

**POLICY CONCERNING RESIDENTIAL LEASES**  
**for**  
**DEL LAGO OWNERS ASSOCIATION**

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

I, EDD WEST, President of DEL LAGO OWNERS ASSOCIATION (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on November 23, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Policy Concerning Residential Leases was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS**

**WHEREAS**, the property encumbered by this Policy Concerning Residential Leases is that property restricted by the the Amended and Restated Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens Reservations and Easements, as recorded under Clerk's File No. 8857728, and Amendments – Clerk's File Nos. 9101144, 9333449, 9333713, 9639645, 9731154, 2007-073899, and 2010-085595; Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements Del Lago Section No. 1, as recorded under Clerk's File No. 8858793, and Amendments – Clerk's File Nos. 9631662 and 2000-038789; and Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements Del Lago Section 2 (Single Family), as recorded under Clerk's File No. 8858794, and Amendments – Clerk's File Nos. 9631663, 2000-038791 and 2007-073900, Official Records, Montgomery County, Texas, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association; and

**WHEREAS**, such Declaration grants the Board the power to adopt rules, regulations and/or guidelines under **ARTICLE IX - MISCELLANEOUS**, Section 9.05 Rules and Regulations, wherein it provides that “the Association shall have the right to adopt rules and regulations with respect to all other aspects of the Association's rights, activities, and duties, provided said rules and regulations are not inconsistent with the provisions of this Amended Declaration,” and

**WHEREAS**, the Texas Property Code Section 204.010(a)(6) provides that a property owners' association, acting through its Board may regulate the use of property within the Subdivision,” and

**WHEREAS**, on October 30, 2014, the Board of the Association took action to require residential lease terms to have a minimum duration of one (1) year, and the Association desires to include said policy in a separate or written rules and regulations.

**NOW, THEREFORE**, this Policy Concerning Residential Leases replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

## **POLICY CONCERNING RESIDENTIAL LEASES**

Pursuant to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements - Del Lago Section No. 1, as recorded under Clerk's File No. 8958793 and Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements - Del Lago Section 2 (Single Family), as recorded under Clerk's File No. 8858794, Official Records, Montgomery County, Texas, the Restrictions provide that "(A)ll Lots in the Property shall be used only for single-family residential purposes. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood. No Lot in the Property shall be used for any commercial, business or professional purposes. The renting or leasing of any improvements thereon or portion thereof without the prior written consent of the Association, is prohibited."

As used herein, the term "Residential Purposes" shall be construed to prohibit the use of said Lots for garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purpose. Each Lot improvement thereon shall be used for single family residential purposes. The rental of a dwelling for occupancy as a residence pursuant to an approved lease, as set out in Section 1. A. (2) hereof, shall not be construed as a business.

### **A. Leasing:**

- (1) **Definitions.** For purposes of this subsection, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. "Rent," rentals," or "renting" shall have the same meaning.
- (2) **Leases Approved.** If the lease or leasing strictly complies with the following terms and conditions, the lease shall be deemed approved without further action by either the Owner or the Board:
  - (a) **Written Lease.** All leases for any Property must be in writing and shall provide that:
    - (i) such lease is specifically subject to the provisions of this Declaration and all other dedicatory instruments of the Association;
    - (ii) any failure of the Owner or tenant to comply with the terms of the Declaration and all other dedicatory instruments shall be deemed to be a default under such lease; and
    - (iii) the Owner acknowledges giving to the tenant copies of the Declaration and all other dedicatory instruments, as a part of the lease.
  - (b) **Notice to Association.** Within 10 days of a lease being signed, the Owner of the leased residence shall notify the Association of the lease, the tenant(s) name(s), tenant(s) mailing address, tenant(s) phone number(s), tenant(s) email address(es), and the start date and term of the lease, by providing written notice to the Association or its management company, and provide any additional information the Association or Board may reasonably require.

- (c) **Whole House.** Any residence that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased. However, the separate leasing of a garage apartment, detached “in-law suite” or “guest house” or “servants’ quarters” is subject to approval by the Board.
  - (d) **One Family.** It is expressly forbidden to rent or lease and occupy an Owner’s Lot or residence to more than one Single-Family.
  - (e) **Lease Term.** The lease shall provide for a minimum initial term of at least one (1) year. The residence may not be subleased and the lease may not be assigned during the initial one (1) year term.
  - (f) **Termination.** In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board. The Board may grant approval for such a new lease if it determines that the Owner acted in good faith with no intent to circumvent the requirements of this subsection and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.
- (3) **Leases Prohibited.** Leasing of residences other than in strict conformity with Section A. (2) hereof, including short-term or vacation rentals, is prohibited.
- (4) **Additional Rules.** The Board may adopt Rules and Regulations governing leasing and subleasing in accordance with this Section on “Leasing” that are in addition to but consistent with this Section. The Association shall have the right to enforce the Declaration, all other dedicatory instruments, and any additional Rules and Regulations, against the Owner and the tenants, individually and collectively. This Declaration, all other dedicatory instruments, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the tenant of such.

I hereby certify that I am the duly elected, qualified and acting President of the Association, and that the foregoing Policy Concerning Residential Leases was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Montgomery County, Texas.

TO CERTIFY which witness my hand this the 23<sup>rd</sup> day of November, 2021.

**DEL LAGO OWNERS ASSOCIATION**

  
\_\_\_\_\_  
President -

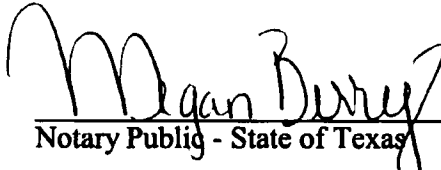
ATTEST:

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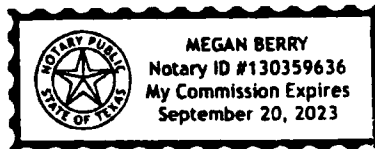
Secretary -

THE STATE OF TEXAS           §  
  §  
COUNTY OF MONTGOMERY   §

BEFORE ME, the undersigned notary public, on this 23<sup>rd</sup> day of November, 2021 personally appeared Edd West, President of DEL LAGO OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public - State of Texas

**AFTER RECORDING, RETURN TO:**  
**BRYAN P. FOWLER**  
**The Fowler Law Firm**  
**505 West Davis**  
**Conroe, Texas 77301**



**E-FILED FOR RECORD**

11/24/2021 10:00AM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**11/24/2021**



County Clerk  
Montgomery County, Texas