

**PROHIBITION OF SHORT-TERM AIRBNB-STYLE LEASING
HAYDEN LAKES COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS Hayden Lakes Community Association, Inc., (hereinafter the “Association”) is a Texas nonprofit corporation and the governing body of Hayden Lakes, Sections 1-11, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Clerk’s File Nos. 20140383189, 20140383190, 20140383191, 20150035841, 20150035842, 20150008739, 20150362211, 20150387177, 20150469728, 20150420670, and RP-2017-447477, respectively, along with any replats thereto and along with any other real property brought under the Association’s jurisdiction (hereinafter the “Subdivision”); and,

WHEREAS Lots in the Subdivision are subject to the restrictive covenants imposed by the Declaration of Covenants, Conditions and Restrictions for Hayden Lakes, recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. 20140420909, along with any supplements, annexations, and amendments thereto (hereinafter the “Declaration”); and,

WHEREAS Article VIII, Section A of the Declaration empowers the Association to make and promulgate rules and regulations concerning the use and enjoyment of the Subdivision; and,

WHEREAS Section 204.010(a)(6) of the Texas Property Code empowers the Association, by and through its board of directors, to regulate the use of the Subdivision; and,

WHEREAS the Association’s board of directors has determined that short-term leases are inconsistent with the residential use of the Subdivision and diminish the residential character of the Subdivision; and,

WHEREAS the Association’s board of directors has determined that short-term leases negatively affect common areas, negatively affect the use and enjoyment by Owners of their Lots, and create a nuisance, annoyance, and/or undue burden on the Association and the Association’s Owners; and,

WHEREAS the Association’s board of directors has therefore wishes to prohibit short-term leases in the Subdivision, so as to best serve the Association’s purposes and so as to protect property values in the Subdivision by preserving the Subdivision’s character as a residential community of single-family residences used as permanent residences and so as to protect Common Area; and,

WHEREAS the Association’s board of directors further wishes to impose additional leasing requirements to protect property values, forward the Association’s purposes, protect the residential character of the Subdivision, and protect Common Area; and,

WHEREAS this Dedicatory Instrument consists of Restrictive Covenants as defined by Texas Property Code §202.001, et seq., and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing and as evidenced by the certification attached hereto, the Association hereby adopts and imposes on the Subdivision the following:

**PROHIBITION OF SHORT-TERM AIRBNB-STYLE LEASING
(hereinafter the “Rules”)**

I. DEFINITIONS.

- (a) For the purposes of these Rules, the term “Lot” shall mean and refer to a Lot, as well as to any Homesite upon such Lot, as well as to any outbuildings, structures, residences, or Dwellings on such Homesite upon such Lot.
- (b) For the purposes of these Rules, the term “Short Term Lease” means and refers to leasing a Lot in the Subdivision for a Transient or Hotel Purpose. Leasing a Lot in the Subdivision for a Transient or Hotel Purpose constitutes leasing such Lot via a “Short Term Lease.”
- (c) For the purpose of these Rules, leasing a Lot for a “Transient or Hotel Purpose” means leasing a Lot in the Subdivision:
 - (i) to any person or entity in a manner or through any service to which Chapter 351 or Chapter 352 of the Texas Tax Code applies; or,
 - (ii) to any person or entity who, during the life of the lease:
 - (1) does not receive or intend to receive their regular mail from the United States Postal Service at that Lot; or;
 - (2) does not intend to pay for all or part of the utilities for that Lot in their own name; or,
 - (3) does not own the furniture, or a significant portion thereof, on the Lot; or,
 - (4) does not list or intend to list the street address for the Lot on their Form 1040, US Individual Income Tax Return, or other Internal Revenue Service forms for the applicable year.
- (d) All other capitalized terms in the Rules not defined in this document shall have the meaning imposed by Article I of the Declaration.

II. PROHIBITION ON SHORT TERM LEASING

- (a) No Lot in the Subdivision may be leased pursuant to a Short Term Lease. No Short Term lease shall be permitted in the Subdivision. No Owner may lease their Lot on a Short Term Lease basis.

- (b) No Lot shall be advertised on Airbnb.com, VRBO, or a similar site, platform, or advertisement source for a Short Term Lease, and Lot shall be advertised on any site, platform, or advertisement source as being available for rent on a Short Term Lease basis.

III. OTHER LEASING RULES AND REGULATIONS

- (a) No Lot shall be leased unless the lease is for the entire Lot. Leasing individual rooms or areas or portions in the same Lot to different tenants is prohibited as not being a single family use. Leasing individual rooms or areas or portions of a Lot to a tenant, while Owner continues to have the right to occupy a part of the Lot, is prohibited as not being a single family use.

- (i) Pursuant to the Fair Housing Act, 42 U.S.C. §§ 3601 et seq., upon request Owners are entitled to a reasonable accommodation for this prohibition if one is available.

- (b) Any Owner who leases their Lot for any period of time must provide the following information to the Association, at least seven (7) days in advance of the effective date of the lease:

- (i) The Lot Owner's offsite mailing address, and contact information including phone number and email address;

- (ii) The names and contact information, including phone number and email address, of the tenants who will reside at the Lot being leased;

- (iii) The license plate number and make and model of the vehicles owned by the tenants who will reside at the Lot being leased that will be present at the Lot during the period of the lease;

- (iv) The number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.

- (c) For any Owner who leases their Lot, the lease must be in writing and must specify the following:

- (i) The tenant agrees to use the Lot solely for the purpose as a single family residence;

- (ii) The Lot may be occupied only by persons whose names are specified in the lease agreement (with the exception of minor children related to the primary tenant listed on the lease agreement);

- (1) Neither the tenant, nor the Owner, may sublet or assign the leased Lot or any portion of the leased Lot;

- (2) Tenant specifically agrees to comply with the Declaration and all other governing documents of the Association.
- (d) Any Owner who leases their Lot must provide a copy of the Declaration, and all other governing documents, to their tenant; however, the failure of any such Owner to do so shall not relieve the Owner or tenant, in any form or fashion, of their obligation and duty to obey and abide by the any governing document of the Association.
- (e) Except in the event of an emergency, all tenant communication shall only be directed to the Association through the landlord/Owner of the Lot. A written assignment of such rights may be provided to the tenant or a personal representative, by the record Owner.
- (f) Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration and all other governing documents of the Association. The failure of a family member, tenant, guest, or invitee to comply will result in enforcement action against the Owner of the Lot associated with the family member, tenant, guest, or invitee.
- (g) To enforce the provisions of these Rules, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to initiating legal action.

IV. SEVERANCE CLAUSE/SAVINGS CLAUSE

- (a) In the event any provision of these Rules is determined to be unenforceable, and/or is adjudicated to be unenforceable, and/or is rendered unenforceable by statute or operation of law, the remaining provisions shall remain in full force and will continue to be in effect to the maximum extent permitted by law.

[CERTIFICATION AND ACKNOWLEDGMENT TO FOLLOW]

CERTIFICATION

“I, the undersigned, being a director of Hayden Lakes Community Association, Inc., hereby certify that the foregoing was approved by at least a majority of the Association’s board of directors, at an open and properly-noticed board, meeting, at which at least a quorum of directors was present.”

Signature: Jackie Schulz

Printed Name: Jackie Schulz

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, and known by me to be the person whose name is subscribed to the foregoing document, and being by me first duly sworn, declared that they are the person who signed the foregoing document, in their representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this the _____ day of _____, 2024.

Notary Public, State of Texas

