

HERITAGE PLACE PROPERTY OWNERS ASSOCIATION
ASSESSMENTS AND FINE SCHEDULE
EFFECTIVE MAY 2026

By action of the Heritage Place Property Owners Assn. Board of Directors with an affirmative vote on May 4, 2026 and in accordance with Texas House Bill No. 614, Section 209.0061 Texas Property Code (effective January 1, 2024), the Heritage Place Property owners' Association Board of Directors has approved the following Fine Schedule for violations of Heritage Place Restrictions and Covenants (R&C) by Heritage Place members. Copies of the Restrictions and Covenants are available on the Associations website and are on file in Records of Real Property of Bell County, Texas.

Restrictions and Covenants Fine Schedule

Property owners with R&C violations will receive a courtesy letter from The HERITAGE PLACE POA reminding them of the HERITAGE PLACE POA Restrictions and Covenants along with a description of their violation(s). In addition, property owners will be asked to rectify the specific R&C violation(s) by a specified date.

Property owners who do not rectify violations, per the specific date on the courtesy letter, will receive a second certified letter requesting rectification of their violation(s). The certified letter will provide the following information:

- Property owners will be instructed to rectify R&C violation(s) by XX days of the date of the certified letter.
- For each R&C violation not rectified per the instructions on the certified letter, a fine will be levied against the property for outstanding violation(s).
- An explanation of HERITAGE PLACE POA property owner rights to request a hearing with the HERITAGE PLACE POA Board of Directors.

Property owners who fail to correct their property R&C violation(s) will receive a third and final letter from the HERITAGE PLACE POA with the following information:

- A lien may be placed against the property which will include, but not limited to:
 - o attorney fees
 - o collection fees
 - o all unpaid fines specified in the second HERITAGE PLACE POA (certified) letter
 - o all associated expenses

The Homeowner may request a hearing under Section 209.007 (Hearing Before Board; Alternative Dispute Resolution) on or before the 30th day after the date the notice was mailed to the Homeowner.

Fine Schedule

FAILURE TO GAIN APPROVAL FROM THE ARCHITECTURAL CONTROL COMMITTEE FOR ANY PROPERTY / LOT IMPROVEMENTS

Initial Fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month of non compliance after notice has been given.

FAILURE TO FOLLOW ARCHITECTURAL CONTROL COMMITTEE APPROVED PLANS FOR A PROJECT

Initial Fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month of non compliance after notice has been given.

VIOLATION(S) DUE TO LACK OF EXTERIOR MAINTENANCE

Initial Fine: Minimum of \$150.00 with 14 days to cure the violation. An additional fine of \$150.00 per month of non compliance after notice has been given.

VIOLATION(S) FENCE MAINTENANCE

Initial Fine: Minimum of \$50.00 with 14 days to cure the violation. An additional fine of \$25.00 per day for every day of non compliance after notice has been given.

14 f.) Fences must be adequately maintained, functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced.

VIOLATION(S) LANDSCAPING

Initial Fine: Minimum of \$50.00 with 7 days to cure the violation. An additional fine of \$10.00 per day for every day of non compliance after notice has been given.

16) Landscaping. Yards and landscaping must be mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. To insure a general uniformity of appearance of the subdivision front yards, a minimum of one 2" or greater caliper trees will be installed prior to the closing date in the front of each Lot. Generally located at a midpoint between the property line and driveway. Acceptable species are Live Oak, Red oak, Bur Oak, Post Oak, Bradford Pear, Chinquapin Oak, and native Cedar Elm. Alternative species must be approved in advance by the ARC.

City of Temple Article V. High Weeds and Grass Sec. 5.1. High Weeds or Grass Unlawful.

It shall be unlawful for any owner, occupant, or tenant to allow weeds, grass, or other rank or uncultivated vegetable growth to exceed nine (9) inches in height on any lot that is two (2) acres in size or less or that contains one or more structures.

VIOLATION(S) NUISANCES

Initial Fine: Minimum of \$50.00 with 2 days to cure the violation. An additional fine of \$10.00 per day for every day of non compliance after notice has been given.

21) Nuisances. No noxious or offensive activity will be carried on upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other living units, improvements or property of the other Owners.

There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.

Exterior speakers, horns, whistles, bells, or other sound devices will be allowed upon the Lot, however, must be used only at reasonable volume as not to disturb of neighboring residences.

VIOLATION(S) UNSIGHTLY CONDITIONS

Initial Fine: Minimum of \$150.00 with 2 days to cure the violation. An additional fine of \$150.00 per week for every week of non compliance after notice has been given.

33) Unsightly conditions. Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.

VIOLATION(S) GARBAGE/RUBBISH

Initial Fine: Minimum of \$150.00 with 1 day to cure the violation. An additional fine of \$150.00 per week for every week of non compliance after notice has been given.

3) Garbage/Rubbish. No Lot or the Common Area will be used or maintained as a dumping ground for rubbish. Garbage, trash or rubbish, and other waste materials must be kept only in sanitary containers as specified by city ordinance. Such sanitary containers may be placed in the street for pick up no earlier than 12 hours from the time of collection and must be returned to its place of storage within 12 hours of collection. No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, Common Area, park, street, right-of-way, or drainage area in the Subdivision. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.

Store your garbage cans so that they are not visible from any street. Your options include putting them in your garage, behind your back fence, vegetative screening, or purchasing a garbage can enclosure designed for the side of your house. The homeowner may also construct a fence enclosure on the side of the house.

Currently: Trash pick-up and Recycle is every Friday. For Bulk trash the Homeowner must call the City of Temple at 254-298-5000 to schedule a bulk trash pickup. One free pickup is allowed per homeowner per month

CITY OF TEMPLE TEXAS CODES CHAPTER 15 GARBAGE, REFUSE, AND RECYCLING

Section 15-11. Placement of Containers for Collection.

(c) Where there is not an open alley abutting the rear property line of any premises, the occupant shall place the garbage containers for collection within three (3) feet of the curb line of the street immediately abutting the frontproperty line of the premises, or, in the event the premises is a corner lot the containers shall, upon request of the Director of Solid Waste Services, be placed within three (3) feet of the curb line of the side street. Provided, however, no commercial containers shall be allowed on the street right-of-way. In the event the geography of any lot such as slope, etc., prevents garbage containers from being placed as here in above provided, the Director of Solid Waste Services may allow said garbage to be placed for collection at a convenient location of said lot. All garbage containers must be placed by the curb by 7:00a.m. on scheduled garbage days and must be removed from the curb by 8:00p.m. on scheduled garbage collection days.

Section 15-15. Junk and Bulk Items.

The Solid Waste Division will collect from residential customers old furniture, appliances, junk, and bulk items placed at the curb. To schedule a pickup the homeowner must call the City of Temple at 254-298-5000 to schedule a Bulk Trash Pickup.

Section 15-30. Recycling Container Placement.

Unless otherwise instructed, recycling containers that are equipped with wheels shall be placed on the street with the wheels against the curb and a clearance of six (6) feet on both sides, two (2) feet to the rear and fourteen (14) feet above. If there is no curb the container shall be placed on the pavement or roadway as close as safely possible to the right of way with the wheels and handle facing away from the road. All recycling containers must be placed by the curb by 7:00 a.m. on scheduled recycling days and must be removed from the curb by 8:00 p.m. on scheduled recycling collection days.

Section 15-23. Carry out service for residents.

City residents who for health reasons establish to the satisfaction of the Director of Solid Waste Services that they are unable to physically place their container curbside for collection, and who live alone or have no one residing with them physically able to place the container curbside, are eligible for carry out service. The Director may in appropriate circumstances require a statement from the resident's personal physician verifying the need for carry out service. Re-enrollment shall be required annually. At such time as the situation changes wherein an able-bodied resident becomes available, carry out service terminates and containers must be placed at the point of collection in order to be serviced. The container for so as to be safely accessible by the operator, and not more than fifty feet from the curb of the street. Containers for carry out collection shall not be placed inside fenced areas or a garage without approval from the Director of Solid Waste Services.

VIOLATION(S) RESTRICTED VEHICLES AND PARKING

Initial Fine: Minimum of \$150.00 with 2 days to cure the violation. An additional fine of \$150.00 per week for every week of non compliance after notice has been given.

23) Restricted Vehicle. No vehicle with tonnage in excess of 1 ton (except for those vehicles used by a Builder Member during construction of the improvements), camper, camper shell, trailer, mobile home, motor home, boat, marine craft, hovercraft, aircraft, recreational vehicle, travel trailer, or wrecked, junked, or inoperable vehicles will be kept, parked, stored, or maintained on any portion of a Lot or the Common Area. The ARC will have the absolute authority to determine from time to time whether a vehicle or accessory is being stored or maintained on any Lot or the Common Area. Upon an adverse determination by the ARC, the vehicle or accessory will be removed and the Lot will be brought into compliance with the Restrictive Covenants.

24) Parking. All overnight parking (including extended periods during the day) of resident vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) is permitted only in garages. Any motor vehicles in excess of 1 ton must be concealed from view of a public street or another Lot, and may not be parked in yards when visible to a street or another Lot. No Lot, street or alley in the Subdivision will be used for parking or storage, temporary or otherwise, any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.

25) Hazardous Cargo. No vehicle, of any size, which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of said subdivision at anytime, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.

The restrictions prohibit parking boats, trailers, RVs, inoperable vehicles, or vehicles with expired tags in any location where they are visible from the street. Temporary parking of a boat or RV at a residence while it's loaded or unloaded is allowed in the daytime only. Overnight parking is strictly prohibited. No parking on grass is allowed.

VIOLATION(S) ATHLETIC EQUIPMENT

Initial Fine: Minimum of \$50.00 with 1 day to cure the violation. An additional fine of \$50.00 per week for every week of non compliance after notice has been given.

32) Athletic Equipment. Basketball goals, backboards or any other similar sporting equipment (permanent or temporary) may not be placed in the right of way, the street or on the curb of any lot. Children's swing/slide apparatus must be placed in the rear yard.

VIOLATION(S) WINDOW, ROOF, OR WALL AIR CONDITIONER VISIBLE FROM STREET

Initial Fine: Minimum of \$100.00 with 7 days to cure the violation. An additional fine of \$100.00 per week for every week of non compliance after notice has been given.

27) Air Conditioning Equipment. No window, roof or wall type air-conditioner that is visible from any public street will be used, placed or maintained on or in any Living Unit. No airconditioning apparatus will be installed on the ground in front of a Living Unit.

A/C Unit may be blocked from view so it is not visible from a public street.

VIOLATION(S) SIGNS

Initial Fine: Minimum of \$50.00 with 1 days to cure the violation. An additional fine of \$50.00 per week for every week of non compliance after notice has been given

29) Signs. No sign or poster of any kind greater than two (2') square feet will be allowed on any Lot of said subdivision. One (1) sign of no more than four (4') square feet in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.

VIOLATION(S) RELATED TO ANIMALS

Initial Fine: Minimum of \$150.00 with 7 days to cure the violation. An additional fine of \$150.00 per month of non compliance after notice has been given.

ARTICLE XI(4) Animals and Pets. DECLARATION OF COVENANTS. CONDITIONS. AND RESTRICTIVE COVENANTS

No animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs, or other generally recognized household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Owners of the Subdivision, their guests, invitees, Customers, or tenants, and includes the

(1) dog breeds of pit bull, rottweiler, and doberman pincher, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization; (2) poisonous insects, amphibians, or reptiles; (3) boa constrictors and other constrictor reptiles; (4) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils; (5) ferrets, and (6) alligators. Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Board, in the Board's sole discretion, and the Rules and Regulations will be amended to include such breed of animal.

No more than 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Residential Lot designated for single family residences. No more than 1 Pet may be kept per living facility of a Multi-Family Lot. No Pet may be bred, kept or maintained for any commercial purpose on a Multi-Family Lot or a Residential Lot. All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by the Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a fenced area (fenced with standard materials or by an electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners or occupants. Offensive barking or howling is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet to clean up after their Pet when in the Common Area or on the private property of others.

No Pets will be permitted in the Common Area except on a leash.

The Association may notify the Owner, in writing, of any offensive activity or other violation of the covenants of this Declaration and the steps required by Owner to correct the violation. If the Owner does not correct the violation and the violation continues; or if any Pet endangers the health of an Owner, his guests, invitees, Customers, or tenants, or creates a nuisance or an unreasonable disturbance, or is not a common household pet, as may be determined by the Board, in the Board's sole discretion, the Pet must be permanently removed from the Subdivision upon 7 days' written notice by the Board to the offending Owner. The Board may exercise all of its remedies allowed under the Declaration or by law to have the Pet or animal permanently removed from the Subdivision. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal upon written request made by the Board, the offending Owner will be in violation of the covenants of the Declaration and subject to any Fine imposed by the Board in accordance with the Declaration.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIVE COVENANTS

ARTICLE XIII (5) Registration with the Association.

In order that the Declarant and the Association can properly determine voting rights and acquaint every Lot purchaser and every Owner and Member with these Covenants and the day-to-day matters within the Association's jurisdiction, each Owner and Member will have an affirmative duty and obligation to provide, and subsequently revise and update, within 15 days after a material change has occurred, various items of information to the Association such as: (a) the full name, mailing address, telephone number, facsimile number, and email address of each Owner and Member, and Fiduciary; (b) the business address, telephone number, facsimile number and email address, and occupation of each Owner and Member; (c) the name, address, and telephone number of other local individuals who can be contacted (in the event the Owner or Member cannot be located) in case of an emergency; and (d) such other information as may be reasonably requested from time to time by the Association. In the event any Owner or Member fails, neglects, or refuses to so provide, revise, and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner and Member will become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

ASSESSMENTS

Any assessment, Member Charge, or Fine or Late Fee not paid within 30 days after the due date will bear interest from the due date at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law. If the Board refuses or fails to determine a rate of interest, the rate of interest will be the lesser of (i) 18% per annum, or (ii) the maximum rate allowed by law.

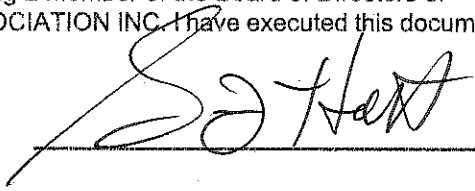
(7) Remedies and Lien for Annual Assessment, Transfer Membership Assessment, Special Assessment, Member Charge, and Fine and Late Fee. Each Owner, by his acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all actions against the delinquent Owner personally for the collection of the Charge as a debt and to enforce the lien by all methods available for the enforcement of liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, and grants to the Association the power of sale in connection with the lien. The President of the Board of Directors will have the right to appoint an agent and trustee, to mail and file the notices required by Texas Property Code § 51.002, and if applicable, by Texas Property Code § 209, to conduct the sale, and to otherwise comply with the statutes. The lien provided for in this Section will be in favor of the Association and will be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the Charges for nonuse of the Common Area or abandonment of his Lot. In addition to the foregoing charges for delinquent accounts, each Owner will be obligated to pay to the Association all actual costs of collection incurred by the Association, including attorney's fees, as and when allowed by law, and such reasonable late charges and collection charges as the Board of Directors may establish, all of which will also be subject to the liens of the Association. In the event of a delinquent account, the Association will provide all notices to the delinquent Owner as required by Texas Property Code § 209. A summary of the relevant parts of Texas Property Code § 209 will be maintained by the Association for review by each and every Owner upon request.

Any other violation of the Restrictions and Covenants not specifically herein shall have a minimum initial fine of \$25.00 with a corresponding weekly fine, set by the Board of Directors, until the violation is cured.

HOW TO REPORT A VIOLATION:

If a Homeowner observes a restriction violation, please feel free to contact our management office. Your report is confidential and appreciated. Please note that while we are happy to take your feedback, we do not discuss the particulars of other residents' violations with you.

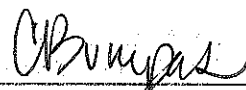
IN WITNESS WHEREOF, I GLEN N HOOD being a member of the Board of Directors of
TEMPLE HERITAGE PLACE PROPERTY OWNERS ASSOCIATION INC. I have executed this document to
be effective 5/21, 2026

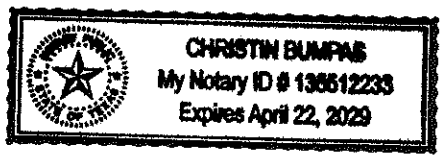


(ACKNOWLEDGMENT)

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on May 21, 2026
by Christin Bumpas


NOTARY PUBLIC



AFTER RECORDING RETURN TO:
Cromwell CO
1725 Columbus Ave
Waco, TX 76701



Bell County
 Shelley Coston
 County Clerk
 Belton, Texas 76513

Instrument Number: 2026024995

As
 RESTRICTIONS

Recorded On: May 21, 2026

Parties: TEMPLE HERITAGE PLACE PROPERTY OWNERS ASSOCIATION
 INC

Billable Pages: 7

To HERITAGE PLACE

Number of Pages: 8

Comment:

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
RECORDING:	\$29.00
Total Fees:	\$34.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

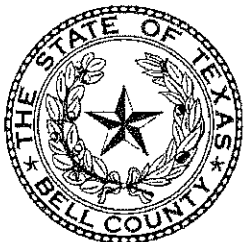
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2026024995
 Receipt Number: 528844
 Recorded Date/Time: 05/21/2026 10:01:12 AM
 User / Station: fosterk - BCCCD0735

Record and Return To:

CROMWELL CO
 1725 COLUMBUS AVE
 WACO, TX 76701



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
 Bell County Clerk