



**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 By-Laws 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 January 21, 2022, under County Clerk's File No. 2022010094 in the Official Public Records of Fort Bend County, Texas.

SIGNED on this the 28th day of January 2022.



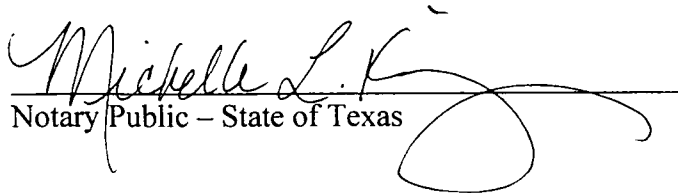
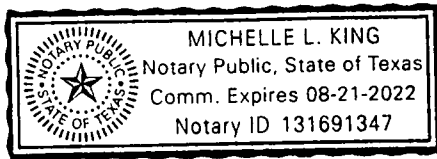
**Sarah B. Gerdes, Attorney and Agent for
Heritage Grand Homeowners Association, Inc.**

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 28th day of January 2022.



Notary Public – State of Texas

AFTER RECORDING, RETURN TO:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

AMENDED AND RESTATED

BY-LAWS

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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Article I. Name, Membership, and Definitions.

Section 1. Name.

The name of the Association shall be Heritage Grand Homeowners Association, Inc. (hereinafter referred to as the "Association").

Section 2. Membership.

The owner of record or owners of a Lot or Unit (Home) located within the Community are Members and have Membership in the Association.

Section 3. Definitions.

The words used in these By-Laws shall have the same meaning as set forth in the Declaration unless the context shall prohibit. In the event of a conflict in a definition between the By-Laws and the Declaration, the definition in the Declaration shall take precedence.

- a) **Meetings:** Two categories of meetings are referenced in these By-Laws:
 - **Association Meetings** (Member Meetings): any meeting where a vote of the full 650 homes of the Association is held. Procedural information concerning these meetings is found in Article II. A specific meeting of this type:
 - **Annual Meeting:** Each year the Board shall call for an Annual Meeting of the Members for election of Board Members, review of the previous year, and to allow Members to ask questions of the Board.
 - **Informational Meetings** (from the viewpoint of homeowners): all other meetings that are open to Members (Board meetings, town hall meetings, etc.) where homeowners may (or may not) have voice, but where no Association vote is taken. Procedural information concerning these meetings is found in Article III.
- b) **Association:** "Association" shall mean and refer to Heritage Grand Homeowners Association, Inc., a nonprofit Texas corporation.
- c) **Association Vote Requested by the Members:** a guideline document that consolidates procedures and voting rights for certain *Member-initiated* votes as specified in the Declaration.
- d) **Board:** The Board of Directors of the Association.
- e) **Board Members:** Board Members are Members that have been duly elected or appointed as a Director for the Association and are currently serving on the Board of Directors.
- f) **Chair:** The Chair is the presiding officer of a meeting such as but not limited to Board Meetings, and Member Meetings.
- g) **Declaration:** The Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, as amended.
- h) **Members:** A person who has membership in the Association. Every person who is an owner of record of a fee or undivided fee interest in any Lot or Unit (Home) that is

subject to the Declaration shall be deemed to have a membership in the Association and is considered a Member.

Article II. Association Meetings

Section 1. Place of Meetings.

Meetings of the Members shall be held at the Heritage Grand clubhouse or at such other suitable place convenient to the Members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 2. Annual Meeting.

The Association shall conduct an Annual Meeting each year at which a review of the previous year and the election of Directors will occur. The date and time for the Annual Meeting shall be set by the Board of Directors.

Section 3. Special Meetings of Members.

The President may call a Special Meeting of the Members. In addition, it shall be the duty of the President to call a Special Meeting of the Members:

1. when so directed by resolution of a majority of the Board of Directors; or
2. when the requisite number of Members petition the Board to take a vote of the Association addressing permissible subjects. The petition-initiation "Action Request Form" is available online and at the clubhouse.

Section 4. Notice of Member Meetings.

It shall be the duty of the Board or an agent designated by the Board to mail via first class mail or cause to be delivered to each Member, not less than ten (10) days nor more than sixty (60) days before the date of the meeting, a notice of each Annual Meeting and/or Special Meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. If a Member wishes notice to be given at an address other than his or her Home, he or she shall have designated such other address by notice in writing to the Board.

The mailing or delivery of a notice of a Member meeting is required for the Annual Meeting or a meeting of the Members at which the Members will vote. For example, Association Members may request a vote to disallow the budget (DCCR p. 10), to reject or modify a rule (DCCR p. 40), to amend the DCCR (p. 8), or to recall a Board member (By-Laws p. 7).

Section 5. Quorum.

Subsection 5.1. Election of Directors.

For a meeting of the Members at which a Director will be elected, the Homes present in person, proxy, or absentee ballot, shall constitute quorum for the sole purpose of conducting elections.

Subsection 5.2. Vote Requested by Members.

Unless otherwise provided in the Declaration, the presence in person, proxy, or absentee ballot, of ten percent (10%) of the Homes shall constitute a quorum at a duly called meeting of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until

adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Subsection 5.3. Quorum Not Present.

If any meetings of the Members cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) nor more than sixty (60) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Board Election Process.

Once the Board has approved the election schedule proposed by the Voting Committee, the Committee will institute the process. The election will be held during the Annual Meeting normally held on the fourth Monday of June. Nominations will remain open until the formal election is held.

Subsection 6.1. Candidate Solicitation Process.

1. The Voting Committee shall provide a minimum of fourteen (14) days' notice before the scheduled "Meet the Candidates" meeting for the purpose of soliciting candidates interested in running for that year's open position(s) on the Board. This request will include the number of positions to be filled, instructions for candidate nominations and dates of the process going forward. Identical information will also be made available for handout at the clubhouse.
2. Individuals willing to have their names put into nomination will be asked to complete a "Willingness to Serve" form.
3. Candidates may communicate their qualifications to the Members and to solicit support, however no campaigning, flyers or handouts are allowed in the Clubhouse or common areas unless approved by the Voting Committee. Personally addressed email or texting is acceptable but "social media" campaigning (for instance, use of the "NextDoor" app) is discouraged.
4. The Voting Committee will conduct the "Meet the Candidates" meeting for the purpose of introducing the candidates and allowing them equal time to present their platforms and answer questions from the community.
5. Additional individuals may indicate their candidacy both at the "Meet the Candidates" meeting plus going forward until the Annual Meeting.

Subsection 6.2. Election Processes.

1. The candidates who submit the "Willingness to Serve" form or are identified through the "Meet the Candidates" meeting will be listed on an absentee ballot to be included with the Annual Meeting agenda. Notice for this Member Vote meeting will comply with Article II. Section 4. requirements.
2. If a Member is voting absentee, the ballot may be dropped in the ballot box at the clubhouse before the Annual Meeting, or may be submitted by mail or email, if the Member is unable to go to the Clubhouse.
3. The election component of the Annual Meeting will be facilitated by the Voting Committee. Following closure of nominations at the Annual Meeting, an election vote of those in attendance will be conducted.

4. The Voting Committee, now serving as Vote Tabulators, will combine the votes with the confidential results of the absentee ballot count and then announce the results of the election at the Annual Meeting.
5. If fewer individuals are elected than the number of open positions, the Board will operate at less than its full five-person membership until that full membership level is attained.
6. The process for filling the open position(s) is a complete repetition of the above procedures.
7. Ballots shall be maintained as confidential documents for a period of six (6) months following the election, subject to the right of a recount provided for in the Texas Property Code.

Section 7. Removal of Board Members by Association Vote:

Any one or more Board Members may be removed, with or without cause, at any meeting called for that purpose and, once quorum is established, by a majority vote of the Members.

Section 8. Voting by Members.

The voting rights of the Members shall be as set forth in the Declaration. The Declaration entitles each Home to one (1) vote.

Subsection 8.1. Ways to Vote.

1. Voting by Mail, FAX, or Email.

The Board of Directors may authorize Members to vote by mail, FAX, or email on the election of directors or on any other matter that may be voted on by the Members.

2. Votes in Person, Proxy, or Absentee Ballot.

At all meetings of the Members, each Member may vote in person or by proxy, absentee ballot, or electronic ballot (e-mail, facsimile, or posting on an internet website). Electronic votes constitute written and signed ballots. All Members may vote; no Member may be disqualified from voting for any reason. Proxies submitted by members and votes cast by Members must be in writing signed by the Member.

Absentee ballots must contain each proposed action with an opportunity to vote for or against, ballot mailing or delivery instructions, and a disclaimer that the ballot will not be counted if the proposal is changed at the meeting. Absentee ballots will not be counted if the Member attends the meeting and chooses to vote in person or if the language of the vote changes from what was listed on the absentee ballot. Individual ballots may be disqualified for any of the following reasons, including, but not limited to, failure to sign the written ballot, failure to identify property to validate ownership, conflict between votes of two (2) Members of the same property, unreadable or ambiguous markings for a vote, or voting for more candidates than open positions.

