

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
HIGHLAND KNOLLS COMMUNITY ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Highland Knolls Community Association, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the instruments entitled "Instrument to Record Dedicatory Instruments", "Certification", "Certification", "Supplemental Notice of Dedicatory Instruments for Highland Knolls Community Association", "Supplemental Notice of Dedicatory Instruments for Highland Knolls Community Association", "Supplemental Notice of Dedicatory Instruments for Highland Knolls Community Association" and "Supplemental Notice of Dedicatory Instruments for Highland Knolls Community Association" recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. U149856, 20090064642, 20120002502, 20130570911, RP-2017-16674, RP-2019-155782 and RP-2021-629940 (the "Notice") was filed of 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, the following document is a Dedicatory Instrument governing the Association.

- **Leasing and Short-Term Rental Policy for Highland Knolls Community 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.

Executed on this 21st day of January, 2022.

**HIGHLAND KNOLLS COMMUNITY
ASSOCIATION**

By: _____

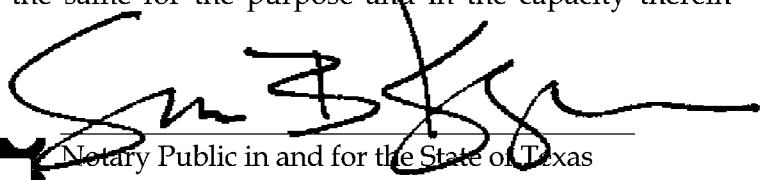


Cliff Davis, authorized representative

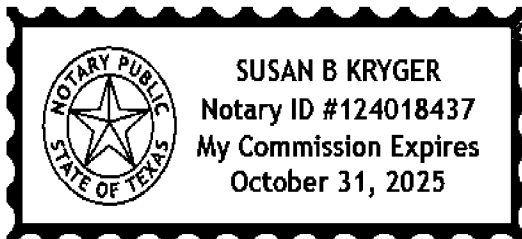
RP-2022-38557

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 21st day of January, 2022 personally appeared Cliff Davis, authorized representative of Highland Knolls Community 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-2022-38557

LEASING AND SHORT-TERM RENTAL POLICY
for
HIGHLAND KNOLLS COMMUNITY ASSOCIATION

STATE OF TEXAS

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COUNTY OF HARRIS

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I, Jarrood Turley, Secretary of Highland Knolls Community 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 12th day of January, 2021, 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 properties encumbered by this Leasing and Short Term Rental Policy ("Policy") are the subdivisions under the jurisdiction of the Highland Knolls Community Improvement ("Association") as listed below, which properties are restricted by the various "Restrictions" documents filed in the Official Public Records of Real Property of Harris County, Texas (the "Real Property Records") and referenced in the Association's Property Owners' Association Management Certificate, which is also filed in the Real Property Records, and any other property which may subsequently be annexed thereto and made subject to the authority of the Association. The applicable Restriction documents referred to above are collectively referred to as the "Declaration" in this Policy.
 - a. Oak Park Trails, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 360019 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - b. Oak Park Trails, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 360020 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
 - c. Oak Park Trails, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code

RP-2022-38557

No. 403062 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

- d. Oak Park Trails, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 401083 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- e. Oak Park Trails, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 418032 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- f. Oak Park Trails, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 419065 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- g. Oak Park Trails, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 418035 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- h. Oak Park Trails, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 421083 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- i. Oak Park Trails, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 523291 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- j. Oak Park Trails, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 487147 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- k. Oak Park Trails, Section Eleven (11), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 542-33 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- l. Memorial Parkway, Section Fifteen (15), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 322, Page 132 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

m. Memorial Parkway, Section Seventeen (17), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 349140 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

n. Memorial Parkway, Section Eighteen (18), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 352029 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any..

2. Texas Property Code Section 204.010(a)(6) gives the Association, acting through its Board, the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of the properties under the jurisdiction of the Association.
3. 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 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 lot and/or the single-family dwelling on a lot may be leased for residential purposes only and a lot shall not be used for a business purpose of any kind (*See* Declaration Art. IV, Sec. 6.1).
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 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 lease a room, pool, 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.
7. 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.
8. 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).
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 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 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.
11. Rental of a pool or other recreational feature, when such rental is not coupled with a lease of the entire lot that satisfies the requirements of this Policy, is a business use of the lot in violation of this Policy and the Declaration and such use is prohibited.
12. 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 ninety (90) consecutive days is allowed.

13. 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 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.
14. 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.
15. 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.

HIGHLAND KNOLLS COMMUNITY ASSOCIATION

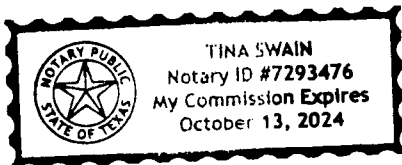
By: _____
As Secretary of the Association

Name Printed: Jarrod Turley

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned notary public, on this 21ST day of JANUARY
2021, personally appeared JARROD TURLEY, as Secretary of Highland
Knolls Community 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.



Tina Swain
Notary Public in and for the State of Texas

RP-2022-38557

RP-2022-38557
Pages 8
01/21/2022 12:36 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

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-2022-38557