



# Holly Lake Ranch Association

## Holly Lake Ranch Short-Term Rental Policy

Holly Lake Ranch Association (HLRA) allows homeowners in good standing to rent their property / properties in accordance with the terms of this policy. This is documented in the attached Rules and Regulations Governing Short-Term Rentals (STRs). Short-Term is defined as less than thirty-one (31) days.

This Rental Policy has been approved by the Board of Directors (“BOD”) of the Holly Lake Ranch Association (“Association”) 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 renting restrictions and processes defined herein. The Board and the HLR Association Manager will strictly enforce the Rental Policy going forward for all rental property at Holly Lake Ranch.

**CERTIFICATE FOR  
RECORDATION OF DEDICATORY INSTRUMENT OF  
HOLLY LAKE RANCH ASSOCIATION, INC.**

**STATE OF TEXAS** §  
**COUNTY OF WOOD** §                   **KNOW ALL MEN BY THESE PRESENTS:**  
§

**WHEREAS**, Section 202.006 of the Texas Property Code requires that “A property owners’ association shall file its dedicatory instruments in the real property records of each county in which the property to which the dedicatory instruments relate is located.”; and

**WHEREAS**, HOLLY LAKE RANCH ASSOCIATION, INC., a Texas nonprofit corporation (the “Association”) desires to comply with Section 202.006 by filing of record in the real property records of Wood County, Texas, the attached instrument; and

**WHEREAS**, the attached instrument constitutes a “dedicatory instrument” as defined by Section 202.001 of the Texas Property Code; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Holly Lake Ranch Association, Inc., Executed by Holly Lake Development Company, a Texas general partnership, as Declarant, were recorded as follows:

- Holly Lake Ranch, Section I, filed October 18, 1970, Volume 628, Page 441
- Holly Lake Ranch, Section II, Part I, filed January 22, 1971, Page 631, Page 238
- Holly Lake Ranch, Section III, Part I, filed January 29, 1971, Volume 631, Page 662
- Holly Lake Ranch, Section II, Page II, filed April 19, 1971, Volume 635, Page 683
- Holly Lake Ranch, Section II, Part III, filed August 3, 1971, Volume 639, Page 582
- Holly Lake Ranch, Section IV, Part I, filed September 22, 1971, Volume 641, Page 350
- Holly Lake Ranch, Section III, Part II, filed September 22, 1971, Volume 641, Page 366
- Holly Lake Ranch, Section V, Part I, filed March 29, 1972, Volume 650, Page 484
- Holly Lake Ranch, Section V, Part II, filed March 29, 1972, Volume 650, Page 499
- Airpark, filed April 24, 1972, Volume 651, Page 645
- Holly Lake Ranch, Section V, Part III, filed June 30, 1972, Volume 654, Page 536
- Holly Lake Ranch, Section IV, Part II, filed June 30, 1972, Volume 654, Page 551
- Holly Lake Ranch, Section IV, Part III, filed September 7, 1972, Volume 1331, Page 438
- Holly Lake Ranch, Section IV, Part IV, filed December 7, 1972, Volume 1338, Page 266
- Holly Lake Ranch, Section VI, filed March 13, 1973, Volume 664, Page 667
- Holly Lake Ranch, Section VII, filed September 4, 1973, Volume 671, Page 734
- Holly Lake Ranch, Section IV, Part VI, filed April 4, 1975, Volume 697, Page 305
- Holly Lake Ranch, Section VIII, Part I, filed August 16, 1976, Volume 726, Page 274
- Holly Lake Ranch, Section VIII, Part II, filed August 16, 1976, Volume 726, Page 282
- Holly Lake Ranch, Section IX, Part I, filed August 16, 1976, Volume 726, Page 290

- Holly Lake Ranch, Section IX, Part III, filed April 18, 1977, Volume 740, Page 160
- Pine Tree, Section 4, filed April 18, 1977, Volume 740, Page 168
- Country House No. 1 and County House No. 2, filed July 11, 1977, Volume 744, Page 535
- Holly Lake Ranch, Section IX, Part II, filed August 15, 1978, Volume 764, Page 783
- Holly Lake Ranch, Section X, filed July 1, 1985, Volume 975, Page 175
- Holly Lake Ranch, Section X, Part 2 filed June 22, 1989, Volume 1165, Page 79
- Golf Shore, Section IV, filed April 26, 1991, Volume 1236, Page 886

The above referenced restrictions were filed in the Real Property Records of Wood County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Restrictions Holly Lake Ranch" (the "Declaration") subjected to the scheme of development therein certain land located in Wood County, Texas;

**WHEREAS**, Holly Lake Ranch Association, Inc. is governed by Bylaws filed in the Real Property Records of Wood County, Texas including any amendments thereof and supplements thereto;

**NOW THEREFORE**, the undersigned authorized representative of the Association hereby executes this Certificate to effect the recording of the dedicatory instrument attached hereto on behalf of the Association.

**[signature page follows]**

EXECUTED this 8<sup>th</sup> day of June, 2021

HOLLY LAKE RANCH ASSOCIATION, INC.,  
A Texas non-profit corporation

By:   
Conrad "Chuck" Bahr, President & Director  
Holly Lake Ranch Association, Inc.

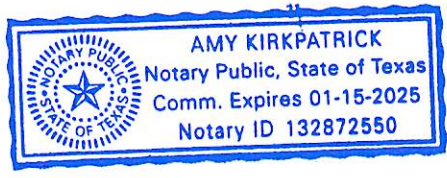
STATE OF TEXAS

§

COUNTY OF WOOD

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2021 by Conrad "Chuck" Bahr, President and Director of HOLLY LAKE RANCH ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

  
Notary Public in and for the State of Texas



AMY KIRKPATRICK  
Notary Public State of Texas  
Comm. Expires 01-18-2025  
Notary ID 18302880



**RULES & REGULATIONS GOVERNING SHORT-TERM RENTING  
HOLLY LAKE RANCH ASSOCIATION, INC.**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WOOD

§

These Rules & Regulations Governing Short-Term Renting of Holly Lake Ranch Association, Inc. (the "Rental Rules") are made effective as of the date of their filing in the Wood County Real Property Records by Holly Lake Ranch Association, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Holly Lake Ranch Association, Inc., Executed by Holly Lake Development Company, a Texas general partnership, as Declarant, were recorded as follows:

- Holly Lake Ranch, Section I, filed October 18, 1970, Volume 628, Page 441
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- Holly Lake Ranch, Section IX, Part III, filed April 18, 1977, Volume 740, Page 160
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The above referenced restrictions were filed in the Real Property Records of Wood County, Texas, including any amendments thereof, additions, annexations and supplements thereto and entitled "Restrictions Holly Lake Ranch" (the "Declaration") subjected to the scheme of development therein certain land located in Wood County, Texas;

**WHEREAS**, Holly Lake Ranch Association adopted Bylaws of Holly Lake Ranch Association (the "Association") on November 19, 1987, which Bylaws were amended on July 2, 1992, July 2003 and September 15, 2003 (the "Bylaws"); and September 27, 2012, July 8, 2014 and December 5, 2015; (added 2018)

**WHEREAS**, the Revised & Amended Bylaws for Holly Lake Ranch Association, Inc. were recorded in the Real Property Records of Wood County, Texas, including any amendments thereof and supplements thereto and entitled "Holly Lake Ranch Association Bylaws Revised/Amended 7/2018" (the "Bylaws").

**WHEREAS**, under the Articles of Incorporation, the Association was incorporated as a Texas non-profit corporation, subject to the Texas Nonprofit Corporation Act;

**WHEREAS**, the Revised & Amended Bylaws for Holly Lake Ranch Association, Inc. were recorded on or about April 2021 at Instrument Number [Instrument Number TBD] in the Real Property Records of Wood County, Texas, (the "Bylaws").

**WHEREAS**, Pursuant to Article IV, Section 1 of the Bylaws of the Association, the business and affairs of the Association shall be managed by its Board of Directors, who may exercise all such powers of the Association and do all such lawful acts and things as are permitted by statute or by the Articles of Incorporation or by the Bylaws...

**WHEREAS**, Pursuant to Article IV, Section 8 of the Bylaws of the Association, the affairs of the Association shall be conducted by the Board of Directors. In addition to the powers and duties enumerated in the Declaration and Article IV, Section 1 of the Bylaws, and without limiting the generality thereof, the Board, for the mutual benefit of the Members, shall have the powers and duties set forth in the Declaration, including the following powers and duties:

- (h) If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other properties of the Association from loss or damage by suit or otherwise;
- (i) If, as and when the Board in its sole discretion, deems it necessary it may, but shall not be obligated to, sue in any court of law on behalf of the Association one (1) or more of its Members;
- (l) To establish, make, amend from time to time and enforce compliance with reasonable Rules and Regulations for the operation and use of the Common Properties, Lots, and properties within the Association which shall include the right to impose reasonable monetary fines for violation thereof;
- (s) Generally, to have any and all powers necessary or incidental to the operation and management of the Association and the Common Properties.
- (u) To adopt and amend Rules and Regulations for the governing the use and occupancy of Common Areas, Common Properties, and Lots within the Association; and
- (w) To adopt and amend Rules & Regulations regarding Rental Properties and Rules related to

Short- and Long-Term Rentals within the Association and a set of fines for violation thereof.

**WHEREAS**, a duly called meeting of the Board of the Association took place in April, 2021. At said board meeting the Board voted upon and passed the following reasonable Rules and Regulations Governing Short-Term renting.

