

**THE HOMEOWNERS ASSOCIATION OF FOUNTAIN PARK, INC.  
FIRST AMENDMENTS TO THE COMMUNITY POLICIES**

STATE OF TEXAS                    §  
  §    KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TARRANT         §

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

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

NOW, THEREFORE, the Board has duly adopted amendments to the Community Policies initially filed January 11, 2012 as instrument number D212008022 in the deed records of the Tarrant County Clerk. The amendments consist of one new section and 8 amended sections, as stated below:

- 1) A new section on Holiday Decorations shall be added:

**HOLIDAY DECORATIONS**

The installation of holiday decorations can be accomplished 30 days before each particular holiday and should be removed within 15 days after the holiday.

The hours of illumination will not be regulated at this time, but they should not be disruptive to your neighbors.

- 2) The section titled **FENCES** that begins on page 14 shall be deleted in its entirety and replaced with the following:

**FENCES**

All fences must comply with the Fountain Park Declaration of Covenants, Conditions and Restrictions.

All homes require a fence. Unless approved by the ACC, the fencing should be no more than 6.5 feet in height and have slats measuring 3.5 inches to 6 inches wide installed vertically only. The smooth or "good side" shall be facing the street on the front side of all lots. Corner lots require the smooth side out on front side, side lot lines, and all other parts of the fence visible from any street.

All fencing shall be of wood material with wooden or steel post. Any other material requires ACC approval.

Extending or adding to the top of a fence is not allowed.

Fences must be maintained in good condition, with no loose or broken boards.

The ACC may approve a fence height of 8 feet under the following conditions:

- A. When the side or rear area of two lots are elevated and/or the design of the two homes is such that an 8 foot fence would provide more privacy for each lot owner. Approval for the increase in height, however, may be conditioned on each of the two lot owners that are affected agreeing (in writing) that they wish to have the additional height.
- B. When the side or rear area of a single lot is continuous to land (developed or undeveloped) that is not part of the Fountain Park sub-division.
- C. Along the side area of a lot where the elevation of a lot is higher than the area where the fence is to be installed.

Any staining of fence other than to a previously approved and applied color must be approved by the ACC.

Approved stains are as follows:

BEHR STAINS (***TRANSLUCENT STAINS ONLY, NO SOLID COLORS OR PAINT***)

DP 391 - CEDAR

DP 374 - ANTIQUE BRASS

DP 533 - CEDAR NATURAL TONE

CABOT STAINS (***SEMI-TRANSPARENT ONLY***)

OAK BROWN

CORDOVAN BROWN

MISSION BROWN

*IRON FENCES:* On lots opening onto a public park, open space common area, or green belt, the Owner is required to erect and /or maintain an iron fence on that portion of the lot that is contiguous and adjacent to the open space, Public Park, common area and /or greenbelt. The iron fence must be at least 4 feet tall and may not exceed 6 feet in height. The iron fence must be uniform throughout any particular section or phase of the subdivision and the ACC must approve the details for the iron fence in writing.

Any fencing not connected to a neighboring fence must be submitted for ACC approval.

- 3) The section titled **LANDSCAPING & LANDSCAPE MAINTENANCE** that begins on page 17 shall be deleted in its entirety and replaced with the following:

### **LANDSCAPING & LANDSCAPE MAINTENANCE**

Every homeowner shall maintain his or her lot, structures of the lot, and landscaping in good condition and repairs, including but not limited to:

- There must be a distinct separation between the lawn and the flowerbeds and adding a border of any kind requires ACC approval.
- Any tree or shrub which dies must be replaced within 30 days. Stumps must be removed entirely.
- All areas between the curb and sidewalk shall be grass. Planting of trees or shrubs in this linear area is prohibited unless by special approval of the ACC.
- Permanent placement of barbeque grills in the front or side yard is prohibited.
- Woodpiles must be kept in the rear yard only and screened to conceal them from view of neighbors and streets.
- External improvements such as pools, trellis structures, patios and similar improvements do require special approval. Care should be taken in locating such rear or side yard improvements so as to respect the privacy privileges of rear yard utilization by adjoining lots. Homes that have side yards that abut the street

should take special precautions for locations of children's play equipment, arbors, accessory buildings and similar structures that can be seen from the street. These structures shall be screened and sited away from view when possible. They must always receive ACC approval before being installed.

