

**RULES AND REGULATIONS  
OF  
THE HERITAGE FARMS OWNERS ASSOCIATION**  
(January 6, 2022)

These Rules and Regulations (the "Rules") are hereby adopted by the Board of Directors (the "Board") of the Heritage Farms Owners Association, a Texas non-profit corporation (the "Association"), pursuant to Section 3.5 of Declaration of Covenants, Conditions and Restrictions for Heritage Farms Subdivision filed under Clerk's File No. 20080070517, Real Property Records of El Paso County, Texas, as amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Heritage Farms Subdivision filed under Clerk's File No. 20180032654, Real Property Records of El Paso County, Texas (collectively, the "Declaration"), and govern the Heritage Farms Subdivision, El Paso, El Paso County, Texas ("Heritage Farms").

These Rules are intended to supplement, and not supersede, the Certificate of Formation, Certificate of Conversion, and Bylaws of the Association, and to the Declaration, Architectural Design Guidelines (the "ADG"), and various other policies established by the Association (collectively, the "Other Governing Documents"). Copies of the Other Governing Documents, among other documents, are currently available on the website of the Association's property management company:

*[http://www.danaproperties.com/danaprop/document\\_category.asp?cat\\_id=132&name=Heritage+Farms](http://www.danaproperties.com/danaprop/document_category.asp?cat_id=132&name=Heritage+Farms)*

These Rules provide: (1) a quick-review list of frequent violations experienced within Heritage Farms; (2) clarification of certain provisions of the Declaration, as well as establish a common understanding of such provisions; and (3) establish rules in instances where Other Governing Documents authorize the Board to establish rules for a specific function or purpose.

The provisions of these Rules and the Other Governing Documents (collectively, the "Governing Documents") apply to every Owner as well as his/her family members, builder or subcontractors, guests/visitors, day employees, and/or occupants, whether temporary or permanent. To enforce the provisions of the Governing Documents, the Board may levy, assess, and collect fines and costs against the Owner for violations by the Owner and such other persons (see Section V of these Rules). It is each Owner's sole responsibility to inform such persons of such restrictions and provisions.

All legal fees or costs incurred by the Association to enforce violations or collect fines are the responsibility of the Owner. Failure to pay Assessment, Special or Supplemental Assessment fees, Landscape Assessment, or any other fees, fines, legal fees and/or costs in

the time as set forth by the Governing Documents or the Board may result in appropriate legal action, interest, late charges, attorney fees, filing of a claim of lien, the filing of an adverse credit bureau report, or other remedies.

Except as otherwise noted herein, capitalized terms shall have the same meaning as in the Declaration.

**SECTION I**  
**REFERENCE GUIDE OF COMMON VIOLATIONS OF THE DECLARATION**  
**AND**  
**ADDITIONAL RULES CREATED BY THE BOARD**

The following is a limited, summarized list of Rules for Heritage Farms. The list includes various violations of the Governing Documents commonly observed within Heritage Farms. This list also encompasses new rules, or elaboration of existing covenants, as established by the Board of Directors in accordance with authority granted by the Declaration. Each of the Rules in this part are followed by or include citations to the applicable Sections of the Declaration and/or Texas Property Code for reference. The descriptions represent short summaries of the general rules of certain provisions of the Governing Documents, and cannot encompass all of the details, nuances, and exceptions within such provisions. Owners are encouraged to review the Governing Documents for further explanation, and in otherwise determining entitlements or restrictions for the Association; see page 1 of these Rules for the link.

1. Modification in any manner to the outward appearance of any previously-constructed Dwelling Unit or other Improvements on a Lot (a "House"), including, without limitation front-yard landscaping and installation of solar panels and roof materials (Sections 202.010 and 202.011 of the Texas Property Code, respectively), is not permitted without first acquiring approval of the Architectural Review Committee (the "ARC"). See also Sections 7.12, 7.13 and 8.5 of the Declaration.
2. There is no parking permitted on the Private Streets within Heritage Farms (the "Streets"), other Common Areas, or landscaped areas, or on the vacant Lots. See Section 7.24 of the Declaration; also see Section II of these Rules.
3. Do not leave garage doors open, except temporarily. See Section 7.25 of the Declaration.
4. Pets are not allowed to roam freely outside an Owner's Lot without a leash. See Section 7.26 of the Declaration.
5. Nuisance barking of pets is not allowed. See Sections 7.26 and 7.29 of the Declaration.
6. Trash and recycle cans must not be stored, and pool, air-conditioning, and other equipment, to include standby generators (see Section 202.019(c)(9) of the Texas Property Code), must not be installed, such that they are viewable from the Street, or neighboring Lots. See also Sections 7.11 and 7.27 of the Declaration, and Sections 4.10 and 4.12 of the Architectural Design Guidelines (ADG).



7. Dead trees/plants, weeds, exposed weed control plastic/fabric, and un-mowed or dead/diseased grass, are unsightly and must not develop or accumulate on a Lot. See Sections 10.2 and 7.37 of the Declaration.

8. Trash, debris, unused landscaping materials, fuel canisters, lawn mowers or other landscaping equipment, playground equipment, dog houses, extended watering hoses, firewood, lumber, tools, faded/fake plants, equipment, and items which are otherwise unsightly must not be stored on the front or side of Lots unless screened from the view from the Streets, other Common Areas, or neighboring Lots. See Sections 7.26, 7.27 and 7.37 of the Declaration.

9. Stay out of the Ponds. See Section 2.8 of the Declaration.

10. Do not rent/lease a House, or conduct business or business activity on any Lot, unless in accordance with Sections 7.5 and 15.11 of the Declaration, with the exception of Section 202.020 of the Texas Property Code, "Certain Sales of Beverages by Children."

11. Each Owner must landscape such Owner's backyard within ninety (90) days after the City of El Paso issues a certificate of residency for such Owner's House. See Section 7.15 of the Declaration.

12. No rock walls, chain link, wood, and/or wrought iron fencing of any kind are allowed in front yards, unless approved by the ARC. See Sections 1.12 and 7.8 of the Declaration.

13. All Lots with Houses must have back and side walls. See Section 7.8 of the Declaration.

14. Pets must be not allowed to defecate on Streets or other Common Areas, or on Lots of others, without immediately cleaning the feces up and appropriately placing it in one's trash can or the provided containers around Heritage Farms. Pet feces may not accumulate on a Lot. See Sections 7.26, 7.27, 7.31, and 7.37 of the Declaration.

15. Respect the 15 MPH speed limit. Such limit was established by the Board pursuant to Section 2.6(b) of the Declaration.

16. Wait for the entry and exit gates to fully open before driving through them. The Association is not responsible for damage caused by gate(s) hitting a vehicle that attempts to drive through when the gate is only partially open or attempting to close. This rule was established by the Board pursuant to Sections 2.6(b) and 7.37 of the Declaration.

17. Residents and all visiting personnel [including builder and construction personnel] must not "piggy-back" behind other vehicles entering or leaving Heritage Farms through

the gates. This rule was established by the Board pursuant to Sections 2.6(b) and 7.37 of the Declaration.

18. With a vehicle, do not speed-by, chase, catch, honk at, or bully with a car bumper, the ducks, geese, turtles, or any of the waterfowl of Heritage Farms. As a pedestrian, do not chase, throw stones at, threaten or torment any of the waterfowl of Heritage Farms. All waterfowl and turtles have the right-of-way in the Streets, around the Ponds, and other Common Areas. No one may trap a bird for disposal or for being a nuisance without the written permission of the Board. These rules are established by the Board pursuant to Sections 2.6(b) and 7.37 of the Declaration.

19. In addition to requirements relating to pets, no living creature may be released or allowed off a Lot into Heritage Farms without the approval of the Board. This rule is established by the Board pursuant to Section 7.37 of the Declaration.

20. Do not discard any item(s) onto the Common Areas or vacant Lots within Heritage Farms. This prohibition includes all discards over the back or front walls or fences, or discarded from any window, and also includes living creatures. This rule is established by the Board pursuant to Section 7.37 of the Declaration.

21. No residential loud music, or excessive noise (also including chainsaws and leaf blowers) is permissible before 9:00 AM or later than 10:00 PM. This rule is established pursuant to Sections 7.29 and 7.37 of the Declaration.

22. Do not climb on the water features around the Ponds. This rule is established by the Board pursuant to Sections 2.7, 2.8, and 7.37 of the Declaration.

23. No Homeowner is permitted to paint, repair, plant any plant on, lay any rock on, maintain, alter, or modify any Common Area, without the approval of the Board. This rule is established pursuant to Sections 7.29, 7.37, 10.1, and 10.3 of the Declaration.

24. No fireworks may be discharged within Heritage Farms. No firearms may be discharged within Heritage Farms except for the otherwise lawful discharge of a firearm in accordance with Section 202.021 of the Texas Property Code. This rule is established pursuant to Sections 7.29, 7.31, and 7.37 of the Declaration.

25. Do not fly residential-owned drones over the the Lots of others, or over the Common Areas, pursuant to Section 7.37 of the Declaration.

26. Driveways and sidewalks upon Lots are properly maintained and free of oil and grease, and cracking/crumbling, pursuant to Section 7.37 of the Declaration.

27. Security doors with bars or security bars over windows are not allowed within Heritage Farms. Certain decorative iron work that may perform as security bars or doors is permitted upon approval by the ARC, pursuant to Section 7.37 of the Declaration.

28. No loud, clanging windchimes are permitted in the Heritage Farms, pursuant to Sections 7.29 and 7.37 of the Declaration.

29. Pursuant to 7.37 of the Declaration, no decorations or flags of any kind are displayed to the public view from another Lot or the Common Areas without the approval of the ARC as to size and design. Decorations and flags that do not require approval are:

(i) Flags of the State of Texas, United States, and military service as permitted by Section 202.012 of the Texas Property Code, provided they meet the Federal Flag Protocol for display<sup>1</sup>;

(ii) Customary seasonal decorations for holidays are permitted without the approval of the ARC but shall be installed no earlier than thirty (30) days before and after the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding dwellings or yards;

(iii) Religious items, the display of which is motivated by sincere religious belief, to the extent such item does not involve any of the elements set forth in any of Sections 202.018(b)(1)-(6) of the Texas Property Code; and

(iv) Political signs on or after the 90<sup>th</sup> day before the date of the election to which the sign relates, or before the 10<sup>th</sup> day after that election date (Section 259.002(b) of the Texas Property Code).

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<sup>1</sup> See link: <https://www.va.gov/opa/publications/celebrate/flagdisplay.pdf>



## SECTION II PARKING

The following additional rules of parking within Heritage Farms are established by the Board pursuant to Sections 2.6, 7.24, and 7.37 of the Declaration. For purposes of this Section, the term "vehicle" includes motor vehicles, as well as trailers, other wheeled vehicles, and/or storage/waste containers. Contractors and subcontractor personnel should also refer to Section III of this document.

1. Residents will not park any type of vehicle or equipment on the Streets or other Common Area, on landscaped or un-landscaped areas, or on a vacant Lot. If a resident does park in the street for a few minutes (less than an hour), etc., the vehicle must be parked with the flow of traffic; the vehicle will be parked with the forward portion of the vehicle pointed in the direction of traffic for that side of the street.

2. A guest of an Owner may temporarily park along the edges of the streets of Heritage Farms, so long as such guest does not: (a) block traffic (whether alone or in combination with vehicles already parked on the Street); (b) park in front of another Owner's House or Lot (including any vacant Lots of another, unless the Owner of the vacant Lot has provided written permission); (c) park in front of or across from another Lot/Resident's driveway; (d) park on Association or Owner's landscaping; or (e) park on a vacant Lot. If there is not enough space for parking available in the driveway or front of the House being visited, then guests of the Owner of such House may temporarily park on the Common Areas consisting only of the paved parking areas around the ponds or on the paved parking areas by the West fence of Heritage Farms. "Temporary" parking is defined as being no longer than twelve (12) hours, and does not run consecutively, either in hours or days. Guests include daily service personnel (such as A/C repair, maids, plumbers, electricians, etc.). Owners with daily employees, such as a nurse/caregiver or maid, shall request permission from the Board, through the Association's property management office, for an employee to "temporarily" park in front of the residence when the parking is more than 12 hours in a day, or for several days in duration (see paragraphs 4 and 8). The Board will provide written approval/disapproval for the temporary parking.

3. An Owner is responsible to ensure each of such Owner's guests to include contractor and subcontractor personnel parks his/her vehicle in accordance with these Rules.

4. No Street or Common Area parking otherwise allowed above by residents or guests may continue for a period of over twelve (12) hours without a prior written request to the Association's property management office and approval from the Board. Refer also to paragraph 8 of this Section.

5. No inoperable or wrecked vehicles (including vehicles with flat tires) may be parked on Streets or other Common Areas, or in a driveway or otherwise outside on a Lot for

longer than thirty (30) days, without a prior written request to the Association's property management office and approval from the Board. Refer to paragraph 8 of this Section.

6. No vehicles with missing license plates or expired dealer plates may be parked on the Streets or other Common Areas, or in a driveway or otherwise outside on a Lot for longer than thirty (30) days, without a prior written request to the Association's property management office and approval from the Board. Refer to paragraph 8 of this Section.

7. No vehicles may be parked for storage on Streets or other Common Areas, without a prior written request to the Association's property management office and approval from the Board. Refer to paragraph 8 of this Section.

8. For purposes of Subsections 4 through 7 of this Section II, the Owner must send a written request, via email, to the Association's property management company if an unusual circumstance exists that requires additional parking time. The Owner will identify the duration period of the parking exception. If a prior request for approval is not received, at the direction of the Board, any vehicle parked beyond the permitted time period may be towed without notice at the vehicle-owner's expense, and/or a fine may be imposed upon the Owner at the discretion of the Board.

9. Habitual parking on the Streets or authorized Common Areas, or on the side or front of another Owner's Lot is not allowed. Habitual parking is defined as more than three (3) times within thirty (30) days, or once a month for at least three (3) of six (6) consecutive months. One written warning about the habitual parking will be provided via email from the Association's property management company. Any vehicle parked beyond the permitted time period may be towed without notice at the vehicle-owner's expense, and/or a fine may be imposed upon the Owner at the discretion of the Board.

10. Under no circumstances may any vehicle be parked on a non-paved portion of any Lot or Common Area, or be parked upon or driven across another Owner's Lot without the written permission of the other Owner.



### **SECTION III CONSTRUCTION**

The following additional rules for construction within Heritage Farms are established by the Board pursuant to Section 7.37 of the Declaration. For purposes of this Section, "construction" includes construction, renovation, installation, or major repair of any Improvement. The Owner of the Improvement under construction is responsible for ensuring compliance with these Rules by the contractors, subcontractors, and suppliers entering Heritage Farms for such construction. Nonadherence to these Rules may result in legal proceedings and/or the application of fines.

1. An Owner may not commence preparation of the Lot, or effect delivery of materials on the Lot, in connection with construction until the plans are approved by the ARC.
2. No construction or material delivery for construction is to be performed on a Lot until the City of El Paso issues a building permit for such construction on the Lot.
3. The Owner is responsible for keeping the construction site free of garbage and of standing water, and for keeping the nearby Streets scraped clear of any mud or other accumulation(s) during construction. No storage of any excavation of soil on the Street is allowed. Construction trash should be confined, maintained on the Lot, and not permitted to overflow or be blown to other Lots; otherwise, the Owner is responsible for cleanup. No dumping of any kind [including cement truck clean-up] is allowed on any other Lots [whether or not vacant]; the Owner is responsible for clean-up of such dumping. Owners are responsible for clean-up resulting from any violation reports as indicated above within forty-eight (48) hours after notice. If cleanup is not done after forty-eight (48) hours, the Owner is responsible for reimbursing the Association for any clean-up costs incurred, and is subject to fines.
4. Any damage to Common Area or other Owner's Lots by construction is the responsibility of the Owner responsible for the construction. Any such damage must be remedied within seventy-two (72) hours of notification to the Owner, or the repair may be performed by the Association and a Special Assessment imposed for the costs thereof, in accordance with Sections 5.5 and 5.9 of the Declaration. Further, in such circumstances, a fine may be imposed at the discretion of the Board.
5. Portable bathrooms should always be located on the Lot [not the Streets or other Common Areas] and tied down to avoid being tipped over by the wind.
6. Noise should be controlled to a minimum level during construction, including, in particular, loud music. Music during construction must not be played before 9:00 AM or after 6:00 PM if it can be heard by the residents of a neighboring Residence/House.

