



**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 is the original of, or true and correct copy of, the following dedicatory instrument, including known amendments or supplements thereto, governing the Association, which instrument has not previously been recorded: Amended and Restated Architectural and Landscaping Rules & Regulations of Heritage Grand Homeowners Association, Inc.

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: 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded documents: 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. 2011114388 in the Official Public Records of Fort Bend County, Texas) and Heritage Grand Architectural Policies filed June 26, 2019 under County Clerk's File No. 2019068390 in the Official Public Records of Fort Bend County, Texas.
- 20) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded documents: First Amendment to the Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc; and 2.) First Supplement to the Architectural Rules & Regulations of Heritage Grand Homeowners Association, filed February 21, 2020, under County Clerk's File No. 2020020768 in the Official Public Records of Fort Bend County, Texas.
- 21) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded documents: 1.) Amendment of the Architectural Rules & Regulations of Heritage Grand Homeowners Association; 2.) Revision of Appendix C of the Architectural Rules & Regulations; and 3.) Amendment to the Heritage Grand Architectural Policies filed November 5, 2020, under County Clerk's File No. 2020156689 in the Official Public Records of Fort Bend County, Texas.
- 22) Amended and Restated Clubhouse Rules & Regulations of Heritage Grand Homeowners Association, Inc., filed January 21, 2022, under County Clerk's File No. 2022010091 in the Official Public Records of Fort Bend County, Texas.
- 23) Amended and Restated Association Rules & Regulations of Heritage Grand Homeowners Association, Inc., filed on January 21, 2022, under County Clerk's File No. 2022010094 in the Official Public Records of Fort Bend County, Texas.

24) 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 January 31, 2022, under County Clerk’s File No. 2022014008 in the Official Public Records of Fort Bend County, Texas.

SIGNED on this the 15th day of June 2022.

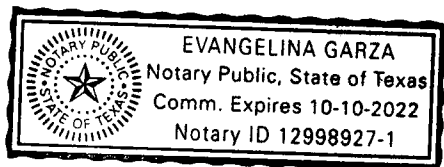
Sarah B. Gerdes, Attorney and Agent for
Heritage Grand Homeowners Association, Inc.

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 15th day of June 2022.



Notary Public – State of Texas

AFTER RECORDING, RETURN TO:



6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

AMENDED AND RESTATED

**ARCHITECTURAL AND LANDSCAPING
RULES & REGULATIONS**

OF

**HERITAGE GRAND HOMEOWNERS ASSOCIATION,
INC.**

A TEXAS NON-PROFIT CORPORATION

***TO BE EFFECTIVE UPON RECORDING IN
FORT BEND COUNTY, TEXAS***

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ARCHITECTURAL RULES & REGULATIONS

Article 1. Definitions

Terms used in this document have the following meanings:

1. **Address for Submission:** Heritage Grand Homeowners Association, Inc
Architectural Review Committee
The Grand Club
25125 Heritage Grand Circle
Katy, Texas 77494
2. **Aesthetic Considerations:** Relating to “being in good taste” a purely subjective assessment authority provided to the ARC per the **Declaration** Article VI Section 6.
3. **ARC:** Architectural Review Committee of the Association as provided for in the Declaration.
4. **ALR&R:** Architectural and Landscaping Rules & Regulations (this document). Board approved rules for property modifications as specified in Declaration Article VI Section 6. See also “Rules”.
5. **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**).
6. **Atrium:** An open patio around which a house is built.
7. **Back Yard:** Property area located between the front boundary (house/Common Area Fence), the back boundary (Perimeter, Common, or Party Fence) and the side boundaries (neighboring property, Party Fences and/or Common Area Fences).
8. **Board:** Shall mean and refer to the Board of Directors of the Association.
9. **Community:** Within this document shall refer to all of Heritage Grand.
10. **Community-Wide Standard:** Shall mean the standard of design, 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)
11. **Declaration:** (Also known as DCCR, 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.
12. **Fence – Common:** Fences facing streets and/or common areas within Heritage Grand.
13. **Fence – Party:** Fences located between Heritage Grand adjoining Lots and/or Units not facing streets.
14. **Fence – Perimeter:** Fences that mark the outside boundaries of Heritage Grand.
15. **French Drain (also known as Box Drains):** Term used to describe an underground drainage system for removal of surface water from the Front and/or Back Yard to the street.
16. **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.
17. **Front Yard (Planting):** Front Yard less paved area (e.g., driveway, sidewalk).
18. **Front Porch:** Concreted area outside the Front Door, excluding the Primary Walkway
19. **Heritage Grand:** All Sections of Heritage Grand under the Jurisdiction of the Association. Also referred to as “HG” herein.
20. **Landscape:** The visible features of an area of land, its landforms and how they integrate with natural or man-made features.

<i>Article 1. Definitions (continued)</i>

21. **Lot:** Defined in the **Declaration**. Plot of land within Heritage Grand intended for ownership and use as a stand-alone detached residence.
22. **Neighborhood Section:** Those areas of Heritage Grand designated by the builder. See Appendix B for a map showing these areas.
23. **Nuisance:** An unclean, unhealthy, unsightly, or unkempt condition as identified by the Association. See also **Declaration** Article VI Section 3.
24. **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**.
25. **Permanent Structure:** A structure that has a large, immovable-with-hand-tools foundation (ex., a poured concrete slab) or that would require structure demolition for removal. (A structure installed on pavers and readily disassembled within a few hours does not meet this definition.)
26. **POA:** Property Owners Association or more commonly known as Homeowners Association.
27. **Primary Tree:** Trees selected by the Board that may be used in the Front Yard to satisfy the requirement for a single trunk tree.
28. **Primary Walkway:** Term used for the private pedestrian walkway leading to the front door.
29. **Property Manager:** Professional, property management organization contracted and compensated by the Association to aid the Board.
30. **Request Form:** Application to be used by Owner when requesting modifications, alterations or new construction to any Residence, Unit or Lot. Also referred to as the "ARC app."
31. **Residence:** Defined in the **Declaration**. Single-family dwelling on a Lot.
32. **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.
33. **Secondary Walkway:** Term used for any homeowner-owned and maintained pedestrian walkway not leading to the front door.
34. **Sidewalk:** Term used for the Association owned and maintained pedestrian walkways within Heritage Grand.
35. **Texas Property Code:** Laws applicable to a POA as passed by the Texas Legislature. Where conflicting, the Texas Property Code overrules **Declaration** requirements. See Appendix C for more specifics.
36. **Temporary Structure:** Any structure the Association does not declare to be permanent.
37. **Unit:** Defined in the **Declaration**. Individual single family attached residence. (i.e., one side of an Americanas duplex)
38. **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.
39. **Variance:** A Declaration-delivered authority of the Board to provide dispensation from an Association Rule or Regulation.

Article 2. Overview

These Rules are implemented to maintain and enhance the overall aesthetics of the Community, expecting to result in overall property values protection. From a landscape perspective, focus is on a “from a vehicle’s windshield” viewpoint of the community-wide standard in our front yards. A secondary emphasis is protection of one homeowner from a neighbor’s lack of “good neighbor” concerns.

