

ADDITIONAL DEDICATORY INSTRUMENT
for
COMMUNITY IMPROVEMENT ASSOCIATION OF LAKE CONROE HILLS, INC.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Madison M. Moody, who, being by me first duly sworn, states on oath the following:

“My name is Madison M. Moody, 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:

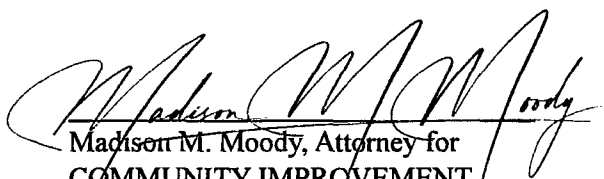
I am the attorney for the COMMUNITY IMPROVEMENT ASSOCIATION OF LAKE CONROE HILLS, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original, official documents from the Association’s files, which are kept in the normal course of business, by the custodian of records:

1. Leasing Policy

I hereby certify that the information set forth in this Additional Dedicatory Instrument is true and correct.”

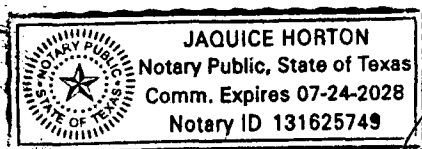
DATED this 13th day of March, 2025.

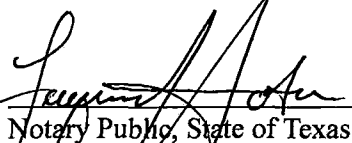
**COMMUNITY IMPROVEMENT
ASSOCIATION OF LAKE CONROE
HILLS, INC.**


Madison M. Moody, Attorney for
COMMUNITY IMPROVEMENT
ASSOCIATION OF LAKE CONROE HILLS,
INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 13th day of March, 2025, by the said Madison M. Moody, Attorney for the COMMUNITY IMPROVEMENT ASSOCIATION OF LAKE CONROE HILLS, INC., a Texas non-profit corporation, on behalf of said corporation.




Notary Public, State of Texas

ADDITIONAL DEDICATORY INSTRUMENT
for
COMMUNITY IMPROVEMENT ASSOCIATION OF LAKE CONROE HILLS, INC.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

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“My name is Madison M. Moody, 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 for the COMMUNITY IMPROVEMENT ASSOCIATION OF LAKE CONROE HILLS, INC. 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, which are kept in the normal course of business, by the custodian of records:

1. Leasing Policy

I hereby certify that the information set forth in this Additional Dedicatory Instrument is true and correct.”

DATED this 13th day of March, 2025.

**COMMUNITY IMPROVEMENT
ASSOCIATION OF LAKE CONROE
HILLS, INC.**


Madison M. Moody, Attorney for
COMMUNITY IMPROVEMENT
ASSOCIATION OF LAKE CONROE HILLS,
INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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Notary Public, State of Texas

LEASING POLICY
for
COMMUNITY IMPROVEMENT ASSOCIATION OF LAKE CONROE HILLS, INC.

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, SEANNA SHULTON, President of Community Improvement Association of Lake Conroe Hills, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 9 day of JANUARY, 2024 with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Leasing Policy ("**Policy**") was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Policy is that property restricted by the Restrictions for Lake Conroe Hills, Section One recorded in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk's File No. D139793, 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.
2. Section 204.010 (a) (6) of the Texas Property Code provides that the Board may regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision.
3. The Board desires to adopt rules regarding the leasing of a residence, a process to regulate leasing, and rules to prohibit short-term leasing in the subdivision.
5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

LEASING POLICY

I. RENTING OR LEASING

(a) Definitions

- i. "Tenant" shall mean a person who is authorized by a Lease to occupy a Lot and/or Single Family Residence to the exclusion of others.

- ii. "Lease" means any agreement between an Owner and Tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot and/or Single Family Residence for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

(b) Renting or Leasing

- i. A Lot and/or Single Family Residence may only be leased for single-family residential purposes ("Single-Family Residential Purposes") only. A Lease for a Single-Family Residential Purpose does not include a Lease to Tenants temporarily or where the Tenants do not intend to make the Lot and/or Single Family Residence their permanent home.
- ii. Single-Family Residential Purpose does not include a Lease of a Lot and/or Single Family Residence for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including the advertising of such through use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," which uses are expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot and/or Single Family Residence constitutes a violation of this subsection.
- iii. Single-Family Residential Purpose does include a Lease of a Lot and/or Single Family Residence for use as permanent housing.

(c) **Term of Lease.** A Lease shall not permit rental of the Lot and/or Single Family Residence for any period less than one (1) year or three-hundred (365) consecutive and guaranteed days.

(d) **Single Family Residence.** Any Lot and/or Single Family Residence that is leased shall be leased only in its entirety; separate beds, rooms, floors, or other areas and structures, including but not limited to a garage, outbuilding, accessory building, or other similar structure, within a Lot and/or Single Family Residence may not be separately leased. Subleasing is prohibited.

(e) **Criminal Background Check.** An Owner shall have the sole and absolute responsibility to conduct a criminal background check on the Tenant and any occupants aged eighteen (18) or older who

intend to reside in the Single Family Residence under a Lease within forty-eight (48) hours prior to the commencement, renewal or month-to-month extension of a Lease. An Owner shall perform a background check on each Tenant and occupant utilizing the name, date of birth, and social security number of the individual(s). The Board, in its sole discretion, may request production of the criminal background check at any time.

- (f) **Tenant Information Sheet.** All Leases shall be written; no oral Leases shall be permitted. The Board shall have the authority to request a copy of the Lease at any time. Within ten (10) days of entering into a Lease, Owners shall complete a "Tenant Information Form" providing information about the tenants. The "Tenant Information Form" is available on the Association's website.
- (g) **Tenants Bound.** All provisions of the Dedicatory Instruments (as same is defined in the Texas Property Code) applicable to the Property and Owners, shall also apply to all Tenants, which shall include the single family occupying the Lot and/or Single Family Residence, their guests and invitees. Every Owner shall cause all Tenants to comply with the Dedicatory Instruments, and every Owner shall be responsible for all violations, losses, or damages caused by a Tenant, notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.
- (h) **Exception.** Lots and/or Single Family Residences occupied by an immediate family member of the Owner shall be excluded from application of this section. Immediate family members are parents, siblings, or children of an Owner.
- (i) **Enforcement.** Any Lease of a Lot not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the Association. The Board may enforce this Policy in accordance with any and all remedies available at law or in equity. These remedies are not exclusive. The Board may also demand that the tenant be evicted, the Lease terminated, and/or assess fines in accordance with the Association's Fine Policy.

CERTIFICATION

I hereby certify that I am the duly elected, qualified and acting President of the Association and that this Leasing 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 Montgomery County, Texas.

TO CERTIFY which witness my hand this the 9 day of January, 2024⁵

**COMMUNITY IMPROVEMENT ASSOCIATION
OF LAKE CONROE HILLS, INC.**

By: *S. Edward Shelton*

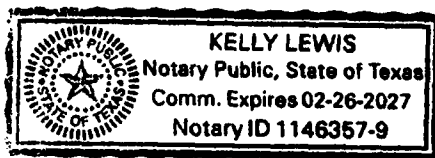
Printed: *S. EDWARD SHELTON*

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this 9 day of January, 2024⁵ personally appeared *S. Edward Shelton*, President of Community Improvement Association of Lake Conroe Hills, Inc., 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.

Kelly Lewis
Notary Public in and for the State of Texas



E-FILED FOR RECORD

03/14/2025 08:24AM



L. Brandon Steinmann

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.

03/14/2025



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas