



18333 Egret Bay Boulevard, Suite 445
Houston, Texas 77058
Phone: 832-864-1279 Fax: 281-333-4475

Houston Community Management Services

September 19, 2007

Dear Homeowner:

This is to inform you that the proposed document change your Board of Directors brought to your attention prior to this letter has been recorded. The Amendment to Heritage Townhouse Association Rules and Regulations is enclosed for your review.

If you have, any questions or concerns please do not hesitate to contact Darlene Ingle or Kelly Kirkpatrick at the number listed above.

Darlene Ingle, CMCA
Association Manager

RECORD OF DEDICATORY INSTRUMENTS (PURSUANT TO PROPERTY CODE § 202.006)

		<u>Heritage Townhouse Homeowners Association, Inc.</u>		
Number of Units	<u>57</u>	Items attached to be filed:		Pages
Declaration File Code	<u>82.102(a)</u>	<u> </u> By - Laws		<u> </u>
Declaration Film Code	<u> </u>	<u> x </u> Rules and Regulations		<u> 5 </u>
		<u> </u> Articles of Incorporation		<u> </u>
		<u> </u> Architectural Control Guidelines		<u> </u>
		<u> </u> Second Amendment		<u> </u>
		TOTAL # OF PAGES TO BE FILED:		<u> 5 </u>

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF TITLE 11 OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Darlene Ingle, who, being duly sworn according to law, stated the following under oath:

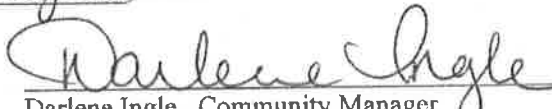
"My name is Darlene Ingle. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am Community Manager for Houston Community Management Services, Inc., the management team for Heritage Townhouse Homeowners Association, Inc., a Texas Non-profit Corporation (the "Association"). I am also a custodian of the records for the Association and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "homeowners' association" as that term defined in *Title 11 of the Texas Property Code*.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded. The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at 18333 Egret Bay Blvd. Suite 445, Houston, TX. 77058, Telephone No. 281-333-5173.

SIGNED on this the 17 day of August, 2007.


Darlene Ingle, Community Manager
for Houston Community Management Services, Inc.

FILED FOR RECORD
8:00 AM

AUG 22 2007


County Clerk, Harris County, Texas

VERIFICATION

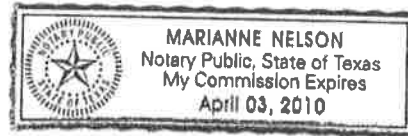
**THE STATE OF TEXAS
COUNTY OF HARRIS**

BEFORE ME, the undersigned authority, on this day personally appeared Darlene Ingle 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 17 day of August, 2007.

Marianne Nelson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

After filing please return to:
Houston Community Management Services
18333 Egret Bay Blvd. #445
Houston, TX 77058



18333 EGRET BAY BLVD #445 HOUSTON TX 77058

AMMENDMENT TO
HERITAGE TOWNHOUSE ASSOCIATION
RULES AND REGULATIONS – APRIL 2007

Part I: Introduction:

Whenever so many unrelated persons live together in a community the size of Heritage Townhouses, it becomes necessary to establish rules and standards to facilitate harmonious living, and unfortunately, to provide sanctions against those residents whose actions interfere with their neighbors' rights to peaceful enjoyment of their homes. It is the broad purpose of these rules, standards and guidelines to regulate the use of the common areas, promote the safety of residents and their guests, and to protect the value of the property.

These rules, standards and guidelines are approved by the Board of Directors of Heritage Townhouse Association (the Association). This authority is given to the Board by the Association's governing documents and Texas law, including Section 82.102(a) of the Texas Uniform Condominium Act.

If you observe a resident or guest violating one of the established rules, standards or guidelines, please courteously point out to the violator that the rules exist and should be followed for the common good. If the violation continues, report the incident to the management staff. Written complaints containing pertinent facts will be especially useful in supporting the Board's actions if it becomes necessary to impose sanctions against the violator.

The information in the document should be read in conjunction with the Articles of Incorporation of Heritage Townhouses Association, Inc., the By-laws of Heritage Townhouses and the Enabling Declaration for Heritage Townhouses – a Condominium Project (hereafter referred to as the Governing Documents). All Residents are required to abide by these Governing Documents, whether or not they have been read. Copies of these documents are available from Houston Community Management.

Part II: Rules and Regulations

RULE 1: OWNER RESPONSIBILITY AND ACCOUNTABILITY

Owners are completely and solely responsible and accountable for informing and educating themselves, and their family members, tenants, lessees, guests, individual unit property manager/realtors, employees and any other representatives or parties with all property rules and all of the Association's other governing documents. Owners are responsible for their tenants. Owners and tenants are responsible for their guests or visitors. Owners and tenants are jointly and severally responsible for fines for non-compliance, and for payment of compliance costs (including attorneys' fees) and the cost of repairs which are assessed to the unit in accordance with these rules or other governing documents. Everyone on Association property is required to adhere to the Association's rules and other governing documents.

Except in case of any emergency, owners and tenants will be given written notice of violations and notice of any fines regarding same, and will be requested to voluntarily cure the violations. If not cured in accordance with the notice(s), the property manager shall send the attorney for the Association a request to take enforcement action. Legal action to correct the violation will include certified and uncertified demand letters. The filing of an injunction lawsuit may follow. Except in case of an emergency, a minimum ten (10) day grace period will be allowed to cure a violation and avoid a fine to be determined by the board.

RULE 2: UNIT MAINTENANCE AND REPAIR

As more particularly described in the Governing Documents, it is the responsibility of each owner and his/her tenant to maintain the interior of his or her unit, including interior walls, floors, and ceiling surfaces, and to maintain and repair the fixtures and appliances therein irrespective whether or not appliances are "built-in". If the malfunction of an appliance or plumbing fixture within a unit results in damage to other units or to any common elements or other common property, the owner and tenant of the unit from which the damage resulted will be liable for payment of all cost of repair and all other such damages.

RULE 3: UNIT ALTERATION, APPEARANCE AND USE

3.1 Board Approval Required for All Changes:

No owner, tenant or any other occupant of any unit, or any other person, shall make major alterations, modifications, or improvements to, nor add awning, patio covers or other devices to a unit, patio, balcony, or any common elements, or to any limited common element, general common element, or any structural element within a unit, or remove or add or any structure, fences, furnishing or other equipment, nor undertake any other changes to the property except with the prior written consent from the Board. Residents shall be responsible for flowers, shrubs and so forth, not planted by the association. A major alteration, modification, or improvement is defined here as one which changes the appearance of the property when viewed from a common area or which results in a change of cost for the association to maintain. Temporary structures such as patio table umbrellas do not fall into the category of major.

3.2 Unauthorized Modifications:

If any matter which is subject to Rule 3.1 ("a modification") is undertaken, commenced or completed without approval obtained in accordance with these rules or the Governing Documents, the (i) the Board may at any time require removal or alteration of the modification, in whole or in part, and restoration of any part of the unit or other property affected by the unauthorized modification, and (ii) the applicable owner and/or owner's tenant shall be deemed to have fully assumed all maintenance, repair and replacement obligations concerning the modification (and any properties affected thereby as reasonably determined by the Board). The foregoing is in addition to any other rights or remedies of the Association regarding the unauthorized modification.

RULE 4: USE OF COMMON ELEMENTS

4.1 Clubhouse

The clubhouse may be reserved by unit owners for private parties or functions upon completion, dating and signing of a reservation request form and approval of the Property Manager, subject to the following restrictions:

- 4.1.1 A deposit of \$200.00 is required with the reservation request. The deposit is refundable upon inspection by the Property Manager or Board Member and confirmation of suitably cleaned premises after use.
- 4.1.2 Reservations will be made on a first-come, first-served basis.
- 4.1.3 The resident who reserves the recreation room must be in attendance at all times during the functions.
- 4.1.4 Parties are to terminate no later than 12:00 midnight with the single exception of New Year's Eve, when it will terminate no later than 1:00 A.M.
- 4.1.5 An adult must accompany resident children age sixteen (16) or under when using the clubhouse.
- 4.1.6 No smoking is permitted in the clubhouse.
- 4.1.7 Any Board Member or the Property Manager or other agent of the Association may terminate any function at any time due to excessive noise or other disturbances.

4.2 Swimming Pool

- 4.2.1 The pool is maintained for use for swimming only during the summer swim season. The pool area opens at 7:00 A.M. and closes at 10:00 P.M. Pool conduct rules are posted in the pool area. Replacement keys for the pool area are available from the Property Manager for \$20.00. You swim at your own risk since no lifeguard is present.
- 4.2.2 Without limitation of any rules posted in the pool area, the following rules shall apply:
- 4.2.3 Pool gates must be shut and locked at all times.
- 4.2.4 Climbing of the pool fence is strictly prohibited.
- 4.2.5 No children age twelve (12) or under is allowed in the pool area without active and continuous adult supervision.
- 4.2.6 No glass containers in pool area.
- 4.2.7 Toddlers must wear appropriate diapers at all times.

RULE 5: PARKING AREAS

- 5.1 Restricted Vehicles:
- 5.2 No boat, mobile home, trailer, boat rigging, truck larger than a three-quarter ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current and valid license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be

- parked, stored or kept at anytime within the Heritage Townhouse property unless prior written approval of the Board is obtained.
- 5.3 No inoperable or unlicensed vehicles shall be parked, stored, or kept in any parking space or at any other location, within Heritage Townhouse property. Inoperable or unlicensed vehicles include but are not limited to the following:
- 5.3.1 Vehicles with any flat tires;
 - 5.3.2 Vehicles without engines or transmissions;
 - 5.3.3 Vehicles sufficiently wrecked as to appear inoperable;
 - 5.3.4 Vehicles not driven regularly deemed to be in storage;
 - 5.3.5 Vehicles without license plates and/or inspection stickers;
 - 5.3.6 Vehicles with expired license plates and/or inspection stickers.

RULE 6: PETS

- 6.1 ANY VIOLATION OF THE FOLLOWING PET RULES MAY SUBJECT OWNER OR TENANT TO IMMEDIATE TERMINATION OF PET PRIVILEGES.
- 6.2 Any pet deemed by the Board to be a nuisance to any owner or resident may be banned from the property.
- 6.3 "Pets" are defined, but not limited to: dogs, cats, fish, birds and similar, domesticated household animals.
- 6.3.1 Wild animals are not allowed and are defined as "any mammal, amphibian, reptile or fowl which is of a species which is wild by nature or of a species which due to size, vicious nature or other characteristics is dangerous to humans."
 - 6.3.2 Dangerous wild animals, as defined by the Texas Health and Safety Code (Section 822.101) are strictly prohibited.
- 6.4 All sections of the Nassau Bay City Code Chapter 3 "Animals, Fowl & Birds" are enforceable at all times.
- 6.5 In accordance with the Nassau Bay City Code Chapter 3, pets are limited to a total of three (3).
- 6.6 Pets must be kept indoors or on a leash at all times. Also, pets are not permitted on outside patios for an extended period of time.
- 6.7 An owner is responsible for noise or damage caused by their pet or the pet of a tenant or guest.
- 6.8 Pet owners shall be responsible for cleaning up after their pets. Pet droppings are to be removed and disposed of properly.

RULE 7: HOMEOWNER FOR SALE SIGNS

- 7.1 All homeowners who wish to sell their home may place a For Sale in the immediate area in the front of their home.
- 7.2 No For Sale signs will be placed around the common areas. For Sale signs will not be placed outside 50 feet of the property to be sold.

RULE 8: TRASH PICK-UP

- 8.1 All homeowners must not put large items on the curb for garbage pickup before sunset on Sunday. The day set aside for the City of Nassau Bay is currently Monday.
- 8.2 Failure to obey this mandate by the City of Nassau Bay will result in fines.

RULE 9: STORAGE UNITS AND PATIO FENCES

- 9.1 No storage of any object shall be permitted in the carport that would impede the use of such carport by the owner or resident for the parking of vehicles.
- 9.2 No visible outdoor draping of clothes, bedding or similar items on the patio fences is permitted.

RULE 10: DELINQUENCIES & LIENS

- 10.1 If an owner is late paying the maintenance fee by 30 - 60 days, a statement is sent to the homeowner for the delinquent assessment which will include a \$25.00 late fee. The \$25.00 late fee will be added for every additional month the account remains delinquent.
- 10.2 If a homeowner is late 61 - 90 days, a certified demand letter will be sent by Houston Community Management (HCM) notifying the homeowner of collection costs, legal fees and potential legal action if the account is not paid current within ten days of receipt of letter.
- 10.3 If the account becomes 91 - 120 days delinquent, HCM will file a lien against the homeowner, unless arrangements have been made for a payment plan.
- 10.4 If the account becomes 121 - 150 days delinquent, the account will be referred to the association's attorney. The homeowner's account will be assessed a flat non-negotiable legal/collection fee amount of not less than \$325.00, immediately upon referral of the account to the association's attorney. The association's attorney will send a demand for payment to the homeowner asking for full payment within thirty (30) days, advising that if the account is not paid current, a lawsuit will be initiated which may include a request for foreclosure of the association's lien.
- 10.5 180 days delinquent - If the homeowner's account has not been paid current and a payment plan has not been established, or if the homeowner has defaulted on an approved payment plan, a Board Resolution will be drawn up by the association's attorney and presented to the Board Directors for approval to file a lawsuit. The homeowner will be responsible for all legal fees, court costs and expenses incurred.

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 the number Sequence on the date and at the place stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

AUG 22 2007

RECORDER'S MEMORANDUM:
 At the time of recording, this instrument was found to be in compliance with the provisions of the Public Information Act. A true and correct copy of this instrument was made and filed with the instrument. All blackouts and additions were made by me at the time the instrument was filed and recorded.



Emily P. Keyman
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

RP 849-83-1652

**FIRST AMENDMENT TO THE BYLAWS
OF
HERITAGE TOWNHOUSES ASSOCIATION, INC.**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §**

WHEREAS, the Declaration of Heritage Townhouses Association, Inc. (the "Association") was recorded in the Harris County Condominium Records on October 17, 1972 at Volume 13, Page 78, Clerk's File No. D715495, and Film Code No. 905-01-1323 at the Office of the County Clerk of Harris County, Texas together with any amendments thereto (referred to as the "Declaration");

WHEREAS, the Bylaws of Heritage Townhouses Association, Inc. (the "Association") was adopted on October 20, 2010 and recorded in the Harris County Records on January 31, 2012 at Clerk's File No. 20120040109 at the Office of the County Clerk of Harris County, Texas;

WHEREAS, Article X of the Bylaws provides an amendment may be adopted by a majority vote of the Board;

WHEREAS, the Board of Directors for the Association has proposed this amendment to allow quorum to be met for the Association's annual meeting;

WHEREAS, the Bylaws have been amended at a meeting of the Board by a majority vote thereby approving this Amendment to the Bylaws as attested to by the President of the Association below;

NOW THEREFORE, Article V, Section 5 of the Bylaws is hereby AMENDED to read as follows:

"Quorum

(a) Quorum in General: The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, Restrictions, or these By-Laws.

(b) If Quorum Not Met - for Association Business OTHER than Board of Director Elections: If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting until a quorum shall be present or represented.

(c) If Quorum Not Met for Board of Director Elections Only: If quorum is not present or represented, the meeting shall be adjourned without notice other than announcement at the meeting, and immediately reconvened *for the sole purpose of election of directors*. At the reconvened meeting, quorum shall be all those members counted as present whether in person or by proxy, absentee ballot, electronic ballot, or any other method of representative or delegated voting. Directors shall be elected by a majority of those votes."

Nothing herein is intended to alter, modify or amend the Bylaws, except as specifically provided hereinabove.

CERTIFICATION

I, the undersigned, am the duly elected and acting President of HERITAGE TOWNHOUSES ASSOCIATION, INC., a Texas non-profit corporation, and I do hereby certify:

That the within and foregoing AMENDMENT TO THE BYLAWS, was properly adopted as of the _____ day of _____, 20____, by a majority vote of the Board.

IN WITNESS WHEREOF, I have executed this Amendment to be effective as of the _____ day of _____, 20____.

(Signature)

(Print Name)
President, Heritage Townhouses
Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me, on the _____ day of _____, 20____, by _____, President of the Board of Directors of Heritage Townhouses Association, Inc., a Texas Non-Profit Corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS