

Denton County  
Juli Luke  
County Clerk

---

Instrument Number: 150102

ERecordings-RP

MISCELLANEOUS

Recorded On: September 23, 2020 03:42 PM

Number of Pages: 13

---

" Examined and Charged as Follows: "

Total Recording: \$74.00

---

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 150102  
Receipt Number: 20200923000795  
Recorded Date/Time: September 23, 2020 03:42 PM  
User: Meredith K  
Station: Station 38

**Record and Return To:**

Simplifile



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX



EXECUTED this 23 day of September, 2020

INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.  
A/K/A INDIAN CREEK RANCH,  
A Texas non-profit corporation.

By: Deborah Yeats  
Deborah Yeats, President  
Indian Creek/Carrollton Homeowners Association, Inc.  
a/k/a Indian Creek Ranch

STATE OF TEXAS

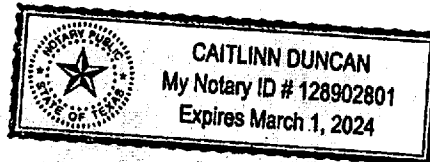
§

COUNTY OF DENTON

This instrument was acknowledged before me on the 23<sup>rd</sup> day of September, 2020 by Deborah Yeats, President of INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN CREEK RANCH, a Texas nonprofit corporation, on behalf of said corporation.

Caitlin Duncan  
Notary Public in and for the State of Texas

After Recording, Return to:  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Denton, TX 75206





- (a) *If, as and where the Board, in its sole discretion, deems necessary it may take such action to enforce the terms and provisions of the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations promulgated by the Board by appropriate means and carry out the obligations of the Association thereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel and accounting services, the commencement of legal causes of action, the promulgation and enforcement of the Association Rules and Regulations which may include the establishment of a system of fines and/or penalties enforceable as Special Individual Assessments as provided in the Declaration and to enjoin and/or seek legal damages from any Owner for violation of such provisions or rules;*
- (k) *If, as and when the Board, in its sole discretion, deems necessary it may, but shall not be obligated to, take action to protect or defend the Common Properties or other properties of the Association from loss or damage by suit or otherwise;*
- (l) *If, as and when the Board in its sole discretion, deems it necessary it may, but shall not be obligated to, sue in any court of law on behalf of the Association one (1) or more of its Members;*
- (o) *To establish, make, amend from time to time and enforce compliance with reasonable Rules and Regulations for the operation and use of the Common Properties, Common Areas, and Lots by any means authorized under the Declaration, Bylaws or Articles of Incorporation which shall include the right to impose reasonable monetary fines for the violation of such Rules and Regulations;*
- (w) *Generally, to have any and all powers necessary or incidental to the operation and management of the Association and the Common Properties, including the right to levy assessments and fines.*
- (y) *To levy fines for violations of the dedicatory instruments of the Association;*
- (z) *To adopt and amend Rules and Regulations for the governing the use and occupancy of Common Areas, Common Properties, and Lots within the Association;*
- (aa) *To adopt and amend Rules & Regulations regarding Rental Properties within the*

**WHEREAS**, Article III, Section 11 of the Declaration states as follows: *"The Board of Directors of the Association may levy special individual assessments against one or more Owners for (i) reimbursement to the Association of the costs for repairs to The Properties or Common Areas and improvements thereto occasioned by the willful or negligent acts of such owner or Owners and not ordinary wear and tear; (ii) for payment of fines penalties or other charges imposed against an Owner or Owners, and/or costs and expenses incurred by the Association, relative to such Owner s failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulations promulgated hereunder; or (iii) the*

*payment of, or reimbursement to the Association, of any and all costs and expenses incurred by the Association, of any and all costs and expenses incurred by the Association in accordance with the provisions of Article N, Section 7 and Article VI, Section 2 of this Declaration. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 11 shall belong to and remain with the Association."*

**WHEREAS**, a duly called meeting of the Board of Directors of the Association took place in August 2020. At said board meeting the Board voted upon and passed the following Rules and Regulations Governing Leasing and Rental Properties.

**RESOLVED:** that, pursuant to the Texas Property Code and that certain Declaration for Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch which was recorded on or about August 23, 1994 at Instrument #1994-R0065513 in the Land Records of Denton County, Texas (the "**Declaration**"), and any amendments thereto, and the Bylaws of the Association and the First and Second Amendment thereto, the Board of Directors of the Association hereby adopt the following Rules and Regulations Governing Rental Properties which shall read as follows:

**NOW, THEREFORE**, the Rules and Regulations Governing Leasing and Rental Properties of the Association are hereby created and shall read as follows:

**1.1- Definitions:**

- a. Association- "Association" means the Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch
- b. Dedicator Instruments- "Dedicator Instruments" means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, Policies, and Rules and Regulations of the Association and all amendments thereto.
- c. Homeowners- "Homeowners" means the same as Owner or Owners under these Rules and the Dedicatory Instruments of the Association.
- d. Landlord- "Landlord" means the owner of the Property, even if that owner has a management company that is in charge of leasing the Property.
- e. Lease- A "lease" includes any written or oral agreement between a landlord and a tenant that establishes or modifies the terms, conditions or other provisions regarding the use and occupancy of the Property.
- f. Leasing- "Leasing" is defined as the regular, exclusive occupancy of the residence on the Property by any person other than the Owner for which the Owner, or any designee of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. If the Property is owned by a trust and the beneficiary of the trust is living in the Property, that Property shall be considered Owner-occupied rather than leased.
- g. Lessee- "Lessee" shall be considered the same as Tenant for purposes of these Rules.
- h. Lease to Purchase Agreements & Contracts for Deeds- Shall be considered the same as Leasing for purposes of these Rules.

- i. Renting- "Renting" shall be considered the same as Leasing for purposes of these Rules.
- j. Tenant- "Tenant" means the person(s) authorized by the lease to occupy the residence, which would include the named lessee(s). There may be more tenants than lessees for a Property unless the context indicates otherwise.

**1.2- Leasing Approved within the Association:**

- a. Owners may lease their property within Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch (the "Association") subject to the provisions below.

**1.3- Lease Submission:**

- a. Homeowners leasing their property must submit a copy of the Association Rental Form to the Association within ten days of execution of the lease. The Association Rental Form must include:
  - o The name and date of birth of every adult occupant of the property;
  - o Phone number and email address of adult tenants and occupants of the property; and
  - o Criminal Background Check for each adult occupant of the Property to be leased.
- b. Landlords must certify the following in each Association Rental Form:
  - o The tenant and all occupants have not been convicted of a violent crime felony or assault & battery misdemeanor; and
  - o The tenant and all occupants do not appear on the Federal or any State Sex Offender Registry.
- c. Homeowners currently leasing their property at the time these rules and regulations go into effect must abide by all requirements under Section 1.3a of these Rules.
- d. Owners who do not reside at Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch, are required to provide their current address, email address and phone number to the Association. No PO Boxes shall be allowed, only physical addresses.
- e. Any and all subleases will be treated as new leases submitted to the Association.
- f. Should the Association discover any missing information from the Association Rental Form, the Owner of the property shall be notified and shall have 30 days to supplement the Association Rental Form. Should the Association discover that a tenant or occupant violates Section 1.9 of this Policy, then the Owner shall be deemed to be in violation of this rule.
- g. Landlords must submit a new Rental Form if a new tenant occupies the property.

**1.4- Qualification of Tenant:**

- a. All Tenants are required to meet all qualifications as contained in these rules and regulations. A Landlord may not rent to a tenant if that tenant has not satisfied all qualifications in these rules and regulations and has not provided evidence of such qualifications to the Association.

**1.5- Minimum Rental Period:**

- a. No owner may rent their property for a term of less than six months unless otherwise approved by the board in writing.
- b. Daily, Weekend, Weekly and Monthly rentals are hereinafter prohibited.

- c. End of current lease carryover month-to-month terms are permitted if the lease, which has reached its stated end date, had a one year or greater original term, and the month-to-month carryover does not last more than six months.
- d. Any Owner that violates this rule shall be fined \$100.00 a day starting 30 days after notification of the violation.

**1.6- Business Use:**

- a. No business, trade or similar activity may be conducted in or from any Lot, except that an Owner or Resident residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot, (ii) the business activity conforms to all zoning requirements for the Property, (iii) the business activity does not noticeably increase the level of vehicular or pedestrian traffic or the number of vehicles parked in the Association, (iv) the business activity does not involve door-to-door solicitation of residents of the Association, (v) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents.
- b. Any Owner that violates this rule shall be fined \$250.00 per month and is subject to having their right to lease their property within the Association withdrawn.

**1.7- Tenants with Criminal Backgrounds:**

- a. No owner may rent their property to a tenant or occupant that has been convicted of any felony or misdemeanor crime involving violence; crimes against persons: use of firearms; sex crimes; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture or sale of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor; stalking; terrorism; or
- b. No owner may rent their property to a tenant or occupant that is a registered sex offender. For purposes of this provision, a "registered sex offender" is a person who is registered as a Level 3 (High Risk) or Level 2 (Moderate Risk) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure (Sex Offender Registration Program as it now exists or as it may be amended in the future), or pursuant to any other law of the State of Texas, or any local municipal or county ordinance, or pursuant to any other state or federal law or regulation. "Registered sex offender" for purposes of this Section also includes a person who is required to register as a sex offender and who is required to have a risk assessment but who has not been assigned a risk assessment level by the applicable authority or for whom such a risk assessment level is not yet available to the public via the applicable registry program.
- c. Tenants who have been found guilty of one or more of the criminal offenses outlined in Section 1.9a above may reside within the Association twenty years after the expiration of the associated probationary period and/or parole period associated with their offense. This includes person(s) who have received deferred adjudication and/or have not yet satisfied the probationary period of a deferred adjudication for any of the above mentioned offences. This provision does not apply to tenants or occupants that have been found guilty of a crime in violation of Section 1.9b above. Tenants or occupants in violation of Section 1.9b above may never occupy or rent a property within the



Association.

**1.8- Compliance with Association Rules & Regulations:**

- a. Each Landlord must provide their Tenant with a copy of the Association Declaration, Bylaws and any and all Rules and Regulations of the Community. For the purposes of this provision, Landlords may comply by providing digital copies to their Tenants.
- b. All Tenants must comply with the Declaration, Bylaws and Rules and Regulations of the community. A statement requiring such must appear in the Tenant's lease. Owners are subject to being fined for failure of their Tenants to abide by the Declaration, Bylaws and Rules and Regulations of the Community.
- c. Each Owner shall be responsible for all violations and losses or damage resulting from violations by tenants, guests or occupants of that owner's property. Notwithstanding the fact that such tenants or occupants are fully liable and may be personally sanctioned for any violation.
- d. When the Association notifies an owner of his tenant's violation, the Owner shall promptly obtain his tenants compliance or exercise his rights as a landlord for the tenant's breach of the lease. If the tenant's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the association has the power and right to pursue the remedies of a landlord under the lease or state law for the default in the lease, including eviction of the tenant. In the event the Association proceeds as agent and attorney in fact and on behalf of the Owner, to evict the tenant and occupants, any costs, including attorney's fees and court costs, associated with the eviction may be assessed as an Individual Assessment against the Property.
- e. The Owner of a leased Property is liable to the Association for any expenses incurred by the association in connection with enforcement of the Dedicatory Instruments against that owner's tenant.
- f. Each OWNER HEREBY APPOINTS THE ASSOCIATION AS THE OWNER'S ATTORNEY IN FACT FOR THE PURPOSES OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF THE OWNER'S PROPERTY AS THE BOARD OF DIRECTORS MAY DEEM NECESSARY TO ENFORCE COMPLIANCE WITH THE DEDICATORY INSTRUMENTS OF THE ASSOCIATION.
- g. A Landlord may not use the Amenities of the Association if that Landlord's Tenant is using the amenities.
- h. A Homeowner that is delinquent in any fines, assessments, collection costs or fees owing to the Association and fails to cure the delinquency with 60 days after written notification will have their Authority to Rent terminated and may be subject to additional fines and penalties under these Rules and Regulations.

**2.0- Indemnity & Representation**

- a. The requirements within the above Rules and Regulations Governing Leasing and Rental Properties do not constitute a guarantee or representation to other owners within the Association that persons residing within the Community have not been convicted of a crime or are subject to deferred adjudication for a crime.
- b. All current and future owners, residents, guests and invitees understand and agree that the Association and its Directors, Officers, Representatives, Agents, Employees and Attorneys have no obligation to, and will not take any affirmative action to, perform any checks or

- investigations to determine if owners, occupants or tenants have Criminal Background.
- c. Each owner, resident, tenant and occupant understands and agrees for himself and his guests that the Association and its Directors, Officers, Agents, Representatives, Employees and Attorneys are not providers, insurers or Guarantors of Security within the Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch. Each Owner, resident, tenant and occupant accepts his or her sole responsibility to provide security for their own person and property and assumes the risk for any and all loss or damage to same.
  - d. Each owner, resident, tenant or occupant is responsible for maintaining appropriate insurance coverage upon the Property.
  - e. Each owner, by leasing their property within the Association, agrees to indemnify the Association and its Board of Directors from any and all causes of action arising out of the leasing of their property or action by any tenant, lessee, occupant or guest of the property.

**3.0- Savings Clause**


- a. It is not the intent of these Rules and Regulations to discriminate against any individual subject to protections under any state or federal law; if it is found that any provision of this policy is in violation of any law, then that provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

**IN WITNESS WHEREOF**, the undersigned member of the Board of Directors of Indian Creek/Carrollton Homeowners Association, Inc. a/k/a Indian Creek Ranch certifies that these Rules and Regulations were adopted by a majority vote of the Board of Directors.

*[signature page follows]*

EXECUTED this 23 day of September, 2020

INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC.  
A/K/A INDIAN CREEK RANCH,  
A Texas non-profit corporation

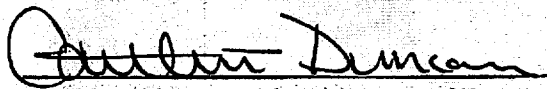
By:   
Deborah Yeats, President  
Indian Creek/Carrollton Homeowners Association, Inc.  
a/k/a Indian Creek Ranch

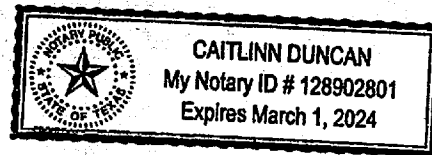
STATE OF TEXAS

§

COUNTY OF DENTON

This instrument was acknowledged before me on the \_\_\_ day of September, 2020 by Deborah Yeats, President of INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN CREEK RANCH, a Texas nonprofit corporation, on behalf of said corporation.

  
Notary Public in and for the State of Texas



After Recording, Return to:  
Manning & Meyers, Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Denton, TX 75206  
, Suite 200  
Denton, TX 75206

**RULES AND REGULATIONS GOVERNING LEASING AND RENTAL PROPERTIES  
INDIAN CREEK/CARROLLTON HOMEOWNERS ASSOCIATION, INC. A/K/A INDIAN CREEK RANCH  
EFFECTIVE OCTOBER 1, 2020**

"Exhibit A"

INDIAN CREEK RANCH RENTAL FORM

Property Address: \_\_\_\_\_

Property Owner:

Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Telephone \_\_\_\_\_

Is this property currently leased?                      YES                      NO  
Have you complied with the City of Carrollton Code of Ordinances, Title IX, CH 96.02?    YES              NO

If the property is not currently under lease, when do you anticipate that leasing will occur?  
\_\_\_\_\_

Proposed Primary Tenant:

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Telephone \_\_\_\_\_

Secondary Adult Occupant (if any):

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Telephone \_\_\_\_\_

Third Adult Occupant (if any):

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Telephone \_\_\_\_\_

Fourth Adult Occupant (if any):

Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Telephone \_\_\_\_\_

I (We) certify that:

(X)

- A Criminal Background Check has been run for each adult tenant/occupant
- No tenant/occupant(s) has been convicted of a violent crime felony
- No tenant/occupant has been convicted of an assault & battery misdemeanor
- No tenant/occupant appears on the Federal or State Sex Offender Registry

I (We) have read, understand and agree to the Rules & Regulations Governing Rental Properties as well as all rules, regulations, and covenants of the Association.

Property Owner Signature(s) \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_