

Denton County
Juli Luke
County Clerk

Instrument Number: 28941

ERecordings-RP

DECLARATION

Recorded On: March 13, 2017 03:08 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$54.00

******* 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: 28941
Receipt Number: 20170313000417
Recorded Date/Time: March 13, 2017 03:08 PM
User: Terri B
Station: Station 20

Record and Return To:



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
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Juli Luke
County Clerk
Denton County, TX

CHATEAU DU LAC
FIRST AMENDMENT
TO THE
DESIGN GUIDELINES

Pursuant to Article VI, Section 6.1 of the Corrected Second Amended Declaration of Covenants, Conditions and Restrictions for Chateau du Lac, recorded on April 10, 2007, as Instrument No. 2007-42239 in the Official Public Records Denton County, Texas (the "*Declaration*"), the Board of Directors is authorized to amend the Design Guidelines which shall be enforceable as restrictive covenants which run with the land.

Therefore, pursuant to the Declaration, the Board of Directors do hereby publish, promulgate, and amend the following Design Guidelines:

- Article I, Paragraph O of the Design Guidelines is hereby deleted and amended to read, in its entirety, as follows:

Exterior mailboxes shall bear the street name and number in compliance with the requirements of the Design Guidelines below and shall be constructed at the time of completion of the main Living Unit, unless otherwise approved by the Committee. Exterior mailboxes shall be constructed of masonry.

- Article II, Section C, Paragraph II(d) of the Design Guidelines titled "Site Maintenance During Construction" is hereby deleted and amended to read, in its entirety, as follows:

d. Site Maintenance During Construction

1. General Maintenance. Each Lot shall be maintained in a neat clean, orderly condition by the Builder during construction and until the house is closed. Stumps, felled trees, building debris, etc. must be removed from each Lot by the Builder as often as necessary to maintain attractiveness of the construction site. Debris may not be dumped in any area of the development unless a specific location for such a purpose is approved in writing by the Committee. The Builder

must use hay bales, soil erosion netting or other satisfactory means to prevent mud from flowing into the street. The Builder install a four (4) foot chain link fence around construction site prior to the commencement in an effort to keep all debris within the boundaries of the Lot on which the house is being constructed. The Declarant reserves the right to cause any construction site to be cleaned by the Owner or General Contractor if the sight is deemed to be a nuisance by Declarant.

2. **Signs.** The only signs that shall be allowed on the Lot within the Property shall be the Committee approved sign identifying the approved Property Builder for the applicable Lot within the Property and political signs. The Builder sign shall be the standard sign approved for such use by the Committee. For Builders who are not approved Property Builders, this sign shall be the standard Property address sign approved by the Committee. Information on the address signs can be obtained through Declarant. See *Section 7.9* of the Declaration for more information regarding signs. All signs must comply with the Town of Flower Mound ordinances. At the time of adoption of this Declaration, such ordinances provide that an Owner may erect only one sign advertising the property for sale, and the sign may not exceed two feet by three feet in area, fastened only to a single stake in the ground and extending not more than three feet above the surface of the ground. Any unauthorized signs found on a Lot will be removed by a Committee representative.

3. **Deposit.** When a home is to be built in Chateau du Lac, the Builder or Owner must deposit funds with the Association in the amount of Ten Thousand Dollars (\$10,000.00) payable to and deposited into a bank account by Chateau du Lac Homeowners Association, Inc. at the time of the submission of plans to the Committee. Any expenses incurred by the Association to bring a lot into compliance or fines assessed by the Association relating to the lot or construction site or activity shall be deducted from this deposit. Any amounts deducted from this deposit must be replaced within ten (10) days by the Builder or Owner. Upon completion of the home and issuance of a Certificate of Occupancy by the Town of Flower Mound, the Builder or Owner must submit a written request for the refund of the deposit. Provided there are no expenses or fines and that the construction site meets all of the Association's governing documents and is in compliance with the plans approved by the Committee, the deposit will be refunded by the Association. In addition, the Board of Directors may require an Owner or Builder for proof of liability insurance in an amount adequate to protect the Association prior to commencement of construction or at any time during construction. This amount shall be in the sole

discretion of the Board of Directors. To the extent this conflicts with *Section 6.1.1* of the Declaration, this section controls.

4. **Hours.** All construction, repair and remodeling crews and equipment are permitted in the Association only from 7:00 a.m. to 6:30 p.m. (or sunset, whichever is earlier) on Monday through Friday and 8:00 a.m. to 5:00 p.m. (or sunset, whichever is earlier) on Saturday. This schedule will be adjusted seasonally. The Committee may restrict or enlarge these hours from time to time and seasonally by posting the new hours at the gatehouse(s) and/or on the community's website. No construction, repair or remodeling crews and equipment are permitted on Sundays or legal holidays, unless an emergency repair is necessary.

5. **Compliance.** All contractors are required to comply with the provisions in the Declaration regarding construction, in addition to these Design Guidelines along with other policies that may be implemented by the Committee from time to time for the good of the community. Any contractor's violation of a provision(s) of the Declaration or these Design Guidelines or any Board policy is the responsibility of the Owner, and the Owner will be solely liable for all such contractor violations. The Board may also deny a violating contractor, worker, designer or other person in any way connected with construction who is not the Owner, access to the Common Areas, including ingress and egress.

6. **Equipment.** All construction, repair and remodeling equipment and trash containers that are left on a job site overnight must be located on the site and not on a street, alleyway, or adjoining property.

7. **Debris.** On all sites involving the movement of soil, silt barriers must be installed and maintained in good condition to prevent loose soil and debris from washing into the streets, alleyways, drainage systems or adjoining property. All dirt and debris collected on a Lot, a street, alleyway or adjoining property must be removed daily.

8. **Cleanup.** Upon completion of each of the following phases of home construction or home remodeling or home modification, each Lot and appropriate surrounding areas and streets shall be fully cleaned:

1. Foundation
2. Framing
3. Roofing
4. Bricking
5. Sheetrocking

6. Final construction.

The Committee may require additional cleaning of such sites as deemed necessary.

9. Trash. Each Builder shall insure that trash such as paper/plastic wrappers, soft drink cans, and construction material is picked up on a daily basis. A metal trash dumpster, which is periodically emptied, is required to be provided by the Builder for each lot with a house under construction or a house undergoing major construction.

10. Portable Toilets. Portable toilets shall be provided for each building site after grading and before construction begins, and must be serviced or cleaned on a regular basis. Use of portable toilets on any Lot must include screening to prevent viewing of the portable toilet from the street or adjacent lot side views. Such screening should be at least the height of the portable toilet, constructed of wood or other Association approved alternative materials. Portable toilets shall not be permitted to be placed on streets or Common Area.

11. Streets. Streets must be maintained clean of mud, dirt, stone, gravel and other construction debris. If the streets in the vicinity of a construction site are not cleaned, the Association may contract to have the streets cleaned and the costs will be assessed against the Builder (and/or Owner of the Lot) causing the need for cleaning.

12. Contractor's List. Before work is to begin on any new construction, remodel or major construction, a list of all contractors and workers and employees for that site must be submitted to the gatehouse and also the Association Manager. Driver's licenses and other sources of identification may be required. From time to time, additional security measures may be put in place. Unlisted contractors, workers and employees will be denied entry.

13. Common Areas/Association Property. The Association's Common Areas are strictly off limits to the Builder's employees and contractors, except as may be necessary for ingress and egress to and from the Owner's or Builder's lot. The Builder or his construction team shall not damage the Common Areas in any way. The Association has the right to repair any damage to the Common Areas and charge these to the Builder and/or the Owner of the lot involved.

The Builder and his construction team must take special care not to damage above ground features such as entry monuments, screening and retaining walls, concrete curbs, pavement, sidewalks, fire

hydrants, warning signs street lights, street and traffic signage, utility pedestals, transformers and switchgears, trees, landscaping, sprinkler heads, irrigation meters, controllers, and other improvements. Any such damage shall be repaired at Builder's and/or Owner's expense.

14. **Traffic Signs.** All construction traffic will drive at or below posted speeds. The Association may fine violators.

15. **Conduct.** No hunting, fishing, or consumption of alcoholic beverages, use of narcotics or loitering is allowed on any part of Chateau du Lac at any time by any Builder's employees, workers or contractors. Violators may be reported and prosecuted.

16. **Radios.** No loud radios will be allowed. Radios that become an annoyance will not be permitted to remain in operation.

17. **Parking.** Streets cannot be blocked for an unreasonable length of time. No construction equipment, vehicles or trailers may be parked on the streets overnight.

18. **Erosion Control.** Erosion onto adjacent properties (other residential lots or streets) is strictly prohibited and must be prevented by using hay bales, soil erosion netting, temporary restraining walls or other appropriate measures. If erosion occurs, the Association will clean the property that the erosion occurred upon, temporarily prevent future erosion from the lot, and invoice the Builder for such cost.

- Article II, Section C, Paragraph VI(d) of the Design Guidelines titled "Materials" is hereby deleted and amended to read, in its entirety, as follows:

d. Materials

Roofing materials shall be of high quality. The following roofing materials are encouraged by the Committee: slate, concrete tile, clay tile, or approved standing seam metal. Neither the Board nor Committee has the authority to approve (i) wood shakes/shingles or (ii) composition shingles, including three tab shingles, as they are expressly prohibited. Roof materials equal to or better than "ELK Capstone Premium Choice" are encouraged. However, the Committee may approve certain roof materials with a thirty year warranty with other conditions for roof construction and architectural enhancement of the house or landscaping imposed. Other permitted roofing materials may include natural slate, high quality clay or concrete tile in a gray blend or dark color range. All asphalt shingle roofs shall have closed valleys.

Standing seam metal (factor finished steel, or copper) and metal shingles used in applications other than accent roofing over a canopy or bay, require special consent of the Committee. Galvanized metal or metal roofs with a seam other than a standing closed seam are not allowed. "Hardy" slate will not be permitted. Single sample panels must be approved by the Committee. Slate roofs shall have mitered hips. Where concrete or clay tiles are used, the roof forms should be as simple as possible to eliminate the visual distraction of many protruding hop and ridge tiles.

- Article III, Section B, Paragraph III(a) of the Design Guidelines titled "Screening Equipment" is hereby deleted and amended to read, in its entirety, as follows:

- a. **Mechanical Equipment**

- 1. All mechanical and electrical equipment (pool, air conditioners, satellite dish antennae, etc.) must be completely screened from Public View. A combination of within live screening material, including trees, hedges, or walls should be used to screen equipment and mechanical areas. The use of evergreens or bushes are discouraged.

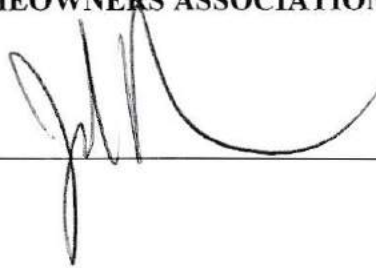
- 2. No radio or television towers shall be constructed or installed on any Lot or the exterior of the Living Unit or any structure on the Lot.

- Article III, Section B, Paragraph V(a) of the Design Guidelines titled "Lawn" is hereby deleted and amended to read, in its entirety, as follows:

- a. Front yards, in their entirety, shall be fully sodded if not in shrub beds. By way of example, with respect to all yard areas that front a street must be fully sodded from the street to the building setback line. Seeding front lawns is expressly prohibited.

IN WITNESS WHEREOF, the Board has caused this First amendment to the Design Guidelines to be effective and executed by its duly authorized representative as of the March 10th, 2017.

**CHATEAU DU LAC
HOMEOWNERS ASSOCIATION, INC.**


_____, President

Denton County
Juli Luke
County Clerk

Instrument Number: 28942

ERecordings-RP

DECLARATION

Recorded On: March 13, 2017 03:08 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$34.00

******* 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: 28942
Receipt Number: 20170313000417
Recorded Date/Time: March 13, 2017 03:08 PM
User: Terri B
Station: Station 20

Record and Return To:



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
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Juli Luke
County Clerk
Denton County, TX

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
CHATEAU DU LAC HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

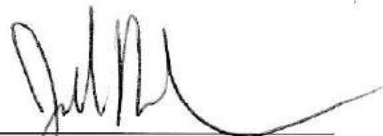
WHEREAS, the Board of Directors of Chateau Du Lac Homeowners Association, Inc. ("*Association*") under Article V of the Second Amended Declaration of Covenants, Conditions and Restrictions for Chateau du Lac have the authority to establish reasonable rules and regulations concerning the use of, among other things, Common Areas, the private roads, and the appearance of Lots.

WHEREAS, at a duly convened regular meeting of the Board of Directors held on the 10th day of March, 2017, a majority of the members of the Board of Directors discussed and agreed to adopt the following policy regarding parking rules for overnight guests within the Chateau Du Lac community.

NOW THEREFORE BE IT RESOLVED, that the following overnight parking policy has been adopted as an official rule or regulation of the Association:

"All guests bringing vehicles into and staying overnight within the Chateau Du Lac community must be registered with the guardhouse and issued a temporary guest pass to display on their dashboard. These guests must park in the driveway of the home they are visiting, unless no driveway space is available. In the event driveway space is not available, these guests must park directly in front of the home and inform the guardhouse of the situation so that the vehicle does not receive a violation sticker. Resident Vehicles are at no time allowed to be parked on the street overnight. For purposes of this Resolution, overnight parking is defined as parking between the hours of 11:00 p.m. to 7:00 a.m."

SO BE IT RESOLVED, by the undersigned majority of the Board of Directors to be effective as of the 10th day of March, 2017.



Director

Director

Director

Director

Director

**Denton County
Juli Luke
County Clerk**

Instrument Number: 28943

ERecordings-RP

DECLARATION

Recorded On: March 13, 2017 03:08 PM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* 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: 28943
Receipt Number: 20170313000417
Recorded Date/Time: March 13, 2017 03:08 PM
User: Terri B
Station: Station 20

Record and Return To:



**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.

Juli Luke
County Clerk
Denton County, TX

CHATEAU DU LAC HOMEOWNERS ASSOCIATION, INC.
COLLECTION, PAYMENT PLAN,
AND PAYMENT APPLICATION POLICY

WHEREAS, the Board of Directors for Chateau Du Lac Homeowners Association, Inc. (the "*Association*") is empowered to govern the affairs of the Chateau du Lac community pursuant to the Corrected Second Amended Declaration of Covenants, Conditions and Restrictions for Chateau du Lac ("*Declaration*"); and

WHEREAS, there is a need to adopt a specific policy on collections, payment of assessments, and other charges and fees; and

WHEREAS, it is the intent that this Collection, Payment Plan and Payment Application Policy ("*Policy*") shall be applicable to all owners, and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors (the "*Board*");

NOW THEREFORE, BE IT RESOLVED THAT the following Policy on collections, payment of assessments, and the application of payment of assessments and other charges and fees is hereby adopted by the Board:

COLLECTION POLICY

Due Dates for Assessments – The annual assessments will be due on January 1st of each year and will become delinquent if not paid in full within thirty (30) days of the due date.

Due Dates for Other Charges Added to Homeowner's Account – All other charges (i.e., special assessments, default assessments) will be determined by the Board if the situation arises in accordance with the Declaration.

Late Charges and Collection Fees – If any assessment becomes delinquent, a late charge of may be assessed to the homeowner's account plus interest as listed in Article IX, Section 9.6 of the Declaration. Interest will accrue from the due date of the assessments. A payment check that is returned for any reason (Non-sufficient funds (NSF), Closed Account, etc.) will result in a charge of Thirty Dollars (\$30.00) assessed to the homeowner's account.

Partial or Conditioned Payment – The Association may refuse to accept partial payments (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the homeowner's account.

STATEMENT MAILINGS AND ACTION STEPS

Statement of Account – A reminder statement of account will be mailed no earlier than thirty (30) days from the due date, showing the account balance (amount of the account balance plus a Twenty-Five Dollars (\$25.00) late charge and applicable interest).

Association Demand Letter – An Association Demand letter will be mailed no earlier than sixty (60) days after the due date. A collection fee may be assessed to the homeowner's account as a cost of collection, in addition to any previous charges for preparing and sending the Demand Letter for Payment.

Attorney Demand Letter – An Attorney Demand letter will be mailed no earlier than ninety (90) days after the due date. The Attorney Demand letter clearly states that if assessments are not paid in full within thirty (30) days, a notice of assessment lien will be filed against the property.

Notice of Assessment Lien – At this stage, the Board shall grant authority to approve and place a Notice of Assessment Lien against the property. The homeowner must be one hundred and twenty (120) days delinquent before the Board will proceed with a lien.

Foreclosures – Judicial and non-judicial foreclosures require the approval of the Board and will be handled on a case-by-case basis. The Board will vote to proceed with foreclosure.

PAYMENT PLAN POLICY

The Board maintains the sole authority to enter into payment plans with the homeowners in accordance with applicable law, the Payment Plan Policy, and the Governing Documents. The homeowner may, upon written request, petition the Board to establish a payment plan for the purpose of resolving a delinquent account.

- 1) The Association will allow payment plans for repayment of delinquent amounts with a minimum and maximum of three (3) months duration.
- 2) Assessments that become due are added to the homeowner's account during the term of the payment plan and must be paid when due in addition to repayment of delinquent amounts or must be addressed in the payment plan.
- 3) The Association may charge a fee to negotiate, establish and initiate a payment plan for the homeowners' delinquent balance and may charge a monthly fee to administer the plan for the duration of the payment plan.
- 4) The plan must include the total debt owed to the Association, including late fees, interest, fines, attorneys' fees, and other collection costs.
- 5) There shall be no waiver of any charges on the homeowner's account unless the homeowner submits a request for consideration of a full or partial waiver and is approved by the Board
- 6) To be eligible for a payment plan, the homeowner must not have defaulted on a prior payment plan within the two (2) year period preceding the request for a payment plan.
- 7) Interest on the unpaid balance on the homeowner's account may be charged during the payment plan.

- 8) The plan must contain a schedule setting forth the date that each payment will be made and the exact amount of each payment to be made.
- 9) Payment plans approved after the account has been turned over to the Association's attorney for collection must be paid in certified funds.
- 10) Payment plans approved after notice has been given to a homeowner that the property is in foreclosure must include a minimum amount established by the Board and the initial payment must be received on or before the deadline established by the Association's attorney.

PAYMENT APPLICATION POLICY

Unless otherwise allowed by law, any payment received by the Association from the homeowner shall be applied to the homeowner's debt in the following order of priority:

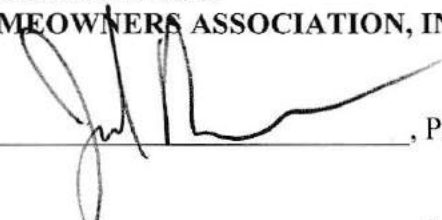
- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the association that are not subject to Subdivision (3);
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

This Policy was duly introduced, seconded and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter.

IT IS FURTHER RESOLVED that this Policy is effective as of March 10th, 2017, being the date it was approved by the Board, and shall remain in force and effect until revoked, modified or amended by the Board. This Collection, Payment Plan, and Payment Application Policy shall be filed of record in the Official Public Records of Denton County, Texas.

Date: March 10th, 2017

**CHATEAU DU LAC
HOMEOWNERS ASSOCIATION, INC.**


_____, President

_____, Secretary

Denton County
Juli Luke
County Clerk

Instrument Number: 28944

ERecordings-RP

DECLARATION

Recorded On: March 13, 2017 03:08 PM

Number of Pages: 10

" Examined and Charged as Follows: "

Total Recording: \$62.00

******* 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: 28944
Receipt Number: 20170313000417
Recorded Date/Time: March 13, 2017 03:08 PM
User: Terri B
Station: Station 20

Record and Return To:



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.

Juli Luke
County Clerk
Denton County, TX

**ENFORCEMENT POLICY
FOR
CHATEAU DU LAC HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

WHEREAS, the Board of Directors of Chateau Du Lac Homeowners Association, Inc. (the "*Board*") is the entity responsible for the operation of Chateau Du Lac Homeowners Association, Inc. (the "*Association*"), pursuant to and in accordance with that certain Corrected Second Amended Declaration of Covenants, Conditions and Restrictions for Chateau du Lac, recorded in the Official Public Records of Denton County, Texas, including any amendments thereof or supplements thereto (collectively, the "*Declaration*") and the Bylaws of Chateau Du Lac Homeowners Association, Inc. including any amendments thereof or supplements thereto (the "*Bylaws*"); and

WHEREAS, the Declaration affects certain parcels or tracts of real property in the Town of Flower Mound, Denton County, State of Texas (the "*Properties*"); and

WHEREAS, pursuant to express authority set forth in Article XVIII of the Declaration, the Association, acting by and through the Board, has the authority to enforce the provisions of the Declaration, the power to promulgate and enforce the provisions of the Declaration, including establishing and imposing reasonable monetary fines or penalties for the violation of the Declaration, the Bylaws, rules and regulations, or design/architectural guidelines (collectively, the "*Governing Documents*"); and

WHEREAS, the Board has authority pursuant to the Declaration and the Bylaws to determine, in its reasonable discretion, the manner in which violations of the Governing Documents are to be remedied; and

WHEREAS, the Board has and does hereby find the need to establish rules, regulations and procedures for the enforcement of the restrictions contained in the Declaration and for the elimination of violations which may be found to exist within the Properties.

NOW THEREFORE, IT IS RESOLVED that the following rules, regulations and procedures relative to the operation of the Association are hereby established for the enforcement of violations of the Governing Documents and for the elimination of such violations found to exist in, on or about the Properties (hereinafter referred to as the "*Enforcement Policy*").

1. **Establishment of a Violation.**

a. **Failure to Obtain Prior Approval.** Any additions, improvements and/or repairs of any kind or nature erected, placed or altered on any Lot which (i) requires the prior approval of the improvement by the Architectural Control Committee (the "ACC" as defined in the Declaration) and (ii) has not been first approved by the ACC is deemed a "Violation" under this Enforcement Policy for all purposes.

b. **Failure to Abide by the Governing Documents.** Any construction, alteration or modification to any improvement on a Lot which does not in all respects conform to that which has been so approved or any activity or condition allowed to continue or exist on any Lot that is in direct violation of the Governing Documents is also deemed a "Violation" under this Enforcement Policy for all purposes.

c. **Common Violations.** Exemplar violations are outlined in Exhibit 1 titled "Common Violations". This is not an exhaustive list of violations.

2. **Notification.**

a. **Initial Notice.** Upon verification of the existence of a Violation by the management staff ("Management") of the Association, Management will send to the Lot Owner a written notice of the existence of the Violation ("Initial Notice"). The Initial Notice will inform the Owner of the following:

- (i) The nature, description, and location of the Violation; and
- (ii) What needs to be done to cure the Violation, and provide notice that the Violation must be cured within ten (10) days of the date of the Initial Notice to avoid further enforcement measures; and
- (iii) A statement that if the Violation has already been corrected or plans and specifications for the subject improvement have been submitted to the ACC, to disregard the notice.

b. **Notice of Violation.** If the Owner has (i) failed to submit plans and specifications for the offending improvement to the ACC, or the ACC has denied the approval of plans and specifications initially submitted, and/or (ii) the Violation is continuing, then no earlier than ten (10) days from the date of the Initial Notice, Management shall send to the Owner written notice (the "Notice of Violation") informing the Owner of the following:

- (i) The nature, description, and location of the Violation and notification that if the Violation is corrected or eliminated by a specific date (not number of days), no further action will be taken; and

- (ii) Notification that if the Violation is not corrected or eliminated by the date specified in 2(b)(i), any attorneys' fees incurred by the Association in eliminating or abating the Violation, and any violation fines imposed as determined by the Board, shall be charged to the Owner's account; and
- (iii) Notification of the proposed sanction to be imposed and amount due the Association, if any, and a brief description of what needs to be done to cure the Violation; and
- (iv) If necessary, work on any improvement not designed to cure the Violation must cease immediately and may not resume without the prior written approval of the ACC;
- (v) Failure to remedy the Violation or cease work on any unauthorized improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Governing Documents or this Enforcement Policy;
- (vi) In the event the violation is deemed to be an incurable violation or violation posing a threat to health or safety, the Association is not required by law to provide an opportunity to cure; and
- (vii) His/her right to assert and protect his/her rights as a member of the Armed Forces of the United States. The protected individual or family member shall send written notice of the active duty military service to the sender of the Notice of Violation immediately.

The Notice of Violation shall be sent to the Owner by certified mail, return receipt requested, and first class U.S. mail, and shall advise the Owner that he or she has the right to make a written request for a hearing on or before the thirtieth (30th) day after the Notice of Violation is mailed, i.e., 33 days after the date of the Notice of Violation. The hearing, if one is requested in a timely manner, will be held before the ACC, if appointed, or the Board. In the event the hearing shall be held before the ACC, the Owner shall be advised of the Owner's right to appeal the ACC's decision to the Board.

c. Failure to Remedy and Notice of Fine. Failure to either (i) submit complete plans and specifications showing that the Violation will be remedied, (ii) cease all non-remedial work immediately upon receipt of the Notice of Violation, and/or (iii) remedy the current Violation existing upon the Lot within ten (10) days of the date of the Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) the imposition of violation fines as determined by the Board against the Owner, (b) the suspension of the right to enter upon and/or use any recreational facilities within the Common Area(s), and/or (c) the pursuit of any other remedy available at law or in equity, under the Governing Documents or this Enforcement Policy including, but

without limitation, the recording in the County Clerk's office, of a Notice that the Lot in question is in violation of restrictive covenants or an action for injunctive relief and civil damages. Management may send, but is under no obligation, a notice to the Owner in the form of a formal written notice of fine (the "Notice of Fine") informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the "Notice of Fine Date."

d. **Fine Structure.** Any single fine imposed pursuant to the provisions of this Enforcement Policy may not exceed \$250.00 as determined by the Board. An Initial Fine of not less than \$250.00 will be imposed for failure to remedy or cure the violation. In the event the Owner fails to respond or comply by remedying or curing the violation within fourteen (14) days after the Initial Fine, additional fines, as determined by the Board, may be imposed. Fines may be imposed every day that the Violation continues to exist. There shall be no limit to the aggregate amount of fines that may be imposed for the same Violation. The Owner may be notified by Management in writing of the amount of fines accrued to Owner's account.

3. **Right to a Hearing Before the Board of Directors.** If Management receives a written request for a hearing on or before the thirtieth (30th) day after the date the Owner received the Notice of Violation, the ACC (if appointed) or the Board shall hold a hearing not later than the thirtieth (30th) day after the date Management received the written request for a hearing. Management shall notify the Owner of the date, time and place of the hearing not later than the tenth (10th) day before the date of the hearing. The Board 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. Additional postponements may only be granted by agreement of the parties. The Owner's presence is not required to hold a hearing under this paragraph. The Association or Owner may make an audio recording of the hearing.

Prior to the hearing, 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 an Officer, Director or agent who delivered such notice. The notice requirement shall be satisfied if the Owner appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed.

4. **Corrective Action.** Notwithstanding the provisions contained in Paragraph 2 hereof, where a Violation of the Governing Documents is determined to exist pursuant to any provision of this Enforcement Policy, Management, with the approval of the Board, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines that such Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management is authorized by the Board to initiate any action by qualified contractors, the following shall apply:

a. Management must first provide the Owner with an Initial Notice as provided above. Should the Violation not have been remedied by the Owner within ten (10) days

from the date of the Initial Notice, then Management must give the Owner, and any third party directly affected by the proposed action, prior written notice of the undertaking of the action ("*Notice of Corrective Action*"). The Notice of Corrective Action shall include an opportunity for the Owner to cure the Violation or request a hearing before the Board prior to the undertaking of any corrective action. Should the Owner fail to provide Management with a written request for hearing within ten (10) days from the date of the Notice of Corrective Action, that party shall have waived its right to a hearing.

b. Any cost incurred in correcting or eliminating a Violation shall be charged to the Owner's account.

c. The Association, the Board, Management and its agents and contractors shall not be liable to the Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 4 where the Association, the Board, Management, its agents and contractors have acted reasonably and in conformity with this Enforcement Policy.

5. **Referral to Legal Counsel.** Where a Violation is determined to exist by Management pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, Management may, at any time and without prior notice to the Owner under the Enforcement Policy, refer the Violation to legal counsel for purposes of seeking to correct or otherwise abate the Violation, including an action for injunctive relief and/or civil damages against the Owner, or any other legal or equitable remedy that may be available to the Association.

6. **Notices.**

a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

- (i) When the notice is delivered by facsimile, the notice is deemed delivered and received when the sender receives a facsimile acknowledgment acknowledging delivery of the notice.
- (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered and received as of the third day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Notice of Violation or Notice of Corrective Action shall be sent certified mail, return receipt requested, and First Class U.S. Mail.

b. Where the Lot is occupied by a tenant, where the interests of an Owner have been handled by a representative or agent of such Owner, or where Owner has otherwise

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

7. **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 Management that the Violation has been corrected or eliminated, and any fines imposed by the Board has been paid, the Violation will be deemed to no longer exist and the Notice of Violation shall be voided except as hereinafter provided. The Owner shall be advised by Management of the consequences of the future violation of the same provision of the Governing Documents as set forth in the following paragraph. The Owner will remain liable for all fines levied under this Enforcement Policy, which fines, if not paid upon written demand thereof by Management, will be referred to the Association's legal counsel for collection. The Board, however, in its sole and absolute discretion, reserves the right to suspend or waive some or all of the fines imposed. The suspension or waiver of fines shall not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

8. **Repeated Violation of the Same Provision of the Governing Documents.** Whenever an Owner, who has previously cured or eliminated a violation after receipt of a Notice of Violation, commits a separate violation of a similar provision of the Governing Documents within six (6) months from the date of the Notice of Violation, Management shall have the option to reinstate the Violation, including the fines previously imposed related to such Violation that were waived by the Board, and pursue the procedures set forth herein as if the Violation had never been cured or eliminated. For purposes of illustration only, in the event the Owner cured the Violation after having received an Initial Notice, the second Violation of the same provision shall prompt Management to send a Notice of Violation. Similarly, in the event the Owner cured the Violation after having received a Notice of Violation, the second Violation shall prompt Management to commence the levying of violation fines without further notice to the Owner. In the event of a repeated violation, the Board shall be authorized to double the fine amount.

9. **Authority of Management To Act.** The Board hereby authorizes and empowers Management to do all such things and perform all such acts as are necessary to implement and effectuate the purposes of the Enforcement Policy and compliance with Texas Property Code Section 209.0051(h), including the levying of violation fines, without further action by the Board.

10. **Binding Effect.** The terms and conditions of this Enforcement Policy, as may be amended from time to time by the Board, shall bind all Owners including their heirs, successors, transferees or assigns, and all Lots as defined in the Declaration, and the Properties shall hereafter be held, occupied, transferred, and conveyed subject to the terms and conditions of this Enforcement Policy, as amended by the Board.

This Enforcement Policy is hereby adopted by resolution of the Board and replaces and supersedes, in all respects, all prior policies and resolutions with respect to the enforcement of

violations by the Association, and shall remain in force and effect until revoked, modified or amended by the Board.

11. **Definitions.** The definitions contained in Association's Governing Documents are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Board has caused this Enforcement Policy to be effective and executed by its duly authorized representative as of the March 10th, 2017.

CHATEAU DU LAC
HOMEOWNERS ASSOCIATION, INC.


_____, President

CERTIFICATION OF APPROVAL

I, HENRY DINH, the duly-elected Secretary of Chateau du Lac Homeowners Association, Inc. hereby certify:

That the Enforcement Policy for Chateau du Lac Homeowners Association, Inc., as evidenced by the records and minutes of the Board, was approved by the affirmative vote of the majority of the Board of Directors at a regularly scheduled meeting held on the 10th day of March, 2017, and that the same does now constitute an official policy of Chateau du Lac Homeowners Association, Inc. and shall be filed of record with the office of the Denton County Clerk.

By: Henry Thomas Dinh, Secretary

EXHIBIT 1

Common Violations

Payment of fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All violations must be corrected and brought into compliance with Association's Governing Documents. If there is a subsequent violation of a similar rule, the fine amount will be imposed pursuant to the Fine Structure provision. Failure to pay fines may result in a lien on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. If applicable, it is the Owner's responsibility to pursue reimbursement of the fines from the occupant(s) and/or tenant(s). The violation fines are subject to change without further notice and at the discretion of the Board.

- Holiday Decorations
(if not removed within 30 days of the holiday)
(each time the violation is observed)
- Property used for storage (boats, vehicles, trailers, oversized work trucks and any other oversized vehicle, etc.)
(each time the violation is observed)
- Trash cans, trash bags and recycling left in public view on days other than designated city trash pick-up days
(each time the violation is observed)
- Debris or refuse on property
(each time the violation is observed)
- Unapproved signs in yards or on property
(each time the violation is observed)
- Home maintenance/repairs that do not conform with other homes in the subdivision (ex: rotting wood, replacing missing or dilapidated fences, sagging gutters, damaged garage door, replacing broken light fixtures, etc.)
(each time the violation is observed)
- Exterior painting needed (house, front door, siding, etc.)
(each time the violation is observed)

- Failing to maintain lawn, remove weeds from flower beds and tree wells, trim bushes, etc.
(each time the violation is observed)
- Littering in common areas
(each time the violation is observed)
- Modification, and/or addition made to Property without prior approval from the ACC
(each time the violation is observed)
- Vehicle violations, include, but are not limited to, any vehicle without a current (or missing) license plates or inspection sticker, wrecked, dismantled in any way or discarded is considered inoperable.
(each time the violation is observed or as the Board deems necessary)
- Vehicle parking violations
(each time the violation is observed)
- Other violations in compliance with the Town of Flower Mound, Code Compliance and Town Ordinances, and any other violations as voted for by the Board as deemed necessary in good faith of the governing documents.
(each time the violation is observed or as the Board deems necessary)