**RESOLVED:** that, pursuant to the Texas Property Code and those certain Declarations of Covenants, Conditions and Restrictions for Holly Lake Ranch Association, Inc., as recorded at in the Real Property Records of Wood County, Texas, including any amendments thereof, additions, annexations and supplements thereto and the Bylaws of the Association, the Board of the Association hereby adopt the following Rules & Regulations Governing Short-Term renting:

**NOW, THEREFORE**, the Rules and Regulations Governing Short-Term are hereby created and shall read as follows:

**1.1- Definitions:**

- a. **"Short Term Rental Permit Fee"** is the annual fee charged to Short-Term Rental Owners to facilitate their Renter's use of the Holly Lake Ranch amenities.
- b. **"Bedroom"** refers to a room within a dwelling that includes a window, a door, a closet or available space to store clothing, and is normally used for sleeping.
- c. **"Association"** means the Holly Lake Ranch Association, Inc.
- d. **"Association Short-Term Rental Form"** means the form prepared and updated from time to time by the Association in connection with Renting of Properties in Holly Lake Ranch.
- e. **"Cause"** means an unforeseeable and unavoidable event, whether temporary or permanent, that materially and adversely impacts an Owner's (or the Owner's family's) physical condition or financial condition which places an undue hardship on the Owner that a reasonable accommodation by the Association is substantially likely to ameliorate.
- f. **"Dedictory Instruments"** means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, Policies, and Rules and Regulations of the Association and all amendments thereto, including, but not limited to, this Instrument.
- g. **"Holly Lake Ranch"** means the land, community and subdivision of Holly Lake Ranch in Wood County, Texas that is described in and subject to the Dedictory Instruments.
- h. **"Hardship Petition"** means the form prepared and updated from time to time by the Association in connection with Renting of Properties in Holly Lake Ranch. Hardship Petitions shall be granted or denied in the sole, but reasonable discretion of the Association.

- i. **"Landlord"** means the Owner of the Property, even if that Owner has a management company that is in charge of renting the Property.
- j. **"Lease"** means any agreement between a Landlord and a Renter that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Property.
- k. **"Short-Term Lease" or "Short-Term renting"** is defined as the occupancy or use of the Property for less than thirty-one (31) days in length or less by any person other than the Owner for which the Owner, or any designee of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument, including, but not limited to, any subleases or assignment of a Lease. Properties that appear on Airbnb, VRBO, HomeAway, and the like shall be considered short-term renting properties.
- l. **"Lessee"** shall be considered the same as Renter for purposes of this Instrument.
- m. **"Owner"** shall mean a holder of recorded fee simple title to a lot. Contract sellers and mortgagees who acquire title to a lot through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every owner is a member of the Association. The definition shall also include any management company or agent hired to manage the short-term renting of the Property within Holly Lake Ranch.
- n. **"Property"** means the same as Lot as defined in the Declaration.
- o. **"Renter"** means the person(s) authorized by the Lease to occupy, which would include the named lessee(s). There may be more Renters than lessees for a Property unless the context indicates otherwise.
- p. **"Renting"** shall be considered the same as Renting for purposes of this Instrument.

Terms otherwise not defined herein shall have the same meaning as used in the Declaration.

**1.2- Short-Term Renting Approved within the Association with a Permit:**

- a. No Owner may make their Property available for short-term renting within the Association without obtaining a Short-Term Renting Permit from the Association. After obtaining a Short-Term Renting Permit, an Owner may make their Property within Holly Lake Ranch available for short-term renting.
- b. Properties that are currently available for short-term renting within Holly Lake Ranch are subject to the rules and regulations set forth below, including, without limitation, obtaining a Short-Term Renting Permit, submitting an Association Short-Term Rental Form and Permit Fee. These rules shall not apply to any property for rent with a term greater than thirty (30) days in length.

- c. Prior to (1) listing any Property for Short-Term Renting; (2) securing any Renter; or (3) applying for a Short-Term Renting Permit, each Owner shall inquire with the Association in writing whether Holly Lake Ranch has met its Cap within this document. Each Owner agrees and acknowledges that such inquiry does not guaranty the placement or hold a place for the Property to be Rented on a short-term basis under the Cap nor does such inquiry approve, condone or sanction the execution of a short-term renting; provided, however, placement on the waiting list shall be handled in accordance with Section 1.4(d) below.

**1.3- Short-Term Renting Requirements and Annual Registration for Short-Term Rental Properties:**

- a. An Owner that wishes to obtain a Short-Term Renting Permit and Rent their Property Short-Term, shall submit a copy of an Association Annual Registration for Short-Term Rental Form executed by each Owner of the Property (e.g., husband and wife or Owners per recorded deed) to the Association no less than twenty (20) days prior to the date the Owner wishes to begin to rent its property on a short-term basis. In the event the foregoing is not complied with by the Owner then such Owner shall be deemed to be in violation of this Instrument. The Association Short-Term Rental Form shall require the following and other pertinent information:
- Owner certifies its compliance with these Rules and Regulations Governing Short-Term renting.
  - The owner certifies that it will provide the following information for each Renter of the Property prior to the Renter's occupancy of the property. This information shall be included on the Nightly Rental Agreement or may be entered into *ABDi Gate Access*:
    - i. Rental Arrival and Departure date;
    - ii. Property Owner name, address, phone numbers, Agreement #, and the Section/Lot number of the Property;
    - iii. Agent Contact Information, if applicable;
    - iv. Primary Renter age, address, and phone numbers;
    - v. A list of any Golf Carts, ATVs, UTVs, or Watercraft that are planned to be used during rental period; and
    - vi. A list of all adult 17 and older occupants and number of minors that will be staying with the Primary Renter during the rental period.
  - Certification by each Owner that it will complete its due diligence upon each adult Renter prior to renting its property on a short-term basis.
  - Certification by Owner that the short-term renting fee has been paid to the Association (the "Fee");

- Certification by Owner that it shall promptly update the Association in writing if any information described herein shall change at any time;
  - Valid mailing address (no PO Boxes), phone numbers and email addresses of every Owner of the Property;
  - Certification by Owner that the Property and each Owner is current on all outstanding assessments, charges, or fees due to the Association and that there are no outstanding violations of the Property.
  - 24-hour phone number where either the owner or their managing agent may be reached 24-hours per day, 7 days per week, 365 days per year.
  - A sketch floor plan of the Property with dimensions. A detailed description of the layout obtained through Airbnb, VRBO, HomeAway, and other Short-Term renting websites are acceptable under this policy.
  - Certificate of liability insurance on the Property, of at least \$500,000.00.
  - A site plan/survey of the property indicating where vehicles may be parked on the property, according to Holly Lake Ranch guidelines, without encroaching onto streets, walkways, easements, rights-of-way, association public areas or property belonging to another owner. A plat map or a copy of this survey must be posted within the property outlining the property boundaries to prevent Renters from trespassing on private property.
- b. An Owner shall not be granted a Short-Term Renting Permit until a Short-Term Rental Form has been completed and approved. In the event the Association Short-Term Rental Form is incomplete, inaccurate or missing information, the Association shall inform the Owner of the Property (the “**Notice**”) no later than thirty (30) days from the date the executed Association Short-Term Rental Form was received by the Association to review (the “**First Submission**”) and the Owner shall have ten (10) days from such Notice to supplement such Association Short-Term Rental Form. This process shall occur as often as needed to obtain a complete and accurate Association Short-Term Rental Form; provided, however, this process shall be completed no later than sixty (60) days from the First Submission otherwise Owner shall be deemed to be in violation of this Instrument.
- c. Owners must submit an updated Association Short-Term Rental Form should any information on the form change during the calendar year. Owner must submit a new Association Short-Term Rental Form and Fee and obtain a new Short-Term renting Permit every calendar year. Approved and active Short Term Permit Owners in the current year will be prioritized for approval for the following calendar year.
- d. All Leases must be in writing. No oral or non-written Leases are acceptable. Leases obtained through Airbnb, VRBO, HomeAway, and other Short-Term

renting websites are acceptable under this policy for so long as they include an addendum that includes all information required of leases as set forth herein.

- e. Owners currently short-term renting their Property at the time the Rules and Regulations described in this Instrument go into effect shall abide by all the rules and regulations described in this Instrument (including, but not limited to, obtaining a Short-Term renting Permit, submitting an Association Short-Term Rental Form, and paying the Fee) unless otherwise expressly exempted herein.
- f. Each Owner who does not reside in Holly Lake Ranch is required to provide to the Association each Owners' current phone numbers, email addresses and mailing address. No PO Boxes shall be allowed, only physical addresses. Each such Owner shall be responsible to update the Association with regards to any changes to such contact information to ensure the Association is able to remain in contact with each such Owner.

