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**NOTICE OF FILING OF DEDICATORY INSTRUMENTS  
FOR  
THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

STATE OF TEXAS            §  
  §  
COUNTY OF TARRANT    §

**THIS NOTICE OF DEDICATORY INSTRUMENTS FOR The HOA of MELIA RANCH, INC.** ("Notice") is made the 26<sup>th</sup> day of March, 2022 by The Homeowner's Association of Melia Ranch, Inc., an Addition to the City of Arlington, Tarrant County, Texas, according to the map or plat thereof recorded in the Official Real Property Records of Tarrant County, Texas on January 21, 2014, as Instrument No. D214012027.

**WITNESSETH:**

**WHEREAS**, the The Homeowner's Association of Melia Ranch, Inc (the "Association") is the property owners' association created to manage or regulate the planned development covered by the Declaration of Covenants, Conditions, And Restrictions (Instrument No. D214003910 of the Deed Records of Tarrant County, Texas); and

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the development is located; and

**WHEREAS**, the Association desires to record the attached dedicatory instruments in the real property records of Tarrant Count, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code and for the purpose of providing public notice of the following dedicatory instrument affecting the owners of property within Melia Ranch.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as **EXHIBIT "A"** are originals and are hereby filed of record in the Real Property Records of Tarrant County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

**IN WITNESS WHEREOF**, the Association has caused this Notice to be executed by its duly authorized agent as of the date first written above.



**D222083856**

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Fees: \$103.00

NOTICE

SUBMITTER: LANCE LEWIS

*Mary Louise Nicholson*  
MARY LOUISE NICHOLSON  
COUNTY CLERK

**The Homeowner's Association of Melia Ranch, Inc.**

By:

[Signature]

Name:

Lance J Lewis

Title:

Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

§

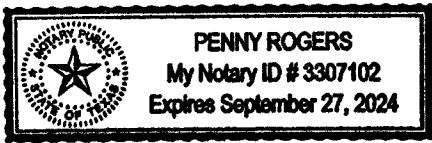
COUNTY OF TARRANT

§

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BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29<sup>th</sup> day of March, 2022.



[Signature]  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO"**  
The Homeowner's Association of Melia Ranch, Inc.  
C/O LCPM  
2909 Cabernet Ln  
Arlington, TX 76001

**EXHIBIT "A"**  
**DEDICATORY INSTRUMENTS**

1. Application of Payments Policy
2. Payment Plan Policy
3. Records Production and Copying Policy
4. Record Retention Policy
5. Religious Display Policy
6. Solar Energy Device Policy
7. Policy Regarding Certain Roofing Material
8. Rainwater Collection Device Policy
9. Flag Display Policy

**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.****Application of Payments Policy**

WHEREAS, the Board of Directors (the "Board") of the Homeowner's Association of Melia Ranch, Inc., (the "Association") desires to establish a Policy for the Application of Payments received from owners which satisfies the priority of payments schedule created by Section 209.0063 of the Texas Property Code; and

WHEREAS, the Board adopts the following policy in order to comply with Section 209.0063 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED that the following Policy for the Application of Payments is adopted by the Board:

Except as otherwise authorized by law, 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 the preceding subpart;
5. any fines assessed by the Association;
6. any other amounts owed to the Association.

This policy shall supersede and render null and void any and all previously adopted application of payment policies adopted by the Board.

IT IS FURTHER RESOLVED that this Application of Payments Policy is effective on April 1, 2022, to remain in effect until revoked, modified, or amended. This is to certify that the foregoing Application of Payments Policy was adopted by the Board of Directors, in accordance with Section 209.0063 of the Texas Property Code.

Name: T.A. [Signature]  
Title: PRESIDENT  
Date: 3-10-22

UNOFFICIAL DOCUMENT

**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Payment Plan Policy**

WHEREAS, the Board of Directors of the Homeowner's Association of Melia Ranch, Inc., (the "Association") wishes to adopt reasonable guidelines to establish an alternative payment schedule (hereafter known as "Payment Plan") by which an owner may make partial payments to the Association for delinquent regular assessments, special assessments, or any other amount owed to the Association; and

WHEREAS, the Board wishes to adopt these reasonable guidelines in compliance with Section 209.0062 of the Texas Property Code; and

NOW THEREFORE, in order to comply with Section 209.0062, the Association hereby adopts the following Payment Plan guidelines:

1. Melia Ranch lot owners are entitled to participate in one approved Payment Plan to pay their annual assessment, which is due on January 1st of each year ("Due Date") or as otherwise amended by the Board of Directors.
2. The approved Payment Plan for the annual assessment consists of the following two options:
  - a. Installment Plan ("Option 1"): 3 monthly installments equal to the annual dues amount divided by 3 plus a \$25 administration fee each month for. Example: \$495 annual dues would equal to three (3) monthly payments of \$190. Each payment is due on the 1<sup>st</sup> of each of the following 3 months and includes a \$75 (total) administration fee; or
  - b. Deferral Plan ("Option 2"): 3 month deferral, with the lump sum due on April 1st with no interest or administration costs. **A lot owner will be presumed by the Association to be electing Option 2 if their annual assessment is not received on the Due Date.**
  - c. A lot owner may request an alternative payment plan, which must be submitted to the Association in writing; the Association is not obligated to approve alternative payment plans.
3. The approved Payment Plan for all assessments other than the annual assessment are:
  - a. A payment plan request must be made in writing.

- b. From the date of the owner’s request, the delinquent balance shall be paid over a period of 3 months. Payments must be received no later than the 1<sup>st</sup> of each of the following 3 months.
  - c. During the course of a Payment Plan, additional monetary penalties, other than reasonable costs associated with administration of the Payment Plan and interest, shall not be charged to the owner's account.
  - d. A lot owner may request an alternative payment plan, which must be submitted to the Association in writing; the Association is not obligated to approve alternative payment plans.
4. If a lot owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
    - a. Failing to make the lump sum payment on due date (including NSF checks);
    - b. The submission of a partial monthly payment instead of a full monthly payment.
  5. If a lot owner defaults on a Payment Plan the homeowner will be subject to legal action and associated fees and expenses for collection of the debt.
  6. If a lot owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two (2) years after the date of default.
  7. All other terms of a Payment Plan are at the discretion of the Board of Directors.

This policy shall supersede and render null and void any and all previously adopted payment plan policies adopted by the Board.

IT IS FURTHER RESOLVED that this Payment Plan Policy is effective on April 1, 2022, to remain in effect until revoked, modified, or amended.

This is to certify that the foregoing Payment Plan Policy was adopted by the Board of Directors, in accordance with Section 209.0062 of the Texas Property Code.

Name: TRC Mack

Title: PRESIDENT

Date: 3-10-22

**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Records Production and Copying Policy**

WHEREAS, the Board of Directors (the "Board") of the Homeowner's Association of Melia Ranch, Inc., (the "Association") is required to establish a records production and copying policy which shall govern the costs the Association will charge for the compilation, production, and reproduction of information pursuant to Section 209.005 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Records Production and Copying Policy is established by the Board:

1. Every owner of a lot in the Association is entitled to inspect and copy the Association's books and records of the Association, including financial records. An owner, or a person designated by the owner as the owner's agent, attorney, or certified public accountant may inspect records after a written request has been submitted.
2. An owner or owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the property owners' association's books and records requested, to the mailing address of the association or authorized representative as reflected on the most current management certificate filed under Section 209.004. The request must contain an election either to inspect the books and records before obtaining copies or to have the property owners' association forward copies of the requested books and records.
3. If an inspection is requested, the association, on or before the 10th business day after the date the association receives the request, shall send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the association. 4. If copies of identified books and records are requested, the association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the association receives the request.
4. If the Association is unable to produce the books or records requested on or before the 10th business day after the date the association receives the request, the association will provide to the requestor written notice that:
  - a) Informs the requestor that the association is unable to produce the information on or before the 10th business day after the date the association received the request; and



- b) States a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date of the letter provided under this paragraph 5.
5. Any inspection shall take place during normal business hours at a mutually-agreed upon time. All inspections shall take place at the office of the Association's management company or such other location as designated by the Association. The Association may produce all requested books and records in hard copy, electronic, or other format reasonably available to the Association.
6. An owner is responsible for costs related to the compilation, production, and reproduction of the books and records of the Association. Costs shall be the same as all costs under Texas Administrative Code Section 70.3, and are subject to increase in the event T.A.C. Section 70.3 is amended, Any increase in costs provided for in 70.3 of the T.A.C. is hereby incorporated by reference for all purposes as if set forth verbatim. Relevant current costs from T.A.C. 70.3 are below:
- a) Copy Charges
- 1) Standard paper copy. The charge for standard paper copies
  - 2) reproduced by means of an office machine copier or a computer
  - 3) printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- b) Nonstandard copy.
- 1) The charges in this subsection are to cover the
  - 2) materials onto which information is copied and do not reflect any
  - 3) additional charges, including labor, that may be associated with a
  - 4) particular request. The charges for nonstandard copies are:
    - a. Diskette--\$1.00;
    - b. Magnetic tape-actual cost;
    - c. Data Cartridge-actual cost;
    - d. Tape cartridge-actual cost;
    - e. Rewritable CD (CD-RW)--\$1.00;
    - f. Non-rewritable CD (CD-R)--\$1.00;
    - g. Digital Video disc (DVD)--\$3.00;
    - h. JAZ drive-actual cost;
    - i. Other electronic media-actual cost;
    - j. VHS video cassette--\$2.50;
    - k. Audio cassette--\$1.00;

- UNOFFICIAL COPY
- l. Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper-\$.50;
  - m. Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)-actual cost.
- c) Labor charge for locating, compiling, manipulating data, and reproducing information.
- 1) The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A labor charge shall not be made for complying with a request where the records to be copied are 50 or fewer pages unless the records to be copied are located in a remote storage facility.
  - 2) blackout, or otherwise obscure confidential information in order to release the information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages.
- d) Overhead charge
- 1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity.
  - 2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records.
  - 3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, \$15.00 x .20=\$3.00.
- e) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information may be added to the total charge.

f) Postal and shipping charges. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

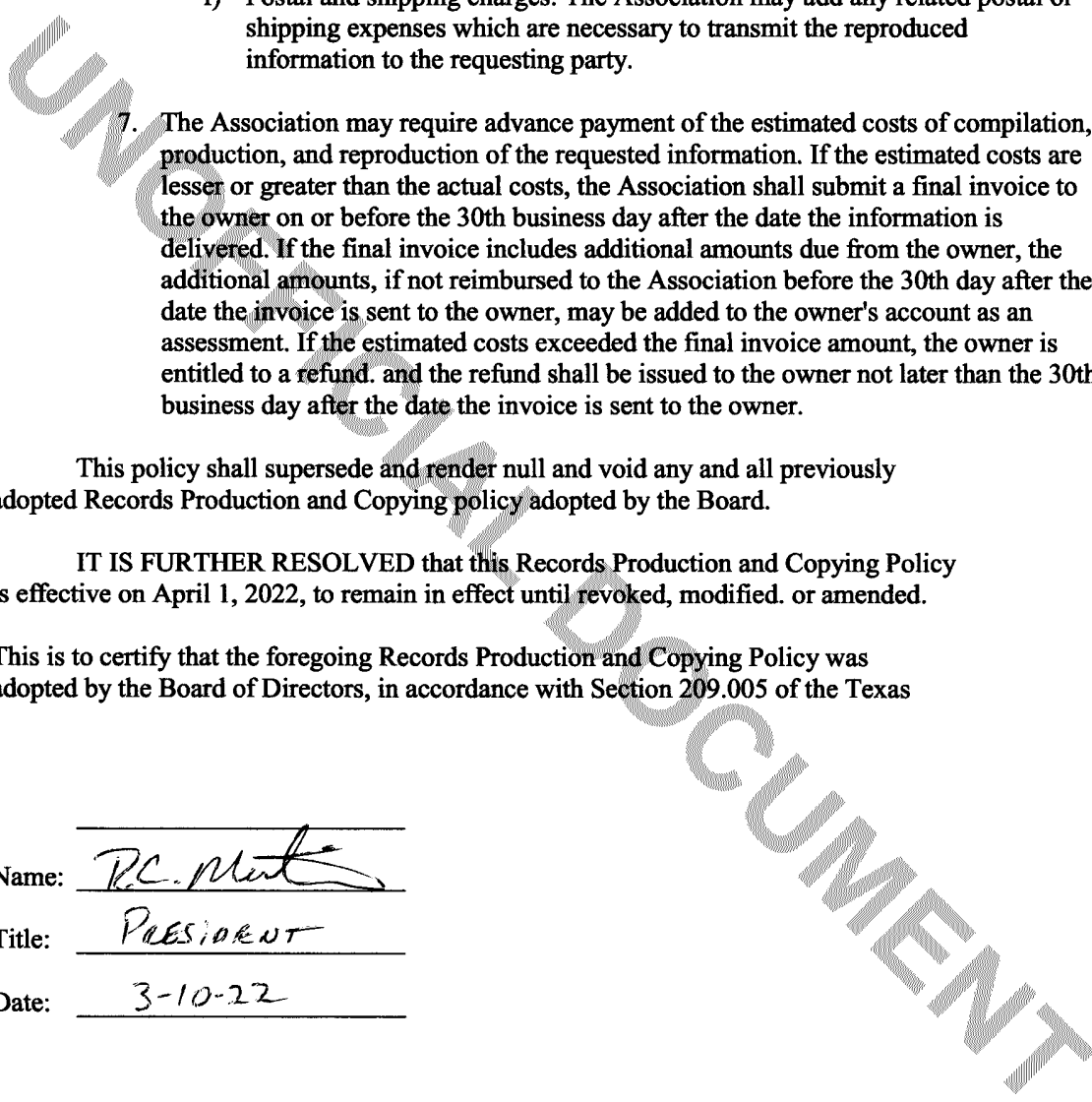
7. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund. and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

This policy shall supersede and render null and void any and all previously adopted Records Production and Copying policy adopted by the Board.

IT IS FURTHER RESOLVED that this Records Production and Copying Policy is effective on April 1, 2022, to remain in effect until revoked, modified. or amended.

This is to certify that the foregoing Records Production and Copying Policy was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas

Name: RC. Munk  
Title: PRESIDENT  
Date: 3-10-22



**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Record Retention Policy**

WHEREAS, the Board of Directors (the "Board") of the Homeowner's Association of Melia Ranch, Inc., (the "Association") desires to adopt a Record Retention Policy in order to be in compliance with Section 209.005(m) of the Texas Property Code; and

WHEREAS, the Board intends to file this policy in the real property records of each county in which the subdivision is located, in compliance with Sections 209.005 and 202.006 of the Texas Property Code; and

NOW, THEREFORE, IT IS RESOLVED, that the following Record Retention Policy is established by the Board:

1. **Governing Documents** - All governing documents including but not limited to certificates of formation, bylaws, restrictive covenants, design guidelines, and all amendments and supplements thereto shall be retained permanently.
2. **Financial Records** - Financial books and records to include tax returns, audits of the Association's books, invoices paid by the Association, bank statements, and each year's budget shall be retained for seven years.
3. **Record of Owners' Account** - Account records of current owners to include transaction ledgers, violations, architectural requests, and disputes shall be retained for five years.
4. **Contracts** - 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** - Minutes of Annual and Special Meetings of the Members, Board meetings, and committee meetings minutes shall be retained for seven years.

In the event the Association is served with any subpoena, request for documents, becomes aware of a governmental investigation, or origination of any litigation concerning the Association, all documents pertaining to such investigation, claim, or litigation shall be retained indefinitely. Additionally, any further disposal of documents shall be suspended and shall not be reinstated until completion of the investigation or litigation until such time as the Board, with the advice of legal counsel determines otherwise.

This policy shall supersede and render null and void any previously adopted policy to the extent that the terms of such policy are contradictory.

This is to certify that the foregoing resolution was adopted by the Board of Directors, in accordance with Section 209.005 of the Texas Property Code.

Name: RC. Mark  
Title: PRESIDENT  
Date: 3-10-2022

UNOFFICIAL DOCUMENT

**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Religious Display Policy**

WHEREAS, the Texas Legislature passed House Bill 1278 which amends Chapter 202 of the Texas Property Code by adding Section 202.018 which requires associations to permit certain religious displays on owners' doors which are motivated by sincere religious belief; and

WHEREAS, pursuant to Section 202.018(b) of the Texas Property Code, the Board of Directors of the Homeowner's Association of Melia Ranch, Inc. (the "Association") is allowed to adopt certain restrictions on the display of religious items.

NOW, THEREFORE IT IS RESOLVED, in order to comply with Section 202.018 of the Texas Property Code, the following guideline is established by the Board:

1. The association prohibits the display of religious items on the entry of a dwelling if:
  - a. Threatens public health or safety;
  - b. Violates law;
  - c. Is patently offensive to a passerby;
  - d. Is in a location other than the entry or door frame or extends past the outer edge of the door frame;
  - e. In the aggregate exceeds 25 square inches;

This policy shall supersede and render null and void any and all previously adopted Religious Display policies adopted by the Board.

IT IS FURTHER RESOLVED that this Religious Display Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.

Name: \_\_\_\_\_

*R.C. Matos*

Title: PRESIDENT

Date: 3-10-22

**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Solar Energy Device Policy**

WHEREAS, the Board of Directors of the Homeowner's Association of Melia Ranch, Inc., (the "Association") wishes to adopt certain limitations on solar devices pursuant to Section 202.010 of the Texas Property Code;

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202- of the Texas Property Code by adding Section 202.010 which gives owners the right to install solar energy devices. However, certain restrictions on the installation of such devices are permissible.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.010 of the Texas Property Code, that the following guidelines are established by the Board of Directors:

1. An owner may not install a solar energy device that:
  - a. is in violation of any law;
  - b. is on property owned or maintained by the association;
  - c. is located on property in common areas;
  - d. is located anywhere but on the owner's roof or in his fenced-yard or patio, or any structure allowed under a dedicatory instrument;
  - e. if mounted on the roof of the home, is installed on the roof facing the front street (except as otherwise allowed by law), extends beyond the roofline, does not conform to the slope of the roof, has a top edge that is not parallel to the roofline, and/or does not conform to certain allowed design guidelines;
  - f. if located in a fenced yard or patio, is taller than the fence line;
  - g. is installed in a manner that voids material warranties;
  - h. is installed without prior approval by the association or its designated architectural committee;

- i. would "substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities,"; or
- j. a court determines it threatens public health or safety.

2. Aesthetic requirements:

- a. Frames, support brackets, or any visible piping or wiring must be of a silver, bronze or black tone, whichever blends most effectively with the roof color;
- b. Panels must blend to the greatest extent possible with existing roof color.

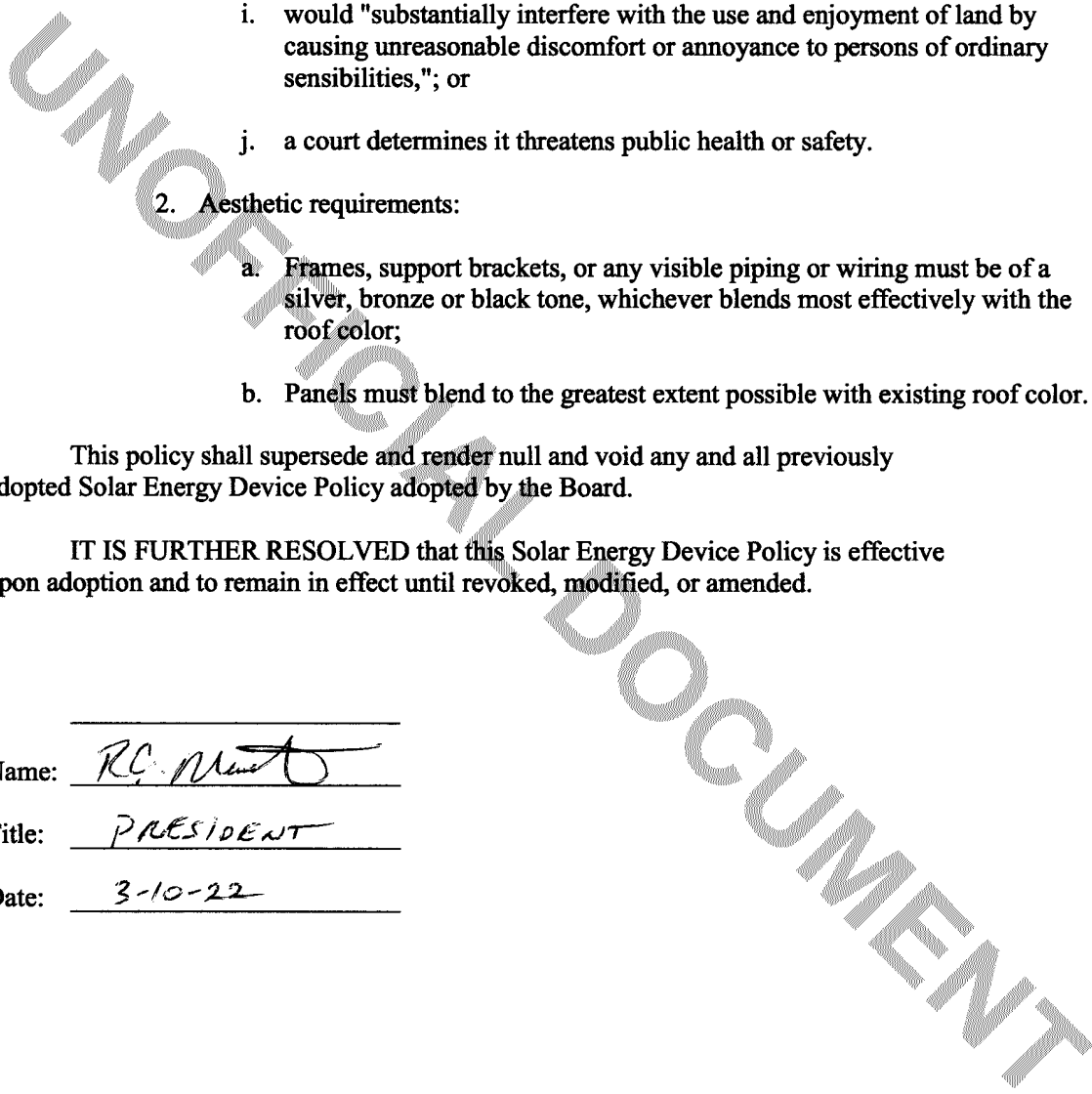
This policy shall supersede and render null and void any and all previously adopted Solar Energy Device Policy adopted by the Board.

IT IS FURTHER RESOLVED that this Solar Energy Device Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.

Name: RC. Munt

Title: PRESIDENT

Date: 3-10-22





**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Policy Regarding Certain Roofing Material**

WHEREAS, the Board of Directors of the Homeowner's Association of Melia Ranch, Inc., (the "Association") wishes to adopt certain limitations on roofing materials pursuant to Section 202.011 of the Texas Property Code;

WHEREAS, the Texas Legislature passed House Bill 362 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which gives owners the right to install shingles of certain materials. However, certain restrictions are permissible.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, that the following guidelines for certain roofing materials are established by the Board of Directors:

1. The Association may not prohibit or restrict an owner who is otherwise authorized to install shingles that:
  - a) Are designed primarily to;
    - i) Be wind and hail resistant;
    - ii) Provide heating and cooling efficiencies greater than those provided by customary composite shingles;
    - iii) Provide solar generation capabilities; and
  - b) When installed;
    - i) Resemble shingles used or otherwise authorized for use on property in the subdivision;
    - ii) Are more durable than and are of equal or superior quality to the other shingles used or approved to be used on other property;

- iii) Match the aesthetics of the property surrounding the owner's property.

In the event of a conflict between this Policy and any other previously adopted policy pertaining to Roofing Material adopted by the Board, this Policy shall prevail.

IT IS FURTHER RESOLVED that this Roofing Material Policy is effective upon adoption and to remain in effect until revoked, modified, or amended.

