

**CAPE TRANQUILITY HOMEOWNERS ASSOCIATION, INC.
LEASING POLICY**

STATE OF TEXAS

COUNTY OF HENDERSON

WHEREAS, the property encumbered by this Leasing Policy ("Policy") is that property described on the recorded plat for Cape Tranquility Homeowners Association Inc. in the map records of Henderson County, Texas; and

WHEREAS, the Bylaws of the Cape Tranquility Homeowners Association, Inc. (the "Bylaws") are recorded under Henderson County, as same have been or may be amended from time to time; and

WHEREAS, the Board has determined that it is in the best interest of the Association to establish this Policy.

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) with Cape Tranquility Homeowners Association Inc. This policy replaces any previously recorded or implemented policy that addressed the subjects contained herein.

LEASING POLICY

1. Definitions

- a. "Tenant" shall mean a person who is authorized by a Lease to occupy a tract and/or improvement 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 established or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a tract and/or improvements.

2. Residential Purposes

A tract and/or improvement may only be leased for single family 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 tract and/or improvement their home.

Residential purpose **does not** include a Lease of a tract and/or improvement 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.

Resident purposes 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.

Residential purpose **does** include a lease of a tract and/or improvement for use as permanent housing.

3. **Term of Lease**

All Leases shall be guaranteed for a period of not less than 6 months.

4. **Copy of Lease**

All Leases shall be written; no oral leases shall be permitted. Owners are required to provide a copy of any Lease, including any and all documentation related to the Lease, to the Association using the following contact information:

Cape Tranquility Homeowners Association
5812 N Cape Drive
Chandler, TX 75758

5. **Tenants Bound**

All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) application to the Cape Tranquility Homeowners Association Inc. subdivision and owners, shall also apply to all Tenants, which shall include the single family occupying the tract and/or improvement, their guest 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 Cape Tranquility Homeowners Association subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

CERTIFICATE OF SECRETARY

I hereby certify that, as Secretary of Cape Tranquility Homeowners Association, Inc., the foregoing Leasing Policy was approved on the 11th day of month of August and the year of 2016, at the meeting of the Board of Directors at which a quorum was present.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 17th day of the month of August and the year of 2016.

Karen McKee

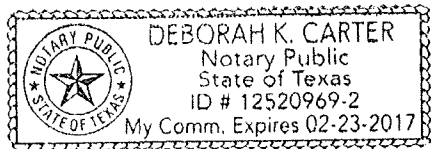
Print Name: Karen McKee

STATE OF TEXAS

COUNTY OF HENDERSON

BEFORE ME, on this day personally appeared Karen McKee, the Secretary of Cape Tranquility Homeowners Association Inc. known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purpose herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 17th day of the month August and the year of 2016.



Deborah K. Carter
Notary Public – State of Texas