

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
NOTTINGHAM COUNTRY FUND, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Nottingham Country Fund, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for Nottingham Country Fund, Inc.", "Supplemental Notice of Dedicatory Instruments for Nottingham Country Fund, Inc.", "Supplemental Notice of Dedicatory Instruments for Nottingham Country Fund, Inc.", "Supplemental Notice of Dedicatory Instruments for Nottingham Country Fund, Inc." and "Supplemental Notice of Dedicatory Instruments for Nottingham Country Fund, Inc." recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. U350987, 20120130426, 20130183716, RP-2021-712090 and RP-2022-242947 (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 Nottingham Country Fund, Inc.**

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.

Executed on this 5th day of March, 2025.

NOTTINGHAM COUNTRY FUND, INC.

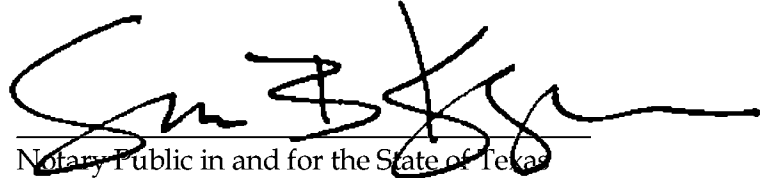
By:



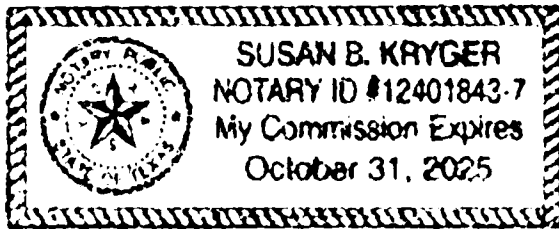
Cliff Davis, authorized representative

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 5th day of March, 2025 personally appeared Cliff Davis, authorized representative of Nottingham Country Fund, Inc., 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



LEASING AND SHORT-TERM RENTAL POLICY
for
NOTTINGHAM COUNTRY FUND, INC.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Matthew Hooper, President of Nottingham Country Fund, Inc. ("Association"), certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") duly called on the 8 day of October, 2024, 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. Texas Property Code Section 204.010(a)(6) gives the Nottingham Country Fund, Inc. ("Association"), acting through its Board of Directors ("Board"), the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of the properties under the jurisdiction of the Association.
2. 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 is binding on all owners under the jurisdiction of the Association.

LEASING AND SHORT-TERM RENTAL POLICY

1. Definitions

- (a) Association. "Association" as used in this Leasing and Short-Term Rental Policy ("Policy") shall mean the Nottingham Country Fund, Inc.
- (b) Lease. "Lease" as used in this Policy shall mean any type of agreement or arrangement, whether a written agreement or an oral agreement, which provides for or allows a person(s) [including a person(s) related to the owner] or entity(s) other than the owner of the lot the right to possess and use a lot and the single family residential dwelling on a lot.

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(c) Lot. "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.

(d) Owner. "Owner" as used in this Policy shall mean the record owner(s) of any lot under the jurisdiction of the Association.

2. A lot and/or the single family residential dwelling on a lot may be leased for single family residential purposes only.
3. A lease must be for a term of not less than thirty (30) consecutive days. A lease for a term of less than thirty (30) consecutive days is prohibited. Upon the end of a lease term of at least thirty (30) consecutive days, a new lease for a period of at thirty (30) 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 residential dwelling on the lot for the entire term of the lease.
5. The Association's Board of Directors does not have the authority to and will not approve or disapprove any lease.
6. An owner shall not lease a room or any portion less than the entire lot and the entire single family residential dwelling on the lot. The lessee(s) of a lot is not permitted to sublease the lot or the single family residential dwelling on the lot or any portion thereof.

Notwithstanding this provision or any other language in this Policy, it is not a violation of this Policy for an owner to have not more than person not related to the owner by blood or marriage residing on the lot who may or may not share housing expenses with the owner. The intent of this exception is to allow an owner to have not more than one bona fide "roommate" or "housemate" who is a person known to the owner. The Association's Board of Directors will have the sole and absolute discretion to determine if a person falls within this exception. Any person contemplated by this exclusion is not considered a lessee under this Policy.

7. **All leases must be in writing.** Leasing the lot and/or the single family residential 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 shall only be one lease for a lot (including the single family residential dwelling on the lot) at a time. Upon written demand of the Association, the owner of the lot shall 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 shall 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 record owner of the lot the use of and the right to possess the lot and/or the single family residential dwelling on the lot for less than thirty (30) consecutive days; or (b) a use of the lot that requires 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 residential 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 use of the lot in violation of this Policy and prohibition against the use of the lot for non-single family residential purposes and such use is prohibited.
11. 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 residential dwelling on the lot back to the seller for a period of not more than ninety (90) consecutive days is allowed and shall not be considered a violation of this Policy.
12. It is not the intent of this Policy to exclude from a lot or the single-family residential dwelling on a lot any individual who is authorized to so remain by any state or federal law.
13. 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.
14. This Policy replaces and supersedes any and all previous leasing and/or short-term rental policies adopted by the Association, if any.

NOTTINGHAM COUNTRY FUND, INC.

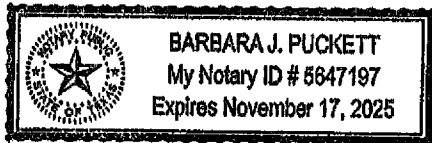
By: Matthew Hooper
As President of the Association

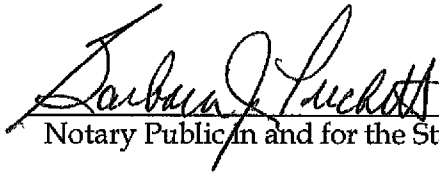
Name Printed: Matthew Hooper

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THE STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 8th day of October,
2024, personally appeared MATTHEW HOOPER, as President
of Nottingham Country Fund, Inc., 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.




Notary Public in and for the State of Texas

RP-2025-78584

RP-2025-78584
Pages 7
03/05/2025 10:55 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$45.00

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-2025-78584