

**FIRST SUPPLEMENTAL DECLARATION  
TO COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE ESTATES AT TOUR 18**

This FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Supplemental Declaration") is made as of this 11<sup>th</sup> day of Dec., 2003, by Tour 18 Inc., ("Declarant").

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and Restrictions on the 17th day of May 1994, and which was recorded on May 31, 1994 under Clerk's File Number 94-R0043555 (the "Declaration"); and

WHEREAS the Declarant has determined to annex the Annexed Property; and

WHEREAS the Declarant reserved the right, for a period of twenty-five (25) years from the date of recording of the Declaration, to annex Annexable Property to the Community Area under paragraph 6.8 of the Declaration upon only the filing of a Supplemental Declaration and a Plat.

NOW THEREFORE, Declarant hereby declares as follows:

**Article 1.**

**DEFINITIONS**

Unless otherwise expressly defined below, the words and phrases used in this First Supplemental Declaration shall have the meanings specified in the Declaration.

1.1 First Supplemental Declaration. "First Supplemental Declaration" shall mean this First Supplemental Declaration of Covenants, Conditions and Restrictions.

1.2 Annexed Property. The term "Annexed Property" shall mean the following property which is added to the Community Area:

BEING a tract of land out of the M.E.P. & P.R.R. Company Survey, Abstract No. 928, in DENTON County, Texas, and being part of a 115.148 acre tract of land described in Deed to KAMORE ENTERPRISES, INC., recorded in Volume 3215, Page 967 of the Deed Records of Denton County, Texas and being more particularly described as follows:

See "EXHIBIT "A" attached hereto and incorporated herein by reference.

## Article 2.

### GENERAL PROVISIONS

2.1 Annexed Property Subjected to Declaration. The Annexed Property is annexed to the Community Area and is and shall be subject to the terms and provisions of the Declaration.

2.2 Incorporation of the Declaration. The terms of the Declaration are incorporated into this Supplemental Declaration by reference thereto.


2.3 Annexed Property subject to the jurisdiction of the Association.

The Annexed Property is subject to the jurisdiction of the Association, and is not subject to any subassociation.

2.4 Declaration in Full Force and Effect. The Declaration, except as expressly modified herein, remains in full force and effect and is hereby ratified and confirmed.


EXECUTED as of the day and year first written above.

TOUR 18 INC.

By:   
Dennis S. Wilkerson  
(print name)

Title: President

TOUR 18 HOMEOWNERS  
ASSOCIATION

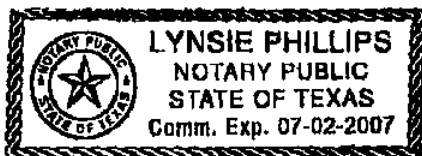
By:   
G. PATRICK KEULIN  
(print name)

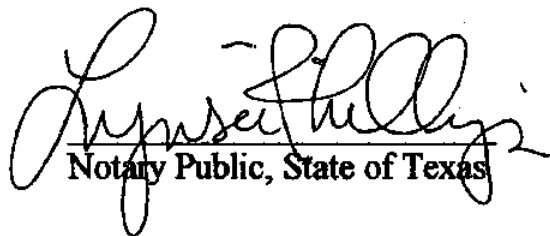
Title: PRESIDENT

STATE OF TEXAS )  
 )  
COUNTY OF ~~DENTON~~ )  
                  HARRIS

BEFORE ME, the undersigned authority, on this day personally  
appeared DEMMIS J. WILKERSON President of Tour 18, Inc., known to me to  
be the person and officer whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed The same for the  
purposes and consideration therein expressed, as the act and deed of said  
limited partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11<sup>th</sup>  
day of DECEMBER, 2003.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Tour 18 Inc.

John J. Adams  
1401 E. 11th Street  
Flower Mound TX 75025  
\_\_\_\_\_

**FIRST AMENDMENT TO THE BYLAWS  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

**STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF DENTON     §**

**THIS FIRST AMMENDMENT TO THE BYLAWS OF THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION** (this "First Amendment") is entered into effective as of March 21<sup>st</sup> 2006, by the Members of The Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Tour 18 Investments, Ltd., a Texas limited partnership, prepared and recorded that certain Declaration of Covenants, Conditions and Restrictions for The Estates at Tour 18 (hereinafter referred to as the "Declaration") on May 31, 1994, under Clerk's File No. 94-R0043555, of the Denton County Deed Records; and

**WHEREAS**, the initial Board of Directors of the Association adopted the Bylaws of The Estates at Tour 18 Homeowners Association (the "Bylaws") to govern the internal operation of the Association; and

**WHEREAS**, Article X of the Bylaws provides for amendment of the Bylaws by the vote of a majority of a quorum of Members who are present in person or by proxy at a regular or special meeting of the Members; and

**WHEREAS**, at a meeting of the Members of the Association duly called by the Board of Directors for the purpose of amending the Bylaws of the Association, the following amendments to the Bylaws were approved by the requisite percentage of Members.

