

**Declaration of Restrictive Covenants of
The Highlands Addition Fort Worth, Texas
Subdivision**

Basic Information

Date: January 1, 2022

Declarant/Property Owners Association:

The Highlands Homeowner's Association, a Texas nonprofit corporation

7421 Royal Troon Drive
Fort Worth, TX 76179

Name of "Subdivision": The Highlands, a Subdivision in the City of Fort Worth, Tarrant County, Texas as shown by the Plat (the "Plat" dated June 2, 1997, filed in Cabinet A, Slide 4011, Plat Records, Tarrant County, Texas.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Dedictory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.



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Fees: \$91.00

BY LAW

SUBMITTER: HIGHLANDS HOMEOWNERS ASSOC.

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Cabinet A, Slide 4011, of the real property records of Tarrant County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than 185 days.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Members have one vote per Lot. When more than one person is an Owner, each is a Member, but only one vote may be cast for a Lot.

4. *Board of Directors Powers and Duties.* The Association shall have a Board of Directors (the "Board") composed of three (3) persons, which need not be Owners (but if not Owners, must be employees or agents of Owners). The bylaws of the Association shall specify the procedure for nomination and election of and the terms to be served by the respective Directors. The Board shall exercise the powers and duties of the Association for the benefit of the lots and the Owners, and shall pay, or cause to be paid, the costs required to be paid from the assessments levied herein.

5. *Association's Common Facilities Maintenance Obligations.* The Association shall perform the Common Facilities Maintenance as set forth in Section B.

6. *Additional Powers.* The Association, to the extent the Board deems appropriate for Association purposes, shall have the power to own real property, personal property, or interests in any of the foregoing; to open bank accounts; to enforce these Regulations as herein provided; to obtain policy or policies of insurance for the Association and its members; to contract for management, legal, accounting, and other professional services; to borrow funds; to employ individuals; and to otherwise do that which it believes necessary to protect or defend the common facilities, the Association and its members, and the land within the Subdivision from loss or damage.

B. Common Area/Facilities

1. *Associations' Maintenance Obligations.*

- a. The Association shall be obligated to maintain, repair, replace, and renew or cause to be maintained, repaired, replaced, or renewed the Common Facilities in a clean, sightly, safe, and superior condition. Maintenance, to the extent not being performed by a governmental authority or an Owner shall include:

- i. The repair, replacement, renewal, and cleaning of all lighting, fences, fixtures, signs, entrance monuments and markers, traffic signs and control signals;
- ii. The mowing, watering, fertilizing, weeding, replanting, and replacing of landscaping;
- iii. The maintenance of liability and casualty insurance on and with respect to the Common Facilities; and\
- iv. The payment of ad valorem taxes assessed on the Common Areas or Facilities, if any.

Notwithstanding the foregoing, maintenance of any land within public utility easements shall be for the purpose of keeping such land in a clean and sightly condition. The Association may repair or reconstruct public streets within the Common Area(s), but are not obligated to do so.

C. Assessments

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$250.00 per year.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of January of each year.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy

Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a two-thirds majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within thirty (30) days after it is due is delinquent.

D. Architecture Control Committee

1. *Establishment*

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form

and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within fifteen (15) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within fifteen (15) days after the ACC's action. The Board shall determine the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

E. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

F. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use, including Short Term Renting in compliance with applicable law.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of rubbish;
- e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway, parking of vehicles overnight in the street;
 - iii. unsightly objects unless completely shielded by a Structure;
 - iv. boats, recreational vehicles, trailers of any type cannot be parked or stored where they are visible from the street.
- f. any exploration for or extraction of minerals;
- g. the Renting of a portion of a Residence or Structure;
- h. the drying of clothes in a manner that is visible from any street;
- i. the display of any sign except –
 - i. one not more than five square feet, advertising the Lot/Property for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Dedicatory Instruments;
- j. installing a mobile home, manufactured home, manufactured housing,

motor home, or house trailer on a Lot; and

k. interfering with a drainage pattern without ACC approval.

l. No Commercial activity shall be carried on out on any residence, nor shall anything be done thereon which may create environmental contamination or which may be or become an annoyance, nuisance, or environmental hazard to other owners in the Subdivision, in the reasonable determination of such other owner(s)

m. No horses, cattle, cows, swine, sheep, goats, poultry or livestock of any kind may be kept on any part of the Subdivision, other than pets of a reasonable size, kind and number ordinarily and legally kept in residential subdivisions. No pets may be kept or bred for commercial purposes, nor shall they be allowed to run unleashed or at large within the Subdivision. Should ordinary household pets become a nuisance, in the opinion of the Committee, they must be removed from the Subdivision on written demand to the owner or keeper thereof.

G. Construction and Maintenance Standards

1. *Lots*

Maintenance. Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.

b. *Maximum Height.* The maximum height of a Residence is two stories.

c. *Required Area.* The total area of a Residence, exclusive of porches, or garages, must be at least 2,350 square feet.

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street.

e. *Garages.* No carports shall be allowed. Each lot must have an automobile garage, which garage shall be capable of storing a minimum of two (2) conventional size automobiles. All garages shall have access by means of a "wrap-around" driveway, such that the door(s) to the garage is/are not visible from the street fronting the applicable lot. On corner lots, the garage doors may face the abutting side street, and the Committee's determination shall be conclusive as to which street constitutes the "abutting: side street".

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 180 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 200 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence, perimeter wall or hedge shall be erected, placed, altered or maintained on any lot within the Front Setback Area, or in any event, forward of the front wall line of the main dwelling. No Fence shall be constructed of chain-link material nor shall any fence be constructed higher than six feet (6) (unless otherwise approved by the Committee) and all fencing shall be subject to approval by the Committee. In any event, no fence, wall or hedge shall be erected, placed or altered on any lot without the approval of the Committee.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Landscaping.* Landscaping must be maintained continuously by the lot Owner. The minimum landscaping is specified in the standards of the ACC.

j. *Detached Buildings and Temporary Structures.* No garage apartments or outbuilding apartments made available for rent to the public are not permitted on any lot. All permitted outbuildings must be aesthetically and architecturally similar to, and compatible with the main dwelling and the remainder of the Subdivision, in the opinion of the Committee. All living quarters on any lot, other than in the main building, must be for the bona fide use of the owner's or occupant's immediate family. No structure of a temporary nature, nor any trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence or dwelling, either temporarily or permanently, except as specifically authorized by these Regulations or approved by the Committee.

k. *Garbage Disposal and Dumping.* Garbage shall not be kept except in sanitary containers and such containers shall be kept in a clean and sanitary condition, and in compliance with all applicable, laws, rules, and regulations. Other than on the day of trash pick-up, no trash cans or garbage cans shall at any time or times be permitted to remain on the street or in front of the lots forward of the building line so that same may be seen by a person using the street in the Subdivision.

l. *Mineral Activity.* No mineral exploration, development, production, storage, treatment or operations of any kind shall be permitted upon any lot.

m. *Parking.* Driveways are for parking personal vehicles. House trailers, boats, recreational vehicles, buses, trucks, trailers of any type, or similar vehicles

shall not be parked on a driveway or street. No vehicles of any kind are to be parked on an ongoing basis in the public street or in driveways or to be left at such place more than twenty-four (24) hours. Whenever possible all vehicles are to be parked in an enclosed garage or as and where approved by the Committee. The driveway will not be used to store any type of lawn or garden materials, rooftop, or bumper carriers or ladders.

n. *Signs.* No sign of any kind shall be displayed to the public view except (i) one professional sign of not more than (5) square feet advertising the property for sale.

o. *Single Family Dwellings.* All Residences in said Subdivision shall be used for single family dwellings in which only one family per dwelling may reside.

p. *Upkeep.* The Owner of each lot shall be responsible for the proper maintenance and upkeep of the lot and improvements at all times. The Owner thereof shall keep any grass and weeds neatly mowed, and shall not permit the accumulation of trash, rubbish, deteriorating improvements or other unsightly articles, vehicles or recreational property on said lot or the abutting easements or streets. The area between the pavement and the lot-line shall also be kept and maintained by the Owner of the abutting lot. If any Owner does not comply with these terms, then after compliance with the terms of these Regulations, any other Owner or the Committee is authorized to have such lot cleaned and maintained, to the extent necessary to comply with these Regulations, for the account of the noncomplying Owner, and the paying party shall be entitled to reimbursement of the amount of any reasonable expenses so incurred from the non-complying Owner.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only composition roofs may be used on Residences and Structures. All roof stacks must be painted to match the roof color.

Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed are not on the roofs front street facing: Also, (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* All Residences must have at least 70 percent of their exterior walls, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC.

d. *Swimming Pool Equipment.* All pool or pool service equipment shall be located either, (a) in a side yard between the front and rear boundaries of the main dwelling, or (b) in the rear yard directly abutting and adjacent to the main dwelling. In addition, this equipment must be visually screened by a solid masonry wall or wood fence of approved type and construction. All screening walls shall be fully landscaped with landscaping of a type, quality and quantity approved by the Committee.

e. *Tennis Courts.* No tennis court lighting shall be constructed or placed upon any lot, unless otherwise approved by the Committee.

f. *Toilets.* No outdoor toilets shall be placed on any lot (which shall not prohibit toilets in swimming pool houses or outbuildings and similar facilities).

g. *Window or Wall Units.* No window or wall type air conditioning units shall be permitted to be used, placed, or maintained on or in any building or in any part of the Subdivision, without the prior written consent of the Committee.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of 12 percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 10 percent per year. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

4. These Regulations shall be substituted for, replace, and supplant the Original Regulations, and shall become effective as of the date indicated on this instrument.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding in perpetuity.

2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service,

addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

K. Enforcement

1. *Parties Bound.* These Regulations shall run with the land and be binding upon Owner. Owner's successors and assigns and all parties claiming by, through or under Owner and all subsequent owners of property in the Subdivision, each of whom shall be obligated and bound to observe the terms of this instrument provided, however, that no such person shall be liable except with respect to breaches committed during such person's ownership of said property. The enforcement of the provisions of these Regulations shall be vested in the Association, as applicable. In the event the Association, as applicable, fails or refuses to enforce a provision of these Regulations for a period of thirty (30) days after written notice from an Owner, such Owner shall have the right but not the obligation to enforce such provision. A breach of any of the provisions of these Regulations shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach these Regulations and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of these Regulations by an Owner relating to the use or maintenance of a lot or party thereof is hereby declared to be and constitute a nuisance, and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of these Regulations or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorney's fees and costs of the party or parties for whom judgment is entered in such amount as may be fixed by the Court in such proceedings. All remedies provided under these Regulations, including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce these Regulations to do so shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provision of these Regulations. No party having the right to enforce these Regulations shall be liable for failure to enforce these Regulations.

2. *Limitation of Impact on Mortgages.* The violation of any term or provision of this instrument shall not invalidate any mortgage, deed of trust or other lien acquired and held in a good faith against any lot, or any part thereof, but any liens granted herein may be enforced against any and all lots so encumbered notwithstanding the existence of any other mortgage, deed of trust, or other lien.

3. *Standing and Remedies.* Subject to the provisions of this Article K, any Owner of any lot or lots in the Subdivision shall have the right to enforce observance or performance of the

provisions of this instrument. If any person violates or attempts to violate any term or provision of this instrument, it shall be lawful for the Association, as applicable, or upon compliance with the applicable terms hereof, any Owner owning any lot in the Subdivision, to prosecute proceedings at law or in equity against the person violating or attempting to violate any term or provision of this instrument in order to accomplish any one or more of the following to prevent a violation of any provision of this instrument, whether by an Owner or any such Owner's tenants, licensees, invitees or representatives, to correct such violation, to recover damages, or to obtain such other relief for such violation as then may be legally available.

4. *Liens and Enforcement Thereof.* Notice of any lien referred to in these Regulations may be given by the recordation in the Real Property Records of Tarrant County, Texas of an Affidavit of Delinquent Assessment Lien, duly executed by a Director, officer, or authorized representative of the Association, as applicable, setting forth the amount owed, the name of the last known Owner. Owners of the lot in question and the legal description of the lot.

Each owner hereby expressly recognized the existence of said lien as being prior to such Owner's ownership interest in such lot, and hereby vests in the Board the rights and power to bring all actions against such Owner or Owners personally for the collection of such unpaid assessments, interest, reasonable attorney's fees and all costs and expenses, and to enforce the aforesaid lien by all methods available for the enforcement of liens, both judicially and by non-judicial foreclosure pursuant to and in accordance with Tex. Prop. Code Ann 51.002 (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of a deed to his/her lot and/or as evidence by his/her signature below, each Owner expressly grants, bargains, sells, and conveys to the authorized representative named from time to time by the Association, as "Trustee" (and to any substitute or successor Trustee as hereinafter provided for) such Owner's lot, and all rights appurtenant thereto, in trust for the purpose of securing the aforesaid lien for assessments and other sums due hereunder remaining unpaid by such Owner. The Trustee herein designated may be changed from time to time by execution of an instrument in writing signed by the authorized representative of the Association and filed in the office of the County Clerk of Tarrant County, Texas. In the event of the election of the Board to foreclose the lien, then it shall be the duty of the Trustee, or his successor, as herein above provided, at the request of the Board (which request shall be presumed) to enforce this trust and sell such lot, and all rights appurtenant thereto, at the south steps of the Tarrant County Courthouse, the county in which lot is located, on the first Tuesday of any month between the hours of 10:00 o'clock a.m. and 4 o'clock p.m., the notice of sale to include the time of sale as provided by law, to the highest bidder for cash at public venue after the Trustee shall have given notice of the proposed sale in the manner hereinafter set forth, and to make due conveyance to purchase or purchasers, with General Warranty of title to such purchaser or purchasers binding upon the lot Owner, and such Owner's heirs, executors, administrators and successors. The Trustee shall give notice of such sale by posting a written notice of time, place and terms of sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse Door of Tarrant County, Texas and, in addition, the Board shall serve written Notice at least twenty-one (21) consecutive days preceding the date of sale or the proposed sale by certified mail on each Owner or Owners according to the records of the Board, and file the appropriate Notice with the County Clerk's Office of Tarrant County, Texas. Notwithstanding any other provision of these Regulations to the contrary, service of such notice shall be

completed upon deposit of the notice, postage prepaid, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a Post Office or Official depository under the care and custody of the United States Postal Service. The Affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amounts secured by its lien, together with its costs and attorney's fees, and to apply as a credit against its bid all 'sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the Owner(s) or occupants of such lot shall be required to pay a reasonable rent for the use and occupancy of the lot and any of the improvements thereto, and such occupant's occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure shall be entitled to appoint a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such apartment by forcible detainer or by writ of possession.

It is the intent of the provisions of this Section to comply with Tex. Prop Code Ann Sec 51.002 relating to non-judicial sales by power sale and in the event of any subsequent amendment of Tex. Prop Code Ann Sec 51.002, the authorized representative of the Association, acting without joinder of any lot Owner, may amend these Regulations to comply with such amendments to Texas Prop Code Sec 51.002.

5. *Result of Conflicting Regulations.* These Regulations shall not permit any action or thing prohibited by the applicable zoning laws, or the laws, rules, and regulations of any governmental authority, or by specific restrictive covenants of record. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, restrictive covenants of record or these Regulations shall govern and control.

6. *Responsibility of Owner.* Each Owner shall be responsible for any breach of these Regulations which is a result of its own acts or omissions or the acts or omissions of any occupant of such Owner's lot(s).

7. *Director, Officer, and Committee Member Liability.* The Directors and the officers of the Association and the members of the Architectural Control Committee shall not be personally liable to any of the Owners or to the Association for any act or omission in executing the rights, powers, and obligations of each of them as set forth in these Regulations for any mistake of judgment, or for any other acts or omission of any nature whatsoever (including without limitation, any mistake in judgement negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted for approval), except willful misconduct. The Association shall indemnify and hold harmless the Directors and officers of the Association, the members of the Architectural Control Committee from and against any and all claims causes of action, damages, suits fees and costs including attorney fees arising out of or resulting from, whether directly or indirectly, from the acts of omissions of the Directors of offices of the Association or the members of the Architectural Control Committee, or arising out of their status as such, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees,

amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding whether civil, criminal, administrative or other in which any such Director, officer or Committee Member may be involved by virtue of being or having been the director, officer or Committee Member, provided however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action suit, or proceeding to be liable for willful misconduct in the performance of his duties as Director, officer, or Committee Member or (ii) any matter settled or compromised unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is no reasonable ground for such person being adjuster liable for willful misconduct in the performance of his duties as Director, officer or Committee Member.

8. *Compliance with Law.* Each Owner shall at all times comply with all applicable federal, state, county, and municipal laws, ordinances, rules, and regulations.

9. *Estoppel Certificate.* Upon the written request of an Owner of the holder of a security interest in a lot the Association shall issue a certificate within ten (10) business days setting forth the amount of any delinquent Assessment with respect to said lot and Owner. A reasonable charge may be made for issuance of the certificate.

10. *Severability.* If any of the covenants, conditions, or terms of these Regulations shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition, or term herein set forth shall remain valid and binding provided that in such event all of the then Owners of the lots shall to the fullest extent possible modify such covenant condition or term to the extent required to carry out the general intention of these Regulations and to impart validity to such covenant, condition, or term.

11. *Owner's Liability, Subsequent Sale, Successor's Obligation.* On sale of a home, the Owner so selling shall have no further liability for the obligations with respect to such lot which accrue after the date of the recording of the lot deed, provided, however, that nothing herein contained shall be construed so as to relieve the lot of any lien arising by reason of such liability or the Owner of such lot from any liabilities or obligations incurred under these Regulations prior to such recordings.

12. *Delay in Performance Force Majeure.* If the performance of any act or obligation under these Regulations is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof. This force majeure provision shall apply to the Association's, the Committee's, and each Owner's obligations hereunder, except those that require the payment of money.

13. *Notices.* Any notice required or desired to be given under these Regulations shall be in writing and shall be deemed to have been properly served when delivered in person and receipted for, or (it) two (2) days after deposit in the United States Mail, certified, return receipt request, postage prepaid, addressed, it to an Owner to such Owner's last known address as shown on the records of the Committee or the Association, as the case may be, at the time of such mailing or if to the Association, to its President, Secretary, or registered agent initial address for the Association and the Committee, the Association, shall remain effective until a supplement to these Regulations shall be properly made and filed by an authorized representative in the Real Property Records of Tarrant County, Texas, specifying a different address for the party filing such supplement (in which even such address specified in such Supplement shall be the address, for the purposes of this Section, for the addressee named in such Supplement).

14. *Captions, Singular, Plural, and Gender.* The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in these Regulations. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

15. *Counterparts.* These Regulations may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, but only one of which need to be produced and recorded.

Unofficial Copy

The Highlands Homeowner's Association, a Texas nonprofit corporation,

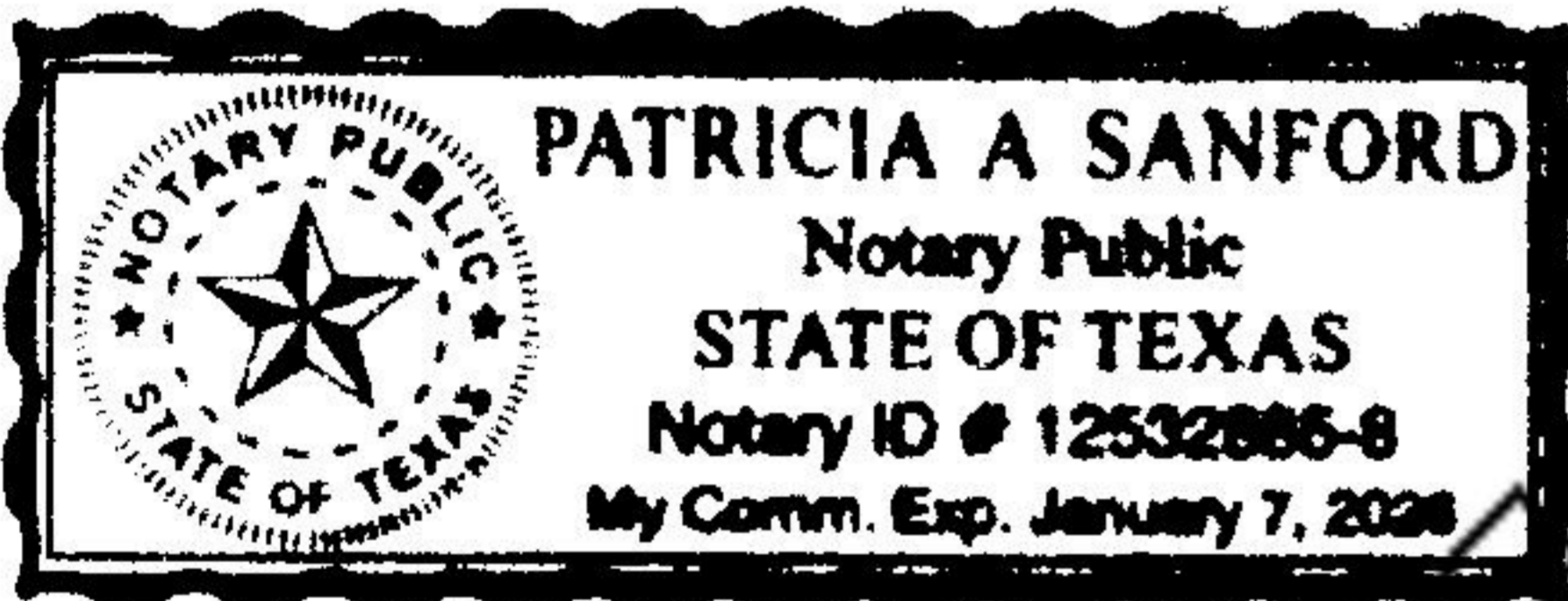
By: Highlands Homeowner's Association

Rodney L. Watson
on behalf of The Highlands Homeowner's Association

STATE OF TEXAS)

COUNTY OF TARRANT)

This instrument was acknowledged before me on 1-12-2022, ~~2021~~, by Rodney L. Watson, on behalf of The Highlands Homeowner's Association, a Texas nonprofit corporation.



[Signature]
Notary Public, State of Texas
My commission expires: 1-7-2026

UNOFFICIAL COPY

DECLARATION OF AUTHENTICITY

STATE OF TEXAS)

COUNTY OF Tarrant)

