



Holly Lake Ranch Association

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Holly Lake Ranch Rental Policy

Dated 7-18-2017

Holly Lake Ranch (HLR) allows homeowners in good standing to rent their property / properties. This is documented in the Holly Lake Ranch Association (HLRA) Rules and Regulations relating to short-term and long-term rental policies (Section F – Short Term Rental Compliances and Section G – Long-Term Rental/Lease Compliances, current revised copy). Short term is considered to be less than 31 days, and long-term is 31 days or more. NOTE: For the protection of all persons renting their property and also for the protection of other property owners of HLR, the Association recommends a background check be completed on all renters/tenants.

This Rental Policy has been approved by the Board of Directors (“BOD”) and the HLR Association (“Association”) as of the document date of 07/18/17 with the intent to help protect the quality of life and property values through the enforcement of the rental policy. The policy is also designed to ensure all property owners and/or their representative agent are bound to the same leasing restrictions and processes defined herein. The Board and the HLR Association Manger will strictly enforce the Rental Policy going forward for all rental property at Holly Lake Ranch, both short-term and long-term.

Section 1. Holly Lake Ranch Association

1. **Record Retention.** The administration Office will maintain an up-to-date written record of all rental property, either short-term or long-term, to maintain a current, up-to-date and accurate listing of the total number of rental properties at HLR.

Long-term Tenant applications are submitted by the property owner to the HLR Administration Office for processing and filing by HLRA within two business days after signing the tenant application. The Administration Office will provide the Security Department a copy of the application for their records. Any property owner who rents property without completing a long-term application will be considered in violation of the Rental Policy, and such non-compliance will be subject to loss of their HLR amenities and/or issued a fine up to \$500.00.

It is recognized that due to last-minute reservations for short-term rentals and/or late arrival of the tenant(s), the property owners or their representative agent would not be able to provide an advance notice to the HLR Administration Office. In such an Event, the property owner or their representative

agent will provide the Security Department a written list of the names of all tenants to include their arrival and departure dates as well as any additional requested information. In the event of late arrival by the tenant, the Security Department will provide a copy of the Short Term Rental Agreement to be completed by the tenant prior to admission onto the property. The Security Department will provide a copy of the Rental Agreement to the HLR Administration Office for their filing and record retention.

2. **Enforcement.** Enforcement of the Rental Policy will primarily be the responsibility of the HLR Association Manager and may be escalated to the BOD when appropriate. Property Owners or Renters may be subject to, but not limited to, fines, suspension of privileges and/or expulsion from access to the HLR amenities.

Section 2. Property Owners.

1. **Registration of Rental Property.** Property owners or their representative agent who currently wish to rent their homes or property must first notify and register all rental property, both short-term and long-term, with the Administration Office. Property owners or their representative agent of long-term rentals must complete a rental application listing the names of the entire household.

A long-term rental application applies to only one specific property in Holly Lake Ranch. If the renter elects to move to another property within Holly Lake Ranch, a new application is required and must be submitted to the Administration Office. A Move Out notice must be turned in to the HLR Administration office within one (1) week of move out or the property owner will be charged for subsequent month(s).

2. **Representative Agent.** Any absentee property owner who is involved in renting MUST provide the Administration Office a name and the contact information of a local person to contact in their absence and ensure the information is current and accurate.

3. **Rights Retained by Property Owner.** The Property owner, either absentee or local, remains a member of the HLR Association and retains his/her rights to use all the HLR amenities and to vote in all HLR-sponsored elections.

4. **Grandfather Clause.** Any rentals in effect at the time of the approval of this policy are grandfathered and are allowed to continue until the lease expires or until the current tenant(s) no longer occupies the home or property. Until such time as the tenant renews his/her lease or the original lease is extended, rentals after this dated policy will be bound by its provisions. If the lease is extended after its expiration date, the property owner or their representative agent will provide a copy, signed by all parties, to the Administration Office within two (2) weeks prior to the expiration of the existing lease, and confirm that the property is listed as a rental property in the Administration Office. The lease renewal must be in compliance with the Rental Policy as provided herein.

5. **Payment of Fees.** Property owners or their representative agent are responsible for payment of all fees to the HLR Administration Office as well as providing written notification to the Administration

Office a minimum of three (3) days prior to the 25th of the month, the name(s) of any tenant(s) vacating the premises of a long-term rental property.

6. Delinquent Maintenance Dues. Property owners must be current on their monthly maintenance dues on all rental properties at HLR. In the event, the property owner is delinquent in excess of thirty (30) days in payment of monthly maintenance dues on a rental property, the Association Office will send a notification letter of such delinquency of payment to both the property owner and/or their representative agent and the tenant since such delinquency of payment directly impacts the tenant of the rental property. Upon receiving the notice of the property owner's delinquency of payment, the tenant can promptly schedule a meeting with the HLR Association Manger and/or BOD to determine his rights as the tenant, the impact to his access to the property and amenity privileges, and the options available to him as it relates to the rental property. If the property owner does not satisfy payment within ten (10) days after receiving the initial notification of delinquency of payment or if the property owner has a history of delinquent payments on the rental property of HLR, they will no longer be considered a homeowner in good standing and permission to rent property or properties at HLR may be withdrawn and may jeopardize any current or future rentals.

7. Garbage Fees. On Long-term leases, Garbage fees are always paid to the HLR Administration by the property owner or their representative agent at the HLRA office. Property Owners are responsible to pay for garbage fees. The property owner or their representative agent may incorporate the cost of garbage fees into the lease agreement with the tenant if agreed to by both parties.

8. HLR Rules and Regulations. The property owner and/or their representative agent will attach a copy of the HLR Rules and Regulations to the tenant lease. Both the Property Owner and Tenant must comply with all provisions of the HLR Rules and Regulations. In the event the Tenant is issued a fine due for non-compliance to any provision of the Rules and Regulations, the Association Office will also send a copy of such violation and the amount of the fee incurred to the property owner or their representative agent.

If the tenant is issued a fine due to non-compliance of any provision and does not pay any or part of the charges, the property owner or their representative agent will be held ultimately responsible to make such payment to the Association and may be billed directly for such payment. However, in the event such notification of non-payment is not provided to the property owner and/or their representative in a timely manner, the property owner may schedule a meeting with either the General Manager or the BOD, and the charges may be reconsidered. Likewise, the property owner or their representative agent must be notified of any of the tenant's unpaid fees within thirty (30) days after the Administration Office is notified the term of the lease has ended and the tenant has vacated the property. If the Administration Office does not provide such notification, the charges may be reconsidered.

9. Tenant Violations. Property owners or their representative agent are required to take corrective action against a tenant when they are notified by either the Administration Office or the Security Department of any violation that has taken place on the property. The property owner or their representative agent will provide proof in writing that the violation has been addressed and corrected

within ten (10) days of such notification. If it is determined appropriate, a fine may be assessed to the property owner directly for the actions of their tenants. The property owner or their representative agent, at their discretion, may have the tenant reimburse the property owner for the cost of the fine.

10. Damage Repair / Replacement. The property owner, either directly or through their representative agent, is ultimately responsible for, and will guarantee payment for, the cost to repair or replace damage(s) caused by either a long-term or short-term tenant(s) or their guest(s) to either common property or property owned by individual homeowners located on HLR. If necessary, such cost will be billed to the property owner.

Common property, for purposes of the Rental Property, is defined as all real or personal property within Holly Lake Ranch except for property owned by individual homeowners and shall include, but not limited to, land, such as roadways, parking area and restricted use lots as well as buildings and other improvements on common property.

11. Eviction. If an eviction notification on a long-term lease is deemed necessary by the property owner or their representative agent, the HLR Administration office must be immediately notified in writing of such action, and the Administration office will, in turn, notify the Security Department of such action. The eviction notification to the HLR Administration office is for information purposes only, and HLR Administration office will have no participation in the eviction process between the property owner and tenant.

Section 3. Tenants

1. Occupancy. Tenants will use long-term rented property as a private dwelling only. The only persons allowed to occupy the dwelling during the term of the lease will be those listed on the original lease application with the exception of an addition to the Family by birth or adoption. If there is an addition to the Family, the landlord must notify the Administration Office of such addition. For purposes of this Rental Policy, a Family is defined as: the tenant's spouse (if any), parents, children, grandchildren, and stepchildren. Any additional relatives who wish to be included must have permission from both the property owner and HLRA Administration.

Rental property is restricted to a single family and may NOT include more than two unrelated adults. Non-immediate family members staying more than 31 days MUST be written on the application as a guest. On long-term leases, the lease must be signed by all adult occupants on the lease. On a short-term lease, only the responsible party is required to sign the lease.

2. Tenant Guests. Tenants, on long-term leases, may not permit any guest to occupy the rental property at Holly Lake Ranch longer than two (2) weeks without written acknowledgement from the HLR Association. For purposes of this Rental Policy, tenant guests are defined as friends or relatives of the tenant. However, in the event a "care-person" is required to live at the tenant's home to provide daily physical care for one or more residents in the home, the Association (with the approval of the BOD) may

waive the restrictions for “long-term guests” in the tenant’s home. Tenants will be held accountable and responsible for the actions of their guest and family members for the duration of their visit to HLR and when using any HLR amenity.

3. Resolution of Problems. Tenants, either long-term or short-term, may not directly contact the Board of Directors or the HLR Administration Office for resolution of problems, issues or concerns or for any other reason unless such issues are directly related to the tenant’s guaranteed use of HLR’s amenities and/or services or if a long-term tenant receives notification the property owner is delinquent in payment of monthly maintenance fees. All tenant communication must be directly through the property owner or their representative agent. If required, the property owner or their representative agent will provide a ten (10) day advance written request to the HLRA General Manager and/or the HLRA Board of Directors to address any disputes or unresolved issues between the property owner and tenant. Both the property owner or their representative agent and tenant may be present at the meeting. The General Manager and/or the Board’s decision concerning the dispute or issue will be final.

