



**LEASING RULES
RIVERSTONE HOMEOWNERS ASSOCIATION, INC.**

These Leasing Rules for Riverstone Homeowners Association, Inc. (“Rules”) are hereby adopted by the Board of Directors of Riverstone Homeowners Association, Inc. (the “Board”), and replace in their entirety any previously recorded or implemented rules that addresses the subjects contained herein.

WHEREAS, the property encumbered by these Rules is the property restricted by the Declaration of Covenants, Conditions and Restrictions for Riverstone Single Family Residential Areas recorded under Fort Bend County Clerk’s File No. 2001047889 (the “Declaration”), as same 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 Riverstone Homeowners 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 First Amended and Restated Bylaws of Riverstone Homeowners Association, Inc., recorded under Fort Bend County Clerk’s File No. 2017112637 as same have been and may be amended from time to time, the Board hereby adopts these Rules for the purposes of establishing a uniform and systematic procedure for the leasing of Single Family Residences within the Riverstone Properties.

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

LEASING RULES

1. Defined Terms

For purposes of these Rules, the term “Single Family Residence” includes both the Lot and Single Family Residence thereon.

2. Declaration Leasing Provisions

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

Article VII, Section 8:

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

3. Additional Leasing Rules

In addition to the above-mentioned provisions set forth in the Declaration, the following Rules apply to the leasing of Single Family Residences within the Properties:

- a. A Single Family Residence may be leased for single family residential purposes only. No Single Family Residence may be occupied by more than one single family.
- b. "Leasing" is defined as occupancy of a Single Family Residence 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. If an Owner leases his/her Single Family Residence, such Owner shall not have a right to use the Common Area or Area of Common Responsibility during the term of the lease.
- d. No fraction or portion of any Single Family Residence may be leased. The entire Single Family Residence must be leased to the same tenant for a minimum term of six (6) consecutive months. No subleasing is allowed.
- e. A lease for "residential purpose" does not include a lease of a Single Family Residence 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 these Rules and a violation of the Declaration and these Rules.

- f. All leases shall provide that they may be terminated in the event of a violation of the dedicatory instruments by a tenant or tenant’s family, and the Association, in its sole discretion, may require termination of the lease by the Owner and eviction of the tenant by Owner in such event.
- g. Notwithstanding anything contained herein to the contrary, no Single Family Residence 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.
- h. The leasing of a Single Family Residence that is not in compliance with the provisions of these Leasing Rules or the Declaration will be considered a violation of the dedicatory instruments governing the Properties.

Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in these Rules 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 President of the Riverstone Homeowners Association, Inc., the foregoing Leasing Rules were adopted on the 18th day of January, 2018, at a meeting of the Board of Directors at which a quorum was present.

DATED this the 18th day of January, 2018.

By: Trey Reichert
Print Name: Trey Reichert
Title: President

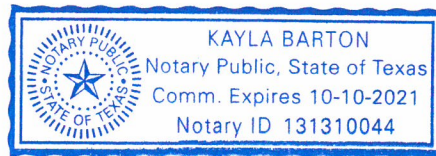
STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Trey Reichert, the President of the Riverstone Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/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 18th day of January, 2018.

Kayla Barton
Notary Public – State of Texas

After Recording Return To:
Marc D. Markel/Lisa L. Gambrell
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056



RETURNED AT COUNTER TO:
Kayla Barton
18353 University Blvd.
Sugar Land, TX 77479

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas
January 19, 2018 02:20:28 PM