Residents are not allowed to place items on a neighbor’s property.

Section 1. General

1. The Board has established these **Architectural and Landscaping Rules & Regulations** (ALR&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 ALR&R, the terms of the **Declaration** shall take precedence. Similarly the **Texas Property Code** requirements take precedence over the **Declaration**. See Appendix “C” for further information on these legislative guidelines.
2. The Board may amend the ALR&R from time to time, as it deems necessary and appropriate.
3. **The PURPOSE of this ALR&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 ALR&R represents the HG Owners' collectively concurred-with methodology for achieving this purpose.
4. The Declaration established the **Architecture Review Committee** (ARC) as the reviewing authority to ensure compliance with the ALR&R established by the Board. Its members are appointed by the Board, but it operates under the authority of the Declaration.
5. **Compliance** (to governing documents) is the homeowner’s obligation to meet the requirements as set out in the “filed In Fort Bend County” governing documents of HG. There are 2 component activities involved: (a) a monitoring for potential non-compliance situations, and (b) the process to bring noncompliance situations back into compliance (or not). These activities are under the direction of the Board.
6. 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 ALR&R. Note – compliance with all governing laws and receipt of all required permits is the responsibility of the Owner.
7. 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**.
8. Acts of Nature constitute a special circumstance and will be handled on a case by case basis.
9. 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.

<i>Article 2. Overview (continued)</i>
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10. The Board, per the authority granted in the **Texas Property Code**, has final authority over the interpretation of the text contained within the Architectural and Landscaping R&Rs.

Section 2. Additional Requirements

Subsection 1. Easements

There is a five (5) foot Heritage Grand easement between properties that may be utilized by the Association or the adjacent property Owner for inspection or facilities replacement or repairs. (Note: per the **Declaration**, "Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.")

Subsection 2. Zero Lot Lines

1. A home's foundation is normally located some distance (either some inches or possibly feet in some instances) inside its property line, and this "close-to-the-property-line" location is referred to as the "zero lot line." For clarity, a neighbor owns this property even though it is located inside an adjacent neighbor's back yard. One homeowner may not encroach upon or construct anything on another neighbor's property, or change grade elevations on their property such that the neighbor's property no longer retains the builder's original drainage plan. (Examples of typical desired construction at this location: planting beds, trellises, etc.)
2. Submission to, and approval by, the ARC must be received prior to installation, repair, or replacement and/or maintenance which would occur in the zero lot line area.

Subsection 3. Holiday and Event Decorations

1. Exterior decorations may be displayed for any Association recognized holiday or event. **See Appendix A for a list of these holidays/events.**
2. Holidays are category 1, category 2 or category 3 based on the duration that decorations may remain displayed. (This does not infer importance of any holiday.)
3. Category 1 decorations and lights may be displayed for thirty (30) days prior and fifteen (15) days after the holiday. Owners are encouraged to take down decoration as soon as possible after the holiday. They should avoid having more than one Category of decorations displayed at a time.
4. Category 2 decorations may be displayed for a maximum of 12 days.
5. Category 3 decorations may be displayed for a maximum of 5 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, except in December when yard maintenance may be suspended.
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; nails, screws, staples, etc. are not acceptable.
10. Applications for common area fences where the Owner owns property only on one side of the fence, and the other side of the fence faces inward to the subdivision may be approved. In no case will Perimeter Fence requests for decorating facing outside the subdivision be approved.
11. Once the Board grants permission for an Owner to decorate a common area, that Owner may decorate that area annually per the conditions of the original approval as long as there is no interruption in the decorating. If the Owner chooses not to decorate one (1) year, then he/she must reapply to do it again. Also, if the Owner wants to make a material change to his original decorating proposal, he/she also must reapply.
12. See also specific rules for “team event support” found in this document under “Banners.”

Article 3. Landscaping

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

1. Yard Art shall not violate **Declaration** Article VI Section 3 (Nuisance).
2. The **Declaration’s** Article VI Section 6 states “Review and approval of any application pursuant to this Article may be made solely on the basis of *aesthetic* considerations.”
3. Planting/replanting of planting beds for color or replacing damaged/dead plants like-for-like or with an equivalent sized plant does not require an ARC Application. Residents shall remove dead vegetation as soon as the vegetation’s status is verified; replacement plantings shall be installed at the earliest reasonable planting time. In all cases Planting Beds must be kept landscaped and not left permanently barren.
4. Owner is responsible for the proper watering of lawns, Planting Beds and any other landscaping.
5. 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 or vermin.
6. Owner is responsible for maintaining all accents, outdoor furniture and yard art in a state of good repair.
7. All yard items are the responsibility of the Owner and must be secured or removed, if required, in times of severe weather to prevent damage to Community property. Owner is responsible for all damage caused by any items within their property.
8. If items such as dirt, fertilizer, lumber, building materials, trailers, nonworking vehicles, construction dumpsters, moving PODs, etc., are placed on a driveway or is visible from the street, it will only be allowed to remain for a staff-permitted period of time.

Section 2. Trees

One tree (the “Primary Tree”) is required in the front yard of each property. (For Primary Tree specifics, see Art. 4. Sec. 2.)

A “Secondary Tree” is any tree(s) other than the primary tree. (Homeowners are not required to keep any trees other than the Primary Tree.)

Article 3. Landscaping (continued)

1. All tree installation requests require a prior ARC application approval.
2. Tree installation requests for placement within ten (10) feet of a neighbor's property line or ten (10) feet of an Association street will not be approved.
Note: removal of existing trees within this ten foot area is not required.
3. Owners are responsible for all trees on their property.
(This responsibility is in place regardless of whether the front yard tree is located within the Owner's platted property or on the street right-of-way also shown on their plat.)
4. Homeowners shall manage their tree branches so as to keep a minimum fourteen (14) foot clearance over streets (minimum at the curb) and eight (8) clearance over Community Sidewalks. Trees shall be maintained such that branch contact is never made with the neighbor's house or roof. (Worst branch "reach" situations to control against occur during wind and/or rain events.)
5. With respect to trees located within a Front Yard, and due to the front yard maintenance amenity (yard mowing, etc.), the Association periodically trims all front yard trees to maintain a six (6) foot under-canopy working space for these crews.
6. When front yard trees are removed, the stump and other above ground roots must be removed to a minimum depth of eight (8) inches below the ground surface, the hole must be filled in and grass, consistent with surrounding area, be planted.
7. Adhering to the ten (10) foot minimum spacing does not guarantee that there will not be root damage from a tree that is originally planted or that is added.

Primary Tree Specifics

A minimum of one single trunk tree from the following list is required for each Lot or Unit:

- Live Oak
- Mexican White Oak (Monterey Oak)
- White Oak
- Montezuma Bald Cypress (Montezuma Cypress)
- Red Maple
- Carolina Cherry Laurel

A replacement tree installed to retain the one tree requirement must (a) be one of the trees in the approved list above and (b) must be at least thirty (30) gallons and ten (10) feet tall with a tree circumference of 4.75" (equals 1 ½" diameter) measured 4.5 feet above the ground.

Section 3. Irrigation and Drainage**Subsection 1. 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. New additions to the Lot or Unit irrigation system will be done by and at the expense of the Owner.
4. Additions must conform to components as currently utilized in the existing system.
5. Association will provide adjustments (maximum of twice per year) and replacement of broken components (consistent with the existing system) except the controller.

<i>Article 3. Landscaping (continued)</i>

6. New additions to the Lot or Unit irrigation system will be done by and at the expense of the Owner.
7. Additions must conform to components as currently utilized in the existing system.
8. Association will provide adjustments (maximum of twice per year) and replacement of broken components (consistent with the existing system) except the controller.
9. The backflow preventer (the device itself, not the associated piping loop and valving) requires state-recertification after repair, and therefore is not an owner-maintenance item. If this valve fails, it will be replaced and recertified by the Association.
Exception: If the failure is due to lack of freeze protection or other homeowner abuse, the Association's repair cost will be debited to the negligent homeowner.

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 shall 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 Drains (also known as 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. See Streets, Curbs, Yard Drains below.
3. If a pop-up device is used for the drain termination (the Association-preferred termination method), it shall be installed by Owner behind the curb such that it is unobtrusive in the closed mode and does not interfere with yard maintenance. Repair or replacement of the pop-up device when required shall be done by the Owner in a timely manner.
4. Ongoing maintenance and repair of Association installed curb drain penetrations shall be the responsibility of the Association.

Section 4. Common Areas**Subsection 1. General**

1. Being Association Common Property, property Owners cannot place any items or plantings here unless first approved in writing by the Association.
Exception: see the holiday decorations information elsewhere in this document.
These items include but are not limited to: park benches, tables, chairs, etc.
 - a. Residents shall provide item specifications to the Board as part of the application.
 - b. The Resident's name on the application will be designated as the responsible party for the property once approval is given.
 - c. Property must be maintained by the Residents and not the Association.
 - d. Residents must remove the property when leaving the Community (whether traveling for a period of time or selling his/her residence).

- e. The Association has the right to remove the property if it falls into disrepair or becomes an eyesore to the community.
- f. 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. Residents shall be responsible for all damage or injuries resulting from use of the property, including damage caused by the failure to secure or move the property during a storm.

Subsection 2. Streets, Curbs, Yard Drains

- 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 without Association approval. House numbers shall not be painted on the curbs.
- 3. Curb cuts for drainage (See French Drains, above) will be done utilizing the following guideline:
 - a. Saw cut the curb creating a six (6) inch opening.
 - b. Insert a three (3) inch Schedule 40 PVC pipe through the curb cut with a three by four inch (3" x 4") adapter to connect to the homeowner-specified drain system
 - c. Concrete will then be replaced around the three inch pipe and match the profile of the existing curb
- 4. Curb cuts performed by Owners without Association approval will be removed at Owner expense.

Subsection 3. Side Yard Common Property

- 1. Being Association Common Property, adjacent property Owners may place no items or plantings here by an unless first approved in writing by the Association.
- 2. Owner has the responsibility to water this area, and the Association has the responsibility for maintaining (except watering) the lawn and trees.
(Refer to the **Declaration** Supplemental dated December 2, 2003)

Article 4. Front Yard Landscaping

Section 1. General

- 1. The Association provides routine Front Yard maintenance (except trees) through Owner-paid assessments. Front Yard shrubbery is also trimmed as part of the assessments fee. Owners wishing to trim their own shrubs may register at front desk to reject or reinstitute the Association-provided service. See also – **Declaration** Article V. Section 2. Owner's Maintenance.
- 2. The Owner has the following obligations concerning planting beds; he/she shall, in a timely fashion and at his/her expense: (a) maintain the content of the beds in a state of good repair – prevent overgrowth through thinning and replacing dead or "overgrown" plants; (b) maintain the size of the planting bed (or request a change in size through ARC approval); and (c) maintain planting bed border management (see Accents, following).
- 3. The Owner may replace existing plantings with different plant varieties but must still maintain the current landscape design – the Community-Wide Standard (a determination made by the ARC).

<i>Article 4. Front Yard Landscaping (continued)</i>
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4. Failure of meeting the obligations of #2 above may be corrected by the Association at Owner expense.
5. Owner shall ensure that the house address number is always clearly visible from the street. (This is to be considered when house decorations are displayed.)
6. Bushes shall be maintained such that contact is never made with the neighbor's house. (Worst branch "reach" situations to control against occur during wind and/or rain events.)

Section 2. Planting Beds

Subsection 1. Size and Placement

- e. 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 and that does not require mowing (also referred to as flowerbeds).
- f. Planting beds may not exceed twenty-five (25) percent of the unpaved Front Yard (including easement).
- g. Planting beds (which includes areas created for placement of outdoor furniture, accents or yard art) may not be increased or decreased in size without ARC approval. These community-standard-influenced decisions are made on a case-by-case basis including the ARC's authority for decision-making based on aesthetics.
- h. Owners in the Americanas duplexes have a small landscaped area between their paired driveways. This planting area must be maintained with shrubs and cannot be replaced with pavers, flagstones, etc. When proposing to re-landscape this area, both Owners must jointly apply to change the vegetation.

Subsection 2. Prohibited Plantings

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 3. Accents, Yard Art, Living Plants Containers

Subsection 1. Definitions

Accents are typically natural (non-manmade) or *appear* to be natural items placed within and around Planting Beds (planting bed borders).

Yard Art references manmade items added to the landscape, and includes any 3-dimensional item including elements otherwise considered a sculpture, ornament, statue, vase, urn, owner name sign, etc.. Note: Outdoor Furniture and Outdoor Lighting are addressed separately from Yard Art.

Subsection 2. Accents

1. Accents must be compatible with and complimentary to Neighborhood Section landscaping scheme (acceptability decisions are made by the ARC).
2. Planting Bed Borders of brick, scalloped concrete, plastic fencing, etc. and wood edging are not permitted.

Article 4. Front Yard Landscaping (continued)

Subsection 3. Yard Art**Size and Number**

No more than five (5) Yard Art items (total of all Yard Art categories -- Seasonal Yard Art, tree hangings, Banners) shall be permitted, and Yard Art shall be no taller than approximately three (3) feet.

Placement

1. Front Yard Art or accents shall not be placed in such a manner as to impede or interfere with Association Front Yard grass maintenance activities (i.e., placed on concrete or within Planting Beds). Yard Art hanging over a grass area must be above the required six (6) foot maintenance clearance.
2. Yard Art 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).

Prohibited Yard Art

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. Basketball goals
5. Artificial plants and flowers

Seasonal Yard Art

1. Seasonal Yard Art reflects the current season of the year (Spring, Summer, Fall or Winter).
2. Seasonal Yard Art is temporary and must be removed when the season changes. (Exception: Seasonal Yard Art that can reasonably be also considered as part of a Holiday Decoration – see Art. 2. Holiday and Event Decorations)

Banners

A Banner is a decorative flag or placard displaying a design and/or a name or slogan. The display anticipated utilizing these rules is a banner typically described as a “garden banner.”