All proxies shall be in writing, dated, and filed with the Board before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Home or

upon receipt of notice by the Board of the death or judicially declared incompetence of a Member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

The Association is not required to provide a Member with more than one voting method; however, a Member must be allowed to vote by absentee ballot or proxy.

Section 9. Voting Committee.

The Board shall appoint a committee of Members to serve as a Voting Committee and as Vote Tabulators. The Voting Committee will independently manage any votes (or potential votes) of Association Members including the annual Board member election process. The Board will ensure that Voting Committee procedures deliver fair treatment of views for issues requiring an Association vote. The Voting Committee shall perform any other duties as assigned by the Board.

Subsection 9.1. Vote Tabulators.

A person who is a candidate in an election to the Board or who is otherwise the subject of an Association election, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election except as provided by law. The person who tabulates votes in the election may not disclose to any other person how an individual voted. Only a person who tabulates votes or who performs a recount under Section 209.0057(c) of the Texas Property Code, may be given access to the ballots cast in the election or vote. This Section may not be construed to affect the Association's obligation to comply with a court order for the release of ballots or other voting records.

Article III. Informational Meetings

Section 1. Regular Board Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and date of each regular meeting of the Board and the agenda for that meeting shall be given to members as required and as allowed by applicable law.

Members may use the Regular Board meeting agenda items ("Community Comments concerning Agenda items" and/or the "Community Open Forum" to give input or voice concern about Board operational decisions). The Board, at its sole discretion, may decide to call a special meeting to address the concern. Notice of such informational meetings shall be sent as directed by the Board.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when requested by the President or any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 3. Budget Review Meeting.

Prior to November 30 of each year, the Association will hold a Homeowners Budget Review Meeting for the purpose of discussing the budget and assessments. Every Home should receive by email, at least five (5) days prior to the Meeting, a written copy of the Operating Budget, projected Reserve Budget and, if applicable, any changes to the annual Assessments. (This information may also be made available in print form upon request.) At the Budget Review Meeting, a polling of the attendees will take place. If 2/3 of those Owners in attendance disallow the Budget, then a full vote of the HOA will be requested by the Members.

Section 4. Executive Session.

An Executive Session may be held in Regular or Special meetings of the Board of Directors. An Executive Session is utilized to discuss and vote upon actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, matters involving the invasion of privacy of individual members, matters that are to remain confidential by request of the affected parties and agreement of the Board, and orders of business of a similar nature. The majority of the Board will, at its sole discretion, decide what matters are of a sensitive nature and what matters will and will not be discussed in Executive Session. Attendance at an Executive Session is limited to the Board of Directors and any guests or Members specifically invited by the majority of the Board of Directors.

When practical, the nature of any and all business to be considered in an Executive Session should first be announced to the Association prior to the Executive Session. Following Executive Session, any decision made in the Executive Session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual members, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session, if any. The Board, at its sole discretion, may choose not to include specific information in the Minutes from an Executive Session such as but not limited to a specific name or specific address, however, the written, approved Minutes must be complete enough so that when the specific person, place or thing is known, the action or motion as written in the Minutes is fully understood.

Everything said at an Executive Session Meeting is confidential, and the Board Members as well as any guests or Residents who are invited to attend an Executive Session Meeting should respect that confidentiality.

Section 5. Meeting Requirements.

A meeting of the Board means a deliberation between a quorum of the voting Board Members during which Association business is considered and the Board takes formal action. Regular and Special meetings of the Board must be open to Members, subject to the right of the Board to adjourn a board meeting and reconvene in Executive Session. All meetings of the Board of Directors, except Executive Session, shall be open to all Members of the Community, but Members other than Directors may not participate in any discussion, may not make comments or participate in deliberations unless expressly so authorized by the Board.

The Board may not, without prior notice to Members, as specified below, consider or vote on:

1. fines;

2. damage assessments;
3. initiation of foreclosure actions;
4. initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. increases in assessments;
6. levying of special assessments;
7. appeals for a denial of architectural control approval;
8. a suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
9. lending or borrowing money;
10. the adoption or amendment of a dedicatory instrument;
11. the approval of an annual budget or the approval of an amendment of an annual budget.
12. the sale or purchase of real property;
13. the filling of a vacancy on the Board;
14. the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
15. the election of an officer.

Before considering or voting on items 1-15 above, the Board shall give Members notice (per Section 6 below).

Section 6. Notice of Board Meetings

Notice must include the date, hour, place, and general subject of the Board of Director's meeting, including a general description of any matter to be brought up for consideration at the meeting. The notice shall be:

- 1) mailed to each Member not later than the 10th day nor earlier than the 60th day before the date of the meeting; or
- 2) provided at least one hundred forty-four (144) hours before the start of the regularly scheduled board meeting or seventy-two (72) hours before the start of a Special Meeting by:
 - a) posting the notice in a conspicuous manner reasonably designed to provide notice to the Members: in a place located on the Association's Common Areas; or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or on any internet website maintained by the Association or other Internet media; and
 - b) sending the notice by e-mail to each Member who has registered an email address with the Association for this purpose.

Section 7. Minutes.

The Board shall keep a record of all actions in the form of written minutes. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed Management Certificate.

Section 8. Regular Action by Email.

Subject to the forgoing exclusion, a motion may be acted upon if a majority of the Board Members vote by email. Any Board Member may request consideration of a motion or action by e-mail. For a motion or action to be valid by a majority but not unanimous vote, the email request must give all Board Members not less than 48 hours to respond.

Section 9. Meetings by Telephone.

The Board of Directors may hold a meeting by telephone conference-call as long as all persons participating in the meeting can hear each other and participate in any discussion or vote. The notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice. Participation of a person in a conference-call meeting constitutes presence of that person at the meeting. If the meeting is an open meeting described in Section 11 below, the notice to Members must provide instructions which allow the owner to call in and listen to the meeting.

Section 10. Civility and Decorum at Meetings.

All Members and all Directors should conduct themselves with civility and decorum at all Meetings of the Board and of the Association.

Article IV. Board of Directors, Organization**Section 1. Governing Body: Composition.**

The affairs of the Association shall be governed by a Board of Directors. At least three fourths (3/4) of the Directors must reside in the Community; all Directors must be Members or spouses of Members.

Section 2. Term of Office.

The term of office for each elected Director is three (3) years. All Directors will begin their term at the conclusion of the Annual Meeting at which they are elected and shall hold office until the Annual Meeting at the end of his/her term.

Section 3. Number of Directors.

The Board shall consist of five (5) Directors. The terms of the Directors must be staggered two (2), two (2), and one (1) to ensure at least one (1), but no more than two (2) positions on the Board are up for election at the Annual Meeting.

Section 4. Quorum of Board of Directors.

At all meetings of the Board of Directors, a majority of the Directors currently serving shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A quorum is required to transact business.

Section 5. Resignation.

Any Director may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.

Vacancies in the Board of Directors caused by any reason shall be filled by a vote of the majority of the remaining Board Members, even though the remaining Board Members

may not constitute a quorum. Each Board Member so selected shall serve the unexpired portion of the term affected by the vacancy.

(Note: Open, unfilled positions due to an election without sufficient candidates does not create a vacancy.)

Section 7. Officers

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and shall be decided annually by the Board of Directors from among the Members of the Board of Directors and announced at the first Board Meeting following the Annual Meeting. Any two or more offices may be held by the same Person, excepting the offices of President and Secretary.

1. President.

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Texas Non-Profit Corporation Act.

2. Vice President.

The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

3. Secretary.

The Secretary shall keep the minutes of all meetings of the Members and the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform or cause to be performed all duties incident to the office of the secretary of a corporation organized in accordance with Texas law.

4. Treasurer.

The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Board Requirements and Code of Conduct.

If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude not more than twenty (20) years before the date the Board is presented with the evidence, the Board Member is immediately ineligible to serve on the Board of the Association, automatically considered removed from the Board, and prohibited from future service on the Board. All candidates running for the Board and all Members on the Board are expected to adhere to the "Heritage Grand Code of Conduct for Board Members." (This document is available at the Clubhouse.)

Section 9. Parliamentarian.

The President or Chair may, at his/her discretion, appoint a Parliamentarian. The position may not be given to a Board Member and is not a position of power. The Parliamentarian's role during a meeting is purely an advisory and consultative one, since parliamentary law gives to the chair alone the power to rule on questions of order or to answer parliamentary inquiries.

Section 10. Compensation.

No Director shall receive any compensation from the Association for acting as a Board Member.

Article V. Board of Directors: Powers and Duties.**Section 1. Powers.**

The Board of Directors shall be responsible for the affairs of the Association and shall have full power to perform duties necessary for the administration of the Association's affairs. As provided by law, the Board may conduct all business not directed to be carried out exclusively by the members pursuant to the Declaration, Articles, or By-Laws to be carried out exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power and responsibility for the following, in way of explanation, but not limitation:

Subsection 1.1. Annual Budget.

Preparation and adoption of an annual budget in which contributions of each Owner to the Association expenses shall be established. The annual budget shall also take into account the different assessments against the Lots and the Units;

Subsection 1.2. Assessments.

Making assessments to defray the common expenses, establishing the methods of collecting such assessments, and establishing the time period for installment payments of the annual assessment;

Subsection 1.3. Maintenance.

Providing for the operation, care, upkeep, and maintenance of all areas which are the responsibility of the Association;

Subsection 1.4. Personnel.

Working through a designated managing agent, or other similar firm to identify, hire, and dismiss the personnel necessary for the operation of the Association. In addition, where appropriate, the designated managing agent will reimburse authorized expenses incurred by any Contract Employees for the purchase of equipment, supplies, and material to be used in the performance of their duties;

Subsection 1.5. Collect Assessments.

Collecting and depositing of assessments and proceeds thereof in an approved bank depository and administering said funds within the Association as deemed necessary;

Subsection 1.6. Rules and Regulations.

Establishing and amending use restrictions and rules and regulations;

Subsection 1.7. Bank Accounts.

Opening of bank accounts on behalf of the Association and designating the signatories required;

Subsection 1.8. Enforce Governing Documents.

Enforcing the provisions of the Declaration, By-Laws, and the rules and regulations adopted by the Association, and initiating any resulting proceedings which may be brought about on behalf of or against the Owners concerning the Association;

Subsection 1.9. Insurance.

Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and pay the premium costs thereof;

Subsection 1.10. Pay Services.

Paying the cost of all services rendered to the Association or its Members which are not directly chargeable to Owners;

Subsection 1.11. Keep Books.

Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;

Subsection 1.12. Contract with Persons.

Contracting any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. All functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity; and

Subsection 1.13. Maintain 55 Age Exemption.

Collecting, managing and maintaining the data from the Owners as required by the Fair Housing Act and/or the Declaration to qualify for the Community's fifty-five (55) years old and older exemption, initiating any actions the Board deems prudent and/or necessary to maintain such exemption under the Fair Housing Act or any successor statute.

Section 2. Director Removal by Board of Director Action.

Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

In addition, a Board Member may be removed for cause by a majority vote of the Board of Directors at a Board meeting with a quorum being present for reasons including, but not limited to the following:

1. if a Board Member has three (3) consecutive unexcused absences from Board Meetings; or

2. if a Board Member presents a conflict of interest with the Association by:
 - a) threatening legal action in writing against the Association, the Board, or a Board Member acting on behalf of the Association or the Board in his/her capacity as a Member of the Board; or
 - b) filing a legal action against the Association, the Board, or a Board Member acting on behalf of the Association or the Board in his/her capacity as a Member of the Board.

Section 3. Management Agent.

The Board of Directors may employ a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The term of any management agreement shall not exceed two (2) years and shall be subject to termination by either party without cause and without penalty, upon ninety (90) days' written notice.

Subsection 3.1. Employees of Heritage Grand.

The Board should not hire any employees to work directly for the Association (known as "Direct Employees"). All paid employees working at Heritage Grand should work through the Managing Agent, a temporary employment agency or similar firm.

Section 4. Committees.

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 5. Borrowing.

The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the Members of the Association; provided, however, the Board shall obtain Membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$10,000) outstanding debt per each one hundred (100) Units or Lots in the Association at any given time.

Section 6. Fines.

The Board may levy fines for violations of the Declaration, By-Laws, or Rules and Regulations of the Association.

Article VI. Miscellaneous.

Section 1. Fiscal Year.

The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Conflicts.

If there are conflicts or inconsistencies between the provisions of Texas law, the Declaration, the Articles of Incorporation, and these By-Laws, then these

aforementioned documents (in that order) shall prevail, provided however, any conflict between the Declaration, the By-Laws, the Articles of Incorporation and the Master Association DCCR's (as defined in the Declaration) shall be decided in favor of the Master Association DCCR's.

Section 3. Amendment.

The By-Laws may be amended by a majority vote of the Board of Directors.

Section 4. Financials.

All financials of the Association must be audited by an outside firm each year. The Reserve Study and assumptions must be reviewed by an outside firm every five (5) years. All audits, tax returns and reports must be made available at the Clubhouse and on the Association's website.

Section 5. Information.

The Board shall make the current version of the Association's dedicatory instruments available on the Association's website. The Board may maintain general governing documents, including the documents listed below, at the Clubhouse. All remaining records are subject to production pursuant to the Association's retention and copying policies.

Available for inspection at the Clubhouse:

- All Governing documents and amendments to those documents.
- All Board and Committee Meeting Minutes for the last two (2) years.
- All Monthly and Annual Financial Statements, including but not limited to financial audit reports, federal tax returns, and Texas franchise tax returns, for the last two (2) years.

Article VII. Indemnification.

Section 1. When Indemnification is Required, Permitted and Prohibited.

Subsection 1.1 Officers, Committee Members, Employees or Agents.

The Association shall indemnify a director, officer, committee member, employee, or agent of the Association who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Association. For the purposes of this article, an agent includes one who is or was serving at the request of the Association as a director, officer, employee, or committee member. However, the Association shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Association's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Association shall not indemnify a person who is found liable to the Association or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

Subsection 1.2. Termination Does Not Preclude Indemnification.

The termination of a proceeding by judgment, order, settlement, conviction or on a plea of nolo contendere or its equivalent does not necessarily preclude the indemnification by the corporation.

Subsection 1.3. Expenses.

The Association shall pay or reimburse expenses incurred by a director, officer, Member, committee member, employee, or agent of the Association in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Association when the person is not a named defendant or respondent in the proceeding.

Subsection 1.4. When Indemnification is Prohibited.

In addition to the situations otherwise described in this Article, the Association may indemnify a director, officer, Member, committee member, employee or agent of the Association to the extent permitted by law. However, the Association shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Subsection 1.1 above.

Subsection 1.5. When to Pay Indemnification Expenses.

Before the final disposition of a proceeding, the Association may pay indemnification expenses permitted by the By-Laws and authorized by the Association. However, the Association shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Association or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

Subsection 1.6. Reasonable Expenses.

If the Association may indemnify a person under the By-Laws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Association the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 2. Procedure Relating to Indemnification Payments.

Subsection 2.1. Determination of Indemnification.

Before the Association may pay any indemnification expenses (including attorney's fees), the Association shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Subsection 3 below. The Association may make these determinations and decisions by any one of the following procedures:

1. Vote of the Board. A majority vote of a quorum of the Board consisting of Board Members who, at the time of the vote, are not named defendants or respondents in the proceeding.
2. Vote if No Quorum. If such a quorum of Board Members cannot be obtained, a majority vote may still be held as long as there are at least

- two (2) Board Members, who at the time of the vote, are not named defendants or respondents in the proceeding.
3. Determination by Legal Counsel. Determination by special legal counsel selected by the Board of Directors by vote as provided in subsections (a) or (b) above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors.
 4. Majority Vote of Members. Majority vote of Members at a meeting at which a quorum is present, excluding Directors who are named defendants or respondents in the proceeding.

Subsection 2.2. Authorize Indemnification and Expense Reimbursement.

The Association shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible.

Subsection 2.3. Written Affirmation.

The Association shall pay indemnification expenses before final disposition of a proceeding only after the Association determines that the facts then known would not preclude indemnification and the Association receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Subsection 2.1 above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the By-Laws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Association if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

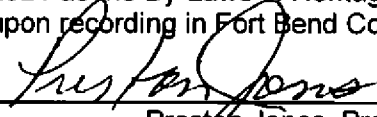
Subsection 2.4. Expense Advance.

Any indemnification or advance of expenses shall be reported in writing to the Members of the Association. The report shall be made at the following Board meeting.


CERTIFICATION

The foregoing Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. are intended to fully and completely replace any and all previous By-Laws of the Association in their entirety.

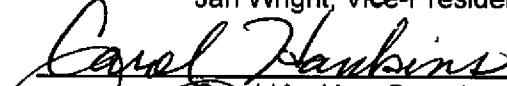
We the undersigned, representing a majority of the Directors of Heritage Grand Homeowners Association, Inc., do hereby certify that the within and foregoing Amended and Restated By-Laws were properly approved and adopted by at least a majority of the Board of Directors of Heritage Grand Homeowners Association, Inc. on December 13, 2021 as the By-Laws of Heritage Grand Homeowners Association, Inc. To be effective upon recording in 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 15th day of December 2021 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

