

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(THE DEED RESTRICTIONS)**

**OF**

**THE HOMEOWNERS OF HIGHLAND MEADOWS, INC.  
Doing Business as  
THE HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION**

**NOVEMBER 2014**

This Amended and Restated Declaration of Restrictions, Covenants, and Conditions of the Highland Meadows Homeowners Association (THE DEED RESTRICTIONS) is written to comply with changes to the Texas Property Code following the 82<sup>nd</sup> Legislature – 2011, and the 83<sup>rd</sup> Legislature - 2013.

These Amended and Restated Declaration of Restrictions, Covenants, and Conditions of the Highland Meadows Homeowners Association (referred to as the “Deed Restrictions”) **are intended to amend, restate, supersede and replace all previous Restrictive Covenants, and Conditions** affecting the Highland Meadows Subdivisions, Phases I, II, III, IV, and V, including; (i) that certain Dedication and Restrictions, recorded in Volume 8151, Page 371 of the Official Public Records of Tarrant County, Texas, and all amendments thereto; (ii) the Declaration of Restrictions, Covenants, and Conditions of Highland Meadows Phase II, filed April 6<sup>th</sup>, 1989, and recorded in Volume 9560, Page 0467 of the Official Public Records of Tarrant County, Texas, and all amendments thereto; (iii) the First Amendment to Declaration of Restrictions, Covenants, and Conditions of Highland Meadows Phase II, recorded in Volume 9556, Page 0001 of the Official Public Records of Tarrant County, Texas; (iv) the Amendment of Restrictive Covenants for Highland Meadows Phase II, filed on April 20, 1989, and recorded in Volume 9571, Page 602 of the Official Public Records of Tarrant County, Texas; (v) the Declaration of Covenants, Conditions and Restrictions for Highland Meadows Phase III Addition, Colleyville, Texas, recorded in Volume 9906, Page 1475 of the Official Public Records of Tarrant County, Texas; (vi) the Declaration of Restrictions, Covenants, and Conditions of Highland Meadows Phase IV, recorded in Volume 9979, Page 2324 of the Official Public Records of Tarrant County, Texas; (vii) the Amendment to Dedication and Restrictions for Highland Meadows First Filing, Colleyville, Texas, recorded in Volume 9999, Page 0078 of the Official Public Records of Tarrant County, Texas, and all amendments thereto; (viii) the Second Amendment to Declaration of Restrictions, Covenants, and Conditions of Highland Meadows Phase II, recorded in Volume 10330, Page 2045 of the Official Public Records of Tarrant County, Texas, and all amendments thereto; (ix) the First Amendment to Declaration of Restrictions, Covenants and Conditions of Highland Meadows Phase IV, recorded in Volume 10407, Page 1092 of the Official Public Records of Tarrant County, Texas; (x) the Restatement of Declaration of Restrictions, Covenants, and Conditions of Highland Meadows, recorded in Volume 11043, Page 0302 of the Official Public Records of Tarrant County, Texas, and all amendments thereto; (xi) the Declaration of Restrictions, Covenants, and Conditions of Highland Meadows Phase V, recorded in Volume 11246, Page 2082 of the Official Public Records of Tarrant County, Texas; (xii) the First Amendment to Restatement of Declaration of Restrictions, Covenants, and Conditions of Highland Meadows, recorded in Volume 11803, Page 0567 of the Official Public Records of Tarrant County, Texas; (xiii) the First Amendment to Restatement of Declaration of Restrictions, Covenants and Conditions of Highland Meadows, recorded in Volume 12064, Page 1564 of the Official Public Records of Tarrant County, Texas; and (xiv) The Second Amendment to Restatement of Declaration of Restrictions, Covenants, and Conditions of Highland Meadows, not filed, (collectively, the “Prior Restrictions”).

This Amended Declaration of Restrictions, Covenants, and Conditions of the Highland Meadows Homeowners Association (referred to as the “Deed Restrictions”) govern the activities of the Homeowners of Highland Meadows, Inc., d/b/a Highland Meadows Homeowners Association, (referred to herein as either “Highland Meadows”, or “HMHOA”, or the “Association”) organized pursuant to the Texas Business Organizations Code. The Highland Meadows Properties Subdivision is a planned development addition to the City of Colleyville, Tarrant County, Texas, that was constructed in five

separate phases, Phases I, II, III, IV, and V. These Deed Restrictions apply to all Lots located in the Highland Meadows Subdivision Phases I, II, III, IV, and V, which are more particularly described on Exhibit A attached hereto (collectively, the "Property").

The Deed Restrictions provide that owners of Lots within the Property shall be Members of the Association by mere ownership of any Lot, which membership shall terminate upon conveyance of title to such Lot, and such owners must adhere to the Bylaws of the Association and these Deed Restrictions.

These Deed Restrictions are provided to govern the affairs of the Association and run with the title to the Property, and are binding on all persons having any right, title or interest in any portion of the Property, their heirs, successors-in-title and assigns.

The Property is hereby declared to be subject to the covenants, conditions and restrictions contained in these Deed Restrictions and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged, or otherwise encumbered by these Deed Restrictions. These Deed Restrictions shall be binding upon and shall insure to the benefit of all persons having any right, title or interest in all or any portion of the Property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

The terms used herein, unless defined, shall be given their ordinary meaning and are to be understood in their ordinary and popular sense.

## **TABLE OF CONTENTS**

1.1	Association.....	1
1.2	Board of Directors, or Board, or BOD .....	1
1.3	Common Elements or Common Property .....	1
1.4	Property .....	1
1.5	Declaration, Restrictive Covenants or Deed Restrictions .....	1
1.6	Living Unit .....	1
1.7	Lot .....	1
1.8	Member or Members .....	1
1.9	Owner .....	1
2.1	Purpose .....	2
2.2	Use of Lots.....	2
2.3	Designation of Lots.....	2
2.4	Types of Structures. ....	2
2.5	Location of Buildings on Lots. ....	2
2.6	Dwelling Size.....	3
2.7	Construction.....	3
2.8	Roof Construction.....	3
2.9	Temporary Structures.....	4
2.10	Permanent Outbuilding Structures.....	4
2.11	Fences, Walls and Hedges. ....	4
2.12	Adjoining Lots. ....	5
2.13	Animals.....	5
2.14	Nuisances or Illegal Activity. ....	5
2.15	A. Signs or Billboards; B. Political Signs.....	5
2.16	Antennas and Satellite Dishes.....	5
2.17	Garage Doors. ....	6
2.18	Lot Maintenance. ....	6
2.19	Garbage.....	6
2.20	Water Supply and Sewage System. ....	6
2.21	Drilling.....	6
2.22	Boats, Trailers, Recreational Vehicles, Commercial Vehicles and Non-operational Vehicles.....	7
2.23	Vehicles.....	7
2.24	Basketball Goal, Swing-Sets, Trampolines, or Other Playground Equipment.....	7

2.25	Mailboxes.....	7
2.26	Landscaping and Irrigation. ....	7
2.27	Grass and Weeds.....	7
2.28	Driveways Sidewalks and Curbs. ....	8
2.29	Easements. ....	8
2.30	Utility Meters and Air Conditioning.....	8
2.31	Commercial Use.....	8
2.32	Open Fires. ....	8
2.33	Maintenance of Improvements. ....	8
2.34	Solar Energy Devices.....	8
2.35	Flags and Flagpoles.....	10
2.36	Display of Certain Religious Items.....	11
2.37	Rain Barrels. ....	11
3.1	Architectural Control. ....	11
4.1	Purpose of Assessment. ....	14
4.2	Basis and Amount of Annual Maintenance Assessments.....	14
4.3	Priority of Payments Schedule.....	14
4.4	Special Assessments for Capital Improvements. ....	15
4.5	Uniform Rate of Annual and Special Assessments. ....	15
4.6	Date of Commencement of Assessments: Due Dates.....	15
4.7	Effect of Non-Payment of Assessments. ....	15
4.8	Payment Plans.....	15
5.1	Notice Before Enforcement Action. ....	16
5.2	Imposition of Violation Fines. ....	16
5.3	Hearing Before the Board; Alternate Dispute Resolution. ....	16
5.4	Restraining Order and Temporary Injunction.....	16
5.5	Foreclosure.....	16
6.1	Exemptions. ....	17
7.1	Duration. ....	17
7.2	Amendments. ....	17
7.3	Easements. ....	17
7.4	Recorded Plat.....	17
7.5	Enforcement.....	18
7.6	Severability. ....	18

7.7	Headings. ....	18
7.8	Notices to Owners. ....	18
7.9	Disputes. ....	18
7.10	Mortgages. ....	18
7.11	Conflict. ....	19
7.12	Binding Effect. ....	19
7.13	Other Authorities. ....	19
7.14	Addresses. ....	19

## **ARTICLE I DEFINITIONS**

**1.1 Association** – shall mean and refer to the Homeowners of Highland Meadows, Inc. dba HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION (HMHOA), its successors and assigns which has the power, duty and responsibility of maintaining and administering the common elements, and collecting assessments and charges hereinafter prescribed, and has the right of administering and enforcing the declaration, restrictive covenants or deed restrictions.

**1.2 Board of Directors, or Board, or BOD** - shall mean and refer to the Board of Directors of the HMHOA.

**1.3 Common Elements or Common Property** - shall mean and refer to any real property and the improvements thereon located within or adjoining the Property and maintained by the Association, as determined by the Board, for the common benefit and enjoyment of the owners and occupants of the Property, and shall include the wall parallel to Hall Johnson Road and Pool Road, the area between the wall and the sidewalk that define the exterior boundaries of Highland Meadows, planter beds and irrigation systems.

**1.4 Property** - shall mean and refer to that certain real property described with particularity in the subdivision plats for the Highland Meadows, Phases I, II, III, IV, and V, according to the plats thereof recorded in the plat records of Tarrant County, Texas, and as described on Exhibit A.

**1.5 Declaration, Restrictive Covenants or Deed Restrictions** - shall mean and refer to the restrictive covenants contained herein encumbering the Property as the same may be recorded in the Official Public Records of Tarrant County, Texas, and any amendments, consolidations or restatements thereof.

**1.6 Living Unit** - shall mean and refer to any portion of a building situated on the Property designed and intended for use and occupancy as a residence by a single family.

**1.7 Lot** - shall mean and refer to any designated parcel of real property or plot of land in Highland Meadows on which a Living Unit is or may be located as set forth upon any recorded subdivision plat of the Property, as described on Exhibit A.

**1.8 Member or Members** - shall mean and refer to every person or entity who is an Owner and who holds a membership in the Association and who has rights and obligations with respect to the Association as provided herein.

**1.9 Owner** - shall mean and refer to the record owner, whether one or more persons, regardless of sex, race, national origin or religion, of the fee simple title to any Lot or Living Unit which is a part of the Property, and, notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee (unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure) or person(s) or entity(ies) who hold a bona fide lien or interest in a lot for the performance of an obligation.

## **ARTICLE II RESTRICTIVE COVENANTS**

**2.1 Purpose.** The purpose of these Deed Restrictions is to protect the value and desirability of the Property. These Deed Restrictions provide that Owners of Lots within the Property shall be Members of the Association by mere ownership of a Lot, which membership shall terminate upon conveyance of such Lot, and such Members must adhere to the Bylaws of the Association and the Deed Restrictions. These Deed Restrictions are provided to govern the affairs of the Association, affect the use of the Property, and run with the title to the Property, and are binding on all persons having any right, title or interest in any portion of the Property, their heirs, successors-in-title and assigns. The Property described in Exhibit A are declared to be subject to the provisions of these Deed Restrictions and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged, or otherwise encumbered subject to the Deed Restrictions. These Deed Restrictions shall be binding upon and shall insure to the benefit of all persons having any right, title or interest in all or any portion of such described real property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

**2.2 Use of Lots.** All Lots shall be impressed with the following restrictions, covenants and conditions for the purposes of carrying out a general plan of development and maintenance of the Property and the improvements thereon.

**2.3 Designation of Lots.** All Lots are hereby designated and described as residential Lots, used for single-family residential purposes only. None of the Lots shall be subdivided into smaller Lots.

**2.4 Types of Structures.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Living Unit not to exceed two stories in height with attached garages for not less than two (2) cars, unless approved otherwise in writing by the Architectural Control Committee (ACC). No garage constructed with servants quarters or other approved accessory building(s) that may be constructed on any Lot shall be used for rental purposes, and same may be used only by servants who are employed in the Living Unit erected upon the same Lot where such quarters are located and/or by Members or guests of the family occupying the Living Unit on said Lot. The construction of any apartment house, duplex, and hotel of any kind or character is expressly prohibited. Outbuildings for single-family use may be built only when the Architectural Control Committee approves the plans in writing. Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon.

**2.5 Location of Buildings on Lots.** All Living Units shall be constructed so that the front elevation of the Living Unit faces the street on which the Lot fronts unless any Lot in question fronts two street in which case the Living Unit constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both. All Living Units and accessory structures shall be erected and maintained behind the building line shown on the recorded plat, or as otherwise approved by the Architectural Control Committee. No Living Unit or accessory structure shall be erected on any Lot nearer to the front property line or nearer to the side property line than the building line shown on the recorded plat. No Living Unit or accessory structure shall be erected or maintained nearer than ten (10) feet from the side line of any Lot or as otherwise approved by the



Architectural Control Committee. No building structure on any Lot shall exceed two (2) stories in height.

**2.6 Dwelling Size.** The main Living Unit floor area (that area enclosed for heating and/or air conditioning) shall be not less than 2500 square feet. In the event of a two story structure, the total minimum floor area shall not be less than 2,695 square feet. Such living area shall be calculated exclusive of any areas contained in garages, porches, breezeways, servant's quarters, outbuildings and terraces, etc.

**2.7 Construction.** The exterior walls of any improvement or structure placed or erected on any Lot or tract shall follow all applicable building codes. All Living Units shall be constructed of stone, masonry, brick, stone veneer or other material approved by the ACC. The total exterior wall area, except for windows and doors shall be not less than 75% of such materials, unless otherwise approved by the ACC. No Living Unit, accessory structure or fence shall be erected or maintained on any Lot until the building plans and specifications for same and a plot plan showing the proposed location of same have been approved by the ACC. This section shall be applicable to initial construction and alterations, changes and additions. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, lights, mail chutes, mail boxes, exterior paint or stain, shall be subject to the prior approval of the ACC both as to design, materials and location.

**2.8 Roof Construction.** Roofs shall be not less than 8/12 pitch and shall be constructed of the following approved roofing materials: stone coated steel shakes or shingles, slate, rubber simulated slate, or composition shingles that are fashioned to look like shake shingles and are random looking with high definition and shadow lines. All roofing materials must have a minimum thirty (30) year manufacturer's warranty and a UL Class A fire rating, be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles, or provide solar generation capabilities. No standing seam or vertical panel metal roofs, aluminum roofs, live or harvested organic agricultural plant, dirt, or 3 tab composition shingles are permitted. As to color, the product should be of shades and colors that closely match weathered wood, if simulating a wood shingle roof or medium gray/gray blends for natural slate or simulated slate looking roofs. The shingles must match the aesthetics of the property surrounding the property of the homeowner requesting permission to install the new roofing shingles. Alternative colors approved by the ACC will be done so as to blend with the existing roofs in the subdivision.

In addition to the foregoing, shingles are allowed that:

- (1) are designed primarily to:
  - (A) be wind and hail resistant;
  - (B) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
  - (C) provide solar generation capabilities; **and**
- (2) when installed:
  - (A) resemble the shingles used or otherwise authorized for use in the Property;
  - (B) are more durable than and are of equal or superior quality to the shingles described by Paragraph (A); and

(C) match the aesthetics of the property surrounding the Owner's property.

An ACC Application for Approval form must be submitted to the ACC for approval prior to any installation of a new roof. The shingles used must resemble the shingles used or otherwise authorized for use within the Property. If a homeowner desires to install a material or brand that has not previously been approved, then samples of the product and address location(s) of homes currently installed with the material and color desired must be submitted to the ACC along with the Application for Approval. Prior to repair or replacement of roofs, all damaged or existing roofing materials must be removed ("roof-over" is not permitted).

**The ACC will prepare, maintain, and amend when deemed necessary, an approved listing of roofing products and the Roofing Standards Bulletin for the Association.**

**2.9 Temporary Structures.** No temporary Living Unit, shop, trailer or mobile home of any kind or any improvement of a temporary character (except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot. Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention that only new construction be placed and erected thereon. No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other out-building shall be used on any property at any time as a Living Unit. No building material of any kind or character shall be placed or stored upon the Lot until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

**2.10 Permanent Outbuilding Structures.** All permanent outbuildings to be constructed on the Lot must have approval of the ACC prior to the commencement of any construction. Acceptable permanent outbuildings (including servants quarters, outbuildings for single-family use, or storage buildings) are those of a permanent nature constructed of wood siding, stone, brick or a combination thereof, which must be constructed on a slab and must have the same exterior specifications as the primary structure, including siding and roof pitch. Such structures must be neat, attractive and well maintained. No such structures will be placed on easements or encroach on stated building lines. Freestanding carports will not be allowed.

**2.11 Fences, Walls and Hedges.** No fence, wall or hedge shall be placed on any Lot nearer to the front street than the front building line of any residence. No fence wall or hedge shall be placed on any portion of the Lots with a greater height than eight feet (8'). Any fence or wall shall be constructed of wood, masonry, brick, stone, or other material approved by the ACC. No railroad tie retaining walls will be permitted on the front of any Lot or on the side of any corner Lot. No chain link, wire or woven fence is permitted on any part of any Lot, except as otherwise approved by the ACC. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grown, so as to encroach upon an adjoining Lot, such encroachment shall be removed upon request of the Owner of the adjoining Lot. If the adjoining Lot Owner does not trim the encroachment, the Owner of the Lot being encroached upon may trim the encroaching plants back to the property line.

**2.12 Adjoining Lots.** Parts of two or more adjoining Lots facing the same street in the same block may be designated as one home site, provided the Lot frontage shall not be less than the minimum square footage of the Lot, which shall not be less than 20,000 square feet.

**2.13 Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept for the companionship of the family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of Lots so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of Highland Meadows. Pets must be restrained or confined on the homeowner's Lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification.

**2.14 Nuisances or Illegal Activity.** No trash, ashes or other residue may be dumped, thrown or placed on any Lot within the Property. No noxious or offensive trade or possession shall be carried on in any structure or upon any Lot, nor shall any illegal or immoral activity be permitted, nor shall anything be done or allowed to exist therein or thereon which is, or could become, a nuisance or annoyance to the neighborhood; specifically in this regard, the number and type of pets kept or maintained on any Lot within the Property shall be limited to that type and number that will not be unreasonably noisy or odor-causing. It is the pet owner's responsibility to prevent pets from becoming noisy or a nuisance (pick up after your pet) to the neighborhood.

**2.15 A. Signs or Billboards.** Construction or maintenance signs may be placed on a Lot after the permit is issued by the city, and must be removed the day the work is completed. A sign advertising the sale of property is permitted provided it does not exceed fifteen (15) square feet in size. The Association, or its duly authorized representative, shall have the right to enter upon a Lot and remove any unauthorized sign, advertisement, billboard or other advertising structure which is erected or placed on any Lot and, in doing so, shall not be subject to any liability whatsoever in connection therewith.

**B. Political Signs.** Political signs are an exception to Section 2.15 A, as required by Texas Law. Political signs may only be placed on a Lot on or after the 90<sup>th</sup> day before the date of the election to which the sign relates, and must be removed on or before the 10<sup>th</sup> day after that election date. Only one sign per candidate or ballot item is allowed on any Lot. The sign must be ground mounted, and not attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object. The sign shall not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other existing structure or object, this includes painting architectural surfaces. The political sign shall not threaten public health or safety. The political sign shall not be larger than four feet by six feet, shall not violate the law, or contain language, graphics, or any display that would be offensive to the ordinary person. The political sign shall not be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists. The HMHOA, or its duly authorized agent may remove a sign displayed in violation of this Section 2.15 B, without consent, and in so doing shall not be subject to any liability whatsoever in connection therewith.

**2.16 Antennas and Satellite Dishes.** The erection, construction, placement or installation of any television, radio or other electronic towers, serials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication

upon a Lot or upon any improvement thereon is prohibited, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that reception of an acceptable signal would not be impaired or the cost of installation would not be unreasonably increased, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Living Unit and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land-use and building regulations. No satellite dish larger than one meter (39") in diameter shall be permitted, unless otherwise approved by the ACC. Permitted satellite dish antennas installed above the fence line must be painted to blend in with its surroundings.

**2.17 Garage Doors.** Each residence shall have a detached or attached garage suitable for parking not less than two (2) standard-sized automobiles, and shall conform in design and material with the main structure. All garages shall be either side or rear entry unless otherwise approved by the ACC. Street view into garage must be limited.

**2.18 Lot Maintenance.** A Lot or any portion of any Lot that is exposed to the public view must be maintained by the property Owner in a neat and orderly fashion. The Owner and occupant of each Lot shall cultivate an attractive ground cover or grass on all yards visible from the street, and shall maintain the yards a sanitary and attractive manner, and shall edge the sidewalks, driveways and street curbs.

**2.19 Garbage.** No Lot shall be used as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers in appropriate locations, which may be specified by the ACC. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay. Unless otherwise expressly permitted by the ACC, garbage containers shall be situated and enclosed or screened so as not to be visible from any residential street and may not be placed curbside prior to 6:00 p.m. the day prior to scheduled collection dates. Garbage containers must be returned to their screened location prior to 8:00am the day after garbage collection.

**2.20 Water Supply and Sewage System.** No individual sewage disposal system shall be permitted on any Lot. Private water wells for irrigation are permitted if they meet city code and are approved by the ACC.

**2.21 Drilling.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted in any part of Highland Meadows. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted upon the Property.

**2.22 Boats, Trailers, Recreational Vehicles, Commercial Vehicles and Non-operational Vehicles.** No boats, trailer, mobile home, camper, boat trailer or similar wheeled vehicle shall be stored nearer to the street than the front of the Living Unit situated thereon. Such vehicles shall not be stored or parked on any Lot unless in a closed garage or within the fenced, walled or enclosed portion of such Lot screened from view. Any such fence, wall or other enclosure shall be subject to approval by the Architectural Control Committee. None of these vehicles, trailers or motor homes shall at any time be used as a residence or office temporarily or permanently.

**2.23 Vehicles.** Any vehicle with painted advertisement shall not be permitted to park within the Property unless in a closed garage or within the fenced, walled or enclosed portion of such Lot screened from view. No vehicle of any size which transports flammable or explosive cargo may be kept within the Property at any time. No abandoned, derelict or inoperative vehicles may be stored or located on any Lot unless visually screened from public view.

**2.24 Basketball Goal, Swing-Sets, Trampolines, or Other Playground Equipment.** No basketball goals, swing-sets, trampolines, or other playground equipment may be erected upon any Lot unless such playground equipment is behind all building and set back lines.

**2.25 Mailboxes.** Mailboxes shall be constructed of brick to match the residence and of a design approved by the Architectural Control Committee.

**2.26 Landscaping and Irrigation.** Each Lot on which a Living Unit is constructed shall have landscaping, including, but not limited to, shrubs, flowers, trees, ground cover and grass, of a sufficient quality, quantity and design to be compatible with landscaping on adjoining Lots and the neighborhood setting intended for the Property. Landscaping of a Lot must include a sprinkler system for the front and side yard. Lot Owners shall use reasonable efforts to preserve, keep and maintain the landscaping in a healthy and attractive condition. No railroad ties or large timbers or equivalent shall be permitted in the front, side, or back yards if they will be visible from the street view.

**2.27 Grass and Weeds.** Each Lot Owner shall mow and maintain the landscaping and vegetation of his Lot in such a manner as to control weeds, grass and/or other unsightly growth. Upon failure to maintain the landscaping and vegetation and after ten (10) days prior written notice, if the Owner shall fail to:

- a. Control weeds, grass and/or other unsightly growth;
- b. Remove trash, rubble, building and construction debris; or
- c. Exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition,

the Association or its duly authorized agents and contractors shall have the authority, right and an easement to go onto said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Lot Owner a reasonable fee for mowing and cleaning said Lot on each respective occasion of such mowing or cleaning. Additionally, the HMHOA may

impose fines in accordance with the Violation Enforcement Policy and the Deed Restriction Fine Schedule.

**2.28 Driveways Sidewalks and Curbs.** All Living Units shall include a driveway, sidewalks and curbs (Highland Hills Lane is exempt from requiring sidewalks). All driveways shall be surfaced with concrete or a similar substance approved by the Architectural Control Committee. All sidewalks shall conform to City specifications and regulations. Driveway locations must be coordinated with locations of electrical transformers in easements alongside Lot lines.

**2.29 Easements.** Access easements for the installation and maintenance of utilities, perimeter screening walls and drainage facilities are reserved herein in favor of the Association where deemed necessary by the Board or as shown on the recorded subdivision plat. Easements are reserved for special street lighting or other aerial facilities which may be required by the City of Colleyville or which may be required by the franchise of any utility company. Within easements on each Lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

**2.30 Utility Meters and Air Conditioning.** All utility meters, equipment, air conditioning compressors and similar items must be visually screened from the street and located in areas (not on street side) designated by the Architectural Control Committee. No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence.

**2.31 Commercial Use.** No Lot or improvement shall be used for a retail store front, auto repair business, or for manufacturing purposes of any kind. No noxious or offensive activity shall be undertaken within the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit an Owner of a residence from conducting quiet, inoffensive business activities such as an internet based business, tutoring or giving lessons (i.e. music, art, dance) so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residence and yards.

**2.32 Open Fires.** Except for outdoor fireplaces and for outdoor cooking, no open fires or burning of anything shall be permitted anywhere within the Property.

**2.33 Maintenance of Improvements.** Each Lot Owner shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

**2.34 Solar Energy Devices.** Solar energy devices including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Architectural Control Committee (ACC).

- a. Solar Panels may not be installed upon or within common areas or any area which is maintained by the Highland Meadows Homeowners Association (HMHOA).
- b. Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any HMHOA dedicatory instrument, or within any fenced rear-yard or fenced in patio of the Owner's property, so long as the fence screens the Solar Panels from view by adjacent Lot Owners or any residential street at ground level.
- c. If located on the roof of a home, Solar Panels shall be located on the roof surface facing away from the street, unless the Owner demonstrates that the location proposed by the Owner increases the estimated annual energy production of the Solar Panels, as determined by using a publically available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Panels if located in an area on the roof requested by the HMHOA.
- d. If located on the roof of a home, Solar Panels shall:
  - 1. Not extend higher than or beyond the roof line;
  - 2. Conform to the slope of the roof;
  - 3. Have a top edge that is parallel to the roofline; and
  - 4. Have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available in the market place and blends with the color of the roof to the greatest extent possible.
- e. If located not on a roof but within the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line.
- f. The ACC may deny a request for the installation of Solar Panels if it determines, and such determination is reduced to writing, that the placement of the Solar panels as proposed by the property Owner constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The property Owner may obtain the written approval of the proposed placement of the Solar Panels by all property Owners of adjoining property. In this case, the Architectural Control Committee shall approve the installation should it meet all other requirements contained herein unless it determines that the placement substantially interferes with the use and enjoyment of land of persons other than adjoining landowners.
- g. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the Owner.
- h. Solar Panels must be properly maintained at all times or removed by the Owner.
- i. Solar Panels which become non-functioning or inoperable must be removed by the Owner of the property.
- j. Solar Panels are prohibited if a Court Determines that the installation therefore violates any law or threatens the public health or safety.



**2.35 Flags and Flagpoles.** All freestanding flagpole installations may only be installed after receiving written approval from the Architectural Control Committee.

- a. The only flags which may be displayed are:
  1. The flag of the United States of America.
  2. The flag of the State of Texas.
  3. An official or replica flag of any branch of the United States armed forces.
  4. The POW MIA flag.
  5. The Blue Star or Gold Star service flags.
  6. A college or professional sports team flag.
- b. Also allowed are seasonal and decorative banners such as July 4 bunting and banners, and other decorative seasonal and holiday banners, as long as the banners do not contain offensive images or words.
- c. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
- d. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- e. The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- f. Any freestanding flagpole, or flagpole attached to a Living Unit, shall be constructed of permanent, long-lasting materials. The materials used for the flag pole shall be harmonious with the Living Unit and have a finish appropriate to the materials used in the construction of the flagpole.
- g. The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
- h. A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- i. No more than two freestanding flagpoles will be allowed per Lot. Flagpoles can either be securely attached to the face of the Living Unit (no other structure) or be a freestanding flagpole. A flagpole attached to the Living Unit may not exceed 6 feet in length. A freestanding flagpole may not exceed 20 feet in height.
- j. Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- k. Any flag flown or displayed on a flagpole attached to the Living Unit may be no larger than 3'x5'.
- l. Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor



- complaints of noisy halyards are a basis to have flag removed until Owner resolves the noise complaint.
- m. The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another Living Unit. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
  - n. Flagpoles shall not be installed in Common Area or property maintained by the Association.

**2.36 Display of Certain Religious Items.** The display of certain religious items on the entry of a residence are subject to the following restrictions:

- a. The religious item shall not threaten the public health or safety;
- b. Shall not violate the law;
- c. Contain language, graphics, or any display that is patently offensive to a passerby;
- d. Shall not be in a location other than the entry door or door frame, or extend past the outer edge of the door frame;
- e. Shall not have a total size of greater than 25 square inches.
- f. The homeowner or resident is not authorized to use a material or color for an entry door or door frame, or make alterations to the entry door or door frame for the display of religious items without the approval of the ACC.

**2.37 Rain Barrels.** Homeowners may install rainwater harvesting systems under the following conditions.

- a. Rainwater harvesting systems shall not be installed in the common areas.
- b. Rainwater harvesting systems shall not be installed on a homeowners property between the front building line and the street.
- c. Rainwater harvesting systems must be screened from view and shall not be visible from the street.

## **ARTICLE III ARCHITECTURAL CONTROL COMMITTEE**

**3.1 Architectural Control.** The Architectural Control Committee, also called the ACC, shall consist of no less than 3 or more than 5 members appointed by the Board. The ACC shall exercise architectural control. In no case shall the ACC's approval of proposed improvements be unreasonably

withheld. The Chairman of the ACC shall not be a member of the Board. However, members of the Board may serve as members of the ACC. ACC members may also be Board members or individual Lot Owners. The ACC shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Property. Members of the HMHOA are encouraged to volunteer to serve on the Architectural Control Committee.

A majority of the ACC's members may act on behalf of the entire ACC. In the event of death or resignation of any member of the ACC, the Board shall have full authority to designate and appoint a successor. No member of the ACC shall be entitled to any compensation for services performed hereunder and neither the ACC nor any of its members shall be liable to any Owner, for any claims, causes of action or damage of whatever kind (except where occasioned by gross negligence) arising out of service performed, actions taken, or inaction in connection with any undertaking, responsibility, or activity hereunder or request for same. No building, structure, fence, wall or exterior improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications (including, but not limited to, erection plans) and/or a plot plan have been submitted in duplicate (electronic submissions are permitted) to and approved in writing by the ACC as to:

- a. Quality of workmanship and materials; adequacy of site dimensions; adequacy of structural design; proper facing of main elevation with respect to nearby streets;
- b. Conformity and harmony of the external design, color, type and appearance of exterior surface and landscaping;
- c. Location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots and improvements situated thereon and any drainage arrangement;
- d. Compliance with the standards set forth within the Deed Restrictions (and any amendments hereto) or as may be set forth within architectural standards bulletins or Design Guidelines promulgated by the ACC, or matters in which the ACC has been vested with the authority to render a final interpretation and decision.
- e. ACC Approval Process

Final plans and specifications shall be submitted in duplicate (electronic submissions are permitted) to the ACC for approval or disapproval. Each request submitted shall require a majority approval of the ACC members. **ACC response to all requests is required within fifteen (15) business days of the ACC's documented receipt of the request.** At such time as the plans and specifications meet the approval of the ACC, one complete set of plans and specifications will be retained by the ACC and the other complete set of plans will be marked "Approved" and returned to the Owner or his designated representative or marked "Approved", based on certain conditions and specifications. If found not to be in compliance with these Deed Restrictions or the Design Guidelines, one set of such plans and specifications shall be returned marked "Disapproved", accompanied by a reasonable statement of items found not to comply with

these Deed Restrictions or the Design Guidelines. Any modification or change to the approved set plans and specifications must again be submitted to the ACC for its inspection and approval. The approval or disapproval of the ACC, as required herein, shall be narrative and in writing. Any Lot Owner who disagrees with the decision of the ACC may appeal to the full Board. **If the ACC, or its respective designated representative, fail to approve or disapprove such plans and specifications within fifteen (15) business days after the date of submission, then approval shall be presumed;** provided, however, that no such approval shall be presumed if the request is submitted by or on behalf of a Member to the ACC relating to additions or remodeling of an existing structure. Submission shall occur upon the actual documented receipt of the plans and specifications by the ACC. Further provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in the following paragraph, nor shall any failure of the ACC to act on a variance request within any particular period of time constitute the granting or approval of any such variance request.

Upon submission of a written narrative request for same, the ACC may, from time to time, in its sole discretion, permit Owners to construct, erect or install improvements that are in variance from these Deed Restrictions or the Design Guidelines as they may be promulgated and amended by the ACC. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the ACC shall be liable to any Owner or other person claiming by, through or on behalf of any Owner, for any claims, causes of action or damages arising out of the granting or denial of or other action or failure to act upon, any variance request by any Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce these Deed Restrictions or the Design Guidelines against any other Owner. Each such written request must identify and set forth in narrative detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the ACC must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

The ACC may from time to time publish and promulgate Design Guidelines that shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of these Deed Restrictions. Such Design Guidelines shall supplement these Deed Restrictions and are incorporated herein by reference. Although the ACC shall not have unbridled discretion with respect to taste, design and any absolute standards specified herein, the ACC shall be responsive to technological advances or general changes in architectural designs and related conditions in future years and use its best efforts to balance the equities between matters of taste and design (on the one hand) and use of private property (on the other).

## **ARTICLE IV ASSESSMENTS**

**4.1 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purposes of:

- a. Promoting the health, recreation, and welfare of the residents of the Property;
- b. Improving and maintaining the Common Elements which shall mean and refer to any real property and the improvements thereon located within or adjoining the Property and maintained by the Association, as determined by the Board, for the common benefit and enjoyment of the Owners and occupants of the Property, and shall include the wall parallel to Hall Johnson Road and Pool Road, the area between the wall and the street that define the exterior boundaries of Highland Meadows, planter beds and irrigation systems;
- c. The payment of insurance (if any) in connection with the Common Elements and the repair, replacement and additions thereto;
- d. The payment for water and electricity for the entrance monument lights, for irrigation associated with the flower beds maintained by the Association and the repair, replacement and additions of various items within the Common Elements;
- e. Paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and the management and supervision of, the Common Elements;
- f. Carrying out the duties of the Board;
- g. Carrying out the various matters set forth or envisioned herein or in any amendment or supplement hereto; and
- h. For any matter or thing designated by the City of Colleyville in connection with any zoning, subdivision, platting, building or development requirements.

**4.2 Basis and Amount of Annual Maintenance Assessments.** The annual assessment shall begin on the first day of January of each year and the annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate. The annual assessment for the year 2014 is \$355.00. Each year the Board shall propose a budget with the annual assessment for the upcoming year established therein. The Members will vote on each annual budget. In the event the Members do not approve the budget presented by the Board, the most recently adopted budget and annual assessment established thereby shall remain in effect until a new budget is approved by the Members.

**4.3 Priority of Payments Schedule.** The Association shall apply Owners' payments in the following order: (1) delinquent assessments; (2) current assessments; (3) attorney fees and collection costs associated with delinquent assessments; (4) other attorney fees; (5) fines; (6) other amounts. EXCEPTION: if at the time an Owner submits a payment, he/she is in default under a payment plan, the

Association does not have to follow the above-described application schedule. Payments will then be applied as determined by the Board of Directors. However, fines cannot be given priority over any other amount owed under any circumstances.

**4.4 Special Assessments for Capital Improvements.** In addition to the annual assessments, the Association may levy in any fiscal year a special group assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Elements, including any necessary fixtures and personal property related thereto; provided that any such assessment shall have the affirmative approval of a majority of the Members of the Association present in person or by proxy at a regular or special meeting called for that purpose.

**4.5 Uniform Rate of Annual and Special Assessments.** Both annual and special group assessments must be fixed at a uniform rate for all Lots.

**4.6 Date of Commencement of Assessments: Due Dates.** The Board shall send written notice of the any assessment to every Owner subject thereto at least thirty (30) days in advance of the assessment period.

**4.7 Effect of Non-Payment of Assessments.** If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall be considered delinquent and shall, together with interest thereon at the rate per annum set by the Board, not to exceed the maximum rate allowed by law, late fees and costs of collection thereof, thereupon become a continuing debt secured by a self-executing lien with a power of sale on the Lot of the non-paying Owner either created herein or established in the Prior Restrictions which shall bind such Lot in the hands of the Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot. The Board shall determine whether late fees are to be imposed against any Owner for which assessments are not paid within sixty (60) days after the due date. Further, in the event of default in the payment of any assessment or interest in accordance with the terms hereof, the Association may elect to foreclose and sell the Lot in accordance with Texas law, and through a private power of sale which is reserved herein for the benefit of the Association.

The Association has the option, but is not required to do so, to give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days of the original date due.

**4.8 Payment Plans.** The HMHOA board shall offer payment plans with a minimum term of 3 months and a maximum term of 18 months. Homeowners making payments pursuant to an approved payment plan cannot be charged "monetary penalties." However, the Association may charge reasonable administration costs and interest. The HMHOA Board is not required to offer a payment plan if a homeowner has defaulted on a payment plan in the last 2 years.

## **ARTICLE V ENFORCEMENT**

**5.1 Notice Before Enforcement Action.** Before the Association may: (i) file a lawsuit against an Owner (other than a suit to collect a regular or special assessment or foreclose under a lien), (ii) charge an Owner for property damage, or (iii) levy a fine for a violation of the Deed Restrictions, Design Guidelines or Bylaws of the Association, the Association or its agent must give written notice to the Owner. The initial notice will inform the Owner of the nature, description and location of the violation. If the violation has not been corrected, a second notice will be sent to the Owner stating that fines may be imposed or other action may be taken. The third notice shall be sent by certified mail, return receipt requested. The third notice must describe the violation or property damage that is the basis for the action, the charge, or fine and state any amount due the Association from the Owner. The notice must also inform the Owner that the Owner is entitled to cure the violation and avoid the fine (unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months) and may request a hearing before the Board of Directors under Section 5.3 on or before the 30<sup>th</sup> day after the Owner receives the notice.

**5.2 Imposition of Violation Fines.** In the event that any person fails to cure (or fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Bylaws, the Deed Restrictions, or the Design Guidelines within thirty (30) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a reasonable fine for such violation (the "Violation Fine"). If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, after ten (10) days written notice, to impose another Violation Fine as specified in the fine schedule promulgated by the Board. The Violation Fines shall be due and payable as determined by the Board, shall be considered assessments and are secured by the lien described in Section 4.7.

**5.3 Hearing Before the Board; Alternate Dispute Resolution.** The Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter before the Board of Directors of the Association. If a hearing is to be held before a committee created for this purpose, the notice prescribed by section 5.1 must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board. The committee or the Board, if there is no committee, shall hold a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10<sup>th</sup> day before the hearing. The committee, the Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of 10 days. Additional postponements may be granted by agreement of the parties. The Owner or the Association may make an audio recording of the hearing.

**5.4 Restraining Order and Temporary Injunction.** The notice and hearing provision contained in this article do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action. If a suit is filed relating to the matter that those sections apply, a party to the suit may file a motion to compel mediation.

**5.5 Foreclosure.** Only licensed attorneys may draft and file a lien on behalf of the

Association. State law makes it clear that existing law requiring attorneys to draft and file any instrument that affects title to real property applies to an association's lien, notice of claim of lien, or similar document. The Association may not foreclose an Owner's assessment lien if the debt securing the lien consists solely of fines assessed by the Association or attorney's fees incurred by the Association solely associated with fines assessed by the Association.

## **ARTICLE VI NON-CONFORMING USE**

**6.1 Exemptions.** The Association, through its Board, is hereby vested with the authority to grant a nonconforming status or exemption (in the sole discretion of Highland Meadows Homeowners Association) to certain property Owners who were in compliance with the Prior Restrictions on the date of adoption of these Deed Restriction, but whose actions, use or improvements would be rendered a violation hereof as a result of the modification of the Prior Restrictions which are contained herein. **In order to grant such non-conforming status, the Board will issue a letter to those property Owners which will specifically delineate the provisions of these Deed Restrictions that the property Owner is violating, specifically setting forth the conditions for which non-conforming status or exemption is granted.**

## **ARTICLE VII GENERAL PROVISIONS**

**7.1 Duration.** The Deed Restrictions shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association and/or the Owners subject to these Deed Restrictions, their respective legal representatives, heirs, successors and assigns, for a term of 10 years, after which time said Deed Restrictions shall be automatically extended for successive periods of ten (10) years.

**7.2 Amendments.** Notwithstanding Section 7.1 of this Article, Deed Restrictions may be altered, amended, or repealed and a new Declaration of Restrictions, Covenants, and Conditions (Deed Restrictions) may be adopted at a regular or special meeting of the Members, by a vote of a majority (51%) of the Members present in person or by proxy, or absentee ballot, or electronic ballot. Should Federal, State, or Local laws or ordinances require these Deed Restrictions to be modified to be in compliance, the Deed Restrictions may be amended by the Board without the written consent a majority of the Members of the HMHOA. Any and all amendments, if any, shall be recorded in the office of the County Clerk of Tarrant County, Texas.

**7.3 Easements.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plats of the Property and over the rear five (5) feet of each Lot. Easements are also reserved for the installation, operation, maintenance, and ownership of utility service lines from the property lines to the residences. By acceptance of a deed to any Lot, the Owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the Lot.

**7.4 Recorded Plat.** All dedications, limitations, restrictions and reservations shown on the



plats of the Property are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed conveying Lots in the Property, whether specifically referred to therein or not.

**7.5 Enforcement.** Enforcement of these Deed Restrictions shall be by a proceeding initiated by any Owner, the Board of Directors or by the City of Colleyville, against any person or persons violating or attempting to violate any covenant or restriction contained herein, either to restrain or enjoin such violation or to recover damages for the violation, or both or to enforce any lien created by this instrument. The Board of Directors shall have an election and right, but not an obligation or duty, to enforce these Deed Restrictions by a proceeding or proceedings at law or in equity. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party. Further, and with respect to any litigation brought against the Board or any of their members or representatives arising out of any action, failure to act, or performance or nonperformance of duties imposed hereby, the Board or any of their members or representatives so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them, unless the Board or their members or representatives shall specifically be adjudicated liable to such claimant. The Board of Directors of the Highland Meadows Homeowners Association has established procedures and practices as published in the HMHOA Violation Enforcement Policy, for the enforcement of these Deed Restrictions and for the elimination of violations found to exist on and about the Property.

**7.6 Severability.** If any one of the covenants or restrictions contained herein is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining covenants and restrictions shall not be affected thereby.

**7.7 Headings.** The headings contained in this Amended Declaration of Restrictions, Covenants, and Conditions of the Highland Meadows Homeowners are for reference purposes only and shall not in any way affect the meaning or interpretation of these Amended Declaration of Restrictions, Covenants, and Conditions of the Highland Meadows Homeowners Association.

**7.8 Notices to Owners.** Any notice required to be given to any Owner under the provisions of these Deed Restrictions shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

**7.9 Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Association's Bylaws shall be determined by the Board, whose reasonable determination shall be final and binding upon all Owners.

**7.10 Mortgages.** It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to the Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.



**7.11 Conflict.** If the event of any conflict between any provision in the Declaration and the Bylaws, the Declaration shall control. A provision in the articles of incorporation of the Association that is inconsistent with the Bylaws controls over the Bylaws except as allowed by law.

**7.12 Binding Effect.** Each of the conditions, covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any right, title or interest in the Property, it being understood that such conditions, covenants, restrictions and agreements are not for the benefit of the owner of any land except the Property, and the same shall inure to the benefit of Owners of land in the Property. This instrument, when executed, shall be filed of record in the deed records of the Tarrant County so that each and every Owner or purchaser of any portion of the Property is on notice of the conditions, covenants, restrictions and agreements herein contained.

**7.13 Other Authorities.** If other authorities, such as the City or County, impose more demanding, expansive or restrictive requirements than those set forth herein, such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

**7.14 Addresses.** Any notices or correspondence to an Owner of a Lot shall be addressed to the street address of the Lot, unless any such Owner has provided the Association with written notice of a change in mailing address.

EXECUTED this 16 day of January, 2015.

Homeowners of Highland Meadows, Inc., d/b/a  
Highland Meadows Homeowners Association

By: Mary A. Nichols

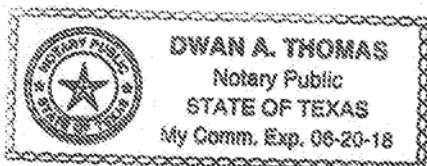
President

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

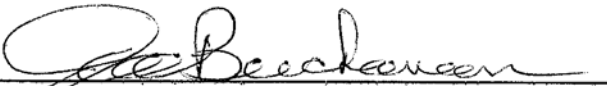
This instrument was acknowledged before me this 16<sup>th</sup> day of January, 2015, by Mary A. Nichols, President of the Homeowners of Highland Meadows, Inc., d/b/a Highland Meadows Homeowners Association, on behalf of said corporation.



Dwan A. Thomas  
Notary Public, State of Texas

**CERTIFICATION OF AMENDMENT**

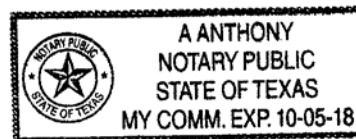
As Secretary of the Homeowners of Highland Meadows, Inc., d/b/a Highland Meadows Homeowners Association, I have read the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Homeowners of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association, do certify that it is true and correct, that it was approved upon the express written consent of the requisite number of Owners of Lots in the Property (one signature/vote for each Lot so owned), and do hereby approve same for recording in the Official Public Records of Tarrant County, Texas.

  
Secretary

THE STATE OF TEXAS §  
§  
COUNTY OF TARRANT §

This instrument was acknowledged before me this 16 day of January, 2015, by Joe Buchanan Secretary of the Homeowners of Highland Meadows, Inc., d/b/a Highland Meadows Homeowners Association, on behalf of said corporation.

  
Notary Public, State of Texas



## **EXHIBIT A**

### **Phase I**

All lots and blocks of Highland Meadows, Phase I, an addition to the city of Colleyville, Tarrant County Texas according to the plat recorded in volume 388-173 page 38, and volume 388-181 page 66 of the map and plat records, Tarrant County, Texas.

### **Phase II**

All lots and blocks of Highland Meadows, Phase II, an addition to the city of Colleyville, Tarrant County Texas according to the plat recorded in volume 388-208 page 98 of the map and plat records, Tarrant County, Texas.

### **Phase III**

Lot 7, block1; lots 13 – 27 block 7; lots 6-8, block9; lots1-2, block19; and lots 1-23, block 18 of Highland Meadows Phase III, an addition to the city of Colleyville, Tarrant County, Texas, according to the plat recorded in cabinet A, slide 151, plat records, Tarrant County, Texas.

### **Phase IV**

All lots and blocks of Highland Meadows, Phase IV, an addition to the city of Colleyville, Tarrant County Texas according to the plat recorded cabinet A slide315 of the map and plat records, Tarrant County, Texas.

### **Phase V**

Lots 1-8, block 26, lots 2-7, block 27, and lots 1-4 block 28 of Highland Meadows Phase V, an addition to the city of Colleyville, Tarrant County, Texas, according to the plat recorded in cabinet 8 slice 869 plat records, Tarrant County Texas.

# MEADOWS 367 ADDRESSES & LOTS

HIGHLAND

THIS PLAT CONFIRMED ACCORDING  
TO CERTIFIED PLATS AT TARRANT  
COUNTY COURTHOUSE OBTAINED AND  
SUBMITTED BY KEITH BUTTERFIELD  
ON AUGUST 15, 2006 TO THE BOARD  
MEETING OFFICERS & DIRECTORS.