**NOW, THEREFORE**, the Bylaws are hereby amended as follows:

1. Article IV, Section 1 of the Bylaws is amended by deleting this section in its entirety and replacing it with the following:

Section 1. Number and Qualifications. The affairs of the association shall be managed by a board of five (5) directors, who must be members of the association.

2. Article IV, Section 3 of the Bylaws is amended by deleting this section in its entirety and replacing it with the following:



respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes will be elected. Cumulative voting is not permitted. At the 2006 annual meeting, the members shall elect three (3) directors to serve a term of three (3) years each, and two (2) directors to serve a term of two (2) years each. At the expiration of the initial term of office of each member of the board of directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of three (3) years. Directors may be elected to serve any number of consecutive terms.

3. Article IV, Section 7 of the Bylaws is amended by deleting this section in its entirety and replacing it with the following:

Section 7. Term of Office. Except with respect to the two (2) directors elected at the 2006 annual meeting who shall serve a term of two (2) years each, directors shall serve for a term of three (3) years or until his or her successor shall have been elected and qualified.

4. Except as amended hereby, all other terms of the Bylaws remain unmodified and are in full force and effect.

IN WITNESS WHEREOF, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his/her hands effective this 21<sup>st</sup> day of March, 2006, to evidence the passage of this First Amendment.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By: Cusan Dwyer  
Its: President




**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared SUSAN SANFORD, President of the The Estates at Tour 18 Homeowners Association, 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, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21<sup>st</sup> day of March, 2006.



  
Notary Public in and for  
the State of Texas

My Commission Expires: 7/16/2006

When recorded, please return to:

O:

Principal Management Group  
6707 Brentwood Stair Road, #110  
Fort Worth, TX 76112



**SECOND AMENDMENT TO COVENANT ENFORCEMENT AND FINING POLICY  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS SECOND AMENDMENT TO COVENANT ENFORCEMENT AND FINING POLICY**(this "Second Amendment") is made and entered as of April 15, 2013 by resolution of the Board of Directors (the "Board") of the Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Section 8.16 of the Covenants, Conditions and Restrictions of the Association gives the Board the power to adopt Rules & Regulations pertaining to the operation of the Association, including a provision relating to a system of fines for noncompliance of said rules;

**WHEREAS**, a meeting of the Board of Directors of the Association was duly called on April 15, 2013 and properly communicated to Members of the Association

**WHEREAS**, a quorum of the Board was established

**NOW THEREFORE**, by unanimous vote of the Directors, Section 10 – Fines, Subsection a. – Schedule of Fines of the Covenant Enforcement and Fining Policy is hereby amended to read as follows:

**Estates at Tour 18 HOACCR Fine Structure**

Construction/Landscaping violations not cured timely	Up to \$10,000
Comportment violations (property damage, speeding, etc.)	Up to \$5,000
All other Violations (lot/lawn maintenance, garbage, etc.)	Up to \$500

Fines double every 45 days until the violation is cured.  
No aggregate limit for the total amount levied per violation.

**IN WITNESS WHEREOF**, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his hand effective this 16<sup>th</sup> day of July, 2014, to evidence the passage of this Second Amendment.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_

Pat Smith, HOA Board President



## THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION

### COVENANT ENFORCEMENT AND FINING POLICY

**WHEREAS**, the Board of Directors (the "Board") of The Estates at Tour 18 Homeowners Association (the "Association") finds there is a need to establish orderly procedures for the enforcement of the restrictive covenants set forth in the Declaration of Covenants, Conditions and Restrictions for The Estates at Tour 18, as amended from time to time (the "Declaration"), as well as the Bylaws of The Estates at Tour 18 Homeowners Association (the "Bylaws"), for enforcement of any rules and regulations (the "rules and regulations") and for the levying of fines against owners violating the Declaration, Bylaws and the rules and regulations.

**NOW, THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration, Bylaws and the rules and regulations and for the elimination of violations of such provisions found to exist in, on and about the Lots within The Estates at Tour 18 and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within The Estates at Tour 18.

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The

Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed, voting and common area privileges will not be suspended and that no further action will be taken.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.

g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice

of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10<sup>th</sup> day before the date of the hearing. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Corrective Action for Failure to Maintain Lot and Improvements. Notwithstanding any other provision contained herein to the contrary, in the event an owner fails to correct or eliminate a Violation of Section 3.1 of the Declaration within the time period specified in the Notice of Violation or fails to timely request a hearing, the Association may proceed to enter upon the Lot to correct the Violation without further notice to the Owner. The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under the Declaration. The Association may levy and collect the cost and expense incurred by the Association to correct or eliminate the Violation as a Reimbursement Assessment pursuant to Article IX of the Declaration.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

a. A schedule of fines applicable to Violations within The Estates at Tour 18 is as follows:

Notice of Violation Letter - 30 days to cure or \$25 Fine  
Final Notice of Violation Letter - \$25 Fine and 30 days to cure  
Next Violation Letter - \$50 and 30 days to cure  
Next Violation Letter - \$100 and 30 days to cure  
Next Violation Letter - \$200 and 30 days to cure  
Next Violation Letter - \$300 and 30 days to cure  
Next Violation Letter - \$400 and 30 days to cure  
Each Subsequent Violation Letter - \$500 for each 30 day period up to a maximum fine of \$5000 for each Violation.

b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration, the Bylaws or this Enforcement Policy.

c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots.

11. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

12. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefore by Management, will be referred to the Board of Directors of the Association for collection.

13. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

**IT IS FURTHER RESOLVED** that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by a majority of the entire Board of Directors at a meeting of same on December 9, 2005, and has not been modified, rescinded or revoked.

DATE:

12-09-05

  
Secretary

F/FINE/FINING POLICY/ESTATE TOUR 18.10.27.05

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202



70 2005 00161187

Instrument Number: 2005-161187

Recorded On: December 30, 2005  
As  
Notice

Parties: THE ESTATES AT TOUR 18 HOMOWNERS ASSOC  
To

Billable Pages: 28  
Number of Pages: 28

Comment:

**\*\* Examined and Charged as Follows: \*\***

Notice	124.00
Total Recording:	124.00

\*\*\*\*\* 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: 2005-161187  
Receipt Number: 253290  
Recorded Date/Time: December 30, 2005 10:35A

**Record and Return To:**

LANCE WILLIAMS  
3811 TURTLE CREEK BLVD STE 1050  
DALLAS TX 75219

User / Station: J Robinson - Cash Station 2



THE STATE OF TEXAS )  
COUNTY OF DENTON )

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

*Cynthia Mitchell*

County Clerk  
Denton County, Texas



70 2004 00075725

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, TX 76202

Instrument Number: 2004-75725

Recorded On: June 10, 2004

As  
Declaration

Parties: TOUR 18

To

Billable Pages: 6

Number of Pages: 6

Comment:

**\*\* Examined and Charged as Follows: \*\***

Declaration 24 00

Total Recording: 24.00

\*\*\*\*\* 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: 2004-75725

Receipt Number: 116442

Recorded Date/Time: June 10, 2004 10.36A

User / Station: E McCorkle - Cash Station 2

**Record and Return To:**

JOEL RAMSEY

1400 WILDFLOWER LN

FLOWER MOUND TX 75028



THE STATE OF TEXAS }  
COUNTY OF DENTON }

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 Denton County, Texas.

*Cynthia Mitchell*

County Clerk  
Denton County, Texas

**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

STATE OF TEXAS       §  
                              §  
COUNTY OF DENTON   §

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS** (this "Amendment") is made and entered as of October 16, 2013 by resolution of the Board of Directors (the "Board") of the Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Section 8.12 of the Covenants, Conditions and Restrictions of the Association gives the Association the power to levy and collect assessments;

**WHEREAS**, a meeting of the Board of Directors of the Association was duly called on October 16, 2013 and properly communicated to Members of the Association

**WHEREAS**, a quorum of the Board was established

**NOW THEREFORE**, by unanimous vote of the Directors, the Common Assessment to be levied Estates at Tour 18 property owners, commencing with the 2014 calendar year are amended as follows:

**Common Annual Assessment**

Developed Home	\$2,100
Undeveloped Lot	\$ 700

**IN WITNESS WHEREOF**, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his hand effective this 16<sup>th</sup> day of July, 2014, to evidence the passage of this Second Amendment.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By:   
Pat Smith, HOA Board President



**AMENDMENT TO CONTRACTOR RULES AND REGULATIONS  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

**STATE OF TEXAS       §  
                              §  
COUNTY OF DENTON   §**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS AMENDMENT TO CONTRACTOR RULES AND REGULATIONS** (this "Amendment") is made and entered as of January 15, 2014 by resolution of the Board of Directors (the "Board") of the Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Section 8.16 of the Covenants, Conditions and Restrictions of the Association gives the Board the power to adopt Rules & Regulations pertaining to the operation of the Association, including a provision relating to a system of fines for noncompliance of said rules;

**WHEREAS**, the Contractor Rules & Regulations of the Association were adopted by the Board of Directors on May 30, 2007 pertaining to contractor guidelines and finable violations of said rules and regulations;

**WHEREAS**, a meeting of the Board of Directors of the Association was duly called on January 15, 2014 and properly communicated to Members of the Association

**WHEREAS**, a quorum of the Board was established

**NOW THEREFORE**, by unanimous vote of the Directors, the Statement of Fees section of the Contractor Rules & Regulations is hereby amended to read as follows:

*All builders and homeowners constructing homes and other structures at The Estates at Tour 18 Homeowners Association are subject to a schedule of fees. The statement of fees follows:*

<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>AMOUNT</b>
New Home Construction	5,000	2,000
New Home Landscaping	2,500	2,000
Major Remodels, Additions & Landscaping (Incl. Pools, Cabanas, DD Kitchens, Garages)	2,500	1,000
Minor Remodels, Additions & Landscaping (Incl. Sport Courts, Putting Greens, Fencing)	1,000	500



**IN WITNESS WHEREOF**, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his hand effective this 16<sup>th</sup> day of July, 2014, to evidence the passage of this Second Amendment.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By: 

Pat Smith, HOA Board President



**AMENDMENT TO CONTRACTOR RULES AND REGULATIONS  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

STATE OF TEXAS           §  
                                     §                   **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DENTON   §

**THIS AMENDMENT TO CONTRACTOR RULES AND REGULATIONS** (this "Amendment") is made and entered as of March 26, 2014 by resolution of the Board of Directors (the "Board") of the Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Section 8.16 of the Covenants, Conditions and Restrictions of the Association gives the Board the power to adopt Rules & Regulations pertaining to the operation of the Association, including a provision relating to a system of fines for noncompliance of said rules;

**WHEREAS**, the Contractor Rules & Regulations of the Association were adopted by the Board of Directors on May 30, 2007 pertaining to contractor guidelines and finable violations of said rules and regulations;

**WHEREAS**, a meeting of the Board of Directors of the Association was duly called on March 26, 2014 and properly communicated to Members of the Association

**WHEREAS**, a quorum of the Board was established

**NOW THEREFORE**, by unanimous vote of the Directors, the Finable Violation section of the Contractor Rules & Regulations is hereby amended to read as follows:

<b>FINE AMOUNT</b>	<b>RULE VIOLATION</b>
Entire Deposit	Failure to adhere to community setbacks or comply with Architectural Standards or DRC guidelines, exceptions or rules
Entire Deposit	Failure to complete project within 18 months without written approval for extension
Cost to repair	Damage to streets
\$500	Failure to submit proper plans and obtain required approval from the DRC prior to commencement of work on ANY improvement or design changes.
\$100	Failure to empty full trash container
\$100	Failure to sweep street of debris
\$250	Storage of material or parking on streets or public / private property other an construction site

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<b>FINE AMOUNT</b>	<b>RULE VIOLATION</b>
\$100	Excessive noise (including music) after 5:00 pm and before 8:00 am weekdays or after 5:00 pm and before 9:00 am on Saturday, Sunday and Holidays
\$50	Loitering on any common areas or private property
\$50	Soliciting
\$250	Erecting signs without prior approval
\$1,500 + cost to remove	Dumping on any common areas or private property
\$100	Working outside of stated work hours
\$50 / day	Failure to complete barricade / silt fencing around perimeter of property — begins 2nd day after construction starts.
\$50 / day	Failure to contain all debris inside enclosed trash container
\$50 / day	Failure to repair damage to barricade — begins 1 <sup>st</sup> day after notification
\$250 + costs	Damage to Security Gates
\$250 + costs	Damage to private property (including community signage)
\$250 + costs to repair	Cutting of neighborhood phone lines or data lines (cable TV or internet)
\$250 per occurrence	Littering on any common areas or private property
1 <sup>st</sup> week - \$500 2 <sup>nd</sup> week - \$500 3 <sup>rd</sup> week - entire deposit and halt project	Failure to submit copies of required insurance and permits to the DRC prior to commencement of work

**IN WITNESS WHEREOF**, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his hand effective this 16<sup>th</sup> day of July, 2014, to evidence the passage of this Second Amendment.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_

Pat Smith, HOA Board President



**RESOLUTION TO COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

**KNOW ALL MEN BY THESE PRESENTS:**

This **Resolution** ("Resolution") is made and entered as of October 5, 2015 by resolution of the Board of Directors (the "Board") of the Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, Section 8.12 of the Covenants, Conditions and Restrictions of the Association gives the Association the power to levy and collect assessments;

**WHEREAS**, a meeting of the Board of Directors of the Association was duly called on September 15, 2015 and properly communicated to Members of the Association

**WHEREAS**, a quorum of the Board was established

**NOW THEREFORE**, by unanimous vote of the Directors, the Common Assessment to be levied Estates at Tour 18 property owners, commencing with the 2016 calendar year are amended as follows:

**Common Annual Assessment**

Developed Home	\$2,500
Undeveloped Lot	\$ 825

**IN WITNESS WHEREOF**, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his hand effective this 10<sup>th</sup> day of October, 2015, to evidence the passage of this Resolution.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By:   
Pat Smith, HOA Board President

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**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

**STATE OF TEXAS           §  
                                  §  
COUNTY OF DENTON    §**

**KNOW ALL MEN BY THESE PRESENTS:**

This **Resolution** ("Resolution") is made and entered as of October 5, 2015 by resolution of the Board of Directors (the "Board") of the Estates at Tour 18 Homeowners Association, a Texas non-profit corporation (the "Association").

**WITNESSETH:**

**WHEREAS**, the Association regulates other types of banners, signs and flags separately, Section 202.012 of the Texas Property Code gives the Association the power to enact specific restrictive covenants to regulate the size, number, and/or location of flags, flag poles, and lights used in the flying of the flags of the United States of America, the State of Texas, or a branch of the U.S. military;

**WHEREAS**, a meeting of the Board of Directors of the Association was duly called on September 15, 2015 and properly communicated to Members of the Association

**WHEREAS**, a quorum of the Board was established

**NOW THEREFORE**, by unanimous vote of the Directors, the Association adopts the following policy addressing the display of official flags:

**I. Types of Flags** - This Policy addresses the display of the following:

- a) The flag of the United States of America
- b) The flag of the State of Texas
- c) Official or replica flag of a branch of the United States armed forces

**II. Number and types of Permanent Flagpoles:**

- a) Owners may have a total of two (2) freestanding flagpoles per lot, comparable in height, which must be constructed of materials used in the construction of a standard flagpole and harmonious with the dwelling, mounted together on an appropriate concrete footing, no taller than twenty feet (20') from the ground (including the pole ornamentation), and subject to DRC approval and applicable zoning. **OR,**
- b) A removable flagpole mounted to the residential home, must meet comparable construction standards described above, but must not be greater than five feet (5') in length.
- c) Without prior approval of the DRC, owners are prohibited from placing a flagpole within an easement on an owner's lot, or in a location that encroaches on a setback on an owner's lot;



### **III. Maintenance and Etiquette:**

- a) All flags and flagpoles must be properly maintained at all times, including, but not limited to, immediate replacement or refurbishment of faded, frayed or torn flags and replacement or refurbishment of poles that are scratched, bent, rusted, faded, leaning or damaged;
- b) The size of the flag must be appropriate for the length of the flagpole, and the DRC shall have sole discretion as to this determination;
- c) Flagpole halyards must always be securely fastened.
- d) The United States flag must be displayed in accordance with federal law, and the Texas flag must be displayed in accordance with Texas state law;
- e) If evening display of the flag is desired, the flag may be lit from the base of the flagpole (maximum of two bulbs) with a total of no more than 150 watts. The light must shine directly up at the flag, and cannot cause any type of light spillover onto adjoining properties.
- f) All exterior lighting must be submitted to the DRC for prior approval;
- g) Flags must be properly attached to a flagpole in order to be displayed; and
- h) A flagpole mounted to the residential home must be removed from view when no flag is displayed.

### **IV. DRC Approval**

- a) A flagpole mounted to a residential home does not require approval from the DRC if it complies with the terms of this Policy.
- b) Freestanding flagpoles require prior written approval from the DRC via completed applications submitted in accordance with standard DRC process
- c) Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

### **V. Temporary Holiday Displays**

Non-permanent, or temporary holiday-related displays of the United States flag may be flown on and around the following holidays:

Memorial Day, Flag Day, July 4<sup>th</sup>, and Labor Day

The temporary displays may be flown the three (3) days preceding the holiday, during the holiday itself, and the three (3) days following the holiday. Temporary flags and flagpoles must meet all of the maintenance and etiquette requirements listed above.

**IN WITNESS WHEREOF**, the undersigned President of The Estates at Tour 18 Homeowners Association has hereunto set his hand effective this 10<sup>th</sup> day of October, 2015, to evidence the passage of this Resolution.

**THE ESTATES AT TOUR 18 HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_

Pat Smith, HOA Board President

