

FRIO COMMUNITIES IMPROVEMENT ASSOCIATION, INC.
LEASING POLICY

STATE OF TEXAS §
 §
COUNTY OF REAL §

WHEREAS, the property encumbered by this Leasing Policy ("Policy") is that property initially restricted by the Reservations, Restrictions, Covenants and Easements Pertaining to Twin Forks Estates Subdivision Situated in Real County were recorded in Vol. 33, Pages 35-38 of the Deed Records of Real 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 Frio Communities Improvement Association, Inc. (the "Association"); and

WHEREAS, the By-Laws of the Frio Communities Improvement Association, Inc. were recorded in Vol. 49, Page 95 of Deed Records of Real County, Texas, as same has or may be amended from time to time as same has or may be amended from time to time (the "By-Laws"); and

WHEREAS, Article II, Section D of the Bylaws gives the Board of Directors (the "Board") authority to make and amend rules and regulations regarding the conduct of Owners; and

WHEREAS, Section A of the Declaration limits all Lots to be used for residential purposes only; and

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

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

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 Twin Forks Estates. 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 Lot and/or 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 Lot and/or dwelling.

2. Residential Purposes

- a. A Lot and/or dwelling may 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 Lot and/or 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 Lot and/or Dwelling. No subleasing shall be allowed.
- c. Residential purpose **does not** include a Lease of a Lot and/or 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 Lot and/or dwelling for use as permanent housing.

3. Term of Lease

All Leases shall be guaranteed for a period of not less than nine (9) months.

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.

Frio Communities Improvement Association
PO Box 248
Leakey, Texas 78873
twinforksleakey@gmail.com
830 232 6876

5. **Tenants Bound**

All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Twin Forks Estates subdivision and owners, shall also apply to all Tenants, which shall include the single family occupying the Lot and/or 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 Twin Forks Estates 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 Lot and/or dwelling that is not in compliance with the provisions of this Leasing Policy will be considered a violation of the Dedicatory Instruments governing the Twin Forks Estates subdivision.

CERTIFICATE OF SECRETARY

Book 0101 Page 1318

I hereby certify that, as Secretary of Frio Communities Improvement Association, Inc., the foregoing Leasing Policy was approved on the 28th day of January, 2017, at a meeting of the Board of Directors at which a quorum was present and approved by not less than a majority of the Board members in attendance.

IN WITNESS WHEREOF, I have hereunto subscribed my name this, the 15 day of Feb, 2017.

David Weber Jr

Print Name: David Weber Jr

STATE OF TEXAS §

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COUNTY OF REAL §

BEFORE ME, on this day personally appeared David Weber Jr, the Secretary of Frio Communities Improvement 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 purposes herein expressed and in the capacity herein stated, and as the act and deed of said corporation.

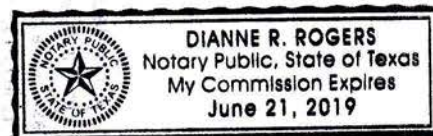
Given under my hand and seal of office, this 15 day of Feb., 2017.

D. R. Rogers

Notary Public - State of Texas

After Recording, Return To:

Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor Houston,
TX 77056



Leasing Policy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: 2/15/2017 10:25:11 AM

Document Number: 00000012473
Amount: \$38.00

STATE OF TEXAS COUNTY OF REAL

I hereby certify that this instrument was
FILED on this date and time stamped hereon
by me and was duly RECORDED in the
OFFICIAL PUBLIC RECORDS OF REAL
COUNTY, TEXAS in the volume and page
shown.

Jenn D. Manchester, County Clerk
Real County, Texas

By: *Damm*
Deputy

Any provisions 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.

