

FIFTH SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
*for*  
KINGS CROSSING PATIO HOME OWNER’S ASSOCIATION, INC.

THE STATE OF TEXAS §  
§  
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Kings Crossing Patio Home Owner’s Association, Inc. (the “**Association**”), a property owner’s association as defined in Section 202.001 of the Texas Property Code, hereby supplements the instrument entitled “Notice of Dedicatory Instruments for Kings Crossing Patio Home Owner’s Association, Inc.” recorded on May 15, 2012 in the Official Public Records of Real Property of Harris County, Texas under Clerk’s File No. 20120214615 (“**Notice**”), the “First Supplemental Notice of Dedicatory Instruments for Kings Crossing Patio Home Owner’s Association, Inc.” recorded on June 15, 2012 in the Official Public Records of Real Property of Harris County, Texas under Clerk’s File No. 20120266466 (“**First Supplemental Notice**”), the “Second Supplemental Notice of Dedicatory Instruments for Kings Crossing Patio Home Owner’s Association, Inc.” recorded on December 16, 2019 in the Official Public Records of Real Property of Harris County, Texas under Clerk’s File No. RP-2019-553000 (“**Second Supplemental Notice**”), the “Third Supplemental Notice of Dedicatory Instruments for Kings Crossing Patio Home Owner’s Association, Inc.” recorded on October 14, 2021 in the Official Public Records of Real Property of Harris County, Texas under Clerk’s File No. RP-2021-593931 (“**Third Supplemental Notice**”), and the “Fourth Supplemental Notice of Dedicatory Instruments for Kings Crossing Patio Home Owner’s Association, Inc.” recorded on January 23, 2023 in the Official Public Records of Real Property of Harris County, Texas under Clerk’s File No. RP-2023-23113 (“**Fourth Supplemental Notice**”), which instruments were filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instrument(s). In addition to the Dedicatory Instruments identified in the Notice, the First Supplemental Notice, the Second Supplemental Notice, the Third Supplemental Notice, and the Fourth Supplemental Notice, the following document is a Dedicatory Instrument governing the Association.

- **Leasing and Occupancy Policy for Kings Crossing Patio Home Owner’s Association, Inc.**

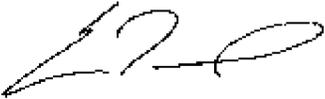
A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

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. 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.

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Executed on this 19<sup>th</sup> day of February, 2026.

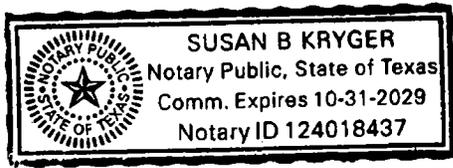
**KINGS CROSSING PATIO HOME OWNER'S  
ASSOCIATION, INC.**

By:   
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned notary public, on this 19<sup>th</sup> day of February, 2026 personally appeared Eric B. Tonsul, authorized representative of Kings Crossing Patio Home Owner's 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



RP-2026-62093

**LEASING AND OCCUPANCY POLICY**  
*for*  
**KINGS CROSSING PATIO HOME OWNER'S ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

I, Brenda Boyd, President of Kings Crossing Patio Home Owner's 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 18 day of February, 2026, 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 (the "Policy") was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this 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 Section 204.010(a)(6) of the Property Code, the Board hereby adopts this Policy for the purpose of establishing rules and regulations for the leasing and occupancy of Lots located within the Kings Crossing Patio Home community.

