

**CONSENT OF DIRECTORS IN LIEU OF
SPECIAL MEETING
OF
LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the members of the Board of Directors of LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (hereinafter referred to as the “Association”), do hereby consent, pursuant to the Texas Business Organization Code, to the adoption of the following resolutions:

WHEREAS, at an open Board meeting held on [_____, 2025], the Board of the Association by a majority vote of Directors approved and adopted the Leasing Policy attached hereto as **Exhibit A**.

RESOLVED, that the Board hereby adopts the Leasing Policy for the Association and authorizes the secretary to cause such Leasing Policy to be recorded in the applicable county public records.

RESOLVED, that any Director or officer of the Association is directed to certify a copy of the Leasing Policy and insert it in the minute book of the Association, and the secretary of the Association is further ordered to certify a copy of the Leasing Policy and maintain it in the principal office of the Association, open for inspection by the Members at all reasonable times during office hours.

RESOLVED, that the execution by any Director or officer of the Association of any document authorized by the foregoing resolutions, or any document executed in the accomplishment of any action or actions so authorized, is, or shall become upon delivery, the enforceable and binding acts and obligations of the Association, without the necessity of the signature or attestation of any other person.

RESOLVED, that any and all transactions by any Director or officer of the Association for and on behalf of and in the name of the Association, before or following the adoption of the foregoing resolutions, in connection with any of the foregoing matters, are hereby ratified, confirmed and approved in all respects for all purposes.

RESOLVED FURTHER, that any Director or officer of the Association be, and each of them hereby is, authorized and empowered to certify these resolutions.

EXECUTED as of the ____ day of _____, 2025.

DIRECTORS:

Printed Name: _____

Printed Name: _____

Printed Name: _____

EXHIBIT A
LEASING POLICY
[see attached]

AFTER RECORDING RETURN TO:
Essex Association Management, LP
Attention: Dean McSherry
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.

Dedicatory Instrument

LEASING POLICY

WHEREAS, the Board of Directors (the “Board”) of LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC. (the “Association”) is the governing authority for the subdivision in the City of Lavon (the “City”), Collin County, Texas (“County”) known or to be known as “LakePointe”, along with any replats, annexations, supplements, and any other real property brought under the Association's jurisdiction (hereinafter the “Subdivision”) pursuant to the terms of that certain Declaration of Covenants, Conditions and Restrictions recorded on August 7, 2020 as Document No. 20200807001276210 of the Official Public Records of the County, as now or hereafter modified, amended or supplemented (the “Declaration”);

WHEREAS, pursuant to the terms of the Declaration and the Bylaws of the Association, including, without limitation, Section 1.1(aa) and Section 11.1 of the Declaration and Section 6.1(a) of the Bylaws, the Board of Directors, upon majority vote of the Board, have the right to adopt, amend, and/or rescind, rules and regulations for the Association, and to establish penalties for the infraction thereof;

WHEREAS, in accordance with the terms of the Declaration, including Section 2.2.1 and Section 2.5(o) thereof, any Owner that rents or leases its residence within the Property is subject to Rules in place under any policy adopted, and any tenant must agree to abide by the Association’s Rules, and the landlord Owner shall be responsible for ensuring that its tenant complies with the Declaration and the Rules;

WHEREAS, there is a need to adopt rules and regulations by this Leasing Policy for the leasing of residences in the Property, and establish penalties for the infraction thereof, so as to protect the residential character of the Subdivision, and forward the Association’s purposes;

WHEREAS, the Board wishes to adopt reasonable rules and regulations to establish a Leasing Policy for the Association in compliance with the terms of the Declaration and the Bylaws; and

WHEREAS, the Board intends to file this Leasing Policy as a Dedicatory Instrument in the real property records of each county in which the Subdivision is located, in compliance with Section 202.006 of the Property Code; and

WHEREAS, this Leasing Policy may be amended at any time and from time to time by a majority vote of the Board of Directors without amending the Declaration or the Bylaws and as a stand-alone policy to comport with industry standards, to amend or revise provisions of the policy as may be deemed necessary and in the best interest of the Association.