7. Construction hours and days:

Monday through Friday 7:00 AM – 7:00 PM  
Saturday 8:00 AM – 6:00 PM

There must be no construction-related deliveries to Lots outside these hours and no construction/work/entry by subcontractors. Construction work may continue past these set hours if no noise is generated by such work or if authorized by the Board. Notwithstanding anything herein to the contrary, there is no construction/work/subcontractor work permitted on Sundays or Federal Holidays unless authorized in advance by the Board. Owners are subject to notices and fines for each violation of this Rule.

8. Entry gates must remain closed, both day and night, when a vehicle is not immediately passing through. It is the Owner's responsibility to manage the use of such Owner's assigned code by contractors, subcontractors, and suppliers, and ensure construction hours and days are enforced. Gate codes are monitored on a consistent basis.

9. A guest of an Owner, to include contractor and subcontractor personnel, may temporarily park along the edges of the Streets of Heritage Farms, so long as such guest does not: (a) block traffic (whether alone or in combination with vehicles already parked on the Street); (b) park in front of another Owner's House or Lot (including any vacant Lots of another, unless the Owner of the vacant Lot has provided written permission); (c) park in front of or across from another Lot/Resident's driveway; (d) park on Association or Owner's landscaping; or (e) park on a vacant Lot. If there is not enough space for parking available in the driveway or front of the House being visited, then guests of the Owner of such House may temporarily park on the Common Areas consisting only of the paved parking areas around the ponds or on the paved parking areas by the West fence of Heritage Farms. "Temporary" parking for contractor and subcontractor personnel is defined as being no longer than twelve (12) hours in a 24-hour period, see paragraph 7 of this Section.

10. Under no circumstances may any vehicle be parked on a non-paved portion of any Lot/Residence/Common Area, or be parked upon or driven across another Owner's Lot without the written permission of the other Owner, and/or the Board of Directors in the instance of the Common Areas.



## **SECTION IV**

### **RIGHTS OF ENJOYMENT AND CONDUCTING SPECIAL EVENTS**

The following additional rules for special events and rights of enjoyment within Heritage Farms are established by the Board pursuant to Sections 6.1, 7.37, and 10.3 of the Declaration.

1. An Owner may host family and other events within the Heritage Farms, subject to these Rules. "Large Events" are defined as those events anticipating the attendance of more than sixteen (16) guest individuals (and/or eight (8)) vehicles). An Owner wishing to host a Large Event must notify the Association's property management company at least three (3) days in advance of the event in order to ensure that enough parking is available within Heritage Farms in light of other events and circumstances (with greater advance notice recommended). The hosting Owner is responsible to supervise guest parking, and guest parking for an event is subject to the parking rules under Section II. The hosting Owner may receive a Special Assessment to cover the cost of any damage done to the landscaping, irrigation system, or other parts of the Common Areas caused by guests or the event.
2. To better ensure the privacy of the Heritage Farms residents, to the extent possible, the Owner should limit the inclusion within photographs taken at the event or otherwise of other Owner's Houses, other Owners or family members, or the backyards of other Lots.
3. The hosting Owner must acquire a special access gate code from the property management company in advance of any event to provide to the guests for the one-time event. The property management company will delete the special access code the next business day after the event.
4. At any event, loud outdoor music, etc., may begin at noon, 12:00 PM, and must end by 10:00 PM.
5. The hosting Owner is responsible to ensure that the guests respect the speed limit within Heritage Farms (15 MPH), parking rules (see Section II), rules for the ponds, as well as all other requirements of the Governing Documents.




## **SECTION V FINES**

The following additional rules for fines for violation(s) of the Governing Documents for the Heritage Farms Owners Association are established by the Board pursuant to Sections 3.5 and 7.37 of the Declaration.

1. Fines may be assessed in accordance with the following schedule:
  - (i) 1st level: A 20-day warning letter will be sent via email to the Owner in violation from the Association's property management company or a Board member;
  - (ii) 2nd level: If the violation is not timely and properly resolved, a second, 10-day, warning letter will be sent via email to such Owner from the Association's property management company or a Board member;
  - (iii) 3rd level: A final notice of the violation is emailed and mailed to such Owner. Such notice shall explain the violation, outline possible fines and remedies by the Association, and give notice of the time, date, and location of the Board meeting at which the Board will consider whether and how to address such violation, including, without limitation, by imposition of a fine.
  - (iv) 4th level: Such other enforcement action as determined by the Board, including without limitation additional fines, with any notice required by law.
2. Each Owner is responsible to ensure email addresses, telephone numbers, and mailing addresses are provided to the Association's property management company. Email notice need not be given if an email address is not on file; in such case, mail notice or telephone notice may be given.
3. Additions or adjustments to the schedules may be made as required, and at the discretion of the Board. Fines may vary and may increase depending upon the circumstances. Fines are at the discretion of the Board of Directors; with the exception that the minimum amount is \$100. The amounts are predicated upon the severity or frequency of the violation and may include legal action and associated late fees, interest, and legal costs. A clerical fee and legal costs may also be assessed in addition to the fine for processing the violation notice(s).
4. Each fine imposed by the Board shall constitute a Special Assessment against the Owner in question.

These Rules are subject to amendment by the Board at any time.

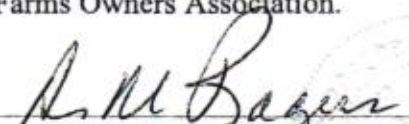
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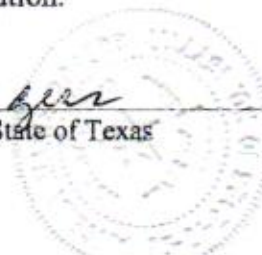
  
Patricia Provencio, President and  
Director


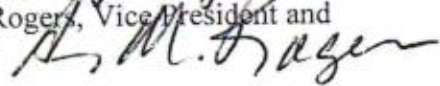
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COUNTY OF EL PASO    )

This instrument was acknowledged before me this 14<sup>th</sup> day of January, 2022, by Patricia Provencio, President and Director of Heritage Farms Owners Association.



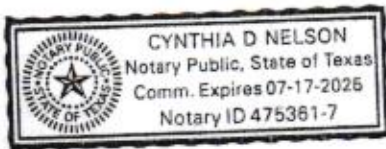
  
Notary Public in and for the State of Texas

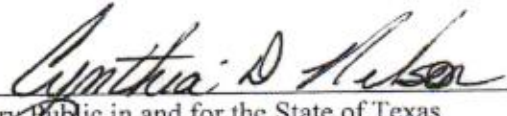


  
Angela Rogers, Vice President and  
Director 

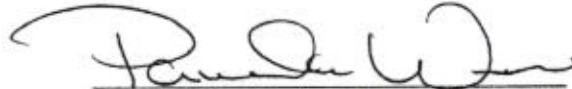
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COUNTY OF EL PASO   )

This instrument was acknowledged before me this 14<sup>th</sup> day of January, 2022, by Angela Rogers, Vice President and Director of Heritage Farms Owners Association.



  
Notary Public in and for the State of Texas

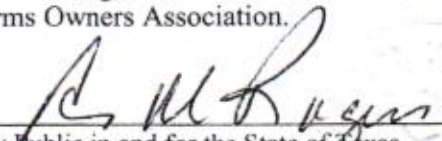


  
Pamela Weaver, Secretary and Director

STATE OF TEXAS     )  
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COUNTY OF EL PASO    )

This instrument was acknowledged before me this 13<sup>th</sup> day of January, 2022, by Pamela Weaver, Secretary and Director of Heritage Farms Owners Association.



  
Notary Public in and for the State of Texas

