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NOTICE
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**CREEKSTONE COMMUNITY ASSOCIATION, INC.
GUIDELINES and RULES AND REGULATIONS
REGARDING RENTAL OF PROPERTY**

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

WHEREAS, Creekstone Community Association, Inc. (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the subdivision (referred to collectively as “Declarations”); and

WHEREAS, Article VII, Section 1(c) of the Bylaws of Silverstone Community Association, Inc. applicable to Association provides that the Board of Directors shall have the power to exercising [sic] for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws or the Articles of Incorporation, or the Restrictions; and

WHEREAS, Article II, Section 1, of at least four sections of the Covenants, Conditions and Restrictions (“Declaration”), such number constituting a majority of the Sections within the Association, provide specific restrictions regarding the residential lease of any property within the boundaries of the Association; and

WHEREAS, Section 204.010 of the Texas Property Code authorizes the Board of Directors of the Association (“Board”), through the Declaration, to regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision; and

WHEREAS, the Board has determined that in connection with promoting the health, safety and welfare of the residents, it is appropriate for the Association to adopt guidelines regarding the leasing of a residential dwelling within the subdivision.

NOW, THEREFORE, BE IT RESOLVED that, in accordance with the aforementioned and applicable authorities, the Board of Directors of the Association formally adopted the following Guidelines and Rules and Regulations for Rental of Property at a meeting of the Directors held on July 22, 2021.

1. The definition of “let”, “leased”, and “rented”, for purposes of each Declaration, is defined as regular, exclusive occupancy of a Lot, and the main residential dwelling (“Dwelling”) situated thereon, in its entirety, by any person or persons other than the Owner(s) for which the Owner(s) receives any consideration or benefit, including, but not limited to a fee, service, gratuity or emolument.

2. Dwellings may only be leased for single family residential purposes as defined in each Declaration. No Owner shall be permitted to lease his/her Dwelling for "hotel, motel, and/or transient purposes", which for purposes of this Section is defined as any use for which payment of a hotel or motel tax would be applicable. No Owner shall be permitted to lease less than the entire Dwelling. Every such lease shall be in writing. Every such lease shall provide that the tenant(s) shall be bound by and subject to all of the obligations of the Owner under each Declaration. The Owner making such lease shall not be relieved from any of such obligations. Upon the execution of a residential lease agreement, the Owner shall notify the Association, by and through its managing agent, in writing, of the Owner's designated address and the name of the Owner's Lessee(s). No Lessee shall be entitled to use the recreational facilities or Common Area of the Association until the information specified in this Section is provided to the Association, in writing, and the Owner has further notified the Association, in writing, that the Lessee(s) has been granted the authority to use the recreational facilities and Common Area of the Association by such Owner. The use of the Common Areas and/or recreational facilities is limited to the benefit of one (1) family per Dwelling and the granting of such rights to a tenant(s) excludes the right of the Owner during such period.
3. Leasing or rental to a member of the Owner's immediate family members, including children, grandchildren, siblings or parents, shall not be prohibited or restricted by the Association and shall not be considered a rental for purposes of the cap limitations on rental of Dwellings contained in these Guidelines. However, an Owner must provide documentation showing relationship to immediate family member and proposed term of residency to the Board or Association's managing agent a minimum of thirty (30) days prior to a family member's occupying a Dwelling.
4. The maximum number of Dwellings that may be leased at any given time shall be no more than 334 (35%) of the total number of residential lots within the Association. In order to ensure that the maximum allowed number of leased Dwellings is not exceeded, each Owner desiring to lease his/her Dwelling must notify the Association's managing agent, in writing, of such desire prior to leasing such Dwelling. The Association's managing agent shall inform such Owner whether or not his/her desired leasing would exceed the maximum allowed number of leased Dwellings. The Board may also, from time to time, adopt and/or revise existing rules and regulations pertaining to the leasing of Dwellings, including policies and procedures to further the goals and objectives of these Guidelines.
5. In the event that an Owner, due to medical or health reasons or other justifiable cause constituting a hardship, in the sole discretion of the Board, shall be unable to occupy his/her Dwelling for a period in excess of twelve (12) months and based on said hardship desires to lease said Dwelling, the Owner shall make written application to the Board which may, by a majority vote and approval of the application, grant to the


Owner an exception to the above-leasing restrictions, upon such conditions as the Board may establish and uniformly apply. Provided, however, that the maximum period of time an Owner that is granted a hardship exception may lease his/her Dwelling is twenty-four (24) months.