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

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## 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, a Lease of a Lot for less than twelve (12) consecutive months is deemed to be the use of the Lot for transient or hotel purposes. However, the Lease of a Lot on a month-to-month basis at the end of a Lease of twelve (12) months or longer shall be permitted when the Lease is with the same Tenant. Additionally, the Board, in its sole discretion, shall have the authority to approve a lease term for less than twelve (12) 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. The Lease of a Lot for use as transient housing, including but not limited to, hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, boarding homes, bed and breakfast, party venue, meeting venue, vacation rental, or other short-term rental uses, including through the use of entities such as or similar to "Airbnb", "HomeAway", or "VRBO," is expressly prohibited. The Board shall have sole discretion to determine whether a particular use of all or a portion of a Lot constitutes a violation of this subsection.
- b. Only the entire Lot may be leased. The Lease and/or renting of a room(s) or any other portion of a Lot, including but not limited to, pools and outbuildings is expressly prohibited.
- c. 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. Every Owner shall cause all Tenants to comply with the Dedicatory Instruments, and every Owner shall be responsible for all violations, losses, or damages caused by a Tenant,

notwithstanding the fact that such Tenant is jointly and severally liable and may be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that the Tenant be removed from and not be allowed to return to the subdivision and/or that any lease, agreement or permission given allowing the Tenant to be present be terminated.

- d. 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.
- e. An Owner shall have the sole and absolute responsibility to conduct a criminal background check on the Tenant and any occupants aged eighteen (18) or older who intend to reside on the Lot under a Lease within forty-eight (48) hours prior to the commencement, renewal or month-to-month extension of a Lease. An Owner may perform a background check on each Tenant and occupant utilizing the name, date of birth, and social security number of the individual(s). The Board, in its sole discretion, may request production of the criminal background check at any time.
- 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 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 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 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.

- j. No Lot shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment or welfare of occupants of neighboring homes, nor shall any nuisance or illegal activity be committed or permitted to occur in or on any Lot or within any portion of the subdivision.
- k. The Owner shall at all times be responsible for the appearance, condition, and maintenance of the yard and all improvements on the Lot to ensure the Lot is maintained to a level that is consistent with the neighborhood standard and in compliance with the Association's dedicatory instruments.
- l. Owners shall remain liable to the Association for all assessments, duties, and communications relating to the Lot and its occupants.
- m. If ownership of a Lot shall be sold or otherwise conveyed to a 3<sup>rd</sup> party at any time during the term of a Lease, the new Owner shall accept all responsibilities under this Policy as it relates to the Tenant and the respective Lease during the remainder of the term of the Lease.
- n. This Policy will be enforced by the Association, acting through the Board of Directors and/or the Association's management company.
- o. These rules and regulations are subject to amendment by a majority of the Board of Directors.
- p. Neither the Association, the Board of Directors, nor the Association's management company are liable to the Owner of a Lot for any damages, including lost rents, suffered by the Owner in relation to the enforcement of this Policy and all other related rules and regulations against the Owner.
- q. Should failure to comply with this Policy continue after the Owner has been given notice of a violation of this Policy, the Association may commence legal action against the Owner seeking any lawful remedies and the recovery of attorney's fees from the Owner.
- r. An Owner must own the Lot to be leased for at least twelve (12) consecutive months before being eligible to lease the Lot. An Owner who violates this Section 2(r) will be required to take whatever steps necessary to terminate the violating 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 Harris County, Texas.

TO CERTIFY which witness my hand this the 18<sup>th</sup> day of February, 2026.

Kings Crossing Patio Home Owner's Association,  
Inc.

By: Brenda Boyd

Printed: Brenda Boyd

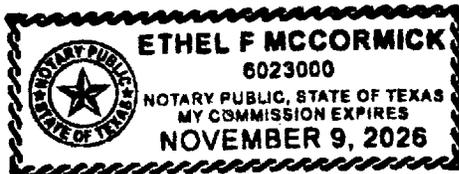
Its: President

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

BEFORE ME, the undersigned notary public, on this 18 day of February, 2026, personally appeared Brenda Boyd, President of Kings Crossing Patio Home Owner's 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.

Ethel J McCormick

Notary Public in and for the State of Texas



RP-2026-62093

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# Pages 8  
02/19/2026 12:44 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$49.00

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-2026-62093