



**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006  
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND     §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Heritage Grand Homeowners Association, Inc., a Texas non-profit corporation (the “Association”) and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

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

Dedicatory instruments of the Association that have already been filed in the Real Property Records are as follows:

- 1) Heritage Grand, a subdivision in Fort Bend County, Texas, according to the map or plat thereof, described in and recorded under Fort Bend County Clerk's File Nos. 2002110671, 2002130629, 2003168462 and any and all Supplemental Declarations and Amendments, and Slide No. 2004-0217/2004-143041 of the Map Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
- 2) Declaration of Covenants, Conditions and Restrictions for Heritage Grand filed October 10, 2002, under County Clerk’s File No. 2002110671 in the Official Public Records of Fort Bend County, Texas
- 3) Supplemental Declaration of Covenants Conditions, & Restrictions for Heritage Grand filed under County Clerk’s File No. 2003168462 in the Official Public Records of Fort Bend County, Texas.

- 4) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand filed under County Clerk's File No. 2003169980 in the Official Public Records of Fort Bend County, Texas.
- 5) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand (Amendment) filed under County Clerk's File No. 2004150955 in the Official Public Records of Fort Bend County, Texas.
- 6) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Sections 10, 14, and 24 filed under County Clerk's File No. 2004026177 in the Official Public Records of Fort Bend County, Texas.
- 7) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Sections 10, 14, 24 filed under County Clerk's File No. 2004062994 in the Official Public Records of Fort Bend County, Texas.
- 8) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Sections 14 and 24 filed under County Clerk's File No. 2004094385 in the Official Public Records of Fort Bend County, Texas.
- 9) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Balance of Section 27 filed under County Clerk's File No. 2005138585 in the Official Public Records of Fort Bend County, Texas.
- 10) Supplemental Declaration of Covenants, Conditions, & Restrictions for Heritage Grand - Section 30 filed under County Clerk's File No. 2007120245 in the Official Public Records of Fort Bend County, Texas.
- 11) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed June 16, 2011, under County Clerk's File No. 2011057142 in the Official Public Records of Fort Bend County, Texas.
- 12) Heritage Grand Homeowners Association, Inc. Resolution and Guidelines Regarding Regulation of Certain Roofing Materials, Policy Regarding Records Retention, Inspection & Production, Resolution and Guidelines Regarding Regulation of Flag Display, Resolution and Guidelines Regarding Regulation of Composting Devices, Rain Barrels, Harvesting Devices, and Irrigation Systems, Regulation and Guidelines Regarding Solar Energy Devices, Resolution and Guidelines Regarding Regulation of Display of Certain Religious Items, and Policy Regarding Alternative Payment Schedules recorded October 21, 2011, under County Clerk's File No. 2011105391 in the Official Public Records of Fort Bend County, Texas.
- 13) Clubhouse and Common Area Rules and Regulations of Heritage Grand Homeowners Association, Inc. recorded November 14, 2011, under County Clerk's File No. 2011114387 in the Official Public Records of Fort Bend County, Texas.
- 14) Architectural Review Committee (ARC) Rules and Regulations of Heritage Grand Homeowners Association, Inc. recorded November 14, 2011, under County Clerk's File No. 2011114388 in the Official Public Records of Fort Bend County, Texas.

- 15) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: Association Rules and Regulations of Heritage Grand Homeowners Association, Inc. filed December 29, 2011 under County Clerk's File No. 2011130434 in the Official Public Records of Fort Bend County, Texas.
- 16) Additional Dedicatory Instrument for Heritage Grand Homeowners Association, Inc. - recorded document: Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed November 14, 2013 under County Clerk's File No. 2013143741 in the Official Public Records of Fort Bend County, Texas.
- 17) Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed March 13, 2018, under County Clerk's File No. 2018026262 Official Public Records of Fort Bend County, Texas.
- 18) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded document: Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc. filed July 19, 2018 under County Clerk's File No. 2018080521 in the Official Public Records of Fort Bend County, Texas.
- 19) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded documents: Architectural Rules & Regulations of Heritage Grand Homeowners Association (replaces and supersedes the ARC Rules and Regulations recorded November 14, 2011, under County Clerk's File No. 2011114388 in the Official Public Records of Fort Bend County, Texas) and Heritage Grand Architectural Policies filed June 26, 2019 under County Clerk's File No. 2019068390 in the Official Public Records of Fort Bend County, Texas.
- 20) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded documents: First Amendment to the Amended and Restated By-Laws of Heritage Grand Homeowners Association, Inc; and 2.) First Supplement to the Architectural Rules & Regulations of Heritage Grand Homeowners Association, filed February 21, 2020, under County Clerk's File No. 2020020768 in the Official Public Records of Fort Bend County, Texas.
- 21) Affidavit in Compliance with Section 202.006 of the Texas Property Code – recorded documents: 1.) Amendment of the Architectural Rules & Regulations of Heritage Grand Homeowners Association; 2.) Revision of Appendix C of the Architectural Rules & Regulations; and 3.) Amendment to the Heritage Grand Architectural Policies filed November 5, 2020, under County Clerk's File No. 2020156689 in the Official Public Records of Fort Bend County, Texas.
- 22) Amended and Restated Clubhouse Rules & Regulations of Heritage Grand Homeowners Association, Inc., filed January 21, 2022, under County Clerk's File No. 2022010091 in the Official Public Records of Fort Bend County, Texas.
- 23) Amended and Restated Association Rules & Regulations of Heritage Grand Homeowners Association, Inc., filed on January 21, 2022, under County Clerk's File No. 2022010094 in the Official Public Records of Fort Bend County, Texas.



**Amendment to:**

AMENDED AND RESTATED  
ASSOCIATION RULES & REGULATIONS  
OF  
HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION

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

*Replace Article 3 and Article 4 with the following:*

## **Article 3.       Violations and Enforcement**

### **Section 1. Overview**

The information furnished under the several headings below describes the HOAs approach for understanding violations of our governing documents and enacting enforcement activity as needed.

1. In order to maintain a residential community which is aesthetically pleasing, operationally effective and focused on the preservation and enhancement of property values and community amenities, it sometimes becomes necessary to undertake enforcement procedures.
2. When it comes to identification and recognition of violations, the HOA recognizes that there are less serious and more serious violations—the enforcement actions (when needed) are designed to take those differences into account.
3. The Board has no flexibility to ignore violations of a rule once it becomes aware of it.
4. Owners are accountable for violations occurring on their property regardless of whether they caused (constructed) the violation or when the violation occurred (including before ownership).
5. There is a statute of limitations concerning violations before it becomes unenforceable: The Board must act within four (4) years of when the Board becomes aware of the violation (not the length of time the violation has existed.)

### **Section 2.       Fines Administration**

In alignment with Texas Property Code (TPC) Section 209.0061, the following enforcement policy regarding the levying of fines is per the following categories and levy schedules.

(The actual levying of fines must occur during an open Board meetings per TPC 209.0051.)

1. General Categories for which fines may be levied:
  - a. Failure to comply with a 209 Violation Notice in the specified time period
  - b. Failure to correct a back yard “zero lot line” violation
  - c. Blockage of a neighbor’s emergency exit gate into one’s back yard
  - d. Failure to remove vegetation from encroaching on another’s home
  - e. Parking violations (either at the residential street or the clubhouse parking lot)
  - f. Failure to maintain front yard tree canopy clearance at the street
  - g. Failure to maintain specified required clearances from Association fencing
  - h. Damage of Association-maintained fencing
  - i. Illegal plantings on Association or another’s private property
  - j. Decorations installed too early or remaining too long after a holiday

- k. Failure to respond to a courtesy notification of Clubhouse Rules and Regulations failures
  - l. Short term leasing of a property for a period of less than 180 days
2. Schedule of fines for the above and similar violations:
- a. First Occurrence of a specific violation - \$250
  - b. Second Occurrence of the same violation - \$500
  - c. Third Occurrence of the same violation - \$1,000
  - d. Fourth Occurrence of the same violation - \$1,000 and all subsequent notices for same violation

### Section 3. Enforcement of Architectural Rules and Regulations

The following information presents the procedure being practiced when a violation has been identified. These procedures comply with (1) Article VI of the Declaration and (2) TPC Sections 209.006, 209.007, and 209.0051, and requirements from those governing documents shall be met.

#### Subsection 1. "Informal" Communications

##### 1. Informal Notice

- a. The Staff will have a communication made (either verbally or by an informal email) with the Owner to make the Owner aware of the claimed violation and to help the Owner understand the significance and importance of the violation.
- b. Monitoring for a reasonable time (as determined by the Staff involved, typically 30 days) will then take place to determine if voluntary compliance has occurred.
- c. The Owner may request discussion with the Board concerning the alleged violation.
- d. When compliance is attained, no further action will be required.
- e. If compliance is not attained, additional steps may be implemented.

#### Subsection 2: Violations Not Successfully Addressed in the Informal Stage.

##### 1. Notice of Violation Letter

- a. Should the Owner fail to correct the violation through the process above, the staff shall provide the Owner with a formal Notice of Violation letter (the 209 Letter) by certified and regular mail. This letter must:
  - 1) Set forth with specificity the violation alleged and the provision of the governing requirements to which the alleged violation relates
  - 2) Set forth with specificity the corrective action required of the Owner.
  - 3) Specify the date by which the Owner must correct the violation, if the violation is not a threat to public health or safety.
  - 4) Inform the Owner that fines or other sanctions may be imposed for failure to correct the alleged violation.

##### 2. Hearing Opportunity

- a. Unless the Notice of Violation Letter relates to a violation for which the Owner has previously been given notice under this section and the opportunity to exercise any rights available under this section in the preceding six (6) months, the Owner may request a hearing by the Board. Information concerning hearing specifics is presented in the 209 letter.
- a. Once an enforcement action process is begun, the Owner involved may have the right to meet with the Board concerning the dispute. As stated above this right depends upon the

current violation not being a violation for which the Owner has been given notice under this section within the preceding six (6) months.

- b. To exercise this right, the Owner must notify the Board in writing within thirty (30) days after the date of the certified notice regarding their alleged deed restriction violation, that (s)he wishes to address the issue to the Board. The Owner shall include in the written request their desire that this hearing be held either in a Regular Open Board meeting or in a Closed Executive session.
- c. No later than ten (10) days before such a deed restriction violation hearing, the HOA must provide the Owner a packet containing all documents, photographs, and communication relating to the matter the HOA intends to introduce at the hearing.
- d. The hearing must follow a set procedure, the Board will present its case, and the Owner or their representative will have the opportunity to present evidence and witnesses on his/her behalf.
- e. The Board is not required to make a determination as to the violation during the hearing.

### Subsection 3. **Enforcement Actions**

1. As specified by the TPC and/or the Declaration and/or the 209 Letter, enforcement actions may be applicable and include:
  - a. Suspension of an Owner's right to use a common area.
  - b. Charging an Owner for property damage. (The Board may cause the rule, regulation, use restriction, covenant, and/or condition to be complied with and bill the Owner the cost incurred by the HOA to do so, along with an administrative fee as the Board may determine.)
  - c. Levying of a fine.
  - d. Filing a suit against an Owner to recover sums due for damages or injunctive relief, or both.
  - e. The HOA or its duly authorized agent shall have the power to enter upon a Lot or Unit to abate or remove a violation, using such force as may be reasonably necessary, any erection, thing or condition which violates our governing documents. Before entry, except in case of an emergency, appropriate notice shall be given to the Owner of the involved Lot or Unit, as required by law.
  - f. Payment of a fine shall not constitute a waiver or variance for the violation, all violations must be corrected regardless of whether fines are imposed or paid.

### Subsection 4. **Other**

1. **Tenants and Guests.** Owners are responsible for violations of the governing documents by their invitees, tenants, and guests. Any notice sent by the HOA to an Owner in conformance with this program may also be sent to the tenant residing in the Owner's residence at the discretion of the HOA, however no payment information – charge-back, fines, etc. – shall be shared with tenants.
2. **Notices.** In addition to notification requirements set out above, other requested means of communication or contact (fax number, email address, etc.) may also be used as additional, duplicate notice. However delivered, notice shall be effective three (3) days after mailing.

## Section 4. **Enforcement of Clubhouse Rules and Regulations**

These procedures address the facilities both inside and outside the Clubhouse – basically the area enclosed by the circular drive around the Clubhouse area.

1. If an Owner violates the HOA governing rules & policies and requests for compliance go unheeded, the Owner may be subjected to loss of privileges and/or fines (monetary compensation where damage is involved).

2. The Staff will make the determination on a case-by-case basis as to whether the enforcement process is started.
3. The Board will become involved if the Owner asks for a hearing or if it becomes necessary to have the attorney take legal action and/or to enforce the loss of privileges.
4. Violations will be routinely handled as shown in the table that follows. The Board may skip steps dependent on the severity of the infraction.

DESCRIPTION	ACTION
First Occurrence	Verbal confrontation/education, with a warning letter if deemed necessary
Second Occurrence	Temporary or permanent loss of privileges
Owner disregarding a loss of privileges status	To the Attorney for legal action to enforce loss of privileges

### Section 5. Enforcement of Delinquent Accounts

All payments for assessments are due by the last day of the month and are delinquent if not paid by that date. Implementation of the Declaration's Article IV. Assessments is as follows:

1. Subsection 1: **Delinquent 10 days**
  - a. Any Member who is delinquent for a period of more than ten (10) days (equals day eleven of the month) will incur a late charge of \$25.00 for the delinquency.
  - b. A Notice of Delinquency communication will be sent informing the Member of their delinquency status and their incurred late fee if the delinquency extends beyond thirty (30) days.
2. Subsection 2: **Delinquent 30 days**
  - a. Any Member who is delinquent for a period of more than thirty (30) calendar days shall receive a certified, return receipt letter informing them that they are now more than thirty (30) days late, and that they are allowed 45 days from the date of the letter to cure the delinquency before collection action may be taken.
  - b. As a result of being late, they will be notified that a continuing contractual vendor's lien has been attached to their property which entails additional costs for the Owner. The letter will also let the Member know further ramifications for not paying in a timely manner. These further actions may include: 1) the account will be turned over to an attorney and may entail the imposition of additional fees and costs which will be estimated in the letter, 2) all costs incurred by the HOA to collect the delinquent balance must be reimbursed by the Member, and 3) the resident's rights to use the common areas may be suspended.
3. Subsection 3: **Delinquent 75 days**
  - a. An action shall be announced in an open session of a Board meeting that the Board is directing the HOA Attorney to send a delinquency notification to the Member who is delinquent for seventy-five (75) days or more informing them that the HOA may 1) file suit for collection of unpaid assessments, 2) foreclose the vendor's lien, 3) collect attorney's fees and expenses (which may exceed an amount, which will be estimated in the letter based on prevailing legal costs and fees at the time the letter is sent), and 4) collect interest and court costs.
  - b. Ongoing delinquencies beyond this notification point may generate additional costs to the Owner.
4. Subsection 4: **Application of Delinquent Payments**
  - a. All unauthorized partial payments shall be applied in such manner as the Board shall determine, in accordance with applicable state law.



- b. If the Board does not determine the manner of application, then each payment shall be applied first to delinquent assessments, then to current assessments, then to any reasonable attorney's fees or reasonable third party collection costs incurred by the HOA associated solely with assessments or any other charge that could provide the basis for foreclosure, then to any reasonable attorney's fees incurred by the HOA that are not included in the previous category, then to any reasonable fines assessed by the HOA, and lastly to any other reasonable amount owed to the HOA.
- c. A letter may be sent letting the Owner know that 1) additional attorney's fees and expenses have been incurred, 2) if the Owner does not respond the HOA may file suit without further notice, and 3) legal fees may be billed to the delinquent Owner as allowed by applicable law.

#### **Article 4. Alternate Payment Schedule**

1. Owners may enter into a payment plan or alternative payment schedule, provided they have not defaulted on a previous payment plan in the preceding Twenty-four (24)- month period. If a default has occurred in the previous twenty-four (24)-month period, then the Board of Directors shall use its discretion in deciding whether to allow any additional payment plans.
2. All payment plans must be in writing using a form promulgated by the HOA or its agent or attorney, and signed by the Owner. No partial payments will be accepted without an approved written payment plan agreement. Notwithstanding the foregoing acceptance by the HOA of a partial payment from an Owner without a signed payment plan agreement does not in any way indicate acceptance or approval of a payment plan or alternative payment schedule.
3. Payment plans shall be no shorter than three (3) months. Payment plans will require either a down payment and monthly installments, or equal monthly installments.
4. For the duration of a payment plan or alternative payment schedule, and so long as payments are made timely, the HOA shall refrain from charging additional late fees or other monetary penalties. However, the HOA may charge interest at a rate not exceeding the maximum rate of interest allowed by law, in addition to costs or fees associated with administration of the payment plan.