

**ELEVENTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS FOR
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Atascocita Community Improvement Association, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the "Notice of Dedicatory Instruments for Atascocita Community Improvement Association" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 3, 2000 under Clerk's File No. U153832, the "First Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "First Supplemental Notice"), recorded in the Official Public Records of Real Property of Harris County, Texas on January 6, 2006 under Clerk's File No. Z012914, the "Second Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 9, 2011 under Clerk's File No. 20110331747, the "Third Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 6, 2012 under Clerk's File No. 20120009036, the "Fourth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 20, 2012 under Clerk's File No. 20120028618, the "Fifth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on July 17, 2012 under Clerk's File No. 20120318522, the "Sixth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 10, 2019 under Clerk's File No. RP-2019-12264, the "Seventh Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Seventh Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on February 15, 2019 under Clerk's File No. RP-2019-62887, the "Eighth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Eighth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on September 2, 2020 under Clerk's File No. RP-2020-411617, the "Ninth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Ninth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 27, 2021 under Clerk's File No. RP-2021-490844, and the "Tenth Supplemental Notice of Dedicatory Instruments for Atascocita Community Improvement Association" (the "Tenth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on December 9, 2021 under Clerk's File No. RP-2021-703931, which instruments were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

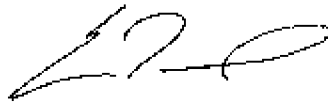
Additional Dedicatory Instrument. In addition to the Dedicatory Instruments identified in the Notice and all previously recorded Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:

RP-2023-191954

- **Leasing and Occupancy Policy for Atascocita Community Improvement Association.**

This Eleventh 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 Eleventh Supplemental Notice is true and correct and the document attached to this Eleventh Supplemental Notice is a true and correct copy of the original.

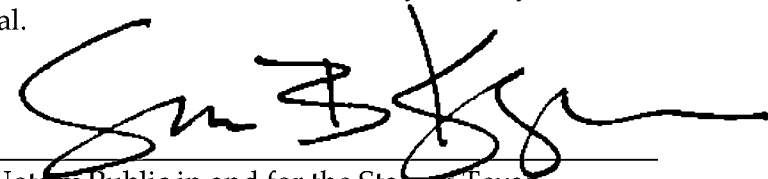
**ATASCOCITA COMMUNITY
IMPROVEMENT ASSOCIATION**

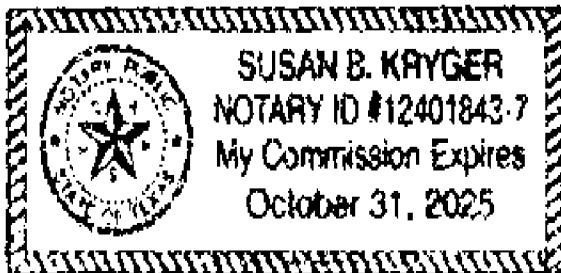
By: 
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Atascocita Community Improvement 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 25th day of May, 2023, to certify which witness my hand and official seal.


Notary Public in and for the State of Texas



RP-2023-191954

LEASING AND OCCUPANCY POLICY
for
ATASCOCITA COMMUNITY IMPROVEMENT ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Charles Weiss, President of Atascocita Community Improvement Association, (the "**Association**"), do hereby certify that at a meeting of the Board of Trustees of the Association (the "**Board**") duly called and held on the 24 day of May, 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 Occupancy Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Leasing and Occupancy Policy is that property restricted by the restrictive covenant documents referred to in the Association's current Management Certificate filed of record in the Official Public Records of Real Property of Harris County, Texas for each subdivision under the jurisdiction of the Association, 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. Texas Property Code Section 204.010(a)(6) (the "**Code**") provides that a property owners' association, acting through its Board may regulate "the use, maintenance, repair, replacement, modification and appearance of the subdivision."

3. Pursuant to the Code, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Lots located within Atascocita.

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt this Policy, which will be binding on all Owners and Tenants within Atascocita. This Policy replaces any previously recorded or implemented policy relating to leasing and occupancy in Atascocita.

Leasing and Occupancy Policy for Atascocita Community Improvement Association

LEASING AND OCCUPANCY POLICY

1. Definitions

- a. "Lot" means Lot as defined in the Declaration and any improvement existing on a Lot.
- b. "Tenant" means a person(s) who is authorized by a Lease to occupy a Lot or any portion of a Lot. Tenant includes any person(s) who occupies a Lot whether or not the person's name is on the Lease.
- c. "Lease" means any agreement between a Lot Owner and a Tenant(s) that establishes the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot.

All other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

2. Rules and Regulations

- a. No Lot may be leased for transient or hotel purposes. For purposes of this Policy, a Lease of a Lot for less than twelve (12) months is deemed to be the use of the Lot for transient or hotel purposes. The Lease of a Lot 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 through the use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," is expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot constitutes a violation of this subsection.
- b. Each Lease must be for a term of at least twelve (12) months. A new Lease for a term of at least twelve (12) months is required upon the expiration of a Lease. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of twelve (12) months or longer shall be permitted when the Lease is with the same Tenant.

Any Lease (with a lease term that is less than 12 months) that exists as of the date this Policy is recorded in the Harris County Real Property Records will be grandfathered for the duration of the remainder of the current lease term. Once the lease term expires, the Owner shall be required to comply with the twelve (12) month minimum lease term set forth above.

- c. Only the entire Lot may be leased. The Lease of a room(s) or any other portion of a Lot is prohibited.

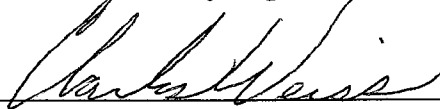
- d. Each Tenant is bound by and subject to all of the obligations under the Declaration, Bylaws and the rules and regulations of the Association and all other properly adopted Association rules, regulations, and policies.
- e. Not more than two (2) persons per bedroom may occupy a residence unless otherwise mandated by law. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- f. No Owner may Lease a Lot to a person who has been convicted of a Felony. No Owner may allow a Tenant to reside at a Lot if the Tenant has been convicted of a Felony. In the event that the Association determines during the term of a Lease that a Tenant has been convicted of a Felony (whether or not the Felony conviction occurred before or after the Tenant occupied the Lot under the Lease), the Association will notify the Owner in writing; the Owner must act within fourteen (14) days of the date of the notice to: (i) terminate the lease so that the Tenant no longer resides at the Lot upon the expiration of the fourteen (14) day period; or (ii) begin and diligently continue the eviction process to have the Tenant evicted from the Lot. The Association will consider a "notice to vacate" letter as beginning the eviction process. The Association will consider the filing of a forcible entry and detainer lawsuit (i.e., an eviction lawsuit) within twenty (20) days of the date the notice to vacate letter was sent and pursuing the lawsuit through trial as continuing the eviction process.
- g. **It is the Owner's responsibility to confirm that a Tenant has not been convicted of a Felony.**
- h. The Association may, but is not obligated to, perform a criminal background check(s) on any prospective Tenant eighteen (18) years of age or older using a service(s) of the Association's choice. For each prospective tenant that is (18) years of age or older, the Owner and/or Tenant must provide the Tenant's legal name and date of birth to the Association to perform this background check. In the event that the Association performs a background check(s), the Owner is responsible for paying the actual cost of each background check(s) plus an administrative fee of \$25.00 for each search to the Association before a Tenant occupies a Lot.
- i. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.
- j. The Association may, but is not obligated to, require copies of the signed Lease and the Tenant Questionnaire to be provided to the Association at least ten (10) days before a Tenant occupies a Lot. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.

- k. The Association may, but is not obligated to, require an Owner to provide to the Association contact information, including the name, mailing address, phone number and e-mail address, of each person who will reside at the leased property, along with the commencement date and term of the lease.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Leasing and Occupancy Policy was approved by a majority vote of the Board of Trustees 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 Harris County, Texas.

TO CERTIFY which witness my hand this the 24th day of May, 2023.

Atascocita Community Improvement Association

By: 

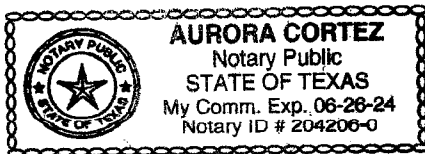
Printed: CHARLES WEISS
PRESIDENT

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 24th day of May, 2023, personally appeared Charles Weiss, President of Atascocita Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



Leasing and Occupancy Policy for Atascocita Community Improvement Association

RP-2023-191954
Pages 7
05/25/2023 11:52 AM
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

RP-2023-191954