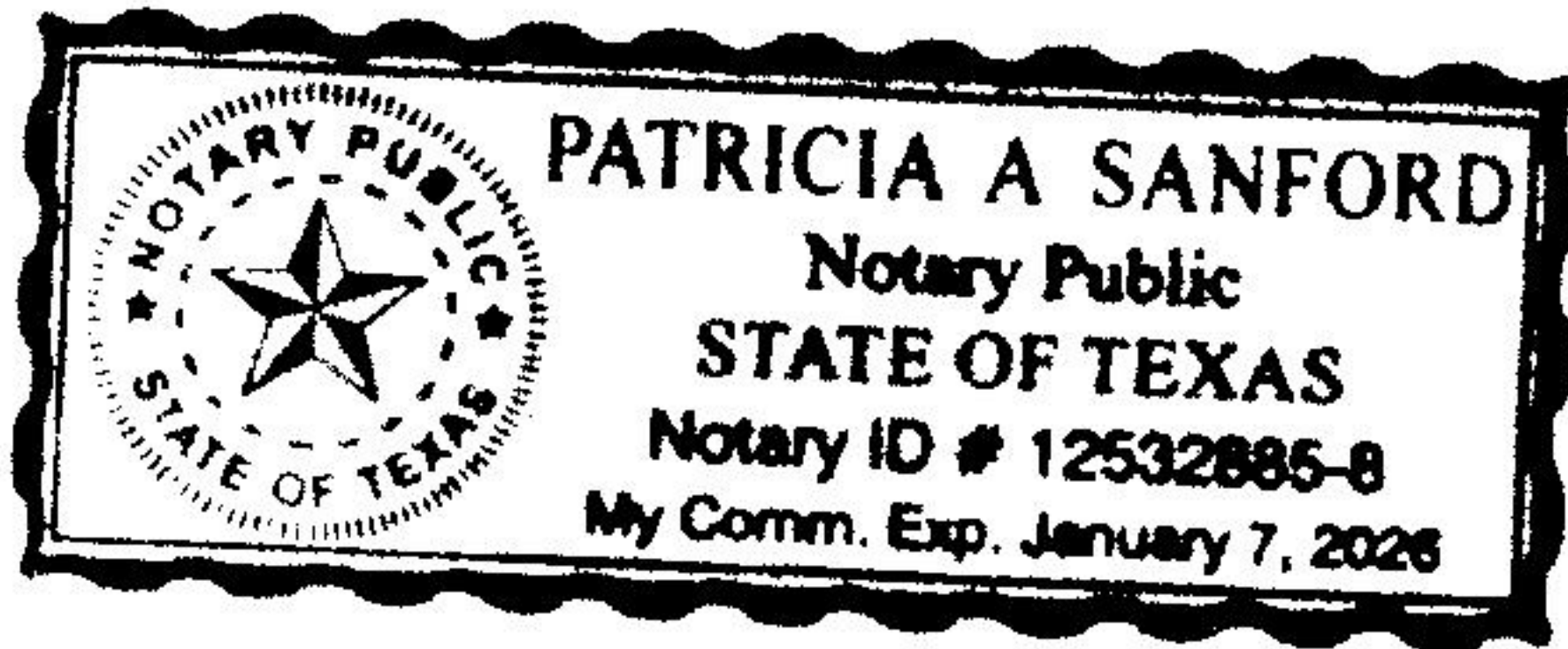
The attached document, Declaration of Restrictive Covenants of The Highlands Addition, Subdivision, dated 1 JAN 2022, 2021 and containing covenants and restrictive provisions, is a true and correct copy of an electronic record printed by me or under my supervision. At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution. This declaration is made under penalty of perjury.

SIGNED this 12th day of January, 2022, 2021

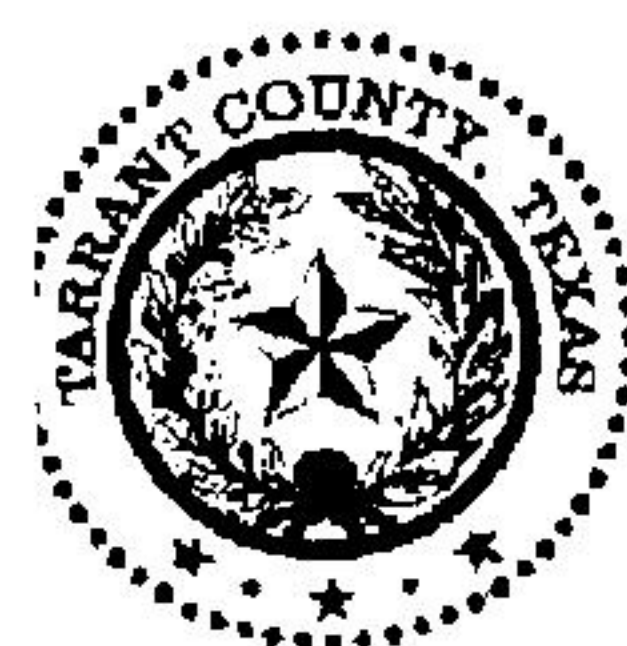
[Handwritten Signature]

Notary Public, State of Texas

My commission expires: 1-7-2026



Unofficial Copy



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OFFICIAL PUBLIC RECORDS OF
TARRANT COUNTY, TEXAS
01/18/2022 03:17 PM

D222015445
BY LAW
Pages: 19
Fees: \$91.00

[Handwritten Signature]
MARY LOUISE NICHOLSON
COUNTY CLERK