

Johnson County
Becky Ivey
County Clerk
Cleburne 76033



Instrument Number: 2017-26689

As

Recorded On: October 26, 2017

Restrictions

Parties:

Billable Pages: 21

To

Number of Pages: 22

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Restrictions	106.00
Total Recording:	106.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2017-26689
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User / Station: N Donovan - CCL80

Record and Return To:

JOHN A. HALL
510 WEST PEARL STREET
SUITE 100
GRANDBURY TX 76048



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

**RULES AND REGULATIONS
OF THE
HIGHLAND OAKS HOMEOWNERS ASSOCIATION, INC.**

**A Single Family Detached Residential Subdivision
an Addition to Johnson County, Texas**

including provisions relating to

**HIGHLAND OAKS AT EGAN
HOMEOWNERS ASSOCIATION, INC.**
(A Texas Non-Profit Corporation)

also known as
HIGHLAND OAKS HOMEOWNERS ASSOCIATION, INC.

These Rules And Regulations (alternatively the "Rules") for Highland Oaks At Egan Addition, aka "Highland Oaks," a single family, detached residential subdivision, an Addition to Johnson County, Texas, is made on the day these Rules are executed by DAP Companies, LLC, a Texas Limited Liability Company ("Declarant"), the owner of the single family, detached residential Lots and Common Areas (the "Property") within the subdivision, being Phase 1, Lots 1 – 6, Block 1, Lots 1 – 7, Block 2, and Open Space Reserve #1, Block 2, Phase 2, Lots 7 – 10, Block 1, and Open Space Reserve #3, Block 1, Lots 8 – 18, Block 2, and Open Space Reserve #2, Block 2, and an 18.51 acre tract of land not platted into residential Lots as of April 1, 2016, designated as Lot 1, Phase 3, Lot 1, Block 3 in the Highland Oaks Addition, Johnson County, Texas, all being a 62.997 acre tract of land in the W.E. Jones Survey, Abstract No. 450, Johnson County, Texas in the Highland Oaks at Egan Addition (aka "Highland Oaks") in Johnson County, Texas, according to the Plat recorded on ^{June 15} ~~July 11~~, 2016 in Instrument No. ~~2017-00000112~~ ²⁰¹⁷⁻⁰⁰⁰⁰⁰⁹¹ in the Plat Records of Johnson County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated by reference herein, plus any "Additional Land" added hereafter to the subdivision and platted of record in Johnson County, Texas, and further according to the Highland Oaks At Egan Homeowners Association, Inc. (aka "Highland Oaks HOA" or alternatively referred to herein as the "Association"), the intended owners of the Common Areas within the subdivision, who shall obtain legal title to ownership of such Common Areas as provided herein. These Rules And Regulations shall be effective on the day this document, and any later amendments hereto, are recorded in the Johnson County, Texas Real Property Records by DAP Companies, LLC ("Declarant").

WITNESSETH:

WHEREAS, the Declarant has devised a general plan for the entire Subdivision as a whole, with specific provisions for particular lots and parcels of the Subdivision. The general plan provides a common scheme of development designed to protect and safeguard the Property over a long period of time; and

WHEREAS, this general plan will benefit the Subdivision in general, the lots and parcels that constitute the Subdivision, the Declarant and each successive owner of an interest in the Subdivision; and

WHEREAS, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant has restricted the Subdivision according to the Declaration of Covenants, Conditions and Restrictions (alternatively the "Declaration" or the "Protective Covenants") for Highland Oaks At Egan Addition, aka "Highland Oaks," a single family, detached residential subdivision of Johnson County, Texas, is made on the day the Declaration was executed by DAP Companies, LLC, a Texas Limited Liability Company ("Declarant"), the owner of the single family, detached residential Lots and Common Areas (the "Property") within the subdivision. The Declaration became effective on the day the Declaration was recorded in the Johnson County, Texas Real Property Records by DAP Companies, LLC ("Declarant"), and was made in furtherance of this general development plan intended for the benefit of the Declarant and the Lot Owners (aka "Association Members") and their respective successors in ownership of Lots within the Subdivision from time to time; and

WHEREAS, in accordance with Section 7.24 of the Protective Covenants, which provides in part, "The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules And Regulations, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. Members, Builders and all parties living in or working on properties in the Highland Oaks Subdivision are required to be aware of and comply with the Rules And Regulations adopted by the Board as part of the Governing Documents of the Association. In addition to the restrictions contained in this Article, each Lot is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof."

NOW, THEREFORE, it is declared and resolved that all of the Subdivision shall be held, sold, and conveyed subject to the Rules And Regulations set forth herein, as amended by the Highland Oaks Association's Board of Directors from time to time, as follows:

RESOLVED that, effective on the 17th day of July, ~~2016~~²⁰¹⁷, the Highland Oaks Association Board of Directors does hereby declare, adopt and impose the Rules And Regulations of Highland Oaks Homeowners Association, Inc., a Texas non-profit corporation, set forth below in these Rules And Regulations; and

FURTHER RESOLVED that these Rules And Regulations shall bind the Subdivision and all Lots and Lot Owners therein, and shall run with the Subdivision and any title or interest therein, or any part thereof, and shall inure to the benefit of each Owner and future Owner thereof, and shall be administered and enforced by the Association's Board or by the Board's designated representative as follows:

INTRODUCTION

Section 1.1 General Restrictions. The use of the Highland Oaks Lots and Common Property will be subject to the restrictions set forth in the Protective Covenants and in these Rules And Restrictions, as they may be amended by the Highland Oaks Homeowners Association's Board of Directors from time to time.

Section 1.2 Prohibited Vehicles. No trucks, trail bikes, motor cycles, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, marine craft, hovercraft, aircraft, ATV, bus, commercial truck cabs, or similar vehicles shall be parked, stored, or in any manner kept or placed on any private street in the Highland Oaks Subdivision or on any portion of a Lot nearer to the street than the minimum front building setback line, except in an enclosed garage.

Recreational vehicles more than 40 feet in total length may not be stored on Lots, unless such vehicles are either garaged or fully covered and parked behind a line even with the front exterior wall of the primary residence. A location designated adjacent to the Highland Oaks Subdivision is available for a fee for storing recreational vehicles more than 40 feet in total length. Recreational vehicles under 40 feet in total length will be permitted on Lots with adequate shelter for such vehicles that is out of sight from any street or neighboring Lots. Without prior written Board approval, no vehicles which are not customary personal passenger vehicles, and any vehicle or equipment, or unregistered automobile or truck, which the Board deems to be a nuisance, unsightly, or inappropriate, may be parked for storage in a driveway or front yard of any dwelling or parked on any street in the Highland Oaks Subdivision, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view.

As an exception to this prohibition, and subject to compliance with all other parking rules, recreational vehicles, motor homes, and travel trailers shall be permitted to temporarily park in an Owner's driveway during loading and unloading for up to

seventy-two (72) hours, but no more than thirty (30) days per calendar year. No such vehicle shall be used as a residence or office temporarily or permanently. Vehicles that transport inflammatory or explosive cargo, except those used by a Builder during the construction or repair of improvements, are prohibited from the Property at all times. The Board may effect the removal of any vehicle in violation of the Declaration or these Rules without liability to the Owner or operator of the vehicle.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. Nor shall this restriction be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property or for the initial construction by other homeowners.

No work on automobiles or other vehicle repair shall be permitted to be performed in any visible or exposed portion of the Property except in emergencies.

Vehicles may only park in the private streets within the Highland Oaks Subdivision with special written permission from the Board on special occasions. And such vehicles must only park on the right side of the street, facing in the same direction of traffic on that side of the street.

Section 1.3 Abandoned, Inoperable or Oversized Vehicles. Except as permitted by Section 1.2 above, no abandoned or inoperable automobiles or oversized vehicles shall be stored or parked on any portion of the Property. "An abandoned or inoperable vehicle" shall be defined as any vehicle, which has not been driven under its own propulsion for a period of two weeks or longer; provided, however, this shall not include vehicles parked by an Owner while on vacation. "Oversized" vehicles, for purposes of this Section, shall be a vehicle, which is too high to clear the entrance to a residential garage. A written notice describing the abandoned or inoperable or oversized vehicle and requesting its removal may be personally served by the Association or its designated agent upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within 72 hours after notice has been given, the Association shall have the right to remove the vehicle without liability, and the expense of removal and any storage expenses shall be charged against the Owner.

Section 1.4 Parking and Auto Repair. Except as otherwise permitted in Section 1.3 above and in this Section 1.4, or as authorized in writing by the Association's Board of Directors or the Board's designated representatives, no automobiles or vehicles of any kind owned, leased, or otherwise under the ownership or

lease control of the permanent Member residents or permanent lessee residents of a Lot in the Property (herein referred to as the "Permanent Residents"), shall be parked in any of the private streets or upon any portion of the Property except within the Permanent Residents' garages or paved driveways or within any Common Area Parking Areas designated by written notice to the Permanent Residents by the Association's Board of Directors from time to time as "Common Area Parking Areas."

Violations of these Parking and Auto Repair rules are enforceable by and in the discretion of the Association's Board of Directors or the Board's designated representatives by towing of the violating vehicles without notice and without liability for trespass or any other liability connected with towing the vehicle. The Association Board is further authorized to impose discretionary fines against the Member and the Member's property in Highland Oaks and against any Member's Lessee for any violation of these Parking and Auto Repair rules.

Section 1.5 Flags and Flagpoles. Subject to the provisions of the Texas Property Code Chapters 202 and 209 et seq., also known as the Texas Residential Property Owners Protection Act, which permit the display of flags, no flags or flagpoles of any kind, except as specified in the Rules and Regulations of the Association, shall be displayed to the public view on or from any portion of the Property, except those flags and flagpoles approved by the Association or such flags as are required by law.

Property Owners and Lessees may, except as otherwise provided in this Section 1.5, display: (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces.

Such flags shall be displayed in accordance with the following:

- A. **United States Flag.** The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
- B. **State of Texas Flag.** The flag of the State of Texas shall be displayed in accordance with Chapter 3100, State of Texas Government Code;
- C. **Flag Display Materials.** A flagpole attached to a dwelling or a freestanding flagpole shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

- D. **Flag Display Location.** The display of a flag, or the location of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record;
- E. **Flag and Flag Display Maintenance.** A displayed flag and the flagpole on which it is flown shall be maintained in good condition. Any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed;
- F. **Number, Size and Location.** Property Owners may install no more than one flagpole on their property at a maximum height of not more than 20 feet, located either in the front yard or the back yard of the home; and the length (distance between the two bottom corners) of the flag shall be no less than one quarter the height of the flagpole, and no greater than one-third the height of the flagpole (fractions may be rounded up or down at Owners discretion). For example, for a 20' flagpole, the length shall be no less than 5' (ex: 3' by 5'), and not greater than 7.7' rounded down to 7' (ex: 4.5' by 7');
- G. **Flag Illumination.** Lights used to illuminate a displayed flag shall be limited to no more than two lights focused on the flag, installed within 20 feet of the flagpole with an intensity sufficient to properly illuminate a displayed flag without being overly bright. Such lights shall be directed at the flag in such a manner as to not shine on any structures or windows on adjacent property, or toward any street or vehicular traffic;
- H. **Flag Noise Abatement.** Property Owners and Lessees shall take the necessary steps to abate noise caused by any flag or flagpole, such as noise caused by an external halyard blowing against the flagpole;
- I. **No Flags in Common Areas by Property Owners or Lessees.** Neither Property Owners nor Lessees shall be permitted to locate or display a flag or flagpole on property that is owned or maintained by the Highland Oaks Homeowners Association, or owned in common by the Members of the Association;

Section 1.6 Signs. No signs of any kind, except as specified in the Protective Covenants or in these Rules and Regulations of the Association, shall be displayed to the public view on or from any portion of the Property, except those signs approved by

the Association or required by law. This provision does not restrict the display of Political Signs, which may be displayed in accordance with Texas Law.

No sign of any other kind shall be displayed to the public view on any Lot except one (1) professional security system sign of not more than one (1) square foot, one (1) sign conforming to the rules of the Association and approved in writing by the Association's Architectural Control Committee, of not more than six (6) square feet, advertising the Lot for sale or for rent, and signs used by a Builder, and an Architect, and approved suppliers to advertise during the Lot's construction and sales period.

No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from windows in the dwelling without the Board's prior written approval. The approval of the Association's Board or the Board's designated representatives, including the Architectural Control Committee, may specify the method of display, the location, nature, material, appearance, dimensions, number, and time period of display of any sign or object. The Board, or its designated representatives, may effect the removal of any sign or object that violates this Article or which the Board, or its designated representatives deem inconsistent with neighborhood standards without notice and without liability for trespass or any other liability connected with the removal.

The posting of a sign anywhere in Catalina Bay which the Association Board or its designated representative deems in their sole discretion to be personally offensive toward or against any Member or resident of Catalina Bay shall be a violation of these rules and may be enforced by the Association Board or the Board's designated representatives as a Nuisance under the Section 1.7 Nuisance rule hereinbelow, as amended from time to time.

Section 1.7 Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public or private nuisance. No noise, visual or other nuisance shall be permitted to exist or operate upon the Subject so as to be offensive or detrimental to any other part of the Subject Property or its occupants.

Any condition or act that the Association Board or its designated representatives deems in their sole discretion to be personally offensive or detrimental toward or against any Member or resident of Highland Oaks shall be a Nuisance violation of these rules and may be enforced by the Association Board or the Board's designated representatives as a Nuisance under this Section 1.7 Nuisance rule, as amended from time to time by the Board.

The result of every condition, act or omission that violates any provision of the Association's Governing Documents is a Nuisance, and any remedy allowed by law against a Nuisance, either public or private, including but not limited to the imposition of fines determined and assessed by the Association Board in their discretion, and enforceable by the filing and enforcement of claims of liens against a Lot and any Owner of a Lot, is applicable against the violation and is permitted without notice and without liability for trespass or any other liability connected with the determination or enforcement of a Nuisance.

Section 1.8 Electrical and Telephone Service. All electrical and telephone service installation must be placed underground.

Section 1.9 Water. Each structure designed for occupancy or use by human beings shall connect with water facilities as shall be made available from time to time by the Bethany Special Utility District ("BSUD"), Bethany, Texas. Any fully operational water wells existing as of May 1, 2016 shall be permitted as "grandfathered" but shall be restricted to be used only for irrigation and lawn sprinkler systems, not for domestic consumption.

Section 1.10 Wells. No well from which water, oil, or gas is to be produced shall be dug, nor shall water, oil or gas storage tanks or reservoirs, or any installation of power, telephone, or other utility lines (wire, pipe, or conduit), be made or operated anywhere on the Subject Property except as permitted in Section 1.9 above or in connection with water works operated by public agencies or duly certified public utility companies, and further except in connection with rain barrel or a rainwater harvesting system as permitted in Section 1.37 hereinbelow.

Section 1.11 Drainage. No Owner shall do or permit work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Property, except to the extent such alternative and drainage pattern is approved in writing by the Association.

Section 1.12 Trash. No trash, ashes, garbage or other refuse shall be thrown or dumped on any area within the Property. There shall be no outdoor burning of trash or other on-site disposal of refuse. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and except in preparation for pick-up on scheduled trash pick-up days, all such receptacles shall be screened from the public view and from the wind, and protected from animal and other disturbances. Plastic

trash bags are not permitted to be stored outside a dwelling or other enclosed structure, but trash bags may be placed at the street side, available for trash pick-up, up to four hours prior to scheduled trash pick-ups. All Owners and their lessees and guests shall place their trash, garbage and refuse for pick-up in areas next to the interior streets and their Lot's entry driveways as designated from time to time by the trash pick-up service company under contract with the Association, or as may be designated from time to time by the Association's Board. Owners and their lessees and guests shall not put out trash, ashes, garbage or other refuse for pick-up prior to 5:00 p.m. on the calendar day preceding the day upon which same is to be picked up and removed, and shall ensure that empty trash receptacles are removed by midnight on the day of trash pick-up. The Association encourages Owners to arrange for neighbors to assist them in complying with this Section 1.12 if they plan to leave on vacation or for other extended periods of time.

Section 1.13 Swimming Pools. Pool plans will require the prior written approval of the Association. Above ground pools are expressly prohibited. Johnson County should be contacted by the Owner to determine safety requirements for all pools. All Owners and residents must comply with all pool safety requirements of Johnson County and all other applicable governmental authorities.

No excavation shall be made except in connection with improvements to the Property approved as provided in the Governing Documents. For purposes of this Section "excavation" shall mean a disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting), which results in a removal of earth, rock, or other substance to a depth of more than 18 inches below the natural surface of the land. Prior to construction of a below ground swimming pool, an Owner should contact the Association to coordinate the point of construction access and assure that damage is not done to Common Property.

Pools may not be backwashed into drainage ditches, drainage-ways, streets, or other portions of the Common Property. All backwash water is to be retained on the Owner's Lot. If necessary, a hole should be dug and filled with rocks ("French drain") to provide for the needed on-site water drainage capacity. Swimming pool construction and fencing requirements may also be regulated by Johnson County.

Section 1.14 Tennis Courts and Basketball Goals. Tennis courts are not expressly prohibited by the Architectural Control Committee, but shall only be allowed on certain Lots. The determination by the Committee to allow a tennis court on a Lot shall be based on factors such as the size of the Lot, the desired placement of the tennis court and the visibility of such tennis court from any adjoining Lot. Any Owner

desiring to construct a tennis court on his Lot must submit plans and specification in writing to the Committee as provided in these Rules And Regulations. Permanently installed basketball goals, backboards and nets shall only be permitted if they are not visible from any Private Street. Basketball goals which are freestanding and portable shall be permissible when in use during play on any Owner's Lot during daylight hours if they are visible from any Private Street; but they are not permitted to remain on any Lot when not in play or overnight if they are visible from any Private Street. Attachment of basketball goals, backboards and nets to walls or roofs of any structures is expressly prohibited.

Section 1.15 Pets. No animals, livestock, snakes, reptiles or poultry of any kind shall be kept, raised, or bred on any portion of the Property, except dogs, cats, caged birds and aquarium fish (the kind and number of which may be regulated or prohibited from time to time by the Association in its sole discretion). It is expressly understood that goats, chickens, guinea hens, peacocks, lamas, alpacas, rabbits, pigeons, pigs, snakes, reptiles, sheep, ducks, cows and horses are not permitted pets, and shall not be kept on any portion of the Property. All other types of animals may not be kept on any portion of the Property without the prior written permission of the Association.

Section 1.16 Pet Housing. Permitted pets may be housed at all times within an Owner's home or attached enclosed garage, and may not be permitted to run at large at any time. No outdoor houses or shelters for pets may be placed on any Lot.

Section 1.17 Pooper Scooper. No resident may permit his pet to relieve itself on any portion of the Common Property. The Association may levy a fine against a Lot and its owner each time feces is discovered on the Common Property, which is from an animal in the custody of such Lot's resident, or owner.

Section 1.18 Construction Regulation Guidelines. Construction vendors and building contractors and subcontractors shall only be permitted inside the subdivision for construction related activities; and, unless permitted seasonally by the Association otherwise, their construction related activities presence shall be restricted on Mondays through Fridays from 7:00 a.m. until 7:00 p.m., on Saturdays from 7:00 a.m. until 5:00 p.m., with no presence permitted on Sundays. All Owners and contractors shall comply with construction regulations enacted from time to time by the Association. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas and vehicle parking direction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, and Owners' representatives on the Property at any time; the

conservation of landscape materials; and fire protection. During the construction of any improvements on the Property, the owner shall provide a debris fence to keep the debris from going on any adjoining Property or into any waterway.

Upon formal, written approval by the Association, construction projects or other improvements shall commence within 60 days of the approval date and shall be prosecuted diligently to completion within six (6) months of commencement unless an extension is granted in writing by the Association. If construction is not underway within the 60 day timeframe, the approval and all waivers will expire and a new approval must be made to the Architectural Committee before construction may commence. If construction is not completed within the required 6-month period, then after notice and hearing as provided in the Bylaws, the Association may impose a fine of \$50 per day on the Owner of the Lot until construction is completed or an extension is granted or the Owner can show to the satisfaction of the Board of Directors that the delay is due to circumstances beyond the Owner's control.

Section 1.19 Prohibited Construction Practices. The following practices are prohibited:

- A. Allowing concrete suppliers and contractors to clear their equipment other than at a location designated for that purpose by the Association;
- B. Removing any rock, plant material, top soil or similar items from any property of others; or
- C. Use of surface water for construction.

Section 1.20 Temporary Structures. No temporary structures shall be permitted except as may be determined to be necessary during construction and as are specifically authorized in writing by the Association.

Section 1.21 Accessory Structures, Spas and Swimming Pools. Accessory structures, such as dog houses, gazebos, storage sheds, playhouses and greenhouses, and spas or swimming pools may not be located in front yards or in unfenced portions of side or rear yards. Accessory structures shall not be permitted on any Lot without the approval of the Architectural Committee or the Board if it is or would be visible from any street, exceeds six (6) feet in height, or has a footprint of more than ten (10) feet by eight (8) feet, totaling more than eighty (80) square feet.

Section 1.22 House Numbers. Each home shall have a house number with a design and location established by the Association. In addition to any other approved location, the house number shall be located on the mailbox.

Section 1.23 Landscaping. Weather permitting, landscaping on Lots where a house is being constructed shall be completed within ninety (90) days following the earlier to occur of: (i) the date one hundred eighty (180) days following the date of issuance of a certificate of occupancy, or (ii) the date ninety (90) days after the date the home is first occupied. The utilization of non-living objects such as ornaments or other types of yard or religious art in the landscape must be harmonious with the character of the neighborhood and must be approved by the Association. Individual expression is permissible so long as it does not detract from this goal. Temporary holiday decorations are permitted so long as they are removed after not more than 15 days following the holiday. Maintenance requirements of the Common Property which may be performed by the Association at the Association's cost and expense include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, and removal of weeds and noxious grasses. All landscaping of Lots and homes shall be installed and maintained in a neat and attractive condition as follows:

- A. **Sprinkler Systems.** Installing a Lot's sprinkler system prior to occupancy of any home in Highland Oaks is the Lot Owner's responsibility. The Lot owner is also responsible for maintaining and repairing the Lot's sprinkler systems and heads at the proper ground level of the Lot to allow good drainage off the Lot.
- B. **Yards and Flower Beds.** All yards and/or flower beds must be properly maintained. If not, Highland Oaks Homeowners Association may hire someone to take care of any necessary mowing, edging, weeding, etc. at the Lot Owners expense.
- C. **Three Trees Required.** The lot must have at least three trees approved by the Association with a caliper equal to or exceeding three inches. At least two of these trees must be located in the front yard;
- D. **Public Right-of-Ways.** The trees may be located in the public right-of-way provided that all private licensing requirements of the Johnson County code and charter are met;
- E. **Required Trees.** Required trees may be existing trees on the lot if the following provisions are met:

- (i) The trees are of the correct size, location and approved species;
- (ii) The trees were protected during construction; and
- (iii) The trees are in a healthy growing condition at the time of inspection

Section 1.24 Lot Owner's Duty of Maintenance. Every Owner has the following joint and several responsibilities and obligations, at their sole cost and expense, to keep their Lots, yards, and homes in a well-maintained, safe, clean and attractive condition at all times, and to maintain, repair, and replace the property, subject to the architectural control requirements of the Declaration's Article 6, and the use restrictions of Article 7. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot. Such maintenance includes, but is not limited to the following:

- A. Mow to prevent grass in the lawns and weeds in the plant beds from exceeding eight (8') inches in height, edge, weed-eat, trim and otherwise maintain all yards of Owner's Lots at regular intervals, blow grass and weed cuttings off the street, sidewalks and driveways, and away from flower and shrubbery beds and porches and patios; and prune and maintain an attractive appearance for all trees, shrubs, flowers, other plant material, and all landscaping features and artifacts that are visible from a street, and maintain plant beds and yard sprinkler systems on Owner's Lots at such Owner's cost at a level, to a standard, and with an appearance that is commensurate with the neighborhood.
- B. Replace plant material, as needed, to maintain the minimum landscaping requirements prescribed by the Association.
- C. Screen plant vegetable gardens from being visible from a street.
- D. Regularly water sufficiently to keep grass and plant material alive;

Section 1.25 Driveways. Driveways may not be expanded without prior approval of the Architectural Control Committee or the Association. All driveways must be kept clean and clear of debris, oil, rust and other stains.

Section 1.26 Window Covering Criteria. No reflective materials, including, but not limited to, aluminum foil, reflective screen or glass, mirrors or similar type items, or temporary window coverings such as newspapers or bed sheets shall be installed or

placed upon the outside or inside of any windows of any home without the prior written approval of the Association. No drapes, blinds, shades, awnings or other items affecting the exterior appearance of a home shall be constructed or installed in any home without the prior written consent of the Association.

Section 1.27 No Outside Clotheslines. No laundry or wash shall be dried or hung outside any house.

Section 1.28 Antennae. No exterior radio, television, ham radio, microwave or other antenna or antenna dish or electric signal capture distribution device shall be permitted without the prior written consent of the Association and appropriate screening, except an antenna that: (i) is one meter (39.37 inches) or less in diameter or diagonal measurement, and (ii) either (a) is affixed to the rear wall (not roof) of a home, not more than ten feet above the ground, or (b) is placed on the ground in the rear yard of a home, with the maximum elevation of the antenna being five (5) feet above ground level. A satellite TV antennae (Direct TV, Dish, etc.) may be located in the rear of a home, or in the space on the left or right side of a home as long as a reasonable attempt is made to blend the antenna in with the home and/or landscaping to reduce its visibility from the front of the property.

Section 1.29 Guns. Hunting, shooting, or the discharge or use of firearms is not permitted anywhere on, in or from the Highland Oaks Subdivision, except for the personal defense or safety of a resident or guest in the Highland Oaks Subdivision. Neither the Declarant nor the Association shall have any liability whatsoever for any personal bodily or emotional injury, death, property damage, or other claim occurring from the use of a firearm anywhere on, in or from the Highland Oaks Subdivision.

Section 1.30 Outside Burning and Prohibited Fireworks. There shall be no exterior fires, except barbeques, outside fireplaces, braziers, and other incinerator fires contained within facilities or receptacles and in areas designed and approved by the Association. Fireworks shall only be permitted on the Common Property with the Board's written consent of each individually approved fireworks activity, subject to adult supervision and all other safety requirements imposed by the Board. Fireworks are permitted on Owners' Lots on Board approved holidays and during special events requested in writing by Owners and approved in writing by the Board, but shall be conducted at Owners' sole risk and liability. No Owner shall permit any condition upon its portion of the Property, which creates a fire hazard or is in violation of fire prevention regulations.

Section 1.31 Obstructions. There shall be no obstruction of any Common Property walkways or interference with the free use of those walkways except as may be reasonably required in connection with repairs. The Owners, their family, lessees, guests, and invitees, are granted nonexclusive easements to use the Common Property and pedestrian walkways within the Property. That use shall be subject to the Association Rules and Regulations adopted from time to time. The Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of pedestrian walkways, and the Association may specially assess a penalty fine against the Owners or other person responsible for the interference.

Section 1.32 Camping and Picnicking. No camping shall be allowed within the Subject Property. The Association, in its discretion, may ban or permit public assemblies and rallies within the Property.

Section 1.33 Restrictions on External Lighting. No lights will be permitted on the external walls of garages, on boat docks roofs, or on the eaves, external walls, porches, or other external areas of any house, unless limited to 100 watts and recessed under roofs or eaves or shielded and limited to 100 watts and shielded so that all light is reflected upward or downward, so that light does not shine on neighbor's Lots or houses or into the private streets or traffic. Also, all exterior lights must be noted on building plans and specifications submitted to the Architectural Control Committee, and must be switch operated. No mercury or halogen lights will be permitted.

