



**FIRST AMENDMENT**  
*to the*  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
*for*  
**THE ESTATES AT TOUR 18**

THE STATE OF TEXAS     §  
   §  
 COUNTY OF DENTON     §

WHEREAS, Tour 18 Investments, Ltd., a Texas limited company, as Declarant, caused the "Declaration of Covenants, Conditions and Restrictions for the Estates at Tour 18" (the "**Declaration**") to be recorded in the Official Public Records of Real Property of Denton County, Texas on or about May 31, 1994, under Document No. 94-R0043555, which instrument imposed various covenants, conditions and restrictions on the land described in Exhibit A to the Declaration (the "Subdivision"); and

WHEREAS, the Declaration provides the Subdivision will be governed by The Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association"); and

WHEREAS, Section 209.0041(h) of the Texas Property Code (the "Code"), **the requirements of which supersede any contrary requirement in a dedicatory instrument**, provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners in the property owners association unless the declaration contains a lower percentage, in which case the lower percentage controls; and

WHEREAS, not less than sixty-seven percent (67%) of the Members of the Association approved this Amendment in person or by proxy at a duly constituted meeting of the Members.

NOW, THEREFORE, the Association amends the Declaration as follows:

**Article 3, Section 3.32 is deleted in its entirety and is replaced with the following:**

**3.32. Restrictions on Leasing.**

**3.32.1 Definitions.**

- (a) "Dedicatory Instruments" means as same is defined in Texas Property Code Section 209.002(4).
- (b) "Extended Family" means any family other than an Owner's spouse, children, or step-children.
- (c) "Lease" means any agreement between an Owner and Tenant that establishes or modifies the terms, conditions, rules, or other provisions regarding the use and occupancy of a Lot. A Lease may exist whether or not rent is charged. For example,



if a member of an Owner's Extended Family is occupying a Lot but is not being charged rent, the Extended Family member is considered a Tenant.


- (d) "Leaseback" means an arrangement where the seller of a home within the Subdivision leases the Lot back from the buyer. In a leaseback arrangement, the specifics of the arrangement are made immediately after the sale of the Lot, with the amount of the payments and the time period specified.
- (e) "Tenant" means a person who is authorized by a Lease to occupy a Lot to the exclusion of others and who is obligated under the Lease to pay rent.

### 3.32.2 Leasing Lots.

- (a) A Lot may only be leased for single family residential purposes. A Lease for a residential purpose *does not* include a Lease to Tenants temporarily or where the Tenants do not intend to make the Lot their home.
- (b) Residential purpose *does not* include a Lease of a Lot for use as transient housing, including but not limited to, rental services, online rental services (or other similar service or program), hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental.
- (c) Residential purpose means to occupy a place over a substantial period such that it is permanent rather than temporary evidenced by one's physical presence simultaneous with a then-existing intent to remain.
- (d) Residential purpose does include a Lease of a Lot for use as permanent housing.
- (e) All Leases will be for a period of not less than ninety (90) days.
- (f) Upon acquiring an ownership interest in a Lot, an Owner may not Lease the Lot, or any portion thereof, until the expiration of twelve (12) 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; provided that Owner may Lease the Lot thereon pursuant to Board approval based on an exception for undue hardship, as defined below. After the expiration of the twelve (12) month period, the Owner may Lease the Lot subject to this Section. This Section 3.32.2(f) shall apply only to Owners whose ownership interest in the Lot to be leased is acquired after the recording date of this Amendment.
- (g) All Leases will be in writing; no oral leases are permitted.
- (h) An Owner must provide thirty (30) days' notice to the Board of the Owner's intent to Lease the Lot and the Owner will provide a fully executed copy of the Lease, and any and all documentation related to the Lease, to the Board and Association's managing agent, no less ten (10) days after execution by Owner and Tenant.
- (i) no Lot may be subdivided for rent purposes, and not less than an entire Lot may be leased.



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(j) an Owner is responsible for providing Tenant with copies of the Declaration, Bylaws, and Rules & Regulations.

(k) Any sensitive personal information (as defined by Texas Property Code Section 209.016) may be redacted from the Lease.

**3.32.3 Tenants Bound.** All provisions of the Dedicatory Instruments and governing documents applicable to the Subdivision and Owners, will also apply to all Tenants, including guests and invitees of Tenants. Every Owner will cause all Tenants to comply with the Dedicatory Instruments and governing documents, and every Owner will be responsible for all violations, losses, damages, fines and sanctions caused by a Tenant, notwithstanding the fact that such Tenant is jointly and severally liable and will be sanctioned for any violation. In addition to all other remedies available to the Association in the event of a violation by a Tenant, the Association may require that Owner have the Tenant removed from, and not be allowed to return to, the Subdivision and/or that any Lease, agreement or permission given be terminated. This leasing provision must be attached to any Lease. Tenants must agree in writing to be bound by the Dedicatory Instruments and governing documents.

**3.32.4 No Application to a Leaseback.** This provision does not restrict, limit or in any way interfere with any Owner from participating in a leaseback upon the sale of a Lot in the Subdivision.


**3.32.5 Association's Rights Regarding Tenants.** The Association shall have the right, but not the obligation to:

- (a) evict an Owner's Tenant for the Tenant's violation of the Declaration, Bylaws, and/or Rules & Regulations; and
- (b) bring a forcible entry and detainer action against an Owner's Tenant who fails to pay the Association for the cost of repairs to Common Areas damaged substantially by the Tenant.

**3.32.6 Non-Compliance.** Leasing of a Lot not in compliance with the provisions of this Section 3.32 and any provision of the governing documents will be considered a violation of the governing documents and the Dedicatory Instruments governing the Subdivision.

**3.32.7 Exceptions.** If an Owner wishes to lease a Lot in a manner otherwise prohibited by this Section 3.32, the Owner must obtain the prior written approval of the Board. The Board may, in its sole discretion, make an exception of an Owner's written request to Lease the Lot to avoid undue hardship. Undue hardship may include, but not be limited to, when: (1) an Owner must relocate to another region; (2) the Lot is being administered by a deceased Owner's estate; (3) an Owner temporarily relocates and intends to return to occupy the Lot; or (4) the Lot is to be leased to a member of an Owner's Extended Family. However, the Board has the discretion to deny a request to Lease due to undue hardship even in cases of the above examples and no liability can stem from the Board's approval or denial of a request for leasing under a claim of undue hardship. Owner's application must state why this prohibition against leasing would result in undue hardship to Owner, and describe the circumstances necessitating the leasing.

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This First Amendment to the Declaration is part of and will be interpreted in accordance with the Declaration. Except as amended herein, all provisions in the Declaration remain in full force and effect.

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**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the President of The Estates at Tour 18 Homeowners Association, a Texas non-profit corporation;

That this instrument constitutes the First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Estates at Tour 18, and was approved by not less than sixty-seven percent (67%) of the Members of the Association in person or by proxy at a duly constituted meeting of the Members.

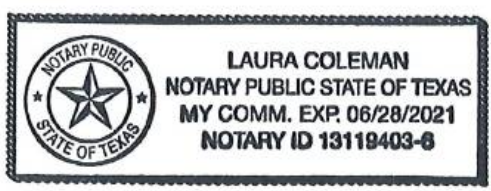
IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 19 day of August, 2019.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By: [Signature]  
Print Name: Jeff Rettig  
Title: President

THE STATE OF TEXAS    §  
                                     §  
COUNTY OF DENTON    §

BEFORE ME, the undersigned notary public, on this 19th day of August, 2019 personally appeared Jeff Rettig, President of The Estates at Tour Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



[Signature]  
Notary Public in and for the State of Texas

Return to:  
Clayton Hearn  
ROBERTS MARKEL WEINBERG BUTLER HAILEY, PC  
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