

THE DOMINION

**SUPPLEMENT TO THE DOMINION
AMENDMENT AND RESTATEMENT TO
COMMUNITY MANUAL**

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25. RENTAL POLICY

ATTACHMENT 25

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THE DOMINION HOMEOWNERS ASSOCIATION, INC.

RESIDENTIAL RENTAL POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950, Page 61, in the Official Public Records of Bexar County, Texas, as amended and supplemented (collectively the "Declaration").

Rentals. Nothing in this Rental Policy will prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that: (i) unless otherwise approved by the Board of Directors, all rentals must be for terms of at least six (6) months; and (ii) no portion of a Lot (other than the entire Lot) may be rented. All leases shall be in writing. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days before the effective date of the lease. Each lease must provide, or be deemed to provide, that the Board shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration, Rules, Regulations and Restrictions. Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of the Declaration, the Community Manual, or any applicable Rules Regulations and Restrictions. All leases shall comply with and be subject to the provisions of the Declaration, Rules, Regulations and Restrictions and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. This Rental Policy shall also apply to assignments and renewals of leases. The provisions of this Residential Rental Policy are only applicable to residential Lots, as determined by the Board of Directors, and shall not apply to non-residential property. In addition the foregoing, the following rules shall apply:

RENTAL AND LEASING RULES

Rental and Leasing Rules

Leasing Requirements. The rental or lease of any Lot must comply with the following rules:

1. **Entire Lot Rented – No Room Rentals.** A Lot may be leased only in its entirety to a single family; no fraction or portion of a Lot may be leased.
2. **Minimum Lease Term.** Any lease must be for an initial term of not less than six (6) months.
3. **Applicable Rental Rules.**
 - i. **Lease to be in Writing.** The lease must be in writing. The lease must be provided to the Association at least ten (10) days before the commencement of any occupancy period. Any renewal agreement must also be provided to the Association.

ii. **Rules to be Provided to Lessee.** The Owner must provide the lessee with copies of the Declaration, including all amendments, and all rules, regulations, policies and procedures of the Association (the "Governing Documents") as a condition of entering into the lease. The lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

iii. **Owner Responsible; Association Not Liable for Damages.**

The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against the Owner's tenant.

The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Association's Governing Documents against the Owner's tenant.

iv. **No "For Rent" or "For Lease" Signs.** No person may post or maintain a sign on any property subject to the condominium regime that advertises a Lot for rent or for lease.

v. **Use of Community Amenities.** An Owner is not entitled to use the community amenities if the Lot is occupied as a rental property.

vi. **Certain Persons Prohibited.** As permitted by the federal Fair Housing Act Rules, no Lot may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others. No occupant of a Lot may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 16 years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor when he committed the offense and who was not convicted as an adult is exempt from the application of this section. Nothing herein shall be construed to be a restraint on any conveyance of a Lot. The restrictive covenants restrict use or occupancy of the Lot rather than ownership, and the restrictions do not prohibit an owner with a FHA-insured mortgage from freely transferring the property.

vii. **Violation Constitutes Default.** Failure by the tenant or the tenant's invitees to comply with the Governing Documents will be deemed to be a default under the lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Declaration.

viii. **Association as Attorney-in-Fact.** Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents by the Association, each Owner appoints the Association as the Owner’s attorney-in-fact, with full authority to act in the Owner’s place in all respects, solely for the purpose of enforcing the Governing Documents against the Owner’s tenants, including but not limited to the authority to institute forcible detainer proceedings against the Owner’s tenant on his behalf, provided the Association gives the Owner at least 10 days’ notice, by certified mail, of its intent to enforce the eviction provisions in the Declaration.

4. **Registration Requirements.** The following registration requirements have been established pursuant to the enforcement authority set forth in the Declaration.

- i. **Registration Required.** An Owner seeking to lease a Lot must provide the lease agreement, along with any required fees and documentation, to the Association prior to the commencement of the lease term.
- ii. **Registration Fee.** The Association may charge a registration fee that must be submitted at the time of registration. At present, the registration fee is \$150.00
- iii. **Lessee Information.** The Owner shall provide the Association with the names of the tenants and lessees at the time the lease is provided.

5. **Fines.** The following fines have been established by the Board of Directors pursuant to the enforcement authority set forth in the Declaration:

Owners violating the Leasing Rules, including a violation of the minimum lease term, may be fined the amounts set forth below:

Violation	Fine Amount
Failure to Register	Initial Fine: \$25 After 15 Days: \$100 per week
Unauthorized Rental	\$200 per week
All Other Violations	Initial Fine: \$100 Continuing Violation: \$125 per week

NOTE: Short-term rental activity prohibited under these rules will be considered a continuing violation if the Lot continues to be advertised for lease periods shorter than the minimum term set forth herein. Accordingly, the daily fine amount will apply to the entire period of time until all rental activity, to include both leasing and advertising for terms less than six (6) months, ceases.

6. **Owner Notices.** All notices of covenant and rule violations by any tenant or occupant of a Lot will be sent to the Tenant at the Lot address with a copy to the Owner at the alternate address provide by the Owner. Owner is jointly and severally liable for any fines or fees charged. After five (5) violations the Owner is subject to transponder deactivation that would apply to any tenant or occupant of the Lot.
7. **Existing Leases.** All leases in existence on or before the date these rules are recorded must be provided to the Association within ninety (90) days of these rules becoming effective.
8. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Exhibit A

LEASE NOTICE DOCUMENT

OWNER LEASE NOTICE FORM

Name: _____ Cell Phone: _____

Email Address: _____

Co-Owner's Name: _____ Cell Phone: _____

Email Address: _____

Owner's Permanent Address: _____

Leased Property: _____

The following must be submitted along with this Lease Notice form:

Lease Addendum (attached)

Complete Lease Agreement (Owner to provide copy of lease)

Lease Processing Fee (Check payable to the Association)

By my signature below, I acknowledge and agree to the following:

I understand the lot is in a deed-restricted community, and that Dominion Homeowners Association, Inc. (the "Association") is authorized and empowered to enforce the deed restrictions. I have provided the community rules to the lessees of my Lot, including the following documents, which I have also reviewed and understand all covenants and restrictions in the governing documents for the Association, including, specifically, the Residential Rental Policy and Rental and Leasing Rules

<i>Agreed and accepted:</i>	
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

LEASE ADDENDUM

Lessee's Name: _____ Cell Phone: _____

Co-Lessee's Name: _____ Cell Phone: _____

Leased Property: _____

By their signatures below, the parties acknowledge and agree to the following:

I understand the Leased Property is in a deed-restricted community, and that Dominion Homeowners Association, Inc is authorized and empowered to enforce the deed restrictions.

I have received copies of the community rules and agree to be bound by them, including the Rental and Leasing Rules.

Authorization and Release – I understand use of the community amenities, facilities, and any common area is at my own risk. I, for myself, my heirs, and for any minor children listed below (each, a "User"), HOLD HARMLESS AND RELEASE Dominion Homeowners Association, Inc. (the "Association"), and the Association's managers, agents, employees, affiliates, officers, and directors, from any and all claims and causes of action including, but not limited to, any claim for personal injury or property damage, arising out of or relating in any way to use of the community amenities, facilities, and any common areas. I agree to pay or reimburse the Association for any damage caused by members of my household or any household guest.

AGREED AND ACCEPTED - DATE: _____

OWNER:

NAME: _____ SIGNATURE: _____

LESSEE:

NAME: _____ SIGNATURE: _____

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20220040581
Recorded Date: February 16, 2022
Recorded Time: 4:03 PM
Total Pages: 10
Total Fees: \$58.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/16/2022 4:03 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk