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DEDICATORY INSTRUMENT

MODIFICATION OF RESTRICTIONS FOR HIGH POINT ESTATES

STATE OF TEXAS *

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF COLLIN *

WHEREAS, the Restrictions for High Point Estates was filed of record on April 12, 2000, in volume 4645, Page 0004, Real Property Records of Collin County, Texas (the "Restrictions"), as amended by that certain Amended Declaration of Covenants, Conditions and Restrictions of High Point Estates, filed of record on September 4, 2007, under CC#20070904001229630, Real Property Records of Collin County, Texas (the "First Amendment"), that affect the real property being more fully described in the Restrictions and incorporated herein by this reference (the "Property");

WHEREAS, High Point Estates Homeowners Association is referred to in the First Amendment as the "Declarant";

WHEREAS, amendments to the Restrictions was proposed by the Board of Directors to restate, clarify and expand certain requirements and to comply with the Texas Property Code;

WHEREAS, there are presently forty-five (45) lot owners ("Members") in the subdivision which are members of the Association. Pursuant to Section 2.02 of the Restrictions, a ballot was presented to each member on whether the proposed amendments should be allowed. Thirty-three (33) members responded to the ballot, resulting in twenty-eight (28) "Yes" votes, and five (5) "No" votes. Accordingly, the amendments were approved by the members since more than sixty (60) percent of Members voted and more than seventy (70%) percent agreed to the revision as required by the current restrictions.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Restriction are hereby modified in their complete and revised form and replace all previous Restrictions and Amendments as follows:

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

HIGH POINT ESTATES

ARTICLE I

HOMEOWNERS ASSOCIATION

1.01 Association. The HIGH POINT ESTATES HOMEOWNERS ASSOCIATION has been duly incorporated, and has commenced operations. The Association, through its Board, shall exercise its duties and powers for the benefit of HIGH POINT ESTATES homeowners (hereinafter referred to as "Members" or "Owners"), including the enforcement of all covenants and restrictions referenced herein.

1.02 Creation of Board of Directors. The Board of Directors shall be comprised of five Members; each Member shall serve a two (2) year term of office. The terms of office shall be staggered so that two (2) Members of the Board shall come up for election in years ending with an even number or zero and three (3) Members of the Board shall come up for election in years ending with an odd number. All subsequent members of the Board shall be elected by majority vote of the Members of the HIGH POINT ESTATES HOMEOWNERS ASSOCIATION, pursuant to the governing provisions set forth in Article II herein. The election shall be held each corresponding year on the Second Saturday in September.

1.03 Terms of Office. Members serving on the Board may serve more than one term of office.

1.04 Powers of the Board of Directors. In furtherance of its purposes, the Board shall have the following powers:

(a) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Texas in effect from time to time;

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in this Declaration, including, without limitation, the following:

(i) to fix and to collect assessments and other charges to be levied pursuant to this Declaration;

(ii) to manage, control, operate, maintain, repair, and improve property subject to this Declaration or any other property as to which the Association has a right or duty to provide such services pursuant to this Declaration, or any covenant, easement, contract, or other legal instrument;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under this Declaration, or other recorded covenant;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to this Declaration;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(vii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interest of such corporation, firms, or individuals;

(viii) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, such By-Laws may not be inconsistent with or contrary to any provisions of this Declaration; and

(ix) to provide any and all services to the Association and adjacent properties as the Board may determine to be necessary or desirable to supplement the services provided by local government.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to our inference from the terms of any other paragraph or provisions of this Amended Declaration.

ARTICLE II GOVERNANCE

2.01 Membership. Every owner of a Lot shall automatically be a Member of the Association.

2.02 Quorum, Notice and Voting Requirements.

(a) Any action authorized by Article I shall require the assent of the majority of all of the Members who are voting in person or by proxy, at a meeting duly called for that purpose, written notice (including notice by e-mail) of which shall be given to all

Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

(b) The voting quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence of sixty percent (60%) of all Members, voting in person or by proxy or by electronic means, of all of the votes of the Association, shall constitute a quorum. The standard for passage would be 75% in favor.

(c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving of the action to be taken, shall be signed by Members who hold more than sixty percent (60%) of the outstanding votes of the Association in aggregate.

(d) No Member (other than Declarant) shall have a right to call any official meetings of the Members of the Association. Notice, voting and quorum requirements for all action to be taken by the Association (as an incorporated entity) shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE III FEES, ASSESSMENTS AND CONTRIBUTIONS

3.01 Initiation Fee. Each Member, upon becoming a Member of the Association, shall pay to the Association, in the manner designated by the Board, an initiation fee (the "Initiation Fee") equal to, but not to exceed the amount being currently assessed for annual dues for the Association. Initiation Fees shall be used by the Association for operating expenses of the Association.

3.02 Payment of Assessments. Each Member shall pay to the Association, in the manner designated by the Board, regular assessments and special assessments, such assessments to be established and collected as hereinafter provided. Each such assessment, together with any interest, penalties, costs and reasonable attorneys' fees provided for under this Declaration, shall be the personal obligation of the person who is the owner of a Lot at the time the assessment falls due.

3.03 Regular Assessments. Until adjusted pursuant to the terms of Sections 3.6 and 3.9, the regular assessments payable by each homeowner shall be \$150.00 per Lot per annum, all regular assessments to be payable in advance on January 2nd of each year, or any other such times as set forth by vote of the Board. The regular assessment may increase from the level set forth above as prescribed by Member vote at the Annual Meeting.

3.04 Special Assessments. The Association may levy at any time, a Special Assessment (herein so called) for the purpose of defraying, in whole or in part to the Members generally, (a) the costs of any construction, reconstruction, repair or replacement of a capital improvement on the Common Areas, and, (b) any increased operating expenses or costs to the

Association. The Association may not levy a Special Assessment under the clauses (a) and (b) above more than one (1) time per calendar year. Each Special Assessment levied under clauses (a) and (b) above shall be divided equally among all Lot Owners. The Association may also levy at any time, in accordance with the Articles and this Declaration, a Special Assessment on a particular member for the purpose of defraying, in whole or in part: (a) the costs incurred by the Association due to the member's failure to comply with this Declaration or the Association's rules and regulations; (b) the costs incurred by the Association due to the member's lack of maintenance of the Lot or other compliance with applicable covenants and restrictions; and, (c) operating expenses incurred by the Association, in the judgment of the Board, as the result of the willful or negligent act of the member or the member's family, guests or invitees.

3.05 Commencement of Assessments. The regular assessments provided for herein shall commence on the date the person becomes a Member of the Association. The first regular assessment owing by such Property Association Member shall be prorated from the date of such commencement and paid in advance for the remainder of the year.

3.06 Increase in Assessments. Subject to the provisions hereof, any action increasing the maximum regular assessment by more than ten percent (10%) or to Special Assessments for capital improvements or other such uses, shall require the assent of the majority of the vote of Members who are voting in person or by proxy at a meeting duly called for that purpose at which a quorum is present, written notice of which shall be given to all members not less than twenty (20) days nor more than fifty (50) days in advance, either personally or by mail, or by both posting the notice on the Association's website and sending the notice to members via e-mail, and shall set forth the purpose of such meeting.

3.07 Exempt Property. All Common Areas and all property dedicated to and accepted by any governmental entity shall be exempt from the Assessments created herein.

3.08 Remedies of Association. Any assessment or fee not paid within thirty (30) days after the due date shall be deemed delinquent and shall be subject to a penalty fee from the due date at an amount not to exceed twelve percent (12%) per annum of the outstanding balance per month, as established by vote of the Board. The delinquent Member shall be liable to the Association for the delinquent assessments and fees, and all penalty fees accrued thereon and, in any suit or proceeding against the Member or the Member's Lot. The Member shall be required to pay and shall be liable for all costs, expenses and reasonable attorneys' fees incurred by the Association to collect the delinquent assessments, fees, and penalty fees thereon. No Member may waive or otherwise escape liability for amounts due herein by non-use of the Common Areas or abandonment of the assessed Lot by the Member.

3.09 Duties of the Board. Subject to the terms of this Declaration, the Board shall fix the amount of the Initiation Fee, and the regular assessments, subject to the limitations set forth in Section 3.6, from time to time, but no more than once per calendar year. The Board may amend the due dates for the regular assessments at any time, but no more frequently than once per calendar year. The Board may levy a Special Assessment authorized by this Declaration at any time, subject to the limitations set forth in Section 3.4. The Board shall establish the due date for such Special Assessment at the time of the levy. The Board shall maintain a roster of the Lots and assessments applicable thereto which shall be kept with the books of the Association

and open to inspection by any Member with prior written request. Written notice of the assessment or fee shall be sent, either personally or by mail, to every Member. The Association shall, upon demand by written request, furnish to a Member liable for an assessment, a notification in writing signed by an Officer of the Association setting forth whether such assessment or fee has been paid.

3.10 Suspension of Rights. A Member shall be deemed to be in good standing within the meaning of this Declaration, only if he or she is not delinquent in the assessments and fees made or levied against him or her. A Member shall not be disqualified or barred from voting in an Association election on any matter concerning the rights or responsibilities of the Member.

3.11 Notice of Unpaid Assessments and Fees. The Association shall, at the request of a mortgagee of a Lot, report any unpaid assessments or fees due from the Owner of any such Lot.

ARTICLE IV COVENANTS AND RESTRICTIONS FOR HIGH POINT ESTATES

4.01 Construction of the Residence or Other Structures or Changes Made on a Lot.

(a) Time Period to Commence Construction. Each Owner shall commence construction of his or her residence to be located upon the Lot within thirty-six (36) months of the initial purchase of the Lot from the Developer, or in the case of a subsequent repurchase of a Lot from an Owner other than the Developer, within thirty-six (36) months from the date of that sale. Failure to comply shall subject the Owner to penalties and any other enforcement provisions deemed necessary under Section 4.23 herein.

(b) Residential Purposes. Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for duplex housing, apartment housing, commercial and professional uses or drilling for oil, gas or other minerals, quarrying or mining, placing or maintaining on the premises any tanks, well, shafts, mineral excavations, derricks, or structures of any kind incident to any such oil, gas or other mineral operation. One water well to be used only for irrigation purposes may be drilled and maintained on each lot, subject to prior approval by the Board of Directors.

4.02 Minimum Floor Space. All floor areas referenced below shall pertain to air conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on any Lot in the subdivision shall contain a minimum air conditioned floor area of two thousand five hundred (2,500) square feet. If the structure is a two-

story dwelling, a minimum air conditioned floor area of one thousand five hundred (1,500) square feet must be on the ground floor.

4.03 Prior Review And Approval By The Board.

(a) Prior to commencement of any work on the exterior of a residence or other structure on a lot, or the addition or deletion of other items on a lot, a complete set of building plans shall be submitted to the Board for its review and determination prior to the start of any work, installation or construction. The Board shall conduct a prudent, thorough and reasonable review of the proposed plans, and may request additional information from the Homeowner or builder if deemed necessary. A final determination shall be rendered by the Board not less than fourteen (14) days nor more than thirty (30) days from the date of receipt of all requested plans and documents.

(b) The Board may create Association Committees (Architectural Review, etc.) to conduct preliminary reviews and assessments, but all final determinations shall be rendered by the Board.

(c) All Members acknowledge that the Board may, acting on behalf of the Association and its Members, withhold approval or require substantial modifications to any proposed improvements which do not comply with the square footage requirements set forth in Section 4.02. Further, compliance with the square footage shall not be construed as automatically meeting the approval requirements set forth in this Section 4.03, which pertains to architectural, aesthetic, and overall quality standards for the community.

4.04 Combining or Subdividing Lots.

(a) any person owning two or more adjoining Lots may consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein. Notwithstanding the foregoing, however, any such consolidation of whole or partial lots must comply with the rules, ordinances and regulations of any government authority having jurisdiction over the Properties. In the event of any such consolidation, the consolidated Lots shall be deemed to be a single Lot for purposes of applying the provisions of this Section 4.04 provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated and such Owner shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of the Board as well as the prior written approval of any utility company having the right to the use of such easements.

(b) No Lot shall be subdivided into smaller tracts or lots.

4.05 Setback Requirements and Building Location. All front, side, and rear setbacks must be approved by the Board and must meet the requirements of any city having jurisdiction

over the Properties, the codes and regulations of Collin County and the requirements of the Plat of the Properties. No exterior wall of any structure shall be constructed nearer than fifty (50) feet nor a maximum of one hundred (100) feet to the front lot line, nor nearer than thirty (30) feet to any side or rear lot line and no roof overhang, open porch or other projection shall be extended nearer than thirty (30) feet to any side or rear lot line. Notwithstanding the previous sentence, the projections may extend to within thirty (30) feet from the side or rear lot line if written permission is obtained from: (i) the Board; and (ii) in the case of any side lot line, from the adjacent Owner on such side, or, in the case of any rear lot line, from the abutting landowner on the rear. Projections such as chimneys, bay windows, porch stoops and roof extensions may extend three (3) feet beyond the front setback line or the side lot line if the exterior wall of the residence is set back at least ten (10) feet from the side lot line as required above. The location of the main residence on each Lot and the facing of the main elevation with respect to nearby streets shall be subject to the approval of the Board.

4.06 Height. No building or structure on any Lot shall contain more than two (2) stories (exclusive of underground basements)

4.07 Driveways. Only two curb cuts shall be allowed for any one lot. All driveways shall have a minimum width of twelve (12) feet and shall be made of concrete. The Board shall have final approval of the design and construction of the aprons, driveways and walkways within the Properties, and written plans shall be submitted for approval in advance of the commencement of any work.

4.08 Utilities. Each residence situated on a Lot shall be connected to the underground water and electrical lines as soon as practicable after same are available to the Lot. All utilities connected to any residence or other structure located on a Lot shall be transmitted and/or transported underground and no utilities of any type shall be constructed above ground. Each residence situated on a Lot shall be connected to the city sewer. Each Lot Owner is responsible for compliance with applicable city and county utility ordinances

4.09 Construction Requirements.

(a) The exterior surface of all residential dwellings and outbuildings shall be masonry constructions utilizing glass, brick, stone, stone veneer, plaster or other materials approved in writing by the Board. It is specifically required that the exterior wall area of each residence located within the Properties shall not have less than seventy percent (70%) masonry construction. The surface area of those windows surrounded completely by masonry may be included within the computation of the exterior masonry wall area of the residence. No previously used materials, other than antique brick, shall be permitted on the exterior of the materials within the subdivision shall be permitted, however, no roofing material shall be used without first obtaining written approval from the Board. All roofing materials shall be equal to Tamko Heritage II 30 year, 240 pound, or better. The Board shall only approve roofing materials which are of the highest grade and quality, and which are consistent with the external design, color, appearance and overall aesthetics of other improvements within the community. Exterior paint and stain colors shall be subject to the approval of the Board.

- (b) Each residential structure shall face the front of the Lot.
- (c) No above ground-level swimming pools shall be installed on any Lot.

(d) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to plumbing fixtures installed and operational, all cabinet work completed, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than twelve (12) months following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

(e) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permissions of the Board.

(f) Basketball backboards may be installed above the garage doors and freestanding goals may be installed ten (10) feet or more behind the front building line of such Lot. Any other locations will require the express written approval of the Board. Any other locations, including locations behind or to the side of a house, shall require the approval of the Board prior to the installation of the backboards or any part thereof.

(g) No outside toilet facilities shall be constructed or maintained.

(h) In addition to other restrictions as currently stated herein, the following items require approval by the Board prior to construction or installation or display on the exterior of a Member's house or other structure or on a Member's lot:

- (1) Composting devices
- (2) Rain barrels and rainwater harvesting systems
- (3) Solar energy devices
- (4) Roofing materials
- (5) Flag poles
- (6) Religious items
- (7) Signs

4.10 Garages, Outbuildings and other Structures.

(a) Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. No carport shall be built, placed, constructed or reconstructed on any Lot, even if the proposed carport complies with the building materials requirements set forth in this Section 4.09. As used herein, the term "carport" shall not be deemed to include a porte cochere. No garage shall be changed, altered, reconstructed or otherwise converted for any commercial purpose or other use inconsistent with the garaging of automobiles without the prior approval of the Board. Porte cocheres, garages, or any other outbuildings must be constructed of the same

exterior building materials as utilized in the construction of the main residential structure. No excavation or construction work shall commence until the Board has reviewed and issued its approval of the proposed project. Failure to comply shall result in enforcement provisions as authorized by Section 4.23. The Owner is responsible for complying with all applicable City, County and State laws, ordinances and regulations.

(b) No garage or outbuilding shall be higher than the residential dwelling to which it is appurtenant, and it shall conform to the architectural standards of the residential dwelling.

(c) No garage or other type of outbuildings shall be constructed between the residential dwelling erected on the Lot and the front lot line.

(d) Lawn sheds, storage sheds, storage bins, and similar types of temporary or permanent buildings or structures shall not be permitted. Bins used only for composting shall be permitted in accordance with the restrictions placed on them and require approval by the Board prior to installation or use.

4.11 Landscaping. Each Lot shall be fully landscaped within one hundred twenty (120) days from the date on which the residence thereon is ninety-five percent (95%) complete. The Board or its designated Committee may consider various factors (weather, water supply, landscaping materials supply, etc.) in its interpretation of this provision.

4.12 Fences. Except for the main entrance gates and fences, no fence hereinafter constructed may exceed eight (8) feet in height. Perimeter fences must be constructed of pipe and cable or wrought iron, and no fence hereinafter constructed may be made of wood, plastic, chain link and/or barbed wire material. Wrought iron fence may be used around landscaped areas and swimming pools. The location and design of all fences located on the Properties shall be subject to the prior written approval of the Board.

4.13 Trash Receptacles and Collection. Each Owner shall make or cause to be made appropriate arrangements with the City of Celina, Texas, or other private garbage collection company approved by the City of Celina, for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provision, the Association may do so and assess the costs thereof to the Owner. Each and every Lot Owner shall observe and comply with any and all regulations or requirements promulgated by any city having jurisdiction and Collin County, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in tightly sealed bags or other approved container which shall be maintained in a clean and sanitary condition. An Owner may place trash within a suitable container on the street curb abutting his Lot only on those days designated by the entity providing trash pickup and disposal, as trash collection days. No Lot shall be used for open storage of any materials whatsoever, except the new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon through completion of construction. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

4.14 Exterior Lighting. No permanent exterior lights shall be installed or maintained on any Lot without the prior written approval of the Board. Temporary reasonable seasonal lighting shall be permitted. Lights mounted on poles shall not be permitted on a permanent, seasonal, or temporary basis on any lot. "Seasonal lighting" as stated in this section shall only mean holiday lighting, for example, Christmas lights. "Temporary reasonable seasonal lighting" is clarified to mean lighting that does not result in excessive, direct or annoying illumination of adjacent lots or excessive vehicle traffic.

4.15 Window Air Conditioners and Coolers. No window or wall type air-conditioners or water coolers shall be permitted to be used, erected, placed or maintained on or in any residential building or outbuilding on any part of the Properties.

4.16 Antenna Restrictions. No radio, or television aerial wires or other antennas shall be maintained on the outside of any building nor shall any free standing antennas and/or dishes of any style be permitted without the prior written approval of the Board. Radio or television aerial wires or antennas may be built within the main structure if not visible from outside of such structure. Satellite dishes shall be limited to a maximum of one (1) metric meter in diameter. Satellite dish and internet antennas shall be mounted in a location that limits to the maximum extent possible, while still permitting an acceptable signal reception, view of the antenna from the street in front of the Member's house requiring the satellite dish or internet antenna. Satellite dish and internet antennas do not require prior approval for installation. All other types of antennas require approval prior to installation by the Board.

4.17 Temporary Structures and Vehicles. No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile modular or prefabricated home, shack, barn or any other structure or building other than the residence to be built thereon and customary and usual outbuildings, shall be placed on any Lot, except a construction trailer shall be allowed for a period of time not to exceed twelve (12) months. The Board permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and selling of residences and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to a temporary office building, storage area, signs, portable toilet facilities and sales office. The Board may permit builders to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with construction and sales operations on the Properties, but in no event shall a builder use such residence for a period in excess of one (1) year from the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, mobile home, camp mobile, camper or any other vehicle other than conventional automobile shall if brought within the Properties, be stored, placed or parked within the garage of the appropriate Lot Owner and concealed from view by other Lot Owners.

4.18 Parking. On-street parking is restricted to approved deliveries, pick-up or short time guests and invitees.

4.19 Signs. No signs or flags shall be displayed to the public view on any Lot without the prior written approval of the Board with the following exceptions:

(a) Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction development, operation, promotion and sale of the Lots;

(b) The patriotic display of United States and United States Military flags not exceeding 4' x 6' in size shall be permitted at any time without further approval; and,

(c) Seasonal holiday, political, and special occasion signs and ornaments (Christmas, Easter, Thanksgiving, July 4th, etc.) shall be permitted. Notwithstanding anything herein contained to the contrary, any and all signs if allowed, shall comply with all sign standards of Collin County and the City of Celina, as such standards may be applicable to the Properties. No signs or flags for commercial advertising purposes shall be displayed to the public view by homeowners or builders, excepting only signs of customary dimensions (3' x 4' maximum) advertising said property for sale.

4.20 Lot Activities

(a) Offensive Activities. No noxious or offensive activity of any kind shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to other Owners. Noxious or offensive activity is clarified to specifically include parties or gatherings that cause excessive traffic, parking on or in front of locations other than the Member's property that is hosting the party or gathering, or trash on the roadways or other Member's properties produced by the party or gathering and not picked up by the end of the party or gathering. Members shall comply with all noise ordinances, regulations and laws of the City of Celina and Collin County. No Lot or portion of a Lot shall be used as a cemetery, automobile salvage yard, "junk yard", "tire yard," or for any other activity which the Board deems as harmful or dangerous to the community and its residents.

(b) Pets, Livestock, etc. No cattle, goats, swine, poultry or other livestock shall be raised, bred or kept on any Lot. Dogs, cats or other household pets, including horses, may be raised and kept (except for commercial purposes) on any Lot. All Owners are responsible for the actions of their pets, and Owners shall respect applicable leash laws as well as prohibit their pets from freely roaming the subdivision, which could cause property damage and/or injury to Owners, their family and pets. Each Member shall be responsible to pick up and properly dispose of any defecations made by their pets on the roadways or on other Member's properties. Members are responsible for complying with all applicable City of Celina, Collin County and Texas State laws and regulations concerning pets and other animals.

4.21 Duty of Maintenance

(a) Owners and occupants (including lessees) of any Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes but is not limited to the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Keeping landscaped areas watered;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, maintained and aesthetically attractive;
- (vii) Keeping parking areas and driveways clean and in good repair;
- (viii) Keeping driveways and surrounding areas safe and attractive by utilizing existing garage space for the storage of lawn and garden equipment, campers, recreational vehicles, boats, motorcycles, ATV's, bicycles, and the like;
- (ix) Repair of all exterior damage to the main dwelling, roofing and outbuildings improvements;
- (x) Cleaning and maintaining of landscaped areas lying between street curbs and Lot lines; and
- (xi) Repainting of improvements as required to maintain community standards;

(b) Members shall be permitted without further approval to implement measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass provided that the material to be composted is spread more or less evenly thorough out the area and not left in piles or mounds. Composting devices, rain barrels and rainwater harvesting systems require approval by the Board prior to installation.

4.22 Mailboxes. Mailboxes shall be surrounded from ground to top with the same brick or stone used on the Owner's residence. These requirements shall not apply to mailboxes on a Farm to Market Road if such requirements are not in compliance with Celina City and Collin County regulations.

4.23 Enforcement of Provisions.

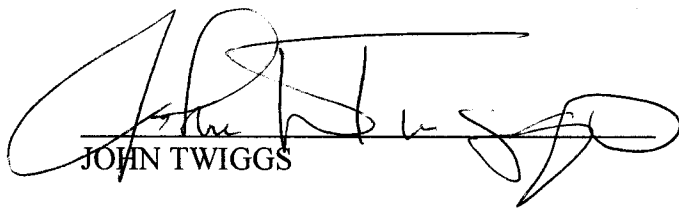
(a) The Board, acting on behalf of the Association, may levy fines and/or penalties for violations of any and all covenants and restriction set forth in this ARTICLE VI, and may seek legal recourse, to enforce collection, if necessary and warranted.

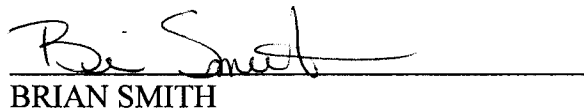
(b) If any Member remains delinquent in payment of Association dues, the Board, acting on behalf of the Association, may seek legal recourse to enforce collection.

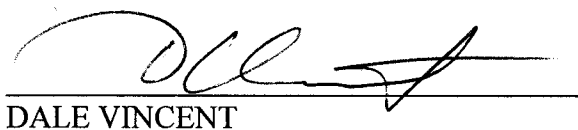
4.24 Amendments. The Association may, after establishing a quorum of its Members pursuant to proper meeting notice requirements, and after receiving approval of a majority vote of its Members present at such meeting, to amend the covenants, conditions and restrictions set for the herein by filing an instrument containing such amendment in the Office of the County Clerk of Collin County, Texas

WE, the Undersigned members of the Board of HIGH POINT ESTATES HOMEOWNERS ASSOCIATION, do hereby declare that: this document was presented to the Members in accordance with the meeting requirements set forth herein; reasonable time was allotted to openly discuss these conditions and covenants; and, the Members have voted to adopt this document, effective immediately. Now Therefore, we are hereby authorized to execute this document, duly record it in the Office of the County of Collin County, Texas, and consider its conditions and covenants to be in full force and effect for all Members of HIGH POINT ESTATES HOMEOWNERS ASSOCIATION.

EXECUTED this 5th day of October, 2012 by the undersigned Board Members on behalf of High Point Estates Homeowners Association.


JOHN TWIGGS


BRIAN SMITH


DALE VINCENT


LAURA CHAPPELL

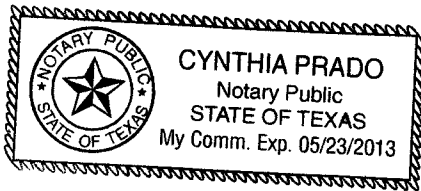

MARGARET RUCKRIEGEL

ACKNOWLEDGEMENT:

STATE OF TEXAS §
 §
COUNTY OF COLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, John Twiggs, Brian Smith, Laura Chappell, and Margaret Ruckriegel, authorized representatives of HIGH POINT ESTATES HOMEOWNERS ASSOCIATION, known to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that the same was the act of said, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 5th day of October, 2012.



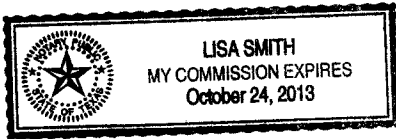
Cynthia Prado
Notary Public – State of Texas

ACKNOWLEDGEMENT:

STATE OF TEXAS §
 §
COUNTY OF COLIN §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dale Vincent, authorized representative of HIGH POINT ESTATES HOMEOWNERS ASSOCIATION, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 8th day of October, 2012.



Lisa Smith

Notary Public – State of Texas

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/15/2012 12:52:47 PM
\$76.00 DLAIRD
20121015001307030



Stacey Kemp