

**VICKSBURG COMMUNITY IMPROVEMENT ASSOCIATION
LEASING RULES AND REGULATIONS**

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS Vicksburg Community Improvement Association (hereinafter the “Association”) is a Texas nonprofit corporation and the governing entity for Vicksburg, a subdivision in Montgomery County, Texas, according to the map or plat thereof, recorded in the Real Property Records of Montgomery County, Texas, under Document No. 282379, along with any amendments, supplements, and replats thereto (hereinafter the “Subdivision”); and,

WHEREAS Article IX, Section 9.08 of the *Second Amended and Restated Declaration of Restrictions and Protective Covenants* provides that the Association may adopt and promulgate reasonable rules and regulations; and,

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

WHEREAS the Association has determined that short-term leases are inconsistent with the character of the Subdivision, diminish the long-term residential nature of the Subdivision, and are contrary to the Association’s purposes; and,

WHEREAS there is therefore a need to adopt rules and regulations regarding leasing in 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 above, and as evidenced by the certification hereto, the Association, by and through its board of directors, hereby these **LEASING RULES AND REGULATIONS**, as follows:

LEASING RULES AND REGULATIONS:

1. **Written Leases Required**: No Owner may lease their Lot except pursuant to a written agreement executed by and between the Owner and their tenant. Each written agreement creating a lease of real property in the Subdivision shall include within it a provision stating that any breach of the Association’s restrictive covenants, rules, regulations, or policies, by the tenant, shall be considered a substantive breach of the lease, and that such a breach shall constitute grounds for termination of the lease. Any Owner leasing their Lot must provide the Association a fully-executed copy of the lease within seven (7) days of the beginning of the lease term.

2. Tenant Information Required: Any Owner leasing their Lot must provide to the Association, within seven (7) days of the beginning of the lease term, the name, phone number, and email address, of every person over the age of eighteen (18) years that shall reside on the Lot pursuant to the lease.

3. Leases Must Encompass the Entire Lot: No Owner may lease their Lot, unless and except the lease is for the entirety of the Owner's Lot and encompasses the entirety of the Owner's Lot. No Owner may lease a fraction, portion, or part, of Owner's Lot or any improvement thereon, nor allow any lease of their Lot that would violate this restriction.

4. Subleasing Strictly Prohibited: No Lot in the Subdivision may be subleased, and any Owner leasing their Lot must include in the written agreement creating the lease a provision stating that any subleasing by Owner's tenant shall be considered a substantive breach of the lease, and that such a breach shall constitute grounds for termination of the lease.

5. Short-Term Leases Strictly Prohibited:

a. No Owner in the Subdivision may lease their Lot, or allow their Lot to be leased, for a term of less than seven (7) consecutive days. No lease term of less than seven (7) consecutive days shall be permitted under any circumstances in the Subdivision, except as outlined herein.

b. Any Owner who, at the time of the recording of these Rules and Regulations, was actively leasing their Lot for a term of less than seven (7) days, and any Owner who, at the time of the recording of this Amendment, was advertising their Lot as available for lease for a term of less than seven (7) days, may, subject to certain procedures outlined herein, designate their Lot a "Grandfathered Lot," subject to the conditions outlined herein.

i. Any Owner wishing to designate their Lot a Grandfathered Lot must, within thirty (30) days of the recording of these Rules and Regulations, either: (1) submit to the Association a fully executed lease agreement which demonstrates Owner's Lot was leased for a term of less than seven (7) days at the time of the recording of these Rules and Regulations; or, (2) submit to the Association documentation demonstrating that Owner's Lot was advertised and/or listed for lease, for a term of less than seven (7) days, at the time of the recording of these Rules and Regulations.

ii. In the event the Association receives valid written documentation as outlined herein, then the Association shall designate the Lot at issue a Grandfathered Lot, and shall notify the Owner of such designation.


iii. Any Grandfathered Lot shall remain a Grandfathered Lot until the expiration of one hundred and twenty (120) days from the date said Lot was designated a Grandfathered Lot, and at the expiration of this one hundred and twenty (120) day period, such Lot shall no longer be a

Grandfathered Lot. A Grandfathered Lot, while it is a Grandfathered Lot, may be leased for a term of less than seven (7) consecutive days. All other restrictions imposed by this Amendment shall apply to Grandfathered Lots.

6. Owners are Responsible for their Tenants. In the event an Owner's tenant, or any occupant of Owner's Lot, violates the Association's restrictive covenants, rules, regulations, and/or policies, then Owner shall be responsible for said violation, and any charges, fees, and costs (including attorneys' fees and costs) stemming from such violation shall be charged to Owner's account.

CERTIFICATION

"I, the undersigned, being a Director of Vicksburg Community Improvement Association, hereby certify that the foregoing was adopted by at least a majority of Vicksburg Community Improvement Association's board of directors, at an open and properly noticed meeting of the board, at which a quorum of the board was present."

By: 

Print name: Amanda S Everton

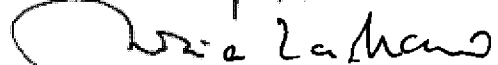
Title: Treasurer

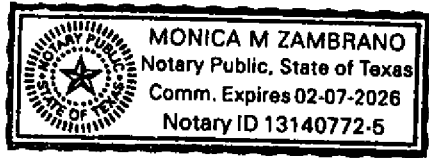
ACKNOWLEDGEMENT

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§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared 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 23rd day of September, 2022.


Notary Public, State of Texas



E-FILED FOR RECORD

09/29/2022 08:24AM



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.

09/29/2022



County Clerk
Montgomery County, Texas