

Mission Manor Homeowners Association, Inc.

1571 Gastel Drive, Mission, TX 78572

RENTAL AND LEASING POLICY and RULES

Terms used but not defined in this document will have the meaning subscribed to such terms in that certain Declaration of Amended Covenants and Restrictions, recorded as Document No. 2890054 in the Official Public Records of Hidalgo County, Texas, (the "Declaration") and the By-Laws including changes and revisions, recorded as Document No. 3526687 dated February 29, 2024, in the Official Public Records of Hidalgo County, Texas as the same may be amended from time to time (the "By-Laws")

Mission Manor Homeowners Association, Inc. (the "Association") was created to administer the terms and provisions of the governing documents and enforce the rules, regulations, and restrictive covenants for the community and real property subject to the Declaration and By-Laws. Unless the Declaration, By-Laws, or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate of Formation or Articles of Incorporation, Bylaws, and any rules and regulations promulgated by the Association pursuant to the Declaration and By-Laws, as adopted and amended from time to time (collectively, the "Documents").

The jurisdiction of the Association extends to all properties within the Mission Manor Phase II subdivision, located in Mission, Hidalgo County, Texas, collectively known as Mission Manor.

Mission Manor is a community restricted to persons 55 years and older (Article IV Covenants).

Pursuant to *Article 16, Section 16.01* of the By-Laws, as adopted by majority vote of the membership of the Association at the annual meeting of February 4, 2024, and which grants the Board of the Association the authority to make rules governing the occupancy and leasing of units, dwellings and lots, the Board hereby adopts the following rules and regulations (the "Leasing Rules") relating to the leasing of a Unit, Dwelling or Lot.

NOW THEREFORE, the Board hereby approves and adopts the Leasing Rules relating to the leasing of a Unit, Dwelling or Lot as follows:

RENTAL AND LEASING RULES

Rental and Leasing Rules

1. Leasing Requirements Under the Declaration and By-Laws.

The rental and leasing of any Unit, Dwelling or Lot within the jurisdiction of the Association (Mission Manor Phase II) must comply with the Declaration and By-Laws.

i. Minimum Lease Term.

All leases executed after June 1, 2024 must be for an initial term of not less than one (1 year). Short-term rentals and subleasing such as vacation rentals, room rentals or other partial or temporary sublet leases are PROHIBITED.

ii. Unit, Dwellings, Lot Leasing Restrictions.

Units, Dwellings, Lots may be leased only in their entirety; no fraction or portion may be leased. Single family use restrictions apply to any lease.

iii. Rental and Lease Agreements to be in Writing.

The rental/lease agreement shall be in writing, and the Owner/Lessor must provide the renter/lessee copies of the Declaration, Bylaws, and all other rules, regulations, policies and procedures of the Association as a condition of entering into the rental lease agreement. For convenience of the parties, these documents are available and may be printed directly from the website of the Association, www.missionmanor.org.

iv. Notice to the Association.

The owner of any unit, dwelling, lot shall promptly notify the Financial Secretary of the Association in writing by mail to: 1571 Gastel Drive, Mission, TX 78572, of their intention to rent or lease the property and provide a Mission Manor street address of said unit, dwelling or lot.

By the earlier of the tenth (10th) day after executing a rental/lease agreement for the lease of a Unit, dwelling, lot; or the seventh (7th) day before commencement of the lease term; the Owner shall provide the Board in writing at the address below, with:

- (1) A completed Lease Notice form (as attached below) along with any and all required fees and the executed lessee acknowledgement;
- (2) the name(s) of the tenant and lessee occupying the Unit, Dwelling, Lot.
- (3) The **Owner** shall be further responsible to submit a completed Lease Addendum (as attached below), signed by the renter/lessee and mailed to the Association at:
MMHOA 1571 Gastel Dr., Mission, TX. 78572.

The submission of a completed copy of any rental/lease agreement is not a requirement, however, the Association reserves the right to review and/or reject any rental/lease agreement as to form and content prior to execution.

v. Liability.

- (a) The Owner(s) of any rented/leased Unit, Dwelling, Lot shall be liable to the Association for any fines, penalties, and/or expenses incurred by the Association in connection with enforcement of any of the Documents against Owner or Owner's tenant, and/or for other damages of any kind resulting from the actions of said tenant.
- (b) The Association shall not be liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against Owner or Owner's tenant.

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2. Additional Leasing Rules.

The following rules and procedures have been established by the Board of Directors pursuant to the enforcement authority set forth in the Declaration.

- i. **Registration Required.** An Owner seeking to lease a Unit, Dwelling, Lot must submit a completed Lease Notice form, along with all 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 along with the Lease Notice form at the time of registration. Registration fee may be subject to change by Board action. The registration fee for any new Lease/rental agreement is \$25.00. The fee for extension or renewal of a lease/rental agreement with an existing lessee or renter is \$0.00
- iii. **Lease Addendum.** A completed Lease Addendum in the form promulgated by the Association must also be submitted with the Lease Notice.
- iv. **Unit, Dwelling, Lot Leasing Restrictions.** Unit, dwelling, lot may be leased only in their entirety; no fraction or portion may be leased. Single family use restrictions apply to any lease.
- v. **Lease to be in Writing.** The lease must be in writing, and the Owner must provide the lessee copies of the Declaration, the Bylaws, and all other rules, regulations, policies and procedures of the Association as a condition of entering into the lease. The lessee is required to acknowledge, in writing, receipt of the governing documents and rules. **The submission of a completed copy of any rental/lease agreement is not a requirement, however the Association reserves the right to review and/or reject any rental/lease agreement as to form and content prior to execution.**
- vi. **Notice to the Association.** By the earlier of the tenth (10th) day after executing an agreement for the lease/rental of a Unit, dwelling, lot or the seventh (7th) day before commencement of the lease term, the Owner shall, in writing, provide the Board with: (1) a completed Lease Notice form along with all required fees and an executed lessee acknowledgement; and (2) the names of the tenant(s) and lessee(s) occupying the Unit.
- vii. **Sale-leasebacks.** The sale-leaseback of a Unit, dwelling, lot is allowed; however, the sale-leaseback agreement cannot exceed ninety (90) days without pre-approval from the Board. No unit may be leased within the first 30 days of purchase to allow deed of record to be recorded with Hidalgo County Appraisal District.

3. **Fines.**

The following fines have been established by the Board of Directors pursuant to the authority set forth in the Documents.

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

Violation	Fine Amount
Failure to Register	\$ 5.00 per day (*)
Unauthorized Rental	\$ 5.00 per day (*)

(*) subject to Fines Policy

Short-term rental activity, as prohibited under these rules will be considered a continuing violation if the Unit, Dwelling, Lot continues to be leased/rented for periods shorter than the minimum term set forth herein. Accordingly, the daily fine amount will apply to each and every day of the entire period of time until all rental activity, to include leasing/renting for terms less than twelve (12) months, ceases.

If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, or if the violation is considered incurable, the Association may take enforcement action and impose fines in accordance with applicable law.

4. **Existing Leases.** Owners of any rental/lease agreement in existence as of the date these rules are recorded must submit a Lease Notice form within 90 days informing the Association of the existing agreement. However, all other requirements as set forth herein and all required fees shall be waived for all such existing leases until the renewal date of the existing lease or one (1) year following the adoption of these rules whichever occurs first.
5. **Miscellaneous.** Any terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. All other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.
6. **Severability.** Any portion of these rules found to be in conflict with the Declarations, State or Federal law shall be subject to the superseding document, while the remainder shall remain in full force and effect.

{certification of adoption page follows}

I hereby certify that the preceding Rental and Leasing Rules with attachments were adopted by the Boards of Directors of the Mission Manor Homeowners Association, Inc. in Regular Session this 21st day of March, 2024

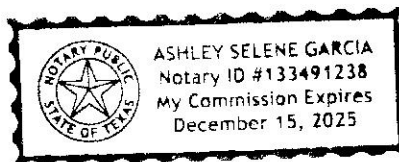
Joyce Elaine Botelho Secretary of the Corporation



State of Texas §
County of Hidalgo §

The above instrument was acknowledged before me by Joyce Elaine Botelho Secretary of Mission Manor Homeowners Association, Inc. on this 22nd day of March 2024

Ashley Selene Garcia
Notary Public in and for the State of Texas



Attachments made a part hereof:

- Exhibit A: Lease Notice Document - (owner)
- Exhibit B: Lease Addendum - (renter)
- Exhibit C: Definition of a rental/lease unit
- Exhibit D: Definition of the term "relative"

return to: Secretary, Mission Manor Homeowners Association, Inc., 1517 Gastel Drive, Mission, TX. 78572

Mission Manor

The following is part of the lease/rental rules of the Association.

Definition of a rental/lease unit

A rental/lease unit shall be defined as any unit, dwelling or lot within Mission Manor that is offered for rental or lease in an arm's length transaction or which is covered by an existing arm's length rental or lease agreement.

Definition of arm's length transaction

An arm's length transaction shall be defined as any business arrangement, including a rental or lease agreement, which involves unrelated parties who act independently of one another and where both parties involved have no present family relationship with each other.

Rentals, leases between family relatives

Rental or lease agreements, in writing, between family relatives shall not be considered arm's length transactions where no rental or lease payment of any kind is required under the terms of the lease agreement.

Exception from requirements of By-law 16.02

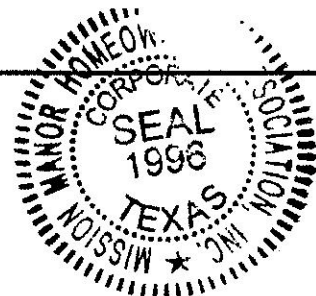
Any unit, dwelling, or lot which is the subject of a rental or lease agreement between family relatives as defined below, where no rental or lease payment of any kind is required under the terms of said agreement shall not be considered a rental lease unit for purposes set forth under Mission Manor By-law 16.02

Definition of family relative

For purposes of this rule the following definition of family relative shall be considered to meet the requirement established above: those within the 1st, 2nd, and 3rd degree of consanguinity and those within the 1st and 2nd degree of affinity for which the benchmark shall be:

Definition of the term "Relative" (Texas DBMD Program, revision 21-1 effective June 23, 2021), a copy of which is attached and made a permanent part hereof.





