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2021 AMENDMENTS TO THE TEXAS PROPERTY CODE

Section 202.006 — Public Records *(Effective September 1, 2021)*

- (a) All dedicatory instruments must be filed in the property records of each county in which the property is located.
- (b) A dedicatory instrument has no effect until it is filed.
- (c) A property owners' association may not collect a regular assessment, as defined by 209.002, if the dedicatory instrument authorizing the collection of the regular assessment is not filed in the property records of each county in which the property is located.

Section 202.018. — Regulation of Display of Certain Religious Items. *(Effective September 1, 2021)*

- (a) Owner or resident can affix one or more religious items on ~~[the entry of]~~ the property or dwelling that are motivated by their sincere religious belief.
- (b) Association can enforce or adopt a provision in a dedicatory instrument, including a restrictive covenant that prohibits a display or affixing of a religious item that:
 - 1. threatens the health or safety of the public;
 - 2. violates a law other than a law prohibiting the display of religious speech;
 - 3. contains graphic language, graphics, or displays something that is patently offensive to a passerby for reasons other than its religious content;
 - 4. is installed on property owned or maintained by the property owners' association; or owned in common by members of the property owners' association
 - 5. violates any applicable building line, right-of-way, setback, or easement; or
 - 6. is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

202.018 (c) and (d) Repealed

- ~~in a location other than the entry door or door frame or extends past the outer edge of the door frame of the dwelling; or~~
- ~~if the religious items individually or together are larger than 25 square inches.~~

Section 202.022 — Swimming Pool Enclosures (Effective September 1, 2021)

(a) “Swimming Pool Enclosure” means a fence that:

1. surrounds a water feature, including a swimming pool or spa;
2. consists of transparent mesh or clear panels set in metal frames;
3. not more than 6 feet in height; and
4. designed to not be climbable.

(e) A Property Owners’ Association:

1. may **NOT** adopt or enforce a provision in a dedicatory instrument that prohibits or restricts a property owner from installing on the owner’s property a swimming pool enclosure that conforms to applicable state or local safety requirements; and
2. may adopt and enforce a provision in a dedicatory instrument establishing limitations related to the appearance of a swimming pool enclosure, in placing limitations establishing permissible colors for a swimming pool enclosure, provided that the provision does not prohibit a swimming pool enclosure that is black in color and consists of transparent mesh in metal frames.

Section 202.023 — Security Measures (Effective September 1, 2021)

(a) This section does not apply to:

1. A condominium as defined by Section 81.002 or 81.003; or
2. A master mixed-use property owners’ association subject to Chapter 215.

(b) Except as provided by Subsection (c), a property owners’ association may **NOT** adopt or enforce a restrictive covenant that prevents a property owner from building or installing security measures, including but not limited to a security camera, motion detector, or perimeter fence.

(c) This section does not prohibit a property owners’ association from:

1. Prohibiting the installation of a security camera by a property owner in a place other than property owner’s private property; or

2. Regulating the type of fencing that a property owner may install.

Section 207.001 — (Definitions) Amended by Adding Subdivision (2-a)
(Effective September 1, 2021)

- (2-a) “Management Company” has the meaning assigned by Section 209.002.

Section 207.003(c) — Delivery of Subdivision Information to Owner
(Effective September 1, 2021)

- (c) A property owners’ association may charge a reasonable and necessary fee, not to exceed \$375, to assemble, copy, and deliver information required by this section and may charge a reasonable and necessary fee, not to exceed \$75, to prepare and deliver an update of a resale certificate under Subsection (f).

Section 207.004(b) — Owners’ Remedies for Failure by Property Owners’ Association to Timely Deliver Information *(Effective September 1, 2021)*

- (b) If a property owners’ association fails to deliver the information required under Section 207.003 before the fifth ~~seventh~~ business day after the second request for the information was mailed by certified mail, return receipt requested, or hand delivered, evidenced by receipt:
1. the owner may seek one or any combination of the following:
 - A. A court order directing the property owners’ association to furnish the required information;
 - B. A judgment against the property owners’ association for not more than \$5,000 ~~[\$500]~~;
 - C. A judgment against the property owners’ association for court costs and reasonable attorney’s fees; or
 - D. A judgment authorizing the owner or the owner’s assignee to deduct the amounts awarded under Paragraphs (B) and (C) from any future regular or special assessments payable to the property owners’ association; and
 2. The owner may provide a buyer under contract to purchase the owners’ property an affidavit that states the owner, owner’s agent, or title insurance company or its agent acting on behalf of the owner made, in accordance with this chapter, two written request to the property owners’ association for the information described in Section 207.003 and that the association did not timely provide the information.

Section 207.006 — Online Subdivision Information Required. (Effective September 1, 2021)

(a) This section applies only to:

1. The property owners' association of a subdivision composed of at least 60 lots; or
2. A property owners' association that has contracted with a management company.

(b) A property owners' association to which this section applies shall make the current version of the associations' dedicatory instruments relating to the association or subdivision and filed in the county deed records available on an Internet website:

1. Maintained by the association, or a management company on behalf of the association; and
2. Available to association members ~~[maintains a publicly accessible website].~~

**Section 209.002 — (Definitions) Amended by Adding Subdivision (5-a)
(Effective September 1, 2021)**

- "Management company" means a person or entity established or contracted to provide management or administrative services on behalf of a property owners' association.

Section 209.004 — Management Certificates (Effective September 1, 2021)

(a) Record in the County, where any portion of the property is located, and signed and acknowledged by an officer or managing agent.

A Management Certificate states:

1. Name of the subdivision;
2. Name of the Association;
3. Recording data of the subdivision;
4. Recording data of the declaration and any amendments to the declaration;
5. Name of the mailing address of the Association;
6. Name, mailing address, telephone number, and e-mail address of the person managing the Association or the designated representative;
7. Website address of any internet website on which the Association's dedicatory instruments are available in accordance with Section 207.006; and

8. Other information the Association considers appropriate.

(b) The property owners' association shall record an amended management certificate **in each county in which any portion of the residential subdivision is located** not later than the 30th day after the date the Association has notice of a change of any information in the recorded Management Certificate.

(b-1) No later than 7 days after the date a property owners' association files a management certificate for recording or files an amended management certificate for recording, the property owners' association shall electronically file the management certificate or amended management certificate with the Texas Real Estate Commission. The Texas Real Estate Commission shall only collect the management certificate and amended management certificate for the purpose of making the data accessible to the general public through an Internet website.

** Notwithstanding Section 209.004(b-1) of the Property Code, as added by this Act, an Association that has on or before December 1, 2021 recorded a management certificate or amended certificate with a County clerk under Section 209.004, shall electronically file the most recently recorded management certificate or amended certificate with the Texas Real Estate Commission no later than June 1, 2022.*

** Not later than December 1, 2021 the Texas Real Estate Commission shall establish and make available the system necessary for the electronic filing of management certificates and amended management certificates as required under Section 209.004(b-1) of the Property Code, as added by this Act.*

(c) Officers, directors, employees and agents not liable for a delay in filing a Management Certificate **with a county clerk's office or electronically file the management certificate with the Texas Real Estate Commission** unless it is done willfully or caused by gross negligence.

(d) If you fail to file a Management Certificate or amend it then a lender, purchaser, or title company is not liable to an Association for:

1. Any amount due to the Association on the date of a transfer to a bona fide purchaser; and
2. Any debt to or claim of the Association that accrued before the date of a transfer to a bona fide purchaser.

(e) Any lien filed by an Association that fails to file a Management Certificate or amend it to secure an amount due on the effective date of a transfer to bona fide purchaser is enforceable only for an amount incurred after the effective date of the sale. **An owner is**

not liable for attorney's fees incurred by a property owners' association relating to the collection of delinquent assessment against the owner or interest on the amount of a delinquent assessment if the attorney's fees incurred by the association or the interest accrues during the period a management certificate is not recorded with a county clerk or electronically filed with the Texas Real Estate Commission.

Section 209.00505 — Architectural Review Authority (Effective September 1, 2021)

- (a) "Architectural Review Authority" means the governing authority for the review and approval of improvements within a subdivision.
- (b) This Section:
 - 1. Only applies to a property owners' association of a subdivision composed of at least 40 lots; and
 - 2. Does not apply to a development period or during any period in which the declarant:
 - A. Appoints at least a majority of the members of the architectural review authority or otherwise controls the appointment of the architectural review authority; or
 - B. Has the right to veto or modify a decision of the architectural review authority.
- (c) A Person may **NOT** be appointed or elected to serve on an architectural review authority if the person is:
 - 1. A current Board member;
 - 2. A current Board member's spouse; or
 - 3. A person residing in a current Board member's household.
- (d) A decision by the architectural review authority denying an application or request by an owner for the construction of improvements in the subdivision may be appealed to the Board. A written notice of denial must be provided to the owner by certified mail, hand delivery, or electronic delivery. The notice must:
 - 1. Describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - 2. Inform the owner that the owner may request a hearing before the Board on or before the 30th day after the date the notice was mailed to the owner.

- (e) The Board shall hold a hearing not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one hearing is required.
- (f) During a hearing, the Board or the designated representative of the property owners' association and the owner or the owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of the improvements, and the changes, if any, requested by the architectural review authority in the notice provided to the owner.
- (g) The Board or the owner may request a postponement. If requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
- (h) The property owners' association or the owner may make an audio recording of the meeting.
- (i) The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the subdivision's declaration.

Section 209.0051 — Open Board Meetings *(Effective September 1, 2021)*

Regular and Special Board meetings

- Must be open to members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session.
- Except for a meeting held by electronic or telephonic means as provided below, a Board meeting must be held in a county in which all or part of the property in the Subdivision is located or in a county adjacent to that county.

Electronic or Telephonic Meetings

- A Board meeting may be held by electronic or telephonic means provided that:
 - Each Board member may hear and be heard by every other Board member;
 - Except for any portion of the meeting conducted in executive session; (a) All members in attendance at the meeting may hear all Board members; and (b) Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a Board member to participate; and
 - The notice of the meeting includes instructions for members to access any communication method required to have access to the meeting.

- If a Board takes action outside of a meeting, including voting by electronic or telephonic means, without prior notice to members, each Board member must be given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote.
- Any action taken without notice to members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting.

Meeting Minutes

- The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Notice of the Meetings

- Members shall be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. This notice shall be:
 - Mailed to each member not later than the 10th day or earlier than the 60th day before the date of the meeting; or
 - Provided at least **144** [72] hours before the start of **a regular board meeting and at least 72 hours before the start of a special board meeting** by:
 - (i) In a place located on the Association's common property or, with the Property Owner's consent, on other conspicuously located privately owned property within the subdivision; or
 - (ii) On any Internet website **available to the Association members that is maintained by the Association or by a management company on behalf of the Association** [~~other Internet media~~]; and
 - (iii) Sending the notice by e-mail to each member who has registered an e-mail address with the Association. It is a member's duty to keep an updated e-mail address registered with the Association.

Recessing Meetings

- If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section.
- If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner prescribed above within two hours after adjourning the meeting being continued.

Open Board Meetings

- The Board may **NOT**, unless done in an open meeting for which prior notice was given to Members, consider or vote on:
 - Fines;
 - Damage assessments;
 - Initiation of foreclosure actions;
 - Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
 - Increases in assessments;
 - Levying of special assessments;
 - Appeals from a denial of architectural control approval;
 - A suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue;
 - Lending or borrowing money;
 - The adoption or amendment of a dedicatory instrument;
 - The approval of an annual budget or the approval of an amendment of the annual budget [~~that increases the budget by more than 10 percent~~];
 - The sale or purchase of real property;
 - The filling of a vacancy on the Board;

- The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
- The election of an Officer.

Executive Session

- To consider actions involving:
 - personnel;
 - pending or threatened litigation; and
 - contract negotiations;
 - enforcement actions;
 - confidential communications with the Association’s attorney;
 - matters involving the invasion of privacy of individual Members, or
 - matters that are to remain confidential at the request of the affected parties and agreement of the Board.
- Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

Section 209.0052 — Association Contracts *(Effective September 1, 2021)*

- (a) This Section does not apply to a contract entered into by an Association during the development period.
- (b) An Association may enter into an enforceable contract with: a current Association Board member; a person related to a current Association Board member within the third degree by consanguinity or affinity (spouse, parent/child, brother, sister, grandparent, great-grandparent, aunt/uncle, or nephew/niece); a company in which a current Association Board member has financial interest in at least fifty-one percent (51%) of profits; or a company in which a person related to a current Association Board member within the third degree by consanguinity or affinity, has a financial interest in at least fifty-one percent (51%) of profits **only if** the following conditions are satisfied:

1. The Board member, relative, or company bids on the proposed contract and the Association has received at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
2. The Board member:
 - i. is not given access to the other bids;
 - ii. does not participate in any Board discussions regarding the contract; and
 - iii. does not vote on the award of the contract;
3. The material facts regarding the relationship or interest with respect of the proposed contract are disclosed to or known by the Association Board, and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest as described above; and
4. The Association Board certifies that the other requirements of this Subsection have been satisfied in a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest as described above.

(c) In addition to other applicable requirements of this section, an Association that proposes to contract for services that will cost more than \$50,000 shall solicit bids or proposals using a bid process established by the Association.

** 209.0052(c) as added by this Act, applies only to a contract for a services proposed by an Association on or after the effective date of this Act.*

Section 209.006 — Notice Required Before Enforcement Action *(Effective September 1, 2021)*

- The Association or its agent must give written notice to the Owner by certified mail before it can:
 - suspend an Owner's right to use a common area;
 - file a suit against an Owner, other than a suit to collect a regular or special assessment or foreclose under an Association's lien;
 - charge an Owner for property damage; ~~or~~
 - levy a fine for a violation of the Restrictions or Bylaws or Rules of the Association;
 - or**
 - **report any delinquency of an owner to a credit reporting service**

Content of Notice

- The notice must:
 - Describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
- Inform the Owner that he/she:
 - (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is of a curable nature and does not pose a threat to public health or safety;
 - (b) may request a hearing on or before the 30th day after the date the notice was mailed to the Owner; and
 - (c) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act ([50 U.S.C. App. Section 501 et seq.](#)), if the Owner is serving on active military duty.
- Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
- Be sent by verified mail to the Owner at the Owner's last known address as shown on the Association's records;
- The date specified in the notice must provide a reasonable period to cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety;
- The Association does not have to send this notice for a violation for which the Owner has been previously given notice under this section and the opportunity to exercise any rights available under this section in the preceding six (6) months.
- If the Owner cures the violation before the expiration of the period for cure described in the notice, a fine may not be assessed for the violation.

Curable vs. Uncurable

- A violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. A violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The fact that a one-time violation is not repeated, or other violation is not ongoing is not considered an adequate remedy.

The following are examples of acts considered Uncurable for purposes of this section:

- shooting fireworks;
- an act constituting a threat to health or safety;
- a noise violation that is not ongoing;
- property damage, including the removal or alteration of landscape; and
- holding a garage sale or other event prohibited by a dedicatory instrument.

The following are examples of acts considered Curable for purposes of this section:

- a parking violation that is outlined in the Declaration of Covenants, Conditions and Restrictions and Amendments;
- a maintenance violation;
- the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- an ongoing noise violation.

Section 209.0063(a) — Priority of Payments *(Effective September 1, 2021)*

- (a) Except as provided by Subsection (b), a payment received by an Association from the owner shall be applied to the owner’s debt in the following order of priority:
- i. Any delinquent assessment
 - ii. Any current assessment
 - iii. Any **reasonable** attorney’s fees or **reasonable** third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 - iv. Any **reasonable** attorney’s fees incurred by the Association that are not subject to Subdivision (iii);
 - v. Any other **reasonable** amount owed to the Association.
- (b) If the Association receives a payment from an Owner, and the Owner is in default under a payment plan entered into with the Association:
- i. the Association is not required to apply the payment in the order of priority specified above; and

- ii. in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

Section 209.0064(b) — Third Party Collections *(Effective September 1, 2021)*

- (b) An Association may not hold an owner liable for fees of a collection agent retained by the Association unless the Association first provides written notice to the owner by certified mail that:
 - i. Specifies each delinquent amount and the total amount of the payment required to make the account current;
 - ii. If the Association is subject to Section 209.0062 or the the Association’s dedicatory instruments contain a requirement to offer a payment plan, describes the options the owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association; and
 - iii. Provides a period of at least **45** ~~[30]~~ days for the owner to cure the delinquency before further collection action is taken.

