

THIRD SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
FOSTERS MILL VILLAGE COMMUNITY ASSOCIATION

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THE STATE OF TEXAS      §  
  §  
COUNTY OF HARRIS      §

The undersigned, being the authorized representative of Fosters Mill Village Community Association (the “**Association**”), a property owners’ association as defined in Section 202.001 of the Texas Property Code, hereby supplements the “Notice of Dedicatory Instruments for Fosters Mill Village Community Association”, “First Supplemental Notice of Dedicatory Instruments for Fosters Mill Village Community Association” and “Second Supplemental Notice of Dedicatory Instruments for Fosters Mill Village Community Association” recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk’s File Nos. 20120042031, 20140031076 and RP-2022-64474 (“**Notice**”), which Notice was filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.


Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

- **Leasing and Occupancy Policy for Fosters Mill Village Community Association.**

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 2<sup>nd</sup> day of February, 2023.

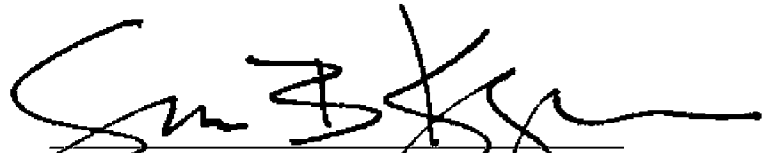
FOSTERS MILL VILLAGE COMMUNITY ASSOCIATION

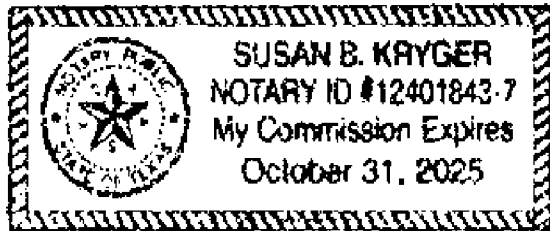
By:   
\_\_\_\_\_  
Cliff Davis, authorized representative

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

BEFORE ME, the undersigned notary public, on this day personally appeared Cliff Davis, authorized representative of Fosters Mill Village 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.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 2<sup>nd</sup> day of February, 2023, to certify which witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



RP-2023-37010

LEASING AND OCCUPANCY POLICY  
*for*  
FOSTERS MILL VILLAGE COMMUNITY ASSOCIATION

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STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

I, Diana Broussard Secretary of Fosters Mill Village Community Association, (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 4th day of January, 2022, with at least a quorum of the Board members being present and remaining ~~throughout~~ <sup>23</sup> 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) 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 Texas Property Code Section 204.010(a)(6), the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of lots located within Fosters Mill Village.

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

RP-2023-37010

## LEASING AND OCCUPANCY POLICY

### 1. Definitions

- a. "Lot" means a lot as referenced 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 Lotowner 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 six (6) months is deemed to be the use of the Lot for transient or hotel purposes.
- b. Each Lease must be for a term of at least six (6) months. A new Lease for a term of at least six (6) 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 six (6) months or longer shall be permitted when the month-to-month Lease is with the same Tenant(s). However, the Board, in its sole discretion, shall have the authority to approve a lease term for less than six (6) months on a case-by-case basis for requests, including but not limited to, hardships and lease back scenarios relating to the sale of a Lot.
- 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 Lot owner may Lease a Lot to a person who has been convicted of a Felony. No Lot 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 Lot owner in writing; the Lot 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 (aka 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 Lot 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 Lot 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 Lot 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 a Lot 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 Secretary of the Association and that the foregoing Leasing and Occupancy 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 Harris County, Texas.

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*Leasing and Occupancy Policy for Fosters Mill Village Community Association*

RP-2023-37010

TO CERTIFY which witness my hand this the 4<sup>th</sup> day of January, 202~~2~~<sup>3</sup>

Fosters Mill Village Community Association

By: Diana Broussard

Printed: Diana Broussard

Its: Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned notary public, on this 4 day of January, 202~~2~~<sup>3</sup>, personally appeared Diana Broussard, Secretary of Fosters Mill Village Community 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.

Ethel F McCormick  
Notary Public in and for the State of Texas



RP-2023-37010

RP-2023-37010  
# Pages 7  
02/02/2023 02:02 PM  
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-2023-37010