Definition of the Term "Relative"

TEXAS DBMD Program Revision 21-1; Effective June 23, 2021

A person is considered to be a relative if the person is related within the fourth degree of consanguinity or within the second degree of affinity.

Relationships of Consanguinity

Two people are related to each other by consanguinity if one is a descendant of the other or if they share a common ancestor. An adopted child is considered to be a child of the adoptive parent for this purpose.

Degrees of Consanguinity

Individual	1st Degree	2nd Degree	3rd Degree
Person	child parent	grandchild, sister, brother, grandparent	great grandchild, niece, nephew, *aunt, *uncle, great grandparent

*An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.

Example: Person A is related by the third degree of consanguinity to person B if person B is person A's uncle (brother of person A's father) because they share a common ancestor. However, person A is not related by consanguinity to person C if person C is the uncle's spouse because person A and person C share no common ancestor.

Relationships of Affinity

Two people are related by affinity if they are married to each other, or if one person's spouse is related by consanguinity to the other person.

The ending of a marriage between two people by divorce or the death of a spouse ends relationships by affinity created by that marriage, unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

Degrees of Affinity

Individual	1st Degree	2nd Degree
Person	spouse spouse's child (stepchild) spouse's parent child's spouse parent's spouse (stepparent)	spouse's grandchild (step grandchild) spouse's brother, spouse's sister spouse's grandparent grandchild's spouse brother's spouse, sister's spouse grandparent's spouse (step grandparent)

Example: Person A is related by the second degree of affinity to the brother of person A's spouse because the brother and Person A's spouse are related by the second degree of consanguinity.

Mission Manor Homeowners Association Inc.

1571 Gastel Drive
Mission, TX. 78572

Mission Manor HOA Lease Notice

Owner's Name: _____ Cell Phone: _____

Email Address: _____

Co-Owner' Name: _____ Cell Phone: _____

Email Address: _____

Owners permanent home address: _____

MISSION MANOR Address being rented/leased: _____

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

- Lease Addendum (attached)
- Required Fees payable to the Association

By my signature below, I agree to all the terms and conditions set forth under the documents and rules. I acknowledge that my Unit, dwelling, lot is in a deed-restricted community, and that Mission Manor Homeowners Association, Inc. is authorized and empowered to enforce the deed restrictions, including those directly related to rentals and leases. I have provided the community rules to the lessees of my Unit, dwelling, lot, including the following documents, which I have also reviewed and understand: Declaration of Covenants, By-laws, Restrictions, Rental and Leasing Rules, Pet Policy, and Common Area Rules.

Agreed, and Accepted:	
Print Name:	Print Name:
Signature:	Signature:
Date:	Date:

LEASE ADDENDUM

Lessee's name: _____ Cell: _____

Lessee's email address: _____

Co-Lessee's name: _____ Cell: _____

Co-Lessee's email address: _____

Mission Manor Street address: _____

Lease begin date: _____ Lease end date: _____

By my (our) signatures below we agree to the terms and conditions, all documents and rules.

I understand the Unit is in the deed-restricted community, and that Mission Manor Homeowners Association, Inc. is authorized and empowered to enforce the deed restrictions.

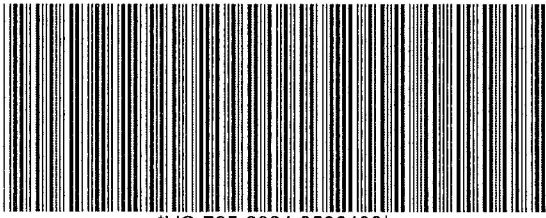
I have received copies of the community rules and agree to be bound by them, including the following documents, which I have also reviewed and understand: Declaration of Covenants, By-laws, Restrictions, Rental and Leasing Rules, Pet Policy, and Common Area Rules. I am aware that these documents are available for review at anytime on the Mission Manor website www.missionmanor.org.

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 other person(s) for whom I am responsible, (each, a "User"), HOLD HARMLESS AND RELEASE Mission Manor Homeowners Association, Inc. (the " Association"), and the Community's agents, employees, affiliates, officers, and directors, and Declarant (the "Released Parties"), 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 damages caused by members of my household or any household guest.

Agreed and accepted this _____ day of _____ 202____

Signature: _____ printed name: _____

Signature: _____ printed name: _____



VG-785-2024-3536409

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3536409

Billable Pages: 10

Recorded On: April 03, 2024 12:06 PM

Number of Pages: 11

NOTICE

*****Examined and Charged as Follows*****

Total Recording: \$ 71.00

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

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3536409
Receipt No: 20240403000153
Recorded On: April 03, 2024 12:06 PM
Deputy Clerk: Olga Garcia
Station: CH-1-CC-K21

Record and Return To:

Oscar Alavarez
1704 Iowa St
PCI - original returned to customer
MISSION TX 78572



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas