

LEASING POLICY
for
CANYON LAKE HILLS PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

I, Michael K. Miller Secretary of Canyon Lake Hills Property Owners Association ("Association"), certify that at a meeting of the Board of Directors ("Board") of the Association duly called and held on the 5th day of December, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

WHEREAS, the property encumbered by this Policy is that property initially restricted by the Restrictions for Canyon Lake Hills Unit Nos. 1-6 as recorded under the Map and Plat Records of Comal County, Texas, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and subjected to the jurisdiction of the Association;

WHEREAS, the Amended and Restated Bylaws of the Association were recorded under Clerk's File No. 201706049946 of the Map and Plat Records of Comal County, Texas, as same has been or may be amended from time to time ("By-laws");

WHEREAS, Section 202.004 of the Texas Property Code grants the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Declaration;

WHEREAS, Section 1 of the Declaration limits all Residential lots to be used solely for residential purposes, except lots designated for business purposes;

WHEREAS, Section 5 of the Declaration declares that motels and tourist courts are deemed a business use;

WHEREAS, the Board of the Association hereby adopts this Policy for the purposes of establishing a uniform and systematic procedure for the leasing of residential property within the Association and to prohibit transient or short-term leasing;

WHEREAS, the Board has determined that it is in the best interests of the Association to establish this Policy; and

WHEREAS, capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration;

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which shall run with the land and be binding on all Owners and Tenants (as defined herein) within Canyon Lake Hills. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

LEASING POLICY

1. Definitions

- a. "Tenant" shall mean a person who is authorized by a Lease to occupy a residential lot and/or single family dwelling to the exclusion of others and who is obligated under the Lease to pay rent.
- b. "Lease" means any agreement between an Owner and Tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a residential lot and/or single family dwelling.

2. Residential Purposes

- a. A residential lot and/or single family dwelling may be leased for residential purposes only. A Lease for a residential purpose does not include a Lease to Tenants temporarily or where the Tenants do not intend to make the residential lot and/or single family dwelling their home.
- b. A Lease for a residential purpose does not include a Lease to Tenants for less than or a portion of the residential lot and/or single family dwelling. No subleasing shall be allowed.
- c. Residential purpose does not include a Lease of a residential lot and/or single family dwelling for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental.
- d. Residential purpose shall mean to occupy a place over a substantial period such that it is permanent rather than temporary evidenced by one's physical presence simultaneous with a then-existing intent to remain.
- e. Residential purpose does include a Lease of a residential lot and/or single family dwelling for use as permanent housing.

3. Term of Lease

All Leases shall be for a period of not less than thirty (30) days.

4. **Copy of the Lease**

All Leases shall be written; no oral Leases shall be permitted. Owners are required to provide a copy of any Lease to the Association using the following contact information. The Lease must include any and all documentation related to the Lease, as well as contact information for all Tenants under the Lease and the Owner. Any sensitive personal information (as defined by Texas Property Code Section 209.016) may be redacted from the Lease.

Canyon Lake Hills Property Owners Association
Director of Compliance
1045 Scenic Drive
Canyon Lake, Texas 78133

5. **Tenants Bound**

All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Canyon Lake Hills subdivision and owners, shall also apply to all Tenants, which shall include the family occupying the residential lot and/or single family dwelling, their guests and invitees. Every owner shall cause all Tenants to comply with the Dedicatory Instruments, and every owner shall be responsible for all violations, losses, or damages caused by a Tenant, notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the Canyon Lake Hills subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

6. **Non-Compliance**

The leasing of a Residential lot and/or single family dwelling that is not in compliance with the provisions of this Leasing Policy will be considered a violation of the Dedicatory Instruments governing the Canyon Lake Hills subdivision and subject the Owner to fines, at the discretion of the Board, in accordance with the Association's Governing Documents Enforcement and Fine Policy.

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I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Comal County, Texas.

TO CERTIFY which witness my hand this 6th day of December, 2017.

CANYON LAKE HILLS PROPERTY OWNERS ASSOCIATION

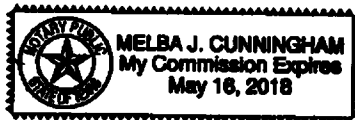
By: Michael K. Mullen

Print Name: Michael K. Mullen

Its: Secretary

THE STATE OF TEXAS §
COUNTY OF Comal §

BEFORE ME, the undersigned notary public, on this 6th day of December, 2017 personally appeared Michael Mullen, Secretary of Canyon Lake Hills Property Owners Association known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Melba J. Cunningham
Notary Public - State of Texas
Melba J. Cunningham

After Recording, Return To:
Cliff Davis
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
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Bobbie Koepf