Only one (1) Banner may be displayed at any one time (regardless of type).

1. Banner shall have a size not to exceed 14” by 18”.
2. Banner must be located in non-grassed (non-mowed) area.
3. Bare banner Brackets (without banners flying) shall immediately be removed.

Banners Reflecting “Team Support”

The following specific rules address banners supporting team athletics and the like (high school, college, professional, etc.). Although not limited to athletics, it is anticipated that the major implementation of these rules will be used for promotion of those events.

Banners reflecting group support may be displayed either (a) the singular date of the competition, or (b) a specific (relatively short time period) grouping of competitions (for instance, continuously during the World Series, College World Series, March Madness basketball, etc.).

This display approval expressly forbids a display of team support for an entire season of activity (the full NFL or MLB or NBA season or continuous college sport season, etc.).

Article 4. Front Yard Landscaping (continued)

Subsection 4. Containers for Living Plants

Containers addressed by this subsection promote **living** plants and are not included in the Yard Art count limitation; empty containers are classified as Yard Art and are included in the count limitation. ARC will exercise its authority to make an aesthetic determination for any container that more embodies “yard art” than a “planting vessel,” and may classify it as a yard art element (even if a living plant is included).

1. Plant Containers referenced here include Flowerpots, Planters, Vases, Urns, and the like.
2. Hanging baskets with living plants are permitted on the front porch or in the Front Yard Planting Bed (on substantial hook).

Subsection 5. Outdoor Furniture

1. Outdoor Furniture is a type of furniture specifically designed for permanent outdoor use. This is 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.
4. Furniture shall not be placed in such a manner as to impede or interfere with Association Front Yard grass maintenance activities, but may be placed within Planting Beds. Furniture placement on driveways is limited to immediate use only.

Subsection 6. Signs

1. Political Signs are specifically allowed by the Texas Election Code subject to the following:
 - a. Number: Only one (1) political sign per political candidate or ballot item. This sign must be removed no later than ten (10) days after the election.
 - b. Location: The sign shall be placed in a landscaping bed so as not to interfere with routine Association-provided yard care.
 - c. Each “Allowable Prohibition” as listed in the Texas Election Code 259.002 shall apply and be enforced.
2. Signs other than political:

For Sale, Open House and Estate Sale signs shall be permitted under the following conditions:

- a. Location: on a direct route to the subject property.
- b. Size: 18” by 24” standard real estate sign.
- c. Materials: wood, cardboard or plastic material.
- d. Time: Not earlier than the day before the event.

Construction Company Signs (advertising signs) shall be permitted under the following conditions:

- a. Sign size shall be “unobtrusive” per the Association’s determination.
- b. Sign shall be displayed only during the actual construction period or one (1) week, whichever is shorter.

<i>Article 4. Front Yard Landscaping (continued)</i>
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Subsection 7. Flags

Flags of the United States, the State of Texas, or of any branch of the United States armed forces are permitted in Heritage Grand by the Texas Property Code subject to all the restrictions listed therein plus the following specifics:

1. Only one each of the permitted flags shall be flown at any one time
2. The flag may be either attached to the residence or be free-standing if located on the Owner's property

Subsection 8. Trellis Use

A trellis, as used in this document, is a flat structure of open latticework (not an arbor) used to support vines and other climbing plants.

1. The trellis must be in harmony with home design, color scheme and property landscape.
2. Trellis must be free-standing, without guy wires and no taller than seven (7) feet.
3. Wires running from the ground to the eaves of the home with vines attached are not allowed.
4. 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 9. Hoses and Hose Holders

1. A water hose, when not in current use, must be either contained on a hose storage rack or removed from sight. Supporting a hose from the spigot or leaving it on the ground is a rules violation.
2. Per state law, Owners are responsible for maintaining, in good working order, backflow preventers at each outside faucet.

Subsection 10. 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. An ARC application is not required to put in low lumen solar lights to illuminate walkways for safety reasons.
2. No colored landscape lighting is allowed except as temporary Holiday Decorations. (see Art. 2. Holiday and Event Decorations).
3. No lights shall be hung on Common Area Fences except as holiday decorations and using temporary non-perforating attachments. (see Art. 2. Holiday and Event Decorations).

Article 5. Back Yards

Within **Declaration** limits, all landscaping is the responsibility of the Owner as long as it does not negatively impact neighbors, the Association or the Community.

Section 1. General

1. Items shall not violate **Declaration** Article VI. Section 3. Nuisance. The existence of a violation shall be determined by the Board in its sole discretion.
2. Bushes shall be maintained such that contact is never made with the neighbor's house. (Worst branch "reach" situations to control against occur during wind and/or rain events.)
3. Plantings located within a utility easement are done so at the Owner's financial risk. Utility companies are required to return areas damaged by their work to a grassed condition only (no requirement to replace other plantings).

Section 2. Landscape Screening

1. Additional permanent landscape screening plantings shall be installed, if required, to restrict the observance of back yard facilities from the street.
2. If screening plants are required, the screening plants must be capable of fully screening the building within two growing seasons.

Section 3. Planting Beds

1. Planting beds (flowerbeds) shall not be placed against an Association fence. If the original grassed border is (or has been) removed, a 12" wide, 6" deep bull rock border shall be installed between the Association fence and any otherwise adjacent planting bed to protect premature fence failure.
2. It is suggested that the border be contained by a non-decomposing barrier such as plastic edging, synthetic composite edging, or baked enamel painted steel edging.
3. **Planting beds (flowerbeds) shall not be placed against a neighbor's house or on the neighbor's property.**
Reference Art. 2. Sec. 2. Subsection 2. Zero Lot Lines for additional information.

Section 4. Fountains

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

Section 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 propane or 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.

Section 6. Rainwater Harvesting

Any rainwater harvesting (e.g., rain barrel) device must be in the Owner's Back Yard out of sight of the street (use plant screening if required).

Also see Appendix C.

Section 7. Composting Devices

Any composting device must be in the Owners Back Yard out of sight of the street (use plant screening if required). Also see Appendix C.

Article 6. Roofing

Section 1. General

All residential roofs in the Community are uniform in color – GAF Weathered Wood or equivalent – and of a general construction – asphalt composition shingles. Wood shingles are specifically prohibited for fire safety reasons.

Following written approval from the Association, a Stand-Alone Housing Owner may reroof his/her home using shingles and procedures that comply with this AR&R.

Information or literature showing the proposed shingle type, warranty rating, and color must accompany the ARC application.

Shingles must be installed in compliance with the manufacturer's procedures. Owner must use a Contractor who is an approved installer by the shingle manufacturer and who provides a 3-year leak-free warranty.

Upgraded Materials Available

A roofing material upgrade is available and worth considering (although at an increased cost): These upgraded shingles are designed with improved "impact resistance" (meets the UL2218 Class 4 test) by modifying the asphalt formulation of the shingle; and these improved shingles can also meet the (ASTM D3161 Class F) wind resistance rating of 130 MPH wind gusts. Using upgraded shingles is potentially beneficial due to less expected damage from high winds, hurricanes and hail storms. The following shingle manufacturer brands seem to be equivalent: GAF Timberline AmorShield II; Owens Corning Storm Shingle; etc..

Section 2. Materials

1. All residential buildings shall be roofed with composition shingles.
2. All roofing in Heritage Grand is uniform in color. Replacement roofing shingles must be the color of GAF Weathered Wood or equivalent.
3. Replacement shingles must be of like design and quality (or better) as those being replaced; e.g., three-tab shingles can be replaced with three-tab shingles or "high definition" (also known as "architectural"), and existing "high definition" shingles must be replaced with "high definition" shingles (GAF-ELK Timberline or equivalent).
4. Replacement shingles must have stated warranty of at least 25 years.
5. Improved hail resistant shingles (see Section 1, General above for more specifics), 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.

Section 3. Construction Specifics

1. Roof overlays are not allowed.
2. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced. All existing roof decking is believed to be "Tech Shield;" replaced decking must match the existing decking material.
3. Roofing Felt (tar paper): a minimum 30 lb. roofing felt, or equivalent must be used under the shingles. (Most roofing companies use a synthetic felt.)
4. Ridge vents are encouraged to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.

<i>Article 6. Roofing (continued)</i>

5. Contractors shall pick up yard debris daily, and haul away the old roof and do a magnetic sweep at the end of the job.
6. All roof protrusions, such as vents and roof jacks must be painted to match the shingles.
7. Drip edges must be painted to match house trim's paint color. Lead roof jacks are preferred; plastic roof jacks that are not UV resistant are prohibited.

Section 4. Extension from Existing Roofing to Cover New Construction

1. New construction roof materials shall be consistent with roofing specifications (including materials and color) as stated in Materials above 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.

Section 5. Homeowner-Requested Roof Penetrations

1. All roof-penetration requests (regardless of stand-alone or duplex-housing type) require written ARC approval.
2. Since roof and roof leak damage at the Americanas duplexes is collectively paid for by all Americanas Owners, additional requirement for those homes follows:
 - a. A minimum three (3)-year "leak free" warranty shall be obtained from the installer and delivered to the Association for retaining in the specific housing files.
 - b. A notarized waiver shall be signed and maintained in the Association's housing files stating (a) that the resident accepts liability for future leaks from that (those) specific roof penetration(s) for a five (5) year period and (b) that necessary repairs during that period will be made by HG but the resident billed for the repair work.
 - c. Homeowner-requested roof penetrations are limited to a maximum of three (3).
 - d. Each homeowner-requested roof penetration is limited to round "solar tube" penetration styles no larger than twenty-four (24) inches in diameter.

At the completion of the five (5)-year period referenced in item b above, complete roof leak responsibility reverts to the Association. The homeowner, however, perpetually retains responsibility for (a) the weather-sealing capability of the specific homeowner-chosen element (the solar tube head, etc.) located on the roof, and (b) financial liability for this element's physical replacement when necessary.

3. All Americanas duplex roofing work will be performed by the Association.

Article 7. Construction

GUIDING PRINCIPLE: External architectural modifications or additions to a home shall be consistent with or complimentary to the existing home and Neighborhood Section.

Section 1. General

1. See also Appendix D – Extensions and Outbuildings for additional information.
2. All new construction 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 or Unit.
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.

Internal Renovations

Internal renovations that do not modify the outward appearance of the home are outside the authority of the Association.

Internal Renovation Exception: 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.

External Renovations (Additions)

External Renovations (those that change the house's outward appearance) require approval of the Association as do those renovations that increase the climate-controlled area of the structure.

Section 2. Placement Limitations

New construction will not be approved by ARC if it violates any of the following **restrictions**:

Subsection 1. Maintenance and Repainting Clearance

For free-standing (non-attached) new construction whose desired size might hinder maintenance or pest control efforts for the existing structure, there must be adequate separation to allow for this work. Five (5) feet spacing is the typical ARC-required spacing necessity for taller items like a shed, but 18" for a shorter item like a generator or pool pumps.

Subsection 2. Fence Clearance for Association-Owned Fences

Structures considered "permanent" must be located five (5) feet or more from any Association-owned fence.

Subsection 3. Utility and Right-of-Way Easements

1. No Permanent Structure (see Definitions) may be constructed on these easements.
2. For Temporary Structure or portable construction placed on any utility easement – all costs associated with the removal or replacement of any construction (including landscaping) beyond replacement of grass on an easement will be the liability of the Owner.
3. Utility Easement location and widths vary and are specified on the Owner's plat drawing. Access easements are found in the Declaration and elsewhere in this document.

<i>Article 7. Construction (continued)</i>
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Subsection 4. Near Neighboring Properties

Spacing requirements for construction or plantings near neighboring properties (either owned by another individual or the Association) are specified throughout this document. Specific emphasis is given to Association-owned fencing and along a neighbor's property line (the "zero lot line").

Subsection 5. Building Set-Backs

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.). These set-back requirements are specified on the Owner's plat drawing.

Section 3. Construction Details**Subsection 1. General**

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 2. Materials of Construction, General

1. All above ground structures shall be made of materials resistant to decay, such as weather resistant wood, engineered wood, Hardie Plank, 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 bricked 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 3. External 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 as **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.

<i>Article 7. Construction (continued)</i>
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4. Americanas (duplex) siding is replaced at Association expense unless the repair is a result of homeowner negligence.

Subsection 4. Structural Support Considerations

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:
 1. Treated Wood (painted to match the trim of the house);
 2. Naturally rot resistant wood in its natural color (e.g. redwood or teak); or
 3. 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 5. Exterior Lighting (Non-Landscaping)

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 6. 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.
2. Fixture design shall be as close to identical of existing fixture as possible.
3. Americanas homeowners sharing a building must agree (in writing) to maintain uniformity when putting in coach lights.

Subsection 7. Exterior Painting

General Requirements

1. All exterior house painting is funded (through Association assessment) and managed by the Association.
2. Painting schedule is set by the Association based on when houses were entered onto the tax rolls, 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.
Exception: 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

<i>Article 7. Construction (continued)</i>
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- recommendations are followed. Maintenance of painted porch floors shall be the responsibility of the Owner, not the Association.
5. Utility meters, storm drains or fire hydrants shall not be painted.
 6. Stand-alone houses painted in a single-color shall be repainted as a single color house; houses presently having multiple colors may be repainted in the same multiple colors or as a single-color house.
 7. 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). (Refer to Section 8 following for Shutters.)
 8. Both homes in an Americanas building must be painted the same exterior color.

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 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. Requested housing color changes must not be the same color as the neighbors' houses on either side of the property requesting the color change.
4. Americanas color-change requests require the written agreement of both Owners of the building.
5. Americanas trim colors may not be changed. (Without exception, all Americanas buildings trim paint is the same one color.)

Subsection 8. Painting for Shutters

6. Painted shutters will either be repainted the same color as at present, one of the colors on the approved shutter palette, or painted with the house's trim color as long as it significantly contrasts with the color of the shutter's mounting surface. All shutters shall be painted the same color. ("Significantly Contrasting" is ARC's binding opinion.)
7. 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.
8. Shutters are painted by the Association as part of the nine-year home painting cycle.
9. An Owner may request to have shutters added but only with ARC approval and if they are consistent with their Neighborhood Section.

Subsection 9. Gutter Additions

1. Additional house gutters must be approved by the Association; Owner must submit a Request Form and obtain approval prior to installation.
2. Owners are expected to keep gutters clear of debris so they may drain freely. Owners may install leaf-guards (at their expense).
3. Americanas 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

<i>Article 7. Construction (continued)</i>
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Association prior to installation. Once installed at homeowner expense, ongoing maintenance costs will be borne by the Association.

4. 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.

Subsection 10. Windows and Doors, Maintenance

1. Stained wooden doors are refinished by the Association, at Owner request, no more frequently than every three (3) years.
2. Painted metal doors are repainted with the home every nine (9) years.
3. 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.
4. Owner is responsible for maintaining the appearance of their front door.
5. All upgrades to front doors require approval by the Association prior to installation.

Subsection 11. Windows and Doors, Replacement

General Rules

1. Owners may request replacing doors or windows at their expense 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. Wood doors can be changed to fit existing frames but this requires specialty vendors that can hang and plane door edges to fit properly.
4. Door accessories (decorative door knockers, brass kick-plates and peep holes) are acceptable. As long as they match the door décor, an ARC application is not needed for adding door accessories.
5. Dead bolt locks are required.

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.

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.

<i>Article 7. Construction (continued)</i>
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3. Window glass is optional but if installed it must be double insulated, storm rated and may have leaded glass.

Windows

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

Subsection 12. Solar Screens and Window Film**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.

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 13. 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 color on which it is installed.
4. Window film placed on storm doors must follow the window film guidelines in Subsection 3, following.

No application is required for back yard doors.

Subsection 14. Hurricane Shutters

No permanent hurricane shutters shall be installed.

<i>Article 7. Construction (continued)</i>
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Subsection 15. Driveways

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

Painting/Staining

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

Replacement or Repair

1. Replacement driveway shall be 4" or thicker 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.
5. Driveway leveling is done after receiving ARC approval and is performed at homeowner expense.
6. Expansion joints must be repaired with one of the following methods:
 - a. Replace wood with wood (not recommended).
 - b. Fill with self-leveling silicon using an inert fillers such as polystyrene.
 - c. Use "slab-gaskets" that are commercially available.

Subsection 16. 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.

Subsection 17. Walkways, Homeowner-Maintained

Owner may have a Primary and/or Secondary Walkways for which he/she is responsible.

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. Secondary Walkways 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. As a temporary safety response until repaired, walkways 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. (**Declaration** Article V Section 2)

<i>Article 7. Construction (continued)</i>
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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).

Subsection 18. Sidewalks, Association-Maintained

The Association is responsible for Community Sidewalks which are walkways on Community property or street right-of-way.

Subsection 19. Fencing Types

General Fence Rules

1. All fencing must be in accordance with the "Fence Standards".
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.
A 2021 TPC revision (TPC Section 202.023) allows Owners the right to have a perimeter security fence. Since back yards are currently fenced, the impact to the Association might be an ARC request by a homeowner to install, at their initial construction and ongoing maintenance cost, a fence within the property line in the front yard. If installed, the fencing and gating design will adhere to metal fence standards utilized by the Association.
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. Owner-planted vegetation shall be removed at Owner expense if it hinders this work.
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 Owner's expense regardless of the fence location, type or function.
6. Any landscape planting bed (flowerbed) near an Association-maintained fence must have twelve (12) inches of grass between the bed and the fence or a strip consisting of twelve (12) inch wide and six (6) inches deep river rock to keep the fence from rotting. This twelve (12) inch protection strip shall be no higher elevation than the natural grade of the nearby yard.
7. Homeowner application of any paint, stain or sealant to Association-owned fences is limited to the private homeowner side (the inside of the fences) where none of the application is seen from the street.

Common Area Fences

1. Common Area Fences are those fences which are facing streets and/or common areas within Heritage Grand and are owned and maintained by the Association.
2. Common Area Fences are typically wood or metal.
3. "Puppy Panels" are permitted to be added on the bottom of metal fences.
4. Some Common Area Fencing is located on an 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)

<i>Article 7. Construction (continued)</i>
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5. Regardless of #4 above, if fence damage is due to homeowner negligence (for example, disregard concerning installation of the protection strip as described in Subsection 1, #7, above) and the result is the failure of a local fence post, the repair of the fence will be made by the Association but the cost of that negligent fence damage will be charged to the specific homeowner. (This will occur regardless of whether the illegal planting bed installation was installed by the current or a previous property Owner.)
6. Damage to installed "rot boards" does not fall into a homeowner negligence category and will be considered routine wear-and-tear.

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 Declaration. (**Declaration:** Article V Section 1)

Subsection 20. 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 and maintained (shared cost) by the Owners sharing the fence.
3. Party Fences shall be constructed as a 6-foot-tall above grade cedar picketed wood fence following an alternating section design not being taller than any common or perimeter fence with which it intersects and tapering to any common or perimeter fence to which it connects.
4. Written concurrence of all Owners sharing a Party Fence is required to replace it. Refer to the Article V Section 3 of the Declaration for the agreed-upon arbitration process if there is Owner disagreement/dispute concerning fence replacement.
5. Construction standards for a party fence are:
 - a. Posts will be 4"x4"x7' pressure treated pine set approximately 2' in concrete with spacing between posts no greater than 7' on centers.
 - b. There will be three horizontal rails nominally 2"x4" #2 grade or better pressure treated pine. The top rail will be laid flat on the tops of the posts and will span two posts (approximately 14') The two lower rails will be evenly spaced with the bottom rail approximately 18" above the ground.
 - c. Pickets shall be #2 grade or better cedar and will be nominally 1"x6" cut to an appropriate length to provide a 6' overall fence height when measured from natural grade. Pickets will be mounted such that every other 7' section will have the picket face facing inward. Pickets will be attached with a minimum of 2 nails (ring shank galvanized or equivalent) per rail.
 - d. Optional: Owners are encouraged to provide a rot board to extend picket life. This is a horizontal 2"x6" #2 or better pressure treated pine (bevel cut) installed at the bottom of the fence pickets. Rot board should be secured using 16d galvanized nails or equivalent.

<i>Article 7. Construction (continued)</i>
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- e. Optional: Sealer – Owners may use a stain or stain sealer of their choice for their fence as it is not seen by anyone else. An ARC application is not needed to stain or seal an existing party fence inside their back yard.

Section 4. Specific Structures and Devices

Subsection 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.

Subsection 2. Patio Enclosure

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.

Subsection 3. Sunroom

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. Deck

An above ground flat platform (usually wood). Deck surface shall not exceed twelve (12) inches above natural grade.

Subsection 5. 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 utilize the same screening material and shall be of compatible framing as the walls. Door locks are optional.
4. If the porch requires an extension of the slab, see also Art. 7. Section 2 and the “Permanent Structure” definition.
5. If porch requires a roof extension, see also Art. 6 Sec 4.

Subsection 6. Sun Screening Devices

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

1. The sun screening device may consist of a retractable awning or drop-down shade (e.g., Roman Shade).

<i>Article 7. Construction (continued)</i>
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2. Sun screening device shall be stored out of sight when not in use.
3. Material utilized may be heavy canvas, flexible vinyl or bamboo (Roman Shade only).
4. Permanent extended awnings are not allowed.

Subsection 7. Arbor, Pergola

An "Arbor" or "Pergola" shall be defined as a free standing, open-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. It is permissible to have a polycarbonate roof if slightly sloped for drainage.

1. It must (a) match the trim of the home, (b) be white or (c) natural rough sawn cedar. It shall approximate the fascia height of the home while maintaining the minimum nine (9) foot under-structure clearance.
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 8. Gazebo

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.

Subsection 9. Storage Building (Shed)

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 shall have an exterior that architecturally compliments the exterior of the main dwelling and the Neighborhood Section.
 - a. For Built-in-place sheds, the paint shall be harmonious to the main residence. A shingled roof shall match the main residence roof.
 - b. For Prefabricated sheds, the Owner must submit his/her selection from the manufacturer's color palette 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 screened from front view. Supplement with landscape screening if ARC-required (Art. 5 Sec. 2).
3. 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.
4. Built-in-place sheds: Follow general Construction requirements.
5. Only one shed per property is allowed (excludes small storage lockers).

<i>Article 7. Construction (continued)</i>
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Subsection 10. Atrium

Modifications of the atrium resulting in its enclosure (increasing climate-controlled area) shall be considered an Addition and addressed on a case-by-case basis with Board approval required. If left as open aired, it is permissible to roof over the atrium.

Subsection 11. Solar Energy Device

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

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)

General Rules

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

Subsection 12. Permanent Standby Electric Generator (SEG)

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:

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.
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. Owners should be aware that manufacturer’s requirements and Texas Law also control the exact location of a generator. Texas Law forbids putting a generator under an operational window to avoid intrusion of carbon monoxide into the house. Owners can choose to disable a window (e.g. prevent from being opened) if available space for a generator is limited. Manufacturers also do not want the air intake for the generator to be from the air conditioner exhaust. Normally they want it 18” away from the applicant’s fence or house to provide room for maintenance and piping connections.
5. The SEG shall be powered by natural gas.

<i>Article 7. Construction (continued)</i>
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6. 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.
7. SEGs located behind fencing, other than wood, will require screening plants. This must be included in the ARC Request Form.
8. 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.
9. 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.
10. The SEG shall have a generating capacity of not less than seven kilowatts.
11. The SEG electrical and fuel lines shall be maintained in good condition.
12. Repair, replacement or removal of any deteriorated or unsafe components of a SEG is the responsibility of the Owner.
13. 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.

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).

Subsection 13. Water Features

Due to limited space in the Heritage Grand Back Yards, Owners must present adequate documentation to assure sufficient space exists for these projects (mainly for pools) as well as the construction. Water features shall comply with all federal and Texas laws.

Pool Buildings

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

Application Specifics

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 (the plat) by a professional land surveyor is required (the survey received at closing).
3. If a swimming pool is being requested, a second survey (same as above) is required with the pool imaged onto the survey.

<i>Article 7. Construction (continued)</i>
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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 site.
 - 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.

General Rules

1. See also other applicable Construction sections.
2. Owner can specify distances between his residence and his pool facilities/equipment, but a minimum five (5) foot spacing is required between facilities/equipment and Association fencing or adjacent property lines.
3. Swimming pool appurtenances, such as rock waterfalls and slides must not exceed three (3) feet in height when measured from the natural ground or cannot be seen from the street or from a neighbor's yard.
4. Pool decking may not exceed twelve (12) inches in height above natural grade.
5. Above ground spas must not exceed four (4) feet in height and any decking surrounding the structure must not exceed that height.
6. 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.
7. Above ground spas must be on a substantial foundation (reinforced concrete or pavers/flagstone over compacted rock and sand).
8. Permanent above ground swimming pools are strictly prohibited.
9. Ponds must be a closed water system and be aerated to avoid stagnancy and mosquito breeding. Owners are cautioned that untreated water without chemicals or UV light treatment are subject to rapid algae growth and therefore maintenance challenges. Ponds intended to stock fish should have the water bio-filtered. An electric pump in the pond should be connected to a GFI outlet. They shall not be greater in size than 150 square feet and deeper than 24".
10. Owners are referred to responsible pond suppliers. If use of ponds is discontinued and they are not maintained, the Owner must remove the pond and return the area to its original condition.

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, self-locking gate. See also Appendix C (TPC).
2. The gate must be constructed of the same material as the fence, per the Guidelines.

Maintenance

1. All swimming pools and spas must be properly maintained year-round to comply with all County, State, and MUD 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 decking drains are routed to the street, the sidewalk and/or curb must either use popup drain or curb cut. See Article 3. Section 4. Subsection 2.
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.

Subsection 14 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.

Subsection 15. External Antennas and Satellite Dishes

See **Declaration** Article VI Section 7.

Article 8. Application Denial Response

ARC denial of applications may be appealed to the Board.

1. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:
 - a. Describe the basis for the denial in reasonable detail **and** changes, if any, to the application or improvements required as a condition to approval.
 - b. Inform the Owner that the Owner may request a hearing on or before the 30th day after the date the notice was mailed to the Owner.
2. The Board shall hold a hearing not later than the thirtieth (30) day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10) day before the date of the hearing.
3. During a hearing, the Board and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts and resolve the denial of the Owner's application or request for the construction of improvements and the changes, if any, requested by the architectural review authority in the notice proved to the Owner.
4. The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties.
5. The Association or the Owner may make an audio recording of the meeting.
6. The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the subdivision's declaration.

(End of Rules section; Appendixes follow)

APPENDIX A: Holiday/Event Decoration Durations

Holiday or event 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 event.

Decoration Categories

Category 1:

Display period = thirty (30) days prior to actual date and fifteen (15) days following

1. Christmas
2. Hanukkah
3. Easter*
4. Halloween*
5. Thanksgiving
6. Any holiday of faith other than Christian and Jewish holidays.

Category 2:

Display period = twelve (12) days maximum

- | | |
|--------------------------|--------------------------------------|
| 1. New Year’s Day | 7. Independence Day |
| 2. Martin Luther King Jr | 8. Labor Day |
| 3. Presidents’ Day | 9. Columbus Day |
| 4. San Jacinto Day* | 10. Veterans’ Day |
| 5. Memorial Day | 11. Mardi Gras* |
| 6. Flag Day* | 12. Any federally recognized holiday |

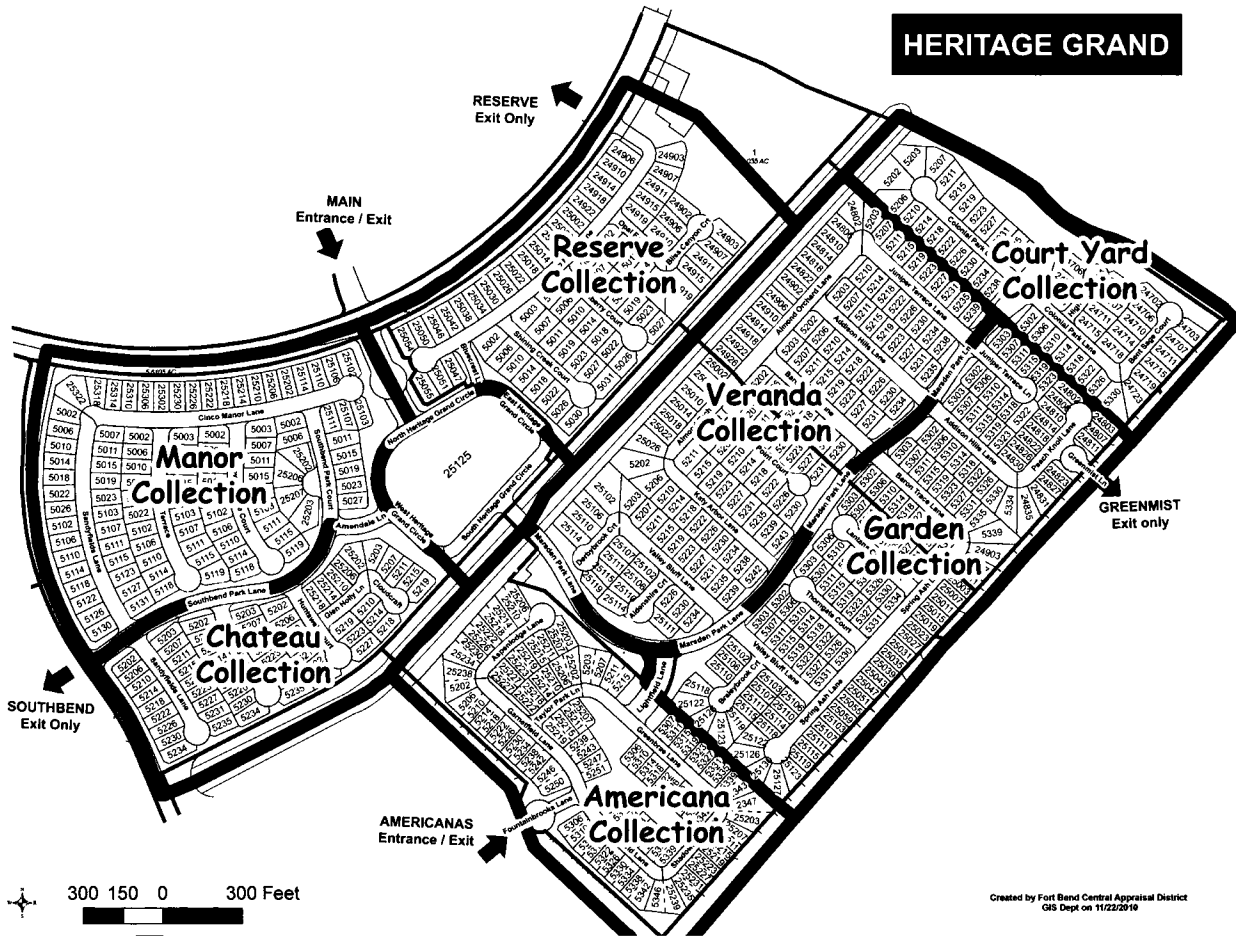
Category 3:

Display period = five (5) days maximum

1. Events of this category include but are not limited to:
St. Patrick’s Day, Valentine’s Day, Flamingo Day, Earth Day, Arbor Day.
2. All other holidays/events commonly celebrated within the United States are included here 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
3. Any holiday at the homeowner’s discretion that is not disruptive.
4. Events specifically referenced within this document’s “Yard Art” categories follow those specific rules (they are not a “Category 3” item).

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

Appendix B: Heritage Grand Neighborhood Sections



Appendix C: Texas Property Code (TPC)

Certain AR&R subjects are addressed in detail in the Texas Property Code and may expand understanding of the AR&R. To find this information, go to the website: <http://www.texas-statutes.com/property-code> (or alternately, obtain a printed copy from the clubhouse front desk).

Specific items of useful reference from the above website are as follows:

Title 11. Restrictive Covenants

Chapter 202. Construction and Enforcement of Restrictive Covenants

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

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

Section 202.022 – Swimming Pool Enclosures

Other TPC items address rights of homeowner appeal to ARC denials and are found in Chapter 209.

Texas Election Code

The following subject is addressed in detail in the Texas Election Code. Go to the website: <https://statutes.capitol.texas.gov/Docs/EL/htm/EL.259.htm> (or alternately, obtain a printed copy from the clubhouse front desk).

Title 15. Regulating Political Funds and Campaigns

Chapter 259. Political Signs

Section 259.002 – Regulation of Display of Political Signs by Property
Owners' Association

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

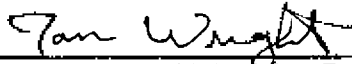
CERTIFICATION

The foregoing Amended and Restated Architectural and Landscaping Rules and Regulations of Heritage Grand Homeowners Association, Inc. are intended to fully and completely replace any and all previous Architectural Rules and Regulations of the Association in their entirety.

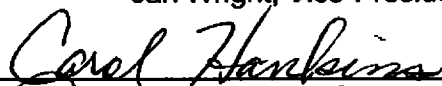
We the undersigned, representing a majority of the Directors of Heritage Grand Homeowners Association, Inc., do hereby certify that the within and foregoing Amended and Restated Architectural and Landscaping Rules and Regulations were properly approved and adopted by at least a majority of the Board of Directors of Heritage Grand Homeowners Association, Inc. on June 13, 2022 as the Architectural and Landscaping Rules and Regulations of Heritage Grand Homeowners Association, Inc. To be effective upon recording in the Official Public Records of Fort Bend County, Texas.



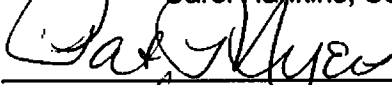
Preston Jones, President



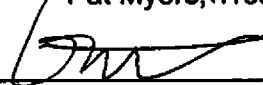
Jan Wright, Vice-President



Carol Hankins, Secretary



Pat Myers, Treasurer

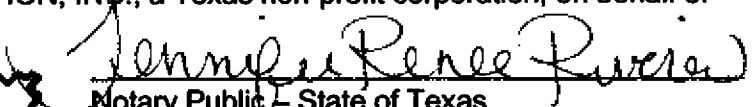


Gary Patton, Director

VERIFICATION

THE STATE OF TEXAS
COUNTY OF FORT BEND

THIS INSTRUMENT was acknowledged before me on this the 14th day of June, 2022 by the above said Carol Hankins, Secretary of HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Notary Public - State of Texas