Section 209.0065 — Credit Reporting Services *(Effective September 1, 2021)*

- (a) An Association or the Association’s collection agent may **NOT** report any delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between the owner and the Association.
- (b) An Association may report the delinquent payment history of assessments, fines, and fees of property owners within its jurisdiction to a credit reporting service only if:
 - i. At least 30 business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
 - ii. A property owner has been given the opportunity to enter into a payment plan.
- (c) An Association may **NOT** charge a fee to a individual property owner for the reporting under Subsection (b) of the delinquent payment history of assessments, fines, and fees of property owners within the Association’s jurisdiction to a credit reporting service.
 - * *209.0065 as added by this Act, applies only to a fine, fee, or assessment that becomes due on or after the effective date of this Act [September 1, 2021]. A fine, fee, or assessment that becomes due before the effective date of this Act, that law is continued in effect for that purpose.*

Section 209.007 — Hearing Before Board; Alternative Dispute Resolution
(Effective September 1, 2021)

- (a) **Except as provided by Subsection (d) and only if** ~~[[H]]~~ the owner is entitled to an opportunity to cure the violation, the owner has the right to submit a written request for a hearing to discuss and verify the facts and resolve the matter in issue before ~~[a committee appointed by]~~ the Board ~~[of the Association or before the Board does not appoint a committee].~~
- (b) ~~If a hearing is to be held before a committee, the notice prescribed must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.~~
- (c) The Association shall hold a hearing under this section not later than the thirtieth (30th) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the meeting.
- (d) *TRO or TI*
- The notice and hearing provisions of this section do not apply:
 - If the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or
 - It temporarily suspends a person's right to use common areas if it is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed in this Section.
- (e) An owner or the Association may make an audio recording of the meeting.
- (f) **Not later than 10 days before the Association holds a hearing under this this Section, the Association shall provide to an owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing.**
- (g) **If an Association does not provide a packet within the period described by Subsection (f), an owner is entitled to an automatic 15 day postponement of the hearing.**
- (h) **During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An owner or the owner's**

designated representative is entitled to present the owner's information and issues relevant to the appeal or dispute.

Section 209.015 amended (c) — Regulation of Land Use: Residential Purpose
(Effective September 1, 2021)

- (a) Provide a definition of an “Adjacent Lot.” It’s a lot that is contiguous to another lot that fronts on the same street.
 - 1. With respect to a corner lot, it is contiguous by either a side property line or a back property line; or
 - 2. If permitted by the dedicatory instruments, any lot that is contiguous to another lot at the back property line.
- (b) An Association may not adopt or enforce a provision in a dedicatory instrument that prohibits or restricts the owner of a lot on which a residence is located from using for residential purposes an adjacent lot owned by the property owner.
- (c) An owner must obtain the approval of the Association or, if applicable, an architectural review authority, as defined by Section 209.00505(a), [~~committee~~] established by the Association or the Association’s dedicatory instruments, based on criteria prescribed by the dedicatory instruments specific to the use of a lot for residential purposes, including reasonable restrictions regarding size, location, shielding, and aesthetics of the residential purpose, before the owner begins the construction, placement, or erection of a building structure, or other improvement for the residential purpose on an adjacent lot.
- (d) An owner who elects to use an adjacent lot for residential purposes under this Section shall on the sale or transfer of the lot containing a residence:
 - 1. Include the adjacent lot in the sales agreement and transfer the lot to the new owner under the same dedicatory conditions; or
 - 2. Restore the adjacent lot to the original condition.
- (e) An owner may sell the adjacent lot separately only for the purpose of a new residence.

Section 209.016 — Regulation of Residential Leases or Rental Agreements
(Effective September 1, 2021)

Repealed Sections
209.016 (a) and (c)

- (b) An Association may **NOT** adopt or enforce a provision in a dedicatory instrument that:
 - i. Requires a lease or rental applicant or a tenant to be submitted to and approved for tenancy by the Association; or

- ii. Requires the following information to be submitted to an Association regarding a lease or rental applicant or tenant:
 - a consumer or credit report; or
 - a lease or rental application submitted by the applicant, tenant, or that person's agent to the property owner or property owner's agent when applying for tenancy.
- (d) **Nothing** ~~[Except as provided by Subsection (b), nothing]~~ in this section shall be construed to prohibit the adoption or enforcement of a provision in a dedicatory instrument establishing a restriction relating to the occupancy or leasing.
- (e) **An Association may request the following information to be submitted to the Association regarding a lease or rental applicant:**
 - i. **Contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at a property in the subdivision under a lease; and**
 - ii. **The commencement date and term of the lease.**

Section 209.017 — Justice Court Jurisdiction *(Effective September 1, 2021)*

- **An owner of property in a subdivision may bring an action for a violation of this chapter against the Association of the subdivision in the justice court of a precinct in which all or part of the subdivision is located.**
 - * **209.017 and Subsection (b) as added by this Act, applies only to an action brought on or after September 1, 2021.**