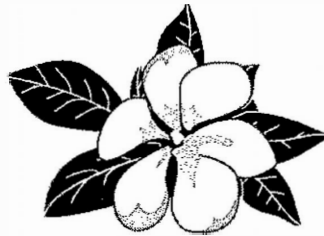


**AFTER RECORDING RETURN TO:**

Alex S. Valdes, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: avaldes@winstead.com



**SAVANNAH**

**RENTAL AND LEASING RULES**

**Savannah Community Association,  
a Texas non-profit corporation**

Savannah, Denton County, Texas

Cross-reference to that certain Declaration of Covenants, Conditions, and Restrictions for Savannah, recorded as Document No. 2003-R0176314 (Volume 5546, Page 2083) in the Official Public Records of Denton County, Texas, as the same may be amended from time to time, including the supplemental Rent House Rules Amendment (Article 19 of the Master Declaration), recorded as Document No. 2007-129051 in the Official Public Records of Denton County, Texas (together, the "Master Declaration").

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## SAVANNAH

### RENTAL AND LEASING RULES – PREFATORY COMMENTS

Terms used but not defined in this document will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, and Restrictions for Savannah, recorded as Document No. 2003-R0176314 (Volume 5546, Page 2083) in the Official Public Records of Denton County, Texas, as the same may be amended from time to time, including the supplemental Rent House Rules Amendment (Article 19 of the Master Declaration), recorded as Document No. 2007-129051 in the Official Public Records of Denton County, Texas (together, the “**Master Declaration**”).

Savannah Community Association (the “**Association**”) was created to administer the terms and provisions of the governing documents and enforce the rules, regulations, and restrictive covenants for the community and real property subject to the Master Declaration. Unless the Master Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the “**Board**”). The Association is empowered to enforce the covenants, conditions and restrictions of the Master Declaration, Certificate of Formation or Articles of Incorporation, Bylaws, and any rules and regulations promulgated by the Association pursuant to the Master Declaration and Bylaws, as adopted and amended from time to time (collectively, the “**Documents**”).

Pursuant to *Article 7, Section 7.3* of the Master Declaration, which provides that the Board and the Association have the authority to make rules governing the occupancy and leasing of lots, the Board hereby adopts the following rules and regulations (the “**Leasing Rules**”) relating to the leasing of a lot or Lot.

NOW THEREFORE, the Board hereby approves and adopts the Leasing Rules relating to the leasing of a lot or home as follows:

## SAVANNAH

### RENTAL AND LEASING RULES

#### Rental and Leasing Rules

1. **Leasing Requirements Under the Declaration.** The rental and leasing of any lot or home in the subdivision must comply with the Master Declaration, which contains the following rules, which are not subject to revision or amendment by the Board of Directors:

- i. **One Rent House Limit.** A person may only own one Rent House in Savannah at a time.
- ii. **Minimum Lease Term.** Any lease must be for an initial term of not less than thirty (30) days.
- iii. **Entire Home Rented – No Room Rentals.** A home or lot may be leased only in its entirety; no fraction or portion may be leased.
- 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 Master Declaration, the Bylaws, and all other rules, regulations, policies and procedures of the Association as a condition of entering into the lease.

The lessee may be required to acknowledge, in writing, receipt of the governing documents and rules.

- 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 Documents against his 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. **Positive Rental History.** Section 19.5.1 of the Master Declaration provides as follows: Adult occupants of a Rent House must have at least one (1) year of current and verifiable residential rental history and no history of evictions.
- ix. **Section 8 Housing Restriction.** Section 19.5.2 of the Master Declaration provides as follows: No Section 8 Housing. A Rent House may not be used for a publicly financed or subsidized housing program, such as Section 8 Housing.
- x. **Sex Offender Restriction.** Section 19.5.3 of the Master Declaration provides as follows: 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 he committed the offense and who was not convicted as an adult is exempt from the application of this Section.
- xi. **No "For Rent" or "For Lease" Signs.** Section 19.6.1 of the Master Declaration provides as follows: Without the Board's prior written permission, no person may post or maintain a sign anywhere on the Property that advertises a house for rent or for lease. This includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.
- xii. **Supervision of Maintenance.** Section 19.6.2 of the Master Declaration provides as follows: 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 Section 13.2 of the Declaration. An Owner may not delegate to his tenant the Owner's responsibility for inspection and supervision.
- xiii. **Surrogates.** Section 19.6.3 of the Master Declaration provides as follows: The Association may refuse to recognize (1) a renter as a representative of the Owner unless the renter presents documentation that the renter is the Owner's attorney in fact for all purposes pertaining to the Rent House, or (2) the renter is the Owner's appointed proxy for a meeting of the Association.

- xiv. **Use of Community Amenities.** Section 19.6.4 of the Master Declaration provides as follows: An Owner who does not occupy a home in Savannah 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 this tenant 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.
- xv. **Different Rules.** Section 19.6.5 of the Master Declaration provides as follows: The Association may promulgate use rules for renters that are different from use rules for Owners who occupy their homes. Also, the Association may prohibit, limit, and/or charge for the use of recreational facilities by renters.
- xvi. **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.
- xvii. **Initial Owner-Occupancy Term.** Owner resides in the home for the first twelve (12) consecutive months after acquiring an ownership interest in the home in accordance with Section 19.4.2 of the Master Declaration.

2. **Additional Leasing Rules.** The following rules and procedures have been established by the Board of Directors pursuant to the enforcement authority set forth in the Master Declaration.

- i. **Registration Required.** An Owner seeking to lease a home must submit a completed Lease Notice form, along with all required fees and documentation, to the Association 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 form at the time of registration. At present, the registration fee is \$100.
- iii. **Lease Addendum.** A completed Lease Addendum in the form promulgated by the Association 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. **Leasing Restrictions.** A lot or home may be leased only in its entirety; no fraction or portion may be leased. Single family use restrictions apply to any lease.
- vi. **Lease to be in Writing.** The lease must be in writing, and the Owner must provide the lessee copies of the Master Declaration, the Bylaws, and all other rules, regulations, policies and procedures of the Association as a condition of entering into the lease. The lessee may be required to acknowledge, in writing, receipt of the governing documents and rules.
- vii. **Notice to the Association.** By the earlier of the tenth (10<sup>th</sup>) day after executing a lease agreement for the lease of a home, or the seventh (7<sup>th</sup>) day before commencement of the lease term, the Owner shall provide the Board with: (1) a Lease Notice form along with all required fees and an executed lessee acknowledgement; (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 of Directors pursuant to the enforcement authority set forth in the Master Declaration:

Owners violating the Leasing Rules, including a violation of the minimum lease term, may be fined the amounts set forth below:

<b>Violation</b>	<b>Fine Amount</b>
Failure to Register	\$200 per week
Unauthorized Rental	\$200 per week
All Other Violations	\$150 First Notice
All Other Violations	\$200 Subsequent Notices

NOTE: Short-term rental activity prohibited under these 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 daily 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 not 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.** All leases in existence as of or prior to the date these rules are recorded must be provided to the Association within ninety (90) days of these rules becoming effective.
  
5. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Master Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED to be effective as of the 5<sup>th</sup> day of September, 2019.

SAVANNAH COMMUNITY ASSOCIATION, a Texas non-profit corporation

By: Katherine M Robinson  
Name: Katherine M Robinson  
Title: President, Savannah HCA

THE STATE OF TEXAS     §  
  §  
COUNTY OF DEATON     §

This instrument was acknowledged before me on the 5<sup>th</sup> day of SEPTEMBER 2019, by KATHERINE M. ROBINSON as PRESIDENT of Savannah Community Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

(seal) Carole J. Murphy  
Notary Public, State of Texas

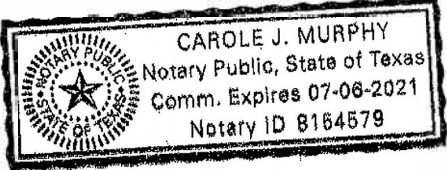




Exhibit A

LEASE NOTICE DOCUMENT

**SAVANNAH – LEASE NOTICE**

Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Co-Owner's Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Owner's Permanent Address: \_\_\_\_\_

Leased Savannah 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 this Lease Notice form:**

**Lease Addendum (attached)**

**Complete Lease Agreement (Owner to provide copy of lease)**

**Lease Processing Fee (Check 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 Savannah Community Association is authorized and empowered to enforce the deed restrictions. I have provided the community rules to the lessees of my lot, including the following documents, which I have also reviewed and understand: Declaration of Covenants, Conditions, and Restriction for Savannah, Rental and Leasing Rules, and Amenity and Pool Rules.

<i>Agreed and accepted:</i>	
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

**LEASE ADDENDUM**

Lessee's Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Co-Lessee's Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Savannah lot Street Address: \_\_\_\_\_ (the "lot")

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

I understand the lot is in a deed-restricted community, and that Savannah Community Association is authorized and empowered to enforce the deed restrictions.

I have received copies of the community rules and agree to be bound by them, including the Rent House Rules Amendment (Article 19 of the Master Declaration) which amendment contains the following rules:

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

19.5.3 **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 he committed the offense and who was not convicted as an adult is exempt from the application of this Section.

**Authorization and Release** – I understand use of the community amenities, facilities, and any common area is at my own risk. I, for myself, my heirs, and for any minor children listed below (each, a "User"), HOLD HARMLESS AND RELEASE Savannah Community Association (the "Association"), and the Community's managers, agents, employees, affiliates, officers, and directors, and Declarant (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:**

**NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_