

STONE CREEK PROSPER HOMEOWNERS' ASSOCIATION

P.O. Box 1649, Prosper, TX 75078 Website: stonecreekhoa.com Email: board@stonecreekhoa.com

Dear Stone Creek Homeowners,

As was communicated during the 2022 Annual Homeowners Meeting held on October 4, 2022, the Board of Directors is proposing amending and/or adding language to the current Covenants, Conditions, & Restrictions (CC&R's) that helps govern the affairs of the Stone Creek Prosper Homeowners Association.

Enclosed are the proposed changes the Board is putting forth, for the Homeowners, to review and vote upon. There are six (6) separate amendments for you to review, addressing the following:

- Architectural Committee
- Fences – two (2) separate amendments
- General Maintenance
- Property Rentals
- Roofs

The reason for the changes are to address sections of the CC&R's that need updating so they are more clear and less ambiguous. Further, with the CC&R's being over twenty years old, some of the language and requirements are dated and needed revisions to reflect the current time period.

We are requesting that your vote be returned before the end of business on **March 31, 2023**. It is important that we receive everyone's vote, as it takes 67% approval of the voting members to change the CC&R's. The vote can be returned either by mail to Stone Creek Prosper Homeowners' Association, Inc., P.O. Box 1649, Prosper, TX 75078; or by e-mail to board@stonecreekhoa.com. If there are any questions on the amendments, please contact the Board at board@stonecreekhoa.com. You can also attend any of the monthly board meetings that are scheduled prior to March 31, 2023. The Board meets the 2nd Tuesday of each month. Meeting dates and times are posted on the stonecreekhoa.com website.

Regards,

Board of Directors
Stone Creek Prosper Homeowners' Association, Inc.

December 6, 2022

Re: **Notice of Proposed Amendment Vote**
Stone Creek Prosper Homeowners' Association, inc.

Dear Owner:

The Board of Directors has proposed SIX (6) amendments to the Amended and Revised Declaration of Covenants, Conditions and Restrictions for Stone Creek (the "Declaration"). These amendments are summarized as follows:

- Article VIII, Section 8.04 of the Declaration regarding roofs: Amend the Declaration to add restrictions on roofing shingles and to permit certain shingles that are wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities.
- Article VIII, Section 8.07 of the Declaration regarding fences: Amend the Declaration to add restrictions on fences.
- Article VIII, Section 8.12 of the Declaration regarding maintenance: Amend the Declaration to expand owners' maintenance obligations to include maintenance standards for the structures on an owner's Lot.
- Article VIII, Section 8.27 of the Declaration regarding the Architectural Committee: Amend the Declaration to clarify that the Board may appoint and remove members of the Architectural Committee.
- Article VIII, Section 8.28 of the Declaration regarding fence maintenance. Amend the Declaration to add specific provisions to address maintenance of fences.
- Article XI of the Declaration regarding leasing and ownership: Amend the Declaration to add restrictions on leasing and ownership of Lots in the Association.

Pursuant to Section 209.0041(h) of the Texas Property Code, the Declaration currently may be amended by a vote of 67 percent of the total votes allocated to property owners entitled to vote on the amendment of the Declaration.

Enclosed please find a copy of the ballot/written consent for voting on the amendments as well as the text of the actual amendments. Please indicate your votes on the enclosed written consent, as well as print your name, sign and date the written consent where indicated. The Association asks that you return this as soon as possible so that the Association can complete the amendment process, if some or all of the amendments pass, in a timely fashion. The deadline to submit your written consent to be counted is close of business on March 31, 2023.

Should you have any questions regarding the proposed amendments, please contact the Association at board@stonecreekhoa.com.

Sincerely,

Board of Directors,
Stone Creek Prosper Homeowners' Association, Inc.

By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

STONE CREEK PROSPER HOMEOWNERS' ASSOCIATION, INC.

**VOTE BY BALLOT/WRITTEN CONSENT TO APPROVE
AMENDMENTS TO THE AMENDED AND REVISED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONE CREEK**

This Ballot/Written Consent may be submitted to the Association on or before March 31, 2023, either:

- (1) by mail to Stone Creek Prosper Homeowners' Association, Inc., P.O. Box 1649, Prosper, TX 75078; or
- (2) by e-mail to board@stonecreekhoa.com.

