

**HIGH STAR HOMEOWNERS ASSOCIATION, INC.
RESOLUTION ADOPTING RULES AND REGULATIONS**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, High Star Homeowners Association, Inc. (the "Association") is the governing entity for High Star, a subdivision in Harris County, Texas, per the Declaration of Covenants, Conditions, and Restrictions for High Star recorded November 18, 2003 under County Clerk's File No. X200531 in the Official Public Records of Harris County, Texas, along with any amendments, annexations, or supplements thereto; and

WHEREAS, the Association, through its Board of Directors, has the authority to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision; and

WHEREAS, the Declaration and the Texas Property Code authorize the Association, acting through the Board, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision and to adopt and amend rules regulating same; and

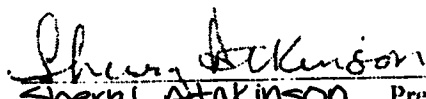
WHEREAS, it is the desire of the Board of Directors of the Association to adopt the Rules and Regulations attached hereto as Exhibit "A" and incorporated herein for all purposes.

NOW THEREFORE, BE IT RESOLVED THAT, in consideration of the above factors and others, the High Star Homeowners Association, Inc., acting through the Board of Directors, hereby adopts the "Rules and Regulations" attached hereto as Exhibit "A" and incorporated herein for all purposes.

CERTIFICATION

I, the undersigned, being the President of the High Star Homeowners Association, Inc., hereby certify that the foregoing Resolution and attached Exhibit was adopted by at least a majority of the High Star Homeowners Association, Inc.'s Board of Directors.

Approved and adopted by the Board of Directors on the 3 day of May 2024.



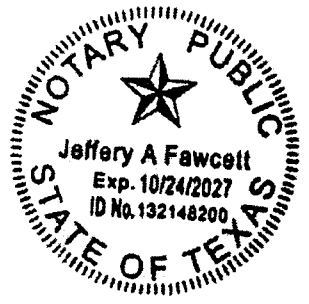
Sherry Atkinson, President of
High Star Homeowners Association, Inc.

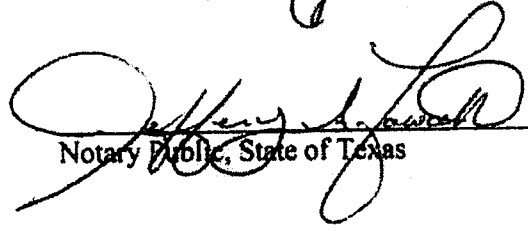
RP-2024-181760

STATE OF TEXAS §
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Before me, the undersigned authority, on this day personally appeared Sherry Atkinson, President of High Star Homeowners Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3 day of May 2024.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

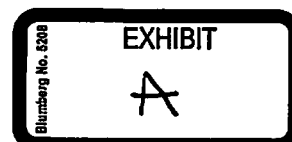
BSG | SEARS
BENNETT
& GERDES, LLP
6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

RP-2024-181760

Rules and Regulations for High Star Homeowners Association, Inc.

All of the following Rules and/or Regulations are subject to the provisions of the High Star Homeowners' Association, Inc. Declarations and By-Laws (hereinafter the "Declarations and By-Laws"). The Declarations and By-Laws are hereby incorporated by reference insofar as it is necessary to give reference and meaning to terms used in these Rules and Regulations. All owners/occupants shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted in order that all owners/occupants and their guests shall achieve maximum use and enjoyment of the property and facilities located hereto consistent with the rights of each of the other owner/occupants. Violation of these Rules and Regulations will be enforced by the Board of Directors, or their designee, by the levying of special assessments in the amounts specified below (hereinafter referred to as "Violations Assessments"). Use of the Common Elements shall be limited to these residents who are current in their payment of their maintenance fees. In addition, in the event the aggregate of an owner's Violation Assessments and/or delinquent monthly maintenance fees is equal to or greater than five hundred dollars (\$500.00), the Board of Directors, in its sole discretion, can vote to seek legal remedies or any other such recourses available to the Association. Violation Assessments will be collected in the same manner as maintenance fees with the same collection procedures applying as outlined in the Declarations and By-Laws.

- **Section 10.01 Restrictions of use : (\$50.00 assessment for violation per instance)**
 - **Residential Use:** Each Residential Lot is designated solely for the construction of detached single-family residential structures, known as Dwelling Units. These units are to be used exclusively as residences for single families related by blood or marriage, maintaining a common household as husband and wife, or by co-owners, excluding cooperative-type ownership aimed at circumventing this restriction.
 - **New Construction:** All structures erected, altered, or placed on any Residential Lot within the Property must be newly constructed.
 - **Prohibited Uses:** No part of any Residential Lot shall be utilized for any non-residential purposes, including but not limited to business, commercial, manufacturing, mercantile, storing, vending, or other non-residential activities. Commercial use of a residential nature, such as boarding houses, day-care facilities, nursing homes, or churches, is strictly prohibited. Exceptions may be made for designated Residential Lots used as sales offices, construction offices, or storage facilities for a temporary period determined by the Declarant.
 - **Home Occupation:** Occupants of Residential Lots may engage in home occupations on a full or part-time basis under specific conditions:
 - Business transactions must occur entirely through remote communication methods like telephone, fax, or computer modems.
 - No visible indication of the home occupation should be present outside the Dwelling Unit.
 - Specific restrictions apply:



RP-2024-181760

- No employees, other than permitted occupants, are allowed to conduct business on the Residential Lot.
 - Customers are not permitted to visit the Residential Lot for business purposes.
- Home occupation activities must not generate excessive noise, traffic, or involve assembly, fabrication, or manufacturing processes on the Residential Lot.
- No signage or advertisement of the home occupation business is allowed on the Residential Lot.
- **Occupancy Limits:** No Dwelling Unit shall be occupied by permanent residents exceeding two individuals per room designated as a "bedroom" or "alternate bedroom" on the approved Plans and Specifications for the Dwelling Unit.
- **Single-Family Use:** Each Residential Lot is intended for the construction of one single-family residential dwelling and a private garage. Carports are not permitted. The maximum allowable height of any residential structure is three and a half stories. Compliance with these regulations constitutes "Single-Family Residential Use."

- **Section 10.02 Temporary Structures: (\$25.00 assessment for violation per instance)**

- **Prohibition on Temporary Structures:** No structure of a temporary nature, including trailers, mobile homes, tents, shacks, barns, or outbuildings, shall be erected, maintained, or installed on any Lot, whether permanently or temporarily.
- **Approval by the Association:** Any temporary structure must receive approval from the Association before installation or erection. However, even with approval, no temporary structure on a Residential Lot may be used as a residence, whether temporarily or permanently.

- **Section 10.03. Reasonable Enjoyment: (\$25.00 assessment for violation per instance)**

- **Nuisance Prohibition:** No nuisance shall be erected, placed, or allowed to remain on any Lot. Owners or Occupants shall not use their Lot in a manner that endangers the health or disturbs the reasonable enjoyment of any other Owner or Occupant.
- **Board Authority:** The Association's Board of Directors has the authority to conclusively determine violations of this restriction.

- **Section 10.04. Animal Husbandry: (\$25.00 assessment for violation per instance)**

- **Prohibited Animals:**
 - Sheep, goats, horses, cattle, swine, poultry, dangerous animals (as determined solely by the Board), snakes, or any livestock are not allowed on any part of the Property.
- **Exceptions:**
 - Dogs, cats, or common household pets are permitted for Owners or Occupants of Dwelling Units, provided they are not kept for commercial purposes.
- **Confinement and Control:**
 - Pets must be confined to their Owner's Lot either by backyard fence or leash and kept within the Dwelling Unit. They must not run freely off their Owner's Lot and must be controlled by a leash.

- **Compliance with Laws:** All applicable leash and licensing laws in Harris County must be followed by Owners and Occupants of Residential Lots.

- **Section 10.05. Trash and Rubbish Removal: (\$50.00 assessment for violation per instance plus contractors service fee should the property have to contract a service for removal.)**
 - **Prohibited Debris:** No trash, rubbish, garbage, manure, or debris shall be kept for extended periods on any Lot, except in approved containers inside a structure as approved by the relevant Architectural Committee.
 - **Responsibility for Removal:** Owners are responsible for removing such trash and prohibited matter from their Lot at regular intervals and at their own expense.
 - **Outdoor Container Use:** During hours designated for trash collection, all prohibited matter must be placed in sanitary refuse containers. Trash containers shall not be placed outside on any Residential Lot before 6:00 a.m. on the day of pickup.
 - **Construction Material Storage:** Reasonable amounts of construction materials and equipment may be stored on a Lot for reasonable periods during the construction of improvements.

- **Section 10.11 Rules for Storage of Boats, Trailers, Vehicles, and Equipment: (\$25.00 assessment for violation per instance. Owners vehicles towed for violation are subject to tow fees to be paid by the owner)**
 - **Prohibited Parking:** No boat, trailer, recreational vehicle, camping unit, bus, commercial use truck, self-propelled or towable equipment, or machinery, or any item deemed offensive by the Declarant or the Association, shall be parked on any Residential Lot, except:
 - Within an enclosed structure.
 - Behind a solid fence.
 - During the construction of improvements on a Residential Lot, necessary construction vehicles may be parked thereon from and during the time of necessity therefor.
 - **Operable Vehicles:** Stored vehicles and vehicles obviously inoperable or without current licenses shall not be permitted, except within enclosed garages.
 - **Prompt Removal of Inoperable Vehicles:** Vehicles becoming inoperable while on the Property must be removed within seventy-two (72) hours thereof.
 - **Definition of "Stored" Vehicles:** A vehicle shall be considered "stored" if:
 - It is put up on blocks or covered with a tarpaulin.
 - It remains on blocks or so covered for fourteen (14) consecutive days without prior approval of the Board.

- **Exception for Service and Delivery Vehicles:** Service and delivery vehicles may be parked on the Property during daylight hours for a reasonable period necessary to provide service or make a delivery to a Dwelling Unit or the Common Property.
- **Enforcement:** Any vehicle parked in violation of these rules or parking rules established by the Board may be towed.
- **Restriction on Front or Side Lawn Parking:** No vehicle shall ever be permitted to park on the front or side lawn within view of the public.
- **Driveway Parking Restriction:** No vehicle shall ever be permitted to park on a driveway on a Residential Lot at a point where the vehicle obstructs pedestrians from the use of a sidewalk.

- **Section 10.12 Rules for Clothes Lines: (\$25.00 assessment for violation per instance)**

- **Prohibition of Publicly Visible Drying:** No clothing or other materials shall be aired or dried within the boundaries of the Property in a manner visible to the public from the street.

- **Section 10.13 Rules for Construction Work: (\$25.00 assessment for violation per instance)**

- **Time Restrictions for Construction Activities: -**
 - Outside construction work or noisy interior construction work on new construction of a Dwelling Unit shall be permitted only after 6:00 A.M. and before 8:00 P.M. –
 - Modification or alteration work subsequent to original construction shall be permitted only after 7:00 A.M. and before 8:00 P.M., except in cases of emergency or other unusual circumstances as determined by the Board of Directors of the Association.

- **Section 10.14 Rules for Television and Radio Antennas and Satellite Dishes: (\$25.00 assessment for violation per instance)**

- **General Approval Requirement:**
 - Architectural Committee approval is not required for "dish antennas" or antennas designed to receive local broadcast signals, except when the antenna will be located on a mast higher than 12 feet above the roofline.
 - "Dish antenna" refers to an antenna one meter (39.37") or less in diameter, designed to:
 - Receive direct broadcast satellite service, including direct-to-home satellite service.
 - Receive or transmit fixed wireless signals via satellite.
 - Receive video programming services via wireless cable.
 - Transmit fixed wireless signals other than via satellite.
- **Approval for Other Antennas:**
 - All antennas other than those described above must be approved by the Architectural Committee.
 - They must not be located upon any portion of a Residential Lot visible from the street abutting the front of the Dwelling Unit.

- **Section 10.15 Rules for House Numbers and Mail Boxes: (\$25.00 assessment for violation per instance)**

RP-2024-181760

- House numbers, mailboxes, and similar items must harmonize with the overall character and aesthetics of the community.
- They must be continually maintained in an attractive manner.
- The decision of the applicable Architectural Committee regarding harmony shall be final.

- **Section 10.16 Rules for Signs and Picketing: (\$25.00 assessment for violation per instance)**

- **Restrictions on Signs:**
 - For Sale Signs: One sign not exceeding 2' x 3' in area advertising the property for sale.
 - Political Signs: Allowed for specific periods related to elections.

- **Section 10.17 Rules for Lot Maintenance: (\$50.00 assessment for violation per instance plus contractors service fee should the property have to contract a Lawn service)**

- **Maintenance Obligation:**
 - Owners must maintain their Lot, adjacent street right-of-way, and improvements in a neat and attractive condition.
 - Maintenance includes mowing, edging, weeding, fertilizing, and watering.
 - Diseased or dead plants or trees must be promptly removed and replaced.
 - No decorative appurtenances are allowed on front lawns or visible areas without approval.
- **Sod:**
 - Owners that sod the front and side yards of their Lot with grass.
 - Grass must be maintained in a neat, clean, and attractive condition, with damaged areas periodically resodded.
 - Grass type and standards are prescribed by the New Construction Committee.
- **Association's Right to Take Action:**
 - The Association has the right to perform necessary maintenance if the Owner fails to do so.
 - The Owner is obligated to reimburse the Association for the cost of such work.

- **Section 10.18-10.23 Rules for Roof Ventilators, Projections, and Window Coolers: (\$25.00 assessment for violation per instance)**

- **Roof Ventilators:**
 - All roof ventilators, except ridge ventilators, must be located to the rear of the roof ridge line and/or gable of any structure.
 - They shall not extend above the highest point of the structure to remain invisible from any public street.

- Exceptions may be granted by the Declarant and the New Construction Committee for energy conservation and heating/cooling efficiency purposes if the roof design prevents concealment as described above.
 - No projections of any type are permitted above the roof of any Dwelling Unit or related structure, except for chimneys and vent stacks, without written permission from the New Construction Committee.
- **Window Coolers:**
 - No window or wall type air conditioners or water coolers are permitted on any part of the Property if visible from any adjacent lot, Common Properties, or street.
- **Driveways:**
 - Owners must construct and maintain a driveway from the garage to the abutting street at their expense.
 - They are responsible for repairing any damage to the street caused by connecting the driveway.
 - The New Construction Committee reserves the right to restrict driveway locations on any Lot.
- **Outbuildings:**
 - No tree houses or children's playhouses are permitted without prior written approval from the applicable Committee.
 - Outbuildings, temporary or permanent, must not exceed eight feet (8') in height and are subject to approval by the applicable Committee.
 - Temporary structures may be used by Declarant or a Builder for specific purposes.
 - All outbuildings must be architecturally and aesthetically compatible with the Dwelling Unit and nearby structures

- **Section 10.27-10.28 Rules for Walls, Fences, and Roofs: (\$25.00 assessment for violation per instance)**

- **Placement and Height:**
 - No walls or fences shall be erected or maintained closer to the front Lot line than the front building line, except in special circumstances due to Lot geography.
 - On corner Lots, no walls or fences shall be closer to the side Lot line than the building setback line parallel to the side street.
 - The maximum height for any fence or wall is six (6') feet, unless otherwise permitted in a Supplemental Declaration or approved in writing by the relevant Architectural Committee.
 - Chain link fence type construction is prohibited on all Lots, except for special applications like tennis courts, with prior written permission from the relevant Architectural Committee.
- **Ownership and Maintenance:**
 - Any wall or fence erected on a Lot by the Declarant or its assigns shall pass ownership with title to the Lot.
 - It shall be the Owner's responsibility to maintain such wall or fence thereafter.

RP-2024-181760

- Approval from the relevant Architectural Committee must be obtained before the erection of any wall or fence on any Lot.
- **Material and Design:**
 - All walls and fencing must be made of wood, ornamental metal, or brick, unless otherwise permitted by the relevant Architectural Committee.
 - Chain link fencing is prohibited except for approved special applications.
 - Specific Lots may require uniform fencing along building setback lines adjacent to roads or landscape reserves, as specified by the relevant Architectural Committee.
- **Roofing:**
 - The roof of each Dwelling Unit must be covered with asphalt or composition type shingles approved by the New Construction Committee.
 - Other architecturally compatible and attractive roofing materials may be approved by the relevant Architectural Committee for particular Lots or areas.
 - Decisions regarding shingle weight and color rest exclusively with the relevant Architectural Committee, and its decision shall be final and binding.
 - All roof stacks and flashing must be painted to match the approved roof color.

These rules ensure that property aesthetics, maintenance, and signage are in harmony with the community's standards and regulations.

Enforcement Actions by Association.

The Association has been empowered to fine violators in accordance with Governing Documents Association.

In accordance with the rights of the Association delineated in the Declaration, the Board has adopted the following rules, regulations, and guidelines pertaining to the fining of Owners who violate, or whose tenants, residents, or guests violate, the rules, restrictions, or covenants of the Declaration or Rules and Regulations of the Association.

<u>Notice</u>	<u>Notice Content</u>	<u>Method of Issuance</u>
1 st	The Owner is sent one or more courtesy or warning letters requesting compliance within a reasonable period.	Courtesy or warning letters may be sent via first class mail and/or email.
2 nd	The Owner is sent a 209 violation letter requesting compliance within a reasonable period. The Owner is also advised that a fine may be levied if the violation is not cured or reoccurs within six (6) months.	The 209 violation letter will be sent by registered or certified mail.
3 rd	If the violation is not cured or reoccurs within six (6) months, the Property Owner	Following the 209 violation letter, all additional notices regarding fines may be sent by first class, registered, or certified mail.

will be sent a letter notifying the Owner of the levy of a fine. The letter will also notify the Property Owner that additional fines may be levied if the violation is not cured.

If a violation is a curable, the courtesy letter(s) and the 209 violation letter will provide the Owner with a reasonable period of time to cure the violation.

If a violation is non-curable, the courtesy letter(s) and the 209 violation letter will provide the Owner with notice of the violation and advise the Owner that additional enforcements will continue if the violation occurs.

The 209 violation letter will provide a date certain by which the Owner must correct the violation. The Owner will be further advised that they have 30 days in which to respond or request a hearing before the Board and/or designated committee in accordance with the section below. In addition, the 209 violation letter will advise the Owner that the failure to correct the violation within the provided date may result in legal action. If the Owner fails to bring the Property into compliance with the Declarations or Rules and Regulations, the Association may turn the violation over to legal counsel to pursue correction of the violation. All legal fees incurred by the Association to pursue correction of the violation will be charged back to the Owner's account; the Owner will be required to reimburse the Association for all costs, including legal fees, incurred.

Appeals/Hearings.

1. If an Owner is entitled to an opportunity to cure a violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board of Directors. Such request must be delivered to the Association's address or electronic mail address provided on the most recently filed management certificate.
2. An Owner must submit a written request for a hearing on or before the 30th day after the date the notice of violation and right to a hearing was mailed to the Owner. An Owner that fails to request a hearing within thirty (30) days after the date the certified notice of violation was mailed will not be entitled to a hearing.
3. The Association shall hold the hearing not later than the 30th day after the date the request for a hearing is received.
4. The Association shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing.
5. The Board or the Owner may request a postponement, and, if required, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
6. The Owner or the Association may make an audio recording of the meeting.
7. Not later than 10 days before the Association holds a hearing under this Policy, the Association shall provide to the Owner a packet containing documents, photographs,

and communications relating to the matter (excluding any attorney-client privileged communications) that the Association intends to discuss at the hearing.

8. If the Association does not provide a packet within the period, an Owner is entitled to an automatic 15-day postponement of the hearing.
9. During a hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.
10. After the hearing is concluded, the Board may discuss and consider the information presented. The Board will then provide the Owner with a written notice of its decision regarding the matter of the hearing.
11. All hearings will be held in private.
12. The notice and hearing provisions of this Policy do not apply if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action.
13. The notice and hearing provisions of this Policy do not apply to a temporary suspension of a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved in a significant and immediate risk of harm to others in the Subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures laid out in this Policy.

RP-2024-181760
Pages 12
05/20/2024 12:51 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$65.00

RECORDERS MEMORANDUM

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

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

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2024-181760