



The following rules shall govern the use of a Lot for short-term rental:

- a. **Noise Restrictions.** Rental property will be equipped with noise monitors (such as Minut dB) that alert the Owner or the Owner's designated Management Company when the property's interior decibel level reaches a level over 60.
  - i. Community quiet hours are observed from 10:00 pm – 7:00 am.
  - ii. Excessive noise inside the dwelling and community (music, shouting, yelling) is prohibited.
  - iii. Short term rental occupants must keep noise to a minimum as to not disturb the occupants of neighboring properties – especially during nighttime hours and upon arrival and departure.
- b. **Prohibited Activities.** Loud noises, offensive odors, public intoxication, use or distribution of illegal drugs, loitering, lewd conduct, illegal activity, or any other activity which unreasonably interferes with another resident's peaceful use and enjoyment of his or her property is prohibited. Parties, events, and gatherings are strictly prohibited.
- c. **Maximum Occupancy.** No more than ten (10) individuals may occupy a Lot under a short-term rental.
- d. **Work Restrictions.** All work must be done between the hours of 7:00 am – 6:00 pm unless otherwise approved by the HOA.
  - i. No standing/parking of any objects, items, or vehicles in the driveway of The Mirar community or occupants' Lots.
  - ii. Driveway paths should be kept clear at all times. Occupants can find additional parking on the street.
- e. **Pet Restrictions.** No pets of any kind are permitted on the property except for certified service animals.
- f. **Owner Registration.** Owners who wish to lease their dwellings on a short-term basis must register their Lot with the Association and provide the name and contact information, including phone and email address, of a person who is available 24/7 to respond to issues or complaints involving their occupants. The Association may assess an annual registration fee against Owners who wish to lease their Lots on a short-term basis. The Owner or the Owner's designated contact must attempt to resolve any such complaints as quickly as possible, but in no event exceeding 24 hours from the submission of the complaint. The Board may cancel the registration of any Owner who fails to promptly respond to other resident's complaints or whose occupants violate the provisions of this Paragraph 9.
- g. **Occupant Restrictions.** Prior to leasing his or her Lot on a short-term basis, the Owner or the Owner's Management Company must obtain

and maintain a background report on each adult occupant under the lease. Owners may not lease to or allow any person to reside in or occupy a dwelling who has been convicted within the previous ten (10) year period of any felony crimes involving violence; crimes against persons; sex crimes; illegal drugs; murder; criminal gang activity; manufacture, sale or use of drugs; prostitution; theft; burglary; larceny; or any crime involving a minor. "Sex offenders," as defined below, are prohibited from leasing, residing in or occupying any dwelling and Owners are strictly prohibited from entering any lease with or allowing any sex offender to occupy or reside in a dwelling. For purposes of this Section, 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 (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. **IT SHALL BE THE OWNER'S SOLE DUTY AND RESPONSIBILITY TO VERIFY WHETHER ANY PROSPECTIVE OCCUPANT OR OCCUPANT OF THE OWNER'S DWELLING IS A CONVICTED FELON OR REGISTERED SEX OFFENDER.** If the Owner believes that the individual circumstances surrounding an occupant's conviction evidence that the occupant may not pose a risk to the community, the Owner may present such evidence to the Board for consideration.

- h. **Lease Content.** Any lease of a dwelling 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 Paragraph 9. Any tenant, by occupancy of a dwelling, agrees to the applicability of this Paragraph 9 and incorporation of the following language into the lease:

The tenant shall comply with all provisions of the Association's governing documents and shall control the conduct of all other occupants and guests of the leased dwelling in order to ensure their compliance and that tenant has received a copy of the foregoing documents of the Association from the Owner or the Owner's Management Company.

Any violation of the Association's governing documents by the tenant or any occupant of the dwelling, 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 tenant in accordance with Texas law. The Owner, by entering into a lease, delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Association's

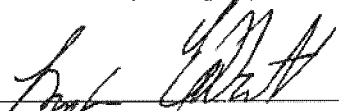
governing documents, including the power and authority to evict the tenant and all other occupants as attorney-in-fact on behalf and for the benefit of the Owner.

- i. **Enforcement.** Any lease of a Lot entered into without complete and full compliance with the terms herein shall be deemed void and of no force and effect and shall confer no possessory interest in a Lot to the purported tenant. The Association shall have the power and authority to enforce this Paragraph 9 in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any dwelling who do not comply with the requirements and restrictions of the Association's governing documents. In addition to any other remedy the Association may have pursuant to Texas law or the Association's governing documents, any violation of this Paragraph 9 may be subject the Owner to a daily fine of up to \$50.00. **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 UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS PARAGRAPH.** The Owner shall be responsible for any and all legal expenses and costs incurred by the Association in evicting or otherwise removing the occupants of the Owner's dwelling if necessary to enforce compliance with this Paragraph 9.

2. Except as modified by this Second Amendment, the Declaration and the First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned has executed this Second Amendment as of the date first written above.

**CEDARS DEVELOPMENT, LLC,**  
a Texas limited liability company

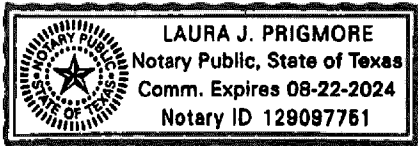
By:   
 Name: Bryan Elliott  
 Title: Declarant

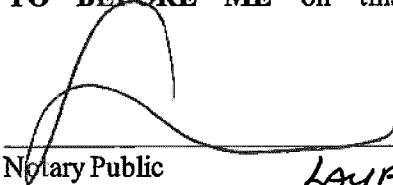
**ACKNOWLEDGEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

BEFORE ME, the undersigned authority, on this day personally appeared BRYAN ELLIOTT of CEDARS DEVELOPMENT, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said company.

SUBSCRIBED AND SWORN TO BEFORE ME on this 6<sup>TH</sup> day of October, 2022.



  
Notary Public           LAURA PRIGMORE  
My Commission Expires: 8/22/2024

**AFTER RECORDING, RETURN TO:**  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd., Suite 500  
Dallas, Texas 75219

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202200265238

eRecording - Real Property

Recorded On: October 06, 2022 02:36 PM

Number of Pages: 6

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**" Examined and Charged as Follows: "**

Total Recording: \$42.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202200265238  
Receipt Number: 20221006000655  
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User: Lynn G  
Station: CC53

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX