

CATALINA BAY OWNERS ASSOCIATION, INC.

DEDICATORY INSTRUMENTS AND POLICIES

NOTICE CERTIFICATE

As Required by Chapters 202 and 209, Texas Property Code

RESIDENTIAL LEASING POLICY

In accordance with the Texas Property Code Chapters 202 and 209 et seq., also known as the Texas Residential Property Owners Protection Act, this Dedicatory Instruments and Policies Notice Certificate of the Catalina Bay Owners Association, Inc. shall be recorded in each county in which any portion of the residential subdivision is located. The residential subdivision is located wholly within Hood County, Texas.

A. This Dedicatory Instruments and Policies Notice Certificate hereby declares that:

- (1) the name of the subdivision is Catalina Bay.
- (2) the name of the Association is Catalina Bay Owners Association, Inc.
- (3) the recording data for the subdivision is:

Catalina Bay II, a single family, detached, residential subdivision, containing 106 residential lots, located within Phase One and Phase II-A of the Catalina Bay II Addition in the City of Granbury, Hood County, Texas Catalina Bay II, Phases One, Lots 1 – 75 and 94 – 100, per the Plat recorded at Slide B-236 in the Plat Records of Hood County, Texas, and Catalina Bay II, Phase II-A, Lots 76 – 101, per the Plat recorded at Slide C-79 in the Plat Records of Hood County, Texas, amended by Catalina Bay II, Phase One Amending Plat, an Addition to the City of Granbury, Hood County, Texas, per the Amending Plat recorded at Slide B-312 in the Plat Records of Hood County, Texas, amended by Catalina Bay II, Phase One, Lot 55-R, Amending Plat, an Addition to the City of Granbury, Hood County, Texas, per the Amending Plat recorded at Slide C-158 in the Plat Records of Hood County, Texas, amended by Catalina Bay II, Phase One, Lot 60-R, Amending Plat, an Addition to the City of Granbury, Hood County, Texas, per the Amending Plat recorded at Slide C-362 in the Plat Records of Hood County, Texas.

- (4) the recording data for the Declaration of Catalina Bay, document number 10745, is Volume 1928, Pages 0502 through 0559 on the 10th day of July, 2003 in the Official Records of Hood County, Texas; and
- (5) the Declarant caused to be recorded on the 19th day of July, 2003 that certain Declaration of Covenants, Restrictions and Easements for Catalina Bay (the "Original Declaration") which is recorded at Volume 1928, Page 502 in the Official Records of Hood County, Texas; and

- (6) the Declarant caused to be recorded on the 22nd day of November, 2005 that certain Amendment by Developer effecting Lot 11 of Catalina Bay II, Phase One, which is recorded at Volume 2154, Page 508 in the Official Public Records of Hood County, Texas (the "Lot 11 Amendment"); and
- (7) the Declarant caused to be recorded on the 24th day of April, 2006 that certain Establishment of Restrictions which is recorded at Volume 2192, Page 0909 in the Official Public Records of Hood County, Texas (the "April 2006 Restrictions"); and
- (8) the Declarant caused to be recorded on the 26th day of September, 2006 that certain Establishment of Restrictions which is recorded at Volume 2238, Page 0242 in the Official Public Records of Hood County, Texas (the "September 2006 Restrictions"); and
- (9) the Declarant caused to be recorded on the 20th day of December, 2006 that certain Establishment of Restrictions which is recorded at Volume 2262, Page 0296 in the Official Public Records of Hood County, Texas (the "December 2006 Restrictions"); and
- (10) the Declarant caused to be recorded on the 30th day of November, 2009 that certain Amendment To The Declaration Of Covenants, Restrictions and Easements For Catalina Bay, dated November 30, 2009, which is recorded at Volume 2516, Page 0844 in the Official Public Records of Hood County, Texas (the "November 30, 2009 Deannexation Amendment"); and
- (11) by a vote exceeding the required sixty-seven percent (67%) of all the Members of the Catalina Bay Owners Association, Inc., evidenced by the Members' Written Consent of Action Approving and Adopting the 2015 Amendment to the Declaration of Covenants, Restrictions and Easements for Catalina Bay, which were previously approved by a unanimous vote the Board of Directors on the 20th day of October, 2015 to become effective on the 1st day of January, 2016, the 2015 Amendment was caused to be recorded on the 5th day of January, 2016 as Document Number 2016-0000096 in the Real Records of Hood County, Texas; and
- (12) whereas, the 2015 Amended Declaration was a complete amendment in its entirety of the Original Declaration, the Lot 11 Amendment, the April 2006 Restrictions, the September 2006 Restrictions, and the December 2006 Restrictions (the "Amended Declaration"); but is not an amendment to the November 30, 2009 Deannexation Amendment, which shall remain effective and in force as written and as recorded at Volume 2516, Page 0844 in the Official Public Records of Hood County, Texas; and
- (13) whereas, the February 21, 2018 Lot 101 Deannexation Amendment to the 2015 Amendment to the Catalina Bay Declaration of Covenants, Restrictions and Easements, for the primary purpose of deannexing Catalina Bay Phase II-A, Lot 101 and transferring management control of said Lot 101 from the Catalina Bay Owners Association, Inc. to The Island On Lake Granbury Property Owners Association, Inc.,

and for the related purposes of agreeing to the existing and continuing location of the Catalina Bay Entryway Fence and Entry and Exit Gates and landscape areas and related Ingress and Egress Access and Utility and Maintenance Easements, was executed on November 30, 2017, effective on December 1, 2017, and on February 27, 2018 as Document Number 2018-0002248 in the Official Public Records of Hood County, Texas; and

- (14) the recording data for the ByLaws of Catalina Bay, as amended by the Amended ByLaws of the Catalina Bay Owners Association, Inc., effective June 1, 2012, document number 2012-0012729
- (15) the definitions contained in the Declaration, as Amended for Catalina Bay II, and the Bylaws of Catalina Bay Homeowners Association, Inc., and the Certificate of Incorporation and Articles of Incorporation, as amended, and the Management Certificate are hereby incorporated herein by reference.
- (16) whereas the Dedicatory Instruments of Catalina Bay Owners Association, Inc. are hereby supplemented by the recording of this Dedicatory Instruments and Policies Notice Certificate to supplement the following Declaration Leasing of Homes section for the Policy which follows:

B. **Purpose.** The purpose of this Residential Leasing Policy is to augment Section 5.2 Leasing of Homes in the 2015 Amendment to the Declaration of Covenants, Restrictions and Easements for Catalina Bay (hereinafter the "2015 Amendment") and clearly set forth in detail the Catalina Bay Owners' Association's Policy and Rules regarding leasing of homes in the subdivision. The Association's Board is authorized to make modifications to this Residential Leasing Policy from time to time to ensure that it is in compliance with local, state and federal laws and that the appropriate document and record categories are included.

C. **Section 5.2. Leasing of Homes in the 2015 Amendment to the Declaration of Covenants, Restrictions and Easements for Catalina Bay (hereinafter the "2015 Amendment"):** An Owner may lease the dwelling on his Lot. Whether or not it is so stated in a lease, every lease is subject to this Declaration, and the Association's Bylaws and Rules and Regulations (herein the "Documents"). An Owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of

the tenant. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

- (1) **Leasing of Homes.** An Owner may lease the dwelling (also known as the "Residence") on his Lot, but not the Lot alone by itself, subject to the following restrictions and rules.
- (2) **Definition of Leasing.** "Leasing," as used in this Section, is defined as regular, exclusive occupancy of a Residence on a Lot in the Catalina Bay subdivision by any person other than the Owner. For purposes of this Section, if a Residence is owned by a trust and the beneficiary of the trust is living in the Residence, that Residence shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease-back in connection with the sale and transfer of title of a Lot and Residence from seller to purchaser, which is then leased back from the purchaser to the seller of the Lot and Residence for a time period up to a maximum of three (3) months. Any lease-back of a Lot and Residence in the Catalina Bay subdivision in excess of three (3) months will require prior written approval from the Association Board.
- (3) **Association Approval of Leases with Addendum A Required.** All leases and renewals of leases shall be in writing and shall attach to each lease and incorporate by reference thereto an Addendum A, which Addendum A is attached to this Residential Leasing Policy, and incorporated herein by reference. All such leases and renewals of leases are subject to the Association's review and approval or denial in the absolute and sole discretion of the Association. Whenever the Owner of a Residence has received a bona fide offer to lease his or her Residence and desires to accept such offer, the Owner shall give the Board not less than fifteen (15) days written notice of his or her desire to accept such offer, and provide, at the Owner's sole cost and expense, the following information to the Board: (i) the name, date of birth and current address of the prospective lessee(s) and each prospective adult occupant (over age 18); (ii) a copy of a criminal background check on each prospective adult occupant, and (iii) a copy of the lease and all renewals, with lessee's confidential, personal information (such as Social Security numbers and Driver's Licenses) deleted. As a condition of the Association's approval of a lease, prior to such approval, Owners are responsible for providing the Association with the names of tenants and all family members of tenants, and all other occupants living or planning to live in the Residence, plus phone and e-mail

contact information. The Association shall have the right and power to impose and collect from an Owner a reasonable lease application and review fee of any Owner's proposed lease.

- (4) **Security Deposit Required with Application.** Owners applying to the Association for approval of a lease must submit a lease performance and common area property damage security deposit of \$1,500.00, payable to the Association to be held by the Association as a security deposit for each individual leased property. No lease of property will be considered or approved by the Board until the \$1,500.00 security deposit has been paid to the Association. If the potential lease is not approved by the Association within fifteen (15) days from receipt of the lease and the security deposit, the \$1,500.00 will be returned to Owner, less the amount of the Association's lease application and review fee. If the lease is approved by the Association, the aforementioned security deposit will be held by the Association to ensure compliance with all the restrictions, covenants and rules of the Association, and may also be utilized by the Association, in the Association's sole discretionary determination, to repair or replace any and all damage caused by Owner or tenant to common areas within the Catalina Bay community. Upon termination of an existing and approved Lease, and verification that no repairs or reconditioning of common areas and/or fixtures or equipment will be necessary, Owner may submit a security whole or partial refund request in writing to Association. After all other aforementioned requisites have been satisfied, the Association will return the security deposit, less any withheld amounts, to Owner, accompanied by a written statement accounting of any monies withheld from security deposit, within 30 days of the Owner's request or compliance, whichever occurs later.
- (5) **Leases are Subject to the CBOA Governing Documents.** Whether or not it is so stated in a lease, every lease is subject to the Declaration, and the Association's Bylaws and Rules and Regulations, as Amended (herein the "Documents"). An Owner is responsible for providing his tenant with copies of the Documents and notifying him of changes thereto. Failure by the tenant or his invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease.
- (6) **Association's Right to Cure.** When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of the lease. Regardless of the Owner's efforts or effectiveness in curing the tenant's violation, the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant. The Owner of a leased Lot and

Residence is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

- (7) **Owner's Occupancy Pre-condition to Leasing.** Upon acquiring an ownership interest in a Lot and a Certificate of Occupancy issued by the City of Granbury for a Residence on any such Lot in the Catalina Bay subdivision, the Owner may not lease the Residence thereon, or any portion thereof, until the expiration of twelve (12) months from the date of issuance of the Certificate of Occupancy of the Residence; provided however that the Owner may lease the Lot and Residence thereon pursuant to Board approval of a hardship per Subsection (h) below. After the expiration of the twelve (12) month period, the Owner may lease the Residence subject to the other terms contained in this Section.
- (8) **Lease Occupancy Restriction and Term.** Residences may be leased only in their entirety by a single family of no more than five (5) family members. Owners are strictly prohibited from leasing individual rooms in the Residence. No transient tenants may be accommodated in a Residence. Residences may not be used or leased for hotel purposes. All leases must be for an initial term of one (1) year without an option to cancel. Thereafter, leases may be renewed on an annual basis, provided the Owner first obtains written permission from the Board to renew the lease of the Residence pursuant to this Section, and further provided the lease meets the conditions and criteria set out in this Section.
- (9) **Hardship Exception to Leasing Rules.** Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Residences that do not comply with the above requirements upon the Owner's written application for an exception because of undue hardship on the Owner. By way of illustration and not by limitation, circumstances which may constitute undue hardship are those in which (i) an Owner must relocate his or her Residence because of changes in employment, marital status or health reasons, preventing Owner, within one hundred twenty (120) days from the date of the Residence was placed on the market, from selling the Residence while offering it for sale at a reasonable price no less than its Hood County Appraisal District's appraised tax value; or (ii) the Owner dies and the Residence is being administered by his or her estate; or (iii) the Owner takes an Association approved leave of absence or temporarily relocates, intending to return to reside in the Residence. Those Owners who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained

the requisite approval of the Board may lease their Residence upon the terms and conditions approved by the Board, after which time the Board will again review whether the hardship still exists to warrant an extension of the exception.

- (10) **Non-compliance.** Any lease or sale of a Residence entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no leasehold title or interest in a Residence to the purported lessee. For violations of the above Sections, the Association in their sole discretion may impose an initial fine of up to \$1,000.00. Thereafter, additional fines of \$100.00 per day may be imposed for each day in which the violation remains uncured, along with any attorney's fees and court costs incurred by the Association in connection with the enforcement of these leasing restrictions.
- (11) **Lessee Application Fee.** Each Lessee entering into a Lease or a renewal of a Lease for any Owner's property in the Catalina Bay subdivision beginning on or after the effective date of this First Amendment to the 2015 Amendment shall be charged a "Lessee Application Fee" which as of the effective date hereof shall be Fifty and No/100 Dollars (\$50.00) payable to and collected by and for the benefit of the Association. The Lessee Application Fee shall also be an obligation of the Owner until paid. The Association Board of Directors is hereby granted the power and authority to modify and establish a higher or lower Lessee Application Fee in its sole discretion at any time hereafter.

Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and these Dedicatory Instruments and Policies shall be enforced as if such provision did not exist. Furthermore, the purpose of these Dedicatory Instruments and Policies is to satisfy the legal requirements of Section 209.0062 of the Texas Property Code. In the event that any provision of these Dedicatory Instruments and Policies is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, these Dedicatory Instruments and Policies and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law.

IT IS RESOLVED that this Dedicatory Instruments and Policies Notice Certificate of the Catalina Bay Owners Association, Inc., and the provisions of the Dedicatory Instruments and Policies herein, are hereby adopted by the Board of Directors of the Catalina Bay Owners Association, Inc. Following recordation in Hood County, the Dedicatory Instruments and Policies in this Notice Certificate, hereby adopted, shall be effective on July 1, 2018, and shall remain in effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by a vote for adoption of a majority of the members of the Board of Directors at the July 16, 2018 Meeting of the Board of Directors of Catalina Bay Owners Association, Inc., and has not been modified, rescinded or revoked.

Catalina Bay Owners Association, Inc.

By: William Demharter
William Demharter, President

6/22/2018
Date

Attest:

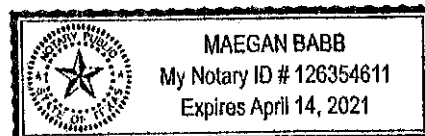
By: Matt Tomlinson
Matt Tomlinson, Secretary

6/22/2018
Date

STATE OF TEXAS)
)
COUNTY OF HOOD) KNOW ALL MEN BY THESE PRESENTS:

This Dedicatory Instruments and Policies Notice Certificate of the Catalina Bay Owners Association, Inc. was acknowledged before me on July 22, 2018 by William Demharter, President of the Catalina Bay Owners Association, Inc. and by Matt Tomlinson, Secretary of the Catalina Bay Owners Association, Inc.

Maegan K. Babb
Notary Public, State of Texas
My commission expires: 4-14-21



Return to:

Susan E. Hall, President of
TX-POA Management, LLC, Manager of
Catalina Bay Owners Association, Inc.
510 West Pearl Street, Suite 100
Granbury, Texas 76048

