

**RESOLUTION OF THE BOARD OF DIRECTORS
AMENDMENT OF RULES AND REGULATIONS OF
ELLIOTT RANCH HOMEOWNERS ASSOCIATION, INC.**

*(Relating to Article 3. Land Use Section (a) Lots -
Single Family Residential Use and Leasing of Single Family Residence)*

WHEREAS, the Declaration of Covenants and Restrictions (the "DCR's") provides that the owners of Lots subject to the DCR's are automatically made members of Elliott Ranch Homeowners Association, Inc. (the "Association");

WHEREAS, the Association, acting through its board of directors (the "Board"), is authorized under law to adopt and amend rules and regulations for the Association related to Lots - Single Family Residential Use and Leasing of Single Family Residence and;

WHEREAS, the Board has voted to adopt the Lots - Single Family Residential Use and Leasing of Single Family Residence rules;

THEREFORE, the additional rules attached have been, and by these presents are, ADOPTED and APPROVED;

Subject solely to the amendments attached, all of the rules of the Association remain in full force and effect.

ELLIOTT RANCH HOMEOWNERS ASSOCIATION, INC.

Acting by and through its Board of Directors

Signature: 

Printed Name: Christina Jellison

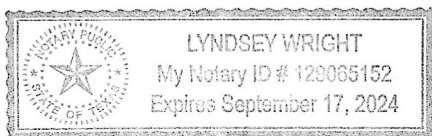
Title: President, Elliott Ranch Board of Directors

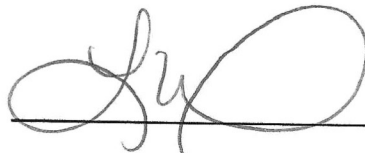
Acknowledgement

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was executed and acknowledged before me on the 2 day of Aug, 2024, by Christina Jellison in the capacity stated above.




Notary Public, State of Texas

THE ELLIOTT RANCH HOMEOWNERS ASSOCIATION, INC.

RULES RELATING TO ARTICLE 3. LAND USE SECTION (a) LOTS

RESOLUTION BY THE BOARD OF DIRECTORS

The Elliott Ranch Homeowners Association, Inc. a not for profit corporation duly organized and existing under the laws of the State of Texas, does hereby certify the records and minutes of the proceedings of the Board of Directors of said Corporation, and that on the 4 day of August, 2024 there was a duly and legally held meeting of said Board of Directors at which a quorum of Directors was present and acting throughout, and at said meeting the following resolution was unanimously adopted.

RULES RELATING TO ARTICLE 3. LAND USE SECTION (a) LOTS

WHEREAS, the Board of Directors wishes to establish rules in keeping with the Declarations of Covenants and Restrictions Article 3(a) which states,

“Each Lot (other than the Private Streets, the Greenbelt or any other Common Area) shall be used only for single family residential purposes, including related or ancillary uses approved by Declarant, and for no other purpose. No portion of a Lot, nor any building, structure or other Improvement located thereon, except for the entire Lot, together with all Improvements located thereon, may be rented, and such entire Lot may be rented only for single family residential purposes. Garage and other apartments, duplexes, condominiums, townhouses, and other multifamily residential, office, commercial, retail, and industrial buildings and uses are prohibited. Notwithstanding the foregoing, living quarters that are located in an accessory building or structure, that are occupied by members of the family or employees of the Owner or occupant of the Lot, and that are not rented or otherwise used as a separate domicile, shall be permitted.”

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association’s members.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby adopts these rules as a guide to understanding the Declarations of Covenants and Restrictions Article 3. Land Use Section (a) Lots.

Rule 1. Single-Family Residential Use – Except as otherwise provided herein, the Lots shall be used solely for private single family residential purposes.

(a) Definitions – The term ‘business’ as used in this subsection, shall be construed to have the ordinary, generally accepted meaning and shall include, without limitation, any occupation, trade, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the Owner’s family and for which the Owner receives a fee, compensation, or other form of consideration, regardless of whether:

- (1) such activity is engaged in full or part-time;
- (2) such activity is in intended to or does generate a profit; or
- (3) a license is required.

(b) No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner of the residence may conduct business activities within a residence so long as:

- (1) such activity complies with all the applicable zoning ordinances, if any;
- (2) the business activity is conducted without the employment of persons other than the residents of the home on the Lot;
- (3) the existence or operation of the business activity is not apparent or detectable by sight (i.e. no sign may be erected advertising the business on any Lot), sound, or smell from outside the residence;
- (4) the business activity does not involve door-to-door solicitation of residents within the neighborhood; exceptions would be selling of Girl Scout cookies, fundraisers for local schools and sports organizations, and community garage sales. moving or estate sales as approved by the Board;
- (5) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Lot which is noticeably greater than that which is typical of residences in which no business activity is being conducted;
- (6) the business activity is consistent with the residential character and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the community and may be determined in the sole discretion of the Board; and
- (7) the business does not require the installation of any machinery other than that customary to normal household operations.

(c) The Board is authorized to insure that home businesses comply with the above standards and to make factual determinations regarding the impact of a home business on the residential character of the community. If, in the judgment of the Board, a home business has a detrimental impact on the residential quality of the community or otherwise constitutes a nuisance, it is authorized to require that the Owner cease the home business or alter it to the Board’s satisfaction.

Rule 2. Leasing of Single Family Residence -

(a) Definitions. For purposes of this subsection, the terms "Lease" and "Leasing" shall refer to the regular, exclusive occupancy of a residence by any person other than the

Owner, for which the Owner receives any consideration or benefit including, without limitation, a fee, service, or gratuity. "Rent," rentals," or "renting" shall have the same meaning.

(b) Leases Approved. If the lease or leasing strictly complies with the following terms and conditions, the lease shall be deemed approved without further action by either the Owner or the Board:

(1) Written Lease. All leases for any Property must be in writing and shall provide that:

(i) such lease is specifically subject to the provisions of this Declaration and all other Governing Documents of the Association;

(ii) any failure of the Owner or tenant to comply with the terms of the Declaration and all other Governing Documents shall be deemed to be a default under such lease; and

(iii) the Owner acknowledges giving to the tenant copies of the Declaration and all other Governing Documents or references in the lease the Association website where all governing documents are located, as a part of the lease.

(2) Notice to Association. Within 10 days of a lease being signed, the Owner of the leased residence shall notify the Association of the lease, send to the Association or its management company the following information as required by section 209.016 of the Texas Property Code;

(i) contact information, including the name, mailing address, phone number and email address of each person who will reside at a property in the subdivision under a lease; and

(ii) the commencement date and term of the lease;

(3) Whole House. Any residence/lot that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased.

(4) One Family. It is expressly forbidden to rent or lease and occupy an Owner's Lot or residence to more than one Single-Family.

(5) Lease Term. The lease shall provide for a minimum initial term of at least twelve (12) months. The residence may not be subleased and the lease may not be assigned during the initial twelve month term.

(6) Termination. In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board. The Board may grant approval for such a new lease if it determines that the Owner acted in good faith with no intent to circumvent the requirements of

this subsection and could not have reasonably anticipated the early termination of the previous lease at the time the previous lease was signed.

(7) Advertisements. No residence or Lot or portions of the Lot shall be advertised for lease for a period less than twelve (12) months. Further, no home or lot shall be advertised or listed on any short term or vacation rental website, media platform or database (e.g. Airbnb, VRBO, Flipkey, HomeAway, Hometogo, Swimply, etc.)

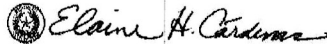
(c) Leases Prohibited. Leasing of residences other than in strict conformity with subsection 2 (b) hereof, including short-term or vacation rentals, is prohibited.

(Remainder of page left blank intentionally)

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

24030796 RESOLUTION
08/12/2024 01:27:09 PM Total Fees: \$45.00

 Elaine H. Cárdenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas