

  
MARY LOUISE NICHOLSON  
COUNTY CLERK

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

LEASING PROHIBITION NOTICE TO OWNERS AND  
INVESTOR PURCHASERS  
PURSUANT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CROWLEY CREEKSIDE  
("CREEKSIDE")

This Leasing Prohibition Notice to Owners and Investor Purchasers Pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Creekside (the "Notice"), is made by the Crowley Creekside Homeowner's Association, Inc. (the "Association").

RECITALS

A. Crowley Creekside is a community in the City of Crowley, County of Tarrant, State of Texas, which is deed restricted with such restrictions being administered and enforced by the Association; and

B. The real property comprising the community of Crowley Creekside is subject to Declaration of Covenants, Conditions and Restrictions for Creekside, Recorded on March 4, 2005 under Instrument No. D205060912, Official Public Records, Tarrant County, Texas; as amended by First Amendment to Declaration Covenants, Conditions and Restrictions for Creekside filed under Instrument No. D219038954 and Second Amendment to Declaration filed under Instrument No. D221276143, D219038954 and Third Amendment and Supplement to Declaration filed under Instrument No. D221298954, and as affected by Assignment and Assumption of Declarant's Rights and Obligations filed under Instrument No. D221277969, all in Official Public Records, Tarrant County, Texas, as amended or supplemented (the "Crowley Creekside" or "Creekside" Declaration); and

C. By virtue of the Amended and Restated Declaration Recorded on the 17<sup>th</sup> day of April 2024, under Document No. D224066175 was modified under Article 7, Section 7.21 to read, in pertinent part, as follows: *No more than ten percent (10%) of the residences within the Subdivision may be leased to a non-Owner occupant at any given time without the express written consent and approval of the Board, which may be withheld in the Board's sole and absolute discretion. **The Board may and probably will file a "Leasing Prohibition Notice" at any time and from time to time affirming or reaffirming the maximum number of Lots allowed under the Declaration. The Board may file this notice without the consent of joinder of the Members. The "Leasing Prohibition Notice" shall be enforceable upon all Owners and buyers of Property within the community.***; and

As of the date of the filing of the Notice in the Official Public Records of Tarrant County, Texas, ten percent (10%) of the Lots, including the dwellings thereon, within the Property are subject to a lease agreement under the Leasing CAP, and additional Lots including the dwellings thereon, are grandfathered under strict guidelines which are set forth as follows:

- i. grandfathered Lots and dwellings do not run with the land. Upon sell or transfer of a Lot, the grandfather clause protecting the Lot and dwelling becomes void; and
- ii. grandfathered Lots may not sit vacant for more than thirty (30) days without being leased. Any vacancy of a grandfathered dwelling sitting vacant for more than thirty (30) days without the prior written consent of the Board of Directors shall be deemed a waiver by the Owner thereby waiving his/her rights to protection under the grandfather clause.

D. And, until the Notice is modified, released or rescinded by the Board of Directors of the Association, from and after the date hereof, no lease of a Lot and the dwelling thereon may be entered into which would exceed the ten percent (10%) limitation contained in the Amended and Restated Declaration; and

Until the Notice is modified, released or rescinded by the Board of Directors of the Association, from and after the date hereof, no person or entity should purchase a Lot for investment purposes and with the intent of leasing the Lot to third-party.

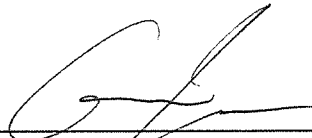
NOW, THEREFORE, CROWLEY CREEKSIDE HOMEOWNER'S ASSOCIATION, INC., hereby declares and reaffirms as follows:

- The Amended and Restated Declaration limits the number of Lots which can be leased to ten percent (10%) of all Lots in the Property (the "*Lease Cap*").
- The maximum number of Lots in the Property have been leased according to the established Lease Cap; and
- Additional Lots leased at the time of recording of this Leasing Prohibition exceeding the Lease Cap (the "grandfathered Lots"), which have been identified by the Association and are maintained in a report for said purpose are hereby grandfathered under the strict guidelines in C(i) and C(ii) above; and
- Any Lot purchased or owned and leased to a third-party after the date this Notice is filed of record will constitute a clear and unequivocal violation of the Crowley Creekside Declaration.
- Violation of the Lease Cap contained in the Amended and Restated Declaration will subject the owner of such Lot to formal enforcement measures including, but not limited to, suspension of privileges of use of common areas and any amenities, the imposition of the maximum fine amount allowed under Declaration as Individual Assessments against the Lot secured by the lien established in the Crowley Creekside Amended and Restated Declaration, and potential litigation; and

- Any costs of fees, including but not limited to non-contractual fees charged by the Managing Agent and / or attorney's fees incurred by the Association to enforce the Declaration and / or this Leasing Prohibition will be levied and charged to the Lot owner's account.

Signed this 19<sup>th</sup> day of April 2024.


**CROWLEY CREEKSIDE HOMEOWNER'S ASSOCIATION, INC.**

  
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 Brock Babb, Board President

STATE OF TEXAS           §  
   §  
 COUNTY OF Dallas       §

BEFORE ME, the undersigned authority, on this day personally appeared Brock Babb, the President of Crowley Creekside Homeowner's Association, Inc., a Texas Not-for-Profit Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Not-for-Profit Corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 19<sup>th</sup> day of April, 2024.

  
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 Notary Public, State of Texas

[SEAL]

