

Denton County
Juli Luke
County Clerk

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AMENDMENT

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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.

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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

**WINDSONG RANCH
SUPPLEMENT TO COMMUNITY MANUAL**

TABLE OF CONTENTS

11. RENTAL RULES AND POLICIES

ATTACHMENT 11

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WINDSONG RANCH COMMUNITY ASSOCIATION, INC.
RENTAL RULES AND POLICIES

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Windsong Ranch – Master Covenant, recorded as Document No. 2014-20239, Official Public Records of Denton County, Texas, as amended.

Leasing Requirements. The rental or lease of any Lot must comply with the following rules:

1. **Entire Lot Rented – No Room Rentals.** A Lot may be leased only in its entirety; no fraction or portion of a Lot may be leased.
2. **Minimum Lease Term.** Any lease must be for an initial term of not less than twelve (12) months.
3. **Ownership Period.** An Owner must own a Lot for at least twelve (12) months prior to leasing the Lot.
4. **Applicable Rental Rules.**
 - i. **Lease to be in Writing.** The lease must be in writing. The lease must be provided to the Association prior to the commencement of the lease term. Any renewal agreement must also be provided to the Association.
 - ii. **Rules to be Provided to Lessee.** The Owner must provide the lessee with copies of the Covenant, including all amendments, and all rules, regulations, policies and procedures of the Association (the "Governing Documents") as a condition of entering into the lease. The lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.
 - iii. **Owner Responsible; Association Not Liable for Damages.** The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner's tenant.

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 Association's Governing Documents against the Owner's tenant.
 - iv. **No "For Rent" or "For Lease" Signs.** No person may post or maintain a sign on any property subject to the Covenant that advertises a Lot for rent or for lease.
 - v. **Violation Constitutes Default.** Failure by the tenant or the tenant's invitees to comply with the Governing Documents will be deemed to be a default under the lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the

power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Covenant.

- vi. **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, solely for the purpose of enforcing the Governing Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings against the Owner's tenant on his behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to enforce the eviction provisions in the Covenant.

5. **Registration Requirements.** The following registration requirements have been established pursuant to the enforcement authority set forth in the Covenant.

- i. **Registration Required.** An Owner seeking to lease a Lot must provide the lease agreement, along with any 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 at the time of registration.
- iii. **Lessee Information.** The Owner shall provide the Association with the names of the tenants and lessees at the time the lease is provided.
- iv. **Leasebacks.** A Seller's Temporary Residential Lease under Texas Real Estate Commission Form 15-5 is exempt from the Registration Requirements contained herein.

6. **Fines.** The following fines have been established by the Board of Directors pursuant to the enforcement authority set forth in the Covenant:

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

Violation	Fine Amount
Failure to Register	Initial Fine: \$25 After 15 Days: \$100 per week
Unauthorized Rental	\$200 per week
Short-Term Rental	\$30 per day
All Other Violations	Initial Fine: \$100 Continuing Violation: \$125 per week

NOTE: Short-term rental activity prohibited under these rules will be considered a continuing violation if the Lot 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.

7. **Suspension of Amenity Access.** The Board of Directors shall have the right to suspend and/or revoke an Owner's and the Owner's tenants' access to amenities for a violation of these Rental Rules and Restrictions until such time that the Owner comes into compliance with these Rental Rules and Restrictions.
8. **Owner Notices.** All notices of covenant and rule violations by any tenant or occupant of a Lot will be sent to the Tenant at the Lot address with a copy to the Owner at the alternate address provided by the Owner. Owner is jointly and severally liable for any fines or fees charged.
9. **Existing Leases.** All leases in existence on or before the date these rules are recorded must be provided to the Association within ninety (90) days of these rules becoming effective.
10. **Miscellaneous.** These Rental Rules and Policies may be amended by the Board of Directors in its sole and absolute discretion.