

## Policy # 26 - Leasing of Town Homes and Resale Information

### Leasing:

- The HOA recommends that all town home owners use the latest Texas Apartment Association (TAA) town home lease forms when leasing their townhomes.
  - Each owner of a leased town home is required to have and maintain battery or A/C electric smoke detector(s) in the town home in accordance with State Law.
  - Owners are required to comply with all state laws and county/city ordinances related to the leasing of their property, e.g., security devices.
  - Town home owners are responsible for the conduct of their tenants and their guests.
1. **The unit owner(s) must make this document an addendum to their lease.**
  2. **No lease may be shorter than six (6) months in duration.**
  3. **Owner must provide all association governing documents/policies/rules to the tenant(s) and lease must be subject to such documents. All rules apply to tenants, their guests and any children who will occupy the unit.** Each lease must provide that the lessee is bound and subject to all of the obligations under the Declaration, Bylaws, and Rules of the property. It is the owner's responsibility to provide the governing documents to all tenants. Tenants must be informed of restrictions on property regarding children and age limits regarding supervision in the common areas, pool, etc.
  4. **Owners must provide association a copy of all leases.** A copy of the lease (including the attached Rules and other documents) must be fully executed (by both owner and tenant) and must be provided to the management company for the Association.
  5. **Owners must perform tenant background checks – lease must be written as contingent based on meeting the following criteria.** Prior to leasing to a tenant or otherwise allowing the Owner's Unit to be occupied by anyone other than the Owner and his family, Owners must exercise due diligence not to lease to tenants or occupants if they have a conviction or deferred adjudication history of any

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3.12, 3.14 & 3.15

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crime that may pose a serious potential risk of injury to other residents. This includes (but is not limited to) such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder, burglary, gang or drug related crime, and kidnapping. It is the Owner's responsibility to determine the best way to exercise that due diligence. **Owners must obtain a report based on Texas Department of Public Safety criminal records (the "Background Check"), as well as taking any other actions needed to prudently screen your prospective tenants and occupants for criminal history.** (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us)). Owners must provide proof of such screening (including a copy of the report) to the association's management company.

**Failure to comply with providing the association a copy of the lease and background check will result in an instant \$200.00 fine to the homeowners account.**

6. **Leases pending at time of rule adoption.** A written rental agreement executed prior to the adoption of these Rental Rules is "grandfathered," except as specified below. Such a grandfathered lease may not be renewed or otherwise extended beyond the termination date in place at the time these Rental Rules are adopted, unless the renewed or extended lease is executed in compliance with all of these Rental Rules. For all such grandfathered leases, the owner (Lessor) must provide a copy of the grandfathered lease to the association within 30 days of the adoption of these Rental Rules. Likewise, the owner must perform tenant and occupant Background Checks on all tenants and occupants within 30 days of the adoption date, and provide a copy of the Background Check(s) upon request of the Board of Directors.
7. **Association right of eviction.** The Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board to have a history of a crime described above, according to official public records. Additionally, the Association shall have a right, but not the obligation, to evict any tenant or any family member or guest of the owner if such person is found by the Board to have substantially and repeatedly violated Association rules regarding noise, nuisances, noxious odors, or other rules relating to safe enjoyment of the Property by other owners and their family, tenants, and guests. In this regard, the Association shall be deemed an "aggrieved party" for eviction suit purposes and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the dwelling subject to the condition that if the Association does recover possession in an eviction suit, the Association shall upon execution of a writ of possession immediately relinquish possession of the dwelling to the dwelling's Owner and

shall not enter the dwelling. The Owner will be responsible for all costs associated with such eviction. In the alternative, the Association shall have the right to demand that the Owner evict the tenant, and shall have the right to pursue an injunction against the Owner should the Owner fail or refuse to do so. In such case the Owner will be responsible for all attorneys' fees related to enforcement.

8. **Applicability.** These leasing requirements apply to all homes and scenarios other than owner-occupied homes. In other words, the leasing restrictions apply in any non-owner occupant situation whether or not the situation involves what is generally thought of as being a traditional leasing situation. For example, the leasing rules apply in a non-owner-occupant situation even if no rent is changing hands, if the arrangement is termed a contract of sale, or any other arrangement other than an owner-occupant. For purposes of these requirements, a home will be considered owner-occupied only if the owner and/or his immediate family member(s) are living in the unit and no rent or other compensation is being collected.
9. **Attorney's Fees.** The Association may assess reasonable attorney's fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules.
10. **Non Waiver:** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws and rules are cumulative and not exclusive.
11. **Payments.** The Association in its discretion and without notice to the Owner may apply amounts received from Owners to non-assessment items or other amounts due and owing the association regardless of Owners' notations on checks or otherwise. The Association may at any time without notice require payments to be made in certified funds.
12. **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board of Directors, acting on behalf of the Association, may:
  - (A) Suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any common areas) owned, operated, or managed by the Association;
  - (B) Suspend an Owner's voting privileges in the Association as an Owner, as further provided in the Declaration and Bylaws;

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- (C) Record a notice of non-compliance encumbering the dwelling;
- (D) Levy a damage assessment against a dwelling;
- (E) Levy late fees, collection costs and/or deed restriction enforcement costs (including attorneys fees) against a dwelling;
- (F) Assess a fine against the dwelling and dwelling for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board of Directors; and/or
- (G) Exercise any other remedy provided by the Declaration, Bylaws, or Association rules or other applicable law.

Any amounts charged to an Owner under these procedures may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights.

**The Park at Quail Creek, HOA, Inc.**

**1. Unit Owner's Information:**

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Number(s): \_\_\_\_\_

**2. Tenants Information:**

Property Address:  
\_\_\_\_\_

**ALL** Tenant's/Occupants Name(s):

Lease Begins On: \_\_\_\_\_ Ends On: \_\_\_\_\_

Tenant's contact phone #'s: \_\_\_\_\_

Tenant's email address:  
\_\_\_\_\_

If the unit is professionally managed please list that companies contact information here (name, number, email):

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3. Was a copy of the governing documents and policies & procedures rules given to tenant(s)?  
Yes \_\_\_\_ No \_\_\_\_ (*Initial* \_\_\_\_\_)
4. Did you personally go over the rules with your tenants in addition to providing them with a copy?  
\_\_\_\_\_ Yes or \_\_\_\_\_ No (*Initials* \_\_\_\_\_)

- A copy of the governing documents, rules/policies and procedures can be found on the Park's website at [www.parkatquailcreekhoa.com](http://www.parkatquailcreekhoa.com)

**NOTE \*\*\*** It is not the Association's or management company's responsibility to provide this information. Homeowners are responsible for the actions of their guests and tenants. Please be aware that failure to take such responsibility could result in fees and/or violation fines.

X \_\_\_\_\_

*\*Homeowner's Signature, Attesting to the above (Required or a \$200 fine will be assessed to the homeowners account.)*