6. All Owners with prior written approval for leasing their Dwelling or renewing an existing lease, such renewal being for the current tenant(s), shall deliver a copy of the signed lease to the Association's managing agent no later than ten (10) days prior to the date of occupancy or the effective renewal date. Any Owner leasing his/her Dwelling shall not lease less than the entire Dwelling on his/her Lot, shall not lease his/her Dwelling for transient or hotel/motel purposes, and shall not lease his/her Dwelling for other than housing or residential purposes.
7. In the event that an Owner fails to comply with any leasing requirements set forth in these Guidelines, or rules and regulations of the Association, the Association may seek any and all legal and/or equitable remedies available to the Association as to the Owner(s). Furthermore, all provision of each Declaration, By-laws and rules and regulations of the Association shall be applicable to any person leasing a Dwelling and shall be deemed to be incorporated in any lease executed or renewed.
8. Any lease agreement existing prior to the approval of these Guidelines are only exempt until such time as said existing lease has expired as to the existing tenant(s), and as to any renewal or extension of the existing lease and as to the same tenant(s). All Owner(s) currently leasing their Dwelling must submit a copy of the existing lease to the Association's managing agent within thirty (30) days from the date of recording of these Guidelines. No existing lease shall be permitted to be transferred by the current Owner(s) of a Dwelling to new Owner(s).
9. When an Owner with an existing lease at the time these Guidelines become effective has that lease expire, and the percentage cap has been reached at the time the lease expires, the Owner will be required to get in line on a waiting list for the submission and approval of a new lease. The Association, or its managing agent, shall be required to maintain a list of all Owners wanting to be considered for a new lease of his/her Dwelling, and to notify the next Owner in line on the waiting list of an upcoming termination of an existing lease. It shall be at the discretion of the Association as to how long to permit the next Owner in line to secure and submit a request that his/her Dwelling be leased before contacting the next Owner on the waiting list.
10. An exception to the requirement that an Owner submit and obtain approval of a residential lease shall be in the instance that the Owner hires a "house/pet sitter" to temporarily reside at the Dwelling for a time period during which Owner(s) is/are away from the Dwelling for vacation or extended business purposes.

11. An Owner must have occupied his/her Dwelling for at least 12 months (1 year) prior to being permitted to negotiate a lease agreement for the Dwelling.

These Guidelines are effective upon recording in the Public Records of Real Property of Harris County, Texas, and supplement any existing rules and regulations which may have previously been in effect. Except as affected by Section 202.011 and/or by these Guidelines, all other provisions contained in the Declarations or any other dedicatory instrument of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 22nd day of July, 2021.



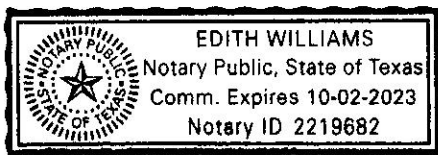
Gerard Tafallo, President [printed name]
Creekstone Community Association, Inc.

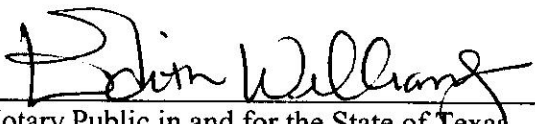
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STATE OF TEXAS §
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COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Gerard Tafallo, President of Creekstone Community Association, Inc., a Texas non-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that s/he has executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of August, 2021.





Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Lori E. Alderson
1523 Avenue A
Katy, TX 77493

FILED FOR RECORD

8:00:00 AM

Friday, August 20, 2021



COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Friday, August 20, 2021



COUNTY CLERK
HARRIS COUNTY, TEXAS