NOW, THEREFORE, IT IS RESOLVED that the following rules, regulations and guidelines for the Leasing Policy are established by the Board:

LEASING POLICIES AND PROCEDURES

In order to preserve the quality of life of Owners and to promote the Leasing of a Lot by responsible individuals, a Lot may only be leased in accordance with the terms of the Declaration and following rules, regulations and guidelines:

1. Defined Terms. Unless otherwise defined in this Leasing Policy or the context otherwise requires, each term used in this Leasing Policy with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration. Furthermore, as used herein, the following terms used in this Policy shall mean as follows:
 - a. Dedictory Instruments - “Dedictory Instruments” means each governing instrument covering the establishment, maintenance, and operation of the Association. This term includes the Declaration, Bylaws, this Leasing Policy, any other policies, and rules and regulations of the Association, and all amendments thereto.
 - b. Effective Date - “Effective Date” shall mean the date an instrument containing this Leasing Policy is recorded in the Official Public Records of Collin County, Texas.
 - c. Landlord - “Landlord” means the Owner Leasing a Lot to a third-party, even if that Owner has a management company that is in charge of Leasing and/or managing the Lot.
 - d. Lease - “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 Lot and/or the residence thereon.
 - e. Leasing - “Leasing” is defined as the regular, exclusive occupancy of 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. If the Lot is owned by a trust and the beneficiary of the trust is living in the residence, that Lot shall be considered Owner-occupied rather than Leased.
 - f. Lessee - “Lessee” shall be considered the same as Tenant for purposes of this Leasing Policy.
 - g. Lease to Purchase Agreements & Contracts for Deeds - Shall be considered the same as Leasing for purposes of this Leasing Policy.
 - h. Renting - “Renting” shall be considered the same as Leasing for purposes of this Leasing Policy.
 - i. Tenant - “Tenant” means the person(s) authorized by the Lease to occupy the Lot, which would include the named Lessee(s). There may be more tenants than Lessees for a Lot unless the context indicates otherwise.
2. Leasing Regulations and Rules Generally. The following rules and regulations shall apply to Leases and any Leasing of Lots or residences in the Subdivision:
 - a. No more than ten percent (10%) of the residences within the Subdivision may be leased by an Owner to Tenant 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;

provided, however, the Grandfathered Leases (as defined below) shall be accounted for in determining whether such percentage has been met but shall be allowed even if they exceed the ten percent (10%) cap as of the Effective Date and shall be deemed consented to and approved by the Board for purposes of this Leasing Policy.

- b. In no event shall any short-term Leases of less than one (1) year per allowed. The Lot leased must include the entire residence located on such Lot. In no event may any Owner lease its residence or Lot, or any portion thereof, through Air BnB, VRBO or other similar service for short term rentals.
 - c. All other terms, restrictions and requirements applicable to Leasing or Tenants set forth in Section 2.2.1 of the Declaration are incorporated herein by this reference in their entirety.
3. Registration, Compliance, and Notice of Intent to Lease. Whenever the Owner of a Lot has received a bona fide offer to Lease the Lot and desires to accept such offer, the Owner shall give the current management company of the Association (or the Board if there is no management company engaged by the Association) written notice of the desire to accept such offer and submit to the Board, at the Owner's sole cost and expense, a Tenant Information Form (herein so called), the initial form thereof approved by the Board being attached hereto as **Schedule A**, which will include, but is not limited to, the following information:
- a. A copy of the Lease and any other lease documents as required by Section 2.2.1 of the Declaration;
 - b. The commencement date and term of the Lease;
 - c. The make, model, and license plate number of each vehicle to be kept on the Property;
 - d. The name, telephone number, email address, and current address of the prospective Lessee(s) and each prospective adult occupant (over age 18);
 - e. The number of persons that will occupy the Lot;
 - f. The number and breed of domesticated animals that will occupy the Lot and are permitted by this Leasing Policy and the Declaration;
 - g. A copy of the contract, with any personal information redacted as the Owner deems necessary, for professional lawn mowing services that will service the Lot subject to the Lease;
 - h. Copy of the residential registration certificate of occupancy issued by the City of Laval, permitting the residence on the Lot to be leased, as long as required by the City; and
 - i. A written statement certifying that: (1) a criminal background report has been obtained by the Owner on each prospective adult occupant of the Lot and (2) that each prospective adult occupant of the Lot has not violated paragraph (c)(ii) and (iii) below.

An Owner must provide update in writing of the information above annually with the Association. The Association may charge an administrative fee in the amount of \$500.00

annually as of January 1 during each year in which a Lot is subject to a Lease concerning the above, as such fee is hereby established by the Board and the Board is authorized to establish other such policies and procedures to register Lease arrangements initially and/or on a periodic basis as the Board so determines.

4. Qualifications of Prospective Occupants and Lessees.

- a. *Occupancy.* The total number of occupants allowed to reside in or occupy a Lot shall not exceed the maximum number of occupants allowed in the Lot pursuant to any ordinance, code or regulation of the City or State of Texas.
- b. *Certain Criminals Prohibited.* Owner may not Lease to or allow any person to reside in or occupy a Lot who has been convicted of any felony crimes involving violence, crimes against persons; use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of drugs; manufacture or sale of alcoholic beverages; prostitution; theft; burglary; or larceny; or any crime involving a minor.
- c. *Sex Offenders Prohibited.* Owners may not Lease to or allow any person to reside in or occupy a residence who is a registered sex offender. For purposes of this Leasing Policy, a “sex offender” is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation.

THESE REQUIREMENTS DO NOT CONSTITUTE A GUARANTEE OR REPRESENTATION THAT LESSEES OR OCCUPANTS RESIDING WITHIN THE LAKEPOINTE AT LAVON SUBDIVISION HAVE NOT BEEN CONVICTED OF A CRIME OR ARE NOT SUBJECT TO DEFERRED ADJUDICATION FOR A CRIME.

- 5. Rejection of Lease by Board of Directors. If the terms of the Lease and/or the Lessee(s) or occupants do not meet the standards and criteria described in this Leasing Policy, then the Lease is rejected and the Board shall notify the Owner, within ten (10) business days after the decision is rendered, in writing of the rejection of the Lease. Owners shall not Lease to or allow anyone to reside in the residence who does not meet the standards and criteria set out above.
- 6. Hardship. Notwithstanding any provision to the contrary, the Board shall be empowered to allow Leasing of one or more Lots, as determined solely by the Board, upon written application by an Owner to avoid undue hardship. By way of illustration and not by limitation, circumstances which would constitute undue hardship are those in which (i) an Owner must relocate and cannot, within ninety (90) days from the date the Lot was placed on the market, sell the Lot while offering it for sale at a reasonable price no greater than its current appraised market value; (ii) the Owner dies and the Lot is being administered by his or her estate; (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot; (iv) the Lot is to be Leased to a member of the Owner’s immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses; (v) deployment or activity military duty status in any branch of the United States of America military; or (vi) the Owner sells the Lot and enters into a rent or leaseback agreement for a period not to exceed ninety (90) days from the date of sale. Those Owners who have demonstrated that the inability to Lease their

Lot would result in undue hardship and have obtained the requisite approval of the Board may Lease their Lot for such duration as the Board reasonably determines is necessary to prevent undue hardship. Requests for hardship exemptions shall be reviewed by the Board on a case-by-case basis.

7. Contents of Lease. Each Owner acknowledges and agrees that any Lease of his or her Lot shall be deemed to contain the following language and that if such language is not expressly contained in the Lease, then such language shall be incorporated into the Lease by existence of this Section. In addition, the terms and requirements contained herein automatically become a part of any Lease and/or an addendum to the Lease. These provisions shall also be attached to any Lease as an addendum and again, are a part of the Lease regardless of whether or not physically attached to the Lease. Any Lessee, by occupancy of a Lot, agrees to the applicability of this Leasing Policy and incorporation of the following language into the Lease:

“The Lessee shall comply with all provisions of the Dedicatory Instruments and shall control the conduct of all other occupants and guests of the Leased Lot in order to ensure their compliance. Any violation of the Dedicatory Instruments by the Lessee, any occupant, or any person living with the Lessee, is deemed to be a default under the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the Lessee in accordance with Texas law. The Owner hereby expressly delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Dedicatory Instruments, including the authority to pursue eviction proceedings on behalf of the Owner.”