ADDENDUM "A"
to the
CATALINA BAY OWNERS ASSOCIATION, INC.
RESIDENTIAL LEASE

THIS ADDENDUM "A" (herein referred to as Addendum "A") to the **CATALINA BAY RESIDENTIAL LEASE** (herein referred to as the "Lease") is made and entered into this ____ day of _____, 201____, effective on the ____ day of _____, 201____, by and between _____, owner (referred to herein as "**Landlord**") of the real property and improvements known as Phase _____, Lot _____, Catalina Bay II Addition to the City of Granbury, Texas, (referred to herein as the "**Leased Premises**") and _____ (referred to herein as "**Tenant**"). This Addendum "A" is made a part of that certain Residential Lease ("Lease") dated the ____ day of _____, 201____, by and between Landlord and Tenant. Tenant and Landlord are herein referred to as the "Parties." If any provision in any other portions of the Lease or either Addendum "A" or a Residential Lease Addendum For Broker's Fee attached to the Lease is inconsistent with any provision contained in this Addendum "A," the provision contained in this Addendum "A" shall control. The paragraph number referenced below is the paragraph number of the Residential Lease agreement.

Lease Paragraph 12. C. HOA RULES: The Parties agree to the Residential Lease Paragraph 12. C. HOA RULES, as amended and supplemented as follows:

C. HOA RULES: Tenant must comply with all of the Catalina Bay Owners Association, Inc. Bylaws, Declaration of Covenants, Conditions and Restrictions, Rules & Regulations, and Policies and Guidelines (herein referred to as the Catalina Bay Governing Documents) affecting the Leased Premises and the Catalina Bay Common Areas and Common Amenities.

Tenant will reimburse Landlord for all Regular and Special Assessments and for any fines, fees or other charges assessed against Landlord for violations or failure to comply with any Catalina Bay Addition Governing Documents.

Landlord shall be responsible the Board of Directors of the Catalina Bay Owners Association, Inc. (herein referred to as the "**Association**") and to TX-POA Management, LLC, the independent Manager of the Association, to handle all interaction and communication with Tenant and to provide Tenant with copies of the Governing Documents. Landlord shall also be responsible for all Tenant violations or failures to comply with the Governing Documents and for all resulting fines, fees and charges, which if not paid shall result in liens against the Leased Premises.

Additionally, Tenant shall be responsible to Landlord and Landlord shall be responsible to TX-POA Management, LLC, the independent Manager of the Catalina Bay Owners Association, Inc. (herein referred to as "**TX-POA**") to:

- (1) Provide TX-POA in writing with the names, addresses, phone numbers and email addresses of the Tenants and all residents residing in the Leased Premises, at the commencement and throughout the term of the Lease; and
- (2) Provide TX-POA with a legible copy of the Residential Lease, redacting Tenant's Social Security and Driver's License numbers; and
- (3) Timely pay to TX-POA at 510 West Pearl Street, Suite 100, Granbury, Texas 76048 all Initial (one time per Lot) Assessments and all Regular and Special Assessments, plus all fines, fees or other charges assessed against Tenant; and

- (4) Provide Lessees with copies of all Catalina Bay Owners Association's Governing Documents; and
- (5) Inform and assist Tenant with contact information for all service providers to residents in Catalina Bay; and
- (6) Inform Lessee of all TX-POA notices and resident communications to all Catalina Bay Owners Association Members affecting the Leased Premises and the Common Areas and Common Amenities; and
- (7) Inform and advise Tenant of the Catalina Bay Owners Association's procedures requiring Architectural Control Committee (herein "ACC") applications and approvals required by the Governing Documents.

Landlord hereby grants to the Catalina Bay Owners Association's Board of Directors and TX-POA the power to impose fines and to impose self-help rights to address violations and non-compliance against Tenant as provided in the Governing Documents in the event that Landlord does not perform its Lease management and/or enforcement responsibilities under the Residential Lease and this Addendum "A" following delivery of 30 days written notice to both Landlord at Landlord's last known email or street address and to Tenant at Tenant's last known email or Catalina Bay street address.

In the event the Catalina Bay Owners Association's Board or TX-POA determine that the terms and provisions of this Addendum "A" are not being complied with, the Association Board of Directors shall have the discretionary right to terminate this Residential Lease by delivering 30 days written notice to both Landlord at Landlord's last known email or street address and to Tenant at Tenant's last known email or Catalina Bay street address.

LANDLORD:

By: _____ Date: _____

TENANT:

By: _____ Date: _____

ACKNOWLEDGED AND DELIVERY ACCEPTED:

CATALINA BAY OWNERS ASSOCIATION, INC.

By: _____ Date: _____

Its: _____