**1.4- Maximum Number of Short-Term Rental Properties in Holly Lake Ranch:**

- a. Only 30 Short-Term Renting Permits shall be granted each calendar year. No more than thirty (30) Properties within Holly Lake Ranch (the "Cap") may be Rented on a short-term basis at any given point in time; provided, however, Properties that qualify for Hardship Petitions shall not count towards the Cap.
- b. A maximum of three Short-Term Permits may be registered under one member number concurrently.
- c. A Property shall be counted towards the Cap upon the full compliance with this Instrument, including, but not limited to, the submission and acceptance by the Association of the Association Short-Term Rental Form and payment of the Fee. Notwithstanding Section 5, any Owner that Rents its Property on a short-term basis without the Association's acceptance of an Association Short-Term Rental Form and Fee causing Holly Lake Ranch to exceed the Cap or depriving an Owner on the waiting list to Rent shall incur a fine of \$200.00 per day until such violation is cured (e.g., the short-term renting is terminated).
- d. In the event the Cap is reached and an Owner has sufficient Cause to require him or her to Rent his or her Property on a Short-Term basis then such Owner may submit a Hardship Petition to the Association for approval and to permit the Owner to attempt to Rent the Property on a Short-Term basis; provided, however, all other rules and regulations described herein shall be complied with.
- e. In the event the Cap is reached and an Owner desires to Rent their Property on a short-term basis, the Owner may elect to have their name placed on a waiting list maintained by the Association. Owners on the waiting list shall maintain priority to Rent on a short-term basis over Owners that are not on the waiting list. The Association shall inform the Owner on the waiting list when they are eligible to apply for a permit. Such Owner shall have their place held under the Cap to Rent their Property and comply with this Instrument for sixty (60) days from the date

the Association informs such Owner. If such Owner is unable to comply with this Instrument within such sixty (60) days then such Owner shall no longer have their place held under the Cap and the next Owner on the waiting list shall be provided the opportunity as outlined above. This process shall continue until the earlier of (1) all Owners on the waiting list have had an opportunity to Rent; or (2) the number of Properties Rented falls below the Cap thereby permitting all previously waiting Owners the opportunity to Rent their Properties. The Association shall be permitted to provide additional guidance and rules with respect to the waiting list and process.

#### **1.5- Qualification of Renter:**

All Renters are required to meet all qualifications as contained in this Instrument. An Owner may not rent to a Renter if the qualifications, Rules and Regulations described in this Instrument are not satisfied and if Owner has not provided evidence of such satisfaction to the Association upon request.

#### **1.6- Occupancy, Rent Restrictions, and Management of Short-Term Rentals:**

- a. Subject to any state, local or federal law that prohibits the placement of any limits on occupants, the maximum number of persons (adults and children) that may occupy any Property pursuant to a short-term renting is three persons per bedroom. Should an Owner wish to have more than three persons per bedroom occupy a Property pursuant to a short-term renting then such Owner shall submit a Hardship Petition showing sufficient Cause to require such.
- b. The bedroom count cannot be increased to allow additional guests beyond the original bedroom count once an STR permit has been issued.
- c. No person under the age of twenty-five (25) years of age may reside in or occupy a Property unless such person is with a parent, legal guardian or designee in writing as such minor's parent or legal guardian. An Owner shall promptly provide satisfactory proof of ages and relationship status among the Renters and occupants upon the request of the Association.
- d. No Property (or part thereof) may be short-term renting, occupied or used by a person who constitutes a threat to the health or safety of other persons, or whose occupancy, use or activities could result in physical damage to the property of others. If a Renter is occupying a property on a short-term basis and violates this Section 1.6, the Association reserves the right to immediately revoke the Renter's right to short-term renting and require that Renter to immediately leave Holly Lake Ranch Association.
- e. No Owner may rent their property on a short-term basis if they are delinquent on any fines, garbage fees, assessments, collection costs or fees owing to the Association. All Holly Lake Ranch fees are payable to the Administration Office. 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. 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, they will no longer be considered a homeowner in good standing and permission to rent property or properties at Holly Lake Ranch may be withdrawn and may jeopardize any current or future rentals.

- f. All Owners shall be responsible to respond to complaints promptly of being notified and shall make a good faith effort to remedy matters. The Owner or their agent shall be available on a 24-hour basis when their Property is available for short-term renting. All Owners and their agents must have access to the Property, and be responsible to address any complaints or emergencies. The contact information of the Owner or their Agent shall be provided to neighbors of the short-term renting Property so they are aware of who to contact in case of issues.

**1.7- Registration Term, Fee, and Renewal:**

- a. Each Property who wishes to obtain a Short-Term Renting Permit shall be subject to a yearly Permit Fee. Permits shall be valid for a period of one calendar year, unless revoked by the Association. The Permit Fee shall be based upon the advertised occupancy of the Property as advertised by the owner and shall appear on the Annual Registration for Short-Term Rental Properties Form. The initial yearly Permit Fee shall be as follows:
- Advertised Occupancy of 6 persons or less - \$600.00
  - Advertised Occupancy of 7-11 persons - \$900.00
  - Advertised Occupancy of 12 persons or greater - \$1,200.00
- b. Should an Owner wish to renew their Short-Term Renting Permit, they must submit to the Association, by the 1<sup>st</sup> day of January every calendar year: (1) Yearly Fee; (2) an updated and complete Short-Term Rental Form; and (3) any fines, fees, collection costs, assessments, or charges due upon the Property.
- c. The Permit Fee is non-refundable, and the Permit is non-transferable and non-assignable, even if an owner chooses to cease renting their property on a Short-Term basis or loses their right to do so. If a new owner of a previously owned short term rental property wishes to put the property back into the short-term program, they will need to apply for a permit the same as any new applicant and pay the appropriate fee.