- 4) The section titled **SWIMMING POOLS, HOT TUBS & SPAS** that begins on page 22 shall be deleted in its entirety and replaced with the following:

**SWIMMING POOLS, HOT TUBS & SPAS**

Swimming pools, hot tubs & spas are subject to the review and approval by the ACC to insure that the below guidelines are met.

No pool, hot tub or spa of any type may encroach into any utility easement unless the utility companies involved have granted their written consent to such encroachment. Decking encroachment also requires a consent agreement. Copies of the consent granted by the utility companies must be received prior to ACC approval.

It is preferable that any pool, hot tub or spa should be located at least 5 feet from a side and rear lot line to maintain proper drainage on the lot. However, a minimum of 3 feet will be allowed in certain instances, upon ACC approval. The pool must meet all building line and easement restrictions on the recorded plat. It is the homeowner's responsibility to provide this information and include it in the request.

Pools may only be constructed in the backyard.

All gate openings to any such area shall be closed with a self-closing and self-locking gate of the same construction and material as the fence.

Above ground pools may be allowed temporarily; as long as they are not above 3 feet in height and will be removed after Labor Day. Metal construction type pools with or without decking are not permitted. Above ground spas, Jacuzzis or hot tubs are allowed provided they are deemed by the Board of Directors as screened from public view by landscaping or privacy fencing.

Pools, hot tubs or spas are to be installed so that they do not drain onto any neighboring lot.

All newly installed pools, hot tubs and spas are required to meet all state and local codes and all required permits must be acquired prior to installation.

- 5) The section titled **SOLAR SCREENS & SOLAR FILM** that begins on page 22 shall be deleted in its entirety and replaced with the following:

**SOLAR SCREENS & SOLAR FILM** (See also COMMUNITY POLICIES "Window Treatments/Coverings," Page 42)

ALL solar screens, sunscreens and solar film must be approved by the ACC and must be professionally installed. Any such screen shall be complementary to the brick and trim exterior of the home. Solar film and screens must be of the non-reflective type with samples to be approved by the ACC prior to installation.

6) The section titled **COLLECTION POLICY AND PROCEDURES** that begins on page 26 shall be deleted in its entirety and replaced with the following:

**Collection Policy and Procedures**

The owner’s payment of Association dues and/or other assessments (the “Assessments”) is essential to provide necessary services and pay for financial responsibilities of the Association for the benefit of all owners. These Assessments are a legal obligation of each owner and their property pursuant to filed governing documents of the Association. As a courtesy, notice of Assessments will be mailed approximately 30 days prior to the due date to each owner indicating the amount due.

It is the obligation of all owners to provide immediate written notice to the Association’s Manager of any and all filings made in the United States Bankruptcy courts. Moreover, it is the obligation of all owners requesting relief under the Servicemembers Civil Relief Act to provide written notice to the Association’s Manager, as required by law. The Association shall not be liable for information they were not provided regarding these matters.

The Board may disclose in Association newsletters and by other means: (1) the names of owners who are delinquent in any sums due to the Association; (2) the amount of the delinquencies; (3) the names of rule violators and (4) any and all other disciplinary action taken against owners. Any and all expenses necessary for the enforcement of the Association’s governing documents and the collection of Assessments due to the Association by each owner, shall be the obligation of the owner.

Assessments or Dues are quarterly, and are due on the first day of January, April, July and October\*\*, and may be paid with a check or money order that is mailed (or delivered) to the Association Manager. When making a payment, be sure to provide your Lot address so that proper credit can be given. Payment from owners shall be applied to the owner’s outstanding debt to the Association in accordance to State law’s required priority of payment. Lastly, it is the owner’s responsibility to pre-pay for the release of any Notice of Assessment Lien if one is ever filed against owner’s property by the Association.

**In the Event any Assessment or Dues Payment becomes 15 Days Delinquent:**

If the amount is \$25.00 or more, on the 16<sup>th</sup> of the month, a delinquency notice will be sent to the owner and a \$25.00\*\* late fee will be added to the owner’s account on a recurring monthly basis that the delinquency continues. Notification of the delinquency, as well as the amount of fines charged (if any) will be provided by mail to the owner’s address of record.

**In the Event any Assessment or Dues Payment becomes 45 Days Delinquent:**

The Association will send a final notice via certified mail to the owner’s address of record to give them one last opportunity to pay the balance in full or enter into an approved Payment Plan before the account is turned over to the Association’s attorney for further legal collection efforts.

If the Association is forced to turn owner’s account over to their attorney for enforcement of the Association’s governing documents and/or the collection of Assessments, the following approximate costs could be included on owner’s account.

Demand letter	\$125.00 and up
Title Report	\$150.00 and up
Letter to lien holders	\$150.00 and up

Draft and file notice of Assessment lien	\$250.00 and up
Draft and file release of Assessment lien	\$150.00 and up
File request for order on expedited foreclosure	\$1,000.00 and up
Court appearance	\$500.00 and up
File notice of sale on line	\$200.00 and up
Non-judicial foreclosure action	\$500.00 and up
Hourly legal fees	\$200.00 and up

In addition to the legal costs listed above, the \$10.00\*\* collection fee and the \$25.00\*\* late fee will be added each and every month that a balance remains due.

In the event any check is returned unpaid by the financial institution, an additional fee of \$30.00\*\* shall be charged to owner.

**In the Event any Assessment Becomes 75 Days Delinquent:**

The Association will hire its attorney to (1) send a demand letter; (2) file a notice of the Assessment lien on the owner’s lot with the County Clerk’s office; (3) provide a notice of the Assessment lien to all lienholders of record on the owner’s lot, including owner’s mortgage company; (4) file a request for an order to proceed with an expedited foreclosure with the District Court; (5) file a notice of sale and foreclose on the lien; and (5) take all actions in equity and law to collect such debt, in accordance with State law. Once the account is turned over to the Association’s attorney for initiation of legal proceedings, a collection fee of \$10.00\*\* per month will also be added to the owner’s account.

Attorney fees, collection fees, court costs and filing fees and/or any other related expenses necessary to collect the debt, file the Notice of Assessment lien and to foreclose on that lien will be assessed against each individual owner and the lot as a continuing legal obligation, as allowed by law.

**Otherwise, there will be no exceptions to this  
Collection Policy and Procedures with these to apply to everyone.**

**Payment Plans**

1. Owners are entitled to make partial payments for amounts owed to the Association only under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection-related fees will not be added to the owner’s account while the Payment Plan is active. The Association may impose a Payment Plan Administrative Fee for administering a Payment Plan. Such fee will be computed on the Payment Plan form and may be amended, with notice.
3. All Payment Plans must be in writing on the form provided by the Association.
4. The Payment Plan becomes effective and is designated as “active” upon:
  - a. receipt of a fully completed and signed Payment Plan form; and
  - b. receipt of the first payment under the plan; and
  - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months, based upon amount of outstanding obligation and owner’s ability to pay.

6. A Payment Plan must include sequential, equal monthly payments. The total of all proposed payments must equal the current balance plus the Payment Plan Administrative Fees. The Payment Plan Administrative Fee amount varies dependent on outstanding obligation, from \$100.00 to \$180.00\*\*.
7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
8. If an owner fails to make payments as specified in the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan may be voided if the owner:
  - a. misses a payment due in a calendar month; or
  - b. makes a payment for less than the agreed upon amount; or
  - c. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
9. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

\*\*or as amended and filed of record by the Association and/or its Board

- 7) The section titled **LANDSCAPING** that begins on page 33 shall be deleted in its entirety and replaced with the following:

**LANDSCAPING (Common Areas & Personal Property) & LANDSCAPING MAINTENANCE**

- No landscaping on Association Common Property is permitted without approval of the Board.
- The landscaping of each Lot is the responsibility of the Owner. Landscaping must be mowed and edged as needed and be void of weeds and/or clutter (including bicycles, toys, trash cans etc.)
- Proper maintenance includes weeding, watering, mowing and edging along sidewalks, driveways and flowerbeds of all lawns, and Pruning and trimming of all trees, hedges, and shrubbery to present a neat appearance and to avoid obstructing the view of motorists and pedestrians of street traffic.
- Sidewalk, driveway, and road must be kept clear of grass clippings and edging debris. All grass clippings and edging debris must be picked up and not blown and left in the road or down the storm drains. They just end up in the ponds/lakes, where they promote algae. A good option is to mulch your grass clippings back onto the lawn to decompose and feed the turf instead. Clippings that result in visible "clumps" should be removed.
- Toys, bicycles, skateboard, etc., should be properly stored after each use out of public view.
- Garden hoses, wheelbarrows, garden tools shall be stored after each use out of public view.
- Rear yard and fenced side yard landscaping is generally at the discretion of the individual homeowner, but must always be properly maintained.

- Driveways must be kept clear of debris and be serviceable. Debris would include car parts, cut brush, trash or other items.
  - Shrubs that are visible from the street Lot are not permitted to cover more than one-half (1/2) of any window. Trees or shrubs may not be planted in such a manner as to interfere with the sidewalk. In the event any Owner fails to fulfill their obligation in this regard, the Association may cause the landscaping to be serviced with the Owner assessed all charges and/or fines may be assessed.
- 8) The section titled **SIGNAGE** that begins on page 41 shall be deleted in its entirety and replaced with the following:

### **SIGNAGE**

No signs or notices of any kind shall be affixed to existing fences, gates, call boxes, light poles, HOA related signs or structures on any Lot or common area for public view (including posted in a window or the exterior of a Dwelling) except for one (1) professional sign of not more than 2 feet by 3 feet advertising the Residence for rent or sale and (1) election sign per candidate or issue for an election that is within 90 days of being held. Once the election is over signs must be removed within 10 days. Open house signs and directional signs are permitted on the day of open house and shall promptly be removed at the conclusion of the open house. None shall be placed on the HOA common areas but may be placed in the median between the curb and the sidewalk. THERE WILL BE NO POSTING OF YOUR GATE ACCESS CODE ON YOUR SIGNS OR ON THE GATE CALL BOX. YOUR VISITORS WILL HAVE TO CALL YOU OR YOUR REPRESENTATIVE TO GAIN ACCESS. No sign of any kind shall be affixed to fences or gates or to traffic, neighborhood watch, or other HOA notice signs. The Board of Directors or their agents shall have the right to remove any sign, billboard or other advertising structure that does not comply and, in so doing, shall not be subject to any liability for trespass or other liability in connection with such removal. Small security service I.D. signs and those identifying school-sponsored activities shall be allowed provided however that these are not deemed to be a nuisance and/or violate any City Ordinances. This includes any vehicle containing signage that the Board deems to be a nuisance.

- 9) The section titled **TRASH** that begins on page 42 shall be deleted in its entirety and replaced with the following:

### **TRASH**

The disposal of any trash items must fully comply with City Ordinances. Household Residential garbage collection is provided twice weekly for paying customers who reside inside the city limits. Residents may place their household garbage near their curb by 7:00 AM on their scheduled collection day, but not before 7 p.m. the day prior to your scheduled pickup. Emptied containers are to be removed from the curb no later than 7 a.m. on the day after the scheduled pickup. Trash must be placed in bags or bags in containers (loose trash in cans easily becomes litter in the neighborhood).

The First Amendments to the Community Policies in the format herein were approved and adopted by the Board of Directors of the Homeowners Association of Fountain Park, Inc. on this 6<sup>th</sup> day of January, 2013.4  
KAL

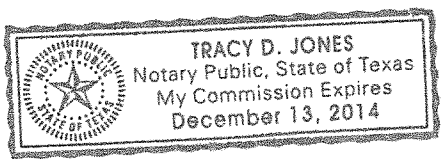
Kassie Rangel  
President, Kassie Rangel  
Homeowners Association of Fountain Park, Inc.

Thomas Gassert  
Vice President, Thomas Gassert  
Homeowners Association of Fountain Park, Inc.

STATE OF TEXAS §  
COUNTY OF TARRANT §

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

Given under my hand and seal of office this 6 day of January, 2013.4  
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Tracy D. Jones  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TARRANT §

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas



MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

FOUNTAIN PARK HOMEOWNERS ASSOCIATION  
1108 W PIONEER PKWY  
ARLINGTON, TX 76013

Submitter: FOUNTAIN PARK  
HOMEOWNERS ASSOCIATION

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/31/2014 1:49 PM

Instrument #: D214019962

OPR

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PGS

\$44.00

By: \_\_\_\_\_

*Mary Louise Garcia*

D214019962

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.