

HIGHLAND HAVEN PROPERTY OWNERS ASSOCIATION

510 B HIGHLAND DRIVE

HIGHLAND HAVEN, TX 78654

hhpoa@highlandhaventx.com

RENTAL AGREEMENT

STORAGE Locker # _____

A. PROPERTY OWNER: Highland Haven Property Owners Association, Inc. (HHPOA)

B. QUALIFIED RENTER:

- 1. HHPOA member as defined by the association by-laws, with rental on an annual basis. Exception: Renter must be a resident owner. Owners of **lots only** are ineligible as Qualified Renters. **INITIALS REQUIRED.**
- 2. Long Term renter (6 months or longer) of a Highland Haven residence. Storage Lockers rented on a month to month basis, depending on availability.
- 3. Nobles Addition property owner - only on a space available, month to month rent.

C. RESTRICTIONS:

- 1. Storage locker is restricted to named member use. The locker is not to be used by any other persons.
- 2. This unit may not be transferred to a third party. Renter will not allow the use of the unit by any other party.
- 3. Storage of flammable materials such as fertilizer, fuels, chemicals, paint, explosives, and ammunition is strictly prohibited.
- 4. Storage of such items as trash, junk and garbage is strictly prohibited.
- 5. Renter will not make any alterations to the storage locker. For example, drilling holes in the walls in order to mount shelves is strictly prohibited. All shelving must be free standing.

D. CONDITIONS

- 1. Renter shall indemnify and save HHPOA, its successors, elected officers, agents, employees and representatives harmless from any and all claims, demands, action, costs and charges to which HHPOA may become subject and which HHPOA may have to pay by reason of an injury to any person or property, loss of life, or property except those resulting solely from acts of negligence of the HHPOA.
- 2. The HHPOA Board of Directors is the sole judge in determining whether or not any restrictions have been violated.
- 3. Renter is responsible for insuring of contents of the unit.
- 4. **A one-time, non-refundable clean up and maintenance fee of \$25 is required of all renters at the time of the initial rental.**
- 5. If, in the opinion of the Board of Directors, a renter has violated one or more restriction(s) this agreement becomes null and void. The renter must remove the contents of the storage locker and forfeit the remaining, unused portions of the annual fee.
- 6. Any renter of storage locker who disposes of his/her residential property must vacate his/her storage locker within 10 days of the closing and notify the Board of Directors. Failure to do so will result in the disposal of the property in accordance with Chapter 59 of the Texas Property Code. The contents of the storage locker may be sold by the Board of Directors.

ANNUAL FEES: Please make checks payable to the HHPOA

Storage lockers #1 - #15 is \$300 per year (\$25 per month)

NOTES:

- 1. Annual rental fee will cover the period from January 1 through December 31.
- 2. Annual rents due by January 1. Notices will be emailed/mailed to renter's contact address on file 30 days prior to payment due date. A late fee of \$25 will be assessed on payments received after January 1st. If payment is not received by February 1, the rental unit will be cleaned out at owner's expense and the locker reassigned.
- 3. Rentals of less than one year will be prorated to December 31. No rent will be charged for the first month if the rental period is less than 10 days.
- 4. Refunds are based on prorated use. No refund will be granted for the final month if the storage locker is used for 10 or more days that month.

