



**LEASING AND OCCUPANCY POLICY**  
*for*  
**LAKES OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.**

STATE OF TEXAS                   §  
    §  
 COUNTY OF BRAZORIA         §

I, Sylvia Rivas, President of Lakes of Savannah South Community Association, Inc., (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 15th day of May 2025, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing and Occupancy Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Leasing and Occupancy Policy is that property restricted by the restrictive covenant documents referred to in the Association's current Management Certificate filed of record under Clerk's File Number 2025027429 in the Official Public Records of Real Property of Brazoria County, Texas for each subdivision under the jurisdiction of the Association, as same has been or may be amended and/or supplemented 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.

2. Texas Property Code Section 204.010(a)(6) (the "**Code**") provides that a property owners' association, acting through its Board may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision."

3. Pursuant to the Code, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Lots located within Lakes of Savannah South.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within Lakes of Savannah South. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Lakes of Savannah South.

## LEASING AND OCCUPANCY POLICY

### 1. Definitions

- a. **"Lot"** means a building site as defined in the Declaration and any improvement existing on a building site.
- b. **"Tenant"** means a person(s) who is authorized by a Lease to occupy a Lot or any portion of a Lot. Tenant includes any person(s) who occupies a Lot whether or not the person's name is on the Lease.
- c. **"Lease"** means any agreement between a Lot Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot.
- d. **"Owner"** means the record owner of a building site in Lakes of Savannah South.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

### 2. Rules and Regulations

- a. No Lot may be leased for transient or hotel purposes. For purposes of this Policy, a Lease of a Lot for less than twelve (12) months is deemed to be the use of the Lot for transient or hotel purposes. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of twelve (12) months or longer shall be permitted when the Lease is with the same Tenant. Additionally, the Board, in its sole discretion, shall have the authority to approve a lease term for less than twelve (12) months on a case-by-case basis for requests, including but not limited to, hardships and lease back scenarios relating to the sale of a Lot. The Lease of a Lot for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including through the use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," is expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot constitutes a violation of this subsection.
- b. Only the entire Lot may be leased. The Lease of a room(s) or any other portion of a Lot is prohibited.
- c. An Owner must own the Lot to be leased for at least twelve (12) consecutive months before being eligible to lease the Lot. An Owner who violates this Section 2(c) will be required to take whatever steps necessary to terminate the violating Lease.
- d. Each Tenant is bound by and subject to all of the obligations under the Declaration, Bylaws and the rules and regulations of the Association and all other properly

adopted Association rules, regulations, and policies.

- e. Not more than two (2) persons per bedroom may occupy a residence unless otherwise mandated by law. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- f. No Owner may Lease a Lot to a person who has been convicted of a Felony. No Owner may allow a Tenant to reside at a Lot if the Tenant has been convicted of a Felony. In the event that the Association determines during the term of a Lease that a Tenant has been convicted of a Felony (whether or not the Felony conviction occurred before or after the Tenant occupied the Lot under the Lease), the Association will notify the Owner in writing; the Owner must act within fourteen (14) days of the date of the notice to: (i) terminate the lease so that the Tenant no longer resides at the Lot upon the expiration of the fourteen (14) day period; or (ii) begin and diligently continue the eviction process to have the Tenant evicted from the Lot. The Association will consider a "notice to vacate" letter as beginning the eviction process. The Association will consider the filing of a forcible entry and detainer lawsuit (i.e., an eviction lawsuit) within twenty (20) days of the date the notice to vacate letter was sent and pursuing the lawsuit through trial as continuing the eviction process.
- g. **It is the Owner's responsibility to confirm that a Tenant has not been convicted of a Felony.**
- h. The Association may, but is not obligated to, perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective tenant that is (18) years of age or older, the Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the Owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25.00 for each search to the Association before a Tenant occupies a Lot.
- i. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.
- j. The Association may, but is not obligated to, require copies of the signed Lease and the Tenant Questionnaire to be provided to the Association at least ten (10) days before a Tenant occupies a Lot. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.
- k. The Association may, but is not obligated to, require an Owner to provide to the Association contact information, including the name, mailing address, phone number and e-mail address, of each person who will reside at the leased property, along with the commencement date and term of the lease.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Leasing and Occupancy Policy was approved by a majority vote of the Board of Directors 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 Real Property of Brazoria County, Texas.

TO CERTIFY which witness my hand this the 10<sup>th</sup> day of June, 2025.

LAKES OF SAVANNAH SOUTH COMMUNITY  
ASSOCIATION, INC.

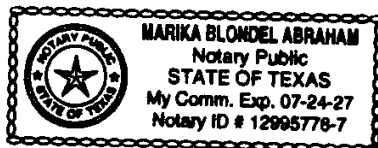
By: [Signature]

Printed: Sylvia Rivas

Its: President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF Brazoria   §

BEFORE ME, the undersigned notary public, on this 10<sup>th</sup> day of June, 2025, personally appeared Sylvia Ann Rivas President of Lakes of Savannah South Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas

**LAKES OF SAVANNAH SOUTH COMMUNITY ASSOCIATION, INC.  
TENANT INFORMATION FORM**

RE: RENTAL PROPERTY ADDRESS: \_\_\_\_\_

MAILING ADDRESS AND CONTACT INFORMATION OF OWNER OF PROPERTY:  
\_\_\_\_\_

Term of Lease: \_\_\_\_\_

**TENANT(S): Please list adult tenants responsible for the rent:**

TENANT #1:	TENANT #2:
Full Name: _____	Full Name: _____
Cell Phone: _____	Cell Phone: _____
Work Phone: _____	Work Phone: _____
Place of Employment: _____	Place of Employment: _____
E-Mail Address: _____	Email Address: _____

Please list names & ages of any other authorized occupants:

Occupant #1 _____	Occupant #2 _____
Occupant #3 _____	Occupant #4 _____

Please list vehicle(s) – make/model, color & tag number:

Car #1 \_\_\_\_\_  
Car #2 \_\_\_\_\_

Mailing Address (if other than rental address – i.e. Post Office Box):  
\_\_\_\_\_

*Please sign & date below confirming that the information provided is accurate.*

_____ <b>OWNER</b>	_____ <b>DATE</b>
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## FILED and RECORDED

Instrument Number: 2025027443

Filing and Recording Date: 06/11/2025 11:55:22 AM Pages: 6 Recording Fee: \$41.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, reading "Joyce Hudman", is written over a horizontal line.

Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-crystalm