

**MEMORIAL CHASE COMMUNITY IMPROVEMENT ASSOCIATION, INC.**  
**NUISANCE, LEASING AND SHORT TERM RENTAL RULES AND REGULATIONS**

THE STATE OF TEXAS           X  
  X        KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS           X

WHEREAS, Memorial Chase Community Improvement Association, Inc. (the "Association") is authorized to administer the Association and provide for the health, safety and welfare of the members and property and specifically for the enforcement of the use restrictions as described in the Declaration of Covenants, Conditions and Restrictions for Memorial Chase, Section Five (5) as filed in the Real Property Records of Harris County, Texas on December 8, 1982 under Clerk's File Number H725873, Declaration of Covenants, Conditions and Restrictions for Memorial Chase, Section Eight (8) as filed in the Real Property Records of Harris County, Texas on April 16, 1985 under Clerk's File Number U979437 and the Annexation Agreement for Memorial Chase Section Six (6) as filed in the Real Property Records of Harris County, Texas on June 14, 1990 under Clerk's File Number M678817 (the "Declaration"); and,

WHEREAS, Article II., Section 1 of the Declaration sets forth said "structure may be occupied by only by a member of the family occupying the main residence on the building site ..and no room in the dwelling shall be let or rented." Additionally, Article II., Section 7 sets forth that, " No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any Lot which may be or shall become and annoyance or nuisance to the neighborhood", and is expressly prohibited; and,

WHEREAS, the Texas Property Code sets forth in Section 204.010 (6) that the Board of Directors of the Association has the power to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision. Additionally, the Texas Property Code was amended in 2021 in Section 209.016 to expressly set forth that the Association may adopt and enforce restrictions regarding a lease or rental applicant and information related thereto; and,

WHEREAS, it is within the discretionary authority of the Board of Directors concerning enforcement of a restrictive covenant is presumed reasonable pursuant to Texas Property Code Section 202; and,

WHEREAS, the Association, through its Board of Directors, desires to adopt this Nuisance, Leasing and Short Term Rental Rules and Regulations as to short term rentals and compliance as well as requirements to ensure the safety, health, happiness and enjoyment of the Owners and in furtherance of a plan to provide for the congenial occupation of the Lots or homes and facilitate the community as a first class, safe, healthy, happy, quiet and restful residential community and as authorized to standardize the policies and procedures;

NOW THEREFORE, BE IT RESOLVED THAT: the following Nuisance, Leasing and Short Term Rental Rules and Regulations is hereby adopted by a motion, second of the motion and approval of the members of the Board of Directors at a regularly scheduled board meeting with notice to owners as provided for in Texas state law:

IT IS ADOPTED, that any short term rentals of any residences on any Lot are detrimental to the safety, health and happiness of the community in that any such short term rental tenants are not vetted as to their background or the use of the residence or premises on any Lot, do not have a stake in the community or the quiet enjoyment of any of the respective owners or long term tenants of properties within the community.

IT IS FURTHER ADOPTED, that a Lot or home may be leased for single family purposes only and any lease as provided for in these Rules shall not include any use of the Lot or home for hotel, motel or transient purposes or use by individuals who do not utilize such Lot or home as a bonafide primary or secondary residence, which for purposes of these Rules and Regulations is defined as a period of less than one hundred eighty (180) days. The use of any Lot or home for short term rentals, hotel, motel or transient purposes is strictly prohibited. Hotel, motel, or transient use of a hotel or motel shall also include as further evidence of its use by the payment of a hotel or motel tax to any governmental entity. No Owner shall be permitted to lease less than the entire Lot or home. Every lease shall be in writing and the Tenant shall be bound by and subject to all of the obligations of the Owner under the Declaration and these Rules and Regulations, as may be hereafter amended. The Owner entering into any such lease shall not be relieved from any such obligations.

IT IS FURTHER ADOPTED, that the Association will provide only one notice to cease and desist any rental of a Lot or home for short term rentals. The notice will be sent as required by Texas Property Code Section 209.006, via certified mail, advising the owner of their right to request a hearing with the Board of Directors. A fee for preparing the certified letter will be billed to the owner. The cease and desist demand letter will state that damages per night as permitted by the Texas Property Code may be assessed to the owners account if the violation continues after the expiration of the cure period provided for by state law.

IT IS FURTHER ADOPTED, that the Owner shall provide to the Association the contact information, including the name, mailing address, phone number and email address for each person who will reside at a property in the subdivision under a lease. Also to be provided is the commencement date and term of the lease.

IT IS FURTHER ADOPTED, the Owner is further required to update and register upon any change in the person who is renting the Lot or home or upon any change in ownership of the Lot or home.

These Nuisance, Leasing and Short Term Rental Rules and Regulations is adopted by at least a majority vote of the Board of Directors and is effective and operational upon its recording in the Real Property Records of Harris County, Texas.

SIGNED this 16 day of July, 2022.

MEMORIAL CHASE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

By: [Signature]  
MIKEL FONTANA, PRESIDENT

THE STATE OF TEXAS X  
COUNTY OF HARRIS X

THIS INSTRUMENT was acknowledged before me on this the 16 day of July, 2022 by the said MIKEL FONTANA, PRESIDENT of MEMORIAL CHASE COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