**1.8- Compliance with Associations' Rules & Regulations:**

- a. Each Owner must provide each Renter with a physical or electronic copy of all Dedicatory Instruments (including, but not limited to, the Declaration, Bylaws and any and all Rules and Regulations of Holly Lake Ranch). These instruments must be made available to Renters in hard copy format at the Property itself.

- b. All Renters must comply with all the Dedicatory Instruments as if the Renter was the Owner of such Property (except for the annual and special assessments that are due and payable by the Owner). Each Owner acknowledges and agrees by executing a short-term renting in Holly Lake Ranch that the Owner may be fined and held responsible for the short-term Renter's failing to abide by all the Dedicatory Instruments.
- c. Each Owner shall be responsible for any and all violations, fines, losses and damage resulting from or being proximately caused by the actions and omissions of each Owner's short-term Renters and each of their invitees, licensees, guests or occupants.
- d. In the event the Property is in violation of Dedicatory Instruments, the Association shall notify the Property and the Owner (to the extent a mailing address is provided to the Association) and the Owner shall promptly resolve the violation and secure compliance with Dedicatory Instruments or exercise the Owner's rights as a landlord under the Lease for Renter's breach of the short-term renting agreement. If the Property continues to be in violation or the occurrence of the violation repeats, and if the Owner is unable, unwilling, or unavailable to resolve the violation and secure compliance with Dedicatory Instruments, then the Association has the power and right to pursue the remedies of a landlord under the Lease or applicable law for the default of the Lease, including, but not limited to, immediate removal of the Renter. In the event the Association proceeds as agent and attorney in fact on behalf of the Owner to enforce the short-term renting, pursue remedies under the short-term renting and/or evict the Renter and occupants of the Property, any and all costs, including, but not limited to, attorney's fees and court costs, arising from or in connection with such actions shall be responsibility of the Owner and the Owner shall reimburse the Association with interest on demand. Such costs may be assessed as an assessment against the Property.
- e. The Owner of a Property is and shall remain liable to the Association for any and all expenses, fines, costs and damages incurred by the Association in connection with enforcement of the Dedicatory Instruments against a Property that is short-term renting.
- f. External on-site advertising signs or displays advertising the Property as a short-term rental are strictly prohibited. On-site signage is allowed only as it conforms to and complies with the existing regulations described in the Holly Lake Ranch Rules and Regulations.
- g. The total number of vehicles of any type allowed on the Property is limited to the number of vehicles that can be accommodated within the garage, carport and/or driveway of the property. Parking of all vehicles shall be regulated according to the current Rules and Regulations established by the Holly Lake Ranch Association. This means that parking on the roads, surfaces other than surfaces specifically prepared as parking spaces, easements and encroaching on adjacent

property lines IS PROHIBITED. Parking, occupying, or storing an RV or camper on any currently rented property is prohibited.

- h. Owners must provide contact information on Renters as set forth within the Association Short-Term Rental Form one business day prior to the Renter's arrival and check. The administration office requires one full business day to process the Renter information manually, so the Owner must consider that time frame for weekends and holidays. This is especially important for Renter arrivals outside of normal business hours. Alternately Owners may and are encouraged to submit this information through *ABDi Gate* Access prior to Renter arrival.
- i. Any advertisement in any medium of the Property as a Short-Term Rental and all contracts related to the rental of the property must contain language that sets forth the maximum allowed number of occupants as specified on the Short-Term renting Permit as well as language that specifies the maximum number of vehicles. Nothing contained in this section modifies any other requirement related to advertising established elsewhere in this Policy. Any false or misleading information in the advertising will lead to immediate forfeiture of the Short-Term renting Permit.
- j. It is Strictly Prohibited to:
  - i. Advertise or offer any property as a Short-Term Rental without first applying for AND RECEIVING a Short-Term renting Permit, as described elsewhere in this Policy;
  - ii. Operate a Short-Term Rental that does not comply with ALL applicable codes, Rules and Regulations, and laws established by the Holly Lake Ranch Association, Wood County, TX and the state of Texas;
  - iii. Operate a Short-Term Rental without paying any and all fees or taxes established by the Holly Lake Ranch Association, Wood County, TX and the state of Texas;
  - iv. Offer, advertise or allow KNOWINGLY OR UNKNOWINGLY the use of a Short-Term Rental for the use as a party venue which may cause a disturbance to the quiet enjoyment of other persons within the community;
  - v. Advertise or allow the Property to be used for the purposes of: housing sex offenders; as a half-way house for any condition whatsoever; operating any type of structured medical or recovery treatment program; selling any substance or material legal or not.
- k. Each owner operating a short-term rental property shall provide to all guests and the Holly Lake Ranch Association office a brochure that includes:
  - i. The property owner and/or representative agent's contact information, including a phone number that shall be answered twenty-four hours per day by the responsible party;
  - ii. The Rules and Regulations established by this Policy, including but not limited to rules and regulations related to guest capacity, parking restrictions, regulations applicable to driving a motor vehicle on the

roads of Holly Lake Ranch, restrictions related to use of golf carts [or other non-licensed vehicles], restrictions related to noise and amplified sound including music and trash collection, and the Holly Lake Ranch Pet Policy;

- iii. Information to assist guests in case of an emergency related to personal safety or property damage including emergency and non-emergency phone numbers for the various sanitation (septic), security, fire and emergency medical services providers as well as instructions for obtaining updates related to severe weather and natural or man-made disaster alerts.
  - iv. No Short-Term rental Renter shall be allowed to access the fitness center.
  - v. No Short-Term rental Renter shall be allowed to call in guests or enter information into *ABDi Gate Access*.
- i. Each owner operating a Short-Term Rental shall provide in the premises working smoke detectors in accordance with applicable Wood County code, NFPA guidelines, and state and federal law, and at least one working fire extinguisher. The premises shall otherwise comply with all applicable Wood County codes, NFPA guidelines, and state and federal law, and ALL Rules and Regulations established by the Holly Lake Ranch Association.
- m. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS EACH OWNER'S ATTORNEY-IN-FACT FOR THE PURPOSES OF TAKING (WITH NO OBLIGATION TO TAKE) LEGAL ACTION TO DISPOSSESS, OR OTHERWISE REMOVE THE OCCUPANTS OF THE OWNER'S PROPERTY ASSOCIATION MAY DEEM NECESSARY TO ENFORCE COMPLIANCE WITH THE DEDICATORY INSTRUMENTS OF THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, THIS INSTRUMENT.

**2.0- Contents of the Short-Term Renting Agreement:**

- a. Each Owner shall incorporate the following within its short-term renting:

*"The Renter (lessee) named in this lease and all occupants of the Rented Property acknowledge and agree that each Renter and occupant of the Rented Property is subject to the Declaration, Bylaws, Rules and Regulations (the "Dedicatory Instruments") of the Holly Lake Ranch Association (the "Association") and that each of them has received a copy of such Dedicatory Instruments. The Renter (lessee) named in this lease and all occupants of the Rented Property acknowledge and agree that each shall comply with all provisions of the Dedicatory Instruments of the Association and shall control the conduct of all the invitees, licensees, occupants and guests of the Rented Property in order to ensure their compliance.*

*Any violation of any of the Dedicatory Instruments of the Association, including, but not limited to, the Cap, qualification of Renters, and submission of the Association Short-Term Rental Form and Fee (each as defined in the Dedicatory Instruments) may result in the Lease being null and void.*

*Any violation of any of the Dedicatory Instruments of the Association, federal or state law, or local ordinance (each whether now in existence or enacted hereinafter) by the Renter (lessee), any occupant, any person living with the Renter (lessee), or any invitee or licensee of the Renter is deemed to be a default under the terms of the lease and authorizes the landlord (owner of the Property) the right to terminate the lease immediately without notice and with no liability whatsoever and the right to remove the Renter (lessee) in accordance with Texas law. The landlord (owner of the Property) hereby delegates and assigns to the Association, acting through its Board of Directors, the power and authority (but not the obligation) of enforcement against the Renter (lessee) for breaches resulting from the violation of any of the Dedicatory Instruments, federal or state law, or local ordinance (each whether now in existence or enacted hereinafter), including, but not limited to, the power and authority to remove the Renter (lessee) and occupants as the attorney-in-fact on behalf and for the benefit of the landlord (owner of the Property) at landlord's (owner of the Property) sole cost and expense.*

*The landlord (owner of the Property) transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the landlord (owner of the Property) has to use any Common Area (as defined in the Dedicatory Instruments) including, but not limited to, the use of all recreational facilities and other amenities (if any)."*

In the event the above language is not expressly contained in the Lease, then such language shall be deemed as being incorporated into the Lease by virtue of this Instrument. Each Renter, by occupancy of the Property, agrees to the incorporation of the above language into the Lease automatically.

- b. Any lease entered into without complete and full compliance of the Dedicatory Instruments of the Association and without compliance with this Instrument shall be deemed void and of no force and effect and shall confer no interest in a Property to the purported Renter or lessee.

