

PROHIBITION OF SWIMMING POOL RENTALS
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 II of the Declaration restricts the Subdivision to residential use; and,

WHEREAS Article VI, Section A of the Declaration prohibits Owners in the Subdivision for leasing any interest in, portion of, or improvement on, a Homesite in the Subdivision separately from the entire land and all improvements comprising the Homesite; and,

WHEREAS Article VIII, Section A of the Declaration authorizes the Association's board of directors to adopt rules and policies concerning enforcement of the covenants and restrictions contained in this Declaration; and,

WHEREAS the Association has determined that leasing or renting individual improvements on a Homesite or portions of a Homesite, separately from the entire Homesite, is a commercial use, is inconsistent with the residential use of the Subdivision, and diminishes the residential character of the Subdivision; 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 this PROHIBITION OF SWIMMING POOL (hereinafter the "Rules") as follows:

PROHIBITION OF SWIMMING POOL RENTALS:

1. No Owner in the Subdivision may lease any portion of a Homesite separately from the remainder of the Homesite. No improvement on a Homesite (including, but not limited to, a swimming pool on a Homesite) may be leased individually and/or separately from the entire Homesite upon which the improvement exists. All leases in the Subdivision must grant the lessee the sole and exclusive right to possess and occupy the Homesite and all improvements thereon through the entirety of the lease term, to the exclusion of all other persons, including Owner.

2. No commercial use of any improvement on a Homesite (including, but not limited to, a swimming pool on a Homesite) is permitted in the Subdivision. No Owner in the Subdivision may charge a fee or collect payment in exchange for allowing any person or persons, who do not primarily reside on Owner's Homesite, to access or use any improvement on Owner's Homesite (including, but not limited to, a swimming pool on Owner's Homesite).

3. No Owner in the Subdivision may lease any improvement on a Homesite (including, but not limited to, a swimming pool on a Homesite) through any platform, system, website, or publication designed for the leasing of individual improvements separate from the lease of the entire real property upon which the individual improvement is located.

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 Schultz
Printed Name: Jackie Schultz

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