Name: RC. M...  
Title: PRESIDENT  
Date: 3-10-22

UNOFFICIAL DOCUMENT

**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.**

**Rainwater Collection Device Policy**

WHEREAS, the Board of Directors of the Homeowner's Association of Melia Ranch, Inc., (the "Association") is permitted to adopt specific limitations on certain rain barrels and rainwater harvesting systems; pursuant to Section 202.007(d) of the Texas Property Code;

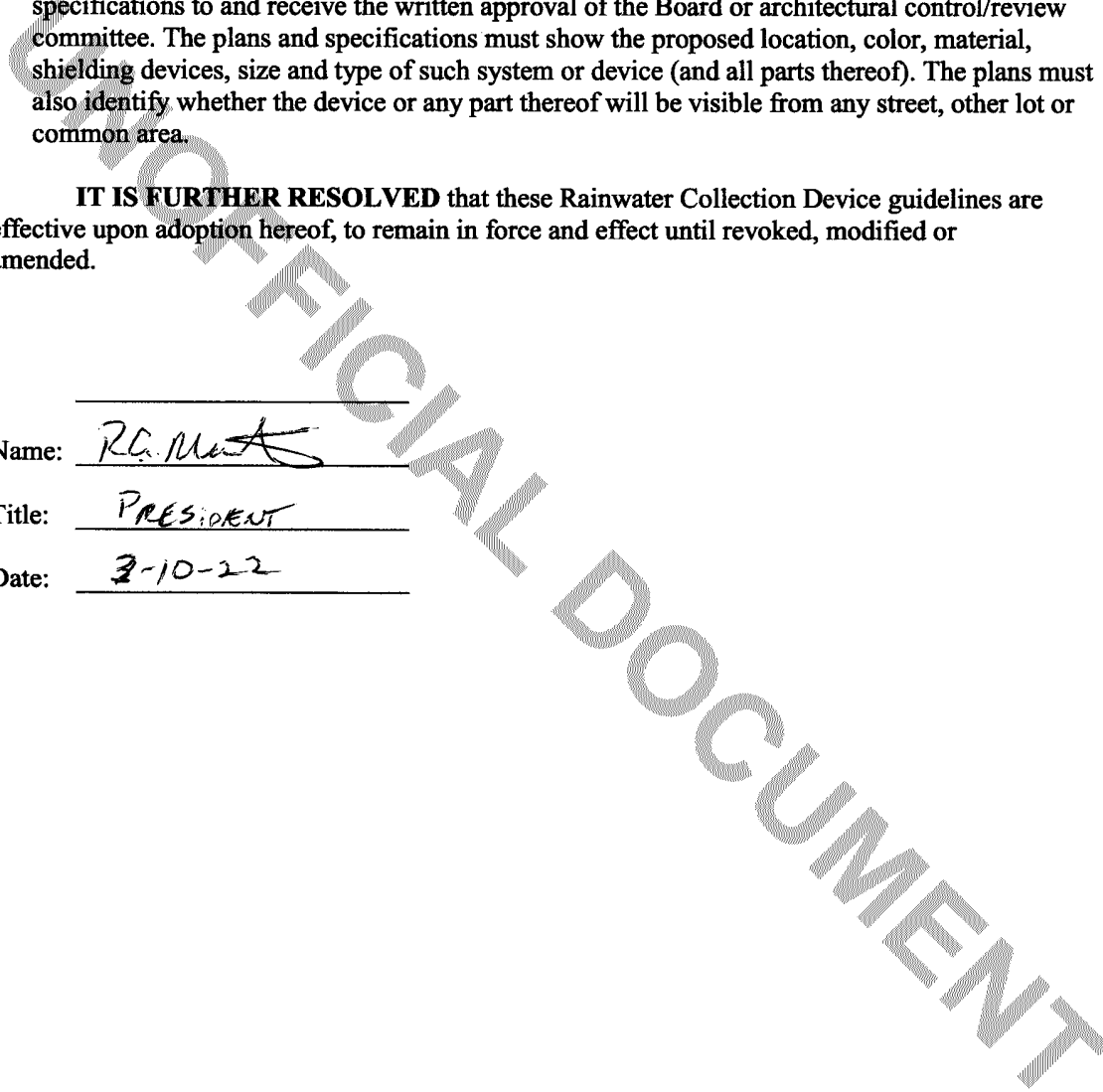
NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.007(d) of the Texas Property Code, the following guidelines are established by the Board:

1. An owner may not install a rain barrel or rainwater harvesting system if:
  - a. such device is to be installed in or on property:
    - i. owned by the Association;
    - ii. owned in common by the members of the Association; or
    - iii. located between the front of the owner's home and an adjoining or adjacent street;  
or
  - b. the barrel or system:
    - i. is of a color other than a color consistent with the color scheme of the owner's home; or
    - ii. displays any language or other content that is not typically displayed by such a barrel or system as it is manufactured.
2. The Association may regulate the size, type, and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot, or a common area if:
  - a. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
  - b. there is a reasonably sufficient area on the owner's property in which to install the device or appurtenance.
3. In order to enforce these regulations, an owner must receive written approval from the Board or the architectural control or review committee (if one exists) prior to installing any rain barrel or

rainwater harvesting system. Accordingly, prior to installation, an owner must submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, color, material, shielding devices, size and type of such system or device (and all parts thereof). The plans must also identify whether the device or any part thereof will be visible from any street, other lot or common area.

**IT IS FURTHER RESOLVED** that these Rainwater Collection Device guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

Name: RC. MONTAGNA  
Title: PRESIDENT  
Date: 3-10-22



**THE HOMEOWNER'S ASSOCIATION OF MELIA RANCH, INC.****Flag Display Policy**

WHEREAS, the Board of Directors of the Homeowner's Association of Melia Ranch, Inc., (the "Association") is permitted to adopt specific limitations on certain flag displays pursuant to Section 202.011 of the Texas Property Code;

WHEREAS, the Texas Legislature passed House Bill 2779 which amends Chapter 202 of the Texas Property Code by adding Section 202.011 which prevents associations from prohibiting certain flag displays.

NOW, THEREFORE, IT IS RESOLVED, in order to comply with Section 202.011 of the Texas Property Code, the following guideline is established by the Board:

1. An owner or resident may display:
  - a. the flag of the United States of America;
  - b. the flag of the State of Texas; or
  - c. an official or replica flag of any branch of the United States armed forces.
2. An owner may only display a flag in A. above if such display meets the following criteria:
  - a. a flag of the United States must be displayed in accordance with 4 U.S. C. Sections 5-10;
  - b. a flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
  - c. a flagpole attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
  - d. the display of a flag or the location and construction of the supporting flagpole must comply with applicable zoning ordinances, easements and setbacks of record;
  - e. a displayed flag and the flagpole on which it is flown must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
3. The Association hereby adopts the following additional restrictions on the display of flags on an owner's lot:
  - a. an owner may not install a flagpole which is greater than twenty feet (20') in height;
  - b. an owner may not install more than one flagpole on the owner's property;

- c. any flag displayed must not be greater than 3' x 5' in size;
  - d. any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed;
  - e. an owner may not install lights to illuminate a displayed flag which, due to their size, location or intensity, constitute a nuisance;
  - f. an owner may not locate a displayed flag or flagpole on property that is:
    - i. owned or maintained by the Association; or
    - ii. owned in common by the members of the Association.
4. Prior to erecting or installing a flag and/or flag pole, an owner must first submit plans and specifications to and receive the written approval of the Board or architectural control/review committee. The plans and specifications must show the proposed location, material, size and type of such flag and flagpole (and all parts thereof, including any lights to illuminate a displayed flag).

**IT IS FURTHER RESOLVED** that these Flag Display Guidelines are effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

Name: RC. Mont  
 Title: PRESIDENT  
 Date: 3-10-22



FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS OF  
 TARRANT COUNTY, TEXAS  
 03/31/2022 12:18 PM

D222083856  
 NOTICE  
 Pages: 22  
 Fees: \$103.00

*Mary Louise Nicholson*  
 MARY LOUISE NICHOLSON  
 COUNTY CLERK