

STONEBRIDGE RANCH COMMUNITY ASSOCIATION, INC.
POLICY
LEASING OF SINGLE OCCUPANCY DWELLINGS AND RESIDENTIAL USE
Original **08/23/2018**

I. PURPOSE

Stonebridge Ranch is a premier, large scale, master planned community of choice in North Texas with the mission to preserve and enhance the quality and natural beauty of Stonebridge Ranch for its residents and protect property values and the financial health of the community.

Stonebridge Ranch has more than 9000 residential home sites within its 5000 planned community acreage. To better define homeowner's residential usage of their property, this policy seeks to help owners of record understand Stonebridge Ranch Community Association's policy for leasing of single occupancy dwellings and residential use as a business.

II. REFERENCES

Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Stonebridge Ranch Community Association, Inc., Article IX, Sections 9.1, 9.19 and 9.20.

Stonebridge Ranch Community Association Sixth Amended By-Laws

Stonebridge Ranch Community Association Covenant Enforcement and Fining Policy

Stonebridge Ranch Community Association Transfer of Privileges Rev. 01/09/2017.

III. DEFINITIONS AND PROCEDURES

1. Residential Home: A residence, apartment or condominium with a single occupancy family ownership of record or lease.

2. Rental/Leasing (as used in this policy, in accordance with the Association's CC&R): A regular, exclusive occupancy of the residence on a Lot 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. For purposes of this policy, if a Lot is owned by a trust and the beneficiary of the trust is living in the Lot, that Lot shall be considered Owner-occupied rather than leased. Dwelling Units on Lots 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 provisions of the Association's Governing Documents. All leases must be for an initial term of not less than six (6) months unless otherwise approved by the Board, in writing. The Owner must make available to the lessee copies of the Governing Documents.

Homeowner of Record may rent/lease their property at will. At the request of the Board of Directors the owner must provide a copy of the current lease within 10 days. Leasing may only be for Single Family Occupancy. No Lot shall be leased/occupied by more than

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a single family. For purposes of this restriction, a single family shall be defined as any number of individuals related by blood, adoption or marriage living with not more than

two individual who is not so related as a single household unit, or no more than three (3) individuals who are not so related living together as a single household unit, and the household employees of either such household unit; provided, however, that nothing herein shall be interpreted to restrict the ability of one or more adults meeting the definition of a single-family from residing with any number of individuals under the age of eighteen (18) over whom such individuals have legal authority.

Additionally, no Lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

3. Sub-renting or Leasing of a Residence: There will be no sub-renting or leasing by the original leaser for dollar consideration or benefit, including but not limited to, a fee, service, gratuity or emolument.

4. Homeowner of record or renter (with homeowner’s written approval) may use the residence as a business address for purposes of receiving mail and /or similar purposes, however, use of the residential address for business use shall not cause increase in vehicle or pedestrian traffic within the village and shall not otherwise alter the uses permitted and consistent with the restrictions on commercial or home business uses as outlined in section 9.1 of the CC&Rs. Use of the residential (home) shall not otherwise alter or change the architectural design or character of the residence or cause additional noise (machinery or otherwise) or disturb the residential nature of the village.

IV. ENFORCEMENT

1. The Association will periodically search popular home rental websites and use other means to seek and verify violations to find homes listed for short term rental. Upon verification of any portion of this policy, violation notices will be sent to the property owner of record.

2. The Association will follow the Covenant Enforcement and Fining Policy until fines totaling \$350 for curable or \$550 for un-curable violations are reached. At that point, the Board of Directors will take additional actions as warranted.

3. The Association will periodically include articles in publications, website and emails blasts to enhance residential awareness of this policy.

I. REVISION HISTORY

DATE	CHANGES
8/23/2018	Original

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Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/14/2018 12:50:02 PM
\$70.00 SCAPELA
20180914001157620

Stacey Kemp