### **3.0- Indemnity & Representation**

- a. The requirements within this Instrument do not constitute a guarantee or representation to other owners within Holly Lake Ranch that Renters or persons occupying Properties in Holly Lake Ranch have not been convicted of a crime or are subject to deferred adjudication for a crime.
- b. All current and future Owners, occupants, residents, licensees, guests and invitees of Holly Lake Ranch understand and agree that the Association and its Board, officers, representatives, agents, employees and attorneys have no obligation to, and will not take any affirmative action to, perform any checks or investigations to determine if Owners, occupants, Renters, residents, licensees, guests or invitees have criminal backgrounds.

- c. Each current and future Owner, occupant, resident, licensee, guest and invitee understands and agrees for himself/herself and his/her guests that the Association and its Board, officers, representatives, agents, employees and attorneys are not providers, insurers or guarantors of security within Holly Lake Ranch. Each Owner, occupant, resident, licensee, guest and invitee accepts as his or her sole responsibility to provide security for their own person and property and assumes the risk for any and all loss or damage to same.
- d. Each Owner, occupant, resident, licensee, guest and invitee is responsible for maintaining appropriate insurance coverage upon the Property.
- e. Each Owner, by short-term Renting its Property within the Association, agrees to indemnify and hold harmless the Association and its Board of Directors from any and all causes of action, costs, fees, damages and lawsuits arising out of or in connection with (1) the Renting of its Property; (2) action or omission by any Renter, lessee, occupant, licensee, invitee or guest of the Property; and (3) any and all decisions (or lack thereof) made by the Association in connection with Dedicatory Instruments or enforcement conducted (or lack thereof) by the Association of the Dedicatory Instruments (e.g., voiding a short-term renting for failure to comply with this Instrument).

#### **4.0- Savings Clause and Misc. Clauses**

- a. It is not the intent of this Instrument to discriminate against any individual subject to protections under any state or federal law. If a court determines that any provision of this Instrument is in violation of any law, then that provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law; provided, however, if the court determines that such provision cannot survive then the balance of this Instrument shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid provision.
- b. The recitals to this Instrument are incorporated herein as part of this Instrument.
- c. This Instrument shall be recorded in the Real Property Records of Wood County, Texas.
- d. In the event the Association decides not to default or take enforcement action such a decision shall not be construed as a waiver of the right of the Association to enforce this Instrument at a later time or under other circumstances or estop the Association from enforcing other covenants, restrictions or rules.

#### **5.0- Violations**

- a. If an owner violates this policy and the violation is of a curable nature, the Association shall provide notice of any violation of this Instrument to the Owner and the Owner shall have thirty (30) days from such notice to fully comply and resolve any violation. Except as otherwise expressly provided for herein, in the event such violation is not

fully resolved in the Association's sole, but reasonable discretion within such thirty (30) days, the Owner shall be liable for a fine of \$200.00 per day, per violation, for so long as the violation(s) continues. This fine is exclusive of out-of-pocket costs, enforcement, attorney, and court costs and fees for which the violating owner shall be responsible.

- b. No such thirty-day notice to cure under Section 5.0(a) of this Policy shall be required if: (1) the violation is of an incurable nature; (2) the violation poses a threat to public health or safety; or (3) a similar violation notice was sent to the Owner within the previous six months. In such case, the Owner shall be immediately be liable for a fine of \$200.00 per day, per violation, for so long as the violation(s) continues. This fine is exclusive of out-of-pocket costs, enforcement, attorney, and court costs and fees for which the violating owner shall be responsible.
- c. Any owner who violates these Rules and Regulations Governing Short-Term renting may have their right to rent their property within the Association terminated. Prior to such termination, the owner shall be provided a notice and opportunity to cure in accordance with Section 209.006 of the Texas Property Code.
- d. Every Section of this policy constitutes a separate restrictive covenant for which an Owner may be subject to a fine. As an example, if an Owner violates three sections of this policy, the Owner may be subject to three fines per day the violations continue.

[No Further Text Below]

IN WITNESS WHEREOF, the undersigned member of the Board of Directors of Holly Lake Ranch Association, Inc. certifies that this Instrument was adopted by a majority vote of the Board of Directors.

EXECUTED this 8 day of June, 2021

HOLLY LAKE RANCH ASSOCIATION, INC.,  
A Texas non-profit corporation

By:   
Conrad "Chuck" Bahr, President & Director  
Holly Lake Ranch Association, Inc.

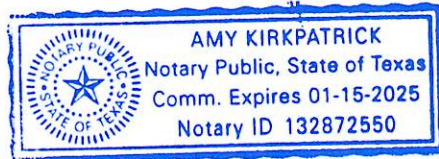
STATE OF TEXAS

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COUNTY OF WOOD

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2021 by Conrad "Chuck" Bahr, President and Director of HOLLY LAKE RANCH ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

  
Notary Public in and for the State of Texas



THE STATE OF TEXAS  
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the OPR Records of Wood County, Texas.

2021-00006366 c Robinson  
06/10/2021 11:37 AM



*Kelley Price*

Kelley Price, County Clerk  
Wood County, Texas