Low-voltage lighting is permitted in planted areas to up-light plants, trees, or walls provided that such lighting does not shine on neighbor's Lots and houses. Such lights must be switch-operated, either manually or by electronically controlled (timed) switches.

Section 1.34 Orientation of Garages. Absent the issuance of a written waiver by the Architectural Control Committee or the Board, each garage shall be oriented on a Lot so that the garage door does not face the street or streets, which abut the Lot.

Section 1.35 Vacant Lot Maintenance. It is the Lot Owners responsibility to maintain his or her own Lot in an appropriate manner so as to maintain the high standards of Highland Oaks, as follows:

Every Lot Owner shall ensure their Lot is mowed and edged along the street on a regular basis. Individual fines may be assessed by the Association at any time the Association mows a privately owned Lot as a result of the failure of the Owner of such Lot to mow and edge the Lot when the grass reaches a height of eight (8) inches. The Association must first send notice of the violation by: (a) a first class letter to the

registered address on the Association's records, or (b) by email to the registered email address on the Association's records, or (c) by phone call to the contact person and phone number designated by the property owner on the Association's records and give the owner five days to mow the property.

Section 1.36 Solid Waste Composting of Vegetation. Per Section 202.007 of the Texas Property Code, composting of grass clippings, leaves or brush, or leaving grass clippings uncollected on grass is authorized provided that the composting device is not located on the side or front of a house or any other area that is visible from a street, another Lot, or a Common Area. Appropriate steps must be taken to prevent any noxious odor from emanating from the composting device.

Section 1.37 Rain Barrels or a Rainwater Harvesting System. Per Section 202.007 of the Texas Property Code, rainwater collection systems are authorized provided that the barrel or system is of a color consistent with the color scheme of the Property Owner's home and does not display any language or other content that is not typically displayed by such a barrel or system as it is manufactured. The catchment system shall be of a size no larger than is normally found on Lots of similar size, and all materials including a rain barrel, rainwater harvesting device, or other appurtenance shall not be located on the side or front of a house or at any other location that is visible from a street, another Lot, or a Common Area. The Architectural Control Committee may require the rain barrel, rainwater harvesting device, or other appurtenance to be located underground or screened from view from a street, another Lot, or a Common Area.

Section 1.38 Implementation of Efficient Irrigation Systems. Per Section 202.007 of the Texas Property Code, the Association authorizes the installation of efficient irrigation systems, such as underground drip and other drip systems. In general, irrigation may be provided manually by water hoses, or automatically with pop-up sprinkler systems, underground drip systems, other drip systems or a combination thereof.

Section 1.39 Solar Energy Devices. Per Section 202.010 of the Texas Property Code, solar energy devices may be installed on common property or Owner's Lots unless:

- A. As adjudicated by a court, the device threatens the public health or safety, or violates a law;

- B. It is located on property owned or maintained by the Highland Oaks Homeowners Association, or on property owned in common by the Members of the Association, unless approved by the Association;
- C. It is located in an area on the Lot other than on the roof of the home or another approved structure or in a fenced yard or patio owned and maintained by the Lot Owner out of public view.
- D. If mounted on the roof of the home:
 - (i) it may not extend higher than or beyond the roofline;
 - (ii) it must conform to the slope of the roof and have a top edge that is parallel to the roofline;
 - (iii) it may not have a frame, a support bracket, or visible piping or wiring that is not in a silver, bronze, or black tone commonly available in the marketplace.
 - (iv) it must be installed in an area approved by the Architectural Control Committee, unless an alternate location increases the estimated annual energy production of the device, as determined by using a publicly available modeling pool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the device if located in an area designed by the Architectural Control Committee.
- E. if located in a fenced yard or patio, the device shall not be taller than the fence line.
- F. The device, as installed, must not void material warranties.
- G. The Association or the Architectural Control Committee shall not withhold approval for installation of a solar energy device if the above provisions are met or exceeded, unless the Association or Committee determines in writing that placement of the device as proposed 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 written approval of the proposed placement of the device by all

Property Owners of adjoining property constitutes prima facie evidence that such a condition does not exist.

Section 1.40 Display of Certain Religious Items. Per Section 202.018 of the Texas Property Code, Owners or residents may display or affix on the entry to the Owner's or resident's dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief.

- A. Such religious items shall not:
- (i) Threaten the public health or safety;
 - (ii) Violate a law;
 - (iii) Contain language, graphics, or any display that is patently offensive to a passerby;
 - (iv) Be in a location other than the entry door or door frame or extend past the outer edge of the door frame of the Owner's or resident's dwelling; or
 - (v) Individually or in combination with other religious items displayed or affixed on the entry door or door frame have a total size of greater than 25 square inches.
 - (vi) Except as provided above, Owner's or resident's may not use a material or color for an entry door or door frame or make an alteration to the entry door or door frame that is not authorized by the Association or Architectural Control Committee.
 - (vii) The Owners Association may remove an item displayed in violation of the above rules.

Section 1.41 Association Does Not Insure. Each Owner is solely responsible for insuring the home, Lot, and all personal property located within the home or otherwise located on the Lot, including home furnishings and motor vehicles. Personal property placed in or on the home or Lot shall be solely at the risk of the resident and the owner of such personal property. The Association urges owners and residents to purchase insurance on their home, Lot, and personal belongings.

Section 1.42 Leasing. Any Owner shall have the right to lease its home, subject to the following conditions:

- A. All leases shall be in writing and shall be for a term of no less than six (6) months, but no longer than twelve (12) months; and a copy of the lease must be provided to the Association with confidential, personal information (such as Social Security numbers and Driver's Licenses) deleted;
- B. The lease shall be specifically subject to these Rules And Regulations, and the Association Articles of Incorporation, Bylaws, and the Protective Covenants as they may be amended from time to time (collectively, the "Governing Documents");
- C. An Owner shall be liable for any violation of the Property documents committed by the Owner's tenant or guest, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant or guest.

Section 1.43 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Subject Property.

Section 1.44. Governing Documents. The Governing Documents of the Highland Oaks Homeowners Association are:

- A. **Articles of Incorporation.** The Articles of Incorporation state what the Association is authorized to do under Texas law. They must be filed with the Office of the Secretary of State of Texas to be valid and they take precedence over all other Governing Documents.
- B. **Declaration of Covenants, Conditions and Restrictions.** The Declaration of Covenants, Conditions and Restrictions (often referred to as the "Declaration" or the "Protective Covenants") describe in detail what the Association is authorized to do or not do. The Declaration can be modified by an amendment approved by a vote of sixty-seven percent (67%) of the Association Members. The Declaration must be recorded in the Official Records of Johnson County, Texas in order to be valid and takes precedence over the Bylaws and the Rules And Regulations.

- C. **Bylaws.** The Bylaws cover the operation of the Association, such as the authority and responsibility of the Officers and Board of Directors, elections, meetings of the Board and Association, voting requirements, obligations and rights of Owners, Association records, etc. The Bylaws may be modified by an amendment approved by a majority of the Members, although they may not be amended to conflict with the Declaration of Covenants, Conditions and Restrictions. In the event of conflict, the Declaration shall prevail. The Bylaws must be recorded in the Official Records of Johnson County, Texas to be valid and take precedence over the Rules and Regulations.
- D. **Rules and Regulations.** These Rules And Regulations address specific situations that affect Owners on a day-to-day basis and may be modified by amendment by the Board of Directors, preferably with input from the Members. The Rules And Regulations must be recorded in the Official Records of Johnson County, Texas to be valid and may not be amended to conflict with any of the above Governing Documents. In the event of conflict, the above Governing Documents shall prevail. Both the Bylaws and the Declaration specifically authorize the Board to generate or modify Rules and Regulations for the Association, so to the extent these Rules And Regulations conflict with the Declaration's "Architectural Control" or "Construction Specifications And Use Restrictions", these Rules and Regulations shall prevail. These Rules and Regulations must be recorded in the Official Records of Johnson County, Texas to be valid.

CERTIFICATE

I HEREBY CERTIFY that the foregoing and the attached Exhibit A is a true, complete, and correct copy of the Rules And Regulations of **HIGHLAND OAKS AT EGAN HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, as adopted by the Board of Directors of the Association on the 9th day of June, 2016, to be effective upon recording in the Official Records of Johnson County.

Acknowledged: HIGHLAND OAKS HOMEOWNERS ASSOCIATION, INC.

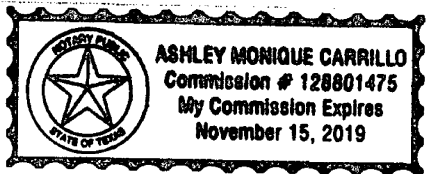
RS
Robin Lynn Sear
 Robin Lynn Sear
 Secretary

Charles Daniel Sear *CD*
 Charles Daniel Sear, President / Treasurer
Paul Anthony Benavidez *PB*
 Paul Anthony Benavidez, Secretary V. P.

THE STATE OF TEXAS)(
)(
COUNTY OF JOHNSON)(

This instrument was acknowledged before me on June 9th, 2016, by Charles Daniel Sear, President, and Paul Anthony Benavidez, Secretary, on behalf of the HIGHLAND OAKS HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation.

[Handwritten signature of Ashley Monique Carrillo]
Notary Public, State of Texas



After filing return to:

John A. Hall, President
Gran Country, LLC
Association Agent
1201 2nd Street, Suite 102
Granbury, Texas 76048