

**ADDITIONAL DEDICATORY INSTRUMENT**

**For**

**CLEAR WATER COVE PROPERTY OWNERS ASSOCIATION**

BEFORE ME, the undersigned authority, on this day personally appeared Christopher J. Archambault who, being by me first duly sworn, states on oath the following:

My name is Christopher J. Archambault I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:


I am the Attorney/Agent for **CLEAR WATER COVE PROPERTY OWNERS ASSOCIATION**. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

**1. RENTAL AND LEASING POLICY**

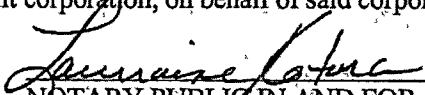
**OF**

**CLEAR WATER COVE PROPERTY OWNERS ASSOCIATION  
A TEXAS NON-PROFIT CORPORATION**

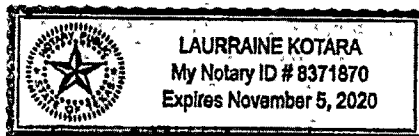
DATED this 27<sup>th</sup> day of September, 2017.

BY:   
Christopher J. Archambault, Attorney/Agent

THIS INSTRUMENT was acknowledged before me on this the 27<sup>th</sup> day of September, 2017 by the said Christopher J. Archambault, Attorney/Agent for **CLEAR WATER COVE PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation, on behalf of said corporation.

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

After Recording Return To:  
Daughtry & Jordan, P.C.-LK  
17044 El Camino Real  
Houston, Texas 77058  
218.0001-General



## CLEARWATER COVE PROPERTY OWNERS ASSOCIATION

### RENTAL AND LEASING POLICY

WHEREAS, the Clearwater Cove Property Owners Association, (the "**Association**"), a Texas non-profit corporation, is the governing entity for the Clearwater Cove subdivision, according to the map or plat thereof recorded in Cabinet "E" Page 37-A, along with any supplements or additions thereto; and

WHEREAS, the Association is governed by the Clearwater Cove Restrictions and Covenants Governing Clearwater Cove (the "**Restrictions**"), as recorded in the Real Property Records of Montgomery County, Texas, under Clerk's File No. 8434716, along with any amendments and supplements thereto; and

WHEREAS, the Association filed the Amended and Restated Restrictions governing Clearwater Cove, as recorded in the Real Property Records of Montgomery County, Texas under Clerk's File No. 2014042551;

WHEREAS, the Board of Directors of the Association has the authority under Section 204.010 of the Texas Property Code to regulate the use, maintenance, repair, replacement, modification and appearance of the Subdivision;

WHEREAS, pursuant to Section 209.016(d) of the Texas Property Code, the Association has the authority to adopt a dedicatory instrument which establishes restrictions relating to occupancy or leasing;

WHEREAS, pursuant to Section 3.1 of the Association's Declaration, "All Owners shall use their Lots and the Residential Dwellings and any other buildings on their Lot, if any, for single family residential purposes only... specifically prohibiting... commercial activity of any type..."

WHEREAS, the Board of Directors desires to adopt the following policy regarding rentals, regulating the use, occupancy and leasing of residential properties due to the potential negative impact of short term rentals on the common elements and Subdivision in general.

NOW THEREFORE, BE IT RESOLVED that the following Rental and Leasing Policy is hereby adopted:

### RENTAL AND LEASING POLICY

#### **I. Definitions.**

- a. "**Renter**" or "**Tenant**" may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract.
- b. "**Lease**" and "**Leasing**" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity.
- c. "**Landlord**" or "**Owner**" may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property.
- d. "**Residence**", "**Property**", "**Properties**" or "**Premises**" may be used interchangeably and shall mean the single-family residence or lot which is being rented.

- e. **“Governing Documents”** shall collectively mean the Association’s Declarations, By-Laws, Rules and Regulations. ACC Guidelines, Board Policies, etc.
- f. **“Short-Term Rentals”** shall mean regular, exclusive occupancy of a home or portion of a home by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a rental payment fee, service or gratuity for a term of less than 30 days.

II. **Terms and Conditions.**

- a. Rentals are permitted in the Association providing that the following terms and conditions are met:
  - b. Lease. All leases and/or agreements for any property must be in writing and shall provide that:
    - i. Such lease is specifically subject to the provisions of the Association’s Governing Documents;
    - ii. any failure of the Tenant to comply with the terms of the Governing Documents shall be deemed to be a default under such lease;
    - iii. Tenant agrees to use the Premises solely as a personal residence;
  - c. Rentals. Owners are required to submit the following information to the Association:
    - i. Full Names of Tenant(s);
    - ii. Number of Tenants and/or Guests;
    - iii. Term of Lease;
    - iv. A contact phone number for the Tenant(s);
    - v. A valid email address for the Tenant(s); and
    - vi. License plate numbers for all Tenant(s) vehicles
  - d. Rental Information. Within 3 days of a lease being signed, the Landlord shall send the Association’s Management Company the required information either by US mail or via e-mail.
  - e. Short-Term Rentals. Owners are prohibited from renting or leasing all or portions of their property for periods of less than 30-days. Short term rentals are considered a business-use and is expressly prohibited pursuant to the terms of the Association’s Declaration.

III. **Violations.**

- a. The Owner (Landlord) is responsible for ensuring compliance with all Association’s Governing Documents.
- b. In the event of a violation by Tenant, the Association will send notice to both the Landlord and the Tenant.

- c. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.

CERTIFICATION

"I, the undersigned, being the President of Clearwater Cove Property Owners Association, hereby certify that the foregoing Rental and Leasing Policy was adopted by at least a majority of the Association's Board of Directors."

By *M. O. Hartnett*, President

Print name: M. O. Hartnett

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared *M. O. Hartnett*, President of the Association, and known by me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity, and that the statements contained therein are true and correct.

Given under my hand and seal of office this, the 19 day of September, 2017.



*Jennifer Marie Stanley*  
Notary Public, State of Texas

**E-FILED FOR RECORD**

09/27/2017 04:19PM



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**09/27/2017**



County Clerk  
Montgomery County, Texas