owner's name and off site mailing address, and contact information including phone number and email address. If the Owner of the Unit or Lot is a trust or a corporation/company, the owner must provide the name of a contact person, with a mailing address, 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 names and ages (with document verification) of all occupants who are authorized to reside in the Lot under the terms of the lease.
  - D. In accordance with the HOA Regulation provide a completed HUD Survey Form (Exhibit C) including a State or Federal issued photo ID as proof of age.
  - E. Copy of the executed lease. Sensitive personal information, including financial information and social security numbers do not have to be provided.

A Leasing Certificate (Exhibit B) for each new or renewed lease will be issued by the Association upon the Owner providing all required information and documentation. A lease is not considered valid until a Leasing Certificate has been issued by the Association.

For leases in existence prior to September 20, 2023, the Owner shall provide all information listed above. Owners who had prior leases are also required to follow the remaining terms of the leasing policy.

9. Lease to be in Writing: For any Owner who leases their Unit or Lot, the lease must be in writing and must specify the following:

- A. Commencement date and term of lease.
  - B. The tenant agrees to use the Unit or Lot solely for the purpose as a single family residence, as stated in this policy and the DCCRs.
  - C. The Unit or Lot can be occupied only by Qualified Occupants, and members of the Qualified Occupant's immediate family as specified in the DCCRs.
  - D. Neither the tenant, nor the Owner, may sublet or assign the leased Unit or Lot, or any portion of the leased Unit or Lot.
10. Owner is responsible for providing to the tenant(s) a copy of the Declaration of Covenants, Conditions, and Restrictions for Windsor Lakes, the By-Laws, the Residential Standards, and all other rules and regulations and governing documents, or been directed to the Associations' website for access to these documents, and the tenant acknowledges receipt and specifically agrees in writing to comply with the Declaration, Bylaws, Rules and Regulations, and all other Governing Documents of the Association.
11. Owner Responsibilities:
- A. **Liabilities:** The Owner remains liable to the Association for all assessments, duties, and communications relating to the Unit or Lot and its occupants. Violation notices will be sent to the Owner of the Unit or Lot in order to obtain compliance. Owners are responsible for ensuring that their tenants, family, guests, and invitees comply with the Declaration, the Rules and Regulations and all other Governing Documents of the Association. The failure of a tenant, family member, guest, or invitee to comply will result in enforcement action against the Owner of the Unit or Lot associated with the family member, tenant, guest, or invitee.
  - B. **Lease Termination:** The Owner of the leased property will confirm the lease provides it may be terminated in the event of a violation of the Dedicatory Instruments by the Occupants: and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the Occupants in such an event.
  - C. **Communications:** All tenant communication shall only be directed to the Association through the Landlord/Owner of the Unit or Lot. A written assignment of such rights may be provided to the tenant or a personal representative, by the Owner of the leased Unit or Lot.
  - D. **Supervision of Maintenance:** The Owner of a Leased property is responsible to the Association for periodic inspection and supervision of the appearance, condition, and maintenance of the yards and Rent House exteriors to ensure that the Leased property and Lot are maintained to a level that is at least commensurate with the neighborhood standard and in compliance with the Declaration. An Owner may not delegate to his tenant the Owner's responsibility for inspection and supervision.
  - E. **Surrogates:** The Association may refuse to recognize a lessee as a representative of the Owner unless the lessee presents written documentation that the lessee is the Owner's attorney in fact for

all purposes pertaining to the Leased property, or (2) the lessee is the Owner's appointed proxy for a meeting of the Association.

12. Restrictions:

A. Use of Community Amenities: An Owner who does not occupy a home in Windsor Lakes Community is not entitled to use the community amenities if the home is occupied as a Leased property. If an Owner leases their Unit or Lot, such Owner shall forfeit a right to use the Clubhouse and the Common Property during the term of the lease. The Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy, as well as payment of all assessment fees, fines and legal fees owed.

B. Single Family Residential Use Only: Single family use restrictions apply to any lease. Pursuant to our controlling documents, no Unit or Lot shall be leased unless the lease is for the entire Unit or Lot. Thus, Leasing any part of a Unit or Lot is prohibited, and leasing individual rooms or areas in the same Unit or Lot to different tenants is prohibited as not being a single family use as required by the DCCRs.

C. Age Requirements: No Unit or Lot shall be leased in a manner which violates the 55+ age restrictions contained in the DCCRs at Article VI. All persons entitled to occupy the Property under the lease must be 55 years of age or older ("Qualified Occupant"), or the bona-fide spouse, relative, or licensed caregiver, of a qualified occupant under the lease. No person under the age of 19 may reside at a Lot under a lease.

D. Short Term Lease: Means leasing a Unit or Lot within the Subdivision for a term of less than twelve (12) consecutive months. Short Term Leases are prohibited in the Subdivision because they are too temporary a use to be considered residential in nature. Leasing advertisements for any Unit or Lot shall specifically state that the lease must be for a minimum term of twelve (12) consecutive months.

E. Timeshare: Notwithstanding anything contained herein to the contrary, no Unit or Lot may be used for a Timeshare Plan or put to Timeshare Use, as those terms are defined in Chapter 221 of the Texas Property Code, or its successor statute.

F. Residential Purposes: Lease for residential purposes excludes a lease a lease of a Unit or Lot for use as any transient housing, including but not limited to "Airbnb" and "Vrbo" or other temporary and short-term rental services, and such uses are strictly prohibited and will be considered non-residential and conclusively a business use prohibited by and a violation of the DCCRs and our governing documents.

G. Sex Offender Restriction: No occupant of any Leased property may be a person who has been convicted of a sex crime (1) that involved a victim who was less than sixteen (16) years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when the offense was committed and who was not convicted as an adult is exempt from the application of this Section.

13. Enforcement: 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 imposing a fine of up to double the rent of the violating lease, or \$200.00 per day for other violations, depending on the severity of the violation and its impact on the Subdivision as determined by the Board in its sole discretion; and initiating legal action, the cost of which actions shall be levied as a Benefitted Assessment and subject to foreclosure.

**Exhibit A Lease Request**

The Lease Registration Fee (Payable to the Association) must be submitted along with this Exhibit A and is non-refundable.

Windsor Lakes Homeowners Association, Inc.

Owner Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Leased Property Address: \_\_\_\_\_

Owners Permanent Address: \_\_\_\_\_

By my signature below, I acknowledge and agree to the following:

I understand that the Unit or Lot to be leased is subject to the Governing Documents of the Windsor Lakes Homeowners Association Inc. (the Association) including but not limited to the following documents, which I have reviewed and understand: Declaration of Covenants, Conditions and Restrictions for Windsor Lakes, Articles of Incorporation: Bylaws: Residential Standards: Rental and Leasing Regulations; and all other recorded policies, rules, regulations and guidelines of the Association.

I understand it is the Owner's responsibility to provide the above referenced documents to tenants.

Agreed and Accepted: \_\_\_\_\_

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

Owner Printed Name: \_\_\_\_\_ Date \_\_\_\_\_

Windsor Lakes Homeowners Association, Inc, issued by:

Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_



**Exhibit B Leasing Certificate**

FOR PROPERTY SUBJECT TO WINDSOR LAKES HOMEOWNERS ASSOCIATION, INC.

This Leasing Certificate is executed on this day \_\_\_ of \_\_\_\_\_, 20\_\_\_, on behalf of the Windsor Lakes Homeowners Association, Inc., a Texas non-profit corporation.

**Property Address** \_\_\_\_\_, Conroe TX, 77384

**Current Property Owner(s)** \_\_\_\_\_

Current Property Owner(s) Contact Phone Number \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address(es) \_\_\_\_\_

Owner(s) attest and confirm that Owner(s) is/are current with no unpaid assessments, fees or fines as levied by the Association against the Owner(s) or the Unit or Lot, including any levied on any subsequent Occupant(s) of the Unit or Lot proposed to be leased by the Owner(s). Owner(s) initials \_\_\_\_\_

**Occupant(s) Information:**

Owner Initials (1) acknowledging that their lease may be terminated in the event of a violation of the Dedicatory Instruments by the Occupant(s); and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the Occupant(s) in such an event; and that Occupant(s) are advised of the Policy requirements and all other Dedicatory instruments (1) \_\_\_\_\_

Owner initials (2)(3) confirming Occupant(s) completed and submitted the Association's New Resident Registration Form (2) \_\_\_\_\_ HUD Form (3) \_\_\_\_\_.

**Occupant(s) Contact Information:**

Work/Home phone number \_\_\_\_\_ Mobile phone number \_\_\_\_\_

Mailing Address \_\_\_\_\_

Email Address(es) \_\_\_\_\_

**Lease Term**

Lease Start Date \_\_\_\_\_ Lease Duration \_\_\_\_\_ year(s) Lease End Date \_\_\_\_\_

**Exhibit B Leasing Certificate**

THE INFORMATION CONTAINED HEREIN IS ACCURRATE AS OF THE DATE IT IS ISSUED. IF THE LEASE TERMS CHANGE, AN UPDATED CERTIFICATE SHALL BE REQUIRED.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Occupant

\_\_\_\_\_  
Date

Windsor Lakes Homeowners Association, Inc, Certificate issued by:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### Exhibit C HUD Survey Form

Dear Windsor Lakes Resident:

We are writing you regarding the Windsor Lakes Homeowners Association, Inc.'s survey of residents. The U.S. Department of Housing and Urban Development (HUD) maintains regulations that pertain to communities such as ours that limits residents to households containing at least one member that is 55 years of age or older. In order for a 55 or older community to legally maintain its age restriction, at least eighty percent (80%) of the households in the community must be in compliance with the restriction. One aspect of the HUD regulations is a requirement that the Windsor Lakes Homeowners Association, Inc. determines and monitors the percentage of compliance that exists within the community every 2 years. We are writing to request your assistance in completing our survey so that we may maintain compliance with the HUD regulations. Please provide information below.

Property Address: \_\_\_\_\_ Are you leasing: Y / N Date: \_\_\_\_\_

#### PLEASE LIST EACH RESIDENT OCCUPYING THE RESIDENCE

- |    |       |               |                                    |
|----|-------|---------------|------------------------------------|
| 1. | _____ | _____         | _____                              |
|    | Name  | Date of Birth | Relationship to qualified occupant |
| 2. | _____ | _____         | _____                              |
|    | Name  | Date of Birth | Relationship to qualified occupant |
| 3. | _____ | _____         | _____                              |
|    | Name  | Date of Birth | Relationship to qualified occupant |
| 4. | _____ | _____         | _____                              |
|    | Name  | Date of Birth | Relationship to qualified occupant |

For each resident listed above please provide a copy of one of the following forms of identification:

(a) Driver's License, (b) Birth Certificate, (c) Passport, (d) Immigration Card, (e) Military Identification, (f) Any other official governmental identification that shows date of birth (g) A signed document (such as an affidavit, certification in a lease or purchase agreement, etc.) signed by any member of the household 18 years or older asserting that at least one person in the Unit or Lot is 55 or older.

If you are unable to provide a copy of one of the above forms of identification, please have a **neighbor or friend** that can attest to your identity and age fill out and sign the below:

Printed Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

This is to certify that the foregoing Resolution was adopted by at least a majority of the Association's Board of Directors at an open meeting of the Board of Directors, properly notice, at which a quorum of the board was present.

WINDSOR LAKES HOA

Name of Association

*[Handwritten Signature]*

Officer Signature

2/28/24

Date

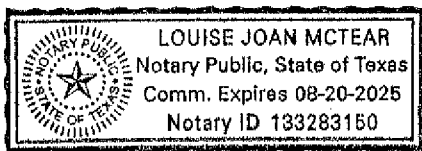
PETER G. LIVINGSTON

Officer Print

STATE OF TEXAS            §  
   §  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this day personally appeared *Peter G. Livingston*, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose in the capacity and with the authority therein expressed, as the act and deed of the corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28 day of February, 2024.



*Louise J McTear*  
Notary Public for the State of Texas

E-FILED FOR RECORD

03/04/2024 08:58AM



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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

03/04/2024



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas