

PROVIDENCE

RENTAL AND LEASING RULES

Rental and Leasing Rules

1. **Leasing Requirements.** The rental or leasing of any Lot or home in the Subdivision must comply with the following rules:
 - i. **One Rent House Limit.** A person may only own one Rent House in the Subdivision at a time. “Rent House” means an occupied house that is (x) not an Owner Occupied Home, or (y) a house that has been vacant for 3 or more months. “Owner Occupied Home” means a house 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.
 - ii. **Section 8 Housing Restriction.** A Rent House may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.
 - iii. **Minimum Lease Term.** Any lease must be for an initial term of not less than ninety (90) days.
 - iv. **Single Family Residential Use Only.** Single family use restrictions apply to any lease.
 - v. **Lease to be in Writing.** The lease must be in writing.
 - vi. **Rules to be Provided to Lessee.** The Owner must provide the lessee with copies of the Declaration, the Articles, the Bylaws, and all other rules, regulations, policies and procedures of the Association (the “Governing Documents” as a condition of entering into the lease. The lessee may be required to acknowledge, in writing, receipt of the Governing Documents.
 - vii. **Association Not Liable for Damages.**
 1. The Owner of a leased home is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner’s tenant.

2. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.
- viii. **Sex Offender Restriction.** No occupant of any Rent House may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 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.
- ix. **Supervision of Maintenance.** The Owner of a Rent House 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 Rent House 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.
- x. **Surrogates.** The Association may refuse to recognize (1) a lessee as a representative of the Owner unless the lessee presents documentation that the lessee is the Owner's attorney in fact for all purposes pertaining to the Rent House, or (2) the lessee is the Owner's appointed proxy for a meeting of the Association.
- xi. **Use of Community Amenities.** An Owner who does not occupy a home in Providence is not entitled to use the community amenities if the home is occupied as a Rent House. Although an Owner has a general right to delegate to the lessee the Owner's right to use common area amenities, the Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy.
- xii. **Owner Responsibility.** The Owner of a Rent House remains liable to the Association for all assessments, duties, and communications relating to the Rent House and its occupants.
- xiii. **Initial Owner Occupancy Term.** An Owner must reside in the home for the first twenty-four (24) consecutive months after acquiring an ownership interest in the home before the Owner may rent or lease the home pursuant to these Lease Rules.

2. **Additional Leasing Rules.** The following additional rules and procedures have been established by the Board of Directors pursuant to the enforcement authority set forth in the Declaration, as amended.
- i. **Registration Required.** An Owner seeking to lease a home must submit to the Association a completed Lease Notice form in substantially the same form and substance of the form attached hereto as **Exhibit A**, along with all required fees and documentation, prior to the commencement of the lease term.
 - ii. **Registration Fee.** The Association may charge a registration fee that must be submitted along with the Lease Notice at the time of registration. As of the effective date of these Leasing Rules, the registration fee is \$300.
 - iii. **Lease Addendum.** A completed Lease Addendum in substantially the same form and substance of the form attached hereto as **Exhibit B** must also be submitted with the Lease Notice.
 - iv. **Landscape Maintenance Service Agreement.** All leased or rented homes must be maintained by a third-party lawn maintenance and service provider. Owners may select the vendor, unless the Association determines that the vendor has failed to properly maintain the Owner's home. Information about the landscaping and lawn maintenance services must be provided to the Association with the Lease Notice.
 - v. **Notice to the Association.** By the earlier of the tenth (10th) day after executing a lease agreement for the lease of a home, or the seventh (7th) day before commencement of the lease term, the Owner shall provide the Board with: (1) the completed and executed Lease Notice, along with all required fees, and a completed an executed Lease Addendum; (2) a copy of the lease; (3) the names of the tenants and lessees and all other people occupying the home; and (4) information about the landscaping and yard maintenance arrangements that apply during the lease term (example - a copy of the landscaping and maintenance agreement with a service provider).
3. **Fines.** The following fines have been established by the Board pursuant to the enforcement authority set forth in the Declaration, as amended:

Owners violating the Leasing Rules, including, without limitation, a violation of the minimum lease term, may be fined at the discretion of the Board the amounts set forth below:

Violation	Fine Amount
Failure to Register	\$300 per week
Unauthorized Rental	\$300 per week
All Other Violations	\$50 First Fines
All Other Violations	\$100 Subsequent Fines

NOTE: Short-term rental activity prohibited under these Leasing Rules will be considered a continuing violation if the home continues to be advertised for lease periods shorter than the minimum term set forth herein. Accordingly, the fine amount will apply to the entire period of time until all rental activity, to include both leasing *and advertising for terms less than twelve (12) months*, ceases.

If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, or if the violation is considered incurable, the Association may take enforcement action and impose fines in accordance with applicable law.

4. **Existing Leases.** Copies of all leases in existence as of or prior to the date these Leasing Rules have been recorded must be provided to the Association within ninety (90) days after the date of recordation.
5. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by these Leasing Rules, all other terms and provisions of the Governing Documents will remain in full force and effect as written, and are hereby ratified and confirmed.

{SIGNATURE PAGE FOLLOWS}

PROVIDENCE – LEASE NOTICE

Owner Name: _____ Cell Phone: _____

E-mail Address: _____

Co-Owner’s Name: _____ Cell Phone: _____

E-mail Address: _____

Owner’s Permanent Address: _____

Leased Providence Lot Address: _____ (the “Lot”)

Lawn Maintenance Service Provider Name: _____

Lawn Maintenance Service Provider Phone Number: _____

Frequency of Service and Service Dates: _____

The following must be submitted along with the Lease Notice form:

Lease Addendum (attached)

Complete Lease Agreement (Owner to provide copy of lease)

Lease Registration Fee (Payable to the Association)

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

I understand the Lot is in a deed-restricted community, and that Providence Homeowners Association, Inc. (the “Association”), is authorized and empowered to enforce the deed restrictions. I have provided the Governing Documents of the Association to the lessee(s) of my Lot, including the following documents, which I have also reviewed and understand: Declaration of Covenants, Conditions, and Restriction for Providence; Articles of Incorporation; Bylaws; Rental and Leasing Rules; and all other recorded policies, rules, and guidelines of the Association.

Agreed and accepted:

Print Owner Name: _____ Print Owner Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

LEASE ADDENDUM

Lessee's Name: _____ Cell Phone: _____

Co-Lessee's Name: _____ Cell Phone: _____

E-mail Address: _____

Providence lot Street Address: _____ (the "lot")

By their signatures below, the undersigned acknowledge and agree to the following:

I/we understand the Lot is in a deed-restricted community, and that Providence Homeowners Association, Inc. (the "Association"), is authorized and empowered to enforce the deed restrictions.

I have received copies of all of the effective Governing Documents of the Association, including the Rental and Leasing Rules, and agree to be bound by them, including the following restrictions:

No Section 8 Housing. A Rent House may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.

No Sex Offenders. No occupant of any Rent House may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 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.

Authorization and Release – I/we understand use of the community amenities, facilities, and any common area is at our own risk. I/we, for myself/ourselves, my/our heirs, and for any minor children listed below (each, a "User"), DEFEND, HOLD HARMLESS RELEASE, AND INDEMNIFY the Association, and the Association's managers, agents, employees, affiliates, officers, directors, representatives, attorneys, accountants, other professionals engaged by the Association, and the Declarant (collectively, the "Released Parties"), from any and all claims and causes of action including, but not limited to, any claim for personal injury or property damage, arising out of or relating in any way to use of the community amenities, facilities, and any common areas. I agree to pay or reimburse the Association for any damage caused by members of my household or any household guest.

AGREED AND ACCEPTED – DATE: _____

OWNER:

NAME: _____ **SIGNATURE:** _____

LESSEE(S):

NAME: _____ **SIGNATURE:** _____

NAME: _____ **SIGNATURE:** _____