8. Compliance with Dedicatory Instruments. Each Owner shall cause all occupants of his or her Lot to comply with the Dedicatory Instruments and shall be responsible for all violations and all losses or damage resulting from violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be personally sanctioned for any violation. The Owner shall provide the Lessee a copy of the Dedicatory Instruments. In the event that the Lessee, or a person living with the Lessee, violates the Dedicatory Instruments for which a violation fine is imposed, such fine shall be assessed against the Owner. The Owner shall pay the violation fine(s) upon notice from the Association.
9. Grandfathering. With respect to a Lot which is subject to a Lease as of the Effective Date, the Owner’s only obligation is to complete the Tenant Information Form and pay any administrative fee to the Association required in connection therewith within thirty (30) days of the Effective Date. Once such obligation to complete the Tenant Information Form and pay the applicable administrative fee with respect to any Lot which is subject to a Lease as of the Effective Date is satisfied, such Lease shall be a “Grandfathered Lease” for purposes of this Leasing Policy. Notwithstanding this exemption for Lots already subject to a Grandfathered Lease, upon termination, extension, or renewal of that Grandfathered Lease, the Owner must comply with this Leasing Policy with respect to any subsequent Leasing of its Lot or residence thereon.
10. Noncompliance. For any Lease of a Lot entered into or renewed after the Effective Date, the Association shall have the power and authority to enforce this Leasing Policy by any means available at law or in equity, including, but without limitation, levying violation fines and filing suit for necessary damages, including injunctive relief. EACH OWNER HEREBY APPOINTS

THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS OR OTHERWISE REMOVE THE OCCUPANTS FROM HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS LEASING POLICY. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Lot which, in the sound business judgment of the Board, are reasonably necessary to monitor compliance with this Leasing Policy.

Notwithstanding any proposed fine stated in the Association's enforcement or fine policy, violations of this Leasing Policy shall be levied as follows:

- a. Initial fine of two hundred and fifty dollars (\$250.00)
- b. Subsequent daily fines of one hundred dollars (\$100.00) levied no earlier than ten (10) days after the initial fine.
- c. All fines levied under this Leasing Policy shall be a Special Individual Assessment against the Owner and Lot in violation for all purposes of the Declaration and Dedicatory Instruments.

ALL OWNERS MUST PROVIDE A TENANT INFORMATION FORM TO THE ASSOCIATION. FAILURE TO PROVIDE A TENANT INFORMATION FORM MAY SUBJECT THE OWNER TO A VIOLATION FINE FOR NONCOMPLIANCE WITH THIS LEASING POLICY.

11. Authority of Management To Act. The Board hereby authorizes and empowers the management company of the Association to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of this Leasing Policy without further action by the Board.
12. FHA, VA, Fannie Mae/Freddie Mac Loan Requirements. Notwithstanding any inconsistent or contrary provision in this Leasing Policy, if there are any FHA, VA, Fannie Mae or Freddie Mac insured loans affecting a Lot, and only for so long as any such loans affect such Lot, any restrictions in this Leasing Policy regarding renting, subleasing, or reconveyance that violate any FHA, VA Fannie Mae or Freddie Mac requirements will not apply to a Lot affected by any FHA, VA, Fannie Mae or Freddie Mac insured loans or such Lot's Owner.
13. Binding Effect. As of the Effective Date, the terms and conditions of this Leasing Policy shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Leasing Policy.

This Leasing Policy may be amended at any time and from time to time by the Board of Directors without amending the Bylaws, as a stand-alone policy to comport with industry standards, to amend, revise provisions of the policy, or rescind all or any part of the policy, as may be deemed necessary and in the best interest of the Association, as determined by the Board. Any amendment to the policy shall be mailed to each homeowner and a copy placed on the Association's website if applicable.

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SCHEDULE A

LAKEPOINTE AT LAVON HOMEOWNERS ASSOCIATION, INC.
TENANT INFORMATION SHEET

PROPERTY ADDRESS: _____

PRIMARY TERM BEGINS AND ENDS AS FOLLOWS:

COMMENCEMENT DATE: _____ **EXPIRATION DATE:** _____

PROSPECTIVE TENANT'S NAME (FIRST, MIDDLE, LAST):

IS THERE A CO-APPLICANT? IF YES: NAME (FIRST, MIDDLE, LAST):

CONTACT INFORMATION FOR APPLICANT:

E-MAIL: _____

MOBILE PHONE: _____ **HOME PHONE:** _____ **WORK PHONE:** _____

CONTACT INFORMATION FOR ADDITIONAL OCCUPANT:

E-MAIL: _____

MOBILE PHONE: _____ **HOME PHONE:** _____ **WORK PHONE:** _____

NAME ALL OTHER PERSONS WHO WILL OCCUPY THE PROPERTY:

NAME: _____ **RELATIONSHIP:** _____ **AGE:** _____

NAME: _____ **RELATIONSHIP:** _____ **AGE:** _____

NAME: _____ **RELATIONSHIP:** _____ **AGE:** _____

LIST ALL VEHICLES TO BE PARKED ON THE PROPERTY:

YEAR: _____ **MAKE:** _____ **MODEL:** _____ **LICENSE/STATE:** _____

YEAR: _____ **MAKE:** _____ **MODEL:** _____ **LICENSE/STATE:** _____

YEAR: _____ **MAKE:** _____ **MODEL:** _____ **LICENSE/STATE:** _____

LIST HOUSEHOLD PET TO BE KEPT ON THE PROPERTY:

TYPE and BREED: _____ **WEIGHT:** _____ **NEUTERED:** _____ **DECLAWED:** _____

VACCINATION/SHOTS CURRENT: _____

SCHEDULE A (continued...)

ACKNOWLEDGEMENT & REPRESENTATION:

- (1) Signing this Tenant Information Sheet, Owner affirms and acknowledges that he/she has, as part of the tenant selection process, performed necessary and appropriate due diligence inquiries as required by the Declaration of Covenants, Conditions and Restrictions for LakePointe (the "*Declaration*") provisions on leasing/rentals.
- (2) Owner affirms and represents that (i) a criminal background report for each prospective adult occupant of the Lot has been conducted and reviewed, and (ii) the prospective adult occupant(s) do not violate Section (c) of the Declaration's provisions on a tenant's criminal history, as follows:

Certain Criminals Prohibited. Owner may not lease to or allow any person to reside in or occupy a Residence who has been convicted of any felony crimes involving violence, crimes against persons; illegal use of firearms; sex crimes; illegal drugs; robbery; aggravated robbery; murder; criminal gang activity; illegal discharge of firearms; gambling; manufacture, sale or use of drugs; illegal manufacture or sale of alcoholic beverages; prostitution; theft; burglary; larceny; destruction of property; or any crime involving a minor.

Sex Offenders Prohibited. Owners may not Lease to or allow any person to reside in or occupy a residence who is a registered sex offender. For purposes of this Section 2.2.1, a "sex offender" is a person who is required to register as either a Level 3 (High) or Level 2 (Moderate) sex offender pursuant to Chapter 62 of the Texas Code of Criminal Procedure or pursuant to any other law of the State of Texas, or any municipal or county ordinance, or any other state or federal law or regulation.

- (3) Applicant represents that the statements in this Tenant Information Sheet are true and complete.
- (4) Applicant acknowledges and represents that the prospective Tenant has a copy of the Association's governing documents.
- (5) This Tenant Information Sheet shall not constitute a record of the Association and shall only be made available with the Owner's written approval or a court orders the Association to release the information.
- (6) The decision to lease a Lot is solely the Owner's decision and the receipt of information by the Association shall neither be construed or interpreted as the Association's approval or consent of the tenant nor performance of any due diligence as to the tenant's qualifications.

OWNER:

(signature)

(print name)

(email)

(mailing address)

(City, State, Zip Code)

DATE: _____