

LEASING AND OCCUPANCY POLICY  
*for*  
VALLEY RANCH HOMEOWNERS ASSOCIATION, INC.

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STATE OF TEXAS                   §  
                                                 §  
COUNTY OF MONTGOMERY   §

I, Tyler Hager, President of Valley Ranch Homeowners Association, Inc. (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 25<sup>th</sup> day of August, 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 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 Declaration of Covenants, Conditions and Restrictions for Valley Ranch Single Family Residential Areas, recorded in the Official Public Records of Real Property of Montgomery County, Texas, under Clerk’s File No. 2006006119, 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) (the “**Code**”) 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 Code, the Board hereby adopts this Policy for the purposes of establishing rules and regulations for the leasing and occupancy of Lots located within Valley Ranch.

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

**LEASING AND OCCUPANCY POLICY**

**1. Definitions**

- a. “**Lot**” means Lot as defined 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 Lot Owner 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, but except as permitted per Rule 2.d., 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. The Lease of a Lot on a month-to-month basis at the end of a Lease of six (6) months or longer is prohibited. A new Lease for a term of at least six (6) months is required upon the expiration of a Lease.
- 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 number of bedrooms in a Lot shall be determined by reference to the Lot floor plans contained in the Declaration. The Board has the sole and absolute discretion to grant a variance from this occupancy provision.
- f. 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.

- g. The Association may promulgate a Tenant Questionnaire that must be completed by each Tenant.
- h. 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 failure to provide this documentation may result in the Tenant not being allowed vehicular access to the subdivision. The Board has the sole and absolute discretion to reduce the time period in which this documentation may be produced to the Association.
- i. The Association may, but is not obligated to, require an 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 President 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 Montgomery County, Texas.

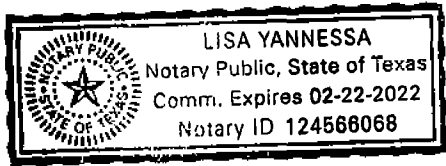
TO CERTIFY which witness my hand this the 25<sup>th</sup> day of August, 2021.

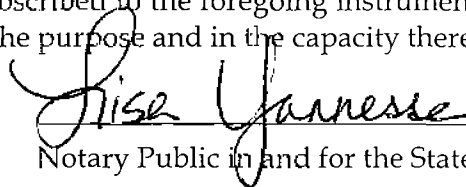
**Valley Ranch Homeowners Association, Inc.**

By:   
Tyler Hager - President

THE STATE OF TEXAS                   §  
                                                         §  
COUNTY OF MONTGOMERY           §

BEFORE ME, the undersigned notary public, on this 25<sup>th</sup> day of August, 2021, personally appeared Tyler Hager, President of Valley Ranch Homeowners Association, Inc., 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.



  
Notary Public in and for the State of Texas

SEVENTH SUPPLEMENTAL  
NOTICE OF DEDICATORY INSTRUMENTS  
FOR  
VALLEY RANCH HOMEOWNERS ASSOCIATION, INC.

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THE STATE OF TEXAS                   §  
                                                         §  
COUNTY OF MONTGOMERY           §

The undersigned, being the authorized representative of Valley Ranch Homeowners Association, Inc., a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." ("Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on June 6, 2008 under Clerk's File No. 2008-056313, the "First Supplemental Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." (the "First Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on October 1, 2008 under Clerk's File No. 2008-096645, "Second Supplemental Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." (the "Second Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on January 11, 2013 under Clerk's File No. 2013003120, "Third Supplemental Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on January 3, 2020 under Clerk's File No. 2020000564, "Fourth Supplemental Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on November 12, 2020 under Clerk's File No. 2020131064, "Fifth Supplemental Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on February 6, 2021 under Clerk's File No. 2021024077 and "Sixth Supplemental Notice of Dedicatory Instruments for Valley Ranch Homeowners Association, Inc." (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Montgomery County, Texas on June 10, 2021 under Clerk's File No. 2021080117, which documents were 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 First Supplemental Notice, the Second Supplemental Notice, the Third Supplemental Notice, Fourth Supplemental Notice, Fifth Supplemental Notice and Sixth Supplemental Notice, the following documents are Dedicatory Instruments governing the Association:

- **Security Measures Policy for Valley Ranch Homeowners Association, Inc.**
- **Bid Solicitation Policy for Valley Ranch Homeowners Association, Inc.**
- **Flag Display Policy for Valley Ranch Homeowners Association, Inc.**
- **Operation of Golf Carts Policy for Valley Ranch Homeowners Association, Inc.**
- **209 Hearing Policy for Valley Ranch Homeowners Association, Inc.**
- **Collection Policy for Valley Ranch Homeowners Association, Inc.**

- Leasing and Occupancy Policy for Valley Ranch Homeowners Association, Inc.
- Certificate of Resolution of Board of Directors of Valley Ranch Homeowners Association, Inc. (Amenity Use Guidance Pursuant to Chapter 148, Texas Civil Practice & Remedies Code).
- Social Media Policy for Valley Ranch Homeowners Association, Inc.
- Display of Religious Items Policy for Valley Ranch Homeowners Association, Inc.
- Swimming Pool Enclosures Policy for Valley Ranch Homeowners Association, Inc.

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Montgomery 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 copies of the Dedicatory Instruments attached to this Supplemental Notice are true and correct copies of the originals.

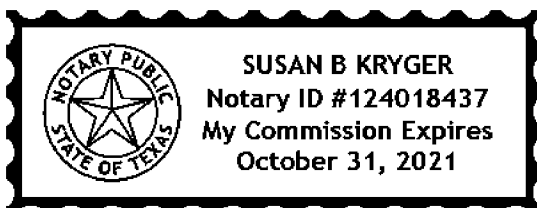
Executed on this 30<sup>th</sup> day of August, 2021.

VALLEY RANCH HOMEOWNERS ASSOCIATION, INC.

By:   
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 30<sup>th</sup> day of August, 2021 personally appeared Eric B. Tonsul, authorized representative of Valley Ranch Homeowners Association, 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

**E-FILED FOR RECORD**

**08/30/2021 09:49AM**



COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number  
sequence on the date and time stamped herein  
by me and was duly e-RECORDED in the Official Public  
Records of Montgomery County, Texas.

**08/30/2021**



County Clerk  
Montgomery County, Texas