

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr.
Henry Oddo Austin & Fletcher, P.C.
1700 Pacific Avenue
Suite 2700
Dallas, Texas 75201**

**SECOND SUPPLEMENTAL
CERTIFICATE AND MEMORANDUM
OF RECORDING OF DEDICATORY INSTRUMENTS FOR
HOMEOWNERS ASSOCIATION OF HIGHLAND MEADOWS, INC.
d/b/a HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The undersigned, as attorney for Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association, for the purposes of complying with Section 202.006 of the Texas Property Code and to provide public notice of the following dedicatory instruments affecting the owners of property described on Exhibit B attached hereto, hereby states that the dedicatory instruments attached hereto are true and correct copies of the following:

1. ***Violation Enforcement Policy of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association*** (Exhibit "A-1");
and
2. ***Deed Restriction Violation Fine Schedule of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association*** (Exhibit "A-2").

All persons or entities holding an interest in and to any portion of property described on Exhibit B attached hereto are subject to the foregoing dedicatory instruments as they replace and supersede, 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 of Directors.

IN WITNESS WHEREOF, the Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association has caused this Second Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Tarrant County Clerk, and serves to supplement that certain Certificate and Memorandum of Recording of Dedicatory Instruments for the Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association, filed on September 10, 2012, and recorded as Instrument No. 212221180 in the Official Public Records of Tarrant County, Texas; and that certain First Supplemental Certificate and Memorandum of Recording of Dedicatory Instruments for the Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association, filed on November 1, 2013, and recorded as Instrument No. D213284275 in the Official Public Records of Tarrant County, Texas.

**HOMEOWNERS ASSOCIATION OF
HIGHLAND MEADOWS, INC.
d/b/a HIGHLAND MEADOWS
HOMEOWNERS ASSOCIATION**

By: _____

Its: Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Vinay B. Patel, attorney for Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this 18th day of September, 2015.


Notary Public, State of Texas

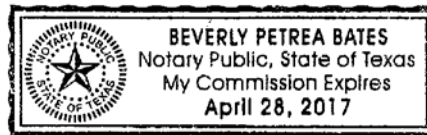


EXHIBIT A-1

THE HOMEOWNER'S ASSOCIATION OF HIGHLAND MEADOWS D/B/A HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION

VIOLATION ENFORCEMENT POLICY

AUGUST 2015

**THE HOMEOWNER'S ASSOCIATION OF HIGHLAND MEADOWS D/B/A
HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION**

VIOLATION ENFORCEMENT POLICY

The Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association ("**Association**"), including by delegation of authority, the management company hired to administer and implement the affairs of the Association, herein referred to as "**Management**", has the authority pursuant to the Amended and Restated Declaration of Restrictions, Covenants, and Conditions ("**Deed Restrictions**") and the Amended Bylaws of the Highland Meadows Homeowners Association, Inc. ("**Bylaws**"), to determine, in its reasonable discretion, the enforcement process and manner of remedy for violations of the provisions set forth in the Deed Restrictions, the Bylaws, rules and regulations, or design/architectural guidelines (collectively, the "**Governing Documents**").

The Board of Directors of the Association ("**Board**") has established procedures for the enforcement of the Governing Documents, and for the elimination of violations which may be found to exist within the Association;

The following procedures and practices are established for the enforcement of violations of the Governing Documents of the Association and for the remedy of violations of such provisions found to exist in, on or about any property within the Association and the same are to be known as the "**Deed Restrictions Violation Enforcement Policy**" of the Association in the discharge of its responsibilities for enforcement of remedies for violations within the Association:

1. Establishment of a Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Governing Documents of the Association constitutes a "Violation" under this policy.
 - a. Architectural. Any improvement of any kind or nature erected, placed or altered on the exterior of any Lot which has not been first approved by the Architectural Control Committee ("**ACC**" or "**Committee**") or which does not in all respects conform to that which has been so approved is deemed a "Violation" under this Enforcement Policy.
 - b. Use Restrictions. Any activity or condition allowed to continue on any Lot that is in direct opposition to the Governing Documents which is not expressly authorized by the Board or the ACC is deemed a "Violation" under this enforcement policy.
2. Notice of Violation.
 - a. Initial or Courtesy Notice of a Violation. Upon verification of the existence of a Violation by Management, Management will send to the Lot Owner a written notice of the discovery of the Violation ("**Initial Notice**"). The Lot Owner will have at least

fourteen (14) days from the date of the Initial Notice to correct or eliminate the violation(s). The Initial Notice will inform the recipient as follows:

- (i) The nature, description and location of the Violation, reference to the rule or provision being violated (applicable article, section and paragraph number of the Governing Documents); and
- (ii) A description of the action required to cure the violation.
- (iii) A request to remedy the Violation; and
- (iv) Notice that if the Violation has already been corrected or if plans and specifications for a subject improvement have been submitted to the ACC to disregard the notice.

b. Second Notice of Violation: Upon verification of the continued existence of a Violation by Management, Management will send to the Lot Owner a written notice of the continued Violation ("**Second Notice**"). The Lot Owner will have an additional fourteen (14) days from the date of the Second Notice to correct or eliminate the violation(s). The Second Notice will inform the recipient as follows:

- (i) The nature, description and location of the Violation, reference to the rule or provision being violated (applicable article, section and paragraph number of the Governing Documents); and
- (ii) A description of the action required to cure the violation.
- (v) A request to remedy the Violation; and
- (vi) Notice that if the Violation has already been corrected or if plans and specifications for a subject improvement have been submitted to the ACC to disregard the notice.

c. Third Notice of Violation: If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ACC or if the ACC has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than fourteen (14) days from the Second Notice, Management shall send to the Lot Owner a Third Notice of Violation ("**Third Notice**") informing the recipient as follows:

- (i) The nature, description and location of the Violation, a reference to the rule or provision being violated (applicable article, section and paragraph number of the Governing Documents), and that the Lot Owner failed to correct the Violation, as previously requested, and
- (ii) Notice that if the Violation is corrected or eliminated within fourteen (14) days from the delivery of the Second Notice of Violation, no further action will be taken; and

- (iii) If necessary, work on any Improvement must cease immediately and may not resume without the expressed written approval of the ACC; and
 - (iv) Failure to remedy or cease work on any subject improvement will result in the Association electing to pursue any one or more of the remedies available to the Association under the Deed Restrictions or this Enforcement Policy.
 - (v) If the issue is not resolved, or no response is received from the Lot Owner, then this Third Notice letter shall be sent, by certified mail, return receipt requested. This Third Notice letter must also describe the violation that is the basis for the action, charge or fine. This notice must also inform the Lot Owner that the Lot Owner is entitled to cure the violation by a specific date (not number of days) and avoid the charge or fine.
 - (vi) The Owner may, on or before thirty (30) days from the day the third letter is mailed, deliver to the Association a written request for a hearing before the Board of Directors, to discuss and verify the facts and to resolve the matter.
 - (vii) That the owner may have special rights for relief related to the enforcement action under federal law and the Texas Property code, if the owner is serving on active duty in the military.
- d. Failure to Remedy. Failure to bring the Lot into compliance may result in the Board taking one or more of the following actions:
- (i) Cease all work immediately upon receipt of the Third Notice, or
 - (ii) Remedy the current violation existing upon the Lot within thirty (30) days of the date of the Third Notice, shall constitute a continuing Violation and result in one or more of the following:
 - (a) A fine and or fees and interest thereon being levied by the Association against the Lot Owner,
 - (b) Correction of the offending Violation by the Association, including all expenses incurred in enforcing the Governing Documents, including but not limited to fines, processing fees, interest charges, and reasonable attorney's fees, shall be charged to the Lot Owner's account, or
 - (c) Any other remedy under law or at equity available pursuant to the Governing Documents, including but not limited to injunctive relief. Management may send to the Lot Owner a formal 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."

3. Fine Structure. The Board shall have final discretion in determining the appropriate fine for the Violation. The Board may adopt and amend from time to time, a Deed Restrictions Violation Fine Schedule applicable to Violations within Highland Meadows, which may include a progression of fines and fees for repeat offenders. 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 Lot Owner's account.
 - a. Imposition of fines and fees will be in addition to, and not exclusive of, any other rights, remedies and recoveries of the Association.
 - b. Fines and fees are imposed against Lots and become the personal obligation of the Lot Owner.
4. Hearing. Included in the Third Notice will be the opportunity for the Lot Owner to request and be granted a hearing by the Board. The Notice of Fine will allow the Lot Owner thirty (30) days to contact Management, in writing, to request a hearing upon the issue of the continuing violation. Such hearing shall be held no later than the 30th day after the date the Board receives the Lot Owner's request for a 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 the officer, delegate, or agent who delivered such notice. The notice of hearing shall be sent no later than the 10th day before the hearing. The Association or the Lot Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than (ten) 10 days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction or fine, if any, imposed by the Board. The Association shall notify the Lot Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction or fine if the violation is cured within the ten-day period. Such suspension shall NOT constitute a waiver of the right to fine future violations of the same or other provisions and rules by the Lot Owner. Should the Lot Owner fail to contact Management within thirty (30) days of the Third Notice, that party will have waived its opportunity for a hearing. The hearing may be held during the executive session of the board meeting affording the alleged violator a reasonable opportunity to be heard.
5. Referral to Legal Counsel. Where a Violation is determined to exist and is referred to the Board pursuant to this Enforcement Policy and where the Board deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for purposes of seeking to correct or otherwise address the Violation, including an action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association. Attorney's fees and all costs incurred by the Association in enforcing the Governing Documents shall become the personal obligation of the homeowner.
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 telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgement acknowledging delivery of telecopy.
 - (ii). When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date 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. The third Notice of Violation will be sent certified mail, return receipt requested.
 - b. Where the interests of an Owner in a Lot 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 has been and is 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 representative or agent.
7. Cure of the Violation During Enforcement. A Lot Owner may correct or eliminate a Violation at any time prior to the imposition of any fine. Upon verification by the Board or Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines will be collected from the Lot Owner.
 8. Repeated Violation of the Same Provision of the Governing Documents. Whenever a Lot Owner, who has previously cured or eliminated a violation after receipt of an Second Notice of Violation, commits a separate violation of a similar provision of the Governing Documents within six (6) months from the date of the Second Notice of Violation, Management shall 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.
 9. 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, successor's transferees or assigns, and all properties in Highland Meadows shall hereafter be held, occupied, transferred and conveyed subject to the terms and conditions of this Enforcement Policy, as amended.

This is to certify that the forgoing Violation Enforcement Policy was adopted by the Board of Directors by unanimous consent, effective as of the 18 day of Sept., 2015, until such date as it may be modified, rescinded or revoked.

Mary A. Nichols
President

Vice President

Treasurer

Director

Director

Director

Director

EXHIBIT A-2

THE HOMEOWNER'S ASSOCIATION OF HIGHLAND MEADOWS d/b/a
HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION

DEED RESTRICTION VIOLATION FINE SCHEDULE

AUGUST 2015

HIGHLAND MEADOWS HOMEOWNER ASSOCIATION DEED RESTRICTION VIOLATION FINE SCHEDULE

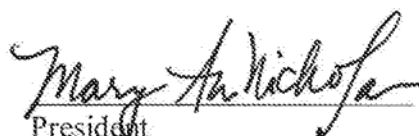
Payment of the fine amount does not imply or constitute a waiver of enforcement or the granting of a variance for the violation. All Violations must be corrected and brought into compliance with the Highland Meadows Declaration of Restrictions, Covenants, and Conditions (Deed Restrictions), By-Laws, Architectural Standards Bulletins or guidelines. Failure to pay fines could result in a lien being placed on the Owner's Property. The Owner shall be responsible for any fines and enforcement costs assessed on the Property. The violation fines will be levied as described below.

Exemplar violations are outlined in this Deed Restriction Violation Fine Schedule. This is not an exhaustive list of violations.

VIOLATION	FINE	FREQUENCY
Construction, installation, erection or placement of exterior improvements "regulated" by the Governing Documents without prior approval of the ACC.	\$200	each time the violation is observed
Failure to erect, construct, place or install an improvement in accordance with provisions approved by the ACC.	\$100	each time the violation is observed
Trash cans left in public view on days other than designated trash pickup days.	\$50*	* for initial violation, a door hanger reminder will be left each time the violation is observed
Boats, Trailers, or Recreational Vehicles stored on a Lot, but not screened from view.	\$50	each time the violation is observed
Satellite dishes, electronic towers, aerials, antennae installed on lots without ACC approval (excluding certain devices covered by the Telecommunications Act of 1996)	\$50	each time the violation is observed
Failure to maintain wood, wrought iron or ornamental fences and masonry retaining walls.	\$50	each time the violation is observed
Failure to maintain landscaping vegetation, uncut grass, weeds, dead plants, trees, etc.	\$50	each time the violation is observed
Holiday decorations displayed 30 days after that particular holiday	\$50	each time the violation is observed
Livestock or poultry kept on Lot	\$500	each time the violation is observed

Home repairs needed (painting, rotting wood, sagging gutters, damaged garage door, broken light fixtures, etc.)	\$100	each time the violation is observed
Failing to control, restrain, or leash animal(s) when outside of Owner's home or fenced in yard, including noises	\$100	each time the violation is observed
Other Deed Restriction violations	\$100	each time the violation is observed

This is to certify that the forgoing Deed Restriction Fine Schedule was adopted by the Board of Directors by unanimous consent, effective as of the 18 day of Sept., 2015, until such date as it may be modified, rescinded or revoked.


President

Vice President

Treasurer

Director

Director

Director

Director

Exhibit B

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, 2008 TO THE BOARD
MEETING OFFICERS & DIRECTORS.

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