

Electronically Recorded

Tarrant County

Official Public Records

11/21/2014 11:40 AM

D214254681

Mary Louise Garcia

PGS 47 \$200.00

HULEN HEIGHTS HOMEOWNERS ASSOCIATION, INC.
Submitter: PROPERTY INFO
Mary Louise Garcia

**RESTATED AND AMENDED
COMMUNITY POLICIES**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL PERSONS BY THESE PRESENTS:

THIS RESTATED AND AMENDED COMMUNITY POLICIES is made on the 26th day of August, 2014 by HULEN HEIGHTS HOMEOWNERS ASSOCIATION, INC., and replaces in its entirety that certain Community Policies dated December 29, 2011 and filed of record by instrument #D212008025 on January 11, 2012 in the public records of Tarrant County, Texas.

WHEREAS the Hulen Heights Homeowners Association, Inc. is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS the Board of Directors ("Board") of the Association has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding policies contained therein, it is appropriate for the Association to adopt guidelines regarding policies within the community.

NOW, THEREFORE, the Board has duly adopted the following Community Policies within the community:

**HULEN HEIGHTS HOMEOWNERS ASSOCIATION, INC.
INFORMATION GUIDE AND COMMUNITY POLICIES**

(Approved by the Hulen Heights HOA Board of Directors on April 15, 2009; revised December 29, 2011, revised August 26, 2014)

ASSOCIATION GENERAL INFORMATION

The Hulen Heights neighborhood is an active, award winning, Texas friendly place to call home. Whether this is your first or third experience living in a homeowners association, we want you to understand your rights and responsibilities as a member of our community. This document will provide you with the governing policies, and we hope it will also inspire you to become involved in the social, governing and all other aspects of life in our wonderful neighborhood. Our residents, our committee volunteers, the Board of Directors and the Association Manager of Hulen Heights Homeowners Association all work together to make living in Hulen Heights a daily pleasure.

Our community is defined and regulated by a document called the Bylaws. Rules and regulations are defined in another document called the Declaration of Restrictions, Covenants and Conditions of Hulen Heights Homeowners Association. These documents and any amendments are filed at the Tarrant County Courthouse in Fort Worth, Tarrant County, Texas. The Bylaws and Declarations apply to everyone who purchases a lot within the Hulen Heights Development, and outline the obligations of the association, members and residents, and governs activities within the community. It is important that each owner and resident understands these documents.

The Board of Directors have created these Community Policies to supplement and support the Declaration. Some provisions contained within these Community Policies are included in the Declaration.

The goals of the Hulen Heights Homeowners Association include:

1. Establish maintenance standards and maintenance systems to safeguard the value of the investment of all owners/members of the association by insuring that the value of individual homes will escalate at the maximum appreciation rate.
2. Provide to all residents including owners/members or those who lease their home, a “structured” community atmosphere with a “quality of life” that everyone can appreciate and enjoy.
3. Maintain the physical soundness and cosmetic appearance of the community.
4. Promote homeowner participation and input to ensure that the policies of the association serve the needs and welfare of the community.
5. Provide maximum enjoyment of the common areas with minimum effort and conflict via coordinating all phases of ownership into one smoothly operating entity.

ASSOCIATION COMMITTEES and CLUBS

A vital part of creating a quality community, and one that creates pride and community spirit, is volunteer involvement. Each resident can help their neighbors, the Board and the Association Manager in many ways and play an important role to ensure a quality of life within the community that everyone can enjoy. Serving on a volunteer committee will help you to become better acquainted with your neighbors. Other committees may be formed in the future to fulfill neighborhood needs and changing interests of our residents.

The Board of Directors selects and appoints a committee chair from resident volunteers on each committee. Committees typically meet as needed to discuss their area of responsibility, and the committee chairperson periodically reports progress, requests and ideas to the Board for consideration and action. The Board of Directors controls all activities within the association, with the assistance and input of the committee volunteers and neighbors.

Finance: (Typically Chaired by the Treasurer)

Oversees the financial needs of the association regarding month-to-month anticipated revenue, expense obligations and long-term needs. The Finance Committee Chairman may also either prepare or assist in the preparation of annual budgets (and/or confirms or reviews budgets prepared by the Association Manager). This body also makes recommendations regarding financial matters to the Board as and when needed.

Architectural Control Committee (or ACC):

The ACC consists of three (3) members that are appointed by the owner-elected Board of Directors. The Architectural Control Committee reviews requests and denies or grants approval for additions or changes to existing structures, new structures and landscaping to ensure that all improvements conform to the Declaration, Bylaws and Community Policies and are equal to/or exceeding established standards. Such changes must also blend with other improvements within the community.

Bylaws Committee:

Reviews the Association Bylaws and/or Declaration and/or Community Policies and makes recommendations to the Board of any additions, deletions or changes

Crime Prevention:

Oversees, and is alerted of any actual or potential criminal activity within the community. This committee works closely with local law enforcement agencies in helping educate owners and residents regarding their individual responsibilities in crime prevention and what to do in the event suspicious activity is observed or if an emergency occurs. Every resident within the community has the responsibility to stay alert, record license plate numbers or personal descriptions (if needed) and notify the proper authorities (**911**) and the Association Manager if suspicious activity is observed.

Beautification:

Reviews and makes recommendations to the Board for the care and/or improvement of association common areas. This Committee may also participate in making actual improvements to the common areas with the planting of shrubs, flowers, etc. (upon approval by the Board).

Communications:

Prepare, print and distribute an association newsletter on an as-needed basis (typically once each quarter). Also, may prepare or assist in preparing a master list (or community roster) of association

members and/or residents names, address, telephone number and e-mail address for distribution to all owners and residents.

Social:

Plans association social activities throughout the year such as picnics, National Night Out community activities and/or any other worthwhile activities that may assist owners and residents in getting to know each other better or...just for fun.

Welcoming and/or Hospitality & Concerns:

Typically, will meet and greet new owners/residents who move into the community. This committee also may be alert to any individual owner or resident experiencing a crisis situation where their neighbors may provide assistance if needed. (i.e.: illness, death, etc.)

Clubs:

Neighbors and friends with “common interests” come together and participate in the activities they enjoy. Participating in a club is an excellent way to get to know your neighbors and to share your experiences and talents with them. The types of clubs are unlimited but those that most often exist within a community may be as follows:

Dinner Club (where members venture out together and “experience” a new restaurant once a month or as often as they would like), **Gourmet Club** (members meet once a month in each other’s homes and each brings a dish consistent with that month’s theme; Italian, French, Tai, etc.), **Bridge Club** (or other card, dominoes and other types of games with participants visiting from time to time to “fine tune” their skills and visit with their friends), **Sewing or Crafts Club** (whether it be quilting or making special items to be given to their friends at Christmas or other special occasions, this type of club can be very rewarding and entertaining)

COMMUNITY POLICIES

Subjects are listed and described in alphabetical order. Noted for each subject are certain provisions of the Declaration that apply to that specific subject. This is shown only as a convenience and is not intended to be totally inclusive of all provisions within the Declaration that deals with each specific subject. No warranty is given or implied. Please refer to the actual filed deed restrictions and Bylaws for exact provisions. If you do not have a copy of the Declaration, contact the Association Manager. If any provisions contained within the following Community Policies are found to be in conflict with the Declaration, the Declaration will prevail. If any provisions contained with the following Community Policies are found to be in conflict with Federal, State or local laws, the Federal, State or local laws will prevail.

| | |
|---|---|
| Accessories/Address Number | Nuisances (excessive noise, noxious odors, etc.) |
| Air Conditioning Equipment – <i>Article 4.7 k, u</i> | Patio Covers and Pergolas |
| Animal Policies (pets) – <i>Article 4.7 g</i> | Painting |
| Antennas (see Satellite Dishes) | Personal Property Required to be “Screened” From View |
| Architectural Control Committee Procedures – <i>Article 5.1 and 5.2</i> | Playground Rules |
| Association dues | Pools – Construction |
| Basketball Goals | Pool Policy |
| Boats/Watercraft, Trailers, Mobile Homes, Campers, Boat Trailers, etc. – <i>Article 4.7 b, c, d</i> | Pool Guest Policy |
| Burning – <i>Article 4.7 t</i> | Pool Party Policy |
| Businesses – <i>Article 4.7 m</i> | Rainwater Recovery Systems |
| Collection Policy and Procedures (for dues and other assessments), Payment Plans and Priority of Payments | Records Production and Copying Policy |
| Common Property (use by owners and/or residents) – <i>Article 1.8</i> | Residency and dwelling use – <i>Article 4.3</i> |
| Construction and/or Modification of Dwellings or Other Structures – <i>Article 5</i> | Roofs – <i>Article 4.16</i> |
| Display of Certain Religious Items | Safety of homeowners and residents |
| Document Retention Policy | Satellite Dish Specifications and Antennas – <i>Article 4.7</i> |
| Drainage – <i>Article 4.7 p, q</i> | Signage – <i>Article 4.7 r</i> |
| Driveways/Parking – <i>Article 4.6, 4.7 b, c, d</i> | Solar Energy Devices |
| Emergencies – What to do | Solar Screens |
| Enforcement of Declaration, Bylaws & Association Community Policies – <i>Article 6.1 d</i> | Solicitations within the community |
| Fences – <i>Articles 4.11, 4.12</i> | Speed Limits within the community |
| Firearms | Storage Buildings/Sheds/Accessory Structures – <i>Articles 4.7a, o</i> |
| Flags | Storage of Automobiles, trailers and other vehicles – <i>Articles 4.7 b</i> |
| Garages/Garage Doors – <i>Article 4.4</i> | Storage of personal items on common property |
| Garage/Yard sales | Transfer Fee/Working Capital Fee (charged upon the sale of a dwelling) |
| Gardening – <i>Article 7.3</i> | Trash Disposal – <i>Article 4.7 h</i> |
| Holiday Decorations | Trees |
| Homeowner Disputes | Walkways and Entrances |
| Insurance | Walls – <i>Article 4.7, 4.11, 5.1</i> |
| Landscaping (common areas and personal property) – <i>Article 4.13, 7.3</i> | Window Treatments/Coverings – (blinds, drapes, etc.) |
| Leasing of dwellings | Wi-Fi Access |
| Lighting | <u>EXHIBITS AND FORMS</u> |
| Mailboxes – <i>Article 4.15</i> | Property Modification Request |
| Maintenance (of landscaping and all lot improvements) – <i>Articles 7.4</i> | Fence Modification Checklist |
| | Patio Cover and Pergola Checklist |
| | Roof Checklist |
| | Storage Building Checklist |
| | Rental Agreement for Use of Hulen Heights Pool |
| | Most Common List of Violations |

Accessories/Address Number

Installation of all exterior items and surfaces, including address numbers, decorative hardware, fencing, walls, external ornamentation, light fixtures, and exterior paint and stain, is subject to the ACC's prior approval, including approval of design, color, materials, and location.

Air Conditioning Equipment

No air-conditioning apparatus shall be installed so as to be visible from the front of the residence. No window air-conditioning apparatus or evaporative cooler shall be attached to any front wall or front window of a residence or at any other location where it would be visible from any street.

Animal Policy (pets)

Subject to the Declaration and/or City Ordinances, no animals, livestock or poultry, birds, insects, or birds of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. A maximum of three (3) household pets may be housed on the interior of the dwelling or in a fenced yard, as long as the animals do not become a nuisance to neighbors. Animal owners must immediately pick up animal feces anywhere on the common area and/or other lots and dispose of waste accordingly. In accordance with the City Ordinances, a person commits an offense if they fail to keep an animal they own from "being at large". "Animals" are defined as any member of the animal kingdom other than Homo sapiens. "At large" shall mean:

- a) *On any Lot and/or Common Property.* - Any animal not confined to the lot by some physical means of sufficient height, strength, length and/or manner of construction to preclude the animal from leaving the lot.
- b) *Off Premises of Owner* - Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making any unsolicited contact with any person, their clothing and/or their property.
- c) Provided, however, that any animal confined within a cage, automobile or other vehicle of its owner shall not be deemed at large.

Animals must be properly vaccinated according to City Ordinances, and have a proper tag with the pet owner's name and phone number for identification. Animal owners are solely responsible for any damage caused by their animals. An animal found on common property unattended is subject to being picked up by City Animal Control.

Architectural Control Committee Procedures

You must submit plans and specifications of requested changes or additions to your home or lot. These plans/specifications must show the nature, kind, shape, height, materials and location of all proposed landscaping and/or construction of improvements. Such plans must be submitted at least thirty (30) days in advance of the proposed project start date. These items are to be directed to the Hulen Heights HOA in care of the Association Manager using the "Property Modification Request" form (see page 37) or providing the information needed in the same format as shown on this form. You may also obtain this form at www.HulenHeights.com. Proof of delivery of Owners' request may be required.

The Association Manager will direct the request to the Architectural Control Committee for review. In the event any information is to be clarified, the Owner will be contacted and such information requested. Although it normally will not be needed, the Architectural Control Committee reserves the right to request the expert opinion of a professional third party, at the Owner's expense, to determine appropriateness of proposed construction methods for the proposed structure, and for proper permits to be obtained from the City before the work is performed. The ACC also reserves the right to require that the approved work be completed in no

more than ninety (90) days (unless an extension is approved by the ACC. If the Architectural Control Committee fails to approve or disapprove a "written request" made by Owner within thirty (30) days from the date of the receipt of the submission, and Owner has not been contacted to the contrary, approval of Owner's request is assumed. If additional information is requested by the ACC to the resident, the 30 (thirty) day timeframe starts over on the date the ACC receives the requested additional information. Every effort will be made to review each request on a timely basis with the Owner contacted in writing or email regarding the decision of the Architectural Control Committee. If approval is not obtained, the Association has the right to remove any additions to the Property at the Owner's expense. Prior notice will be given before removal of adjustments or additions are made. The Architectural Control Committee may from time-to-time publish architectural standards bulletins, which shall be fair, reasonable and uniformly applied.

If the application is for work that requires a building permit from the city, the ACC's approval is conditioned on the city's issuance of the appropriate permit. The ACC's approval of plans and specifications does not mean that they comply with the city's requirements. Alternatively, approval by the city does not ensure ACC approval.

A FINE OF \$250.00 WILL BE AUTOMATICALLY ASSESSED ON THE FIRST DAY FOLLOWING THE "CURE DATE" TO ANY LOT FOR ANY MODIFICATION MADE WITHOUT PRIOR ACC APPROVAL. UNTIL RESOLUTION IS REACHED A FINE OF \$150 WILL BE AUTOMATICALLY ASSESSED EVERY 30 DAYS. IF APPROVAL IS NOT ULTIMATELY OBTAINED, THE ASSOCIATION HAS THE RIGHT TO REMOVE ANY ADDITIONS TO THE PROPERTY AT THE HOMEOWNER'S EXPENSE.

Association Dues

Unless modified by the Board of Directors, semi-annual dues are to be paid by each lot on January 1st and July 1st of each year. Notices will be provided approximately thirty (30) days prior to the due date. Payments may be made by check or money order and mailed to:

**Hulen Heights Homeowners Association
c/o FirstService Residential
P.O Box 60200, Los Angeles, CA 90060-0200**

Most banks also provide their customers with a service of setting up automatic payments with the bank forwarding a check payable and mailed to the HOA at the address above. Contact your personal bank for more information.

On-line payments may also be made by going to **www.fsresidential.com** clicking on **Make Payment**. At the next screen enter your zip code, click **Find My Payment Page**, and then follow the prompts. Payment can be made by charging the amount on a credit card or you can also authorize the drafting of your personal bank account for the amount designated. A small convenience fee is charged by the company offering this service. (Also review **COLLECTION POLICY AND PROCEDURES**.)

Basketball Goals

Portable basketball goals are allowed provided they are maintained and not in a state of disrepair. Goals may not be attached in any manner to any part of the house or garage. Portable goals may not be stored in or on any non-paved area in the front or side yard except when in use. When not in use, portable goals may not be stored or placed in the front or side yard for longer than 72 hours and must be standing in an upright position. All permanently installed goals (i.e., those mounted on poles) must have ACC approval prior to installation.

Boats/Watercraft - Storage

No boats or watercraft or trailers of any kind, whether motorized or not, including but not necessarily limited to marine craft, hovercraft, jet skis, fishing boats, paddle boats or canoes may be parked or stored on any portion of the property for more than 24 hours in any 72 hour period unless it is **completely** concealed from public view inside a garage or other enclosure approved by the City and the ACC.

Burning

Except within fireplaces inside the dwelling and for outdoor cooking, utilizing equipment designed for that purpose, no burning of any kind is permitted anywhere within the community.

Business

No lot or dwelling shall be used for commercial or manufacturing purposes of any kind, other than a small home office. No activity, whether for profit or not, shall be conducted which is or may become an annoyance or nuisance to the neighborhood. Any such business activity however, must comply with City Ordinances.

Collection Policy and Procedures

The timely payment of association dues and/or other assessments is essential for the operation of the association. Dues must be paid on or before the due date as noted on a statement which the Association Manager mails to each owner's address of record. A courtesy notice will be mailed to each owner indicating the amount due approximately 30 (thirty) days before the due date.

Assessments or dues are due on January 1st and July 1st of each year (unless modified by the Board) and may be paid by check or money order and mailed (or delivered) to the Association Manager. When making a payment, be sure to provide your address and/or your account number (as it appears on the statement) so that proper credit can be given. Payments from owners shall be applied to the owner's debt in accordance with State law. If owner writes a check and is returned by the bank marked insufficient funds, an NSF fee will be applied to the owner's account.

| Homeowners Association of Hulen Heights, Inc. collection process includes the following steps unless authorized exceptions to this process are communicated in writing from the Board of Directors through the Association Manager. | | |
|--|---|----------------------------------|
| Notice | Description | Fees |
| 1 st Friendly Notice | <ul style="list-style-type: none"> • Issued by the billing department after the Association's late date as a statement showing the total amount due. The late date is the 30th • Only issued to owners <u>with a balance of \$10 or more.</u> <ul style="list-style-type: none"> ○ Interest is not calculated on balances under \$2. | \$25.00 monthly + Collection Fee |
| 2 nd Formal Notice | <ul style="list-style-type: none"> • Issued by the billing department as a late letter (typically 30 days after the Friendly Notice). • Includes the Fair Debt Collections verbiage and allows the account holder 30 days from receipt of notice to address the delinquent account. <ul style="list-style-type: none"> ○ Per the Texas Property Code, these notices must be mailed certified (also mailed first class) and include language regarding restricted access to amenities and the right to cure. • Only issued to owners <u>with a balance of \$50 or more.</u> <ul style="list-style-type: none"> ○ A second late statement may be sent to owners in lieu of or in addition to the second notice, but the processing fees and collateral costs (print, envelopes, postage, etc.) still apply to each review and mailing. | Collection Fee |

| | | |
|---------------|--|-----------------------------|
| Demand Letter | <ul style="list-style-type: none"> ○ This is a second 30-day collection notice (similar to the 2nd Formal Notice); sent via certified mail. ○ The billing department will automatically proceed with referring an account for demand <i>unless the Manager or Board of Directors stipulates otherwise.</i> ○ Association collection policies may require demand letter processing through an attorney's office. | Demand Letter Fee |
| Lien | <ul style="list-style-type: none"> ● The billing department will automatically proceed with an Authorization to Lien <i>unless the Manager or Board of Directors stipulates otherwise,</i> (approximately 30 days after the mailing of the demand letter). ● The lien is filed with the county clerk where the property is located and is a legal record that a debt is owed and is secured against the property in question. ● Processing and filing a lien with the county clerk can take up to 30 days. | Transfer Fee + Attorney Fee |
| Foreclosure | <ul style="list-style-type: none"> ● <i>Authorization for Foreclosure must be Board-approved in writing.</i> <ul style="list-style-type: none"> ○ The approval should be in the form of Board-approved meeting minutes or a signature on an approved form. ○ The collection agency or attorney's office requires the Board to sign an Assignment of Substitute Trustee (AST) that allows the chosen representative to post and settle a foreclosure on behalf of the Board. ● Processing an account for foreclosure can take up to ninety (90) days ● A homeowner has a six-month (180 day) period to redeem property that has been foreclosed by paying the amount owed in full, including all dues, legal, and collection fees. <ul style="list-style-type: none"> ○ If the property is not redeemed, the next step is Authorization to Sell or Authorization to Evict. ○ The Association can proceed with Authorization to Evict once the property has been foreclosed. ● <i>NOTE 1:</i> The Association lien is subordinate to the first lien holder (mortgage company). If the mortgage company forecloses on the property, the Association lien is relinquished and the amount owed is written off to unrecovered assessments. The mortgage company is responsible for all dues and fees incurred after the date of foreclosure, as they are the new legal owners of the property. ● <i>NOTE 2:</i> There are two types of foreclosure available to Associations, judicial and expedited non-judicial. The governing documents for each community will specify which methods of foreclosure are available to the Association. <ul style="list-style-type: none"> ○ Expedited non-judicial foreclosure is a new requirement for Associations that do not require judicial foreclosure per HB 1228 effective 1/1/2012. | Transfer Fee + Attorney Fee |

Payment Plans

1. Upon the request of a delinquent owner, the Association shall enter into an alternative payment schedule with such owner, subject to the following guidelines:
 - a. An Alternative Payment Schedule is only available to owners who have delinquent regular assessments, special assessments or any other amount owed to the association.
 - b. An Alternative Payment Schedule will not be made available, except in the sole discretion of the Board, to owners who have failed to honor the terms of a previous Alternative Payment Schedule during the two

years following the owner's default of such Alternative Payment Schedule.

- c. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
- d. All Payment Plans must be in writing on the form provided by the Association.
- e. The Payment Plan becomes effective and is designated as "active" upon:
 - i. receipt of a fully completed and signed Payment Plan form; and
 - ii. receipt of the first payment under the plan; and
 - iii. acceptance by the Association as compliant with this Policy.
- f. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - i. Total balance up to 2 times annual assessment ... up to 6 months
 - ii. Total balance up to 3 times annual assessment ... up to 12 months
 - iii. Total balance greater than 3 times annual assessment ... up to 18 months
- g. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
- h. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- i. If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
 1. misses a payment due in a calendar month; or
 2. makes a payment for less than the agreed upon amount; or
 3. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
- j. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
- k. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
- l. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

Priority of Payments

The following Policy for Priority of Payments is established by the Board:

- A. Except as provided by Section (B), a payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any delinquent assessment;
 2. any current assessment;
 3. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 4. any attorney's fees incurred by the association that are not subject to Subsection (3) above;
 5. any fines assessed by the Association;
 6. any other amount owed to the Association.

- B. If, at the time the Association receives a payment from an owner and the owner is in default under an Alternative Payment Schedule entered into with the Association, the Association is not required to apply the payment in the order of priority outlined in Section (A), in accordance with Section 209.0063 of the Texas Property Code. Instead, in the event that an owner is in default under an Alternative Payment Schedule at the time the Association receives a payment from the property owner, then the payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:
 1. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
 2. any attorney's fees incurred by the association that are not subject to the immediately previous Subsection (1);
 3. any delinquent assessment;
 4. any current assessment;
 5. any other amount owed to the Association.
 6. any fines assessed by the Association.

The Association Manager or employees thereof do not have the authority to waive or make any adjustments on an owner's account unless directed to do so by the Hulen Heights HOA Board of Directors.

Common Property

Common property, which includes the swimming pool and playground, is owned by and intended for the use and enjoyment of all residents. All common area walkways, streets and entrances are to be kept free and unobstructed and may not be used for any purpose other than entry and exit or for the purpose intended. **For reasons of personal safety, use extreme caution when using skates, roller blades, skateboards and other similar recreational items.** There is to be no planting or gardening on common property and these areas are not to be tilled, gardened, planted or altered in any way without the prior written approval of the Board. No personal articles may be

placed or stored on common property. Any items found on common property may be removed by the association without notice. Any damage caused to common property by any resident and/or guests may be corrected at the expense of the responsible owner. In the event repairs are not made within a reasonable period of time after notice has been given to the owner, the association reserves the right to make the repairs needed and assess the owner.

Construction and/or Modification of Dwellings or Other Structures

The HOA and ACC do not wish to prohibit or discourage owners or residents from protecting or improving their property. Certain provisions are necessary to protect the physical and visual integrity of all buildings within the Hulen Heights Community. All dwellings and lots are to be maintained in good condition in order for the appearance not to be unsightly. No buildings, fences, walls or other structures shall be constructed, erected or maintained upon any lot, nor shall any exterior addition or change or alteration to the existing dwelling be made unless approved by the ACC. This includes color of fencing materials. No change may be made to the exterior of any dwelling within the common property without the prior written approval of the ACC. Modifications include, but are not limited to decorations, painting, major landscaping, changes to the owner or resident's personal landscaping, or repair or replacement of roofs or exterior surfaces (except with identical material). Exterior maintenance does not include glass surfaces, windows, door fixtures and hardware, air conditioning equipment or any owner or resident's personal landscaping. Any changes or improvements to the lot that may interfere with the established drainage pattern over any part of the property requires prior approval by the ACC and may require review by other parties to determine acceptability. To avoid fines, penalties, or other actions, please follow the specific procedure for submitting a request to the ACC. (See also Drainage and **Architectural Control Committee Procedures.**)

Display of Certain Religious Items

A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.

1. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
2. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
3. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
4. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
5. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.
- 6.

Document Retention Policy

The following Document Retention Policy has been established by the Hulen Heights HOA Board of Directors:

1. Certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws and covenants shall be retained permanently.
2. Financial books and records shall be retained for seven years.
3. Account records of current owners shall be retained for five years.
4. Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term
5. Minutes of meetings of the owners and the board shall be retained for seven years.
6. Tax returns and audit records shall be retained for seven years.
7. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
8. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

Drainage

No person may interfere with the established drainage pattern over any common property or lot. Specifically, each owner agrees (1) to maintain the integrity of the drainage design of his lot by not filling or altering drainage swales that are constructed on the lot as required by the city or by the ACC; (2) to not construct fences that impede or deflect the flow of water across his lot; (3) to not impede or deflect the flow of water in drainage areas by placing objects or by planting excessive landscaping in those areas; and (4) to conform the design and construction of sidewalks, driveways, and foundations in drainage areas to the city's drainage requirements.

Driveways/Parking

Only non-commercial passenger automobiles and vans, motorcycles, pick-up trucks or pick-up trucks with attached bed campers that are in operating condition with current license plates and inspection stickers and are in daily use as non-commercial motor vehicles on the streets and highways of the State of Texas are allowed. No commercial vehicle owned or operated by an owner or occupant of a residence may be parked overnight on any street, unless it is parked in the garage. No automobile, truck or other vehicle, regardless of ownership, age, condition or appearance shall remain on or about any lot in any manner which could be construed as being stored, inoperable, neglected, abandoned or otherwise not in frequent use unless authorized by the Board. If a complaint is received about a violation of any part of this section, then the Board will be the final authority on the matter. No vehicles, trailers, implements, or apparatus may be driven or parked in any common area or on any easement.

No truck with tonnage over 1 (one) ton, vehicle with advertising signage, mobile home, hovercraft, aircraft, recreational vehicle, pop-up camper, travel trailer, motor home, camper or camper body, bus, trailer, boat or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street or on any lot, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any dwelling unless **completely** concealed from public view. No such vehicle or equipment shall be used as a residence or office, either temporary or permanently.

The Association may affect the removal of any vehicle in violation of these rules without liability to the Association.

A driveway may not be used: (1) for storage purposes; or (2) for repair or restoration of vehicles other than routine short-term maintenance.

All driveways shall be surfaced with concrete.

Emergencies – What to do

In all cases of fire, suspected fire, vandalism and/or theft within the community, call **911** immediately. After emergency personnel have been notified, notify your neighbors any way possible to warn them of the emergency. If a vehicle is involved, record the license plate number. If a person or persons are involved, record a description of the person(s). Once emergency personnel and neighbors have been notified, contact the Association Manager and report the emergency. In the event the emergency occurs at any time other than normal business hours, call the **EMERGENCY PHONE AT 877-378-2388**.

Enforcement of Regulatory Documents and Community Policies - Fines

The Association Declaration, Bylaws and Community Policies

clearly outline the established guidelines adopted for the overall benefit of everyone within the community. These guidelines are necessary not only for everyone's personal welfare but to also enhance the future value of all homes and safeguard our quality of life.

While some policies are specific in nature and establish "rules of conduct" within the community, others are made to reinforce certain provisions of the Declaration and Bylaws. Other policies are necessary to reinforce City Ordinances as well as Federal and State Laws that everyone is obligated to follow because...it's the law.

Most residents and guests within our community conduct their personal activities to fully comply with these regulatory documents but occasionally there are those who refuse to do so. Therefore, when any provisions of these documents are violated, a fine may be assessed against the owner, whether the owner, members of their family, occupants, lessees or guests cause such violations. When violations exist, fines will be assessed as follows:

1. **Establishment of Violation.** Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, By-Laws of the Association, Inc. (the "By-Laws") or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.
2. **Report of Violation.** The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:
 - a. Identification of the nature and description of the Violation(s).
 - b. Identification by street address and legal description, if available, of the Lot on which the Violation exists.
 - c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice,

proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated when the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

- a. The nature, description and location of the Violation, including any property damage caused by the Owner.
- b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.
- c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.
- d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed, common area privileges will not be suspended and that no further action will be taken.
- e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.
- f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.
- g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not timely received a written request for a hearing.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30th day after the date the Board receives the Owner's request to a hearing. Prior to the effectiveness of any sanction hereunder, proof

of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10th day before the date of the hearing. The Association or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner and secured by the assessment lien of the Association described in the Declaration.

9. Fines. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis:

- a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within Hulen Heights Homeowners Association which may include a progression of fines for repeat offenders.
- b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration, the By-Laws or this Enforcement Policy.

- c. Fines shall become the personal obligation of the Owner(s) and, if unpaid, shall constitute a lien against the violating Owner's Lot in favor of the Association.
- d. The fine policy that will be enforced by the Board at this time will include a \$150 fine after expiration of the 30 day TROPA notice and \$150 every 30 days after until the violation is cured.

10. Notices. As stated in Section 3 and 4 above, before the Association levies a fine or suspends an Owner's right to enjoy the common areas and amenities, written notice will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested. Subject to this requirement all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

- a. Where the notice is allowed to be directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence.
- b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.
- c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.
- d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.
- e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

- f. Where an Owner transfers record title to a Lot at any time during the pendency of any

procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. A resale certificate shall be given upon request which specifically references the violation. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

11. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines incurred prior to correction of the violation, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of Directors of the Association for collection.

12. Definitions. The definitions contained in the Declaration and By-Laws are hereby incorporated herein by reference.

Fences

No fence shall be erected or modified on any lot without the approval of the ACC. (See "Architectural Control Committee Procedures"). No chain link fences are permitted. Maximum height of fences will be six (6) feet. The use or application of paint (or any stain which dries in a solid color, other than what is approved below) is prohibited on any wood fence. Brick fences may not be painted. Fences visible from a public street may not be painted or decorated with any murals, scenes or other decorative features. All fences or walls must be constructed of iron, masonry, brick or wood. No fence or wall shall be permitted to extend nearer to any street than five feet (5') behind the front of any residence. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed up to the side Lot line and shall not extend beyond a point of five feet (5') behind the front of the residence on that side.

All posts, when replaced, must be steel, anchored in concrete and may not be visible above the top of the fence. All posts must face into the yard and not be visible from the street. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any public right-of-way. Wood may be pine or cedar in either 4" or 6" widths. All pickets on a side of a fence must be the same width. If changing from current size, then all portions of fence on that side of the fence must be changed. All fences visible to the street must be finished with a top rail. All fences on the corner portion of a corner lot visible to the street must be finished with a cap. If using additional materials, such as brick, stone or wrought iron, include product brand, style and color and a photo or picture of the product in the ACC request. Fences may not be constructed between a dwelling's front building line and the street. All fence design, location, height, material and color must be approved, in writing, by the ACC prior to installation. Statements confirming knowledge of the modification are to be included with the request submitted to the ACC from neighbors sharing any fence line that will be repaired or replaced.

The following fence stains have been approved for use at Hulen Heights.

Behr's clear stain 31-92

Olympic semi-transparent colors:

▪Caramel ▪700 Sierra ▪705 Russet ▪707 Tobacco

Please remember the following when staining your fence:

- Avoid using any device that could spray through the fence and damage your neighbor's property.
- Let your neighbor know you are staining your shared fence.
- Follow the manufacturers' instructions, including cleaning the fence, in order to have the desired color result.

NOTE: ACC approval is required when making any change to fencing. Both the Property Modification Form and the Fence Checklist Form must be completed as part of a modification/replacement request for fences.

Firearms

The Hulen Heights Community is located within the City of Fort Worth and is subject to all Fort Worth City Ordinances. Such ordinances prohibit the discharge of any firearms of any type. Violations should be reported to the police (911) immediately.

Flags

Flags must be well maintained and tasteful in design. The ACC will be the final determining authority. ACC approval must be obtained prior to installing a flagpole.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - a. the flag of the United States; and
 - b. the flag of the State of Texas; and
 - c. the official or "replica" flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in section 1 above including, but not limited to:
 - a. flags for schools, sports teams, businesses or foreign countries; or
 - b. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - c. historical versions of the flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance approval of the Architectural Control Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags may be up to three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.

8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - a. in any location other than the Owner's property; or
 - b. within a ground utility easement or encroaching into an aerial easement; or
 - c. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - d. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - e. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - a. be ground mounted in the vicinity of the flag; and
 - b. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - c. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 - d. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

Garages and Garage Doors

Garages must be maintained for the intended use/purpose of storing two standard size vehicles that are in operative condition. Garage windows must contain window coverings of a neutral color that does not clash with the dwelling in order to screen

contents from view. Garage doors must remain closed at all times except for ingress and egress. Leaving garage doors open is an invitation to thieves. Garage Doors are considered trim for purposes of paint color, and must be painted to match home trim color.

Garage/Yard Sales

No garage/yard sales may be held except on dates and times, and in accordance with written rules, as approved by the Board and subject to City Ordinances.

Gardening

No gardening is allowed on association common property at any time. Personal vegetables gardens are allowed in the backyard area of the dwelling provided they are screened from public view.

Holiday Decorations

All exterior holiday decorations must be removed entirely within 30 days after the holiday to which they relate.

Homeowner Disputes

The Hulen Heights Homeowners Association, Inc., Officers, Board of Directors, and Association Manager, shall refrain from attempting to resolve any disputes which may arise between individual members/owners/residents unless such disputes directly affect common property and/or improvements owned by and under the control of the association.

Insurance

The association does not provide insurance that covers property casualty losses and/or your personal liability in regards to individual owner lots. Each owner is required to maintain fire and extended coverage on all the improvements on his lot, in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage of destruction from any insured hazard. Further, each owner will obtain and maintain general liability insurance on his lot. Each owner and resident is solely responsible for insuring his personal property in his dwelling and on the lot, including furnishing, vehicles, and stored items.

The association does, however, maintain insurance for casualty losses of association physical improvements located on common property and association general liability insurance. Directors and Officers Liability insurance is also maintained by the association to protect those who volunteer their time to serve as a member of the Board.

Landscaping (Common Area and Private Property)

No landscaping on association common property is permitted without prior written approval of the Board. Every yard is required to have at least two (2) trees planted in the front yard. Corner lots may require more than two (2) trees of which number will be approved by the ACC. A plan was originally developed with each street having the same kind of tree planted. This plan must be maintained. Every front yard shall be sodded. No "desert style" landscaping, rock covered yards, or other similar cover will be allowed. Trees or shrubs may not be planted in such a manner as to interfere with walkways or intersection sight lines. The landscaping of each lot is the responsibility of the owner. Provisions require that landscaping be mowed and edged as needed as well as be void of weeds and/or clutter (including bicycles, toys, trash cans etc.) In the event any owner fails to fulfill their obligation in this regard, the association may cause the landscaping to be serviced with the owner assessed all charges. In addition to these charges, fines may also be assessed.

Leasing of Dwellings

Owners who lease their dwelling are subject to the following restrictions: The lease agreement must be in writing and executed by the owner and lessee for a period of not less than thirty (30) days. The terms of the lease agreement must contain the following provisions: **"Tenant/Lessee and occupants agree to abide by the terms and conditions of the "Hulen**

Heights” Homeowners Association, Inc. Declaration, Bylaws and Community Policies. Non-compliance with any provisions of these documents shall constitute a default of this Lease Agreement”.

Owners must provide the Association Manager with the following information on all occupants, over the age of 18 years, of any leased lots or homes, or those occupied by other than the owner/member:

1. Name of each occupant(s),
2. Driver’s License of any occupant(s) over 18 years of age,
3. Daytime and evening phone numbers of the occupant(s),
4. Make, model, color and license plate number(s) of occupant(s) vehicle(s), and
5. A copy of the lease.

Obtaining a criminal background check for each adult resident of a leased dwelling is strongly recommended.

Owners are responsible for all actions and activities of your tenant(s).

SEE SECTION BELOW REGARDING “SIGNAGE” ON FOR RENT OR LEASE SIGN REGULATIONS.

Lighting

Residents are requested to immediately report common area lighting problems to the Association Manager. The association and/or the Association Manager cannot and does not check exterior lighting on a daily basis and must rely on residents for notification if lights are not working. To report a malfunctioning street light, call the City of Fort Worth TPW customer service line at 817-392-8100. Provide name, daytime phone number, location (street name and block number and intersecting street if at an intersection) and type of problem – lamp burned out, works intermittently, a series of street lights out, light burns during the day, pole knocked down.

Mailboxes

The style, type, color or location of mailboxes and mailbox stands are to be approved by the ACC and conform to all City and U.S. Postal Service requirements. Mailboxes and mailbox stands may not be used to display signs, art, symbols, slogans, messages or decoration of any kind. A homeowner may replace the 45 degree decorative support with an identical pattern if they desire. A homeowner may replace the 45 degree decorative support with a plan 4” x 4” wood of like wood. This support is to be mounted to the vertical and horizontal 4” x 4”s at the same location as the current decorative support.

Specific lockable mailboxes and lockable mailbox inserts are pre-approved. Black is the only color pre-approved. See below for more information.

Locking Insert for Keystone Mailbox - This lockable insert box turns all new or existing Gaines Keystone series decorative mailboxes into a locking mailbox. This lock box is constructed of extra-strong powder coated sheet aluminum with reinforced hinges giving you more mailbox security.

Simply insert your access key to retrieve your mail. The lock box leaves enough room above for your outgoing mail. Check with your local postal carrier to determine if the lockable insert box option is approved in your area. Go to the following website for more information: www.mailboxworks.com/G_KS.html.

Lexington Mailbox with SmartLock Feature - With SmartLock, you close the door to your mailbox and set the lock. The door can now be opened just once more without a key, so your postal carrier doesn't need a key to open the door and deposit your mail. But once the door is shut again, only a key will gain you access. SmartLock is a simple but very effective way to protect your mail

Lexington Mailbox with SmartLock features:

- made with extra thick high strength steel plate
- heavy cast aluminum door
- total weight is 42 lbs.
- 9.5" wide x 12.5" high x 22" deep
- durable 3-stage baked powder coat finish
- heavy steel flag with stainless steel fasteners or
- mounts with or without included bracket to all posts

Again, the color black is the only pre-approved color. Go to the following website for more information: www.mailboxnet.com/locking/lexington.html.

Maintenance

All homeowners are responsible for the maintenance of their lot and all improvements, including but not limited to the follow:

- Maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair.
- Shall replace worn and rotten parts.
- Shall regularly repaint all painted surfaces.
- Shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate.
- Trimming of shrubs and trees.
- Maintaining all landscaped areas.
- Replacement or repair of light fixtures attached to any exterior dwelling/building component.

If the owner fails to perform such maintenance, owner will receive a ten (10) day notice to correct the violation. If the owner fails or refuses to timely perform the maintenance, the Association may do so at the owner's expense, which is an individual assessment against the owner and his lot. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense. The ACC is the arbitrator of acceptable appearance standards.

No building material of any kind is to be stored upon the property until the homeowner is ready to commence with the improvement as approved by the ACC.

In addition to obtaining approval of an exterior repairs and improvements by the ACC, all Homeowners are also responsible for obtaining proper permit(s) from the appropriate governing entity prior to any work being performed. It is the further duty of each individual homeowner to make certain that all work performed complies with all applicable laws.

Nuisances (Excessive noise, noxious odors, etc.)

All residents must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring lots.

No lot or common area may be used in any way that: (1) may reasonably be considered a public nuisance and/or a disturbance of the peace; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of residents of other lots; (4) may result in the cancellation of insurance on the Property; or (5) violations of any law. The Board has the sole authority to determine what constitutes an annoyance

Owner/Resident Safety

Neither the Association nor the Association Manager provide or warrants security of any nature. Each resident is responsible for their own safety and that of their family or guests. **In the event of an emergency or any suspicious activity is observed, call 911 immediately.** The Association Manager should also be contacted and made aware of the emergency.

Painting

ACC approval is required prior to making any change in the paint color for exterior trim or garage doors. Homeowners are encouraged to repaint all trim regularly, and do not need permission to repaint with the existing color. When painting / repainting trim, remember that trim refers to all paintable surfaces, not brick, on the home including but not limited to siding, fascia, shutters, columns, garage doors, gutters, downspouts, and window trim. If a two (2) color scheme is envisioned for any of the elements mentioned then both colors must be approved by the ACC. When choosing a new trim color, remember that trim colors in our neighborhood are intended to come from a neutral pallet while giving consideration to compatibility with brick color. Trim color approval is at the discretion of the ACC.

Patio Covers and Pergolas

The Hulen Heights Architectural Control Committee (“ACC”) has adopted the following guidelines regarding the minimum requirements necessary for the approval of a patio cover. Prior written approval by the ACC is necessary before any patio cover may be constructed.

The ACC will only consider a patio cover request that is in writing and that includes a plat diagram showing the patio cover’s location on the lot. The request must also include “plans and specifications” of the proposed patio cover. The request must specify that the proposed patio cover will bear at least the following minimum characteristics:

- A. For patio covers with a solid roof, the request must specify:
 1. That roof ties into and slopes down from a plan on the home’s roof. This slope should match the slope of the house, where possible, but in any event should be angled as high as is reasonably possible given the home’s existing architecture.
 2. That the sides of the patio cover will be enclosed with material exactly matching the home’s siding in material and color. In Hulen Heights, siding material is generally Hardie Plank or brick. (Note: Sloping the patio cover roof down from a plan on the home’s roof will yield a triangular open space when the patio cover is viewed from the side. These are the sides that must be enclosed.)
 3. That the patio cover construction materials will exactly match the materials of the house where reasonably possible.
 - a. The shingles and trim colors must match exactly.
 - b. Columns may be made of brick, wood, or high-quality aluminum with a wood-like appearance.
 - c. If the columns are bricked, the brick must match the home’s brick.
- B. For patio covers with an open roof, such as pergolas, the request must specify:

1. That the roof will be a flat roof consisting of slats separated by at least one (1) inch.
2. That the patio cover construction materials will exactly match the materials of the house where reasonably possible.
 - a. Columns may be made of brick, wood, or high-quality aluminum with a wood-like appearance.
 - b. If the columns are bricked, the brick must match the home's brick.
 - b. Roof slats may be made of wood or high-quality aluminum with a wood-like appearance.

Both the Property Modification Form and the Patio/Pergola Checklist Form must be completed as part of a modification/replacement request for patio covers or pergolas.

Personal Property Required to Be Screened from View

Without the prior written approval of the ACC, accessory structures – such as dog houses, storage buildings, and greenhouses – are prohibited (not allowed) if (1) they exceed the height of a fence, (2) are visible from a street or common area, or (3) are visible by a person standing on the surface of an adjoining lot, unless approved by the ACC. Accessory structures may not be located in front yards or in unfenced side yards facing streets. If an accessory structure is installed in violation of this rule, the ACC reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.

Personal property such as clotheslines, yard equipment, firewood, compost piles, any stored items other than patio furniture, etc. that exists on any lot must be screened from view and not visible from the street or from another lot. The drying of clothes in full public view is prohibited. If your home is at an intersection of streets or adjacent to parks, playgrounds, common areas or other facilities where the rear yard or portion of the lot is visible to full public view, yard equipment, storage piles and vegetable gardens must also be screened. Containers for the storage of trash, garbage and other waste materials must be stored out of public view.

Playground Rules

Safe equipment and adult supervision are important on playgrounds, but that's not all. Keep your children as safe as possible by teaching them to act responsibly. In order to keep our playground safe and the equipment in good working order, please observe the following rules as recommended by the National Program for Playground Safety:

- Equipment may be used only in dry weather conditions. Water makes the equipment very slippery.
- Proper footwear is required and no loose clothing especially with strings should be worn. Clothing is not to be tied on bars and/or used as support.
- Adult supervision is required.
- No climbing, jumping, playing on top of surrounding fences.
- Never push or roughhouse on equipment.
- Any personal belongings left on or near the playground area may be discarded.
- Use playground equipment for their proper purposes only.
- No jumping off high from any climbing bar or platform.
- Gravel is necessary for reducing fall impact and for good drainage. They are not to be picked up, thrown, or kicked for any reason. **IMPORTANT: THROWING ROCKS IN THE POOL IS COSTLY TO HULEN HEIGHTS SO PLEASE DO NOT THROW ROCKS INTO THE POOL.**
- The following are **NOT** allowed around the **playground equipment**:
 - Any type of glass
 - Gum

- Pets of any kind
- Sticks, wooden or metal bats
- Ropes
- When using slides, please follow these rules:
 - Climb the ladder and go down the slide one at a time.
 - Go down in a sitting position, feet forward.
 - Wait until the person before you finishes sliding first.
 - Slide inside the tunnel slide and do not climb on top.
 - No clogging the tunnel slide.

If anything is wrong with the equipment, please notify the association manager immediately.

Pool Construction

No above ground pools shall be allowed. If you plan on constructing a pool on your lot, you must have permission from the ACC **before** construction starts. Please see Architectural Control Committee Procedures for complete instructions.

Pool Policy

NO LIFEGUARD ON DUTY – Swim at your own risk!

Pool Monitor: Hulen Heights employs a pool monitor in an effort to reduce trespassers. Their primary function is to eliminate unauthorized use of the pool and to ensure that visitors strictly adhere to all posted pool rules. Residents will be asked to show identification to the Pool Monitor on duty. Residents who are not in good standing (delinquent) will be denied access to the pool.

Guests must be accompanied by a homeowner. Large groups or parties should contact the Association Manager for reservations.

Pool Rules:

1. Babies in paper diapers are not permitted in pools; no diaper changing in pool area.
2. Children who are not toilet trained MUST WEAR A SWIM DIAPER.
3. No one should swim alone.
4. No one under 16 years of age permitted in pool area without an adult 18 years or older in attendance.
5. Children in baby pool must be supervised by an adult at all times.
6. No running or roughhousing.
7. No diving.
8. No glass containers, no eating or drinking in pool.
9. No smoking.
10. No animals allowed in pool or pool area.
11. Standard swim wear only.
12. No abusive language, loud radio or excessive noise.
13. Hulen Heights HOA assumes no responsibility for the loss, theft or damage to personal property left in pool area.
14. Hulen Heights HOA assumes no responsibility for any personal injury to anyone resulting from pool use.
15. No rafts or other large flotation devices allowed.
16. Swimmers must shower before entering pools.
17. Alcohol should not be consumed prior to or while using these facilities.
18. No bike riding, roller blading, skateboarding, etc. within pool area.

19. No person who has a communicable disease may use the pool
20. Safety equipment is to be used only in case of emergency.
21. There shall be no jumping or diving from the circular fountain.
22. Electrical outlets are not to be used for personal devices including, but not limited to radios, computers, cell phones or any other device that may require electricity.

Lightning/Thunder Policy: In the event lightening is seen or thunder is heard, the pools should be immediately evacuated and participants should immediately leave the pool area. Participants should not return to the pool until a minimum of 30 minutes has passed since the last time lightning is seen or thunder is heard. The Pool Monitor on duty will decide when it is safe to return to pool area.

Fecal Contamination: All children ages 3 and under are encouraged to have a disposable swim diaper, in addition to proper swim attire, on while in any of the pools. Lot owners will be responsible for any costs, up to \$500, associated with a fecal contamination. In addition, Lot owners will be held responsible for the actions of their household members and guests. When the pool is contaminated, the pool must be closed for a minimum of 24 hours to be cleaned.

Violation of pool rules may result in discontinuation of pool privileges

Homeowners must sign the pool use agreement every year before being allowed access to the pool (see page 43-44 for the agreement)

CALL 911 FOR EMERGENCY

Pool Guest Policy

Hulen Heights residents in good standing are welcome to bring up to 4 guests per household. Guests in excess of 4 will result in a \$3 assessment per guest to the host/resident. For example, a resident accompanied by 6 guests will result in a charge of \$6 (First 4 guests are free, 2 additional guests x \$3 = \$6.) It is the responsibility of the owners to ensure that their guests abide by all pool rules and policies.

Pool Party Policy

Residents in good standing may reserve the pool for a 3 hour block of time for the express purpose of hosting a party. The former flat fee has been waived in favor of a \$3 per guest charge (First 4 guests are free, 30 guests max). This fee will apply to ANY attendee who enters the pool premises. The current \$150 deposit will remain in place and is fully refundable assuming no damages are caused by partygoers and the grounds are returned to an acceptable level of cleanliness. It is essential that a balance be maintained between residents who wish to host a party and those seeking a relaxing day at the pool. It is the responsibility of the owners to ensure that their guests abide by all pool rules and policies.

Your support and cooperation is greatly appreciated and will ensure that Hulen Heights continues to position itself as one of Fort Worth's premier neighborhoods.

See page 42 of this document for the Rental Agreement form.

Rainwater

The Board has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is

appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

1. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee (“ACC”) subject to these guidelines.
 2. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
 3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the ACC.
 4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
 5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
 6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
 7. Harvested water must be used and not allowed to become stagnant or a threat to health.
 8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

Records Production and Copying Policy

The Board desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

1. Association Records shall be reasonably available to every property owner. An owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a

- copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to Records. The letter must:
 - a. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
 3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - b. the requested Records if any required advance payment had been made; or
 - c. a written notice that the requested Records are available for delivery once a specific required payment is made; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
 4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

(The information in; a, b, and c will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection).
 5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to purchase such copies.
 6. If an owner or proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10)

business days after the inspection or payment of costs, whichever is later.

7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:
 - a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. Oversize paper 11" x 17" single sided copies ... \$.50 each (B & W only)
 - f. Oversize paper 11" x 17" single sided copies ... \$1.00 each (color)
 - g. PDF images of documents ... \$0.10 per page
 - h. compact disk ... \$1.00 each
 - i. labor and overhead ... \$18.00 per hour
 - j. mailing supplies ... \$1.00 per mailing
 - k. Rewritable and Non-rewritable CD ... \$1.00
 - l. Digital video disc (DVD) ... \$3.00
 - m. Audio cassette ... \$1.00
 - n. Specialty paper ... at cost
 - o. postage ... at cost
 - p. other supplies ... at cost
 - q. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
9. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th day after the records are delivered. Owner agrees to pay any additional amount due within thirty (30) days after the date the records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
11. All costs associated with fulfilling the request under this policy will be paid by the Association's Managing Agent. All fees paid to the Association under this policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.
12. Prices may be adjusted from time to time at the Board's discretion but will be in accordance

with State law.

Remedy to owner for not allowing access to records

The Owner may file suit in JP Court and obtain an order:

1. Allowing access to the records;
2. Awarding attorney's fees and court costs;
3. Allowing the Owner to deduct the attorney's fees and court costs from any future assessment.

Residency and Dwelling Use

Dwellings are to be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than three unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Roofs

Any roof replacement (including color and type of shingles) must be approved by the ACC before any commitment for replacement is made. Roofs must be covered with a minimum 20-year composition shingle (30 year recommended) with a weight of at least 200 pounds per 100 square feet. All new roofs must be the same "architectural" or "dimensional" style as was originally installed on homes. Three-tab shingles are not permitted.

The ACC requires that shingles be a "weathered-wood" color. Homeowners should be aware that their current roof color is likely different that the way it used to look when it was new. Old composite shingles frequently have mildew, which turn them darker in color. In addition, old shingles have lost a significant portion of the gravel that provides color. Please refer to the list below of major manufacturers for the name they use to market their weathered-wood color shingles. The ACC holds a current sample of each of these products. Homeowners who select other brands are advised to provide a sample for the ACC to review. It is the intent of the deed restrictions to have the shingle color on all homes in the community the same color (reflective shingles with colors such as "cool-weathered-wood" will not be approved). All roof flashings, vents and pipes should be painted to match the shingles.

The companies listed below all make a "weathered wood" product with a 25 or 30 year shingle that complies:

Owens Corning
 GAF Elk
 GAF Timberline
 Certain-Teed
 Malarkey

Options are now available to owners to allow shingles that apply to the following:

- 1) Are designed primarily to:
 - a) be wind and hail resistant;
 - b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
 - c) provide solar generation capabilities; and
- 2) When installed:
 - a) resemble the shingles used or otherwise authorized for use on property in the subdivision b. are more durable than and are of equal or superior quality to the shingles described by
 - b) Paragraph (a); and

- c) match the aesthetics of the property surrounding the owner's property.

Safety of Owners/Residents

Neither the Association nor the Association Manager provide or warrants security of any nature. Each resident is responsible for their own safety and that of their family or guests. **In the event of an emergency or any suspicious activity is observed, call 911 immediately.** The Association Manager should also be contacted and made aware of the emergency.

Satellite Dish Specifications and Antennas

Antennae, satellite dishes, or other apparatuses that are 25" or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted. Antennae or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices must be located in an area where such devices are not visible from any portion of any street. A device that complies with the provisions of this paragraph shall not require ACC approval prior to installation. Satellite dishes or antennae cannot be attached to any fence or gate if it will be visible from the front street. If the owner of a lot reasonably determines that the device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the owner may install the device in the least conspicuous place where an acceptable quality signal can be obtained as long as the ACC has approved such alternative location. Such approval shall not be unreasonably withheld.

Unless permitted by the ACC, all antennas, or other high gain system(s) or structures, must be located within the attic of a residence on any lot. The owner of each lot waives any and all rights for operating or maintaining ham radio antennas. All wires for any such approved devices must be neatly attached to the dwelling with no loose or dangling wires.

Signage

No sign of any kind shall be displayed to the public view on any Lot, except one (1) professional security service sign of not more than one square foot, one (1) sign of not more than five square feet advertising the property for sale or for rent. This includes any vehicle containing printing of any type, whether for advertisement purposes or otherwise any vehicle signage that the Board deems to be a nuisance. "Political" signs are not allowed except during election periods and must comply with City Ordinances. One sign in favor of a candidate, party or issue may be erected on a lot not earlier than 90 days in advance of an election and the sign must be removed not later than 15 days after such election. Signs identifying school-sponsored activities shall be allowed provided however that these are not deemed to be a nuisance and/or violate any City Ordinances and are kept in good repair. No sign may be placed on the Common Property or the entrance areas to Hulen Heights without written approval of the Board of Directors. The Board of Directors or the Managing agent shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or otherwise in connection with such removal.

Solar Energy Devices

The Board has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical

device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Such Devices may be installed with advance approval of the Architectural Control Committee (“ACC”) subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the follow locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. conform to the slope of the roof; and
 - c. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - d. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - e. have a frame, brackets, and visible piping or wiring that is a color that matched the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer’s instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
 - a. Threaten public health or safety; or
 - b. Violate any law; or
 - c. Substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

Solar Energy Devices

Solar screens may not be placed on the front windows of a house unless each and every front window is appropriately and completely covered with a solar screen of the exact same type and color. If the side of the house faces a street then solar screens may not be placed on the windows of that side unless each and every window on that side is appropriately and completely covered with a solar screen of the exact same type and color. The color and type of all solar screens must be approved by the ACC. Screens must be either black or the same exact color as the

home's trim. There must be a crossbar pattern on the window to match exactly the pattern on the window covered. No window may be tinted, filmed, lined or otherwise covered with reflective materials so as to create a mirror effect when viewed from the exterior of the home. The color, tint and type of all window film must be approved by the ACC. Windows may not be covered with aluminum foil or other inappropriate materials if such covering will be visible from the exterior of the home.

Solicitations within the Community

Unless otherwise approved by the Board or permitted within the Declaration and/or City Ordinances, no business solicitation activities may be conducted on association common property or within individual dwellings or on individual lots located within the Hulen Heights Community.

Speed Limits within the Community

Observe all speed limit and stop signs that may be posted within the community. In the event no speed limit signage is posted, it is strongly recommended that when driving within the community that you do not exceed 20 miles per hour. This is for the safety and welfare of all who live within the community.

Storage Buildings/Sheds/Accessory Structures

Storage buildings, sheds, shops, trailers and/or residences of a temporary character are not permitted. With the exception of children's playhouses, dog houses, greenhouse, gazebos and buildings for the storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved on to any lot, it being the intention that only new construction be placed and erected thereon. Approved storage buildings, sheds or gazebos may not be constructed of corrugated metal or sheet metal, including aluminum, tin, steel, plastic or other materials. All storage buildings require the approval of the ACC.

The area of a storage building may not exceed 140 square feet. The storage building must be constructed of materials identical to those of the Residence, matching exactly, including by brand name with the same shingle type, siding type, color, and composition. Storage buildings must be placed in areas attractively screened or concealed from view from neighboring property, pathways and streets.

Storage buildings must be constructed no closer than 4 feet from the fence or home and no further than 6 feet from the fence preferably in a rear corner of the yard. No accessory structure including storage buildings, children's playhouses, dog houses, greenhouses, and gazebos shall be visible from the street.

The ACC reserves the right to determine that the accessory structure is unattractive or inappropriate or otherwise unsuitable for the Property, and may require the owner to screen it or to remove it.

GET ACC APPROVAL BEFORE YOU SHOP FOR A STORAGE SHED. REVIEW RULES BEFORE INSTALLING A PLAYHOUSE OR PLAYGROUND EQUIPMENT.

Storage of Automobiles, trailers and other vehicles

No boat, marine craft, hovercraft, aircraft, machinery, recreational vehicle, pop-up camper, travel trailer, motor home, camper body or similar vehicle or equipment of any kind may be parked for storage in the driveway or front yard of any dwelling or parked on any public street or on any lot, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any dwelling unless **completely** concealed from public view. No such vehicle or equipment shall be used as a residence or office, either temporarily or permanently. Boats, R.V.'s, etc. are prohibited, provided however, they may be parked for no more than 24 hours during a 72 hour period

for the purposes of loading and/or unloading only.”

Storage of Personal Items on Common Property

No personal items are permitted to be stored on association common property at any time.

Transfer Fee Charge/Working Capital Fee (upon the sale of a dwelling)

A transfer fee of \$200.00 (or an amount otherwise approved by the Board) will be charged for each lot that is sold and/or conveyed to another party. This fee is necessary to cover the costs incurred for preparation of documents required by the buyer, seller, Mortgage Company and/or Title Company. This transfer fee is to be paid at the time of each conveyance by the owner of the lot (or buyer) with payment made at the time that notification of the sale to the association or, by the Title Company handling the sale at time of closing with the exception of certain conveyance exclusions as noted in the Declaration. Specific requirements are summarized as follows:

1. Notice to the association of an owners intent to sell, including the name, address and telephone numbers of the intended purchaser, Title Company or attorney designated to close the transaction, real estate agents representing both the seller and purchaser.
2. Upon conclusion of the sale, a copy of the deed or documents verifying the name of the purchaser and/or new owner(s) reflecting their mailing address.

Failure of owner to provide this information may result in the association withholding information that may be necessary to conclude the conveyance of a lot. All information required by the association is to be directed to the Association Manager.

Each and every Lot shall have a per Lot recurring contribution to this fund set at Fifty and No/100 Dollars (\$50.00) to be paid upon each and every closing on the sale or transfer of any such lot to an owner. Each new purchaser shall be responsible for contribution to the fund. Contributions to the fund are not advance payments of regular assessments and are not refundable.

Trash Disposal

All owners and occupants shall comply with any City ordinances pertaining to the storage and disposal of garbage, trash and other waste materials. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall only be kept in containers approved by the City of Fort Worth. Containers for the storage of trash, garbage and other waste materials must be stored out of public view. Equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition.

No lot or other area on the property shall be used as a dumping ground for rubbish or a site for the accumulation of unsightly materials of any kind, including, without limitation, broken or rusty equipment, disassembled or inoperative cars, other vehicles or discarded appliances, furniture and/or grass clippings.

City ordinance requires that carts be stored where they can't be seen from the public street when standing in front of a residence. Improper storage of carts may result in a citation or fine. Depending on your home, appropriate storage could be in the garage, screened behind a solid fence, near a back door or in a utility room.

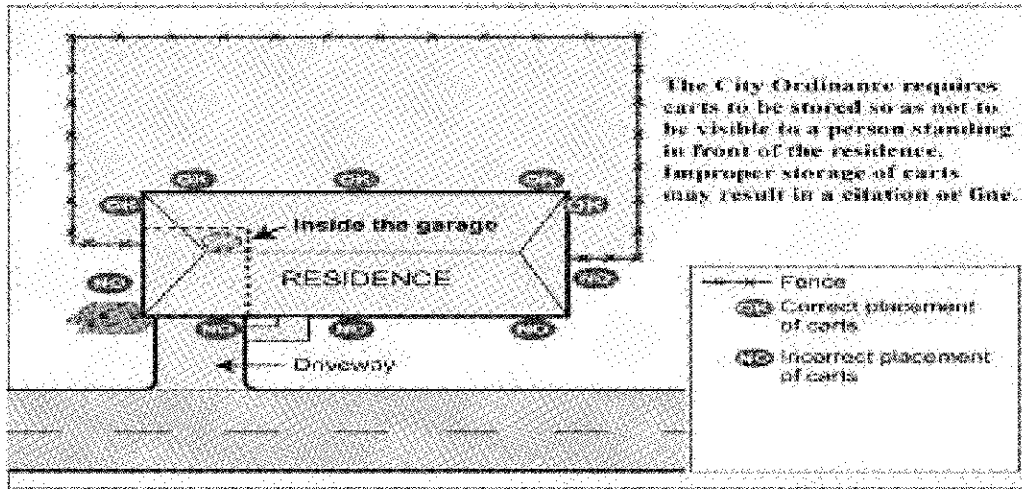
In an effort to make Fort Worth cleaner and more attractive, be sure to remove your carts from the curb and store them properly **by midnight** of your pickup day.

Residents who don't follow the rules may receive a notice of violation or a citation from either the City of

Fort Worth or the Hulen Heights manager. A misdemeanor citation from the City of Fort Worth can carry up to a \$2,000.00 fine per violation per day.

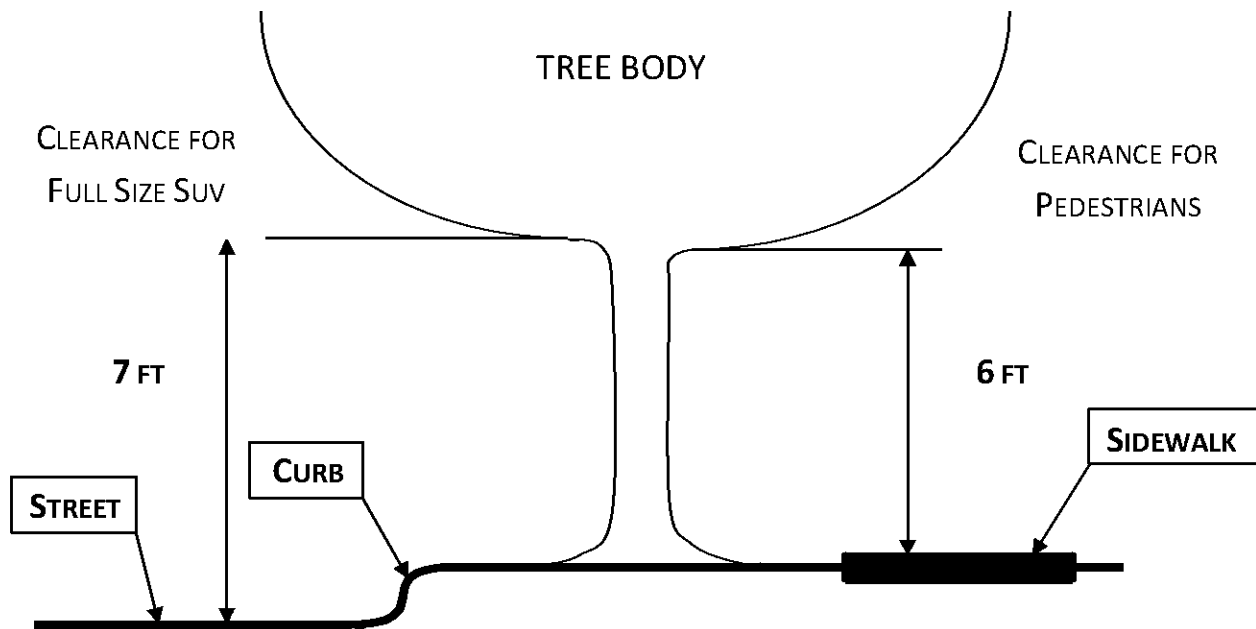
Where can you store the garbage, recycling and yard carts?

(Diagram on following page)



Trees Section 4.13 (b) of the Declaration states "Landscape plants shall be installed and maintained along the entire front of the home". More specifically, the trees in the front of your home are to be trimmed so as to allow pedestrians to walk unobstructed along the sidewalk and allow for cars to pass unobstructed along the roadway. A diagram of the proper height for trimming trees is enclosed for your reference.

(Diagram on following page)



Walkways and Community Entrances

All common property walkways, streets and entrances are to be kept free and unobstructed at all times and may not be used for any purpose other than entry and exit. All residents must keep all trees trimmed so no one will be hit by a branch as they walk by.

Walls

Retaining walls must be constructed entirely with ACC-approved materials; however railroad ties may not be used for a retaining wall visible from a street.

Window Treatments/Covers (blinds, drapes, etc.)

Shading from the sun (window treatments) shall be accomplished by the use of blinds and/or drapes but must be of a color that does not clash with the color of the dwelling and/or the surrounding improvements. All exterior windows which can be seen from any street must have some type of window treatment including any windows inside the garage. Windows may not be covered with newspaper, cardboard, aluminum foil or other inappropriate materials if such covering will be visible from the exterior of the home.

Wi-Fi Access

Hulen Heights Homeowners Association, members, agents and contractors assume no responsibility for those who use its wireless network. Participants use the network AT THEIR OWN RISK. Since the Wi-Fi network at Hulen heights is unsecured, it would be prudent for users to utilize all available methods to insure their safe use of the network including, but not limited to, personal firewall protection, antivirus and other available software. Specific activities that are STRICTLY PROHIBITED include:

- Any unauthorized or deliberate action which damages or disrupts a computing system or network, alters its normal performance, or causes it to malfunction regardless of location or duration.
- The willful or negligent introduction of computer viruses or other destructive programs into the Hulen Heights network or into external systems and networks.
- Decryption or attempt to decrypt user passwords or any encrypted file.
- Packet sniffing, packet spoofing or use of any other means to gain unauthorized access to a computing system or network.
- The use, transmission, duplication or voluntary receipt of material that infringes on the copyrights, trademarks, trade secrets or patent rights of any person or organization.
- The creation, posting, transmission or voluntary receipt of any unlawful, offensive, libelous, threatening, abusing, profane, harassing, adult or pornographic material, including but not limited to comments based on race, national origin, sex, sexual preference, age, disability, religion, physical attributes, health condition or political beliefs.
- Any activity that violates the terms of the network or internet service provider.
- Any conduct that would constitute or encourage a criminal offense or give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation U.S. export control laws and regulations.

Exhibits and Forms

Property Modification Request that follows is Page 37.
 Fence Checklist is Page 38
 Patio Cover and Pergola Checklist is Page 39
 Roof Modification Checklist is Page 40
 Storage Building Checklist is Page 41
 Rental Agreement for use of Hulen Heights HOA Pool is Page 42.

Pool Use Agreement is Page 43-44
 Most Common List of Violations is Page 45.

HULEN HEIGHTS HOMEOWNERS ASSOCIATION, INC.

PROPERTY MODIFICATION REQUEST

Please **PRINT** all information

DATE: _____

Homeowner: _____

Address: _____

Email address for response: _____

Telephone: Daytime: _____ Evening: _____

Submit request and all documentation by registered or certified mail. Alternatively, email request and documentation, to print on 8x10 only, to business.center@fsresidential.com or fax to 817.380-7011. Verification of delivery may be required. Committee has 30 days to respond.

Hulen Heights HOA – ACC
c/o FirstService Residential
1240 Keller Parkway, Suite 200, Keller, TX 76248

Description of modification(s) proposed: (To prevent delay, be as detailed as possible.)

Required: I (the homeowner) have reviewed Hulen Heights architectural guidelines per the Covenant and deed restrictions. (Continue on back or attach additional pages as needed.)

To prevent delay, Description should be as detailed as possible and include the following information:

- Designs and plans, showing dimensions
- Colors (example if possible)
- Elevations
- General topography – Property Plot
- Materials to be used
- Distances from existing dwellings of homeowners and adjacent lots
- Sketch or photograph of a manufacturers’ product
- Provisions for drainage
- Statements from adjacent property owners, if appropriate
- Modifications that require digging call 1-800-DIG-TESS to locate utility lines
- Owners are responsible for damage or consequential damage to utility lines
- Copy of City permits

Estimated Start Date: _____ Estimated Completion Date: _____

(Unless otherwise approved by the Board, improvements are required to be completed within 90 days)

Owner Signature: _____

(Architectural Control Committee Only)

HULEN HEIGHTS HOMEOWNERS ASSOCIATION, INC**Fence Modification**
Checklist

To submit an ACC request for a fence repair, replacement or improvement, you will need to submit the Property Modification Request Form with all checkboxes addressed as well as the Fence Modification Checklist. Note that as each project is unique, additional information may be needed in order for the ACC to make a decision.

- Property Plot showing the following must be attached:
 - Location of portion of fence to be replaced
 - Location of any gates to replaced
- Height of fence (6ft is standard required) _____
- Materials to be used
 - Posts must be Steel
 - Type of Wood _____
 - Width of Pickets (if changing from current size, then all portions of fence on that side of the fence must be changed. If in the front of the home, the fence on both sides of the home must be the same.)
 - 4 inch
 - 6 inch
 - Additional materials: brick, stone or wrought iron (include product brand, style and color and a photo or picture of the product) _____
- Wood will be
 - Allowed to weather naturally
 - Stained
 - Clear
 - Olympic semi-transparent Caramel
 - Olympic semi-transparent 705 Russet
 - Olympic semi-transparent 700 Sierra
 - Olympic semi-transparent 707 Tobacco
 - Submit another stain (wood sample required) for consideration _____
- Posts will face into the yard
- Gates
 - No gate will be modified
 - Gates
 - Location _____
 - Dimensions _____
 - Hardware to be used _____
- Fences must have a top rail.
- Fences on corner lots must be capped.
- Statements from all adjacent Hulen Heights homeowners who share a portion of the fence that will be replaced or modified indicating that they are aware of the modification.

Hulen Heights Homeowners Association, Inc
Patio Cover and Pergola Checklist

To submit an ACC request for a patio cover or pergola, you will need to submit the Property Modification Request Form with all checkboxes addressed as well as the Patio Cover and Pergola Checklist. Note that as each project is unique, additional information may be needed in order for the ACC to make a decision.

The ACC will only consider a patio cover request that is in writing and that includes a plat diagram showing the patio cover's location on the lot. The request must also include "plans and specifications" of the proposed patio cover. The request must specify that the proposed patio cover will bear at least the following minimum characteristics:

- Plat diagram showing the patio cover's location on the lot.
- Elevation views (diagram from ground level looking straight on to the project) showing how the patio cover will tie into the design of the home.
- City permit application has or will be submitted.

For patio covers with a solid roof, the request must specify:

- The roof ties into and slopes down from a plane on the home's roof. This slope should match the slope of the house, where possible, but in any event should be angled as high as is reasonably possible given the home's existing architecture.
- The sides of the patio cover will be enclosed with material exactly matching the home's siding in material and color. In Hulen Heights, siding material is generally Hardie Plank or brick. (Note: Sloping the patio cover roof down from a plane on the home's roof will yield a triangular open space when the patio cover is viewed from the side. These are the sides that must be enclosed.)
- The patio cover construction materials will exactly match the materials of the house where reasonably possible. Siding material: _____
- The shingles and trim colors must match exactly.
 - Trim color on home (Brand & Color): _____
 - Trim color on patio (Brand & Color): _____
 - Shingle color on home (Brand & Color): _____
 - Shingle color on patio (Brand & Color): _____
- Columns may be made of brick, wood, or high-quality aluminum with a wood-like appearance. If the columns are bricked, the brick must match the home's brick.
 - Column material and color: _____

For patio covers with an open roof, such as pergolas, the request must specify:

- That the roof will be a flat roof consisting of slats separated by at least one (1) inch.
- Dimensions of the slats. (Not smaller than 2'x2'. Lattice is not allowed.) _____
- That the patio cover construction materials will exactly match the materials of the house where reasonably possible. Painted structures must match exactly the trim color of the home.
 - Will the structure be painted or stained? _____
 - Stain or paint to be used? (brand and color) _____
- Columns may be made of brick, wood, or high-quality aluminum with a wood-like appearance. If the columns are bricked, the brick must match the home's brick.
 - Material to be used: _____
 - Stain or paint to be used (brand and color): _____
 - Brick color on home (if using brick): _____
 - Brick color to be used (if using brick): _____
- Roof slats may be made of wood or high-quality aluminum with a wood-like appearance.
 - Material to be used: _____
 - Stain or Paint to be used (brand and color): _____

Hulen Heights Homeowners Association, Inc

Roof Modification Checklist

To submit an ACC request for a fence repair, replacement or improvement, the homeowner must submit the Property Modification Request Form with all checkboxes addressed as well as the Roof Modification Checklist. Note that as each project is unique, additional information may be needed in order for the ACC to make a decision.

- Shingle
 - Manufacturer _____
 - Model _____
 - Color (must be a weathered wood) _____
 - Weight _____
 - Warranty _____
 - It is a dimensional or architectural shingle. 3-tab shingles are not allowed.
- All roof flashings, vents, and pipes will be painted to match the shingles.

Hulen Heights Homeowners Association, Inc

Storage Building Checklist

To submit an ACC request for a fence repair, replacement or improvement, the homeowner must submit the Property Modification Request Form with all checkboxes addressed as well as the Storage Building Checklist. If using a prefabricated storage building, please include the manufacturer’s information, and preferably a brochure or link to an online brochure. Note that as each project is unique, additional information may be needed in order for the ACC to make a decision.

Property Plat showing the following must be attached:

- Location of storage building including distances from fence and home
- Storage building will not be visible from the street

Height of Storage Building _____ ft

Roof height taller than 6’ requires screening landscape between building and neighbor or street. Provisions for screening are _____

Materials to be used

- Foundation _____
- Walls/Siding _____
- Roof _____
- Paint color (must match current trim on home) _____

Manufacturer’s information

- Brand _____
- Model _____
- Website or Brochure _____

Page 43 of 47
RENTAL AGREEMENT FOR USE OF
HULEN HEIGHTS HOA POOL

Date: _____

The undersigned requests permission to rent and use the Hulen heights HOA pool area (the pool and pool house). The undersigned is an owner or tenant of real property in Hulen Heights HOA. The undersigned wishes to use the Hulen Heights pool area from _____ o'clock ____ . m. to _____ o'clock _ . m. on the ___ day of _____, 20____. (The pool area may only be reserved for a maximum of three hours. No reservations on Holidays.)

Members in good standing can reserve the pool area for private parties for a maximum three hour block of time. The first four guests are free. With each additional guest thereafter, a charge of \$3.00 per person will apply. A \$150.00 refundable deposit is required in the form of a check made out to "Hulen Heights HOA", and must be returned with this signed agreement.

Rules: The undersigned agrees to abide by the Hulen Heights Homeowners Association rules and policies for the pool area. It is understood that a Member of the Board of Directors of Hulen Heights Homeowners Association or a person designated by the Board, will inspect the pool area including furniture, equipment and the area surrounding the pool area, before and after use by the undersigned. Any items not in good clean condition will be repaired, replaced, and/or cleaned as necessary and the cost deducted from the \$150.00 deposit left when the Use Agreement was signed. If the damage exceeds \$150.00, the undersigned agrees to pay such amount when billed. If such amount is not immediately paid, all Collection Policies of the Hulen Heights Homeowners Association shall apply.

No alcohol: The undersigned further agrees that no alcoholic beverage of any sort will be served to any minor or intoxicated person. The undersigned agrees to be fully responsible for all accidents or claims that may arise as a result of any accident, injury, or damage to person or property during the time that the undersigned has the pool area reserved.

Hold harmless and indemnification: The undersigned hereby releases and shall hold harmless and indemnify the Hulen heights Homeowners Association, all members of the association, and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorney fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of use of the pool area by owner or owner's tenants or guests.

Texas host/liquor laws: The undersigned understands that under Texas law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual.

NOTE: If applicant is tenant, both owner and tenant must sign agreement.

Owner at Hulen Heights Homeowners Association

By: _____
Print Name

_____ # of Guests (30 Max)

_____ Address

_____ email/phone

Name of Tenant (if applicable)

Hulen Heights Homeowners Association

By: _____
Print Name

By: _____
Print Name

_____ Address

_____ Signature

_____ email/phone

POOL USE AGREEMENT

By signing this document, I (we) agree to follow all pool rules and regulations. I (we) understand that any violation of the rules may result in discontinued pool privileges. The pool rules for the Hulen Heights Community are as follows:

HOURS: 10:00AM – 10:00PM

NO LIFEGUARD ON DUTY

ACCESS: Access to the pool area is for members of Hulen Heights HOA and their guests only.

GUEST: A homeowner must accompany any guests. Four guests per address are permitted free of charge. Additional guests are \$3.00 each. Host assumes responsibility for their guests' actions while on Hulen Heights amenity property.

1. Babies in paper diapers are not permitted in pools; no diaper changing in pool area.
2. Children who are not toilet trained **MUST WEAR A SWIM DIAPER.**
3. No one should swim alone.
4. No one under 16 years of age permitted in pool area without an adult 18 years or older in attendance.
5. Children in baby pool must be supervised by an adult at all times.
6. No running or roughhousing.
7. No diving.
8. No glass containers, no eating or drinking in pool.
9. No smoking.
10. No animals allowed in pool or pool area.
11. Standard swim wear only.
12. No abusive language, loud radio or excessive noise.
13. Hulen Heights HOA assumes no responsibility for the loss, theft or damage to personal property left in pool area.
14. Hulen Heights HOA assumes no responsibility for any personal injury to anyone resulting from pool use.
15. No rafts or other large flotation devices allowed.
16. Swimmers must shower before entering pools.
17. Alcohol should not be consumed prior to or while using these facilities.
18. No bike riding, roller blading, skateboarding, etc. within pool area.
19. No person who has a communicable disease may use the pool
20. Safety equipment is to be used only in case of emergency.
21. There shall be no jumping or diving from the circular fountain.
22. Electrical outlets are not to be used for personal devices including, but not limited to radios, computers, cell phones or any other device that may require electricity.

Fecal Contamination: All children ages 3 and under are encouraged to have a disposable swim diaper, in addition to proper swim attire, on while in any of the pools. Lot owners will be responsible for any costs, up to \$500, associated with a fecal contamination. In addition, Lot owners will be held responsible for the actions of their household members and guests. When the pool is contaminated, the pool must be closed for a minimum of 24 hours to be cleaned.

**VIOLATIONS OF POOL RULES
MAY RESULT IN DISCONTINUED POOL PRIVILEGES**

I hereby agree that I have read and understand the Hulen Heights Homeowners Association, Inc. Pool Rules and release the Hulen Heights Homeowners Association, Inc. from any responsibility or liability regarding the use of the Amenities area and all its amenities at the Hulen Heights Homeowners Association, Inc.

All of the before named may not be held liable for any person claiming any loss or damages including, without limitation, indirect, special, or consequential loss or damage arising from personal injury or death, destruction of property, trespass, loss of enjoying or any wrong or entitlement to remedy based upon, due to arising from, or otherwise relating to the design, construction, maintenance, or use of any amenity associated with the Hulen Heights Homeowners Association, Inc., including without limitation any arising in whole or in part from the negligence of the Hulen Heights Homeowners Association, Inc. The undersigned also accepts responsibility for the care of these amenities, (pool, baby pool, pool safety equipment, pool & cabana furniture, etc.), while using the amenities and agrees to pay for any damages incurred by my family and/or guests during this time.

Name: _____ Date: _____

(please print)

Phone: _____ Secondary Phone: _____

Address: _____

E-mail address: _____

Signature: _____

If you are renting/leasing the home, please provide the name of the residence's owner:

Please list all adult members of your household, and children's names and ages below:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

HULEN HEIGHTS
MOST COMMON LIST OF VIOLATIONS

Following is a list of the most common violations observed during inspections of the Hulen Heights community.

1. Landscaping not properly maintained.
 - a. Grass must not exceed 6 inches in height.
 - b. All sidewalk and driveway areas must be properly edged.
 - c. All flowerbeds must be free of grass and weeds.
 - d. All tree wells must be free of grass and weeds.
 - e. All grassy areas must be 90% free of weeds.
 - f. All edging materials (bricks, metal and plastic edging or similar materials must be neatly arranged and not in disarray).
 - g. Landscaping must be properly watered so vegetation does not die.
 - h. Trees must be kept trimmed at least 6 feet in height off the sidewalk in order to allow pedestrians clear access. Trees must be kept trimmed at least 7 feet in height from the street level to allow automobile access.
 - i. A bush needs to be planted in front of air conditioning unit so that it is screened from the front of the house.
 - j. Proper number of trees and proper specimen of tree must be planted on each lot. (See pages 20 and 35 for further specifications.)
2. Trash/recycle containers that are improperly stored. All trash/recycle containers must be stored out of sight. (Please see drawing on page 35 of this document.)
3. Inoperable cars stored in the driveway or on the street. This means that there must be no flat tires and the inspection sticker and tags must be current.
4. Basketball goals improperly stored or maintained. (See page 6 for more information.)
5. Fences not properly maintained. (See pages 17 and 18 for more information.)
6. Any type of items improperly stored. (ie. Children's toys and lawn equipment/supplies stored in the front or side yards, is not allowed.)
7. Advertising signs are not allowed.

If you receive a violation letter, please do not take it personally or be upset with the tone of the letter. The law requires us to use this type of legal language. If you feel you received a letter unjustly, call the Management office and discuss it with the manager or you can send an email. It is the goal of the Board and the manager to continue increased growth in your property values by keeping the neighborhood looking great. We do not like to issue fines and only do so as a last resort. We appreciate your cooperation.

The policies in this format were approved and adopted by the Board of Directors of the Hulen Heights Homeowners Association, Inc. on this 5th day of November, 2014.

Diane M. Evert

Diane Evert, President
Hulen Heights Homeowners Association, Inc.

STATE OF TEXAS §
COUNTY OF TARRANT §

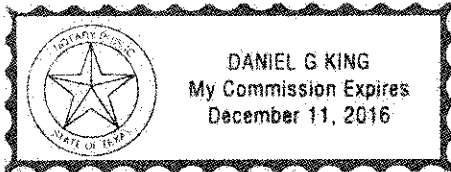
Before me, the undersigned authority, on this day personally appeared James Doherty, President of the Hulen Heights Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 5 day of Nov. 2014.

Dan King

Notary Public, State of Texas

[Notarial Seal]



DAN KING
Printed Name

My commission expires: 12-11-16

After Recording return to:
FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219