

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
SPRING SHADOWS CIVIC ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Spring Shadows Civic Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements instruments entitled "Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instrument for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instrument for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association" and "Supplemental Notice of Dedicatory Instruments for Spring Shadows Civic Association", respectively, recorded in the Official Public Records of Harris County, Texas under Clerk's File Nos. U171810, 20080031621, 20090087751, 20120254638, RP-2016-23752, RP-2019-541649, RP-2021-401541, RP-2021-576236, RP-2021-641357 and RP-2022-314548 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

- **Board Resolution adopting Leasing and Short-Term Rental Policy for Spring Shadows Civic Association.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

RP-2022-393370

Executed on this 1st day of August, 2022.

SPRING SHADOWS CIVIC ASSOCIATION

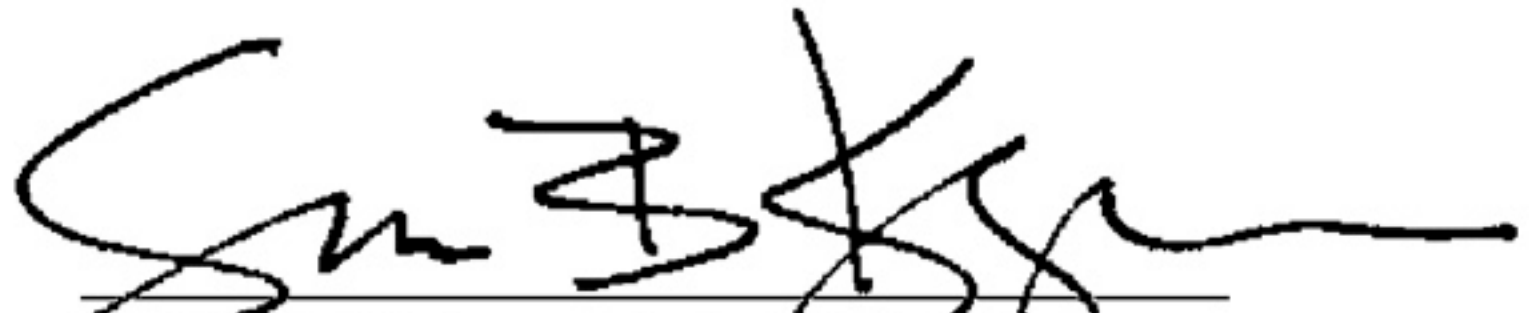
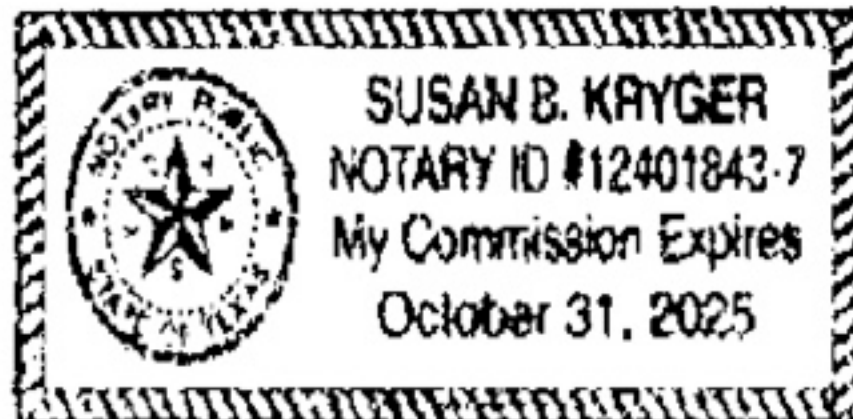
By:



Cliff Davis, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1st day of August, 2022 personally appeared Cliff Davis, authorized representative of Spring Shadows Civic Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas

RP-2022-3933370

BOARD RESOLUTION
adopting
LEASING AND SHORT-TERM RENTAL POLICY
for
SPRING SHADOWS CIVIC ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Alexis Lanning, Secretary of Spring Shadows Civic Association, 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 18th day of July, 2022, 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. Texas Property Code Section 204.010(a)(6) gives the Spring Shadows Civic Association ("Association"), acting through its Board of Directors ("Board"), the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of the properties under the jurisdiction of the Association.
2. Pursuant to the Code, 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 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. "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.

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(b) Owner. "Owner" as used in this Policy shall mean the record owner(s) of any lot under the jurisdiction of the Association.

(c) Lease. "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 the lot the right to possess and use a lot and the single-family residential dwelling on a lot.

2. A lot and/or the single-family residential dwelling on a lot may be leased for residential purposes only.
3. 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.
4. The lessee(s) of a lot must intend to occupy the lot and the single-family residential dwelling on the lot for the entire term of the lease.
5. The Board does not have the authority to and will not approve or disapprove any lease.
6. An owner may not rent (i.e., receive money or non-monetary benefits) a room or any portion less than the entire lot and the entire single-family residential dwelling on the lot. The lessee(s) of a lot is not permitted to sublease the lot or the single-family residential dwelling on the lot or any portion thereof.

Notwithstanding this provision or any other language in this Policy, it is not a violation of this Policy for an owner to have not more than one person not related to the owner by blood or marriage residing on the lot who may or may not share housing expenses with the owner. The intent of this exception is to allow an owner to have not more than one bona fide "roommate" or "housemate" who is a person known to the owner. The Association's Board of Directors will have the sole and absolute discretion to determine if a person falls within this exception. Any person contemplated by this exclusion is not considered a lessee under this Policy.

7. A lease must be in writing. Leasing the lot and/or the single-family residential 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.
8. There may only be one lease for a lot (including the single-family residential 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).

9. 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 residential 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).
10. Any use of a lot or the single-family residential 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 non-residential use of the lot in violation of the applicable restrictive covenants and this Policy and such use is prohibited.
11. 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 residential dwelling on the lot back to the seller for a period of not more than ninety (90) consecutive days is allowed.
12. It is not the intent of this Policy to exclude from a lot or the single-family residential 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.

Spring Shadows Civic Association, a Texas non-profit corporation

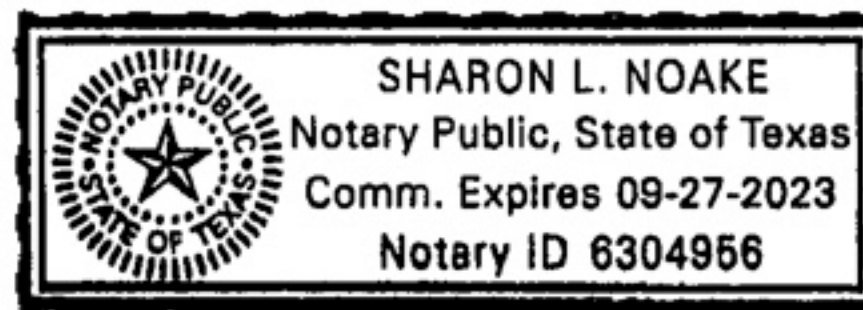
By: 
As Secretary of the Association

Name Printed: Alexis Loving

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 18th day of JULY,
2022, personally appeared Alexis LOVING as Secretary of Spring
Shadows Civic Association, 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.

Sharon L. Noake
Notary Public in and for the State of Texas



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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision 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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS