

**ELLA CROSSING HOMEOWNERS ASSOCIATION, INC.
GUIDELINES FOR RESIDENTIAL LEASES
AND RENTAL AGREEMENTS**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS.
COUNTY OF HARRIS §

WHEREAS, the ELLA CROSSING HOMEOWNERS ASSOCIATION, INC. ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, Section 209.016 of the Texas Property Code was amended by the 87th Texas Legislature dealing with the regulation of residential leases or rental agreements; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the residential plan and harmony of the community, and to provide clear and definitive guidance regarding residential leases and rental agreements, it is appropriate for the Association to adopt guidelines regarding residential leases and rental agreements within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Residential Leases and Rental Agreements* within the community:

Guidelines for Residential Leases and Rental Agreements

1. Information Required to be Submitted to Association.

In accordance with Texas Property Code Section 209.016(e), all owners renting their properties must submit the following information in writing to the association regarding their lease or rental applicants within ten (10) days of a lease being signed:

- a. contact information for each tenant including:
 1. name,
 2. mailing address,
 3. phone number, and
 4. e-mail address of each person who will reside at a property in the subdivision under a lease.
- b. the commencement date and term of the lease.
- c. Landlord's current physical mailing address and phone number.

2. Information that Must be Submitted Upon Request to the Association.

In accordance with Texas Property Code Section 209.016(e), the Association reserves the right to request tenant information from the owner(s). The Association will make such requests only when probable cause exists, supported by documented violations,

repeated complaints from multiple sources, observed noncompliance with Governing Documents, or concerns related to community safety and property maintenance. Any request for tenant information will be accompanied by written notice detailing the specific reason for the request along with supporting evidence. Property owners shall submit the required information below within (10) days from the date of the notice.

- a. Contact information for each tenant including:
 - i. Name;
 - ii. Mailing Address;
 - iii. Phone number; and
 - iv. E-mail address of each person who reside(s) at the property in the subdivision under the lease.
- b. The commencement date and term of the lease.

3. Definitions.

- a. "Renter" or "Tenant" may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract. Renters shall be subject to "Single Family" definition.
- b. "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. Leasing includes, but is not limited to, short-term or vacation rentals, temporary housing, transient housing, or retreat lodging.
- c. "Landlord" or "Owner" may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property. This same term may also apply to an owner's relative living in the home who leases the property.
- d. "Residence", "Property", "Properties" or "Premises" may be used interchangeably and shall mean the single-family residence or lot which is being rented.
- e. "Governing Documents" shall collectively mean the Association's Declarations, By-Laws, Rules and Regulations, ACA Guidelines, Board Policies, etc.
- f. "Single-Family" shall mean a husband and wife, two parents/partners, or an individual, with or without children or grandchildren (natural, adopted, or foster), Mother and/or Father, Mother-in-law and/or Father-in-law or the Legal Guardians of such children, etc.
- g. "Owner" or "Owners" shall mean the individual(s), entity/ entities, or legal titleholder(s) of a residence within the Association's jurisdiction. Owners are responsible for ensuring compliance with all Governing Documents, including but not limited to leasing regulations, tenant conduct, and property maintenance.

4. Terms and Conditions.

- a. Written Lease. All leases for property should be in writing and provide that:

- i. such lease is specifically subject to the provisions of the Association's Governing Documents;
 - ii. any failure of the Tenant to comply with the terms of the Governing Documents may be deemed to be a default under such lease;
 - iii. Tenant should use the Premises solely as a personal residence for single-family purposes only;
 - iv. the Premises should be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease should be signed by all adult occupants of the premises.
 - v. Tenant acknowledges receipt of a copy of or on-line access to the Governing Documents from Landlord and agrees to abide by all such documents.
- b. Single Family Purpose Rentals Only. Per the Association's governing documents, the property is to be used for single family purposes only.
- c. Copy of Association Documents to Tenant: The Landlord should provide the Tenant with copies of the Declarations and all other Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- d. Information Landlord Must Submit to Association: As stated above in Section 1, Landlord must provide the following information to the association regarding their lease or rental applicants within ten (10) days of signing the lease: 1) name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease, 2) the start and end date the lease, 3) landlord's current mailing address.
- e. Subleases and Assignments. Landlord must update all Tenant contact information with the Association should the Lease be subleased or assigned and provide immediately if required or upon request.

5. Violations.

- a. The Owner (Landlord) is responsible for ensuring compliance with all of the Association's Governing Documents.
- b. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.
- c. This Policy, all Governing Documents, and any additional Association Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

6. Failure to Cure Violations.

- a. In accordance with Texas Property Code Section 204.010(a), the Association may request that the owner obtain a professional property management company if there is repeated failure to maintain the home in accordance with the Governing Documents. The management company must be a licensed entity located within the state of Texas and responsible for ensuring compliance with maintenance and leasing requirements. The owner must

provide the Association with the management company's contact information within ten (15) days of the request. Under reasonable circumstances the owner may request an extension not exceeding 30 days for providing requested information to the association.

- b. A failure to cure violations shall be determined by, but not limited to, the following criteria:
- i. Chronic Non-Compliance – The property has received three (3) or more documented violations within a six (6) month period for the same or similar infractions, and the violations remain unresolved beyond the specified cure period.
 - ii. Failure to Remedy Property Deficiencies – The owner has not remedied a documented maintenance issue (e.g., landscaping, exterior repairs, structural hazards, fencing, or trash accumulation) within the compliance timeline provided in violation notices.
 - iii. Health & Safety Concerns – The property poses a public nuisance or health hazard, including but not limited to: pest infestations, excessive mold or structural decay, unsecured pools, or abandoned vehicles.
 - iv. Repeated Tenant Misconduct – If tenants have received multiple infractions related to excessive noise, unauthorized occupants, improper trash disposal, or failure to adhere to community standards, and the owner has not taken corrective action.
 - v. Failure to Respond to Notices – The owner has failed to acknowledge, respond to, or take action on multiple Association communications regarding non-compliance within the designated response periods.
 - vi. Legal or Municipal Citations – The property has been issued formal citations by local authorities (e.g., code enforcement, health department) that remain unresolved beyond the deadline for correction.

The Association reserves the right to evaluate each case based on documented violations and property conditions before requesting that the owner secure a management company. Owners may appeal the request in writing within ten (10) days of notification, providing evidence of compliance or a corrective action plan.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for residential leases and rental agreements outlined herein which may have previously been in effect. Except as affected by Section 209.016 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 29th day of May 2025.

[Signature Page to Follow]

ELLA CROSSING HOMEOWNERS
ASSOCIATION, INC.

Signed: RA
Name: Roberta Redding-Hubert
Position: President

RP-2025-209528