

**FIRST AMENDED AND RESTATED
RULES AND REGULATIONS**
for
HERON LAKES TOWNHOME ASSOCIATION, INC.

These First Amended and Restated Rules and Regulations (these "Rules") are adopted by the Board of Directors of Heron Lakes Townhome Association, Inc., a Texas non-profit corporation (the "Association"), in accordance with the provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Heron Lakes Town Homes, Harris County, filed under Clerk's File No. U730121 in the Official Public Records of Real Property of Harris County, Texas (the "Declaration").

These Rules apply to all Units and Common Area within Heron Lakes Town Homes (the "Property"). By owning or occupying a Unit in the Property, each Owner, Lessee, and Occupant, as defined below, agrees to comply with the provisions of these Rules, as well as the provisions of the Declaration and the Bylaws of the Association.

Capitalized terms used in these Rules have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated. In the event of a conflict between a provision in the Declaration and a provision in these Rules, the provision in the Declaration controls. However, the provisions in these Rules and the Declaration will be construed in an effort to harmonize the documents and avoid conflicts.

I. INTRODUCTION

The power of the Board of Directors to adopt and enforce these Rules is stated in Section 3.9 of the Declaration. These Rules have the same force and effect as if they were set forth in and were part of the Declaration. The limitations, restrictions, conditions, and covenants run with the land and are binding on all parties having acquired any right, title, or interest in the properties within the Association. Observing and enforcing these rules and regulations is the responsibility of each and every Owner, Lessees, Occupant, and their guests.

Living in a townhome community is a unique situation. Therefore, these Rules are designed to make living together pleasant and comfortable. Each person who resides in the Property has not only certain rights, but also certain obligations to other residents. Courtesy and consideration for the rights of others is mutually beneficial. Inappropriate behavior is not acceptable even if such behavior is not specifically addressed against in these Rules.

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Each Owner is responsible for violations by their Lessees, Occupants, Guests, children or pets. Violations should be reported to the Association's manager who will take appropriate action. Compliance with these Rules is necessary to maintain residents' quality of life.

II. RULES AND REGULATIONS

A. INTRODUCTION

These Rules are intended as a supplement to the Declaration, Bylaws and Resolutions adopted by the Board of Directors. In the event of a conflict among these documents, the Declaration will prevail.

B. DEFINITIONS

1. Declaration- the Declaration of Covenants, Conditions, Restrictions, and Easements for Heron Lakes Town Homes, Harris County, filed under Clerk's File No. U730121 in the Official Public Records of Real Property of Harris County, Texas.

2. Guest- A person who is an invited visitor of an Owner, Lessee or Occupant.

3. Lessee- a person who occupies a Unit pursuant to a written lease agreement with an Owner.

4. Occupant- a person who resides in a Unit within the Property.

5. Owner- a person or entity that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

C. GENERAL RULES

1. Single family occupancy. Each Unit is designed as a single-family residence and may not be occupied by more than one family, as further provided in Section 9.2 of the Declaration. A complete description of what constitutes single-family occupancy along with the maximum number of family members in the Unit is provided in the Declaration. It is not the intent of this provision to exclude from a Unit any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision will be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

2. Leases. The Owner who leases a Unit must furnish the Association's manager with the following information prior to occupancy:

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- (a) Copy of lease;
- (b) Heron Lakes Townhome Association Rental Information form;
- (c) Name(s) and phone numbers of the Lessee(s); and
- (d) Owner's new mailing address and phone numbers.

A lease must specifically state it is subject to the Declaration, Bylaws, and these Rules. Further, the Owner must provide the Lessee with copies of the Declaration, Bylaws, and these Rules.

3. Commercial activity. No commercial activity is permitted in any Common Areas without the written approval of the Board of Directors.

4. Noxious or offensive activity. No immoral, improper, unlawful, noxious or offensive activity may be carried on or maintained on any Lot or Common Area, nor may anything be permitted to be done thereon which may be or become an annoyance or a nuisance to other residents of the Property.

5. Antennas and satellite dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind may be placed, allowed, or maintained upon any portion of the Property, which is visible from any street, Common Area or other Lot unless it is impossible to receive signals from another location. In that event, the receiving device may be placed in a visible location as approved by the Architectural Review Committee. The Architectural Review Committee may require as much screening as possible while not substantially interfering with reception. No satellite dishes will be permitted which are larger than one (1) meter in diameter. No exterior antennas, aerials, satellite dishes, or other apparatus will be permitted which transmit television, radio, satellite or other signals of any kind will be placed, allowed, or maintained upon any portion of the Property. In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas will be subject to rules and regulations which may be promulgated by the Board setting out preferred alternate locations for antennas.

The Board, by adopting this Rule, is not attempting to violate the Telecommunications Act of 1996 (the "1996 Act"), as same may be amended from time to time. This Rule will be interpreted to be as restrictive as possible while not violating the 1996 Act.

6. Maintenance requests. All requests for maintenance or repair must be submitted to the Association's manager in writing.

7. Complaints. All complaints must be submitted to the Association's manager in writing.

8. Screening. All equipment, garbage cans, wood piles, materials, and similar items must be confined to the patio area of the Unit and must be screened by adequate planting or enclosed by wooden fencing to conceal them from view of neighboring units and streets. Units

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with patio areas open to view of the public must keep all such items stored in the garage or concealed by approved screening.

10. Temporary structures. No structure of a temporary character, trailers, mobile home, tent, shack, shed, or other outbuilding is permitted on any Unit, Lot, or Common Area.

11. No roof access. The roof area is off limits to all individuals other than essential building maintenance and service personnel approved by the Association.

12. Owner information. No later than thirty (30) days after closing, an Owner must provide the Association with the following information:

- (a) Owner's mailing address, telephone numbers (work and home) and driver's license number;
- (b) Name and address of the holder of any lien against the Lot and any loan number;
- (c) Name and phone number (work and home) of any person occupying the Lot other than the Owner; and
- (d) Name, address and phone number of any person managing the Lot as agent of the Owner.

Owners must inform the Association of a change of address within thirty (30) days of the change.

13. Owner responsibility. The Owner is responsible for the actions of all persons and pets that reside in the Unit, and all Guests.

D. LIABILITY FOR PROPERTY DAMAGE

Owners, Lessees, Occupants, Guests, and their children, must not mark, mar, damage, destroy or remove any part of the Common Area, any building or improvements thereon, or any other property belonging to the Association. An Owner must pay the cost of restoring any damaged area or affected property. An Owner is responsible for any damage caused by his Lessee, Occupant, Guest or their children.

E. VEHICLES AND PARKING

1. Traffic laws. All traffic laws must be obeyed.

2. Parking. Owners, Occupants, or Lessees must park vehicles in their designated garages or driveways at all times. Guest vehicles may be parked in the street for a period of time not to exceed forty-eight (48) total hours within a consecutive seven (7) day period. No vehicle may be parked where the curb is marked in red and is noted "No Parking", or parked in

front of driveways, fire hydrants, or within thirty (30) feet of a curve or stop sign. Vehicles must be in operating condition with current inspection stickers and licenses. A vehicle must be moved at least every seventy-two (72) hours or it will be considered stored. No vehicle may be parked on the grass. Further, no vehicles may be parked in the street so as to obstruct normal traffic or access to driveways. IF AN OWNER OR LESSEE HAS MORE VEHICLES THAN CAN BE PARKED IN THE GARAGE OR DRIVEWAY, THEN THE VEHICLES MUST BE STORED AT AN OFF-SITE LOCATION

3. Vehicle repairs. Repair to vehicles, other than routine care such as washing or changing oil, is not be permitted to be done in public view in the Property. Any oil spills must be cleaned up immediately by the Owner. Parking on one's driveway for the purpose of routine care will be permitted for a period not to exceed forty-eight (48) hours.

4. Storage of vehicles and equipment. No recreational vehicles, trailers, boats, campers or other equipment may be permanently parked or stored in any part of the Property, other than the garage. As used herein, "permanently" means a period of forty-eight (48) consecutive hours. Vehicles may not be parked on the street without written consent from the Management Company, which consent must be place in view inside or on the vehicle. Under no circumstances may a vehicle be parked in a way that obstructs traffic or access to neighboring driveways.

5. Enforcement of parking rules. "Parking Warnings" will be placed on any vehicle that is in violation of state laws or these Rules. Copies of the Parking Warnings will be kept on file with the Association's manager. Upon the second violation, a vehicle may be towed at the Owner's expense, provided that proper notice has been provided in accordance with state law.

F. PETS

Rules for pets are stated in Section 9.3, entitled "Animals," of the Declaration. Owners and Lessees must ensure their dogs do not engage in loud or continuous barking.

G. TRASH

1. Trash removal. All rubbish, trash, or garbage must be regularly removed from the premises and must not be allowed to accumulate.

2. Trash is collected on a regular basis within the Property.

3. Kitchen trash put out for pick up must be in a container provided by the trash contractor. All other trash containers must be tamper proof.

4. Trash MUST NOT be put on curb earlier than 5:00 p.m. the night before pick up. Containers must be removed from the curb not later than the evening of the pick- up day.

5. Storage of trash containers. Storage of trash containers must be out of public view from the street and adjacent Units.

H. PENALTIES FOR VIOLATIONS

1. Review by Board. All infractions of these Rules are subject to review by the Board of Directors. After the first offense, an Owner will receive a warning from the Board of Directors and notice that continued or repeated violations will result in a fine and additional enforcement action in accordance with the Association's Declaration and these Rules.

2. Enforcement. All violations of these Rules must be verified by a member of the Board or the Association's manager. Upon verification of a violation of these Rules, the Association must forward written notice thereof to the Owner who violated these Rules. If a rule is violated by a Lessee or Guest of a Lessee, written notice must also be forwarded to the Lessee. All notices of violations must be forwarded to the Owner at the most current mailing address provided to the Association by such Owner. If the Owner has not provided a written notice of the Owner's mailing address to the Association, the mailing address of the Owner is deemed to be the address of the Owner's Unit. The notice must (1) describe the violation, (2) state a reasonable period of time within which the Owner may cure the violation and avoid a fine and (3) notify the Owner that a fine will be levied unless the violation is cured within the stated period of time. The notice must further set forth the amount of the fine to be levied and indicate how frequently the fine will be levied if the violation of the rule continues to exist. Not later than that thirtieth (30th) day after the date of such notice, the Owner may request a hearing before the Board of Directors to contest the fine. Provided that, the opportunity to cure the violation and avoid the fine need not be given if the Owner was given notice and an opportunity to cure a similar violation within the preceding twelve (12) months. Upon levying the fine, the Association must give written notice to the Owner not later than the thirtieth (30th) day after the date of levy.

3. Fine schedule. The amount of the fine to be levied against an Owner for a second violation of these Rules is \$25.00. If a violation continues to exist after the expiration of thirty (30) days from the date the notice to cure the violation was mailed to the Owner, an additional fine in the amount of \$50.00 will thereafter be levied against the Owner. Fines may be collected in the same manner as assessments. If the violation continued, fines may be assessed at the rate of \$100.00 per week.

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I. ASSESSMENT AND DELINQUENCY

1. Notice. Notice of the monthly rate of the General Assessment for the coming year will be sent via first class mail to each Owner at his or her last known address by December 1st each year.

2. Payment coupons. Payment coupons will be issued by December 15th each year to each Owner to submit with the monthly payments.

3. Due date. The due date for each monthly installment of the Assessment is the 1st of each month. Partial payment will not prevent the accrual of a late charge in the amount of \$25.00 or such greater amount as may be imposed by the Board from time to time, as stipulated in the Declaration. The delinquent date for each monthly installment of the Assessment is the 11th of the month.

4. Insufficient funds. If any amount due to the Association is paid on or before the 11th day of the month, but the method of payment is uncollectible by the Association (such as a "Not Sufficient Funds" check), the Assessment and any other amounts will be considered delinquent.

5. Prepayment. If an Owner wishes to prepay the monthly installment of the Assessment, the appropriate coupon(s) must accompany any advance payment.

6. Delinquent payment. The Association is not be liable for payments not actually received by the Association, regardless of the cause of delay. It is the responsibility of the Owner to ensure and verify payments are received by the Association on time. If payment is not received by the 11th day of the month it is due, a delinquent notice will be sent by first class mail to the Owner. This notice will state the total amount due, which will include a \$25.00 late charge. If payment is not received within ten (10) days after the delinquent notice, a Demand Letter will be sent by certified mail, return receipt requested to the Owner. Such notice will state the total amount due including late charges, postage charges, and collection fees. If payment is not received by the due date shown on the Demand Letter, the unpaid account will be turned over to an attorney for collection.

7. Application of payment. Payments will be applied as set forth in Section 10.7 of the Declaration.

J. ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES

1. General procedures. An Owner must submit a proposal for an exterior addition, alteration or improvement to the Architectural Review Committee in writing, using a Request for Home Improvement Form. The proposal must contain a description of the project, including

the height, width, length, size, shape, color, materials, and location of the proposed improvement. Photographs or sketches of similar completed projects will aid in the consideration. Verbal requests will not be considered. Each alteration or addition must be specifically approved even if the intended addition, alteration or improvement conforms to the Declaration, and even if a similar or apparently identical addition, alteration or improvement has been previously approved.

2. Committee's decision. The applicant will be informed in writing of the Architectural Review Committee's decision. If a proposal is rejected, the reason(s) for disapproval must be stated within the written decision. The applicant may request reconsideration if new or additional information to clarify the request or demonstrate its acceptability is provided. The Architectural Review Committee, at its discretion, may request additional documents and information it deems appropriate.

3. Retention of Request. Copies of all requests for change, the written decision, and a statement of action will be maintained in the Association's records and filed according to street address of the Lot.

K. Rear Yard improvements. An Owner must ensure that the placement of any improvements or landscaping in the Rear Yard does not halt or materially interfere with the drainage system of adjoining Lots or property. Plans for any improvements to the Rear Yard of such Lots, including landscaping, must be submitted for approval in accordance with the Declaration and these Rules.

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CERTIFICATION

I hereby certify that I am the Secretary of Heron Lakes Townhome Association, Inc. and that the foregoing First Amended and Restated Rules and Regulations for Heron Lakes Townhome Association, Inc. was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 24 day of May, 2017, at which a quorum was at all times present.

DATED this the 24 day of May, 2017.

HERON LAKES TOWNHOME
ASSOCIATION, INC.

By: Henry S. Green, Jr.

Printed: Henry S. Green, Jr.

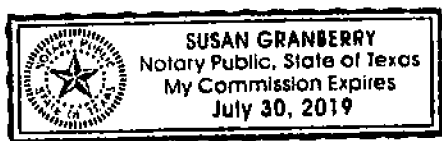
Its: Secretary

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 24th day of May, 2017 personally appeared Henry S. Green, Jr., Secretary of Heron Lakes Townhome Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



Susan Granberry
Notary Public in and for the State of Texas

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Pages 10
06/21/2017 09:13 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$48.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

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