

**ADDITIONAL DEDICATORY INSTRUMENT**  
**For**  
**CLEAR LAKE CITY COMMUNITY ASSOCIATION**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Margaret R. Maddox who, being by me first duly sworn, states on oath the following:

My name is Margaret R. Maddox 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/Agent for **CLEAR LAKE CITY COMMUNITY ASSOCIATION**. 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:

**RENTAL AND LEASING POLICY**

**for**

**CLEAR LAKE CITY COMMUNITY ASSOCIATION**  
**A TEXAS NON-PROFIT CORPORATION**

DATED this 19<sup>th</sup> day of December, 2019.

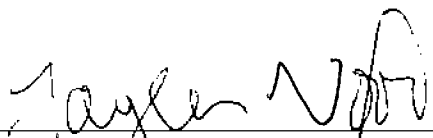
**CLEAR LAKE CITY COMMUNITY ASSOCIATION**

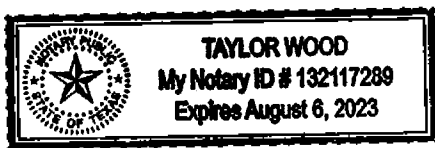
BY: Margaret R. Maddox  
Margaret R. Maddox, Attorney/Agent  
(Printed Name)

RP-2019-560988

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

THIS INSTRUMENT was **acknowledged** before me on this the 19<sup>th</sup> day of December, 2019 by the said Margaret R. Maddox, Attorney/Agent for **CLEAR LAKE CITY COMMUNITY ASSOCIATION.**, a Texas non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



After Recording Return To:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, Texas 77058  
ATTN: MRM

RP-2019-560988

## RENTAL AND LEASING POLICY

### CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.

WHEREAS, the Board of Directors of Clear Lake City Community Association, Inc. (the "Association") desires to adopt the following policy in regard to rentals per Texas Property Code Section 209.016(c) which allows Property Owners Associations to request copies of lease agreements (not lease applications or rental applications) with sensitive information redacted. This policy shall supersede the Rental and Leasing Policy filed on December 9, 2019, at Clerk's File No. RP-2019-540532 on Pages 27-29.

NOW THEREFORE, BE IT RESOLVED THAT the following Rental and Leasing Policy is hereby adopted:

## RENTAL AND LEASING POLICY

- I. **Definitions for Purposes of this Policy:**
- a. "Renter" or "Tenant" may be used interchangeably and shall mean any person or persons who may occupy a residence under contract for the purpose of occupying the premises as a residence regardless of the term of contract. Renters shall be subject to "Single Family" definition.
  - b. "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. Leasing includes, but is not limited to, short-term or vacation rentals, temporary housing, transient housing, or retreat lodging.
  - c. "Landlord" or "Owner" may be used interchangeably and shall mean an owner with title to a residence who rents or leases his or her property. This same term may also apply to an owner's relative living in the home who leases the property.
  - d. "Residence", "Property", "Properties" or "Premises" may be used interchangeably and shall mean the single-family residence or lot which is being rented.
  - e. "Governing Documents" shall collectively mean the Association's Declarations, By-Laws, Rules and Regulations, ACC Guidelines, Board Policies, etc.
  - f. "Single-Family" shall mean a husband and wife, two parents/partners, or an individual, with or without children or grandchildren (natural, adopted, or foster), Mother and/or Father, Mother-in-law and/or Father-in-law or the Legal Guardians of such children, etc.
- II. **Terms and Conditions.**
- a. **Written Lease.** All leases for any property are preferred to be in writing and shall provide that:
    - i. such lease is specifically subject to the provisions of the Association's Governing Documents;
    - ii. any failure of the Tenant to comply with the terms of the Governing Documents may be deemed to be a default under such lease;

- iii. Tenant should use the Premises solely as a personal residence for single-family purposes only;
- iv. the Premises should be occupied only by members of the Tenant's immediate family and others whose names are specified in the Lease Agreement. The Lease must be signed by all adult occupants of the premises.
- v. Tenant acknowledges receipt of a copy of or on-line access to the Governing Documents from Landlord (which Landlord is required to provide per Section II(d) below) and agrees to abide by all such documents.

- b. Subleases and Assignments. It is preferred but not required that the Property not be subleased nor the lease assigned during the lease term.
- c. Single Family Purpose Rentals Only. Per the Association's governing documents, the property is to be used for single family purposes only.
- d. Copy of Association Documents to Tenant: The Landlord should provide the Tenant with copies of the Declarations and all other Governing Documents and rules & regulations prior to the Tenant occupying the premises.
- e. Copy of Lease to Association. Each Owner is required to provide a copy of the lease to the Association as follows: No less than two (2) weeks prior to the Tenant occupying the premises, and no less than two (2) weeks prior to any renewal or extension of the lease agreement, the Landlord must provide the Association with a signed copy of the lease agreement (NOT the lease application) WITH SENSITIVE INFORMATION REDACTED and any applicable addendums thereto.
- f. Notice to Association. Within 10 days of a lease being signed, Landlord unit shall notify the Association of the lease and provide any additional information the Association or Board may reasonably require. The Landlord must provide his/her current physical address (no P.O. Boxes) and telephone number to the Association in writing. It is the responsibility of the Landlord to keep such contact information current in the Association's records.

III. **Violations.**

- a. The Owner (Landlord) is responsible for ensuring compliance with all Association's Governing Documents.
- b. In the event of a violation by Tenant, the Association will send notice to both the Landlord and the Tenant.
- c. If a Tenant fails to correct a violation of the Governing Documents, the Owner (Landlord) shall be held responsible for any costs incurred in the enforcement of any violation.

IV. Additional Rules.

The Association shall have the right to enforce all Governing Documents, and any additional Rules and Regulations, against the Owner and the Tenants, individually and collectively. This Policy, all Governing Documents, and any additional Rules and Regulations shall apply to the leased property whether or not the Owner gives notice to the Tenant of such.

Adopted this 18<sup>th</sup> day of December, 2019, by the Board of Directors of the Association.

**CLEAR LAKE CITY COMMUNITY ASSOCIATION, INC.**

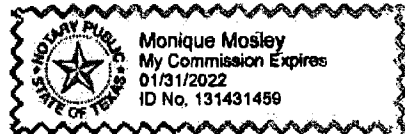
*Leslie Eaton*  
Signature of Secretary

Print Name: LESLIE EATON

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

THIS INSTRUMENT was acknowledged before me on this the 18<sup>th</sup> day of December, 2019, by Leslie Eaton, Secretary of Clear Lake City Community Association, Inc. a Texas non-profit corporation, on behalf of said corporation.

*M. Mosley*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



After recording, please return to:  
Daughtry & Farine, P.C.  
17044 El Camino Real  
Houston, Texas 77058  
281-480-6888

RP-2019-560988

RP-2019-560988  
# Pages 6  
12/19/2019 02:06 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$32.00

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.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-560988