


MARY LOUISE NICHOLSON
COUNTY CLERK

LEASING AND SHORT-TERM RENTAL POLICY
for
PARK GLEN NEIGHBORHOOD ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Melissa Menici, Secretary of Park Glen Neighborhood Association, Inc., a Texas non-profit corporation (the "Association"), certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") duly called on the 20 day of June, 2023, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing and Short-Term Rental Policy was duly approved by at least a majority vote of the members of the Board in attendance:

RECITALS:

1. The property encumbered by this Leasing and Short Term Rental Policy ("Policy") is that property restricted by the documents described below under this Paragraph 1(a)(1-23) and 1(b)(1-23), as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

a. Documents:

- (1) Park Glen - Phase 2 Association Declaration.
- (2) First Amendment to Park Glen - Phase 2 Association Declaration.
- (3) Declaration of Covenants, Conditions and Restrictions.
- (4) Deed Restrictions.
- (5) Revised Deed Restrictions.
- (6) Deed Restrictions.
- (7) Declaration of Covenants, Conditions and Restrictions.
- (8) Park Glen - Phase I Association Declaration.
- (9) First Amendment to Declaration of Covenants, Conditions and Restrictions.
- (10) Declaration of Covenants, Conditions and Restrictions.
- (11) First Amendment to Declaration of Covenants, Conditions and Restrictions.
- (12) Declaration of Covenants, Conditions and Restrictions.
- (13) Declaration of Covenants, Conditions and Restrictions.

- (14) Declaration of Covenants, Conditions and Restrictions.
- (15) Declaration of Covenants, Conditions and Restrictions.
- (16) Amendment of Declaration of Covenants, Conditions and Restrictions for Park Glen Phase VI.
- (17) Amendment of Declaration of Covenants, Conditions and Restrictions for Park Glen Phase VIII.
- (18) Declaration of Covenants, Conditions and Restrictions.
- (19) Declaration of Covenants, Conditions and Restrictions.
- (20) Declaration of Covenants, Conditions and Restrictions Correction Instrument.
- (21) Declaration of Covenants, Conditions and Restrictions.
- (22) Declaration of Covenants, Conditions and Restrictions.
- (23) Declaration of Covenants, Conditions and Restrictions.

b. Recording Information:

- (1) Volume 10944, Page 1718, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (2) Tarrant County Clerk's File No. D223027391.
- (3) Volume 9000, Page 2266, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (4) Volume 9350, Page 1724, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (5) Volume 9380, Page 2299, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (6) Volume 9952, Page 398, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (7) Volume 9359, Page 534, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (8) Volume 9565, Page 617, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (9) Volume 10207, Page 1944, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (10) Volume 10670, Page 1090, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (11) Volume 10741, Page 350, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (12) Volume 10744, Page 528, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (13) Volume 11101, Page 1098, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (14) Volume 11198, Page 604, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (15) Volume 11101, Page 1081, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
- (16) Volume 11685, Page 1632, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.

- (17) Volume 11685, Page 1635, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
 - (18) Volume 11964, Page 814, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
 - (19) Volume 12076, Page 514, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
 - (20) Tarrant County Clerk's File No. D195192374.
 - (21) Tarrant County Clerk's File No. D198175023.
 - (22) Volume 10021, Page 785, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
 - (23) Volume 10021, Page 799, *et seq.*, Official Public Records of Real Property of Tarrant County, Texas.
2. Article VI, Section 6.01(A) of the "First Amendment to Park Glen – Phase 2 Association Declaration" grants the Board of Directors of the Association to promulgate rules and regulations governing leasing in compliance with the Declaration.
 3. Pursuant to the Declaration, the Board hereby adopts this Leasing and Short-Term Rental Policy ("Policy") for the purposes of establishing rules and regulations for the leasing and short-term rental of the lots under the jurisdiction of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all owners and occupants within the Association. This Policy replaces any previously recorded or implemented policy, if any, relating to leasing and short-term rentals in the Association.

LEASING AND SHORT-TERM RENTAL POLICY

1. Definitions
 - (a) Lot. The term "lot" as used in this Policy shall mean any residential lot depicted on the plat map of any subdivision under the jurisdiction of the Association.
 - (b) Owner. The term "owner" as used in this Policy shall mean the record owner(s) of any lot under the jurisdiction of the Association.
 - (c) Lease. The term "lease" as used in this Policy shall mean any type of agreement or arrangement which provides to a person(s) or entity(s) other than the owner of a lot the right to possess and use a lot and the single-family dwelling on a lot.
2. A lease must be for a term of not less than one hundred eighty (180) consecutive days. A lease for a term of less than one hundred eighty (180) consecutive days is prohibited. Upon the end of a lease term of at least one hundred eighty (180) consecutive days, a new lease for a period of at least one hundred eighty consecutive (180) days is required, however, a "month-to-month" lease is allowed if the lessee(s) is the same person(s) who signed the original lease.
3. The lessee(s) of a lot must intend to occupy the lot and the single-family dwelling on the

lot for the entire term of the lease.

4. The Board does not have the authority to and will not approve or disapprove any lease.
 5. An owner may not lease a room or any portion less than the entire lot and the entire single-family dwelling on the lot. The lessee(s) of a lot is not permitted to sublease the lot or the single-family dwelling on the lot or any portion thereof.
 6. A lease must be in writing. Leasing the lot and/or the single-family dwelling on a lot does not relieve the owner of the lot from the obligation to comply with the Association's Dedicatory Instruments [as that term is defined by Texas Property Code Section 202.001(1) or its successor statute]. All lessees are subject to the Association's Dedicatory Instruments.
 7. There may only be one lease for a lot (including the single-family dwelling on the lot) at a time. Upon written demand from the Association, the owner of the lot must provide a true and correct copy of the lease to the Association within fourteen (14) business days of the date such written demand is mailed. The owner may redact a lessee's social security number and/or driver's license number and/or government issued identification number prior to providing a copy of the lease to the Association. Upon written demand of the Association, the owner of the lot must provide to the Association the name, mailing address, phone number, and email address of each person who has reached the age of at least eighteen (18) years and who will reside at the lot within fourteen (14) business days of the date such written demand is mailed. Upon written demand of the Association, the owner of the lot must provide to the Association the make, model, and license plate number of all vehicles owned, operated or controlled by all lessees of a lot within fourteen (14) business days of the date such written demand is mailed (with the exception of any such vehicle is not and will not be parked on the lot or within any subdivision under the jurisdiction of the Association, including the public streets within such subdivisions).
 8. Short-Term Rentals are expressly prohibited. A Short-Term Rental is: (a) any type of lease, agreement, or arrangement which provides to a person or entity other than the owner of the lot the use of and the right to possess the lot and/or the single-family dwelling on the lot for less than one hundred eighty (180) consecutive days; or (b) a use of the lot that required the owner of the lot pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid).
 9. Any use of a lot or the single-family dwelling on a lot that requires that the owner pay the State of Texas hotel occupancy tax (whether or not the tax is actually being paid) shall constitute a business use of the lot in violation of this Policy and the Declaration and such use is prohibited.
 10. Notwithstanding any other provision herein, a leaseback provision that is included in a bona fide contract for the sale of a lot that allows the buyer to lease the lot and the single-family dwelling on the lot back to the seller for a period of not more than one hundred eighty (180) consecutive days is allowed.
 11. The Association may, after the notice required by law, if any, is given, levy a fine on the owner of the lot in the amount of five hundred and 00/100 dollars (\$500.00) per day for a
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violation of any term or provision of this Policy. This fining provision supersedes any conflicting provision in any fining policy or fine schedule adopted by the Association.

12. It is not the intent of this Policy to exclude from a lot or the single-family dwelling on a lot any individual who is authorized to so remain by any state or federal law.
13. If it is found that any term or provision of this Policy is in violation of any law, then this Policy will be interpreted to be as restrictive as possible to preserve as much of the intent of this Policy as allowed by law.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Leasing and Short-Term Rental Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Tarrant County, Texas.

TO CERTIFY which witness my hand this the 28 day of June, 2023.

PARK GLEN NEIGHBORHOOD
ASSOCIATION, INC.

By: [Signature]

Printed: Melissa Medici

Its: _____

THE STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME, the undersigned notary public, on this 28 day of June, 2023, personally appeared Melissa Medici, Secretary of Park Glen Neighborhood Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

