

CERTIFICATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an agent for Stonehenge III Association, Inc. a Texas non-profit corporation;
- (2) An instrument titled: **“STONEHENGE III ASSOCIATION, INC. REGULATIONS REGARDING LEASING”**, is attached hereto;
- (3) The property affected by the said Instrument is described as, to wit:

Stonehenge Section III, Subdivision, an addition in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Volume 269, Page 129, respectively, along with any amendments, replats and extensions thereto, and any additional property brought into the jurisdiction of the Stonehenge III Association, Inc. now and in the future.

(4) The attached Instrument is a true and correct copy of the original, the information within which I know to be true, correct, and accurate, to the best of my knowledge and understanding.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 20th day of April, 2020.



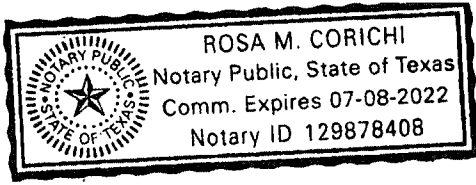
David Keenan Berk
Agent for Stonehenge III Association, Inc.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David Keenan Berk, known by me to be the person whose name is subscribed to the foregoing document, and being by me first duly sworn, declared that he is the person who signed the foregoing document in and that the statements contained therein are true and correct.

RP-2020-167989

SWORN AND SUBSCRIBED TO BEFORE ME, on April 20th, 2020.



Rosa M. Corichi

Notary Public, Texas

After recording return to:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Suite 350
Houston, Texas 77024

RP-2020-167989

STONEHENGE III ASSOCIATION, INC.
REGULATIONS REGARDING LEASING

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Stonehenge III Association, Inc. (the “Association”), a Texas nonprofit corporation, is the governing entity for Stonehenge Section III, Subdivision, an addition in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Volume 269, Page 129, respectively, along with any amendments, replats and extensions thereto (the “Subdivision”); and

WHEREAS, the Subdivision is governed by the Declaration of Covenants, Conditions and Restrictions for Stonehenge Section III, recorded in the Real Property Records of Harris County, Texas, under Clerk’s File No. F862091, along with any amendments and supplements thereto (the “Declaration”); and

WHEREAS, pursuant to Texas Property Code, Section 204.010(a)(6), the Association, through its Board of Directors, is authorized to regulate the use of the Subdivision; and

WHEREAS, the Association deems it necessary to preserve the use of the Subdivision for single family residential purposes only, deems short term rental leases and leasing less than the entire Lot at a time, to be inconsistent with single family use and residential use, deems such uses as activities which may become an annoyance or nuisance to the Subdivision, and deems it necessary to advise owners in advance that such practices are prohibited within the Subdivision and violate the Declaration; and

WHEREAS, the Association deems it necessary to regulate certain aspects of using the Subdivision for leasing purposes, and to be able to contact tenants and offsite owners in order to provide necessary services, obtain access, enforce the Declaration and otherwise meet its duties and obligations of governance under the Declaration; and

WHEREAS, the Association deems that these rules and regulations: bear a substantial relationship to the safety, health, happiness and enjoyment of the Owners, are in furtherance of providing for the congenial occupation of the Lots, promote the cooperative aspects of ownership and the value of the Lots, and facilitate the administration of the Subdivision as a first class, safe, healthy, happy, quiet and restful residential community; and

WHEREAS, this Dedicatory Instrument consist of Restrictive Covenants as defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants; and

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the Certification hereto, the Association, through its board of directors, hereby adopts, establishes and imposes on the Subdivision, the following Rules and Regulations:

RP-2020-167989

- 1.) **Short Term Lease, means leasing a Lot within the Subdivision for a term of less than ninety (90) days. Short Term Leases are prohibited in the Subdivision.**
- 2.) **No Lot shall be leased, or sub-leased, for a period of less than ninety (90) consecutive days at a time.** Leases with a term of less than ninety (90) days and are too temporary a use to be considered residential in nature; additional factors establishing a residential purpose will be considered by the board in enforcing this provision.
- 3.) **No Lot shall be leased unless the lease is for the entire Lot.** Leasing individual rooms or areas in the same Lot to different tenants is prohibited as not being a single family use.
- 4.) **No Lot shall be advertised on Airbnb.com or a similar site or advertisement source for a Short Term Lease.** In any event, leasing advertisements for any Lot shall specifically state that the lease must be for a minimum term of ninety (90) days.
- 5.) **Any owner who leases their Lot must provide the following information to the Association:**
 - a) The Lot owner's offsite mailing address, and contact information including phone number and email address.
 - b) The names and contact information, including phone number, and email address, of the tenants who will reside at the Lot being leased.
 - c) The number of residents, including all adults, children and dependents, who are authorized to reside in the Lot under the terms of the lease.
- 6.) **For any owner who leases their Lot the lease must be in writing and must specify the following:**
 - a) The tenant agrees to use the Lot solely for the purpose as a single family residence.
 - b) The Lot may be occupied only by members of the tenant's immediate family and others whose names are specified in the lease agreement.
 - c) Neither the tenant, nor the Owner, may sublet or assign the leased Lot or any portion of the leased Lot.
 - d) Tenant specifically agrees to comply with the Declaration, Bylaws, Rules and Regulations, and all other Governing Documents of the Association.
- 7.) **Any owner who leases their Lot must provide a copy of the Declaration, and other Governing Documents to their tenant.**
- 8.) **Any owner who leases their Lot must provide a copy of the lease agreement to the Association.** Sensitive personal information, including financial information, social security numbers, and drivers license numbers do not have to be provided. The lease information must be submitted to the Association within 2 weeks of occupancy of the Lot by tenant, or within 2 weeks of the effective date of any renewal or extension of the lease.

9.) **All tenant communication shall only be directed to the Association through the landlord/Owner of the Lot.** A written assignment of such rights may be provided to the tenant or a personal representative, by the record Owner.

10.) Owners are responsible for ensuring that their family, tenants, guests, and invitees comply with the Declaration, the Rules and Regulations and all other Dedicatory Instruments of the Association. The failure of a family member, tenant, guest, or invitee to comply will result in enforcement action against the Owner of the Lot associated with the family member, tenant, guest, or invitee.

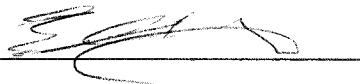
11.) Violation notices may be sent to both the Owner of the Lot as well as the tenant in order to obtain compliance.

12.) To enforce the provisions of this instrument, the Association shall have the right to undertake any action authorized by the Declaration and/or applicable law, including, but not limited to imposing a fine of up to \$50.00 per day as provided by the Declaration, and initiating legal action, the costs of which actions shall be sought against the lot Owner.

RP-2020-167989

CERTIFICATION

“I, the undersigned, being a Director and President of the Association, hereby certify that the foregoing resolution was approved by at least a majority of the Association Board of Directors, at a duly called open Board meeting, properly noticed to members, at which a quorum of the Board was present.”

By: , President Print Name: Ed Terry

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and being by me first duly sworn, declared that they are the person who signed the foregoing document in their representative capacity, on behalf of the Association and that the statements contained therein are true and correct.

Given under my hand and seal of office this the ____ day of _____, 2020.

Notary Public, State of Texas

Prepared and E-recorded by:
HOLT & YOUNG, P.C.
9821 Katy Freeway, Ste. 350
Houston, Texas 77024

RP-2020-167989

RP-2020-167989
Pages 7
04/20/2020 04:11 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-167989