AMENDMENT #1: Amend Article VIII, Section 8.04 of the Declaration regarding roofs.

Amend Article VIII, Section 8.04 of the Declaration entitled "Roofing Restrictions" to state as shown on Exhibit A, Amendment #1 hereto.

IN FAVOR OF ROOFING AMENDMENT

AGAINST THE ROOFING AMENDMENT

PLEASE MARK YOUR VOTE AS SHOWN HERE:

AMENDMENT #2: Amend Article VIII, Section 8.07 of the Declaration regarding fences.

Amend Article VIII, Section 8.07 of the Declaration entitled "Fences" to state as shown on Exhibit A, Amendment #2 hereto.

IN FAVOR OF FENCES AMENDMENT

AGAINST THE FENCES AMENDMENT

PLEASE MARK YOUR VOTE AS SHOWN HERE:

AMENDMENT #3: Amend Article VIII, Section 8.12 of the Declaration regarding maintenance.

Amend Article VIII, Section 8.12 of the Declaration to replace it with a new section entitled "General Maintenance" to state as shown on Exhibit A, Amendment #3 hereto.

IN FAVOR OF MAINTENANCE AMENDMENT

AGAINST THE MAINTENANCE AMENDMENT

PLEASE MARK YOUR VOTE AS SHOWN HERE:

AMENDMENT #4: Amend Paragraph 3 of Article VIII, Section 8.27 of the Declaration regarding the Association's Architectural Committee.

Amend Paragraph 3 of Article VIII, Section 8.27 of the Declaration entitled "Architectural Committee" to state as shown on Exhibit A, Amendment #4 hereto.

IN FAVOR OF COMMITTEE AMENDMENT

AGAINST THE COMMITTEE AMENDMENT

PLEASE MARK YOUR VOTE AS SHOWN HERE:

AMENDMENT #5: Amend Article VIII of the Declaration to add a new Section 8.28 thereto regarding fence maintenance.

Amend Article VIII of the Declaration to add a new Section 8.28 thereto entitled "Fence Maintenance" to state as shown on Exhibit A, Amendment #5 hereto.

IN FAVOR OF MAINTENANCE AMENDMENT

AGAINST MAINTENANCE AMENDMENT

PLEASE MARK YOUR VOTE AS SHOWN HERE:

AMENDMENT #6: Amend the Declaration to add a new Article XI thereto to govern leasing and ownership of Lots.

Amend the Declaration to add a new Article XI thereto entitled "Leasing and Ownership of Lots" to state as shown on Exhibit A, Amendment #6 hereto.

IN FAVOR OF LEASING AMENDMENT

AGAINST THE LEASING AMENDMENT

PLEASE MARK YOUR VOTE AS SHOWN HERE:

Signature of Member: _____ **Date:** _____

Printed Name of Member: _____

Address: _____

Email Address: _____ **Phone:** _____

Although the Association does not anticipate holding a meeting to discuss and vote on the above proposed amendments, the following language is included in order to comply with the Texas Property Code:

By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail.

Exhibit A: Proposed Amendments

1. **AMENDMENT #1 - ROOFS:** Amend Article VIII, Section 8.04 of the Declaration regarding roofs to state as follows:

8.04 Roofing Restrictions. All roofing shall be constructed of thirty (30) year or better composition shingles. Color must be weathered wood, black, or gray slate. All shingles must have a thickness of approximately 240 pounds per square. No other color or material shall be permitted. Shingles must have architectural/dimensional appearance. All roofing must be installed in a system which will give an approved Class A fire-rated construction. No wood shingle products are allowed.

Alternatively, owners may install shingles on the roof of the dwelling which are (1) designed to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities; and (2) when installed, (1) resemble the shingles used or otherwise authorized for use on property in the subdivision, (2) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision, and (3) match the aesthetics of the property surrounding the owner's property.

Any plan for roof replacement must be submitted to the Architectural Committee for consideration. A request should list materials (e.g., color, and type of shingles) and include color samples or photographs for approval prior to installation. The Architectural Committee will only approve roofing material which is of the highest grade and quality, and which is consistent with the design, colors, and appearance of other improvements within the development.

2. **AMENDMENT #2 - FENCES:** Amend Article VIII, Section 8.07 of the Declaration regarding fences to state as follows:

8.07 Fences.

- Fences must comply with current Town of Prosper Fence Ordinance
- Wooden fences must be of a flat top design, have a top cap and shall be constructed as board-on-board with a top rail or shall be made of ornamental wrought iron, metal or tubular steel.
 - To ensure uniformity within the community, fences adjacent to the park area in the center of the Stone Creek community (area between Stone Creek Drive and Creek View Drive) shall be made of ornamental wrought iron, metal or tubular steel.
- No chain-link fences or other wire-type fences shall be erected or located on any Lot so as to be visible from the front, side or rear of the Lot.
- No visible fence, wall or hedge shall exceed eight feet (8') in height.
- Any fence erected, placed or altered on any Lot nearer to any street than the minimum building setback line as set forth in Section 8.05 of this Article shall be constructed of ornamental wrought iron, metal or tubular steel, must be painted black and not exceed four foot (4') in height
- Wood material shall be insect-resistant cedar only.
- Fence shall have its back side (the side with exposed posts or rails) oriented away from view from the adjacent street or right-of-way.

- All wood fences shall be stained (visible and interior non-visible)
 - To ensure uniformity within the community, Ready Seal Stain “Light Oak” is the only color that is permitted.
 - Alternative products and color options may be permitted by the Architectural Committee, but uniformity shall be maintained.
- All ornamental wrought iron, metal or tubular steel must be painted black.
- No fence, wall, hedge, shrub, planting, or other obstructions to view in excess of two foot (2') in height, except trees pruned high enough to permit unobstructed vision to automobile drivers, shall be placed within the triangular areas at the intersection of streets and driveways without approval from the Architectural Committee.
- Appearance of fencing facing Preston Road shall be maintained based on guidelines determined by the Architectural Committee to ensure uniformity along the exterior of the community.

3. **AMENDMENT #3 – GENERAL MAINTENANCE:** Amend Article VIII, Section 8.12 of the Declaration regarding maintenance to state as follows:

8.12 General Maintenance. Owners and occupants are responsible for the appearance and condition of their residence and will actively keep and maintain their Lot in a neat, clean, orderly, and visually appealing condition, as determined by the Board in its sole discretion. The Board of Directors may take enforcement actions in the event that an Owner or occupant fails to:

- a) Control weeds, grass, or other unsightly growth;
 - i. If, at any time, an Owner shall fail to control weeds, erosion, grass and/or other unsightly growth on his Lot or on the frontage of his Lot, the Board of Directors shall have the authority and right to go onto said Lot for the purpose of controlling such weeds, grass or unsightly growth and shall have the authority and right to assess and collect from the Owner of such Lot for controlling such unsightly growth on each respective occasion of such maintenance. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, shall be an individual special assessment against the Lot pursuant to Article V of this Declaration.
- b) Remove trash, rubble, or other debris;
- c) Exercise reasonable care or conduct to prevent or remedy any unclean or unsightly condition. Owners must conduct active maintenance including the following:
 - i. Prompt mowing of weeds, grass, or other unsightly growth on lots;
 - ii. Prompt removal of all litter, trash, refuse, and waste;
 - iii. Lawn mowing and edging on a regular basis; with clean-up of grass clippings so as not to go into street or remain on sidewalk;
 - iv. Tree and shrub pruning; Trees overhanging a sidewalk must have an eight-foot (8') clearance;
 - v. Maintaining required minimum of two (2) trees with a minimum caliper of two and one-half inches (2-1/2") in the front yard of Owner's Lot;
 - vi. Maintaining street facing, outside the fence landscaping and foundation planting;
 - vii. Watering lawns and landscaped areas when needed for the grass and plants to survive;

- viii. Keeping exterior lighting in working order;
 - ix. Keeping lawn and garden areas alive, free of weeds as possible, and attractive;
 - x. Keeping parking areas and driveways in good repair;
 - xi. Complying with all governmental health and safety requirements;
 - xii. Repairing of improvements;
 - xiii. Maintaining all exterior surfaces of structures;
 - xiv. Maintaining and repairing fences, walls, and retaining walls; and
 - xv. Prompt removal of any ponding water on a Lot that contains or is adjacent to a residence.
- d) Place garbage containers on the street in front of the owner's dwelling no earlier than the day before collection and remove by end of the collection day and shall otherwise be in compliance with applicable ordinances of the City.

4. AMENDMENT #4 – ARCHITECTURAL COMMITTEE: Amend Paragraph 3 of Article VIII, Section 8.27 of the Declaration regarding the Architectural Committee to state as follows:

The Architectural Committee shall consist of a minimum of three (3) and a maximum of five (5) members who shall be appointed by, and shall serve at the discretion of, the Board of Directors. The Board of Directors shall establish the organizational structure, qualifications for membership, terms, removal and replacement guidelines to fill vacancies. The Architectural Committee shall in no event be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall receive no fees or compensation for its services.

5. AMENDMENT #5 – FENCE MAINTENANCE: Amend Article VIII of the Declaration to add a new Section 8.28 thereto regarding fence maintenance to state as follows:

8.28 Fence Maintenance Guidelines. The following guidelines are to be followed, in spirit, when performing inspections of a constructed fence and in regard to homeowner complaints.

Physical Fence Guidelines:

When observed from the nearest street or intersection, a fence shall:

- Not have any gaps in the fence where boards or section(s) of the fence are missing.
- Not have any broken or split boards.
- Not have any boards with significant rot.
- Be composed of all the same type of board and must be consistent with the approved materials for the neighborhood.
- Not be leaning.
- Be of sound construction so as to not be a hazard to anyone near the fence.
- Not have warped or bent boards, where the board cannot generally be warped more than the depth of the board (or greater).
- Not have pickets repaired by attaching (parts of) other pickets to them.
- Not have a non-working or non-closing gate.

Fence Stain Guidelines:

When observed from the nearest street or intersection, a fence stain shall:

- Be stained with the approved brand and stain color options determined by the Architectural Committee.
- Not have any variations in stain composition or color.
- Not have any boards which are not stained.
- Not have any boards with washed-out or faded stain to an extent where the stain is no longer seen (see examples provided).

Examples:

For illustration only, below are example images of fences no longer in compliance with the spirit of above-mentioned guidelines.



Example 1: Sprinkler Pattern has completely removed stain from bottom half of pickets.



Example 2: Boards warped beyond acceptable standards.



Example 3: Violations include washed-out stain, warped pickets, and a leaning section of fence.



Example 4: Washed-out stain and new pickets without stain.

6. **AMENDMENT #6 – LEASING AND OWNERSHIP:** Amend the Declaration to add a new Article XI thereto govern leasing and ownership of lots, with the new Article XI to state as follows:

Article XI
Leasing and Ownership of Lots

11.01 “Leasing,” as used in this Section, is defined as regular, exclusive occupancy of the Dwelling on a Lot (“Dwelling”) by any person other than the Owner. For purposes of this Section, if a Dwelling is owned by a trust and the beneficiary of the trust is living in the Dwelling, that Dwelling shall be considered Owner-occupied rather than leased. “Leasing” shall not include a lease back in connection with the sale of a Lot, where the seller of the Lot transfers title to the Lot and then leases the Lot back from the purchaser. For purposes hereof,

“immediate family” shall include the mother, father, daughter, son, sister, brother, grandmother, grandfather, grandson, or granddaughter of the Owner of the Lot.

11.02 Upon acquiring an ownership interest in a Lot, the Owner may not lease the Dwelling on the Lot until the expiration of twenty-four (24) consecutive months from the date of the closing of the sale of the Lot or recording of the deed to the Lot which conveys title, whichever is earlier.

11.03 All leases shall be in writing. Except as provided in below, no Dwelling or Lot shall be leased for a term of less than twelve (12) full consecutive calendar months, nor shall any lease be for less than the entire Dwelling or entire Lot. Upon entering into a lease, the owner must provide to the Board within ten (10) days after execution of the lease: (i) contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside in the Dwelling on the Lot; and (ii) the commencement date and term of the lease. d) For special events in and around the Stone Creek community, including but not limited to major golf tournaments, the Association will permit Owners to lease their Dwellings on a short-term basis provided (i) the Owner’s Dwelling may only be leased up to ONE (1) time per calendar year on a short-term basis, (ii) such short-term leasing cannot exceed a term of ten (10) days, (iii) the Owner must provide notice to the Board of the Owner’s intention to lease his or her Dwelling on a short-term basis at least ten (10) days prior to entering into any short-term lease, and (iv) the Owner must pay a fee, hereinafter the “Special Event Rental Fee” to the Association prior to the start date of the lease term. The amount of the Special Event Rental Fee may be established and/or changed by the Board from time to time through a Board resolution which is recorded with the county.

11.04 Dwellings may not be used or leased for hotel or short-term rental purposes, and Owners may not list their Dwelling for lease on short-term rental websites such as www.airbnb.com, www.vrbo.com, www.homeaway.com, or other vacation or short-term rental websites.

11.05 No Dwelling may be leased to 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 (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 municipal or county ordinance, or any other state or federal law or regulation. A “Sex Offender” for purposes of this Declaration also includes a person who is required to register as a sex offender 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.

11.06 No Dwelling shall be leased unless the terms and provisions of such lease specifically provide that such Dwelling may not be sublet/subleased to or be occupied by persons other than those named in the lease without the prior written approval of the Board.

11.07 Notwithstanding any provision to the contrary, the Board shall be empowered to allow leases of Dwellings that do not comply with this Section upon the Owner’s written application for an exception because of undue hardship on the Owner. Those Owners who have demonstrated that the inability to lease their Dwelling would result in undue hardship and have obtained the requisite approval of the Board may lease their Dwelling upon such terms and conditions as approved by the Board.

11.08 The Association may charge a registration fee that must be submitted along with the lease information required by Subsection (b) above. The registration fee is currently \$300 as of the adoption and recordation of this amendment, but may be changed by the Board through a recorded resolution. If an owner fails to tender this registration fee to the Association, the Association may levy the fee as an individual special assessment pursuant to Article V, Section 5.1 of this Declaration.

11.09 The owner of the Lot must make available to the lessee copies of the Governing Documents.

11.10 Notwithstanding any lease or the terms of any lease agreement between an Owner and lessee, the Owner is always fully responsible for compliance in all respects with this Declaration and any and all other Governing Documents.

11.11 The Association shall have the power and authority to enforce the leasing and occupancy restrictions contained in this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Lot which does not comply with the requirements and restrictions hereof. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. 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 judgment of the Board are reasonably necessary to monitor compliance with this Section.

11.12 The Board may adopt further additional reasonable rules regulating leases and subleases.

11.13 The Board shall have the right to collect rents from any tenant of an Owner that is more than sixty (60) days delinquent in the payment of any amount due to the Association. The payment of such rents to the Association pursuant to this Subsection shall not constitute a default under the lease.

11.14 It is not the intent of the Association to exclude from a Dwelling any individual who is authorized to so remain by any state or federal law.

11.15 The following fines have been established by the Board pursuant to the enforcement authority set forth in the Declaration, as amended: Owners violating these leasing restrictions, including, without limitation, a violation of the minimum lease term, may be fined at the discretion of the Board in the amounts set forth below:

Violation	Fine Amount
Failure to Register	\$300 per week
Unauthorized Rental	\$300 per week
All Other Violations	\$50 First Fines
All Other Violations	\$100 Subsequent Fines

11.16 Existing Leases. Copies of all leases in existence as of or prior to the date this amendment has been recorded must be provided to the Association within ninety (90) days after the date of recordation of this amendment to the Declaration.

11.17 Each Owner is also restricted from owning more than one (1) Lot located in the Property. The goal is to preserve the Property as one of predominantly owner-occupied Lots. This restriction shall not apply to preclude an Owner from purchasing a Lot for the purpose of allowing a member of his or her family to reside in the Lot.
