

Leasing Policy
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LEASING POLICY

SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.

This Leasing Policy for Sienna Plantation Residential Association, Inc. ("Policy") is hereby adopted by the Board of Directors of Sienna Plantation Residential Association, Inc. (the "Board"), and replaces in its entirety any previously recorded or implemented policy that addresses the subjects contained herein.

WHEREAS, the property encumbered by this Policy is the property restricted by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sienna Plantation (Sienna Plantation Residential Association, Inc.) recorded under Fort Bend County Clerk's File No. 2012104699 (the "Declaration"), as same has been and may be amended from time to time, and any other property which has been or may be annexed thereto and made subject to the Declaration and the authority of the Sienna Plantation Residential Association, Inc. ("Association");

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, pursuant to the authority provided in the Declaration and the Sixth Amended and Restated Bylaws of Sienna Plantation Residential Association, Inc., recorded under Fort Bend County Clerk's File No. 2015101431 as same have been and may be amended from time to time, the Board hereby adopts this Policy for the purposes of establishing a uniform and systematic procedure for the leasing of Dwellings within the Sienna Plantation Subdivision.

NOW, THEREFORE, IT IS RESOLVED, that the following Leasing Policy is hereby adopted by the Board, which shall run with the land and be binding on all Owners and Lots within the Subdivision.

LEASING POLICY

1. Defined Terms

The defined terms of "Residence" and "Dwelling" are used interchangeably in the Declaration. For purposes of this Policy, the term "Dwelling" will be used herein. Furthermore, the term Dwelling, as used herein, includes both the Lot and Dwelling thereon.



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2. **Declaration Leasing Provisions**

The Declaration contains a number of provisions regarding the leasing of Dwellings within the Subdivision. For ease of reference and purpose of completeness, those provisions are set forth as follows:

Article IX, Section 1:

- a. It is permitted for Owners to lease a Dwelling in the Subdivision, so long as the Occupants are leasing the entire land and improvements comprising the Homesite.
- b. "Leasing" is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.
- c. No fraction or portion of any Dwelling may be leased or rented.
- d. All leases must be in writing and shall contain such terms as the Association may prescribe from time to time.
- e. All leases shall provide that they may be terminated in the event of a violation of the Dedicatory Instruments by an Occupant or Occupant's family, and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the Occupant in such event.
- f. No Dwelling may be occupied by more than one single family.

Article IX, Section 6:

- a. Dwellings may be rented or leased only by written leases.
- b. All Occupants shall be subject to the terms and conditions of the Dedicatory Instruments as though such Occupant were an Owner.
- c. Each Owner of a Dwelling agrees to cause his Occupants to comply with the Dedicatory Instruments, and is responsible and liable for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants are fully liable for any such violation.
- d. All provisions of the Dedicatory Instruments which govern the conduct of Owners of a Dwelling and which provide for sanctions against Owners shall also apply to all Occupants of a Dwelling even though such Occupants are not specifically mentioned.
- e. Each Owner who leases his residence shall provide the Association with the name of his Occupant and a mailing address where such Owner can be contacted at all times.

- f. If an Owner leases or rents his Dwelling, such Owner shall not have a right to use the Common Area during the term of the lease.
- g. The Owner must lease or rent the entire Dwelling and not just a portion of the Dwelling. Renting or leasing a portion of the Dwelling is strictly prohibited.

3. Additional Leasing Policies

In addition to the above-mentioned provisions set forth in the Declaration, the following policies apply to the leasing of Dwellings within the Subdivision:

- a. A Dwelling may be leased for single family residential purposes only.
- b. The entire Dwelling must be leased to the same Occupant for a minimum term of six consecutive (6) months. No subleasing is allowed.
- c. A lease for “residential purpose” does not include a lease of a Dwelling for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, vacation rentals, party rentals, boarding house, “Airbnb”, “Home Away”, “VRBO”, or other short-term rental services, and such uses are strictly prohibited and will conclusively be considered a business use prohibited by the Declaration and this Policy and a violation of the Declaration and this Policy.
- d. Notwithstanding anything contained herein to the contrary, no Dwelling may be used for a Timeshare Plan or put to Timeshare Use, as those terms are defined in Chapter 221 of the Texas Property Code, or its successor statute.
- e. The leasing of a Dwelling that is not in compliance with the provisions of this Leasing Policy or the Declaration will be considered a violation of the Dedicatory Instruments governing the Subdivision.

Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Policy shall in no way affect any of the other covenants, restrictions, conditions or provisions which shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I hereby certify that, as Secretary of the Sienna Plantation Residential Association, Inc., the foregoing Leasing Policy was adopted on the 15th day of February, 2018, at a ~~meeting~~ of the Board of Directors at which a quorum was present.

electronically by

DATED this the 15th day of February, 2018.

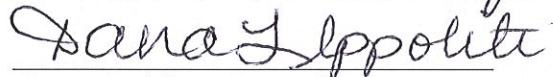
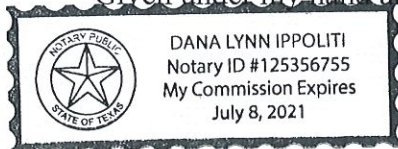


Derek Goff, Secretary

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Derek Goff, the Secretary of the Sienna Plantation Residential Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 15th day of February, 2018.



Notary Public – State of Texas

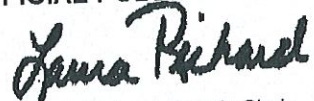
After Recording Return To:
Dana Ippoliti
Sienna Plantation Associations
9600 Scanlan Trace
Missouri City, TX 77459

| Policy Name | Approved/Finalized | Revised |
|----------------|--------------------|---------|
| Leasing Policy | February 15, 2018 | |

RETURNED AT COUNTER TO:

Dana Ippoliti - SPRA1
9600 Scanlan Trace
Missouri City TX 77459

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Laura Richard, County Clerk
Fort Bend County Texas

February 23, 2018 09:42:15 AM

FEE: \$23.00 CDC

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