

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SUPPLEMENT TO DECLARATION OF COVENANTS
FOR HIGHLAND OAKS PHASES I, II, III, AND IV, KELLER, TEXAS
THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT

ARTICLE 1— CONSTRUCTION OF IMPROVEMENTS & USE OF LOTS

Section 1.1 Residential Use - All lots shall be used for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two (2) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use - Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 1.3 Garages — Each residence shall have detached or attached garage suitable for parking not less than two (2) or more than three (3) standard site automobiles, which garage conforms in design and material with the main structure. All garages shall be either a rear entry or side entry only.

Section 1.4 Driveways - All driveways shall be surfaced with concrete or a similar substance approved by the Committee and/or Board.

Section 1.5 Uses Specifically Prohibited

- A. No temporary dwelling, shop trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a lot only in places which are not visible from any street on which the lot fronts) shall be permitted on any lot except that the builder or contractor, with the prior written approval of the Committee and/or Board, may have temporary improvements (such as sales office &/or construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of Improvements, & then such, material shall be placed within the property lines of the lot upon which the improvements are to be erected.
- B. No boat, marine craft, hovercraft, aircraft, recreational vehicle, pick-up camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked in the driveway or front yard of any dwelling or parked on any public street in the Addition, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and use for the construction, maintenance or repair of a residence in the immediate vicinity.
- C. Trucks with tonnage in excess of three quarter (3/4) of a ton and any vehicle with painted advertisement belonging to the homeowner shall not be permitted to park overnight within the Addition except those used by a builder during the construction of improvements.

- D. No-vehicle of any size which transports inflammatory or explosive cargo may be kept in the Addition at any time. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and used for the construction, maintenance or repair of a residence or utility in the immediate vicinity.
- E. No structure of a temporary character, such as a trailer, basement, tent, shack, barn, or other outbuilding shall be used on any property at any time as a dwelling house; provided, however, any builder, with the prior written approval of the Committee and/or Board, may maintain and occupy model houses, sales offices and construction trailers during the construction period.
- F. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any part of the Addition. No derrick or other structure designed for using in quarrying or boring for oil, natural gas, or other minerals shall be erected, maintained or permitted within the Addition.
- G. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of the property so that no person shall quarter on the premises cow, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot, but smaller pets may be permitted with written approval from the Committee and/or Board. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification. Any prohibited animal listed above used as a service animal may be permitted with written approval by the Committee and/or Board.
- H. No lot or other area in the Addition shall be used as a dumping ground for rubbish, trash, garbage or other waste. Waste shall not be kept except in sanitary containers in appropriate locations which may be specified by the Committee and/or Board and, unless otherwise expressly, permitted, by the Committee and/or Board, such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. All incinerators, or the equipment for storage or other disposal of such material shall be kept in clean and sanitary condition. Material incident to Construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.
- I. No individual water supply system shall be permitted in the Addition.
- J. No individual sewage disposal system shall be permitted in the Addition.
- K. No garage, garage house or other "out-building" (except for sales offices and construction trailers during the construction period which have been approved by the Committee and/or Board in writing) shall be occupied by any owner, tenant or other person prior to the erection of a residence.
- L. No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

- M. Except with the written permission of the Committee and/or Board, no antennas shall be permitted in this Addition except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure except that, with the written permission of the Committee and/or Board, one (1) antenna may be permitted, to be attached to the roof of the main residential structure and to extend above said roof a maximum, of five (5) feet. No use shall be made of any lot or structure thereon for any type of radio or television or similar broadcasting systems.
- N. No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in the subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's last residence in the Addition is sold if such builder has received the prior written approval of such use from the Committee and/or Board. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities with adjoining homeowner's use and enjoyment of their residence and yards, nor shall it prohibit home businesses from conducting business activities in a home so long as the home is not utilized as a storefront.
- O. Except for children's playhouses, doll houses, greenhouses, gazebos-and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any lot, it being the intention that only new construction be placed and erected thereon.
- P. Within easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.
- Q. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or professional signs not exceeding nine (9) square feet used by a builder to advertise the property during the construction and sales period. Handwritten advertisements and pricing on windows are also expressly prohibited. Signs may only be displayed for a reasonable time period. Declarant or its agents shall have the right to remove any sign, billboard or other advertising that does not comply with the foregoing requirements, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal. All signs are subject to the approval of the Committee and/or Board and may be required by the Committee and/or Board to be removed if, in the sole Judgment of the Committee and/or Board, same are found, to be inconsistent with the high standards of the addition. Nothing in this paragraph shall prohibit the display of religious items to be displayed on the property motivated by the owner's sincere religious belief unless such display affects the health or safety of the public, contains offensive material for reasons other than its religious content, violates any applicable building line or easement, or if it is attached to a traffic control device or street lamp, fire hydrant, or utility sign, pole, or fixture.
- R. The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or adjacent to facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment

which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

- S. Except within fireplaces in the main residential dwelling and except for outdoor cooking on grills or firepits, no burning of anything shall be permitted anywhere within the Addition.
- T. No abandoned, derelict or inoperative vehicles may be stored or located on any lot unless visually screened from other lots and from any residential street.
- U. With the exception of antennas meeting the requirements of subsection (M) of this Section 1.06, no satellite discs or any other type of instrument or structure for receiving radio or television reception or other types of sound or video reception shall be allowed at any place outside of the house on a lot, including, with limitation on the roof of such a house or in the front, back or side yards of a lot except that, such a satellite disc or other instrument or structure may be placed in the back yard of a lot so long as it is completely screened and not visible from the view of any street, road, or highway.
- V. Any property purchased as an investment property primarily to be used for rentals is restricted to twelve (12) month rental minimums, nor shall these properties be utilized for peer to peer accommodation services, such as AirBnB. All investment properties purchased prior to the adoption of this Declaration of Covenants are not bound by the restrictions of this section.

Section 1.6 Building Material - Exterior Items and Surfaces - The total exterior wall area from floor area to eight (8) foot level, except windows and doors, of each building constructed or placed on a lot shall be not less than eighty percent (80%) brick, brick veneer, stone, stone veneer or other material approved by the Committee and/or Board. In calculating the area required to be constructed of the foregoing materials on all exterior walls of such buildings, the areas covered by the following shall be excluded from such calculation; gables or other areas above the height of the top of standard height first floor windows. All roofs shall have a minimum pitch of 8/12. Roofing shall be composed of minimum Prestique II or better, or other material acceptable to the City and the Committee and/or Board; provided, however, no other materials shall be permitted unless approved by the Committee and/or Board. Nothing in this paragraph shall prevent an individual authorized to install shingles on the roof of the owner's property if the shingles are designed to be wind and hail resistant, provide heating and cooling efficiencies greater than those provided by customary composite shingles; or provide solar generation capabilities; and, when installed, resemble the shingles used or otherwise authorized for use on property in the subdivision, are more durable than and are of equal or superior quality to the shingles described above, and match the aesthetics of the property surrounding the owner's property. Installation of all types of exterior items and surfaces such as Bronze Address Plates or external ornamentation, lights, mail chutes, mailboxes, exterior paint or stain, shall be subject to the prior approval of the Committee and/or Board both as to design, materials and location.

Section 1.7 Side Line and Front Line Setbacks - Any owners of any lot in this Addition may, through these Restrictive Covenants and the rights granted herein, enforce any of the City of Keller's building set back requirements as provided under the Planning and Zoning Code of the City of Keller or the Building Code or any amendments thereto through any remedies provided herein or by law or in equity.

Section 1.8 Fences and Walls - Any fence or wall must be constructed of masonry, brick, stone, wood or other material approved by the Committee and/or Board. Retaining walls must be constructed entirely out of materials approved by the Committee and/or Board. Fencing along public streets must have posts to the inside and smooth side out. Fences or walls erected by Declarant shall be maintained by the Committee and/or Board. The Committee and/or Board reserves the right to repair, maintain, and service all fences or

walls erected by Declarant. In the event any such walls require repair, maintenance, or other servicing, the Committee and/or Board or its agent(s) shall inform the lot owner of the intended servicing no later than forty-eight (48) hours prior to entering the property to service the wall. No portion of any fence shall extend more than eight (8) feet in height. Nothing in this paragraph shall prohibit the construction of a perimeter fence for security purpose, nor does this paragraph prohibit the construction of a swimming pool enclosure, which may be constructed of transparent mesh or clear panels set in metal frames but shall not be more than six (6) feet in height.

Section 1.9 Sidewalks and Handicap Ramps - All sidewalks and handicap ramps at corners shall conform to City specifications and regulations.

Section 1.10 Mailboxes - Mailboxes at the curb shall, be constructed of brick, masonry, or other material approved by the Committee and/or Board and shall be of standardized construction and appearance, similar to other mailboxes in the Development. Mailboxes shall be arranged as gang boxes if and only if required by the U.S postal Service. Brass Address Plates are required and shall be located on the mailbox.

Section 1.11 Commencement of Construction - Each residence constructed on each lot and any other improvements thereto shall be commenced and completed with due diligence promptly after approval by the Committee and/or Board of the plans and specifications prepared in connection with such construction.

Section 1.12 Utilities— Except as to special street lighting or other aerial facilities which may be required by the City or which may be required by the franchise of any Utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the Addition whether upon individual lots, easements, streets or rights-of-way of any type, either by the utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Addition, and all utility service facilities (including, but not limited to, water, sewer, gas, electricity, telephone and television cable) shall be buried underground unless otherwise required by a public utility.

Section 1.13 Restriction on Re-subdivision - None of the lots shall be subdivided into smaller lots.

ARTICLE 11—ARCHITECTURAL CONTROL

Section 2.1 Successors - In the event of the death, resignation or removal by Declarant of any member of the Committee and/or Board, Declarant shall, have full authority to designate and appoint a successor. No member of the Committee and/or Board shall be entitled to compensate for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this declaration.

Section 2.2 Authority - No building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee and/or Board.

Section 2.3 Procedure for Approval - Final plans and specifications shall be submitted to the Committee and/or Board. The plans and specifications shall show nature, kind, shape, height, materials and location of all improvements. The documents shall specify any requested variance from the setback lines, garage location or any other requirements set forth in this declaration. The Committee and/or Board is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee and/or Board, the complete set of plans shall be

marked "Approved", and returned to the lot owner, or his designated representative. If the Committee and/or Board fails to approve such plans and specifications with thirty (30) days after the date of submission written approval of the matters submitted shall not be required and compliance with this Article shall be deemed to have been completed.

Section 2.4 Standards— The Committee and/or Board shall have sole Discretion with respect to taste, design and all standards specified herein one objective of the Committee and/or Board is to prevent unusual, radical, curious, odd, bizarre, peculiar, or irregular structures from being built in the Addition. The Committee and/or Board shall also have the authority to generally require that any plans meet the standards of the existing improvements on neighboring lots. The Committee and/or Board may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this declaration.

ARTICLE III - GENERAL PROVISIONS

Section 3.1 Easements - Easements for the installation and maintenance of utilities and drainage facilities are reserved as show on the Plat Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner there of covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may transverse a portion of the lot.

Section 3.2 Recorded Plat —All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and shall be construed as being adopted in each contract, deed, or conveyance executed or to be executed by Declarant, conveying lots in the Addition, whether specifically referred to therein or not.

Section 3.3 Lot Maintenance - The owner and occupant of each lot shall cultivate an attractive ground cover or grass on all yards visible from the street, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line.

Section 3.4 Maintenance of Improvements - Subject to the provisions of Article III, each lot owner shall maintain the exterior of all building, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, fences, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 3.5 Mortgages - It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to the lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after acquisition of title.

Section 3.6 Term - These covenants, reservations and restrictions shall be binding on all parties and all persons and parties claiming under them, unless an instrument signed by a simple majority (50% + 1 vote) of the then owners of the lots have been recorded, agreeing to change said restrictions, reservations, and covenants in whole or in part.

Section 3.7 Severability - If any condition, covenant or restriction herein, contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no effect any other condition, covenant or restriction, each of which shall remain in full force and effect.

Section 3.8 Binding Effect - Each of the conditions covenants, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Addition, it being understood that such conditions, covenants restrictions and agreements are not for the benefit of the owner of any land except land in the Addition, and the same shall insure to the benefit of owners of land in the Addition, and the Declarant, its successors and assigns. This instrument, when executed, shall be filed of record in the deed records of the County so that each and every owner or purchaser or any portion of the Addition is on notice of the conditions, covenants, restrictions and agreements herein contained.

Section 3.9 Enforcement and Imposition of Violation Fines - If any person fails to cure for fails to commence and proceed with diligence to completion) the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a fine for such violation (the "Violation Fine") as set forth in Schedule A attached hereto and incorporated herein by reference for all purposes. If, after the imposition of the Violation Fine, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority, upon ten (10) days written notice, to impose additional Violation Fine which shall not individually exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines which may be levied against a person for the same violation. The Violation Fines, together with interest at the highest lawful rate per annum and any costs of collection, including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Fine is imposed.

Section 3.10 Definition of "Owner"- As used herein, the term "Owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers) of the fee simple title to a lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 3.11 Other Authorities - If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements of such authorities shall be complied with. Other authorities' imposition of lesser requirements than those set forth herein shall not supersede or diminish the requirements herein.

Section 3.12 Addresses - Any notices or correspondence to an owner of a lot shall be addressed to the street address, of the lot. Any notices or correspondence to the Committee and/or Board shall be addressed to the address shown opposite the signature of Declarant below or to such address as is specified by the Committee and/or Board pursuant to an instrument recorded in the deed records of the County.

Section 3.13 Amendment - Until the sale by Declarant of half of the total number of lots in the Addition to Third Parties unrelated to the Declarant, the Declarant, its successors or assigns, at its discretion, may abolish or amend the covenants, conditions, and restrictions set forth herein in whole or in part. Subsequent to such sale and so long as the Declarant owns at least one lot, the Declarant may amend the covenants, conditions and restrictions set forth herein with the consent of fifty one per cent (51%) of the then owners (including the Declarant) of lots (with one vote to be cast for each lot owner, regardless of

the number of persons or entities the term may include. See Section 3.10) evidenced by a document in writing bearing each of their signatures.

Section 3.14 Yards - Grass, weeds and vegetation on each lot in this Addition must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a lot, the developer or its assigns of said Addition may, at its option, have the grass, weeds and vegetation cut when, as often as necessary in its judgment, and the owner of the property shall be obligated to reimburse the developer or its assignee for the cost of such work.

*Any existing home in Highland Oaks subdivision whose **original construction or legally permitted additions/ or improvements** prior to March 31st, 2023 may appear to not conform to these new bylaws in regards to home construction only —will be grandfathered in and not liable to make any modifications to their residence, and will face no punishment – legally, from our fine schedule, or otherwise. This pertains specifically but not limited to: garage location, square footage, etc. Any remodeling or modifications that commence after March 31, 2023 will require HOA board approval if appearing to be against current bylaw requirements.*

SCHEDULE A

FEE SCHEDULE

Violation	Fine
Declaration of Restrictions, Covenants & Conditions	\$50.00 after 10 days at BOD Discretion \$100.00 after 10 days at BOD Discretion \$100.00 per day thereafter NO MAXIMUM
Construction w/o ACC Approval	\$250.00 at discovery \$50.00 per day thereafter, after 10 days NO MAXIMUM
Non-Conforming Improvement	\$500.00 after 10 days \$100.00 per day thereafter NO MAXIMUM

This schedule of Fines is to be used solely as a guide to the Board in establishing rules for various violations of the Association's governing documents. Fines may vary depending upon the nature and severity of the violation. Time to cure will vary based on the nature of the issue and the simplicity/difficulty to cure. All time frames to cure are at the discretion of the BOD but time to cure must be reasonable.