4. Amenities. As stated in the Rules and Regulations, tenants have access to all amenities at HLR, except tenants are responsible for paying for golf if they wish to play. NOTE: For short term rentals, a ten (\$10.00) dollar per day amenity usage fee must be paid by the renting property owner for each rental property. An option available to the property owner is a three hundred (\$300.00) dollar annual amenity fee for each rental property.

5. Gate Card and Gate Fees. Tenants will obtain their Gate Cards and Pay Gate Fees at the Administration Office. At the time, the tenant will sign and acknowledgement that he has been provided a copy of the Rules and Regulations and agrees to comply with the terms, provisions and restrictions of the document to which they are subject.

6. Tenant Maintenance Fees. Long-term Tenants must pay monthly maintenance fees. The tenant will pay their maintenance fees to the property owner or their representative agent who is responsible for payment to the HLR Administration Office (Reference Section 2 Property Owners; Paragraph 5 Payment of Fees).

7. Voting Rights. Occupants of rental property who are paying rent, leasing, or occupying a property owner’s rental are NOT considered voting members of Holly Lake Ranch, and as such, cannot vote in any election sponsored by the HLRA nor can they participate in HLRA polling projects.

8. Time-Share Units. Neither the tenants occupying a property owner’s rental nor their guest are allowed to rent Holiday Inn time-share condominiums or cabins unless they are members of the Holiday Inn Time Share Resort properties.

9. Sub-Leasing. Sub-leasing is strictly prohibited.

10. **Pet Policy Compliance.** If the leasing agreement between the Property Owner and the Tenant allows pets both long-term and short-term, the tenants must follow the pet policy in the Rules and Regulations document (Section N – Animal Control Compliances, current revised copy).

Section 5. Complaints

1. Property Complaints. Complaints by HLR residents involving tenants may be made to Security, the HLR General Manager or the HLRA Board of Directors, depending on the situation and priority of the problem (i.e. septic system, number of cars or occupants, noise, etc.)

In the event of a conflict between the Rental Policy and Rental Compliance in the Rules and Regulations, the provisions in this Rental Policy will prevail until such time as the Rules and Regulations are amended to rectify such conflict.



RESIDENTIAL SHORT TERM LEASE APPLICATION

This form is to be completed by the Member/Homeowner of any property within the boundaries of HLRA. This completed form **MUST** be on file with the Administration Office three (3) days prior to occupancy. If circumstances do not allow the form to be submitted three (3) days prior to occupancy, the Administration Office must be notified and the form may be submitted to the Security Office before the tenants will be allowed access to HLR.

Property Address _____ Section/Lot # _____

Commencement Date _____ Expiration Date _____

Parties to this lease are:

Property Owner/Landlord _____

Phone number _____ E-Mail _____

Tenant _____

Phone number _____ E-Mail _____

Co-Tenant _____

Phone number _____ E-Mail _____

Name of other persons who will occupy the Property:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License/State

In compliance with State Regulation, on a short-term lease, the property owner and/or their agent may be required to collect and pay the hotel/motel tax at the current rate at 7% for Wood County and 6% for the State of Texas.

NOTE: A ten (\$10.00) dollar per day amenity usage fee must be paid by the renting property owner for each time the property is rented, unless the property owner has paid a three hundred (\$300.00) dollar annual fee per property for amenity usage.

Member/Landlord/

Designated Representative: _____ Date _____

Tenant/renter: _____ Co-Tenant/renter: _____

Date _____ Date _____



RESIDENTIAL LONG TERM LEASE APPLICATION

This form is to be completed by the Member/Homeowner of any property within the boundaries of HLRA. This completed form MUST be on file with the Administration Office three (3) days prior to occupancy.

Property Address _____ Section/Lot # _____

Commencement Date _____ Expiration Date _____

Parties to this lease are:

Property Owner/Landlord _____

Phone number _____ E-Mail _____

Tenant _____

Phone number _____ E-Mail _____

Co-Tenant _____

Phone number _____ E-Mail _____

Name of other persons who will occupy the Property:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License/State

_____ I understand and acknowledge that I, the member/homeowner, am responsible for the garbage and Personal monthly dues and that of the renter/lessee.

_____ Monthly maintenance dues will be paid by the member/homeowner.

_____ Tenant agrees to use premises solely as a personal residence and has read, understands, and agrees to the policies, rules and regulations of Holly Lake Ranch Association.

_____ As a tenant, I wish to receive the HLR monthly newsletter. ___Yes ___No

Member/Landlord/
Designated Representative: _____ Date _____

Tenant/renter: _____ Co-Tenant/renter: _____

Date _____ Date _____