



**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Heritage Grand Homeowners Association, Inc., a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded: 1.) **Architectural Rules & Regulations of Heritage Grand Homeowners Association (replaces and supersedes the ARC Rules and Regulations recorded November 14, 2011, under County Clerk’s File No. 201114388 in the Official Public Records of Fort Bend County, Texas);** and 2.) **Heritage Grand Architectural Policies.**

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Heritage Grand, a subdivision in Fort Bend County, Texas, according to the map or plat thereof, described in and recorded under Fort Bend County Clerk's File Nos. 2002110671, 2002130629, 2003168462 and any and all Supplemental Declarations and Amendments, and Slide No. 2004-0217/2004-143041 of the Map Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
- 2) Declaration of Covenants, Conditions and Restrictions for Heritage Grand filed October 10, 2002, under County Clerk’s File No. 2002110671 in the Official Public Records of Fort Bend County, Texas

- 3) Supplemental Declaration of Covenants Conditions, & Restrictions for Heritage Grand filed under County Clerk's File No. 2003168462 in the Official Public Records of Fort Bend County, Texas.
- 4) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand filed under County Clerk's File No. 2003169980 in the Official Public Records of Fort Bend County, Texas.
- 5) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand (Amendment) filed under County Clerk's File No. 2004150955 in the Official Public Records of Fort Bend County, Texas.
- 6) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Sections 10, 14, and 24 filed under County Clerk's File No. 2004026177 in the Official Public Records of Fort Bend County, Texas.
- 7) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Sections 10, 14, 24 filed under County Clerk's File No. 2004062994 in the Official Public Records of Fort Bend County, Texas.
- 8) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Sections 14 and 24 filed under County Clerk's File No. 2004094385 in the Official Public Records of Fort Bend County, Texas.
- 9) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Balance of Section 27 filed under County Clerk's File No. 2005138585 in the Official Public Records of Fort Bend County, Texas.
- 10) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Section 30 filed under County Clerk's File No. 2007120245 in the Official Public Records of Fort Bend County, Texas.
- 11) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed June 16, 2011, under County Clerk's File No. 2011057142 in the Official Public Records of Fort Bend County, Texas.
- 12) Heritage Grand Homeowners Association, Inc. Resolution and Guidelines Regarding Regulation of Certain Roofing Materials, Policy Regarding Records Retention, Inspection & Production, Resolution and Guidelines Regarding Regulation of Flag Display, Resolution and Guidelines Regarding Regulation of Composting Devices, Rain Barrels, Harvesting Devices, and Irrigation Systems, Regulation and Guidelines Regarding Solar Energy Devices, Resolution and Guidelines Regarding Regulation of Display of Certain Religious Items, and Policy Regarding Alternative Payment Schedules recorded October 21, 2011, under County Clerk's File No. 2011105391 in the Official Public Records of Fort Bend County, Texas.
- 13) Clubhouse and Common Area Rules and Regulations of Heritage Grand Homeowners Association, Inc. recorded November 14, 2011, under County Clerk's File No. 2011114387 in the Official Public Records of Fort Bend County, Texas.

- 14) Architectural Review Committee (ARC) Rules and Regulations of Heritage Grand Homeowners Association, Inc. recorded November 14, 2011, under County Clerk's File No. 2011114388 in the Official Public Records of Fort Bend County, Texas.
- 15) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: General Guidelines Regarding Items Covered by Association Assessments for Heritage Grand Homeowners Association, Inc. filed December 1, 2011, under County Clerk's File No. 2011120018 in the Official Public Records of Fort Bend County, Texas.
- 16) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: Association Rules and Regulations of Heritage Grand Homeowners Association, Inc. filed December 29, 2011 under County Clerk's File No. 2011130434 in the Official Public Records of Fort Bend County, Texas.
- 17) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed November 14, 2013 under County Clerk's File No. 2013143741 in the Official Public Records of Fort Bend County, Texas.
- 18) Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed March 13, 2018, under County Clerk's File No. 2018026262 Official Public Records of Fort Bend County, Texas.
- 19) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded document: Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed July 19, 2018 under County Clerk's File No. 2018080521 in the Official Public Records of Fort Bend County, Texas

SIGNED on this the 24th day of June 2019.



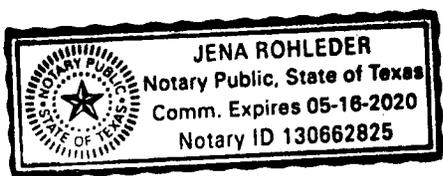
**Sarah B. Gerdes, Attorney and Agent for
Heritage Grand Homeowners Association, Inc.**

VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 24th day of June 2019.



[Handwritten Signature]

Notary Public – State of Texas

AFTER RECORDING, RETURN TO:



6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479



ARCHITECTURAL RULES & REGULATIONS

OF

HERITAGE GRAND HOMEOWNERS ASSOCIATION

(A Texas non-profit corporation)

TWO MAJOR COMPONENTS

- **Architectural Rules & Regulations**
 - Buildings/Facilities Rules & Regulations**
 - Grounds/Landscaping Rules & Regulations**
- **Appendices**

(Effective June 11, 2019)

TABLE OF CONTENTS

| | | |
|---------------|--|----|
| Article 1. | ARCHITECTURAL RULES & REGULATIONS | 6 |
| Part A. | <i>Definitions</i> | 6 |
| Part B. | <i>Overview</i> | 9 |
| Part C. | <i>Buildings / Facilities Rules</i> | 10 |
| Section 1. | General Rules | 10 |
| Subsection 1. | General Considerations | 10 |
| Subsection 2. | Size and Location | 10 |
| Subsection 3. | Materials | 11 |
| Subsection 4. | Landscape Screening | 11 |
| Subsection 5. | Roof Extensions | 11 |
| Subsection 6. | Structural Support | 11 |
| Subsection 7. | Climate Control Devices..... | 12 |
| Section 2. | Building Extensions | 12 |
| Subsection 1. | Patio / Decks Descriptions | 12 |
| Subsection 2. | Patio Enclosures..... | 12 |
| Subsection 3. | Sunrooms..... | 12 |
| Subsection 4. | Covered Patio Structures and Sun Screening Devices | 12 |
| Section 3. | Free Standing Buildings..... | 12 |
| Subsection 1. | Arbors and Pergolas..... | 12 |
| Subsection 2. | Gazebos | 13 |
| Subsection 3. | Storage Buildings (Sheds) | 13 |
| Section 4. | Renovations | 13 |
| Subsection 1. | Atrium..... | 13 |
| Subsection 2. | Screened Porch | 14 |
| Section 5. | Roof Replacement..... | 14 |
| Subsection 1. | Roofing Materials | 14 |
| Subsection 2. | Roofing Construction | 14 |
| Section 6. | Antennas and Satellite Dishes..... | 14 |
| Section 7. | Exterior Siding | 15 |
| Section 8. | House Exterior Lights (non-landscaping) | 15 |
| Subsection 1. | General Rules..... | 15 |

| | |
|--|----|
| Subsection 2. Coach Lights | 15 |
| Section 9. Garage Conversions | 15 |
| Section 10. Painting, Exterior | 15 |
| Subsection 1. General Requirements | 15 |
| Subsection 2. Color Modifications | 16 |
| Section 11. Shutters | 16 |
| Subsection 1. General Rules | 16 |
| Section 12. House Gutters | 16 |
| Subsection 1. General Rules | 16 |
| Section 13. Window and Door Treatments | 17 |
| Subsection 1. Solar Screens | 17 |
| Subsection 2. Storm Doors | 17 |
| Subsection 3. Window Film | 17 |
| Subsection 4. Hurricane Shutters | 17 |
| Section 14. Window & Door Replacement | 17 |
| Subsection 1. General Rules | 17 |
| Subsection 2. Metal Doors | 18 |
| Subsection 3. Wood Doors | 18 |
| Subsection 4. Windows | 18 |
| Section 15. Front Door Maintenance | 18 |
| Section 16. Front Door Upgrade | 18 |
| Section 17. Driveways | 19 |
| Subsection 1. General Rules | 19 |
| Subsection 2. Painting / Staining | 19 |
| Subsection 3. Replacement or Repair | 19 |
| Subsection 4. Driveway Walkway Expansion (DWE) | 19 |
| Section 18. Streets, Curbs, Gutters and Drains | 19 |
| Subsection 1. General Rules | 19 |
| Section 19. Walkways | 19 |
| Subsection 1. General Rules | 20 |
| Section 20. Functional Fence Types | 20 |
| Subsection 1. General Fence Rules | 20 |
| Subsection 2. Common Area Fences | 20 |
| Subsection 3. Perimeter Fences | 21 |

| | |
|--|-----------|
| Subsection 4. Party Fences..... | 21 |
| Section 21. Solar Energy Device | 21 |
| Subsection 1. Definition | 21 |
| Subsection 2. General Rules..... | 21 |
| Section 22. Permanent Generators | 21 |
| Subsection 1. General Rules..... | 22 |
| Subsection 2. Installation | 22 |
| Section 23. Pools, Spas, Hot Tubs and Ponds (Water Gardens) | 22 |
| Subsection 1. Pool Buildings | 22 |
| Subsection 2. Application..... | 23 |
| Subsection 3. General Rules..... | 23 |
| Subsection 4. Security..... | 23 |
| Subsection 5. Maintenance..... | 24 |
| <i>Part D. Grounds / Landscaping Rules & Regulations</i> | <i>25</i> |
| Section 1. General Landscape Rules | 25 |
| Section 2. Front Yard – General Landscape Rules..... | 25 |
| Section 3. Back Yard – General Landscape Rules..... | 26 |
| Section 4. Corner Lots & Common Area Side Yards | 26 |
| Subsection 1. Location & Definition..... | 26 |
| Subsection 2. Responsibility..... | 26 |
| Section 5. Front Yard Tree | 26 |
| Subsection 1. Requirement | 26 |
| Subsection 2. Responsibility..... | 26 |
| Subsection 3. Replacement – Primary Trees..... | 27 |
| Subsection 4. Placement..... | 27 |
| Section 6. Front Yard Planting Beds..... | 27 |
| Subsection 1. Size and Placement..... | 27 |
| Subsection 2. Prohibited Plantings | 27 |
| Section 7. Front Yard Accents | 27 |
| Subsection 1. General Guidelines | 27 |
| Subsection 2. Approved Accents..... | 28 |
| Section 8. Front Yard (Outdoor) Furniture..... | 28 |
| Subsection 1. General Rules..... | 28 |
| Section 9. Front Yard Accessories | 28 |

| | |
|--|-----------|
| Subsection 1. Front Yard Accessories – General Rules | 28 |
| Subsection 2. Prohibited Front Yard Accessories | 28 |
| Subsection 3. Front Yard Plant Containers..... | 28 |
| Subsection 4. Front Yard Garden Banner..... | 28 |
| Subsection 5. Hanging Baskets:..... | 29 |
| Subsection 6. Yard Art..... | 29 |
| Subsection 7. Seasonal Accessories | 29 |
| Section 10. Miscellaneous Front Yard Items | 29 |
| Subsection 1. Trellis Rules | 29 |
| Subsection 2. Hoses and Hose Holders | 29 |
| Section 11. Front Yard Exterior Landscape Lighting | 29 |
| Section 12. Composting Devices..... | 30 |
| Section 13. Rainwater Harvesting | 30 |
| Section 14. Irrigation and Drainage..... | 30 |
| Subsection 1. Irrigation System Rules | 30 |
| Subsection 2. Surface Drainage..... | 30 |
| Subsection 3. French (Box) Drains | 30 |
| Section 15. Holiday and Event Decorations..... | 31 |
| Subsection 1. General Rules..... | 31 |
| Section 16. Back Yard | 31 |
| Subsection 1. General Rules..... | 31 |
| Subsection 2. Trees and Bushes | 31 |
| Subsection 3. Planting Beds | 31 |
| Subsection 4. Fountains | 32 |
| Subsection 5. Fire Pits | 32 |
| APPENDIX A: Holiday Decoration Durations | 33 |
| Article 1. Decoration Categories | 33 |
| <i>Part A. Category 1 Holidays</i> | <i>33</i> |
| <i>Part B. Category 2 Holidays</i> | <i>33</i> |
| <i>Part C. Category 3 Holidays</i> | <i>33</i> |
| Appendix B: Heritage Grand Neighborhood Sections..... | 34 |
| Appendix C: Texas Property Code..... | 35 |
| APPENDIX D: Extensions & Outbuildings | 36 |

Article 1. ARCHITECTURAL RULES & REGULATIONS

Part A. Definitions

Terms used in this document have the following meanings:

| TERM | DEFINITION |
|---------------------------------|---|
| Address for Submission | Heritage Grand Homeowners Association, Inc Architectural Review Committee The Grand Club 25125 Heritage Grand Circle Katy, Texas 77494 |
| Aesthetic Considerations | Relating to "being in good taste" a purely subjective assessment authority provided to the reviewer (ARC or Board) as provided in Declarations Article VI Section 6. |
| ARC | Architectural Review Committee of the Association as provided for in the Declaration. |
| AR&R | Architectural Rules & Regulations (this document). Board approved rules for property modifications as specified in Declaration Article VI Section 6. See also "Rules" |
| AR&R Forms | Available at Clubhouse Front Desk |
| Association | Shall mean and refer to Heritage Grand Homeowners Association, Inc., a nonprofit Texas corporation, its successors and assigns. The Association shall be a homeowner association, as referred to in the Master Association (as defined in the Declaration). |
| Atrium | An, usually rectangular, open patio around which a house is built. |
| Back Yard | Property area located between the front boundary (house / Common Area Fence), the back boundary (Perimeter or Party Fence) and the side boundaries (Party Fences and/or Common Area Fence). |
| Board | Shall mean and refer to the Board of Directors of the Association |
| Community | Within this document shall refer to all of Heritage Grand. |
| Community Wide Standard | Shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association, but shall, in any event, meet or exceed the Community Wide Standard established pursuant to the Master CCR's. (Cinco Landscape Reserve Declaration) |

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| Declaration (Also Known As – CCR) | The Declaration of Covenants, Conditions and Restrictions for Heritage Grand residential property filed on October 10, 2002, the Official Public Records of Fort Bend County, Texas, as supplemented and amended from time to time. |
| Fence - Common | Fences facing streets and/or common areas within Heritage Grand |
| Fence - Party | Fences located between Heritage Grand adjoining Lots and/or Units not facing streets. |
| Fence - Perimeter | Fences that mark the outside boundaries of Heritage Grand |
| French Drain (Also Known As – Box Drains) | Term used to describe an underground drainage system for removal of surface water from the Back Yard to the street. (aka Box Drain) |
| Front Yard (Physical) | The area bounded by the front exposure of the Residence/Unit and the property's front-facing Common Area Fencing extended to the front curb. |
| Front Yard (Planting) | Front Yard less paved area (e.g., driveway, sidewalk). |
| Front Porch | Concreted area outside the Front Door, excluding the Primary Walkway |
| Heritage Grand | All Sections of Heritage Grand under the Jurisdiction of the Association. Also referred to as "HG" herein. |
| Landscape | The visible features of an area of land, its landforms and how they integrate with natural or man-made features. |
| Lot | Defined in the Declaration. Plot of land within Heritage Grand intended for ownership and use as a single-family detached residence. |
| Neighborhood Section | Those areas of Heritage Grand designated by the builder. See Appendix B for a map showing these areas. |
| Nuisance | An unclean, unhealthy, unsightly, or unkempt condition as identified by the Association. See also Declarations Article VI Section 3. |
| Owner | Shall mean and refer to the record Owner, whether one or more persons, of the fee simple title to any Lot or any Unit located within the Community as defined in the Declaration. |
| Permanent Structure | A structure that the Association determines is to be placed on the land for the foreseeable future, is affixed to the ground (includes "poured" slab and ponds) or must be disassembled to be moved. |
| POA | Property Owner Association or more commonly known as Homeowner Association. |
| Primary Tree | Trees selected by the Board that may be used in the Front Yard to satisfy the requirement for a single trunk tree. |

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| Primary Walkway | Term used for the private pedestrian walkway leading to the front door. |
| Property Managers | Professional, property management organization contracted and compensated by the Association to aid the Board. |
| Request Form | Application to be used by Owner when requesting modifications, alterations or new construction to any Residence, Unit or Lot. |
| Residence | Defined in the Declaration. Single family dwelling on a Lot |
| Rules | Means such rules and regulations, use restrictions and design/architectural guidelines promulgated from time to time by the Board of Directors which are applicable to Lots, Units and Common Property, and the Clubhouse, as amended. |
| Secondary Walkway | Term used for any private pedestrian walkway not leading to the front door. |
| Sidewalk | Term used for the Association owned and maintained concrete pedestrian walkways within Heritage Grand. |
| Texas Property Code | Laws applicable to a POA as passed by the Texas Legislature. Depending on applicability, the Texas Property Code may trump the Declaration. See Appendix C for more specifics. |
| Temporary Structure | Any structure the Association does not declare to be permanent. |
| Unit | Defined in the Declaration. Individual single family attached residence. (i.e., Americana's) |
| Use Restrictions | This term, found in the Declarations in the definition of Rules (see above), is not defined anywhere in the current governance material. For purposes of this document, while over-simplified, this term is associated with standards, in particular as described in Construction Standards. |
| Variance | For purposes of this document, A Board provided dispensation from an Association Rule or regulation. |

For additional "Defined Terms" associated with the Heritage Grand Governing Documents see:
[Section 1\(1\) Board Policies and Guidelines: General/Operational Policies and Guidelines](#)

Part B. Overview

The Board has established these Architectural Rules & Regulations (AR&R) in accordance with the authority granted by Article VI, Section 11 of the Declaration and Section 204.010 (a)(6) of the Texas Property Code. **In the case of any conflict with the terms of the Declaration and the AR&R, the terms of the Declaration shall take precedence; just as the Texas Property Code takes precedence over the Declaration.** Texas Property Code Title 11 – Restrictive Covenants; Chapter 202 deals with Construction and Enforcement of Restrictive Covenants. See Appendix “C” for further information on these legislative guidelines.

The Board may amend the AR&R from time to time, as it deems necessary and appropriate.

The PURPOSE of this AR&R is to maintain and enhance the overall aesthetics of the Community for the protection of overall Owner property values while assuring a uniform and fair interpretation of the Declaration. The AR&R represents the HG Owners' collectively approved methodology for achieving this purpose.

The Declaration established the Architecture Review Committee (ARC) as the reviewing authority to ensure compliance with the AR&R established by the Board. Its members are appointed by the Board, but it operates under the authority of the Declaration. (Note – Board may serve as ARC).

The Declaration requires owners obtain advance written approval from the Association for any buildings, additions, alterations or other modifications (even if not specifically mentioned herein) to their property (Residence, Lot or Unit). The approval of the Association (currently ARC) must be obtained **PRIOR TO INSTALLATION OR MODIFICATION**. Improvements made without prior approval may be subject to a fine per Article XII, Section 1 of the Declaration and/or other remedies. These efforts are to ensure that the improvements and/or modifications comply with the provisions of the Declaration and the AR&R. Note – Compliance with all governing laws and receipt of all required permits is the responsibility of the Owner.

Similarly, if an Owner fails or refuses to properly discharge their obligations to maintain, repair, or replace items for which they are responsible, the Association may perform such maintenance, repair, or replacement **at the Owner's expense** per Article V, Section 2 of the Declaration.

Acts of Nature constitute a special circumstance and will be handled on a case by case basis.

The Association expects Owners to comply with an approved application in good faith. However, the Association reserves the right to provide periodic, in-process and final inspections to confirm compliance, if it deems necessary.

The Board shall have final authority over the interpretation of the text contained within the AR&R.

Part C. Buildings / Facilities Rules

GUIDING PRINCIPLE: External architectural modifications or additions to a Residence, Lot or Unit shall be consistent with or complimentary to the main building (Residence or Unit) and Neighborhood Section.

Section 1. General Rules

Subsection 1. General Considerations

1. See also Appendix D – Extensions and Outbuildings
2. These structures must be in the Back Yard.
3. Construction modifications may not restrict drainage flow from the Back Yard to the street or divert water to an adjacent Lot.
4. The design and materials must be harmonious with the main residence in standard, type, quality and color.
5. No Extensions or Outbuildings (except storage buildings) shall be used for storage.
6. Wall heights for new construction shall be both complementary in presentation to the main structure and fit well with the Neighborhood Section within which it exists.
7. Association may request construction material samples in support of any request submitted to it.

Subsection 2. Size and Location

The size of the building or expansion will be governed by the size of the Lot, its location on the Lot and other uses of the Lot. No variance for the size of a structure will be permitted which violates the restrictions below:

Restrictions:

1. Attachment to the Residence or Unit
 - a. If not attached, there must be a enough distance away from the Residence or Unit to allow for painting and maintenance. It is estimated that at least 5 feet will be required to have enough access.
 - b. If attached, restriction does not apply.
2. Location Relative to Fences
 - a. Must be located 5 feet or more from any fence.
3. Utility and Right of Way Easements
 - a. No Permanent Structure may be constructed on these easements. (e.g., concrete slab)
 - b. Temporary Structure or portable construction placed on any utility easement is at Owner risk. (e.g., Unanchored Arbor or pavers)
 - c. Any cost associated with the removal or replacement of any construction (including landscaping) on an easement will be the liability of the Owner.
 - e. Easements could be 8 feet or more, Owner shall verify on plat to ensure compliance.
4. Lot Size
 - a. Construction of a building shall not be within 10 feet of another home.

5. Construction shall not violate any building set-back lines (the minimum distance a building or other structure must be set back from a street, road, fence, flood plain, etc.).

Subsection 3. **Materials**

1. All above ground structures shall be made of materials resistant to decay, such as weather resistant wood, engineered wood, masonry, paver stone or concrete.
2. The standard, type, quality and color of the materials used in the construction must be harmonious with the standard, type quality and color of the materials used in the construction of the main residence (i.e. brick home, structure must be bricking to match the home).
3. If masonry is used, either bricks, stucco that matches the house or concrete shall be used.
4. Corrugated roofing material is prohibited.
5. Wood shingles are prohibited.

Subsection 4. **Landscape Screening**

1. Additional permanent landscape screening shall be installed if required to restrict the observance of exterior facilities from the street.
2. If screening plants are required, the screening plants must be capable of fully screening the building within one growing season.

Subsection 5. **Roof Extensions**

1. New construction roof materials shall be consistent with roofing specifications (including, materials and color) as stated in Section 5 Subsection 1 Roofing Materials and have a minimum 4/12 slope (other than arbor, pergola or open trellis types).
2. Flat roofs are prohibited (except Pergolas as defined herein).
3. If the new structure (roof) is connected to the fascia board, then it must have a minimum nine-foot (9') clearance to the ground at the lowest point.
4. If the new structure is connected above the fascia into the existing roof or a vertical wall of the house, the fascia of the extended structure shall be at the height of the existing structure's fascia.

Subsection 6. **Structural Support**

1. All covers must be adequately supported: either properly designed for wind and gravity loading or use proven standard design.
2. Vertical supports must be painted wood, treated wood or metal columns.
3. Metal columns must be encased in an appropriate material to meet harmony requirements with house and Neighborhood Section.
4. Wall framing (e.g., screened porch) may be:
 - a. Treated Wood (painted to match the trim of the house);
 - b. Naturally rot resistant wood in its natural color (e.g. redwood or teak); or
 - c. Extruded aluminum with factory coating system utilizing standard color that best matches the house trim.
5. If required, additional columns shall be added to support wall framing.
6. Aluminum framed enclosure by reputable contractor is the Association preferred method.

Subsection 7. Climate Control Devices

1. For enclosed extensions: exposed air conditioning or heating ductwork shall not be permitted. Owner may tie existing climate control system into the room or use a "Split AC units".
2. Window units are not permitted.

Section 2. Building Extensions

Subsection 1. Patio / Decks Descriptions

1. Patio: An at-ground-level, usually reinforced concrete, outdoor area generally adjoining a house. Other materials such as flagstone or a manufactured paver stone may be used.
2. Deck: An above ground flat platform (usually wood). Deck surface shall not exceed twelve (12) inches above natural grade.

Subsection 2. Patio Enclosures

A patio enclosure is any patio with at least one wall common to the house, a roof which is separate from or added to original structure and whose other walls are enclosed. Excludes Sunrooms which are a special classification.

Subsection 3. Sunrooms

A "sunroom" is a specialized patio enclosure constructed with majority glass walls and/or roof.

1. Glass must be safety glass that meets wind criteria and is impact resistant.
2. If tinted glass is used it must be tinted in a shade compatible with the exterior of the residence; metallic or direct reflecting style shading/tinting of the glass will not be permitted.
3. Reinforced concrete is recommended for flooring, but floorcovering is at Owner's discretion.

Subsection 4. Covered Patio Structures and Sun Screening Devices

Covered patio structures are additions to the Back Yard of the Residence or Unit which are not fully enclosed having a cover of heavy canvas or flexible vinyl. (See also Subsection 6 - Structural Support, previous page).

Sun screening devices are approved devices connected to a Back Yard structure (e.g., porch, extension, house) to provide temporary shade.

1. Sun screening device shall be stored out of sight when not in use.
2. Sun screening device may be designed as a retractable awning or drop-down shade (e.g., Roman Shade).
3. Permanent extended awnings are not allowed.
4. Material utilized may be heavy canvas, flexible vinyl or bamboo (Roman Shade only).

Section 3. Free Standing Buildings

Subsection 1. Arbors and Pergolas

An "Arbor" or "Pergola" shall be defined as a free standing, opened framed flat roof structure whose purpose is to provide recreation and/or landscape enhancement. Attachment to Residence / Unit for stability (not structural support) is allowed.

1. It must match the trim of the home, be white or be rough sawn cedar. It shall not be higher than the fascia on the home.
2. Supporting structural members constructed of embossed architectural aluminum painted the same color as the trim on the home or white are permitted.
3. The roof of the structure shall be constructed of lattice, wood slats or louvers.

Subsection 2. Gazebos

A "gazebo" shall be defined as a free standing, open framed, pitched composition shingle roof structure whose purpose shall be for recreation and/or landscape.

Gazebos are only allowed in locations where they may be installed and comply with all spacing and construction requirements set herein. No Variance shall be granted if the space and construction requirements cannot be satisfied.

Subsection 3. Storage Buildings (Sheds)

Storage Building (e.g., tool storage shed) is a small non-climate-controlled building for storing tools, holiday decorations or other similar items.

Exemption – small storage lockers (too small for personal ingress/egress) typically under six feet (6') tall or deck boxes are usable at the Owner's discretion if they cannot be seen from the street.

1. Storage buildings are to have an exterior that architecturally compliments the exterior of the main dwelling and the Neighborhood Section.
 - a. Built-in-place sheds, the paint shall match the house trim
 - b. Prefabricated sheds, the Owner must submit his/her selection from the manufacturer's color pallet to the ARC that best matches: (1) the wall appearance of the house and (2) the roof selection choice. These will be considered on a case-by-case basis.
2. Storage Buildings shall be in the Back Yard behind the primary dwelling, if possible, so they are screened from public and private view.
3. Supplement with landscape screening if required (Section 1, Subsection 4)
4. Storage buildings shall not exceed eight (8) feet in height when measured from the natural ground to roof peak (this includes any block or decking) and must not exceed one hundred twenty (120) square feet floor space.
5. Built-in-place sheds: Follow General Guidelines.

Section 4. Renovations

Renovations shall be regarded as major modification(s) to the existing components of the original structure which do not impact the size or outside boundaries of the original structure. Those that are internal (except garage conversions – see Section 9) and do not modify the outward appearance are outside the authority of the Association. Those that do impact the outward appearance or increase the climate-controlled area (Addition) of the structure require approval of the Association.

Subsection 1. Atrium

1. Modifications of the atrium resulting in its enclosure (increase climate-controlled area) shall be addressed on a case by case basis as an Addition with Board approval required.

2. Renovation to only alter the roof over the atrium will be addressed as a roofing project (see Section 5).

Subsection 2. Screened Porch

1. Screens must be of limited panel size to meet minimum wind resistances.
2. Screens may be aluminum or vinyl and be framed such that individual panel replacement is practical.
3. Doors shall be of the same screening material and shall be of compatible framing as the walls. Door locks are optional.
4. If porch requires extension of the slab, see also AR&R Part C Section 1.
5. If porch requires a roof extension, see also Roof Extension (Section 1 Subsection 5)

Section 5. Roof Replacement

Subject to written approval from the Association, an Owner may reroof their home using shingles and procedures that comply with the AR&R. Information or literature showing the shingle type, warranty rating, and color must accompany the ARC application.

Subsection 1. Roofing Materials

1. Special Use shingles (a.k.a. Storm Shingles) have been approved by the Texas Legislature. These are made of certain materials made to resist wind and hail, provide heating and cooling efficiency or generate solar energy. These may be used if they:
 - a. resemble other approved shingles in the Community,
 - b. are more durable or of better quality than "normal" shingles, and
 - c. match the aesthetics of the Neighborhood Section.
2. All buildings shall be roofed with composition shingles (or Storm Shingles), wood shingles are specifically prohibited for safety reasons
3. Replacement shingles must be of like design and quality as those being replaced or better than what is there based on industry standards; e.g., three-tab shingles must be replaced with three-tab shingles or better and "High definition" shingles must be replaced with "High definition" shingles (GAF-ELK Timberline or equivalent). Replacement shingles must have stated warranty of at least 25 years.
4. All roofing in Heritage Grand is uniform in color. Replacement roofing shingles must be the color of GAF Weathered Wood or equivalent.

Subsection 2. Roofing Construction

1. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
2. Roofing Felt (tar paper): a minimum 30 lb. roofing felt, or equivalent must be used under the shingles.
3. Ridge vents are encouraged to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
4. All roof protrusions, such as vents and roof jacks must be painted to match the shingles.

Section 6. Antennas and Satellite Dishes

See Declarations Article VI Section 7

Section 7. Exterior Siding

When siding is replaced or added to any existing structure or new construction on the Lot, it must be of the same type, quality, nominal size and color as the existing siding on the Unit / Residence. **Installation shall match the existing installation pattern.** No siding will be allowed to be replaced unless it is **identical (as possible)** to the siding already on the Unit / Residence.

1. Thickness, visible width and spacing of siding must be consistent with that of the original exterior siding; each application submitted to the ARC shall include a sample of the siding.
2. Color of all siding (including siding that is not painted) must comply with the guidelines herein for painting.
3. Exterior siding must be installed and maintained to avoid sagging, warping or irregular coloration; Association may require the Owner (at Owner's sole responsibility and expense) to repair or replace siding that fails to adhere to these guidelines.

Section 8. House Exterior Lights (non-landscaping)

Subsection 1. General Rules

1. Outdoor lighting shall be installed in such a way to shield or minimize the amount of spill light on adjacent properties, homes or streets.
2. All lights must be installed at the rear of the home or garage no higher than the first story plate line.
3. Other than like-for-like replacement, Association approval is needed for replacement or addition of both front and rear outside lighting.

Subsection 2. Coach Lights

1. Garage Coach Lights Replacement Specifications: The size of the coach light may not exceed 21" from the top to the bottom of the complete light and the color is limited to black or bronze. Fixture design shall be as close to identical of existing fixture as possible.

Section 9. Garage Conversions

1. Garage conversions are not permitted.
2. No garage shall be enclosed or modified in such a way that it gives the outward appearance of modifying its original designed capability for parking vehicles.
3. No permanent modification to the interior of a garage that restricts it from being restored to its original designed purpose is permitted.

Section 10. Painting, Exterior

Subsection 1. General Requirements

1. All exterior house painting is funded (through HOA assessment) and managed by the Association.
2. Painting schedule is set by the Association based on when houses were built, not by Owner request.
3. The painting contractor is selected by, hired by and works for the Association.
4. Concrete, masonry and brick walls shall not be painted or stained.

5. Concrete porch floors may be painted provided that appropriate colors are selected which complement the house décor utilizing paint that is manufactured for use on concrete, and if the manufacturer's surface preparation and application recommendations are followed.
6. Maintenance of painted porch floors shall be the responsibility of the Owner not the Association.
7. Utility meters, storm drains or fire hydrants shall not be painted.
8. Houses are painted in a single color or as currently painted. (Two colors are not allowed if color is changed.)
9. Paint color options and shutter color options are restricted to those colors shown via sample chips maintained at the clubhouse front desk (note: color charts for single family homes are different than those for the duplexes).

Subsection 2. Color Modifications

1. No exterior surface of any residence, garage or other structures on any lot shall be painted a color different from the original color without prior approval of the Association.
2. An Association (ARC) Request Form must be submitted within thirty (30) days after Association notification (date of letter) that house is scheduled to be painted to facilitate a change in color. Failure to do so will result in the current color being utilized or painting of house delayed for a year.
3. Only colors on Heritage Grand Color Charts will be approved.
4. Unit and Residence color must not be the same color as the neighbors on either side of the Residence or Unit requesting the color change.
5. Unit color change requires written agreement of both Owners.
6. Unit trim color may not be changed.

Section 11. Shutters

Subsection 1. General Rules

1. Painted shutters will be painted the same color as originally painted, or with one of the colors on the approved shutter palette.
2. Stained shutters (as originally installed by the builder) can be re-stained in the original color or can be painted one of the approved shutter colors.
3. Shutters are painted by the Association as part of the home painting on a nine-year cycle.
4. An Owner may request to have shutters added but only with ARC approval and if they are consistent with their Neighborhood Section.

Section 12. House Gutters

Subsection 1. General Rules

1. Additional house gutters must be approved by the Association; Owner must submit a Request Form and obtain approval prior to installation. **(Single Family Dwelling only)**
2. Americana Owners may add Back Yard gutters at their expense. Gutters must be consistent with the gutters on the front of their house and approved by the Association prior to installation. Ongoing maintenance will be consistent with the front gutters for gutters approved by the Association.

3. Downspouts must be placed, and water directed in a way that avoids negatively impacting an adjacent property. If a negative impact occurs, the Owner is obligated to remedy the drainage. Such measures could include tying the downspout into a new or existing drain box system, adding additional downspouts, improving or adding swales* or a combination. The Association approval of gutters, irrigation or drainage alterations shall not, in any matter, be relied upon for proper drainage. The Association's approval is limited to aesthetic evaluation.

*A shallow trough-like depression that carries water mainly during rainstorms or snow melts.

Section 13. Window and Door Treatments

All solar screens, window film, storm doors and storm windows must be maintained in such fashion that they do not detract from the Community.

Subsection 1. Solar Screens

1. Solar screens may be installed on all windows of the house.
2. Solar screens must have the same grid pattern that exist on the current window.
3. No solar screen with a UV rating greater than 80% UV may be installed.
4. An acceptable material for solar screening is a heavy gauge vinyl mesh that is available in brown, dark gray or black. The mesh must be enclosed and framed in aluminum that is compatible with the overall color scheme of the contiguous surface of the window on which it is installed.
5. All windows on the same side of the house must be screened.

Subsection 2. Storm Doors

1. Full view storm doors **for front entry** (e.g., Andersen series 2000 or 3000 or equivalent) may be installed but must be harmonious to the home.
2. The material for storm doors is aluminum.
3. The frame must match the door trim on which it is installed.
4. Window film placed on storm doors must follow the window film guidelines in Subsection 3, following.

Subsection 3. Window Film

1. Window film may be installed on any windows of the home.
2. All windows (visible from the street) on the same side of the house must have similar film.
3. No window film is allowed unless the visible light reflected is 35% or less.
4. Acceptable colors for window film are gray, charcoal or crystal/light silver clear film.
5. Absolutely no mirrored, fully reflective bronze or any other colored film is allowed on any windows.

Subsection 4. Hurricane Shutters

1. No permanent hurricane shutters shall be installed.

Section 14. Window & Door Replacement

Subsection 1. General Rules

1. Owners may request replacing doors or windows for repair or aesthetic purposes.

2. Association approval is not required for replacing broken glass (door or window) if it is being replaced with "like for like".
3. Doors should be replaced as an integral door-frame system.
4. Door accessories (decorative door knockers, brass kick-plates and peep holes) are acceptable.
5. Dead bolt locks are required.

Subsection 2. **Metal Doors**

1. Metal exterior doors may be replaced with a comparable metal door painted to match the house.
2. If an Owner intends to replace a metal door with a wood door, the frame must be replaced as well.
3. An Owner must submit a request to the Association and obtain a written approval prior to converting the door type. Any such change must follow Association Polices and Guidelines.

Subsection 3. **Wood Doors**

1. Wood door must be an externally rated solid wood door stained with a compatible color for the house.
2. Wood door shall be replaced with a wood door of comparable quality or better to the existing wood door and having the above minimum characteristics.
3. Window glass is optional but if installed it must be double insulated, storm rated and may have leaded glass.

Subsection 4. **Windows**

1. Full view picture windows are not permitted.
2. All storm window frames must match the window trim of the house.
3. Double pane windows or better shall be installed.
4. Replacement windows must have a comparable architectural appearance as the original windows or comparable to other approved windows in the Neighborhood Section.

Section 15. Front Door Maintenance

1. Stained wood doors were standard on each Residence and metal doors were standard on each Unit (duplex).
2. Stained wooden doors are refinished by the Association, at Owner request, no more frequently than every three (3) years.
3. Painted metal doors are repainted with the home every nine years.
4. Stained wood doors refinished prior to three years can be done by Owner request at Owner expense. This does not alter the Association 3-year cycle.
5. Owner is responsible for maintaining the appearance of their front door.

Section 16. Front Door Upgrade

1. All upgrades to front doors require approval by the Association prior to installation.

Section 17. Driveways

Subsection 1. General Rules

1. Owner is responsible for the repair, replacement and maintenance of their driveway up to its intersection with the street. (Declarations Article V Section 2)

Subsection 2. Painting / Staining

1. Under no circumstances will a painted or stained driveway be permitted.

Subsection 3. Replacement or Repair

1. Replacement driveway shall be 4" or greater reinforced concrete that is compliant with all local laws and consistent in appearance with the Neighborhood Section.
2. County specifications regarding driveway cuts and curb returns at driveway openings shall be adhered to.
3. Asphalt paving is prohibited.
4. Driveway replacement shall be the same size as the existing driveway, curb opening is not to be expanded.

Subsection 4. Driveway Walkway Expansion (DWE)

1. A DWE shall be considered the same as a Secondary Walkway.
2. A driveway walkway expansion beside driveway shall be no more than eighteen inches (18") wide and shall extend no further down the driveway than the top of driveway apron.
3. The DWE shall be constructed out of pavers, flag stone or a similar material which is complimentary to the Neighborhood Section.

Section 18. Streets, Curbs, Gutters and Drains

Subsection 1. General Rules

1. To ensure Community appearance; the Association shall be responsible for the maintenance, repair and replacement of streets, curbs and street gutters.
2. Owners are not permitted to alter; in any manner; any street, curb or street gutter.
3. Curb cuts for drainage or any other purpose will only be done by the Association utilizing Association approved contractors for Association approved projects following Association standards.
4. Curb cuts performed by Owners without Association approval will be removed at Owner expense.
5. When curb penetration is requested by Owner, the cost for the initial cut through a curb will be paid by the Owner.
6. See also Part D. Section 14 – Irrigation and Drainage.

Section 19. Walkways

Owner may have a Primary and/or Secondary Walkways for which they are responsible. The Association is responsible for Community Sidewalks which are walkways on Community property or street right-of-way.

Subsection 1. General Rules

1. Primary Walkway shall be a complimentary component of and shall not compete visually with the house or landscape.
2. A Primary Walkway must be at least three (3) feet in width and no more than five (5) feet in width.
3. Primary or Secondary Walkway shall be constructed of unit masonry, quarried stone, concrete or pavers. Additionally, commercial steppingstone may be used for Secondary Walkway.
4. Primary Walkways shall not be colored (e.g., painted, stained or etc.).
5. Sidewalks shall only be painted for safety and identification purposes or as otherwise required by law.
6. Owner is responsible for the repair and maintenance of all walkways (Primary and Secondary) on their Lot. (Declarations Article V Section 2)
7. Asphalt walkways (Primary, Secondary and Sidewalk) are strictly prohibited.
8. Required Submittal Information: Along with the completed application, a copy of the lot survey by a professional land surveyor is required (the survey received at closing). A second survey (same as above) is required with the walkway imaged into the survey.

Section 20. Functional Fence Types

Subsection 1. General Fence Rules

1. All fencing must be in accordance with the "Fence Standards" which are defined and made a part of the Architectural Business Processes & Procedures & Forms.
2. Unless approval is obtained from the **Association** prior to installation, all fences shall be installed only where originally installed and shall in no case be installed outside the owner's property line.
3. Vinyl, chain link, lattice and wire fencing are not be permitted.
4. Owners must provide access for maintenance, repair and/or replacement of fences owned or maintained by the Association.
5. Residents will be responsible for any damage done by mulch or landscaping placed against or growing through the Association maintained fence. Fence repair will be done at the Owners' expense regardless of the fence location, type or function.
6. The addition of 12" of river rock shall be placed between any landscape planting bed (flowerbed) and Association maintained fences to keep the fence from rotting.
7. The application of any paint, stain or sealant to Association managed fences is limited to those defined in the ARC Business Processes & Procedures Article 2 Heritage Grand Construction Standards and as may be amended by the Board.

Subsection 2. Common Area Fences

1. Common Area Fences are those fences which are facing streets and/or common areas within Heritage Grand.
2. Common Area Fences are typically wood or metal.
3. "Puppy Panels" are permitted to be added on the bottom of metal fences.
4. Common Area Fence located on Unit or Lot is the Owner's property, but the Board has determined that maintenance (including replacement) shall be the responsibility of the Association for the benefit of all Owners. (Declaration: Article V Section 1)

Subsection 3. Perimeter Fences

1. Perimeter Fences are those fences that mark the outside boundaries of Heritage Grand. They separate areas outside Heritage Grand, including the bayou running through Heritage Grand, and the property within Heritage Grand.
2. Perimeter Fences may be wood, metal or brick.
3. Perimeter Fences are maintained (including replacement) by the Association per the Declarations. (Declaration: Article V Section 1)

Subsection 4. Party Fences

1. Party Fences are those fences located between Heritage Grand Adjoining Lots and Adjoining Units within Heritage Grand.
2. Party Fences are jointly owned by the Owners sharing the fence.
3. Party Fences shall be constructed as a 6-foot-tall cedar picketed wood fence following an alternating section design not being taller than any common or perimeter fence with which it intersects.
4. Concurrence of all Owners sharing a Party Fence is required to replace it.
5. Replacement: Refer to the Article V Section 3 of the Declaration.
6. Dispute resolution shall be through arbitration as specified in Article V Section 3 of the Declaration.

Section 21. Solar Energy Device

Permanent solar energy devices are permitted in Heritage Grand by the Texas Property Code subject to the following:

Subsection 1. Definition

“Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. (Section 171.107 of the Texas Tax Code)

Subsection 2. General Rules

1. Request must include engineering specifications and specific equipment locations indicated on Owner’s plat (may not be on Association property).
2. Roof location must not extend higher than or beyond the roofline or vary from the roof slope.
3. Back Yard location must be no taller than the fence and restricted from viewing from the street (plant screening may be required).
4. Installation is considered permanent – easement restrictions apply.
5. Installation shall follow manufacturer’s specifications (does not void warranty).

Section 22. Permanent Generators

Permanent (temporary use portable units are not restricted) Standby Electric Generators (SEG) are permitted in Heritage Grand by the Texas Property Code subject to the following:

Subsection 1. General Rules

1. Owner shall apply for and receive Association approval prior to the installation of any SEG.
2. The SEG shall not be installed in the Front Yard and shall be installed as far from neighbor's bedroom as practical.
3. The location required by the Association may not increase the cost of installing the SEG by more than 10% or increase the cost of installing and connecting the electrical and fuel lines for the SEG by more than 20%.
4. The SEG Shall be powered by natural gas.
5. The SEG shall be periodically tested in accordance with the manufacturer recommendations with test times being done between 09:00 a.m. and 5:00 p.m. Monday through Friday. Proposed testing times shall be included in the ARC Request Form.
6. SEGs located behind fencing, other than wood, will require screening plants. This must be included in the ARC Request Form.
7. The SEG is intended for emergency use only and shall not be used to provide all or substantially all the electrical power to the Residence (or Unit) unless utility-generated electrical service to the Residence (or Unit) is interrupted for reasons other than nonpayment for utility service.
8. The SEG, including electrical, plumbing and fuel line connections, must be installed and maintained by licensed contractors in compliance with manufacturer's specifications and applicable building codes.
9. The SEG shall have a generating capacity of not less than seven kilowatts.
10. The SEG electrical and fuel lines shall be maintained in good condition.
11. Repair, replacement or removal of any deteriorated or unsafe components of a SEG is the responsibility of the Owner.
12. The SEG shall be removed, at Owner's expense, along with the support slab and all visible connections which will be returned to a safe state if:
 - a. Owner permanently takes the unit out of service (does not test for 6 months)
 - b. Property is being sold and new Owner does not want the SEG
 - c. Owner desires not to or fails to properly maintain the SEG.

Subsection 2. Installation

1. The SEG shall be connected to the main electrical panel of a Residence or Unit by a manual or automatic transfer switch.
2. Fuel lines shall be installed in accordance with applicable health, safety, electric and building codes.
3. SEG will be fully enclosed in an integral manufacturer-supplied sound attenuating enclosure. Operating sound level must be less than 75 decibels (dB).

Section 23. Pools, Spas, Hot Tubs and Ponds (Water Gardens)

Due to limited space in the Heritage Grand Back Yards Owners must present adequate documentation to assure sufficient space exists for these projects as well as the construction.

Subsection 1. Pool Buildings

1. Bathhouses must follow the guidelines for outbuildings.
2. Pool enclosures are not allowed.

Subsection 2. Application

1. Owner must show the amount of space exist within their Back Yard for a pool, spa, hot tub, pond or other ancillary structure inside all setbacks, easements and maintenance access requirements when submitting a Request Form.
2. Along with the completed application, a copy of the lot survey by a professional land surveyor is required (the survey received at closing).
3. A second survey (same as above) is required with the pool imaged onto the survey.
4. In addition, the pool plan sketch/detail, the location of the pool equipment, the filter type, drainage, access route information, detailed scope of work to be performed and contractor's name/phone number must be included.
5. Application shall also include information to demonstrate enough space for construction access:
 - a. Pool construction access routes are on either side of the home (within the lot fence lines) via Owner's property only.
 - b. Access routes must be clearly defined from the street to the pool excavation sight.
 - c. Access through any Association property is prohibited.
 - d. Access must be granted by the appropriate entity and a written authorization and policies must be supplied to the Association prior to pool installation.
6. Contractor shall have Builders All Risk Insurance to protect Owner and Community from any damages.

Subsection 3. General Rules

1. See also Part C Section 1 – General Guidelines for Buildings and Facilities.
2. Pool decks may extend beyond the established side setback lines, at Owner liability, so long as an adequate area (minimum five (5) feet) remains between decking and rear and/or side fence lines to ensure proper drainage and to provide a greenbelt.
3. Swimming pool appurtenances, such as rock waterfalls and slides must not exceed three (3) feet in height when measured from the natural ground.
4. Pool decking may not exceed twelve (12) inches in height above natural grade.
5. No portion of swimming pool accessories (slides, diving boards, waterfalls, raised beams, etc.) may exceed three (3) feet in height from natural ground or be visible above the top of the fence and must be screened with landscaping.
6. Above ground spas must not exceed four (4) feet in height and any decking surrounding the structure must not exceed that height.
7. Pool equipment must be immediately screened from the street in the front by the Back Yard fence (wood) or solid landscaping and from visible common areas by landscaping.
8. Additional landscape screening may be required.
9. Portable or permanent above ground swimming pools are strictly prohibited.

Subsection 4. Security

1. All private swimming pools and spas shall be completely enclosed by a six (6) foot high wood yard fence, five (5) feet for yards with wrought iron, and a self-closing, self-latching gate.
2. The gate must be constructed of the same material as the fence, per the Guidelines.
3. Owner must maintain a twenty-four (24) inch greenbelt between pool equipment and/or pool deck and fence and/or property line.

Subsection 5. **Maintenance**

1. All swimming pools and spas must be properly maintained year-round to comply with all County and State regulations.
2. Pool backwash lines are to be tied into the sanitary sewer per the MUD District requirements.
3. Proper area drainage to the front of the property must be maintained and pool run off/drainage must not affect neighboring properties.
4. If area drains are routed to the street, the sidewalk and/or curb must be saw cut, broken out and properly replaced (see also Section 18).
5. Equipment must be maintained as to not cause a noise violation to adjacent neighbors. Pools must be inspected by the appropriate MUD operator for the Community.

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PART D GROUNDS / LANDSCAPING RULES & REGULATIONS FOLLOWS**

Part D. Grounds / Landscaping Rules & Regulations

Guiding Principle – Each Heritage Grand Lot and Common Area shall be maintained (jointly by Association and Owner) in such a manner that it does not negatively impact Community property values nor create dissension within the Community.

Section 1. General Landscape Rules

1. See also – Declaration Article V Section 2 (Owner’s Maintenance).
2. Accessories shall not violate Declarations Article VI Section 3 (Nuisance). Whether a violation exists shall be determined by the Board, in its sole and absolute discretion.
3. [Declaration Article VI Section 6] “Review and approval of any application pursuant to this Article may be made solely on the basis of *aesthetic* considerations.”
4. An ARC Application must be filed for any modification to the landscape of the Residence or Unit except for the planting of annual plants for seasonal color.
5. Owner is responsible for the proper watering of lawns, Planting Beds and any other landscaping.
6. Owner is responsible for maintaining all outdoor items and areas (Front Yard and Back Yard) such that it does not provide breeding grounds for mosquitos.
7. Owner is responsible for maintaining all accents, outdoor furniture and accessories in a state of good repair.
8. Owner is responsible for all damage caused by any items within their Lot.
9. All yard items are the responsibility of the Owner and must be removed (secured), if required, in times of severe weather to prevent damage to Community property.
10. No Planting Bed may be installed within the Community Common Area except by the Association or with Association approval.
11. No building materials may be stored in the Front Yard or visible from the street except for temporary storage as approved by the Association for the project.

Section 2. Front Yard – General Landscape Rules

1. Owner is responsible for maintaining the content of their Front Yard landscaping and the Association is responsible for routine Front Yard maintenance (except trees).
2. All items (accessories, lighting, etc.) hung over grassed areas must maintain a six-foot (6’) clearance above ground level to allow for Association supplied maintenance.
3. Front Yard accessories, accents and outdoor furniture shall not be placed in such a manner as to impede or interfere with Association Front Yard maintenance activities (i.e., placed on concrete or within Planting Beds).
4. Owners shall maintain their Front Yard to prevent overgrowth of plants as they grow and mature. This includes both thinning and removal of plants as required.
5. Owner shall ensure that the house address number is always clearly visible from the street.
6. It is the Owner’s responsibility for the removal and replacement of plants when necessary, in a timely fashion and at Owner expense. Replacement plants must be consistent with the current landscape design.

7. Any item not well maintained or not in a state of good repair shall be removed from the Front Yard by the Owner or by the Association at Owner expense.
8. Front Yard shrubbery is trimmed as part of maintenance fee, Owners wishing to trim their own may register at front desk to reject or reinstitute this service.

Section 3. Back Yard – General Landscape Rules

1. Owner is responsible for the Back Yard maintenance and content.

Section 4. Corner Lots & Common Area Side Yards

Subsection 1. Location & Definition

1. An area beside a house and between the sideline of the house lot extended to the front street and adjacent side street curb.
2. These areas are Association Common Property (either landscape reserve or street-right-of-way). (See also Declaration and Supplemental Declaration dated December 2, 2003)

Subsection 2. Responsibility

1. Association has the responsibility for maintaining (except watering) the lawn and trees.
2. Owner has the responsibility to water this area (see also Declaration and Supplemental Declaration dated December 2, 2003).
3. Any property, plants, trees or other items placed on this area by Owner must comply with Association directives for placement of Accessories on Common Property.
4. If trees are planted in this area they will be treated as common area trees.

Section 5. Front Yard Tree

Subsection 1. Requirement

1. The minimum requirement is one single trunk Primary Tree on each Lot or Unit.
2. Approved single trunk Primary Trees:
 - a. Live Oak
 - b. Mexican White Oak (Monterey Oak)
 - c. White Oak
 - d. Montezuma Bald Cypress (Montezuma Cypress)
 - e. Red Maple
 - f. Anacua

Subsection 2. Responsibility

1. All trees on the Front Yard of a house are the responsibility of the Owner whether such trees are on the Owner's Lot or in the street right-of-way/HG Common Property.
2. Association will maintain a six-foot (6') under-canopy working space. (Note – Owner is not to request any maintenance service for trees from the Association.)
3. Owner shall maintain Front Yard trees to have a minimum fourteen feet 14' clearance over streets and eight feet (8') clearance over Sidewalks.

Subsection 3. Replacement – Primary Trees

1. Replacement tree to maintain the one tree requirement must be one of the trees in the approved list provided above and must be at least 30 gallons and 10 ft. tall with a tree circumference of 4.75" (1 ½" diameter) measured at 4.5 feet above the ground.
2. When trees are removed, the stump and other above ground roots must be removed to a minimum depth of 8 inches below the ground surface, the hole must be filled in and grass, consistent with surrounding area, be planted.

Subsection 4. Placement

1. Due to limited growth area and allocation of utilities, NO additional trees will be approved that are within 10 feet of a neighbor's slab, driveway or street.
2. There is not a requirement to remove trees currently located within ten feet (10') of a curb.
3. Owner may not plant a tree within a common area except within their front yard (i.e., street right of way) as required to satisfy minimum tree requirements.

Section 6. Front Yard Planting Beds

Subsection 1. Size and Placement

1. Definition: A Planting Bed shall be any area within the Front Yard; usually covered with mulch, rock or ground cover; that supports the planting of flowers, shrubs or trees that does not require mowing (also referred to as flowerbeds).
2. Planting beds may not exceed twenty-five (25%) percent of the unpaved Front Yard (including easement).
3. Placement of additional Planting Beds will be reviewed on a case by case basis. Submit a Request Form to the Association before adding or changing the footprint of any Planting Bed.
4. Areas created for placement of outdoor furniture, Accents or Accessories shall be regarded as a Planting Bed.

Subsection 2. Prohibited Plantings

1. Plants that are deemed as noxious and invasive by the State of Texas for our area are prohibited. Noxious and Invasive: "Any plant species that has a serious potential to cause economical or ecological harm to agriculture, horticulture, native plants, ecology and waterways of Texas."

Section 7. Front Yard Accents

Subsection 1. General Guidelines

1. Definition: Accents are generally natural (non-man-made) or appear to be natural items placed within and around Planting Beds.
2. Accents are not considered to be Accessories.
3. Accents must be compatible with and complimentary to Neighborhood Section landscaping scheme.
4. Wood edging shall not be permitted.

Subsection 2. **Approved Accents**

1. Planting Bed Borders
2. Other natural decorative items consistent within Front Yard.

Section 8. Front Yard (Outdoor) Furniture

Subsection 1. **General Rules**

1. Outdoor Furniture is a type of furniture specifically designed for permanent outdoor use. Also referred to as patio or garden furniture.
2. Furniture designed for use within a house shall not be used as outdoor furniture.
3. The style and color of Outdoor Furniture shall be in harmony with the exterior design and color of the home as well as the Community.

Section 9. Front Yard Accessories

Subsection 1. **Front Yard Accessories – General Rules**

1. Definition: Front Yard Accessories (excluding Outdoor Furniture or outdoor lighting) shall be regarded as any man-made item added to the Front Yard for making it more useful, versatile or attractive.
2. Any Front Yard accessories hanging over a grass area must be above the required six-foot (6') maintenance clearance.
3. Front Yard Accessories may be placed on driveways near the garage door so long as the item doesn't obstruct or restrict a full-size vehicle's ordinary access into any of the garage's designed vehicle spaces (regardless of how many vehicles might be housed in the garage).

Subsection 2. **Prohibited Front Yard Accessories**

1. Water features or similar objects
2. Monument – anything erected in memory of a specific person, animal, event, etc.
3. Birdhouses, bird baths and bird feeders
4. Yard art or Garden Banners depicting religious or anti-religious scenes except when part of allowable holiday decorations.

Subsection 3. **Front Yard Plant Containers**

1. Plant Containers are items used to hold growing plants and include items such as: Flowerpot, Planter, Vase, Urn, etc.
2. Plant containers must always be maintained with living landscape materials.

Subsection 4. **Front Yard Garden Banner**

1. A Garden Banner shall be a decorative flag or placard bearing a symbol, logo, slogan or other message intended to add eye-catching color to your home.
2. Only one Garden Banner is allowed within the Front Yard.
3. Garden Banner shall have a size not to exceed 14" by 18".
4. Garden Banner must be in Planting Bed.
5. Bare Garden Banner brackets (without banners flying) shall immediately be removed.

6. Banners promoting political groups or other organizations are not Garden Banners. (See Association Rules and Regulations).

Subsection 5. Hanging Baskets:

1. Well-maintained hanging baskets with living plants are permitted on the front porch or in the Front Yard Planting Bed (on substantial hook).

Subsection 6. Yard Art

1. No more than three (3) pieces of Yard Art shall be permitted in the Front Yard.
2. Yard Art shall be any 3-dimensional work of art; including sculpture, ornaments, statue, vase, urn, Owner name signs, etc. intended to enhance the appearance of the Lot.

Subsection 7. Seasonal Accessories

1. Seasonal accessories are temporary Front Yard Accessories reflecting the current season of the year (Spring, Summer, Fall or Winter).
2. Seasonal accessories must be removed when the season changes unless being utilized as part of a Holiday Decoration (see Section 15).

Section 10. Miscellaneous Front Yard Items

Subsection 1. Trellis Rules

1. A trellis, as used in this document, shall be a flat structure of open latticework (not an arbor) used to support vines and other climbing plants.
2. The trellis must be in harmony with home design, color scheme and Lot landscape.
3. Trellis must be free-standing, without guy wires and no taller than seven feet (7').
4. Wires running from the ground to the eaves of the home with vines attached are not allowed.
5. When installing trellis or shielding plants at utility meter stations, consideration should be given to easy access by emergency responders to utility shut-off valves or electrical breakers.

Subsection 2. Hoses and Hose Holders

1. Hose, not in current use, must be either contained on a hose storage rack or removed from sight.
2. Hose hanging on a spigot or laying on the ground is not permitted.
3. Maximum of one hose holder per spigot.
4. The Owner has the responsibility to maintain backflow preventers on outside faucets in good working order.

Section 11. Front Yard Exterior Landscape Lighting

1. Landscape lighting shall be installed in such a way to shield or minimize the amount of spill light on adjacent properties, homes or streets.
2. No colored landscape lighting is allowed except as temporary Holiday Decorations. (see Part D Section 15 - Holiday Decorations).
3. No lights shall be hung on Common Area Fences except temporary non-perforating attachments for Holiday Decorations. (see Part D Section 15 - Holiday Decorations).

Section 12. Composting Devices

1. Any composting device must be in the Owners Back Yard out of sight of the street (use plant screening if required). (See Texas Property Code Guidelines – Appendix C)

Section 13. Rainwater Harvesting

1. Any rainwater harvesting (e.g., rain barrel) device must be in the Owners Back Yard out of sight of the street, use plant screening if required. (See Texas Property Code Guidelines - Appendix C).

Section 14. Irrigation and Drainage

Subsection 1. Irrigation System Rules

1. New additions to the Lot or Unit irrigation system will be done by and at the expense of the Owner.
2. Additions must conform to components as currently utilized in the existing system.
3. Association will provide adjustments (maximum of twice per year) and replacement of broken components (consistent with the existing system) except the controller.
4. Association will replace the backflow preventer if it fails or is broken unless Owner fails to protect from freezing or abuses the equipment.
5. Owner shall not repair or replace the irrigation backflow preventer.
6. A replaced backflow preventer must be certified before being returned to service.

Subsection 2. Surface Drainage

1. Each lot shall be graded so that storm water will drain from the Back Yard through the Front Yard to the abutting street and not across adjacent Lots.
2. Plantings or facilities may not be installed such that the natural drainage is obstructed or hindered unless the capacity of drainage is replaced utilizing French Drains (Box Drains).

Subsection 3. French (Box) Drains

1. French Drains may be used to replace or augment surface drainage if required due to modifications in the natural drainage.
2. French Drains must terminate at the street with a pop-up device or a curb penetration* (requires 6" curb) to allow water to get to the street.
*A curb penetration may only be done by the Association with the initial penetration being done at Owner expense.
3. Pop-up device, Association preferred termination, shall be installed by Owner behind the curb such that it is unobtrusive in the closed mode and does not interfere with yard maintenance;
4. Repair or replacement of the pop-up device when required shall be done by the Owner in a timely manner.
5. Ongoing maintenance and repair of Association installed curb drain penetrations shall be the responsibility of the Association.

Section 15. Holiday and Event Decorations

Subsection 1. General Rules

1. Exterior decorations may be displayed for any Association recognized holiday or event. See Appendix A for a list of these holidays.
2. Holidays are category 1, category 2 or category 3 based on the duration that decorations may remain displayed (not the importance of the holiday).
3. Category 1 decorations and lights may be displayed for thirty (30) days prior and thirty (30) days after the holiday.
4. Category 2 decorations may be displayed for a maximum of 10 days.
5. Category 3 decorations may be displayed for a maximum of 2 days.
6. Animated and/or sound decorations require Association approval prior to installation; use ARC Request Form to request approval.
7. Electrical cords shall be located so as not to impede regular yard maintenance.
8. Every time an Owner wants to place decorations for a holiday on or attached to Association Common Property, they must receive approval from the Association prior to installing. (Note approval may take 30 days, plan accordingly). Requester accepts responsibility for any damage done to the Common Property, including repair costs, and for the condition of the materials installed.
9. Decoration of Common Area Fences / Gates on Lots is only permitted if a non-perforating fence attachment system is used (zip strips, twist ties, etc. are acceptable but nails, screws, staples, etc. are not acceptable.).

Section 16. Back Yard

Subsection 1. General Rules

1. Items in the Back Yard shall not violate Declaration Article VI Section 3 (Nuisance). The existence of a violation shall be determined by the Board in its sole and absolute discretion.
2. In general, landscaping is controlled by the Owner if it does not impact neighbors, the Association or the Community.

Subsection 2. Trees and Bushes

1. Trees placed within 10' of a neighbor will not be approved.
2. Trees should not be planted within a utility easement.
3. Bushes shall not be planted within two (2') feet of a neighbor's house. (Restrict underground encroachment)
4. Trees and bushes shall be maintained such that no contact is made with the neighbor's house. (Restrict above ground encroachment)
5. Trees shall not have limbs touching neighbor's roof, fences or interfering with any gutters.

Subsection 3. Planting Beds

1. Planting beds (flowerbeds) shall not be placed against an Association fence or a neighbor's house. A 12" bull rock border shall be used to protect the fence or house.

Subsection 4. Fountains

1. Fountains shall be maintained to prevent: I) the buildup of algae; and II) use as a breeding ground for mosquitos.
2. Grating over the reservoir must be covered with rock.

Subsection 5. Fire Pits

1. A fire pit must be contained in a non-combustible receptacle which complies with ANSI Z21.97-2014 (replaced Z21.97-2012) or current replacement standard.
2. Non-ember generating style fire pits with natural gas flame using ceramic cinders, volcanic cinders, ember beds, lava rock, or glass materials are the only materials that may be used in fire pits in the Community.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE 2019 BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.

DATE: 6/10/19 BY: *Burton James*

DATE: 6/10/19 BY: *Tom Par*

DATE: 6/10/19 BY: *Carol Honkovic*

DATE: 6/10/19 BY: *Janet Wright*

DATE: 6/10/19 BY: *Caterina Myers*

APPENDIX A: Holiday Decoration Durations

Holiday classifications are based on the duration for displaying decorations based on "normal" trends within the United States and do not reflect the importance of the holiday.

Article 1. Decoration Categories

Part A. Category 1 Holidays

1. Christmas
2. Hanukkah
3. *Easter
4. *Halloween
5. Thanksgiving

Part B. Category 2 Holidays

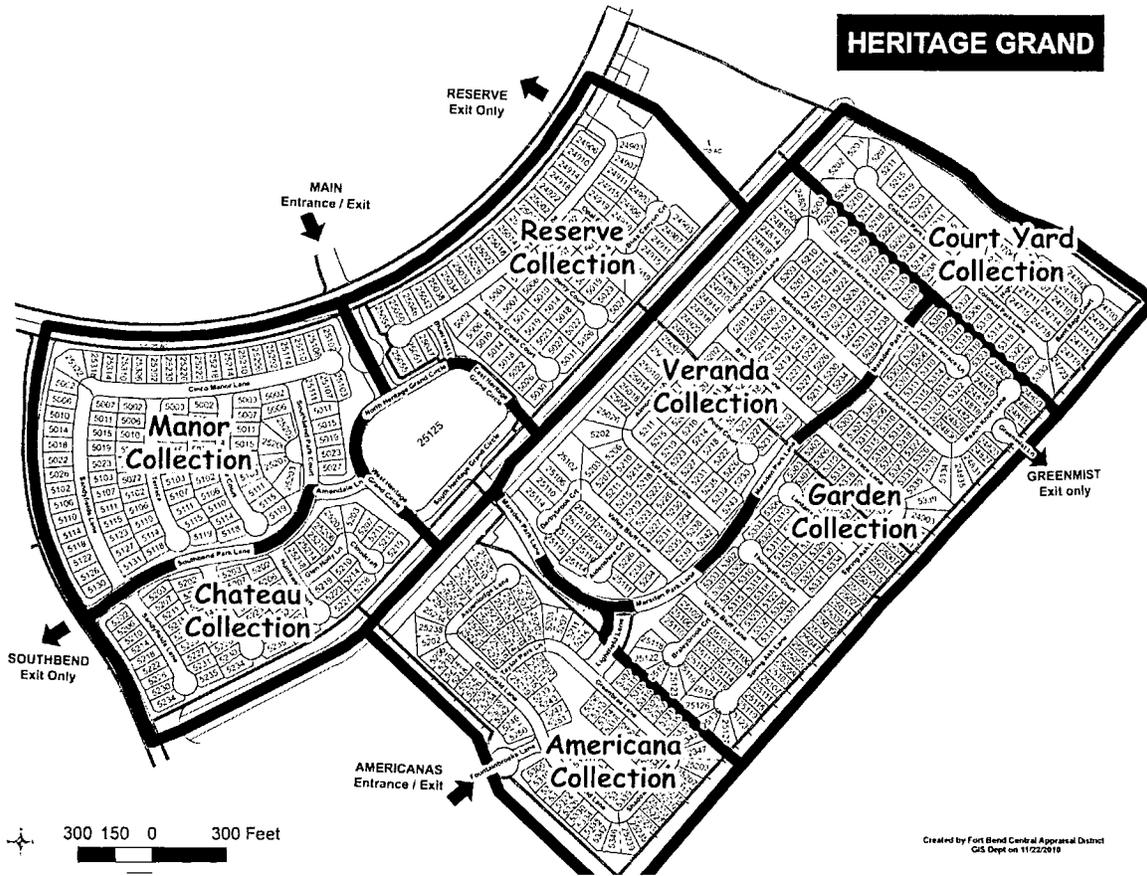
- | | |
|--|---------------------|
| 1. New Year's Day | 6. *Flag Day |
| 2. Martin Luther King Jr | 7. Independence Day |
| 3. Presidents' Day (Washington's Birthday) | 8. Labor Day |
| 4. *San Jacinto Day | 9. Columbus Day |
| 5. Memorial Day | 10. Veterans' Day |
| | 11. *Mardi Gras |

*Denotes holidays included that are not celebrated as a Post Office Holiday

Part C. Category 3 Holidays

1. All holidays described by the United States Government as a holiday celebrated within the United States except those that:
 - a. Are intended to cause conflict within the Community; or
 - b. Promote revolt against the United States, State governments or local governments

Appendix B: Heritage Grand Neighborhood Sections



Appendix C: Texas Property Code

For the following subject(s), which are addressed in detail in the Texas Property Code. Go to the website: <http://www.texas-statutes.com/property-code> (or alternately, obtain a printed copy from the clubhouse front desk).

Title 11. Restrictive Covenants

Chapter 202. Construction and Enforcement of Restrictive Covenants

Section 202.007 – Rain Barrels, Irrigation, Drought-Resistant
Landscaping

Section 202.009 – Political Signs

Section 202.010 – Solar Energy Devices

Section 202.011 – Specialty Roofing

Section 202.012 – Flags

Section 202.018 – Certain Religious Items

Section 202.019 – Standby Electric Generators

APPENDIX D: Extensions & Outbuildings

DESCRIPTION SUMMARY

| Type | Floor | Walls | Door | Roof | House Connect | Storage |
|------------------|--------------|------------------------|---------|---------------------------|---------------|---------|
| Patio | Ground Level | n/a | n/a | n/a | No or Abutted | No |
| Deck | Raised | n/a | n/a | n/a | No or Abutted | No |
| Enclosed Patio | Ground Level | Yes | Yes | Yes Add-On or Separate | Yes | No |
| Sunroom | Ground Level | Yes Windows / Glass | Yes | Yes Add-On or Separate | Yes | No |
| Porch | Ground Level | No | n/a | Shared with House | Shared Slab | No |
| Screened Porch | Ground Level | Yes Screened | Yes | Shared with House | Shared Slab | No |
| Arbor | Optional | Open | Opening | Yes - Open | No | No |
| Pergola | Optional | Open | Opening | Yes - Open | No or Abutted | No |
| Gazebo | Raised | Open | Opening | Yes Separate | No | No |
| Storage Building | Optional | Yes | Yes | Yes | No | Yes |

HERITAGE GRAND ARCHITECTURAL POLICIES

Article 1. TERMS & DEFINITIONS

Terms used within this Heritage Grand [HG] document:

| TERM | DEFINITION |
|---|---|
| <p>Architectural Rules & Regulations [R&Rs] and Architectural Policies [Ps]</p> | <p>These are “rules” and “policies” put in place (as an extension to the concepts in the Declaration) so that all interested parties (owners, board, committees, vendors, etc.) can understand how the Association undertakes its desired uniform approach to facilities and grounds, regardless of whether the facility or ground under consideration is HOA common property or the owner’s property.</p> <p>In particular, the HOA’s Architectural Review Committee [ARC] will use these “rules” and “policies” when executing its responsibility to review & approve (or not approve) change requests from owners.</p> <p>Also, the HOA’s compliance function will use these “rules” and “policies” when executing its responsibility to monitor for, and deal with, potential architectural governance violations. While the overall objective is to have voluntary compliance for <u>all</u> architectural governance, the “rules” and “policies” will be filed so that enforcement can be achieved when needed.</p> |
| <p>Construction Standards</p> | <p>The Association has defined standards for facilities and grounds projects done within our HOA boundaries. While the majority of the material is aimed at contractors that execute projects related to the facilities and grounds that are the responsibility of the HOA, <u>some</u> of the standards will also apply to applicable approved projects executed by an owner (or designated agent/contractor) relative to their facilities or grounds. It is important to note that every attempt has been made to identify those cases where the standards apply to owner projects as well as HOA projects.</p> <p>As an oversimplified view, those standards that apply to owners are included within the “rules” while those that apply to Association projects overseen by the Maintenance Committee are the portion of the Architectural Business Processes & Procedures & Forms material entitled <u>Construction Standards</u>.</p> <p>[Should clarification be needed, it can be obtained from the Architectural Review Committee or the Maintenance Committee.]</p> |

Article 2. ARCHITECTURAL POLICIES

The two headings below describe the Architectural Policies. The full set of text also provides reference to relevant information in the HG Declaration.

Part 1. Guiding Principles

The following principles describe the Declaration guidance for the Architectural Review Committee [ARC] as well as the function of architectural review itself:

- 1) The Declaration defines, at a certain level of detail, the purpose of the ARC as well as the architectural design parameters to which the ARC (and Board) should conform (see Article VI, Section 6). The Board has the authority to extend this guidance with the addition of Rules and Policies related to the architectural review function and ARC – *as long as they are not contrary to the provisions of the Declaration*. With the existence of the ARC, direct involvement of the Board is normally restricted to electing/removing ARC members, responding to homeowner appeals of application denials, and generation of the architectural governance materials which assist the ARC in its ongoing functions.
- 2) This document does *not* provide information on an enforcement design and the process for determining and handling potential and/or actual violations and the process for determining and handling variances to the guidance. That information has a broader scope than just architectural matters and is found elsewhere in the HG governance material.
- 3) The normal practice as to how the approval decision process works between the Board and ARC is as follows:
 - a) if ARC favors the Request (i. e. finds that the Request conforms to the governance and that the owner has followed the correct Request process), then the favorable decision is complete at the ARC level
 - b) if ARC does not favor the Request, then the request is denied. The owner has the right to appeal the denial to the board. If appealed, the matter must involve the Board for adjudication.

Part 2. Policies

- 1) ARC composition: The HG Architectural Review Committee [ARC] will consist of three members. The Board will appoint the members, with members serving until they are removed by the Board.
- 2) Factors for application review: The Board and the ARC shall consider the following factors upon the review of each application submitted by an owner for all site or building construction, improvements, modifications, alterations or additions:
 - a) The quality of construction and materials, colors, exterior design (elevation), size (dimensions), and location must be harmonious with existing, as well as other proposed structure and location changes, with respect to topography and finished grade elevation, and must be in compliance with the provisions of the Declaration and with surrounding properties. All improvements must be complimentary to the home and conform with the governance applicable to that neighborhood.
 - b) The location must not violate the building setback lines, utility or drainage easements as shown on the official recorded plat, nor obstruct driver's vision at street intersections.
 - c) The Board will not grant permission to place a permanent building over, under, upon or across any utility easement unless consent to encroach upon any utility easement is obtained in writing from the owner of the easement (i.e. utility companies) by the property owner. The ARC or the Board shall also consider the provisions of the

Declaration and of applicable statutes, ordinances and building codes. However, approval of an application shall not be construed as a warranty or representation by the ARC, Property Manager or Board that the modification, addition or improvement, as proposed or as built, complies with any or all applicable statutes, ordinances or building codes or as a warranty or representation by the ARC, Property Manager or the Board of the fitness, design or adequacy of the proposed construction.

- 3) Compliance: The compliance function (relative to the scope of governance) is solely handled by the partnership of FSR and the Board [this excludes any compliance monitoring (interim or at project conclusion) by the ARC for owner requested projects that get approved and then executed]. Simply described, the compliance function involves two activities: a) monitoring for potential non-compliance situations and b) dealing with the process to bring non-compliance situations back into compliance (or not). All HG partners involved in the monitoring for non-compliance situations in this arena must use the Fort Bend County filed set of Architectural governance material as their basis for judging whether a potential non-compliance situation exists.
- 4) Asset additions: When an asset is added (at the request of an owner and at the owner's expense) that would normally be maintained by the Association, one of two scenarios will apply related to the maintenance of the asset:
 - a) Scenario one: the owner (and future owners) will be responsible for the maintenance and/or the cost of the maintenance for the asset
 - b) Scenario two: the association will accept ongoing responsibility for the maintenance (including the cost) – in this case, there will be a one-time cost assessed for payment by the owner for future maintenance. The one-time payment will be determined on a case-by-case basis. The analysis will consider the near/short term maintenance and/or the longer term maintenance for the asset.
- 5) Signs:
 - a) Signs, Political: Front yard Political signs are permitted in Heritage Grand by the Texas Property Code subject to the following:
 - 1) One political sign per political candidate or ballot item is allowed and may be posted. These must be removed no later than ten (10) days after the election.
 - 2) Location: Political signs must be located in the landscaping beds so as not to interfere with routine Association-provided yard care.
 - 3) Each "Allowable Prohibition" as listed in the Texas Property Code 202.009 sections (b) and (c) shall apply and be enforced.
 - b) Signs, other than political: Open House and Estate Sale signs shall be permitted under the following conditions:
 - 1) Location: Signs are to be located on a direct route to the subject property.
 - 2) Size: Signs are to be approximately 18" by 24" (standard real estate sign).
 - 3) Materials: Signs are to be of wood, cardboard or plastic material.
 - 4) Signs shall not be posted earlier than the day before the event.
- 6) Items placed on the Driveway: The driveway shall not be used in a manner that will violate Declaration Article VI Section 3 (Nuisance). If a large item such as temporary moveable

storage, dirt, fertilizer, lumber, building materials, etc., is placed on a driveway, it will only be allowed to remain for 48 hours. If more time is needed the resident must apply to the Board for a variance to have the item stay on the driveway longer than 48 hours.

7) Zero Lot Lines:

- a) Each owner of a Lot with a "Zero Lot Line" owns +-5 inches of property beyond the structure. Therefore, an owner of that +-5 inches is entitled to use the easement for the purpose of installation, repair, replacement and maintenance of all utilities serving the owner of that land or structure or any portion thereof, including, but not limited to, gas, water, sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or monitoring system, or internet communication system. It shall be expressly permissible for each owner or designee to install, repair, replace, and maintain or to authorize the installation, repairing, replacing and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service within that +-5 inches of land.
- b) No owner shall construct or build anything along the Zero Lot Line within Heritage Grand. It will be the sole decision of the Board to determine if there is a violation along the Zero Lot Line. Violations must be removed within thirty (30) days.
- c) Submission to, and approval by, the ARC must be received prior to installation, repair, replacement and/or maintenance which would occur in that +-5 inches of property. The owner of the +-5 inches of land will ensure that the property breached for the purposes stated above will be left in the condition it was found.
- d) Twelve inches (12") of river rock shall be placed between any landscape beds and a neighbor's home on a zero lot line to keep from blocking weep holes or introducing termites.

8) Easement between Lots and/or Units:

- a) There shall be reciprocal appurtenant five (5) feet easements and right-of-way between each Lot and Common Property and each Unit and Common Property and between Owner Properties; the easement may be utilized, as necessary, for the purpose of inspection, removal, replacement, maintenance, installation and/or repairs of property by the Association or Owner.
- b) Submission to, and approval by, the ARC must be received prior to any work in the easement. When work or repairs are initiated in the easement, all due diligence must be used to minimize disturbance to the area and to leave the area in the same condition it was found. In situations where disturbance is unavoidable, it will be the sole responsibility of the Board to access any damages and determine the repair costs due an owner.

9) Resident's Placement of Items On Common Areas/Ground Owned by the HOA:

- a) All property placed in Common Areas must be approved by the Board of Directors of Heritage Grand HOA. Property includes but is not limited to: Park Benches, Tables, and chairs.
- b) Residents desiring to place property on Common Areas must make application to the Board.

- c) Residents shall provide to the Board of the HOA, copies of product information.
- d) Residents name on the application will be designated as the responsible party for the property once approval is given.
- e) Property must be maintained by the residents and not the HOA.
- f) The HOA has the right to remove the property if it falls into disrepair or becomes an eyesore to the community.
- g) Residents will have the sole responsibility to secure or move property to a safe place in case of an emergency such as a potential high wind weather event.

10) Resident's Placement of Anything On Curbs & Streets [Owned by the HOA]:

- a) Homeowners are not permitted to alter, in any manner, any street or curb or street gutter. House address numbers shall not be painted on the curbs.

11) Basketball Goals:

- a) Individual basketball goals are not permitted.

ADOPTED AND APPROVED THIS 10TH DAY OF JUNE 2019 BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.

DATE: 6/10/19 BY: [Signature]

DATE: 6/10/19 BY: [Signature]

DATE: 6/10/19 BY: Cand Hernandez

DATE: 6/10/19 BY: [Signature]

DATE: 6/10/19 BY: [Signature]