

# **ARTICLES OF INCORPORATION**

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*Mary Louise Garcia*  
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Submitter: ACS

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

**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 the 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:

- *Articles of Incorporation of Homeowners Association of Highland Meadows, Inc. (DBA as Highland Meadows Homeowners Association)* (Exhibit "A-1"); and
- *Bylaws of Homeowners Association of Highland Meadows, Inc.* (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.

IN WITNESS WHEREOF, the Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association has caused this Certificate and Memorandum of Recording of Dedicatory Instruments to be filed with the Tarrant County Clerk.

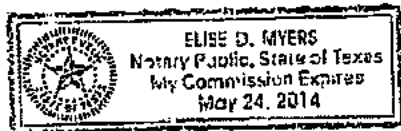
HOMEOWNERS ASSOCIATION OF HIGHLAND  
MEADOWS, INC. d/b/a HIGHLAND MEADOWS  
HOMEOWNERS ASSOCIATION


By:   
Its: Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the 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 7<sup>th</sup> day of September, 2012.



  
Notary Public, State of Texas

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ARTICLES OF INCORPORATION  
OF

FILED  
In the Office of the  
Secretary of State of Texas

FEB 15 1989

Clerk I.B.  
Corporations Section

HOMESOWNERS OF HIGHLAND MEADOWS, INC  
(DBA AS HIGHLAND MEADOWS HOMESOWNERS ASSOCIATION)

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned person(s), all of whom are residents of the State of Texas and all of whom are of full age, acting as incorporators of a corporation, sign and acknowledge the following Articles of Incorporation for such corporation.

Any terms not herein defined shall have the meaning attributable thereto in the Dedication and Restrictions for Highland Meadows Addition, First Filing, to the City of Colleyville dated April 12, 1985, filed of record April 15, 1985 in Volume 8151, Page 371 of the Deed Records of Tarrant County, Texas, as amended.

ARTICLE I

The name of the Corporation is Homesowners of Highland Meadows, Inc. hereafter called the "Association" and will be doing business as (DBA) Highland Meadows Homesowners Association. This corporation is a Non-profit corporation.

ARTICLE II

The principal and initial registered office of the Association is located at 6107 Lansford Lane, Colleyville, Tarrant County, Texas 76034.

ARTICLE III

Richard Newton is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and no part of the Association's net earnings shall inure to the benefit of any member or private individual. The specific purposes for which it is formed are to provide for maintenance and preservation of the entrance structures, landscaping and walls along Hall-Johnson Road and Meadowhill Drive which run along the perimeter of and within the tract of property described as



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Highland Meadows Addition, Colleyville, Tarrant County, Texas, and to promote good fellowship, neighborliness, health, safety and welfare of the residents within the above described property, and for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in that certain Dedication and Restrictions, hereinafter called the "Restrictions" applicable to the property and recorded in the office of the Clerk and Recorder of Tarrant County, Texas and as the same may be amended from time to time as therein provided, said Restrictions being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money with the assent (by vote) of seventy percent (70%) of the voting members. Mortgage, pledge, encumber by deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise;
- (f) Notwithstanding anything seemingly to the contrary herein, the Association shall have no power to modify, abridge or invalidate the homestead rights of any Owner of any Lot created under the Texas Constitution, Article XVI, Section 51 and Texas Property Code Section 41.001, 41.002.

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## ARTICLE V

### MEMBERSHIP

- (a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.
- (b) From time to time the Board may allow persons who are not Owners of a Lot(s) to participate as an associate member in the Association. The holder of associate memberships shall not be entitled to vote in any of the affairs of the Association but may be obligated to the assessment provisions of the Dedication and Restrictions in accordance with the laws of the State of Texas. Associate membership shall be made available only to persons who are not eligible as members of the Association but who have a direct interest in the affairs of the Association, including, but not limited to, lessees of Lot Owners who are members of the Association. Associate Members shall have the right to participate socially in functions of the Association and to enjoy the benefits of the accomplishments of the Association, but shall have no right to participate in the governance of the affairs of the Association.

## ARTICLE VI

### VOTING RIGHTS

The Association shall have only one class of voting members and that class shall be owner of record. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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#### ARTICLE VII

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, who shall be members of the Association. Subject to the above limitations, the number of Directors and their terms of office may be changed by amendment of the By-Laws of the Association. The initial Board shall consist of six (6) Directors. The method of electing Directors shall be set forth in the By-Laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Richard Newton  
6107 Lansford Lane  
Colleyville, Texas

Tom Michaels  
6001 Montford  
Colleyville, Texas

John Foley  
2201 Highland Meadow Drive  
Colleyville, Texas

Griffin Tatum  
6002 Meadow Hill Drive  
Colleyville, Texas

Terry Cheek  
5707 Montford Drive  
Colleyville, Texas

David Vincent-Taxport  
5702 Grand Oak Court

#### ARTICLE VIII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy percent (70%) of the voting members. Upon dissolution of the Association, other than incident of a merger or consolidation, the assets of the Association shall be distributed in equal shares to the record owners of the lots which are subject by covenant of record to assessment by the Association on the basis of one share per lot.

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ARTICLE IX

AMENDMENTS

Amendments of these Articles shall require the assent of seventy percent (70%) of the voting membership.

ARTICLE X

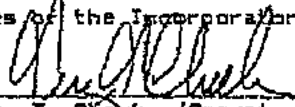
DURATION


The Corporation (Association) shall exist perpetually.

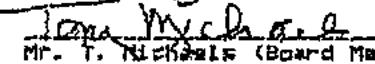
ARTICLE XI

INCORPORATORS

Names and Addresses of the Incorporators are as follows:

  
Mr. T. Cheek (Secretary)  
5909 Montford Drive  
Colleyville, Texas 76034

  
Mr. J. Foley (VP & Treasurer)  
2201 Highland Meadow Drive  
Colleyville, Texas 76034

  
Mr. T. Michaels (Board Member)  
6001 Montford  
Colleyville, Texas 76034



10103301703

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, the undersigned incorporators of this Association have executed these Articles of Incorporation this 13th day of February, 1988.

[Signature]  
[Signature]  
Tom Mychals

THE STATE OF TEXAS        )  
                                  )  
COUNTY OF TARRANT        )

BEFORE ME, the undersigned Notary Public is and for said County and State, on this day personally appeared \_\_\_\_\_, and \_\_\_\_\_ who being by me duly sworn, on oath, state that they are the incorporators of the above Non-profit corporation; that the statements contained in the Articles are within their knowledge true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, Notary Public, on this the \_\_\_\_ day of \_\_\_\_\_, 1988, to certify which witness my hand and seal of office.

My commission expires \_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

# **BYLAWS**

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Tarrant County

Official Public Records

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AFTER RECORDING, PLEASE RETURN TO:

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Submitter: SIMPL FILE

Mary Louise Garcia

Judd A. Austin, Jr.

Henry Oddo Austin &amp; Fletcher, P.C.

1700 Pacific Avenue

Suite 2700

Dallas, Texas 75201

**FIRST 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 the 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 instrument affecting the owners of property described on Exhibit A attached hereto, hereby states that the dedicatory instrument attached hereto is a true and correct copy of the following:

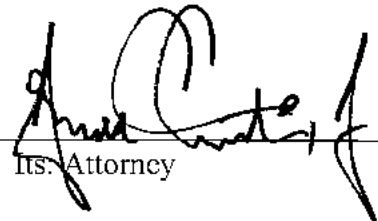
- ***Amended Bylaws of the Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association*** (Exhibit "1").

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 instrument.

IN WITNESS WHEREOF, the Homeowners Association of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association has caused this First 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.

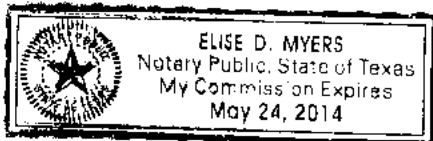
**HOMEOWNERS ASSOCIATION OF HIGHLAND  
MEADOWS, INC. d/b/a HIGHLAND MEADOWS  
HOMEOWNERS ASSOCIATION**

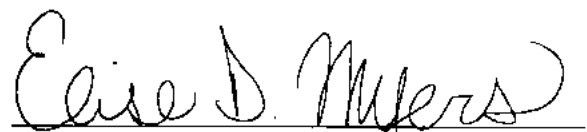
By:   
Its Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Judd A. Austin, Jr., attorney for the 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 1<sup>st</sup> day of November, 2013.



  
Notary Public, State of Texas



**AMENDED  
BYLAWS  
OF  
THE HOMEOWNERS OF HIGHLAND MEADOWS, INC.**

**Doing Business as the  
THE HIGHLAND MEADOWS HOMEOWNERS ASSOCIATION  
October 2013**

These Amended Bylaws are written to comply with changes to Chapter 209 of the Texas Property Code enacted by the 82<sup>nd</sup> Legislature – 2011.

These Amended Bylaws supersede and replace all previous Bylaws filings and amendments thereto.

These Amended Bylaws (referred to as the "Bylaws") govern the activities of Homeowners of Highland Meadows, Inc., d/b/a Highland Meadows Homeowners Association. (referred to as "Highland Meadows", or HMHOA, or the Association) organized under the Texas Business Organizations Code (referred to as the "Code"). Highland Meadows Properties Subdivision is a planned development community in the City of Colleyville, Tarrant County, Texas, that was constructed in five separate phases, Phases I, II, III, IV, and V. These Bylaws apply to all lots and blocks located in the Highland Meadows Subdivision Phases I, II, III, IV, and V.

These Bylaws provide that owners of lots within Highland Meadows will be mandatory members of the Association and must adhere to the bylaws and restrictive covenants of the Association.

These Bylaws are provided to govern the affairs of the Association.

The properties described in Exhibit A are subject to the provisions of these Bylaws.

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## **ARTICLE I NAME**

- 1.1 NAME.** The Name of the corporation is Homeowners of Highland Meadows, Inc., dba, Highland Meadows Homeowners Association (referred to as "Highland Meadows", or "HMHOA", or the "Association"). Meetings of members and directors may be held at such places within the State of Texas, County of Tarrant, as may be designated by the Board of Directors.

## **ARTICLE II PURPOSE**

- 2.1 PURPOSE.** The purpose of the Highland Meadows Home Owners Association is to protect the value and desirability of the property in Highland Meadows, and to promote the common good and general welfare of the home owners in the Highland Meadows Subdivision. In order to achieve these objectives, the Association will support the following:

- (a) Preservation and beautification the common areas in cooperation with local development.
- (b) Prevention of the physical deterioration of the community.
- (c) Promote public safety and crime prevention in the community.
- (d) Sponsor public meetings of HMHOA residents.
- (e) Sponsor activities for HMHOA residents.
- (f) Review Zoning and public school matters affecting the community.
- (g) Encourage Highland Meadows residents to maintain their properties.
- (h) Maintain a set of deed restrictions and bylaws applying to the Highland Meadows lots.
- (i) Any other activities, not inconsistent with the Texas Non-profit Corporation Act or those Sections of Internal Revenue Code of 1954 relating to tax exempt organizations, designed to enhance the common good and general welfare of Highland Meadows.

## **ARTICLE III NON-PROFIT CHARACTER**

- 3.1 NON-PROFIT CHARACTER.** Highland Meadows is organized to operate exclusively for non-profitable purposes. No part of the income of the HMHOA shall be distributed to its members, directors or officers.

## **ARTICLE IV OFFICES**

- 4.1 PRINCIPAL OFFICE.** The principal office of the HMHOA shall be at a location designated by the Board of Directors.
- 4.2 REGISTERED OFFICE.** The HMHOA shall comply with the requirements of the Texas

Business Organizations Code and maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Association's principal office in Texas. The Board of Directors may change the registered office and the registered agent.

## **ARTICLE V ACTIVITIES**

- 5.1 NON-PARTISAN CHARACTER.** The HMHOA Board of Directors shall remain non-partisan and non-political at all times. The HMHOA shall never participate or intervene, either, directly or indirectly, in any political campaign on behalf of or in support of any candidate for public office.
- 5.2 COORDINATION.** The HMHOA Board of Directors may coordinate individual or group action before local and state legislative and administrative agencies with respect to zoning, traffic and parking regulations, property tax valuation, public schools, and other matters affecting the HMHOA.
- 5.3 SOCIAL.** The HMHOA shall not be operated primarily as a social club for the benefit, pleasure or recreation of its members.
- 5.4 EXTERIOR MAINTENANCE OF RESIDENCE.** The HMHOA shall have no obligation to provide exterior maintenance of any kind to private residences. However, this provision shall not prohibit the HMHOA, by and through its Board of Directors, from enforcing applicable restrictive covenants.

## **ARTICLE VI DEFINITIONS**

- 6.1 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.
- 6.2 BOARD of DIRECTORS, or BOARD, or BOD.** Shall mean and refer to the Board of Directors of the HMHOA.
- 6.3 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.
- 6.4 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.

- 6.5 DECLARATION, RESTRICTIVE COVENANTS or DEED RESTRICTIONS.** Shall mean and refer to any restrictive covenant encumbering any portion of the Property as the same may be recorded in the Official Public Records of Tarrant County, Texas, and any amendments, consolidations or restatements thereof.
- 6.6 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.
- 6.7 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 defined in Exhibit A.
- 6.8 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.
- 6.9 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 VII MEMBERSHIP AND VOTING RIGHTS**

- 7.1 MEMBERS.** Any person or entity upon becoming an Owner shall automatically become a Member of the HMHOA and be subject to these Bylaws and the restrictive covenants of the HMHOA. Members are encouraged to serve on the Board of Directors and committees of the HMHOA. Membership shall be appurtenant to and may not be separated from ownership of any Lot and Living Unit. Any person or entity that acquires fee simple title or interest in any lot shall be deemed a Member of the HMHOA and to have assumed all obligations thereof. Such membership shall terminate without formal action whenever such person or entity ceases to be an Owner, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under or in any way connected with the HMHOA during the period of such ownership and membership in the HMHOA, or impair the rights or remedies that the Board of Directors or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.
- 7.2 CLASSES.** The HMHOA shall have a single class of voting membership. Each Lot shall be entitled to one vote. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote of such a Lot shall be exercised as they mutually determine, but in no event shall more than one vote be cast with respect to any Lot.

- 7.3 VOTING PRIVILEGES.** Each Member of the HMHOA shall be entitled to cast one vote on any matter of business which is put to a vote of the Members. The failure of any Member to pay his or her annual dues shall not cause that Member to lose his or her membership or other privileges incidental thereto in the HMHOA. Owners must be given notice of an Association-wide vote at least 10 days before it occurs. All ballots are secret and must be in writing and signed by the Member to be valid. Uncontested director elections, however, do not require signed and written ballots. An electronic ballot given by electronic mail, facsimile or posting on an internet website is deemed to be in writing and signed. The person or persons who tabulate the votes may not disclose to any other person how an individual voted. A person who is running for election or is the subject of a vote (and that person's spouse or relatives) may not tabulate votes or otherwise give be given access to the ballots except as agreed to between HMHOA and the party requesting the recount as part of the recount process. The recount process will be conducted in accordance with 7.5 below.
- 7.4 ABSENTEE VOTING.** Absentee voting is permitted by electronic internet ballot or a written ballot given to a Director or authorized agent of the Association prior to the meeting or designated time for the vote to be taken. Electronic and absentee votes are valid and count for quorum as to matters set forth in the ballot if the ballot meets certain requirements, regardless of any provision in the declaration or bylaws to the contrary. Electronic and absentee ballots do not count with respect to any ballot item modified at the meeting. The election of directors does not constitute ballot items for purposes of these Bylaws, as they are not proposals or motions.
- 7.5 RECOUNTS.** A recount must be conducted of an election vote if an Owner requests one in writing by certified mail, return receipt requested, or other USPS confirmation service or in person to the HMHOA's management agent within 15 days after the election. Requests must be either: (1) mailed to the HMHOA's mailing address as listed on the most recently filed management certificate; (2) delivered in person to the managing agent; or (3) delivered in person to the address to which absentee and proxy ballots are mailed. The following are authorized parties to conduct recounts: (1) county judge; (2) county elections administrator; (3) justice of the peace; (4) county voter registrar; or (5) person agreed to by the parties. Costs of the recount will be borne by the requesting Owner, including the required costs to hire a qualified party to do the recount, unless the recount changes the results. Recounts must be completed within 30 days of the Owner's request. Any action by the Board taken after the election and prior to the announcement of the results of the recount remains valid.
- 7.6 PROXIES.** Owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or the managing agent at or before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his or her lot.

## **ARTICLE VIII MEETING OF MEMBERS**

- 8.1 ANNUAL MEETING.** The annual meeting of the Members shall be held during the fourth quarter of the Association's fiscal year, at a time and place set by the Board of Directors. At the annual meeting an election shall be held to fill vacancies on the Board of Directors, as needed, and the budget for the upcoming year shall be voted on by the Members. If the new budget presented by the Board of Directors is not approved, then last year's budget remains in effect until a new budget is approved. A quorum of Members is required to conduct business at any meeting of the Members. If the Board fails to call an annual meeting of the Members, an Owner may demand it and, if the Board again fails to call the meeting, three or more Owners may form an election committee and, subject to certain procedural requirements contained in the Texas Property Code, cause the annual meeting to be held.
- 8.2 SPECIAL MEETINGS.** Special meetings of the Members may be called by the President of the Board of Directors or upon a written petition signed by one forth (1/4) of the Owners and presented to the Secretary. Once a special meeting is called, the President of the Board of Directors may fix any place within Tarrant County, Texas, as the place for holding the special meeting and shall notify the Secretary of the information required to be included in the notice of the meeting.
- 8.3 NOTICE.** The Secretary shall mail, email, or deliver in person written or printed notice of any meeting of the Members to each Owner of record not less than ten (10) or more than sixty (60) days before the date of such meeting. The notice shall state the place, day and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called. A notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the HMHOA, with postage prepaid. Notices of meetings may be given by electronic mail to Members.
- 8.4 QUORUM.** The presence in person and/or by proxy, absentee ballot, or electronic ballot, of ten percent (10%) [37 Members of the HMHOA] of the votes of the Members of the HMHOA shall constitute a quorum for any action except as otherwise provided in these Bylaws. An absentee or electronic ballot shall count towards quorum only for items appearing on the ballot. When a quorum is present at any meeting, a vote representing majority of the votes held by Owners represented at the meeting, either in person or in proxy, absentee ballot, or electronic ballot shall be sufficient to either approve or defeat any proposed action. If a quorum is not present at any time during a meeting, the Owners who are present, may adjourn, and reconvene the meeting as many times as is necessary, subject to the notice provisions contained in Section 8.3, until a quorum can be obtained.
- 8.5 ACTION WITHOUT A MEETING.** Any action required by law or these Bylaws to be taken at a meeting of the Members, or any action which may be taken at a meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of members as would be necessary to take that action at a meeting at which all of the members were present and voted. If an action is taken without a meeting, the Board shall distribute a written ballot

or written consent to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide any opportunity to specify approval or disapproval of any proposal and provide reasonable time, not to exceed sixty (60) days, within which to return the written ballot to the Association. Approval by written ballot or written consent shall be valid only when the number of votes cast by written ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot. Written ballots must be signed by the Member. Electronic ballots constitute written and signed ballots.

- 8.6 TRANSACTION OF BUSINESS.** When a quorum is present at any meeting, the vote of the Members holding a majority of the votes, present in person, by proxy, absentee ballot, or electronic ballot, shall decide any question before such meeting, unless the question is one upon which by express provision of the Texas State Statutes, the Deed Restrictions or these Bylaws, a different vote is required in which case such express provision shall govern. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding withdrawal of any Members to leave less than a quorum.

## **ARTICLE IX MANAGEMENT OF THE ASSOCIATION**

- 9.1 BOARD OF DIRECTORS.** The affairs of the HMHOA shall be managed by its Board of Directors.
- 9.2 GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** The affairs of the Association shall be conducted by its Board. The Board shall be selected in accordance with the Bylaws of the Association. The Board, for the benefit of the Common Elements and the Owners, shall provide, and shall pay for out of the maintenance fund(s) provided for in Article XIII below, the following:
- (a) Expenses pertaining to the care and preservation of the Common Elements;
  - (b) Expenses pertaining to the operation or protection of the Association, and the enforcement of the Deed Restrictions and these Bylaws;
  - (c) Taxes, insurance and utilities (including, without limitation, electricity, gas, water and sewer charges) which pertain to the Common Elements only;
  - (d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board.
  - (e) Legal and accounting services;
  - (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of these Bylaws or which in its opinion shall be necessary or proper.



**The Board shall have the following additional rights, powers and duties:**

- (a) To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to:
  - (1) Maintenance of those Common Elements described in Article VI, Section (6.3); and,
  - (2) Insurance coverage (if any) on Common Elements, as they relate to the assessment, collection and disbursement process envisioned by Article XIV herein below;
  - (3) Indemnification liability insurance.
- (b) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association as deemed appropriate by the lender.
- (c) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (d) To protect or defend the Common Elements from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- (e) To make reasonable rules and regulations for the operation of the Common Elements and to amend them from time to time;
- (f) To provide an annual financial report at the annual HMHOA homeowners meeting. This report shall also be posted on the HMHOA website.
- (g) Pursuant to Article XIII herein, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- (h) To enforce the provisions of the Deed Restrictions, these Bylaws and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (i) Prepare an annual budget, in accordance with these Bylaws, in which there shall be established the dues of each Member to cover the common expenses of the Association.
- (j) The annual budget defines the spending limits in aggregate to which the Board of Directors are authorized to execute. Within this limit, the Board may approve spending as they deem appropriate to meet the needs of the association. The Board may approve extraordinary expenditures to cover unforeseen expenses up to 25% of the amount in the reserve fund by a majority vote.
- (k) The Board of Directors shall present the annual budget to the Association Members at or before the Annual Meeting, for approval by vote of a majority of the Members under the rule of quorum, at the annual meeting.
- (l) The Board shall fix the amount of the annual assessment (dues) against each lot at least 30 days in advance of the annual assessment period. The annual assessment period commences on January 1<sup>st</sup> of every year.
- (m) Determine the late fees to be imposed against any Member, to the extent allowed by the Declaration whose assessments are not paid within sixty (60) days after the due date. The due date is January 31<sup>st</sup>.
- (n) Provide for the operation, care, upkeep and maintenance of all the Common Property.
- (o) Collect dues, fines and assessments, depositing the proceeds thereof in a bank account, and

using the proceeds to operate the Association.

- (p) Publish the policy and procedures for enforcing violations of the Deed Restrictions, and a fine and deed restriction violation fee schedule, and the procedures and penalties for collection of delinquent dues, fines and fees.
- (q) Make available, through our agent, management company, or on the HMHOA website, to any prospective purchaser of a lot, any owner, and the holders, insurers and guarantors of any mortgage on a lot;

- (1) BOD meeting minutes,
- (2) A copy of the bylaws,
- (3) A copy of the deed restrictions,
- (4) The articles of incorporation,
- (5) The approved roofing materials list,
- (6) The ACC request procedure document and the ACC request form,
- (7) The fine and violation fee schedule,
- (8) The deed restriction violation enforcement policy,
- (9) The procedures and penalties for collection of delinquent dues,
- (10) And all other books, records and financial statements of the Association.

**9.3 BOARD POWERS EXCLUSIVE.** The Board shall have the exclusive right to contract for all goods, services and insurance, and the exclusive right and obligations to perform the functions of the Board, except as otherwise provided herein.

**9.4 CONTRACTS WITH OWNERS.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

**9.5 LIABILITY LIMITATIONS.** Neither any Member, the Board, any Director, nor any Officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Association nor its Directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same. The Association or any other person, firm or corporation liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

**9.6 RESERVE FUNDS.** The Board may maintain and establish funds which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

**9.7 NUMBER, QUALIFICATIONS AND TENURE OF DIRECTORS.** The number of

Directors shall be a number determined by The Board of Directors that is not fewer than three (3) or more than seven (7). Directors shall be Members of the HMHOA. The terms of the Directors shall commence with the HMHOA fiscal year. At the annual meeting of the Members following the adopting of these Bylaws, all Director positions will be filled by election and no less than two (2) Directors shall be elected for a term of two (2) years with the remainder of the Directors elected to serve a term of one (1) year. At each annual meeting thereafter, the Members shall elect Directors to replace those whose terms have expired for a term of two (2) years.

**9.8 NOMINATION OF DIRECTORS.** A Member may request that their name be placed in nomination for a director position by logging in to the HMHOA web site and filling out the BOD nomination form or by announcing at the meeting that he or she wishes to run for the Board.

**9.9 ELECTION OF DIRECTORS.** A person who is a Member may run for the Board. Directors shall be elected by the vote of the Members at an annual or special meeting of the Members. Elections are to be held by secret written ballot except for uncontested elections. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**9.10 VACANCIES.** A vacancy caused by the death, resignation, or removal of a Director, shall be filled by the Board of Directors. A vacancy caused by the death, resignation, or removal of a Director shall be filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board of Directors, or by the sole remaining Director. A Director elected by the Board to fill a vacancy shall be elected for the unexpired term of the predecessor in office. Vacancies created by an expansion of the Board shall be filled at an election held at an annual or special meeting of the Members.

**9.11 REGULAR MEETINGS.** Regular meeting of the Board of Directors will be held as often, as determined by the President or by a majority of the Board Members at such time and place as shall from time to time be determined by the Board. The Board shall give HMHOA members notice of upcoming Board meetings (regular and special), including the date, hour, place, and general subject of the meeting including general description of matters to be brought up in Executive Session. HMHOA Members are invited and encouraged to attend the meetings of the Board of Directors. The Board's meeting notice must be either:

- (a) Mailed to owners no later than 10 days, but no earlier than 60 days before the meeting; or
- (b) Provided at least 72 hours before a meeting by:
  - (1) Posting in a conspicuous location (i.e. in a common area or on the HMHOA website); and
  - (2) Email to all Members who have provided their email addresses to the HMHOA.

**Homeowners have a duty to keep their email addresses updated with the HMHOA.**

A notice to homeowners of a Board meeting **is not required if:**

- (a) The Board meets by telephone, email, or in any alternative manner whereby all directors

speaking their opinion and are heard (or the opinion can be read by email) by all other directors; **or**

(b) The Board acts by unanimous written consent, and

(c) The meeting or action is necessary to address an urgent or emergency situation that requires immediate action or to consider and act upon routine or administrative matters.

The foregoing right of the HMHOA Board to meet without prior notice to the members does not apply to the following matters:

(a) Fines

(b) Damage assessments

(c) Initiation of foreclosure actions or enforcement actions

(d) Increases in assessments (dues)

(e) Levying special assessments

(f) Appeals from denials of architectural control approval

(g) Suspending rights of a Member before the Member has an opportunity to appear before the Board.

Actions taken without prior meeting notice shall be summarized orally, including any actual or estimated expenditures approved, and documented in the minutes of the next noticed meeting.

**9.12 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by or at the request of the President and/or Secretary. Further, the President shall call a special meeting upon written request of a majority of the Directors. The President or Secretary may fix any place within Tarrant County, Texas, as the place for holding a special meeting. If the President calls a special meeting, he or she shall notify the Secretary of the information required to be included in the notice of the meeting. The secretary shall give notice to the Directors as required by these Bylaws.

**9.13 NOTICE.** Notice of any special meeting of the Board of Directors shall be delivered to each director in person, email, by phone, or first class mail not less than two (2) days before the date of the meeting. The notice shall state the place, day and time of the meeting, and who called the meeting. Neither the business to be transacted, nor the purpose of any special meeting need to be specified in a notice or a waiver of notice.

**9.14 QUORUM.** The presence of a majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is not present at anytime during a meeting, a majority of the Directors present may adjourn the meeting and reconvene the meeting and reconvene when a quorum can be obtained.

**9.15 ACTION TAKEN WITHOUT A MEETING.** Subject to the limitations contained in Section 9.11, by obtaining written or email approval of all the Directors, the Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting.

Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

- 9.16 DUTIES OF DIRECTORS.** Directors shall exercise ordinary business judgment in managing the affairs of The HMHOA. In acting in their official capacity as Directors of this Association, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the HMHOA, and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Association's best interests or would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal opinions provided by an accountant or attorney retained by the Association.
- 9.17 ACTIONS OF BOARD OF DIRECTORS.** The Board of Directors shall try to act by consensus. However, the vote of a majority of Directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the Bylaws of the Association. A Director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.
- 9.18 PROXIES.** A Director may not vote by proxy.
- 9.19 COMPENSATION.** Directors shall not receive salaries or fees for their services. However, a Director may be reimbursed for his/her actual expenses incurred in the performance of this duty. A Director may serve the HMHOA in any other capacity and receive compensation for those services. Any compensation that the HMHOA pays to a Director shall be commensurate with the services performed and reasonable in amount.
- 9.20 REMOVAL OF DIRECTORS.** The Board of Directors may, by affirmative majority vote, vote to remove a Director at any time with or without good cause. Good cause for removal of a Director shall include the unexcused failure to attend three consecutive meetings of the Board of Directors. A Board meeting to consider the removal of a Director may be called and noticed following the procedures provided in these Bylaws. The notice of the meeting shall state that the issue of possible removal of the Director will be on the agenda. The Director shall have the right to present evidence at the meeting as to why he or she should not be removed. Any Director may also be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

## **ARTICLE X OFFICERS**

- 10.1 OFFICER POSITIONS.** The officers of the HMHOA shall be a president, vice president, a treasurer and a secretary. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 10.2 of this article. The officers shall be at all times

members of the Board of Directors.

- 10.2 SPECIAL APPOINTMENTS.** The board may elect or appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time determine.
- 10.3 ELECTION AND TERM OF OFFICE.** The officers of the HMHOA shall be elected annually by the Board of Directors at the first regular meeting of the Board of Directors following the Annual Meeting. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified.
- 10.4 REMOVAL.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.
- 10.5 VACANCIES.** A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.
- 10.6 PRESIDENT.** The president shall be the chief executive officer of the Association.
- (a) The President shall supervise and control all of the business and affairs of the Association.
  - (b) The president shall preside at all meetings of the Board of Directors.
  - (c) The President shall maintain custody of the Association records.
  - (d) The president may execute any deeds, mortgages, bonds, contracts or other instruments that the Board of Directors has authorized to be executed. However, the president may not execute instruments on behalf of the HMHOA if this power is expressly delegated to another officer or agent of the HMHOA by the Board of Directors, these bylaws or statute.
  - (e) The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of president.
- 10.7 VICE PRESIDENT.** The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- 10.8 TREASURER.** The treasurer is responsible for the following duties; however, the actual functions may be outsourced to the management company:
- (a) Have charge and custody of and be responsible for all funds and securities of the Association.
  - (b) Receive and give receipts for moneys due and payable to the HMHOA from any source.
  - (c) Deposit all moneys in the name of the HMHOA in banks, trust companies, or other depositories as provided in the bylaws or as directed by the Board of Directors or President.
  - (d) Write checks and disburse funds to discharge obligations of the Association. Funds may not be drawn from the HMHOA or its accounts without the signature of the president or a vice president or the secretary in addition to the signature of the treasurer.

- (e) Maintain the financial books and records of the Association.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the president or by the Board of Directors.
- (h) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors.
- (i) Perform all other duties incident to the office of treasurer.

**10.9 SECRETARY.** The secretary shall be responsible for the following actions: however, the actual function may be outsourced to the management company:

- (a) Give all notices as provided in these bylaws or as required by law.
- (b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the seal of the Association.
- (d) Affix the seal of the HMHOA to all documents as authorized.
- (e) Keep a register of the mailing address of each director, officer, and employee of the Association.
- (f) Perform other duties as required by the Board.

## **ARTICLE XI COMMITTEES**

**11.1 STANDING COMMITTEES.** There are two standing committees for the HMHOA, the Landscape Committee, and the Architectural Control Committee. Members of the HMHOA are encouraged to volunteer to serve on the standing committees. Each Committee Member shall be appointed for a (2) year term. Members of these standing committees may be removed and replaced by the Board of Directors.

**11.2 SPECIAL COMMITTEES.** Special Committees may be established by the Board of Directors as needed to manage the affairs of the Association. Such committees include, but are not limited to: Welcome Committee and Social Committee. The Welcome Committee puts together welcome packets of information to be given to new home owners in Highland Meadows, and calls on the new home owners to welcome them to the neighborhood. The Social Committee organizes such events as the spring Easter Egg Hunt, the Fourth of July Parade and celebration, neighborhood Garage Sales, and other social events. The Social Committee is also responsible for decorating the entrances to Highland Meadows for the Holidays throughout the year. Members of the HMHOA are encouraged to volunteer to serve on the Special Committees.

**11.3 LANDSCAPE COMMITTEE.** The Landscape Committee shall consist of no less than 3 or more than 5 members. Landscape Committee members may also be Board members or individual Lot Owners. The chairman of the Landscape Committee may be a member of the Board of Directors. Members of the HMHOA board may serve as members of the Landscape Committee. The Landscape Committee is responsible for the upkeep and maintenance of the common elements, or common areas. The Landscape Committee is responsible for

coordinating the maintenance with the contractor of the common elements, the walls along Hall Johnson and Pool Roads, the irrigation system, electrical system repairs, lighting, turf maintenance, trimming of trees and shrubs, and annual color at the entrance flower beds. Members of the HMHOA are encouraged to volunteer to serve on the Landscape Committees.

**11.4 ARCHITECTURAL CONTROL COMMITTEE.** 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 approval of proposed improvements be unreasonably withheld. The Chairman of the ACC shall not be a member of the Board of Directors. However, Members of the HMHOA 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 remaining members 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 Committee 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) The other standards set forth within the Deed Restrictions (and any amendments hereto) or as may be set forth within bulletins 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 attached to the ACC request form 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) days of request. At such time as the plans and specifications meet the approval of the ACC, one complete set of plans and specifications along with the ACC signed and approved request form will be retained by the ACC and the other complete set of plans and signed ACC request form will be marked "Approved" and returned to the Owner or his designated representative or marked "Approved", with conditions, based on certain conditions and specifications. If found not to be in compliance with these Bylaws, and the Covenants and Deed Restrictions, 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 Bylaws, and the Covenants and Deed Restrictions. Any modification or change to the approved set of 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 of Directors of the HMHOA. **If the ACC, or its respective designated representative, fails to approve or disapprove such plans and specifications within fifteen (15) working 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 receipt of the plans and specifications by the ACC.**

## **ARTICLE XII COMMON ELEMENTS**

- 12.1 MAINTENANCE OF THE COMMON ELEMENTS.** The HMHOA does not own any recreation areas, parks, pools or ponds, or hold title to the Common Elements. The Association maintains the perimeter wall along Pool and Hall Johnson Roads, along with flower beds and landscaping at the six entrances to the subdivision and along the exterior of the perimeter wall.

## **ARTICLE XIII ASSESSMENTS**

- 13.1 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.
- 13.2 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;
- (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 irrigation associated with the flower beds maintained by the Association and exterior lights, 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.

**13.3 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 2013 is \$284.00. 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.

**13.4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessment, 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. The quorum requirement for such meeting is set forth in the Deed Restrictions.

**13.5 UNIFORM RATE OF ANNUAL AND SPECIAL ASSESSMENTS.** Both annual and special group assessments must be fixed at a uniform rate for all Lots.

**13.6 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.

**13.7 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 XIV ENFORCEMENT**

- 14.1 NOTICE BEFORE ENFORCEMENT ACTION.** Before the Association may file a lawsuit against an Owner other than a suit to collect a regular or special assessment or foreclose under a lien, charge an Owner for property damage, or levy a fine for a violation of the Deed Restrictions or Bylaws, 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 14.3 on or before the 30<sup>th</sup> day after the Owner receives the notice.
- 14.2 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 or the Deed Restrictions 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.
- 14.3 HEARING BEFORE THE BOARD; ALTERNATIVE 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 14.1 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.
- 14.4 RESTRAINING ORDER AND TEMPORARY INJUNCTION.** The notice and hearing provisions 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.

## **ARTICLE XV INSURANCE: REPAIRS AND RESTORATION**

- 15.1 RIGHT TO PURCHASE INSURANCE.** The Association shall have the right and option to purchase, carry and maintain in force insurance covering any and all portions of the Common Elements, any improvements thereon or appurtenant thereto, for the interest of the Association and of all Members, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the Common Elements. Such insurance may include, but need not be limited to:
- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
  - (b) Public liability and property damage insurance on a broad form basis.
  - (c) Fidelity bond for all officers and employees of the Association having control of the receipts and disbursements of funds.
  - (d) Officers' and Directors' liability insurance.
- 15.2 INSURANCE PROCEEDS.** The Association and the Members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repairs and replacements shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Elements.
- 15.3 INSUFFICIENT PROCEEDS.** If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special group assessment as provided in Section 13.4 of these Bylaws to cover the deficiency.

## **ARTICLE XVI TRANSACTIONS OF THE CORPORATION**

- 16.1 POTENTIAL CONFLICTS OF INTEREST.** The HMHOA shall not make any loan to a director or officer of the Corporation. A director, officer or committee member of the HMHOA may lend money to and otherwise transact business with the HMHOA except as otherwise provided by these Bylaws, Articles of Incorporation, and all applicable laws. Such a person transacting business with the HMHOA has the same rights and obligations relating to those matters as other persons transacting business with the Association. The HMHOA shall not borrow money from or otherwise transact business with a director, officer or committee member of HMHOA unless the transaction is described fully in a legally binding instrument and is in the best interests of the Association. The HMHOA shall not borrow money from or

otherwise transact business with a director, officer or committee member of HMHOA without the full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.

## **ARTICLE XVII BOOKS AND RECORDS**

- 17.1 REQUIRED BOOKS AND RECORDS.** The HMHOA shall keep correct and complete books and records of account. The Board of Directors shall adopt and record a Record Retention Policy in accordance with applicable law. The Association's books and records shall include:
- (a) A file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Association, including, but not limited to, the articles of incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent.
  - (b) A copy of the Bylaws and any other governing documents, and any amended versions or amendments to the Bylaws and any other governing documents.
  - (c) Minutes of the proceedings of the Board of Directors and committees having any of the authority of the Board of Directors.
  - (d) A list of the names and addresses of the directors' officers and any committee members of the Corporation.
  - (e) A financial statement showing the assets, liabilities and net worth of the HMHOA at the end of the fiscal year.
  - (f) A financial statement showing the income and expenses of the Association as of the end of the fiscal year.
  - (g) All rulings, letters and other documents relating to the Association's federal, state and local tax status.
  - (h) The Association's federal, state and local information or income tax returns.
- 17.2 INSPECTION AND COPYING.** Any Member of the HMHOA may inspect and receive copies of books and records of the HMHOA in the possession, custody or control of the HMHOA in accordance with a Policy for the Inspection and Copying of Books and Records adopted by the Board of Directors in compliance with applicable law filed of record.

## **ARTICLE XVIII FISCAL YEAR**

- 18.1 FISCAL YEAR.** The fiscal year of the HMHOA shall begin on the first day of January and end on the last day of December in each year.

## **ARTICLE XIX INDEMNIFICATION**

- 19.1 WHEN INDEMNIFICATION IS REQUIRED, PERMITTED AND PROHIBITED.**

- (a) The HMHOA shall indemnify a director, officer, committee member, employee or agent of the HMHOA who was, is or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. However, the HMHOA shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The HMHOA shall not indemnify a person who is found liable to the HMHOA or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.
- (b) The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Association.
- (c) The HMHOA shall pay or reimburse expenses incurred by a director, officer, committee member, employee or agent of the HMHOA in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the HMHOA when the person is not a named defendant or respondent in the proceeding.
- (d) In addition to the situations otherwise described in this paragraph, the HMHOA may indemnify a director, officer, committee member, employee or agent of the HMHOA to the extent permitted by law. However, the HMHOA shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Paragraph 19.1(a) above.
- (e) Before any final disposition of a proceeding, the HMHOA may pay indemnification expenses permitted by the Bylaws and authorized by the Association. However, the HMHOA shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the HMHOA or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.
- (f) If the HMHOA indemnifies a person under the bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

## **19.2 PROCEDURES RELATING TO INDEMNIFICATION PAYMENTS.**

- (a) Before the HMHOA may pay any indemnification expenses (including attorney's fees), the HMHOA shall specifically determine that indemnification is permissible, authorize indemnification and determine that expenses to be reimbursed are reasonable, except as

provided in Paragraph 19.2(b), below. The HMHOA may make these determinations and decisions by any one of the following procedures:

- (1) Majority vote of the directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
  - (2) Determination by special legal counsel selected by the Board of Directors by vote as provided in Paragraph 19.2(a)(1) or if such a majority cannot be obtained and such a committee cannot be established by a majority vote of all directors.
  - (3) The HMHOA shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Section 19.2(a)(2), above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws, or a resolution of the Board of Directors that requires the indemnification permitted by Section 19.1(a), above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.
- (b) The HMHOA shall pay indemnification expenses before final disposition of a proceeding only after the HMHOA determines that the facts then known would not preclude indemnification and the HMHOA receives a written affirmation and undertaking of repayment from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Section 19.2(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking by the person seeking indemnification shall provide for repayment of the amount paid by the HMHOA if it is ultimately determined that the person has not met the requirements for indemnification. The written undertaking of repayment shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

## **ARTICLE XX NOTICES**

- 20.1 NOTICES BY MAIL.** Any notice required or permitted by the Bylaws to be given to a director, officer or member of a committee of the HMHOA may be given by certified mail, return receipt requested, or electronic mail if the Owner has a registered an email address with the HMHOA. A mailed notice shall be deemed to be delivered when it is deposited in the custody and control of the USPS with sufficient postage to the last known address of the addressee as set forth in the records of the Association. A person may change his or her address by giving written notice to an authorized agent of the Association.

- 20.2 SIGNED WAIVER OF NOTICE.** Whenever any notice is required to be given under the provisions of law or under the provisions of the HMHOA Bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.
- 20.3 WAIVER OF NOTICE BY ATTENDANCE.** The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

## **ARTICLE XXI AMENDMENTS TO BYLAWS**

- 21.1 AMENDMENTS.** These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted at a regular or special meeting of the Members, called for this purpose, by a vote of a majority (50% plus 1) of the Members' present and voting, in person or by proxy, or absentee ballot, or electronic ballot. The Board of Directors is authorized to amend these Bylaws in order to comply with any future changes in the law which would in any event override the Bylaws.
- 21.2 CONFLICT.** In the case of any conflict between the Deed Restrictions and these Bylaws, the Deed Restrictions shall control.

## **ARTICLE XXII MISCELLANEOUS PROVISIONS**

- 22.1 LEGAL AUTHORITIES GOVERNING CONSTRUCTION OF BYLAWS.** These Bylaws shall be construed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.
- 22.2 LEGAL CONSTRUCTION.** If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and these Bylaws shall be construed as if the invalid, illegal or unenforceable provision had not been included in these Bylaws.
- 22.3 HEADINGS.** The headings used in these Bylaws are used for convenience and shall not be considered in construing the terms of these Bylaws.
- 22.4 GENDER.** Wherever the context requires, all words in these Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural and all plural words shall include the singular.
- 22.5 PARTIES BOUND.** These Bylaws shall be binding upon and insure to the benefit of the



Members, directors, officers, committee members, employees and agents of the HMHOA and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise provided in these Bylaws.

## ARTICLE XXIII DISSOLUTION

- 23.1 **DISSOLUTION.** In the event of dissolution of the Home Owners Highland Meadows, Inc., except due to merger or consolidation, the Board of Directors shall, after payment of all liabilities of the Association, distribute any remaining assets of the Association in equal shares to the record Owners of the Lots which are subject to assessment by the Association according to the Deed Restrictions on the basis of one share per Lot.

## CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of the Homeowners Association of Highland Meadows, Inc. dba Highland Meadows Homeowners Association, that the foregoing Amended Bylaws were duly adopted at the annual meeting of the Members held on October 16, 2013, by no less than seventy percent of those Members present at said meeting, in person or by proxy, and do approve same for recording in the Official Public Records of Tarrant County, Texas.

HOMEOWNERS OF HIGHLAND MEADOWS,  
INC. D/B/A HIGHLAND MEADOWS  
HOMEOWNERS ASSOCIATION

By: Mary Ann Nicholson  
Secretary

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §

BEFORE ME, the undersigned, a notary public, on the 29<sup>th</sup> day of October, 2013, personally appeared MaryAnn Nicholson, Secretary of the Homeowners Association of Highland Meadows, Inc. dba Highland Meadows Homeowners Association, and acknowledges that she executed the foregoing document on behalf of said non-profit corporation.



Kathleen C. Lane  
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, Block 9; Lots 1-2, 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**

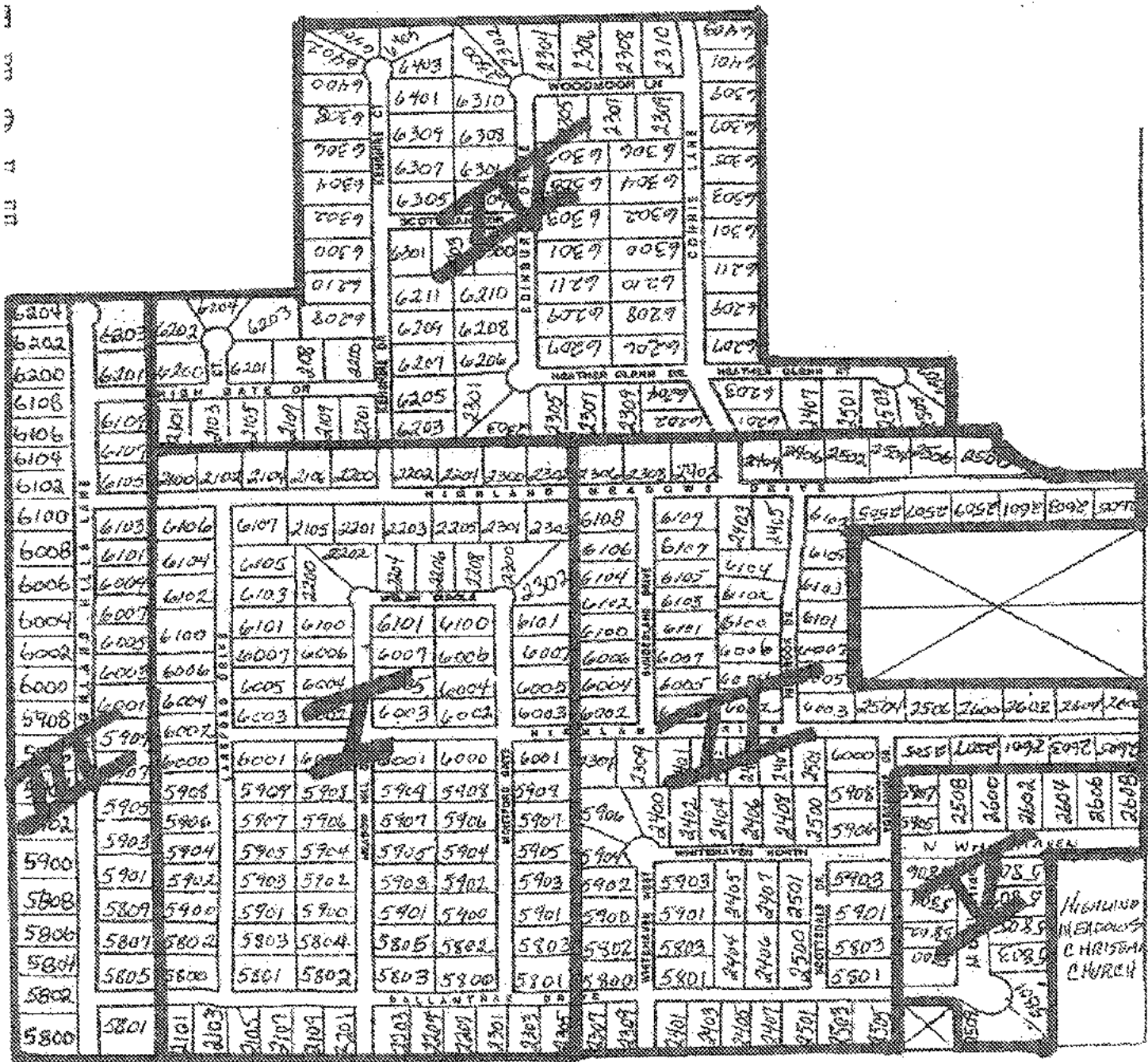
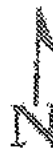
All Lots and Blocks of Highland Meadows, Phase IV, an Addition to the City of Colleyville, Tarrant County Texas according to the plat recorded Cabinet A Slide315 of the Map and Plat Records, Tarrant County, Texas.

### **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, Slide 869, Plat records, Tarrant County, Texas.

# MEADOWS 367 ADDRESSES & LOTS

THIS PLAT CONFIRMED ACCORDING  
TO CERTIFIED PLATS AT TARRANT  
COUNTY COURTHOUSE OBTAINED AND  
SUBMITTED BY KEITH BUTTERFIELD  
ON AUGUST 15, 2000 TO THE BOARD  
MEETING OFFICERS & DIRECTORS.



# **COVENANTS, CONDITIONS & RESTRICTIONS**

**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.

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## **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.

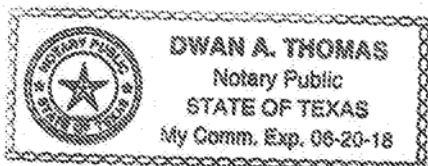
Homeowners of Highland Meadows, Inc., d/b/a  
Highland Meadows Homeowners Association

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**

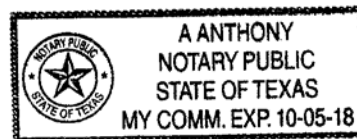
As Secretary of the Homeowners of Highland Meadows, Inc., d/b/a Highland Meadows Homeowners Association, I have read the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Homeowners of Highland Meadows, Inc. d/b/a Highland Meadows Homeowners Association, do certify 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.

