



When recorded mail to:

**Flagstone Creek Estates
Homeowners' Association
785 Pebble Creek Ln
Rockwall, TX 75032**

bod@flagstonecreek.org

DATE/TIME: April 11, 2023 Pages: 6

Caption Heading:

Property Leasing Addendum

DO NOT REMOVE This is part of the official document.

UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS

FLAGSTONE CREEK ESTATES HOMEOWNERS' ASSOCIATION

785 Pebble Creek Lane
Rockwall, TX 75032

PROPERTY LEASING ADDENDUM

Effective April 11, 2023

Pursuant to the authority contained in the Texas Statutes and the Governing Documents of the Association, the Board of Directors of Flagstone Creek Estates Homeowners Association hereby adopt the following resolution by unanimous consent for and as the actions of the Flagstone Creek Estates Homeowners' Association, as of the date set forth above:

WHEREAS Article IX, General Provisions, Section 9.05, AMMENDMENTS, provides that these Covenants and Restrictions may be amended and/or changed in-part as follows:

- (b) In all other situations, these Covenants and Restrictions may be amended or changed upon the express written consent of at least seventy-five percent (75%) of the outstanding Class A votes of the Association. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Rockwall County, Texas.

By unanimous consent, the Flagstone Creek HOA Board of Directors certified the Associations Members' vote to adopt both, the prohibition of short-term leases and RESOLVED, to adopt the Property Leasing Addendum set forth below.

5.02 PROPERTY LEASING ADDENDUM

- (a) **"Residential Purposes"**, as used here is hereby interpreted to prohibit short-term rentals of or transient stays (defined to mean any person of less than 30 days) at his or her residence and shall not include either of the following: (i) operating a rooming or boarding house within a residence, for any period of time, as a source for income; (ii) renting by the Owner of less than the entire residence to others as a separate house-keeping residence, for any period of time.
- (b) **Residences may be leased only in their entirety.** All leases shall be in writing and provide that the terms of the lease are subject to the terms, conditions, and provisions of the governing documents of the Flagstone Creek HOA. Subleasing and assignment of the right to occupy a residence is expressly prohibited. No transient tenants may be accommodated in a residence. All leases or renewals must be for an initial term of no less than twelve (12) months unless otherwise approved by the Board in writing. The Board may reject any new lease or renewal/extension of an existing lease due to two (2) or more outstanding violations of the Flagstone Creek HOA CC&R's.

(c) **Leasing and Occupancy Restrictions.** To preserve the quality of life of other residents and high standards of maintenance and care of the Flagstone Creek Community and common areas, and to promote the leasing of residences by a responsible individual, a residence may only be leased in accordance with the following provisions:

- c.1. **Board Consent to Lease.** Residence may only be leased after prior written consent of the Board and in accordance with the following provisions.
- c.2. **Maximum Leases Allowed.** No more than five (5) residences in Flagstone Creek Estates may be leased at one time, at the discretion of the HOA Board of Directors, unless otherwise provided by law.
- c.3. **Notice of Intent to Lease.** Whenever the owner of a Residence has received a bona fide offer to lease his or her property and desired to accept such offer, the Owner shall notify and garner the Flagstone Creeks HOA Board's approval of the lease by submitting a **Notice of Intent to Lease Form**. Property owners who lease their property are required to submit a copy of the lease contract and contact information to the HOA Board of Directors, including the name, phone number, and e-mail address, of each person who will reside at the property under a lease and the commencement date and term of the lease. The Board shall notify by email the Owner of their prequalification decision within ten (10) business days of the board's acknowledgment of receipt of the request. The initial approval is not an approval to lease, but is an approval to submit the remaining requested information below the double line on the Notice of Intent to Lease Form. If the board does not notify the Owner of the Board's decision to preauthorize the completion of the remaining portion of the Notice of Intent to Lease Form within the ten (10) business days from the acknowledgement of receipt, the homeowner shall be free to consummate the lease of his residence, but only to the party described in the Owner's notice to the Board. After receiving preauthorization, and submitting the fully completed form, the board will notify the homeowner within ten (10) days of final approval.
- c.4. **Notice of Intent to Lease Form.** To lease your home requires that you go through a two-step process. The first step is to submit the pre-approval information to the bod@flagstonecreek.org. This form is available at www.flagstonecreek.org
- c.5. **Renewals/Extensions.** For each current lease that is to be renewed or extended, the Notice of Intent to Lease Form must be submitted two (2) weeks prior to the renewal date by the Owner and include their current contact information along with the lessee's contact information, even if there have been no changes.

c.6. Qualifications of Prospective Occupants and Lessees.

c.6.1. Occupancy. The total number of occupants allowed to reside in or occupy a residence shall not exceed the maximum number of occupants allowed in the Residence pursuant to any ordinance, code or regulation of the City of Rockwall or State of Texas except as otherwise provided by any exception for familial status under any applicable fair housing law.

c.6.2. Certain Criminals Prohibited. Subject to exceptions made at the discretion of the Board and on a case-by-case basis, an Owner may not lease or allow any person to reside in or occupy a residence who has been convicted of any felony crimes involving violence against persons; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; manufacture, sale or use of drugs; theft; burglary; larceny; destruction of property; or any crime involving a minor.

(d) **Procedures.** Homeowners will be notified by email of the Board's decisions on pre-approvals. The homeowner has the right to a hearing before the Board where decisions of the Board are final.


(e) **Appeal Process.** When a **Notice of Intent to Lease Form** is denied and sent to a Homeowner, such notice shall include a statement to the Homeowner that he/she has the "RIGHT OF APPEAL". When a Homeowner desires to appeal a BOD decision, he/she must notify the BOD in writing within ten (10) days after the date of the BOD decision. Appeals shall demonstrate extenuating circumstances which require deviation from the CC&R's and or guidelines. Appeals shall include all pertinent backup information to support any extenuating circumstance.

All decisions of the Board are final and may not be further appealed. Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered DENIED. If the appeal for reasons that include two or more CC&R violations is denied, the Homeowner must bring the violations into compliance within ten (10) business days. If the violation still exists after ten (10) business days, the Homeowner will be fined up to \$200.00 every ten (10) business days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action will be billed to the Homeowner and collected in the same manner as assessments.

(f) **Grandfather Clause.** Residents who, prior to the adoption of this policy, or subsequent amendments thereto, already have lease agreements in place will be permitted to continue leasing their residence as long as the **Notice of Intent to Lease Form** is completed and currently on file with the Secretary/Treasurer.

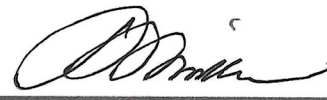
RESOLVED, that the Board shall retain the right to amend or repeal this resolution.

IN WITNESS, WHEREOF, the undersigned have executed this consent as of this 11th day of April, 2023. I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Flagstone Creek Estates Homeowners Association Board of Directors on the above date.



Jami Schwartz, HOA Secretary/Treasurer

The undersigned officer hereby certifies that the foregoing instrument has been signed by the Secretary/Treasurer of the HOA.

Attest: 

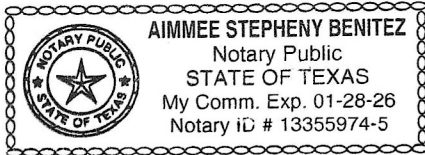
David Nelson, HOA President

Acknowledgment Notary Certificate (Only for use in AR, AZ, CO, CT, DC, DE, GA, ID, IA, IL, KS, KY, MA, MD, ME, MN, MO, MT, NH, NJ, NM, NY, NV, NC, OH, OK, OR, PA, RI, SC, TX, UT, VA, WA)

Document Name: Property Leasing Addendum

STATE OF Texas
COUNTY OF Rockwall
(County where notarization occurred)

This record was acknowledged before me on 11th day of April, 2023, by David Nelson (name(s) of signer(s)), who personally appeared before me and (is personally known to me or whose identity was proved on the basis of satisfactory evidence) to be the person whose name is subscribed to in this document.



[Signature]
(Signature of notary public)

Aimnee Stepheny Benitez, Notary Public
(Name of notary public)

My commission expires: 01-28-24

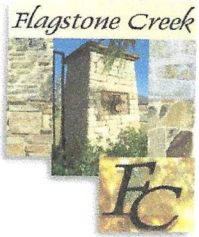
Official Seal

Personally known _____ OR
Produced identification Type of identification produced: TX DL

Filed and Recorded
Official Public Records
Jennifer Fogg, County Clerk
Rockwall County, Texas
04/11/2023 11:57:20 AM
\$46.00
20230000005705



[Signature]



NOTICE OF INTENT TO LEASE

To lease your home requires that you go through a two-step process. The first step is to email the pre-approval information above the double line below to bod@flagstonecreek.org. Please allow five business days for a response. Once pre-approved, the property owner will then be responsible for resubmitting the fully completed form to bod@flagstonecreek.org. Please allow five business days for a response. A new form must be completed and submitted for approval any time there is a change in the lessee or term.

OWNER'S INFORMATION

Date of Submission:

Property Address:

Name of Homeowner:

Address/City/St/Zip:

Cell Phone: E-mail:

Grandfathered in-Approved to Submit
 Pre-Approved to Submit
 Denied due to reason :
 >>>
 Capacity
 Missing Req'd Documents
 CCR Restrictions Outstanding

BOD Signature: Date:

LESSEE/OCCUPANT INFORMATION

Name of each Lessee in Lease Agreement:

Cell Phone: E-mail:

Name(s) of all Occupants:

LEASE TERM Start Date: End Date:

Has the tenant been given a copy of the CC&R'S & By-Laws? Yes No

Has Background Check been submitted on LESSEE(S)? Yes No

Approved to Lease Denied

ATTACH A COPY OF THE EXECUTED LEASE

BOD SIGNATURE: DATE: