

CHAMPION FOREST SECTION 12

LEASE REQUIREMENTS AND GUIDELINES

Introduction:

The Second Amendment to Declaration of Covenants, Conditions and Restrictions Champion Forest, Section 12 (“Second Amendment”), filed at Clerk’s File No. RP-2018-36330 in the Official Public Records of Real Property of Harris County Texas addresses the leasing of lots and residences in Champion Forest, Section 12.

These Lease Requirements and Guidelines (“Guidelines”) summarize some, but not all, of the relevant leasing requirements in the Second Amendment and impose additional requirements upon owners who lease a property.

A complete copy of the Second Amendment, along with all other Association governing documents, is available on the Association website at www.championforestvillas.com. **A property owner wishing to lease their property in Champion Forest, Section 12 should review the Second Amendment in detail to become familiar with all leasing requirements.**

The Second Amendment limits the number of lots that may be leased to nine (9) lots. No residence may be occupied by more than one single family. The Second Amendment gives some examples of what constitutes a single family. All leases must be in writing and comply with the requirements of the Second Amendment.

In the event that an owner leases their property in violation of the Second Amendment, the Association will make a reasonable attempt to contact the owner and try to resolve the violation without the need for legal action.

The Association maintains a list of current leases, as well as a wait list of owners desiring to lease their property. The wait list will be organized by the date the owner fulfills all requirements to be placed on the wait list, with number 1 on the wait list being the first owner who will be contacted by the Association if a leasing opportunity arises.

Owner Responsibility

For owners who have active leases:

- a. If a tenant leaves for any reason, the owner has thirty (30) days to submit a new lease agreement to the Association to review for compliance with the Second Amendment. If applicable, the owner may redact sensitive personal information (such as driver’s license number, date of birth, social security number, etc.) from the lease.

Owners seeking to be placed upon the wait list should take the following steps

- a. Contact the Association's Secretary whose contact information is available on the website. This communication should be in writing and sent by US Mail or email. The request should contain the owner's intention to lease, the property address, and the owner's contact information.
- b. Owners who express an interest in being placed on the wait list are required to submit a proposed lease agreement (non-executed) to the Association to review for compliance with the Second Amendment. This submission is to be within thirty (30) days of an owner initiating a request to be placed on the wait list.

Requirements and Guidelines

1. All leases must be in writing and must comply with the Second Amendment and these Guidelines.
2. All lease requirements of the Second Amendment must be clearly stated in the lease agreement without modification. Questions or points requiring clarification shall be referred to the Association's Secretary.
3. No residence may be occupied by more than one single family.

By way of illustration, the following are examples of an approved single family:

EXAMPLE: Resident 1 and Resident 2 live in residence.

Additional approved residents are:

- a) children of Resident 1 and /or Resident 2;
 - b) no more than a total of two (2) parents of Resident 1 or Resident 2;
 - c) one unrelated person; and
 - d) one household employee
4. The term "lease" means any type of agreement which provides the right to use and possess the residence to a person other than the Owner.
 5. Short-term leasing is prohibited. "Short-term leasing" means any lease term that is less than six (6) consecutive months. Vacation rental by Owner ("VRBO"), boarding house, "Airbnb", "bed and breakfast", and similar uses are prohibited.
 6. Each lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments of the subdivision [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute], and the Board of Directors, in its sole discretion, may require termination by the Owner and eviction of the tenant(s) in such event.

7. Each lease must provide that: (a) the lessee is bound by and subject to all the obligations of the Association's Dedicatory Instruments which include, but are not limited to, the Declaration of Covenants, Conditions and Restrictions Champion Forest, Section 12, which is filed at Clerk's File No. R374368 in the Official Public Records of Real Property of Harris County, as amended (collectively the "Declaration"); and (b) a failure to comply with the Association's Dedicatory Instruments will be a default under the lease.
8. The owner making such lease will not be relieved from any obligation to comply with the provisions of the Declaration.
9. An owner must produce a true and correct copy of each lease to the Association within ten (10) business days of the date the lease is executed. This copy is to be sent to Champion Forest Section 12, 22 Villa Bend Drive, Houston, Texas, 77069.
10. Each owner must provide the name, phone number and email of each tenant who is eighteen years of age or older to the Association within ten (10) business days of the date the lease is executed.
11. No exceptions or waivers will be granted to these requirements.