

Handwritten notes: "Restrictions" and "1/11"



**CLUBHOUSE AND COMMON AREA
RULES AND REGULATIONS**

OF

**HERITAGE GRAND HOMEOWNERS ASSOCIATION
(A TEXAS NON-PROFIT CORPORATION)**

(EFFECTIVE DECEMBER 1, 2011)

Table of Contents

Article 1.	<i>Clubhouse Overview</i>	5
Part A.	Hours of Operation:	5
Part B.	Conduct:	5
Part C.	Badges:	6
Part D.	Visitors and Guests:	6
Part E.	Fees:	6
Part F.	Smoking:	6
Part G.	Pets:	6
Part H.	Attire:	6
Part I.	Food & Drink:	7
Part J.	Alcoholic Beverages:	7
Part K.	Activities:	7
Part L.	Posters and Signs:	7
Article 2.	<i>Clubhouse Management and Staff:</i>	7
Article 3.	<i>Who May Use the Clubhouse:</i>	8
Part A.	Who Qualifies for Access Materials	8
Part B.	Lessees	9
Part C.	Access Material Overview	9
Section 1.	Primary Residents Access Materials:	10
Section 2.	Family Residents Access Materials:	10
Section 3.	Guest Access Materials:	11
Part D.	Children’s Use of Facilities	11
Article 4.	<i>Events and Rentals</i>	11
Part A.	Overview	11
Part B.	Scheduling	12
Part C.	Events Procedure	12
Section 1.	Committee Responsibility	12
Section 2.	Special Events	12
Section 3.	How Does A Resident Sponsor an Event?	13
Section 4.	Resident Sponsored Event Process	13

Subsection 1. Check Date & Time:	13
Subsection 2. Complete Form:	13
Subsection 3. Get General Event Approval:	14
Subsection 4. Set Budget:	14
Subsection 5. Get an Advance:	15
Subsection 6. Close out the Event:.....	15
Section 5. Who does what after the Event is Approved:.....	16
Section 6. Event Responsibilities:	17
Subsection 1. Financials:	17
Subsection 2. Furniture Setup:.....	18
Subsection 3. Stock Supplies:.....	18
Subsection 4. After Event Cleanup:.....	18
Subsection 5. Clubhouse Staff Special Help:.....	18
Section 7. Reserved Seating at Events.....	18
Part D. Clubhouse Rentals.....	19
Article 5. Facilities.....	20
Part A. Fitness Room:.....	20
Part B. The Billiards Room & Dart Board:	20
Part C. Library:.....	21
Part D. Computer Room:.....	21
Section 1. Computer Room Overview	21
Section 2. Computer User Requirements	21
Part E. Grand Ballroom:.....	22
Part F. The Kitchen and Pantry:	22
Part G. The Pool, SPA, and Deck:	23
Section 1. Hours of Operations:.....	23
Section 2. General:	23
Part H. Barbecue and Picnic Area:	24
Article 6. Clubs and Groups:	24
Part A. The Grand Club and the Heritage Grand Trade Name:	24
Part B. Classes, Private Instructors, and Speakers:	24
Article 7. Golf Cart Rules:	25
Article 8. Parking Lot Rules:	25
Attachment A: Clubhouse Hours	27

Part A.	Clubhouse Interior Hours	27
Part B.	Swimming Pool and Amenities Hours	27
Part C.	Children’s Hours	27
Attachment B: Clubhouse Charges		28
Part A.	Access Materials.....	28
Part B.	Services Such as Coping, Faxing and Notary	28
Section 1.	Production and Copying of Records.....	28
Part C.	Barbecue Pit Cleanup	29
Attachment C: Event Scheduling Form		30
Attachment D: Event Expense Advance and Reimbursement Request Form		31
Attachment E: Event Cash Collection Report Form		32
Attachment F: Event Ballroom Standard Layout Example		33
Attachment G: Rental, Clubhouse Rental Rates.....		34
Attachment H: Rental, Rental Waiver		35
Attachment I: Rental, Rules		36
Attachment J: Rental Request Form		37
CLUBHOUSE AND COMMON AREA RULES AND REGULATIONS INDEX		38

Article 1. Clubhouse Overview

The Heritage Grand Clubhouse, (hereinafter referred to as the “Grand Club”), is part of the common property owned by the Homeowner’s Association, (hereinafter referred to as the “HOA”), and is intended for the residents’ use and enjoyment.

The Board of Directors of the Heritage Grand Homeowners Association, Inc. has established these Rules and Regulations in accordance with the authority granted to them by Article VI, Section 11 of the Declaration of Covenants, Conditions and Restrictions (“Declaration”) and Section 204.010(6) of the Texas Property Code. The Guidelines are established to assure a uniform and fair interpretation of the Declaration. The Board may amend these Rules and Regulations from time to time, as it deems necessary and appropriate.

The activities and use of the Clubhouse, Pool, Club equipment and other common areas should always occur with all of the residents in mind. While the rights of each individual must be respected, the rights of all homeowners as a group must also be respected.

The Clubhouse is a community facility that exists for the use of all residents. All costs associated with the Clubhouse (operations, repair and replacement) are paid by the HOA and passed on to all homeowners as part of the monthly dues.

All revenues taken in by the Clubhouse for events also flow through to the Heritage Grand Homeowners Association operating budget into the Entertainment line item. Typically events are self-funding and event revenues are designed to equal event expenses. While all homeowners pay for the existence of the Clubhouse facility and its operations, only those that attend events fund the events.

The Grand Club will be as successful and fun as the residents of Heritage Grand make it. It is important for all residents to help keep the Clubhouse’s expenses low by always taking care of the buildings and the equipment. A good rule of thumb is to use the Clubhouse as if it were an extension of your own home.

Part A. Hours of Operation:

See Attachment A: Clubhouse Hours for normal operating hours. Clubhouse staff will be on premises and available at all times during regular Clubhouse hours. During regular Clubhouse hours certain services are available such as copying, faxing and notary service. See Attachment B: Clubhouse Charges for the current rate.

Part B. Conduct:

In order to insure every member’s enjoyment of all Clubhouse facilities, all persons using the Clubhouses’ facilities shall conduct themselves in a courteous manner with due regard for others who want to use and enjoy the facilities. Additionally, all residents **MUST** follow the Clubhouse Rules and Regulations.

Those who violate the Clubhouse Rules & Regulations may be subjected to loss of privileges as shown in the table below:

Description	Action
First Occurrence	Warning Letter
Second Occurrence	Loss of privileges
Third Occurrence	Loss of privileges
Fourth Occurrence	D30 (30 day demand – “Last Chance” and loss of privileges)
Fifth Occurrence	To the Attorney for legal action and loss of privileges

Part C. Badges:

Except when attending ticketed events, members MUST have identification badges clearly visible at all times. This includes but is not limited to when purchasing tickets for event and when using any portion of the facilities.

Part D. Visitors and Guests:

All visitors and guests must sign in at the clubhouse before using the pool or facility. All visitors and guests MUST be accompanied by a Resident with an ID Badge at ALL times. Visitors and guests may not use any of the sports courts, pool or Clubhouse without being accompanied by a Resident with an ID Badge.

Part E. Fees:

Fees may be assessed for various Clubhouse activities such as parties, trips, activities and/or classes that have outside costs associated with them. These fees are usually based on costs and on overhead. All monies collected at the Grand Club are made payable to the “Heritage Grand Homeowners Association”.

Part F. Smoking:

The Clubhouse and all facilities, including the pool and spa, are designated as non smoking areas and no tobacco products are allowed. Smoking is not permitted within 25 feet of the Clubhouse.

Part G. Pets:

No pets are permitted in the Clubhouse, in the pool area or on the pool deck.

Part H. Attire:

In order to promote the proper atmosphere we request that you wear proper attire at all times while inside the Clubhouse. No bathing/swimming attire is permitted inside the Clubhouse. All persons are required to wear shoes and shirts. Proper attire for special events will be specified.

Part I. Food & Drink:

Food and drink will be permitted in the Ballroom, the Arts and Crafts Room, and in the Swimming Pool area. Food and drink will not be permitted in the Billiards Room, the Library, Computer Room or in the Fitness Room. Water only is allowed, in the Fitness Room.

No glass containers are allowed in the Fitness Room or Swimming Pool area.

Part J. Alcoholic Beverages:

Alcohol is permitted in the Clubhouse and facilities as stated above under "Food & Drink". Alcohol may be excluded for specific events.

Part K. Activities:

Unless specifically noted otherwise, ALL activities are intended for Heritage Grand Residents only. Each household is entitled to a minimum of two participants even if the household only has one resident.

Part L. Posters and Signs:

No signs of any sort may be posted upon the community facilities nor may any advertising leaflets, papers, or written material be distributed within the community facilities without the written consent of the Heritage Grand Board of Directors.

Article 2. Clubhouse Management and Staff:

The Clubhouse is owned and operated by the Association. The Board acting on behalf of the Association has hired a Managing Agent to help run the Clubhouse and facility. The Clubhouse is operated by a Staff. The Managing Agent, AMI, hires/terminates, and pays the staff. One of the Staff has been designated as the Office Manager and the rest of the Staff reports to the Office Manager. In this document, these employees of AMI, the Office Manager and Staff, are collectively referred to as the "Staff".

So that the Staff do not get local direction from multiple people, the Board has designated one of their Members as the single point of contact for the Staff, the Board Clubhouse Liaison for Operations. This same single point of contact from the Board is also the Liaison for the two primary committees that are associated with the Clubhouse, the Community Activities Committee and for the Operations Committee. This Board Member is sometimes referred to in this document as the "BLAC" or **B**oard **L**iaison for **A**ctivities in the **C**ommunity.

While the Board of Directors has the ultimate responsibility for the clubhouse, the Board has assigned the Staff responsibility and control of the facilities. Residents should follow the direction of the Staff at all times, treat the Staff with courtesy, and must respect the Staff's direction for the use of the Clubhouse.

- 1) **Use Restrictions:** All persons using the Clubhouse facilities must follow the instructions and decisions of the Staff.
- 2) **Occupancy:** For safety, the number of people using any of the Heritage Grand facilities may be limited, as needed, by the Staff.

- 3) **Instructions:** All persons using the Clubhouse facilities must comply with any instructions, directions or requests received from the Staff. Persons who fail to comply with the rules will be subject to removal by demand and/or loss of Clubhouse privileges.
- 4) **Personal Items:** The Clubhouse is not responsible for lost, stolen, or damaged personal items, either left unattended or in lockers. The Staff will also not be able to hold or watch personal items while members are using the facilities.
- 5) **Supplemental Rules:** Supplemental rules and regulations may be posted in specific areas, rooms or facilities as needed by the Staff. All residents and their guests will be responsible for reading and abiding by any posted supplemental rules.

Article 3. Who May Use the Clubhouse:

Part A. Who Qualifies for Access Materials

Homes at Heritage Grand may only be occupied by a maximum of four (4) family members¹ all of which must be 19 years of age or older². Children (persons under 19 years of age) and other visitors may only stay in the home for a maximum of 60 days per year³. All Children and visitors must be accompanied, at all times, by a responsible Resident when at Heritage Grand.

TYPE OF ACCESS	Access Sets Available	DESCRIPTION
Primary Residents	2	Each home is entitled to two sets of Access Material even if there is only one resident in the home.
Family Residents	2	Since each home can have a maximum of four family members, houses with more than two residents may get two additional sets of Access Material with proof of both residency and proof relationship to the owner.

¹ “Each Residence or Unit shall be used as a resident only ... Under no circumstances may more than one family reside in a Residence or Unit at one time. ‘Families’ ... shall be deemed to include spouses, parents, parents-in-law, brothers and sisters. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom with a maximum of four (4) persons per Residence or Unit.” Article VI. Use Restrictions and Rules, Section 4. Occupancy.” Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 19.

² “Members of a qualifying occupant’s household 19 years of age or older shall have the right to use all recreational facilities and other Common Property for as long as they reside in the Residence or Unit, irrespective of their age”, “Article VI. Use Restrictions and Rules, Section 5. Age Restriction.” Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 20.

³ “No person under 19 years of age shall reside in any Residence or Unit for more than 60 total days in a calendar year. ... All children under nineteen (19) years of age must be accompanied by a responsible adult when entering and/or utilizing any ... facilities.” “Article VI. Use Restrictions and Rules, Section 5. Age Restriction.” Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 20.

TYPE OF ACCESS	Access Sets Available	DESCRIPTION
Guest Pass	4	Guest Passes may be obtained for a fee.

Because homes may be occupied by up to four (4) family members, each home is entitled to two (2) sets of Primary Access Materials that were issued with the home for free regardless of the actual number of occupants in the home. And, if the home has two additional family residents, then up to two (2) other sets of Access Materials may be obtained for those family members residing at the home for a fee. Additionally, all Owners can obtain temporary Access Materials for visitors for a fee.

Part B. Lessees ⁴

Persons who are leasing a home are treated as residents, and may obtain Access Materials and have full access to the Clubhouse and facilities as long as they provide a copy of a valid Lease Agreement. It is the Owner's responsibility to provide the Lessees with the Primary Resident Access Materials that were issued with the home. Replacement Access Materials can be issued for a fee (See Attachment B: Clubhouse Charges).

Part C. Access Material Overview

- 1) You may obtain your Access Materials at the Clubhouse reception desk. There are four pieces of the Access Material:
 - a) An **Identification Badge** (ID Badge) with your picture and name clearly displayed on it. All people using the Clubhouse and facilities are required to have and wear their ID Badges at all times. There are three types of ID Badges
 - (i) **Resident ID Badge**
 - (ii) **Single Resident ID Badge**
 - (iii) **Guest ID Badge**
 - b) A **Grand Club Access Card** that allowed entry to the Clubhouse, Workout Room, Restrooms and Pool Gates.
 - c) A **Gate Entry Access Card** that allows entry to the walk-in gates from outside the community.
 - d) A **Gate Remote** that allows access to the vehicle gates from outside the community.
- 2) Only Owners may request Access Materials. In order to obtain the Access Materials each Owner must show and allow to be copied their Ownership Materials which include both the a) Proof of ownership (warranty, deed, or

⁴ "Each Residence or Unit shall be used as a residence only ... Each Residence or Unit owned by an individual ... may only be occupied by the following persons and such persons' families and guest: ... (v) permitted occupants under an approved lease or sublease....", "Article VI. Use Restrictions and Rules, Section 4. Occupancy." Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 19.

closing letter) and b) Personal identification with a picture (such as a driver's license, voter's registration, etc.).

- 3) Any Owner without the proper Ownership Materials on file with the Clubhouse Management will not be allowed to use the Heritage Grand Clubhouse or Amenities which include but are not limited to the Grand Club, pool area or any of the common areas (putt-putt, basketball court, bocce ball, etc.).
- 4) Qualifying Residents⁵ other than the Owners of record may also obtain the Access Materials by providing a) Proof of residency (such as a driver's license, voter's registration, etc.) and b) Proof of relations to the Owner (Birth Certificate or signed, notarized statement from the Owner).

Section 1. Primary Residents Access Materials:

Homes at Heritage Grand were entitled to two sets of Access Materials for free even if there is only one person residing in the home. These Sets were issued with each new home at no cost and must be passed from owner to owner (or to Lessees). When a home is sold the Primary Set of Access Materials must be passed to the new owners or lessees.

- 1) If the home has two residents then the ID Badges (Resident ID Badges) must have the picture and names of each resident on their own Resident ID Badge.
- 2) If the home has only one resident (Single Resident), then that Single Resident is still entitled to two ID Badges. The first ID Badge, will have the resident's picture and name. The second Badge will have the Resident's picture and the words "Guest of XXXXX" printed on the Badge.
- 3) Any person using the Single Resident Badge must be accompanied by the Single Resident that owns the Single Resident Badge.
- 4) Single Residents are able to purchase an additional ticket for any event and that ticket may be used by the person using the Single Resident Badge as long as the Single Resident also attends.
- 5) Any classes, fee or free, that are offered at Heritage Grand are also available to the person wearing the Single Resident ID Badge as long as the Single Resident also attends.

If for any reason the Primary Residents Sets or Single Resident Sets are unavailable then replacements must be purchased. Replacement costs are listed in the Attachments (See Attachment B: Clubhouse Charges).

Section 2. Family Residents Access Materials:

Homes at Heritage Grand, with additional family members beyond two, are also entitled to purchase up two additional sets of Access Materials (Family Resident Sets) that will be validated for one year from the date of purchase. Family Resident Sets can only be issued to "family" as defined in the Convents (i.e. Spouse, Parents, Parents-in-law, brothers and sisters). Children of the Owners and guests are not permitted to reside in home for more than 60 days in a calendar year.

⁵ Renters can be qualified Residents.

Family Residents Sets are available for a fee with proof of residency (Texas Driver's license showing the Heritage Grand address or similar picture id). Costs are listed in the in Attachment B: Clubhouse Charges.

Section 3. Guest Access Materials:

Guests and Children are welcome at Heritage Grand but ALL guests must follow certain rules:

- 1) Guest must always be accompanied by a Resident when using any of the facilities or common areas.
- 2) Guests must sign in at the front desk each day when using in of the facilities or common areas.
- 3) A drivers license and/or voter registration card may be required as proof of the guest's age since there are additional restrictions for quests (children) under the age of 19.
- 4) The maximum number of guests allowed per household per day is fifteen (15).

Part D. Children's Use of Facilities

Children (persons under the age of 19) are also welcome at Heritage Grand but some restrictions apply.

- 1) Children are not allowed to use the pool tables, dart boards, weight room, computer room or any other facilities within the clubhouse (even if accompanied by an adult resident).
- 2) Children, accompanied by an adult resident, are welcome to use the swimming pool during children's hours (see Children's Hours in Attachment A: Clubhouse Hours) and are also welcome on the putt-putt course, basketball court and other outside facilities.
- 3) Children are permitted to attend the Clubhouse functions only when either a) The event is specifically defined "for children" or b) The event is an approved rental functions that have permission to include children⁶.

Article 4. Events and Rentals

Part A. Overview

An "**Event**" is any gathering of more than 15 people sponsored by a Heritage Grand resident, club or committee. All Events are open to all residents of Heritage Grand on an equal access basis.

A "**Rental**" is a private gathering that is not open all residents and is referred to as a rental or special event . The Clubhouse can only be rented by a Heritage Grand resident. In the past, Rentals could either be sponsored by a resident ("Private Rental") or sponsored by a non-resident ("Outside Rental"). Today, no Outside Rentals are allowed.

⁶ An example of an event which is defined for children might be the annual Easter Egg Hunt.

All Events and Rentals MUST be approved and scheduled with the Clubhouse Staff and Community Activities Chairman. Additionally, ANY gathering, regardless of the number of people, fee or free, should be coordinated with the Community Activities Chairman to ensure space, resource and facilities are available.

Only by scheduling an Event or Rental can a Resident assure that they will have use of the portion of the facility that they desire during the times they desire. If it is not on the calendar it is not scheduled. All Residents must share the facility and be courteous of their neighbors and guests. The only time Residents are not required to share a portion of the facility is when it is scheduled for an Event or Rental.

Part B. Scheduling

When scheduling an Event or Rental, either fee or free, be sure and schedule enough time for setup. You will only have access to the room at the exact time you schedule the room, not before⁷.

Also, when scheduling an Event be cognizant of activities that are scheduled just before and just after you. Always schedule enough time for proper cleanup⁸. Always allow enough time for one event to end and your event to begin⁹.

Part C. Events Procedure

Section 1. Committee Responsibility

The Co-Chairs of the Community Activities Committee are charged with providing a wide array of high quality events for the community throughout the year. The Committee creates and executes various events periodically. When the Community Activities Committee needs to work with the Board, the Board has appointed a liaison called the Board Liaison for the Activities Committee or BLAC to make the communications easier.

Section 2. Special Events

- 1) Ticket sales will be offered to members of Heritage Grand, on a first come first serve basis. Tickets must be paid in full at the time of purchase. Once a ticket is purchased there will be no refunds. Deadlines for purchasing tickets will vary for each event.
- 2) Those persons holding a Single Resident Badge will be able to purchase one guest ticket on any ticket sale day.
- 3) Attire will vary for each event. Please check postings or ask the front desk for specific information.
- 4) Residents do not need to have their ID badges visible for ticketed events.

⁷ As an example, if you schedule the ballroom for 1:00 p.m. you will not be allowed into the ballroom until 1:00 p.m. If you need one hour for setup, you need to schedule the room starting at noon.

⁸ As an example, if you schedule the ballroom to end at 5:00 p.m. you will be expected to be completely cleaned and out of the ballroom no later than 5:00 p.m.

⁹ As an example, if you need to begin your Event punctually at 2:00 p.m. but there is a luncheon scheduled just before your Event (that ends at 2:00 p.m.) then, human nature would dictate that it is unlikely that you will start on time.

Section 3. How Does A Resident Sponsor an Event?

Any Heritage Grand resident can sponsor an event. Most Heritage Grand events are sponsored by the Co-Chairs of the Community Activities Committee and someone from that committee is named the Event Chair. When the Activities Committee sponsors an event, the Activities Co-Chair and Event Chair can be synonymous.

Any Heritage Grand resident, however, can also sponsor an event (becoming the Event Chair for their own event). Residents are strongly encouraged to become Event Chairs. The Event Chair of a Resident Sponsored Events can also request assistance from the Activities Committee if they need or want the help. The Activities Committee is not obligated to assist with Resident Sponsored Events, but will be happy to help if they have the time or resource. If a resident wishes to sponsor multiple events, he/she may serve the community best by joining the Activities Committee. When a resident sponsors an event it is critical that the process be followed completely to avoid any confusion. Basically, when a Resident sponsors an event:

- 1) A Resident has to agree to be in charge of the event and agree to be responsible at all times during the event including setup and teardown.
- 2) All the proper paperwork must be completed and submitted to the Clubhouse Staff.
- 3) The Event date MUST be approved, in writing by the Activity Committee. Do not assume the date is available until you have written confirmation from the Activity Committee.

Regardless of whether an event is Resident Sponsored or Activities Committee Sponsored, the basic processes are the same. Since the Activity Committee has the mission to keep the calendar of events and to spread the events out over the year, Resident Sponsored Events require the Activity Committee's agreement on the date and time.

Section 4. Resident Sponsored Event Process

Subsection 1. Check Date & Time:

Check with the Activities Committee and pick an available date and time. When scheduling the hours make sure that you also plan enough time for setup as well as time for the event itself. When you book your event, you must make sure that both the event AND the setup times are on the calendar. Events MUST be approved at least 30 days before the date of the event.

Subsection 2. Complete Form:

Complete the Event Scheduling Form which is available at the clubhouse and available on the web (DOCUMENTS, FORMS) and attached to this document (see Attachment C: Event Scheduling Form).

Information Requested on Form	Event Chair	Activities Co-Chair
Name of Event	Sole Responsibility	Not Involved
Date, Time, Length of Event	Requests	Approves

Information Requested on Form	Event Chair	Activities Co-Chair
Date, Time, Length of Setup	Requests	Approves
Price of Event	Requests	Approves
Estimated Number of Attendees	Requests	Approves
Maximum Attendees	Requests	Approves
Last Date to Purchase Tickets	Requests	Approves
Make a Poster for the Event	Sole Responsibility	Not Involved
Requests Flyer to be made by Clubhouse Staff for the signup book 1	Requests	Approves
Reserved Seating or Open Seating	Sole Responsibility	Approves
Maximum Allowable Attendees The maximum capacity limit should be noted as 160 people including volunteer workers of the event. All volunteer workers of the event including the Event Chair must purchase tickets to the event	Sole Responsibility	Not Involved
Seating Arrangement (pick from approved seating charts) 2	Sole Responsibility	Not Involved
Budget Breakdown (other than Ticket Price and Estimated Attendees)	Sole Responsibility	Not Involved

Note-1 The Event Chair can choose to do their own Flyer and/or Poster and not use the Clubhouse Staff; in this case, the Activities Chair STILL needs to approve the final so that we are sure that all aspects are accurate (i.e. price, date, reserve seating etc.)

Note-2 The Event Chair can determine the seating arrangement as long as it is one of the approved seating arrangements. The Club provides a variety of options. As an example of only one, See Attachment F: Event Ballroom Standard Layout Example

Subsection 3. Get General Event Approval:

An Activities Co-Chair can approve the date, time and all aspects of the Event. Together, the Event Chair and Activities Co-Chair will look over the Event Form and agree on 1) the Event Chairman (person who will make all the decisions and lead the volunteers; a single point of contact for all questions about the event) 2) the date and time of the event, 3) the nature of the event, 4) the price and 5) the estimate of the number of attendees.

Subsection 4. Set Budget:

The Activities Co-Chair MUST give the final approval to the Estimated Attendees and the Ticket Price which, in turn, will yield the approved budget. Events are designed to stand on their own and should always be viewed by the residents as a high quality activity. The Event is an end unto itself, not the means to a different end such as making a profit. While events needn't make a profit, any

money we make over break-even will be used to fund improvements in the clubhouse for future events.

Part of the break-even equation, is a need to pay for common items like paper plates, utensils, the soft-drink machine etc. To this end, each event must contribute a nominal amount of money to support these common expenses and that is 10%. So, the budget for any event will be the estimated number of attendee's times the price of a ticket times 90%¹⁰.

If more people sign up for an event than originally estimated, the Event Chair will automatically receive additional budget dollars on a per person allocation. The increase in budget is specified in the "Event Scheduling Form" (Attachment C) that was signed when the event was approved. The form specifies an add-on amount for each additional attendee over the estimated number. This add-on amount is determined by the Event Chair and approved by the Activities Chair¹¹.

$\text{Event Budget} = 90\% \times \text{Estimated Attendees} \times \text{Ticket Price}$

If fewer people sign up than expected, the BLAC will use the Entertainment Fund to make up any loss.

The Event Chair is required to submit a breakdown of the budget (i.e. how much for food, how much for decorations, how much for prizes, etc) on the "Event Scheduling Form" (Attachment C). Your estimated budget does not need to be approved; it is simply a guide and can be adjusted without any approval.

The Event Chair will only be reimbursed by the Association for items with valid receipts and never for more than the approved budget.

Make a special note that any event that is scheduled to run outside the normal Clubhouse or pool hours may be charged an additional fee and this fee should be included in the budget.

Subsection 5. Get an Advance:

If you need money ahead of the event for items such as an advance to the band, or for decorations or for ANY reason, simply show your budget, complete an "Event Expense Advance and Reimbursement Report Form" (Attachment D) and get your funds. Advances can be obtained for up to the total approved budget amount for the event. At the end of the event the Event Chair will be expected to submit a written report clearing any advance with either cash and/or receipts (see Attachment D: "Event Expense Advance and Reimbursement Report Form").

Subsection 6. Close out the Event:

Within 72 hours after the event concludes, the Event Chair must complete the "Event Expense Advance and Reimbursement Report Form" (Attachment D),

¹⁰ As an example: if your price is \$20.00 per ticket and you agree that you can attract 100 residents your budget for the event is \$2,000 times 90% or \$1,800. Your budget is fixed unless a change is agreed to in writing.

¹¹ As an example: If an event has both a band, and catered food. The Event Chair will need money for the caterer for each additional person (over the estimated number) but does not need additional money for the band.

complete with receipts and any cash due. The Event Chair will only be reimbursed by the Association for items with valid receipts and never for more than the approved budget.

Section 5. Who does what after the Event is Approved:

Activity	Club-house Staff	Activities Co-Chair	Event Chair
Request the Time and Date be added to the Calendar		Approve	Yes
Book the Date and Time on the Calendar	Yes	Yes	
Make arrangement for any entertainers and food caterers for the event.			Yes
Include the Event on all Updates, and Calendars (accuracy is the responsibility of the Event Chair, not the Clubhouse Staff).	Yes		
Include the Event in the STAR if desired			Yes
Check the listings in all publications			Yes
Design and produce any Flyer or Poster		Approve	Yes
Request Tickets			Yes
Determine if Tickets are Reserve Seating or if they are Open Seating ^{Note1}		Approve	Yes
Determine seating arrangement and maximum attendees		Approve	Yes
Design and Print the Tickets (accuracy is the responsibility of the Event Chair, accuracy is not the responsibility of the Clubhouse Staff)	Yes		
Check the Tickets for accuracy			Yes
Sell the Tickets and Collect the Money; Keep all records of sales. All volunteer workers of the event including the Event Chair are expected to buy tickets for the event.	Yes		
Select a Seating Arrangement from one of the approved Seating Plans. The Clubhouse offers many standard layout (for a sample of just one see Attachment F – Event Ballroom Standard Layout Example)			Yes
Request Facilities Setup from one of the approved floor plans (chairs, tables, etc)			Yes
Decide if paper plates or china will be used as well as plastic or real utensils and make the clubhouse staff aware.			Yes
Follow all Ticket Sales/Event Financial Procedures	Yes		

Activity	Club-house Staff	Activities Co-Chair	Event Chair
Collect Tickets at the event			Yes
Setup the Facilities from one of the approved floor plans (accuracy is the responsibility of the Event Chair, not the Clubhouse Staff)	Yes		
Check the Setup of Facilities			Yes
Decorate the Facilities			Yes
Get supplies, food, machinery, etc			Yes
Put out salt and pepper shakers, utensils and napkins, make tea or coffee (if necessary)			Yes
Serve Meal or Snacks.			Yes
Manage any Issues and Problems before, during and after actual Event			Yes
Clean-up, Vacuum, Return Decorations to bins and replace on the shelf, leave the Kitchen clean and straight. Wash dishes, utensils and table cloths ^{Note2} if used. Return all tables and chairs to their proper place. This MUST be done the night of the event unless approved by the Approving Person ahead of time in writing. Other Events may be planned early the next day, so it is critical that the room be returned to the normal usable configuration and cleaned. ^{Note3}			Yes
Submit your final report using the “Expense Advance Request and Reimbursement Report Form” (Attachment D)			Yes
<p>Note 1-See Reserved Seating At Events Section below</p> <p>Note 2-The Clubhouse staff cannot take the responsibility to wash and fold the table cloths because the kitchen doesn't have the proper facilities to do the work properly. The current washer can only hold 1 or 2 table cloths (one is best), and the machine does not wring them well. Drying time is inefficient and can take up to 3 hours per load. If we use 16 tables (16 table cloths), the cycle time can be over 24 business hours or 3 (eight hour) days. This is impractical. Until something changes, the Event Chair will need to take the responsibility to ask their committee to wash and fold the table cloths.</p> <p>Note 3-The Event Chair can hire an outside company to do cleaning as long as it is within budget.</p>			

Section 6. Event Responsibilities:

Subsection 1. Financials:

The Clubhouse staff is responsible for handling the money and tickets for any event. The staff will create, print and sell tickets, collect money, deposit money and provide financial reports.

Subsection 2. Furniture Setup:

The Clubhouse staff will create a seating plan for all events. If reserved seating is required the staff must manage the seating and assignment. The staff will also set up the table and chairs based on the seating plan.

All furniture Setup MUST be completed by the staff prior to the setup start time specified on the Event Scheduling Form.

Subsection 3. Stock Supplies:

The Clubhouse staff will make sure that clubhouse stocked items needed for the normal operations of the clubhouse as well as all the normal supplies needed for all events and this particular event.

The supplies include but are not limited to items such as utensils (plastic and real), plates (paper and china), salt, pepper, coffee, tea, and napkins. In addition, the soda machine should be checked for syrup and filled with ice.

The bathrooms should be checked, trash emptied and the tissues etc supplied.

Subsection 4. After Event Cleanup:

The Event Chair is responsible for cleaning up after an event by having all utensils and plates washed and all other items used picked up and returned to their proper storage location. All trash should be collected and placed in the bins outside of the clubhouse.

The Event Chair is responsible for all tablecloths not the Clubhouse Staff. Tablecloths should be removed from the tables, cleaned, folded and returned to the storage bins within 72 hours of the event's conclusion.

Subsection 5. Clubhouse Staff Special Help:

Since some events have special needs, any duty needed or desired of the clubhouse staff aside from the above normal responsibilities, should be requested in writing to the Board Liaison Activities Committee (BLAC). The BLAC will respond in writing which additional responsibilities that the staff can accept or not.

Section 7. Reserved Seating at Events

Reserved seating is available for all events, but the decision to make a specific event reserved or not reserved is the decision of the Event Chair and must be approved by one of the Activities Co-Chairs.

When deciding whether to make an event reserved seating or not you should consider the audience. There are advantages and disadvantage of Reserved Seating.

- 1) Reserved seating allows groups to be assured they can sit together, it means residents don't have to come 1 hour early for a good seat. Open seating allows residents to interact with new people and can make new residents feel more comfortable.
- 2) Experience tells us that reserve seating should be strongly encouraged for events that have a performance on the stage or events that would reasonably attract more than 120 attendees. As an example, events that would normally be reserved seating are:

- a) New Years Eve Party
- b) Spring Fashion Show and Luncheon
- c) Fall Fashion Show and Luncheon
- d) The Theatre Productions

These are examples and are not a guarantee that these events will be reserved seating. The final decision as to whether an event will be reserved seating or open seating is the responsibility of the Event Chair with approval from one of the Activities Co-Chair. If a resident feels adamant about the seating at an event, they are encouraged to become the Event Chair and help set the standard for that event.

Part D. Clubhouse Rentals

- 1) Rentals are ONLY offered to Heritage Grand Residents. No Resident may rent the facility for anyone under 19 years of age.
- 2) Any Resident wishing to rental part of the facility must fill out the appropriate paperwork, make all necessary arrangements with the Clubhouse Management & Community Activities Chairman, and agree to be the responsible party.
- 3) A Resident has to agree to be in charge of the event and agree to be present at all times during the event including setup and teardown.
- 4) All the proper paperwork must be completed and submitted to the Clubhouse Staff.
 - a) Attachment G: Rental, Clubhouse Rental Rates
 - b) Attachment H: Rental, Rental Wavier
 - c) Attachment I: Rental, Rental Rules
 - d) Attachment J: Rental, Rental Request Form
- 5) The Event date MUST be approved, in writing, by the Board Liaison for Community Activities. Do not assume the date is available until you have written confirmation from the Liaison.
- 6) Rentals require that a fee be paid to Heritage Grand Homeowner's Association. Residents wishing to reserve Clubhouse facilities must see the Clubhouse Staff and Community Activities Chairman for procedures and fee information.
- 7) The Resident who completed the forms and made the rental MUST be present for the entire event including setup and cleanup. All events must end no later than midnight .
- 8) Security, a police or sheriff presence, is required for all rental events with 25 guests or if alcohol is being served. Security may also be required regardless of number of quests or the presence of alcohol and is the sole determination of the Staff or Board.
- 9) Even though you have an Event in the pool area, the pool area must remain open for use by all homeowners (not just the attendees of the Event). Partial Facilities Rental do not guarantee you exclusive use of the pool area.

Article 5. Facilities

Part A. Fitness Room:

The Fitness Room is an excellent facility that has been provided for the enjoyment of our residents and guests. A description of how to use each piece of equipment is located on the individual machines.

It is always wise to consult with your physician prior to starting an exercise program.

- 1) **Televisions:** The televisions in the Fitness Room are provided for your viewing pleasure.
 - a) The TV's are attached to the new DTA cable box and the TV, itself, is always tuned to channel 03. As a result, please ONLY use the Comcast remotes provided and do not touch the controls on the TV itself.
 - b) Please do not remove the remote controls from the Fitness Room.
 - c) While you are welcome to adjust the TVs and change channels with the Comcast remotes, please keep the volume to a respectable level.
 - d) Also, be sure to turn the TVs off when you leave.
- 2) **Workout Time:** Please limit your time on the cardiovascular equipment to 30 minutes when other members are waiting.
- 3) **Courtesy:** Anyone using the Fitness Room equipment must use a towel. Always use the towel to wipe down machines after use. For your convenience disinfectant and paper towels are available in the Fitness Room for your use.
- 4) **Dress Code:** The dress code that has been established for the Fitness Room is for your comfort and safety as well as for the protection of the fitness equipment :
 - a) Anyone using the equipment must wear athletic shoes (tennis, jogging, walking, running, aerobic, etc.).
 - b) Anyone using the Fitness Room is required to wear proper attire.
 - c) If your Fitness Room attire is determined by the Clubhouse Staff to be unacceptable, you will not be permitted to use the equipment.
- 5) **Age Limit:** No one under the age of 19 is permitted in the Fitness Room.
- 6) **Food and Drink:** Food and drink (with the exception of water) are not allowed in the Fitness Room. Plastic water bottles are permitted in the Fitness Room but must stay on the designated table. Absolutely not glass containers are permitted in the Fitness Room.

Part B. The Billiards Room & Dart Board:

- 1) No one under 19 years of age is permitted in the Billiards Room.
- 2) No food or drink is permitted in the Billiards Room at any time.
- 3) At the conclusion of your play please return balls to the rack on the table and return cue sticks and chalk to the wall racks. If any equipment is missing or broken, please notify the Clubhouse Staff.
- 4) Please refrain from sitting or leaning on the billiards tables.
- 5) When all tables are occupied and others are waiting, please limit your playing time to one hour.

- 6) Please use caution when using the darts.

Part C. Library:

- 1) The library books are there for your enjoyment. If you wish to take a book home we are happy for you to do so. When finished, please return the book to the drop off box located in the Library so that it may be filed into the proper shelf.
- 2) If you wish to donate books to the library collection, please contact the Clubhouse Staff.
- 3) Please return all magazines and newspapers to their proper racks when you are finished.

Part D. Computer Room:

Section 1. Computer Room Overview

- 1) The Computer Room and computer equipment is provided for the resident's use. The computers themselves have been loaded with popular software and games for your enjoyment.
- 2) Like all of our Heritage Grand facilities, the Computer Room's continued maintenance and condition depend on the responsible behavior of individuals using these resources. Users should be sensitive to the public nature of the computers and the broad access to the information that computers offer.
- 3) The computers must be used in an ethical, legal and responsible manner by all users. No individual homeowner, group of homeowners, their guests or the staff at Grand Club may engage in any inappropriate or illegal use of the hardware, software, or internet. Any violation of this policy may result in loss of computer privileges, legal action, or termination of employment.

Section 2. Computer User Requirements

- 1) Users must not violate agreements, copyrights, or intellectual property rights of the producers of any of the computer software or resources.
- 2) Users may not break into, tamper with or otherwise alter computer software and hardware.
- 3) Users may not copy, steal, or damage software or hardware owned by the Homeowners' Association.
- 4) Users may not intentionally introduce viruses or computer programs into Grand Club computers.
- 5) Users may not modify system configuration or hardware without permission from Grand Club Staff.
- 6) Users may not misrepresent themselves on the Internet while using Grand Club computers.
- 7) Users may not utilize Grand Club computers for financial gain nor operate a personal business from these computers.
- 8) Users may not load, download, or upload any software or files to the computers.
- 9) Users may not use computers to harass another or violate another's rights.

- 10) Users may not access or view pornography nor any offensive/inappropriate material from the Grand Club computers. Any material displayed on the computer screen (internet or otherwise) must be of an appropriate nature. As well, any material displayed on the screen must comply with all State, local and Federal laws.
- 11) Users may not violate authorial integrity, including plagiarism, invasion of privacy, unauthorized access and trade secrets and copyright violations.
- 12) Do not turn the computers or printers off. Computers and printers should be turned on and off by staff only.
- 13) Please sign in and out when using the computer room.
- 14) Please limit your computer time to 30 minutes (from signing in) when fellow homeowners are waiting.
- 15) Store any personal information on a storage disk and backup your data regularly. The computers are regularly cleansed of any user data without notice.
- 16) These computers have been configured for your use. Please do not change the configuration or settings. If there is a problem, contact Clubhouse Management.
- 17) The printer is automatically shared between computers and will automatically switch between print requests. Be patient if it takes awhile, do not keep hitting the print key. Residents are not allowed to print more than 10 pages a day and may not print the STAR or the Heritage Grand Directories.
- 18) No food or drink is permitted in this room.
- 19) If you have any problems or questions, please contact Clubhouse Staff.

Part E. Grand Ballroom:

- 1) Food and drink are permitted in the ballroom.
- 2) This room may be divided into smaller rooms for various uses. Please check with the Clubhouse Staff for a current room schedule.
- 3) Use of this room is by schedule only. If the room is not occupied and you would like to use the room (or a section of the room) please contact Clubhouse Staff.
- 4) The Grand Ballroom may be rented for private functions. Please check with Clubhouse Staff for current rates and availability.
- 5) The sound stage/control center is to be operated by authorized personnel only.
- 6) The jukebox and piano is for your use and enjoyment. If you need assistance with operation, please contact Clubhouse Staff.
- 7) The Grand Ballroom must be put back to the original setting before leaving activity/event.

Part F. The Kitchen and Pantry:

- 1) Kitchen facilities may be used by Clubhouse members and guests. Members are asked to clean up after every activity/event. This includes emptying all trash cans in ballroom and kitchen.

- 2) Overnight storage is not permitted without authorization of Clubhouse Staff. Please clean up after use.
- 3) Washer and dryer are for Clubhouse linens only.
- 4) Refrigerator must be cleaned out by the club/organization that uses it after each event/activity.
- 5) All food items should be labeled with the expiration date etc.

Part G. The Pool, SPA, and Deck:

Section 1. Hours of Operations:

- 1) Please observe the hours of operation (Attachment A: Clubhouse Hours) and always observe posted pool rules.
- 2) During a thunderstorm, the pool will be closed.
- 3) Pool area lights will be turned on during the evening pool hours only.
- 4) The pool will be heated at the discretion of the Board of Directors.

Section 2. General:

- 1) There is no lifeguard on duty. SWIM AT YOUR OWN RISK!
- 2) A red emergency phone is located in the pool area by the water fountain.
- 3) Clubhouse Staff are available only when the Clubhouse is open.
- 4) Please be considerate of scheduled classes and of times when the pool is reserved.
- 5) Please have ID badges visible at all times (if swimming, please keep badges visible on a chair). If you do not have your badge, please check in at the front desk.
- 6) PLEASE SIGN IN ALL GUESTS AND CHILDREN AT THE FRONT DESK PRIOR TO USING THE POOL AREA.
- 7) No glass items are permitted. No food or drink within 4 feet of pool or Spa is permitted. Members and guests are required to clean up their area when finished.
- 8) All persons using facilities will conduct themselves in a courteous manner, with regard to the rights of others.
- 9) All members or guests who misbehave will be asked to leave the pool area.
- 10) No diving, jumping or horseplay is permitted.
- 11) Small flotation devices are permitted when the pool is not crowded. Children must have an adult (like a grandparent) holding onto float devices at all times. No diving equipment is allowed at any time.
- 12) Pets are NOT ALLOWED in the pool or on the deck area.
- 13) Positively no reservation of chairs or lounges is permitted. One chair or lounge per person, please.
- 14) Proper bathing attire only. No cutoffs.
- 15) CHILDREN MUST BE SUPERVISED AT ALL TIMES IN AND AROUND THE POOL AREA.

- 16) No child under 4 years of age is allowed in the pool without wearing two pairs of swim diapers.

Part H. Barbecue and Picnic Area:

- 1) Reservations must be made at the reception desk for the use of the barbecue equipment.
- 2) All members and guests are required to clean up their area after use, including the barbecue pit. If the barbecue pit is not properly cleaned the resident will be assessed the charge for the Staff to clean up (See Attachment B: Clubhouse Charges).
- 3) The Clubhouse Staff has the sole discretion to assess the fine.
- 4) If needed please ask the staff for assistance in operation of the barbecue equipment.

Article 6. Clubs and Groups:

- 1) The minimum number of members that shall constitute a club is ten (10).
- 2) All Heritage Grand clubs shall be open to any community resident who wishes to attend the club meetings or become a member of the club.
- 3) Each club will prepare a "Mission or Purpose" describing the general objectives of the organization. This statement will include a list of chairman and co-chairman.
- 4) All Club Chairmen must advise the Clubhouse Management and the Community Activities Chairman of their plans for the club. The clubhouse needs to know about any regularly scheduled club gathering including the start date & time as well as the length of the meeting. The club's schedule should be submitted in writing. If any of these regularly scheduled meetings are changed or cancelled you must inform the Clubhouse Staff and Community Activities Chairman.
- 5) The objective is to have as many diversified clubs as possible meeting within the Clubhouse. Every effort will be made to avoid duplication.
- 6) All fundraisers must be approved by the HOA Board.
- 7) The items purchased are considered assets of the Clubhouse. Written approval by the Board of Directors must be obtained prior to the purchase of an item or upgrade.

Part A. The Grand Club and the Heritage Grand Trade Name:

No individual homeowner, club, or outside entity shall use the Heritage Grand name without written permission from the Heritage Grand Board of Directors.

Part B. Classes, Private Instructors, and Speakers:

The assessment of fees regarding classes will be approved by the HOA Board of Directors.

ADOPTED AND APPROVED THIS 7th DAY OF NOVEMBER, 2011 BY A MAJORITY OF THE BOARD OF DIRECTORS OF THE HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.

DATE: 11-7-2011 By: Carolyn B. Menn

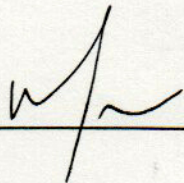
Print Name: Carolyn Menn

Title: President, Heritage Grand Homeowner Board of Directors

DATE: 11/7/11 By: Carol Insinga

Print Name Carol Insinga

Title: Secretary, Heritage Grand Homeowner Board of Directors

DATE: 11/7/11 By:  RK BRIDGFORTH

Print Name: Richard K. Bridgforth

Title: Vice President, Heritage Grand Homeowner Board of Directors

Article 7. Golf Cart Rules:

The use of golf carts at Heritage Grand has been approved by the Heritage Grand Homeowners Association. Homeowners owning and/or operating golf carts within Heritage Grand will adhere to the following rules.

- 1) Only non-combustible engine golf carts are permitted.
- 2) Golf carts will only be driven on streets inside the security gates.
- 3) The operator of a golf cart must have a current vehicle driver's license.
- 4) The operator of a golf cart must obey all motor vehicle traffic rules.
- 5) Golf carts will not be driven or parked on grass areas or sidewalks at any time.
- 6) Golf carts parked at the Clubhouse must be parked in designated parking spaces only.
- 7) Golf carts may be parked in a handicap parking space only if a handicap placard is displayed.
- 8) The operator of a golf cart must carry liability insurance on the golf cart.
- 9) Operation is limited to daylight hours unless the golf cart is equipped with headlights and taillights.
- 10) The golf cart owner will be solely responsible for the operation of his/her golf cart.

Article 8. Parking Lot Rules:

- 1) The Grand Club parking lot is for the express use of persons attending Clubhouse events or using Clubhouse facilities. The Clubhouse parking lot is not intended for use by homeowners to store extra vehicles. The Declaration of Covenants, Conditions and Restrictions designates the garage and driveway of a home for the parking of up to four (4) vehicles.
- 2) Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages.
- 3) An exception to this Clubhouse parking rule is the temporary parking of recreational vehicles 24 hours before and after a trip. Parking under this exception is by permit only and for Heritage Grand residents only. The permit must be authorized and issued by the Clubhouse Staff and visibly displayed on the dash of the vehicle. Homeowners must apply for and receive approval for this permit no later than 24 hours before parking is needed. Permits may be declined if the request conflicts with planned Clubhouse activities.
- 4) Non-permitted parking is subject to towing at the owner's expense.
- 5) Handicap parking spaces are reserved for those residents that have a handicap placard which must be visible at all times, or a handicap license plate.

Attachment A: Clubhouse Hours

Part A. Clubhouse Interior Hours

Interior of the Clubhouse			
	Open	Closed	Notes
Sunday	12:00 pm	6:00 pm	When Special Events are Scheduled The Hours May Be Extended
Monday	9:00 am	6:00 pm	
Tuesday	9:00 am	7:00 pm	
Wednesday	9:00 am	7:00 pm	
Thursday	9:00 am	10:00 pm	
Friday	9:00 am	10:00 pm	
Saturday	9:00 am	6:00 pm	

Part B. Swimming Pool and Amenities Hours

Amenities (Swimming Pool, Spa, Putting Green, Sports Courts, Fitness Center)			
	Open	Closed	Notes
Monday-Sunday	Sunrise	Midnight	Pool lights are on a timer and cut off after midnight.

Part C. Children's Hours

Children MUST be registered at the front desk prior to using any of the Clubhouse Amenities (including the pool) and MUST be accompanied by a Resident Adult at all times.

Children's Hours			
	Open	Closed	Notes
Monday - Sunday	10:00 am	3:00 pm	

Attachment B: Clubhouse Charges

Part A. Access Materials

Description	Replacement Cost	Notes
ID Badge - Resident or Single Resident	Free	One per Resident not to exceed four.
ID Badge - Guest	\$60.00	Valid for 60 days in a the calendar year it is purchased.
Grand Club Access Card	\$25.00	Two were issued with the home at no cost and should be passed from owner to owner. Two additional may be purchased for other valid Residents not to exceed four total per home.
Gate Entry Access Card	\$25.00	
Gate Remote	\$25.00	

Part B. Services Such as Copying, Faxing and Notary

Description	Action
Black & White Copies	\$.10 per page for standard paper copies; \$.50 per page for oversized paper.
Send Local Faxes	\$1.00 for the first page \$.50 for each additional page
Send Long Distance Faxes	\$2.00 for the first page \$.50 for each additional page
Receiving Faxes	\$.50 for the first page \$.10 for each additional page
Notary Service	\$5.00 (when available)

Section 1. Production and Copying of Records¹²

As part of the 2011 Property Owners Association new legislation, the Association adopted the following SCHEDULE OF CHARGES for the production and copying of records:

¹² This section on Production and Copying of Records was written in October of 2011 by the Association Attorney to conform with the 2011 POA Legislation. If any other section of this document conflicts with the rules and regulations in this Production and Copying of Records section, this section will prevail.

- Copies: \$.10 per page for standard paper copies; \$.50 per page for oversize paper
- Electronic Media: \$1.00 for each CD; \$3.00 for each DVD
- Labor: \$15.00 per hour for actual time to locate, compile and reproduce records (no charge for requests for 50 or fewer pages)
- Overhead: 20% of the total Labor charge (no charge for requests for 50 or fewer pages)
- Miscellaneous: The Association may charge for actual costs incurred in responding to the request, including costs for labels, boxes, folders, postage and/or shipping.

Part C. Barbecue Pit Cleanup

Description	Charge
Charge for not cleaning barbecue pit	\$50.00

Attachment C: Event Scheduling Form

Name of Event:			
Event Chair:			
TIME AND DATE			
Date of Event:		Start Time of Event:	
Length of Event:		End Time of Event:	
Date of SetUp:		Start Time of SetUp:	
Length of SetUp:		End Time of SetUp:	
TICKETS			
Ticket Price:		Estimated Attendees:	
Cut Off Date, Tickets:		Number of Tickets:	
Reserved Seating?	Yes or No	Maximum Attendees:	
Floor Plan?		Catered Event?	Yes or No
Outside Clean-up?	Yes or No	Caterer Name:	
ADVERTISING			
8.5 x 11 Flyer?	Yes or No	Lobby Poster?	Yes or No
In Weekly Updates?	Yes or No	On Monthly Calendar?	Yes or No
<p>BUDGET (Estimated Attendees x Ticket Price x 90%)</p> <p>The budget is fixed. However, where the money will be spent is only an estimate. Total spending on this event cannot exceed the Total Budget, but the breakdown of the budget is flexible. Any attendees over the estimate number will automatically add "Additional Budget" dollars based on the amount specified below.</p>			
Total Budget:		"Additional Budget" per extra attendee	
Decorations:		Food:	
Entertainment:		Drink:	
Prizes:		Other:	

Attachment D: Event Expense Advance and Reimbursement Request Form

Circle One:	Advance or Reimbursement		
Name of Event:			
Person Submitting:		Event Chair:	
Date of Event:		Event Number:	
EXPENSES			
ITEM DESCRIPTION (Attach Receipts)			AMOUNT
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
TOTAL EXPENSES			
ADVANCE			
Expenses exceeds Advance		REIMBURSEMENT	
Make check payable to Heritage Grand HOA			
Advance exceeds Expenses		AMOUNT RETURNED	

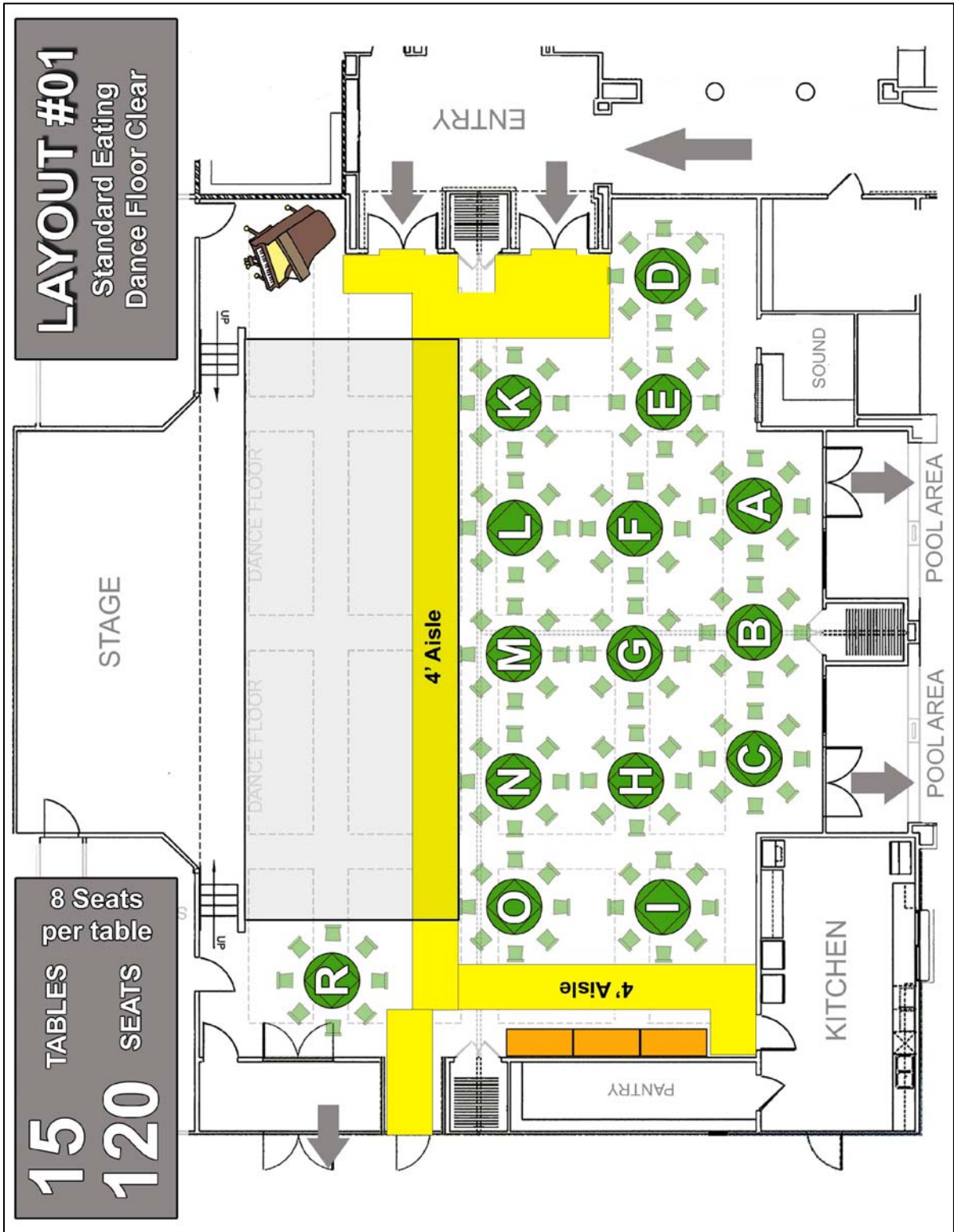
Approved by:			
REIMBURSEMENT INFORMATION			
Check #:		Date:	Amount:

Attachment E: Event Cash Collection Report Form

Use to Report Cash Collected at an Event (Attach all Receipts)			
Name of Event:			
Person Submitting:		Event Chair:	
Date of Event:		Event Number:	
CASH COLLECTED			
ITEM DESCRIPTION (Reason for Cash Collection)			AMOUNT
1)			
2)			
EXPENSES PAID IN CASH			
ITEM DESCRIPTION and to WHOM (Attach Receipts if Applicable)			AMOUNT
1)			
2)			
3)			
4)			
5)			
6)			
7)			
TOTAL CASH COLLECTED			
TOTAL EXPENSES PAID IN CASH			
(Cash Collected minus Expenses Paid)		PROFIT FOR	
DEPOSIT			

DEPOSIT INFORMATION			
Money Received By:		Date Received:	
Money Deposited By:		Date Deposited:	

Attachment F: Event Ballroom Standard Layout Example



Attachment G: Rental, Clubhouse Rental Rates

ONLY HERITAGE GRAND RESIDENTS MAY RENT THE CLUBHOUSE AND THE CLUBHOUSE MAY NOT BE RENTED FOR ANYONE UNDER THE AGE OF 21.

ROOM	LENGTH	REFUNDABLE DEPOSIT	COST
Ballroom	1-4 hours	\$300.00	\$300.00

What's included in the Rental:

- Table, Chairs, Restrooms and the use of the Kitchen.

What's not included in the Rental:

- The Sound Equipment, Projector, Jukebox or Dishwasher in the Kitchen.

GENERAL INFORMATION:

1. A room request form must be submitted to rent a room, and you must show documentation (Driver's license, electric bill, etc.) of residency in order to receive the above rates.
2. Club Management reserves the right to accept or deny any room request, and an approval or denial rental request will be given within 10 days of receiving the request and deposit check.
3. Deposit checks are due at the time of booking the rental, and will be deposited in the bank at the time of the contract signing.
4. Rental fees are due 10 days prior to event and will be deposited at that time. After inspection by club management, a check for the amount of the deposit (less any damages), will be issued to the renter within 10 days following the event.
5. At a minimum, security (an off duty police officers) will be required for all events serving alcohol and parties over 25 guests.
6. Renters are responsible for Security, (off duty police officers) which are to be paid in cash at the time of the event. Security may be needed with the cost in cash depending on alcohol and number of attendees.
7. Room clean up, (removal of all large trash and decorations, carry all trash out to the dumpster, making sure you close the dumpster doors, sweeping kitchen floor, mopping if needed, and wiping down kitchen surfaces and table tops).
8. A one hour set up time and a one hour cleanup time are allocated for each rental. There will be a fee of \$100 per hour for additional time.
9. Any rental later than 10:00pm, you will have to pay for a receptionist at \$15 an hour. The Club House rental cannot go past 12:00am.
10. There is a 45 day cancellation policy. You have 45 days prior to the event date, to cancel and have your deposit returned.
11. Bands, Caterers, or any delivery companies must use back driveway. They are not allowed to drive in grass or in flower beds. Renter will be held responsible for any damage.

Attachment H: Rental, Rental Waiver

I, _____ agree to take full responsibility for all actions of my guests in the Heritage Grand Club and all of the areas that guests may be during my rental held on

_____.

Renting Party Guidelines:

1. All fees are due 10 days prior to the event.
2. Renters are allowed to only use the tables and chairs. Nothing else is included in the rental.
3. No NAILS or HOLES in the walls or stage.
4. No glitter or any kind of confetti.
5. There is no smoking in the clubhouse or pool area, or front entrance.
6. All guests attending the private function only have use of the room rented and the restrooms.
7. There are to be NO DRINKS outside the Ballroom
8. Off duty police officers will be required for all events. They will be arranged for by the club staff and charged to the renting party, they are to be paid the day of the event in cash. The number of police officers needed for each will depend on the number of people expected and whether alcohol is served.
9. You are responsible for removing all decoration, trash and anything that can be picked up by a vacuum. All trash must be removed from the facility and placed in the dumpster behind the clubhouse, be sure to close and latch the gates. Please DO NOT put trash in the recycle dumpster.

Failure to follow these rules will result in forfeiture of all or part of your room rental deposit.

The renter or contract person, _____ must do a walkthrough of the facility with a staff member both before the event and after the event to check that the cleaning guidelines have been met.

I have received a copy of the Heritage Grand Clubhouse Rental Form and Contract. I understand and agree to all of the above rules for the function that I am hosting at Heritage Grand Club.

X _____
Client Date

Attachment I: Rental, Rules

1. All fees and contracts are due ten (10) days prior to the event.
2. No rental may last beyond midnight. Cleanup, and the final walk through with the staff must be completed by 11:30pm, everyone must be out of the building by midnight. The clubhouse will be locked and the alarm set at that time.
3. No nails, tacks, tape, glitter or any kind of confetti or holes in the walls.
4. There is no smoking in the clubhouse, pool area, front entrance area or within 25 feet of the building and pool.
5. Attendees may only use of the specific room rented kitchen, and the restroom.
6. NO FOOD or DRINK on dance floor, stage, or outside the ballroom. No liquids should be placed in trash cans.
7. Security, an off duty police officers, is required for all events serving alcohol or with 25 or more guests. The off duty police officer must be managed by the club staff, not the renter, and is charged to the rental party.
8. The renter is responsible for leaving the facility in the same shape it started. It is the responsibility of the renter to schedule enough time for setup and cleanup. The renter must clean, remove all decorations, and take out the trash to the dumpster in the rear of the building during the time they have booked the event.
9. All tables and chairs must be rearranged back to their original position.
10. If the renter is not out of the facility and everything returned to its original, clean condition, additional charges will be levied.
11. No changes will be accepted within ten (10) days of the event. Changes may result in additional fees.

Failure to follow the above rules will result in forfeiture of all or part of your deposit.

A rental deposit of \$300 is due with this signed contract.

A check for the deposit amount will be issued to you by Association Management Incorporated and will be returned to you within 10 days of the event after inspection of the facilities by Heritage Grand Management. If no damage has incurred, you will receive the total amount of the deposit. If any damage has incurred, the replacement amount will be deducted and a check will be issued for the remaining amount of the deposit.

Total Rental Fee of \$_____ is payable to the Heritage Grand by _____
(Date)

X_____

Client signature

Date

Attachment J: Rental Request Form

FOR OFFICE ONLY:

Rented by Resident Name _____

BOARD MEMBER APPROVAL _____

OFFICE APPROVAL _____

Comments: _____

Deposit amount: _____ Check # _____ Date Due _____ Date Received _____

Received by _____ Deposit Returned _____

Rental Fee: _____ Check# _____ Date Received: _____

Number of Security Scheduled: _____ Amount: _____

Names: _____

CLUBHOUSE AND COMMON AREA RULES AND REGULATIONS INDEX

A

Access Materials, 8, 9, 28
 Non-Residents, 11
Alcohol, 7, 19, 34
Attire, 6, 20, 23

B

Badges
 Guests, 9
 Identification, 6, 9
 Non-Resident, 10, 11
 Single Resident, 10
Ballroom, 7, 22
BBQ Pit, 24, 29
Billiards, 7, 20

C

Children, 11, 20, 24, 27
Classes, 24
Clubhouse
 Hours of Operation, 5, 27
Clubhouse Management and Staff, 7
Clubs and Groups, 24
Computer Room, 7, 21, 22
Courtesy, 5

D

Declaration, 25
Dress Code, 6, 20, 23

E

Emergency, 23
Events, 11, 12, 19, 30

Resident Sponsored, 13

F

Faxes, 28
Fees and Fines, 6, 10, 19, 28
Fitness Room, 20
Food & Drink, 7, 22, 23
 Alcohol, 7
Fundraisers, 24

G

Gate Remotes, 9
Gates, 9
Golf Carts, 25

H

Handicap Access, 25
Heritage Grand Trademark, 24

J

Jukebox, 22

K

Kitchen, 22

L

Lessees, 9
Liaison, Board
 Activities Committee, 7, 12
Library, 7, 21
Loss of Privileges, 5, 6

M

Management, Clubhouse, 6, 7, 20, 22, 25

P

- Pantry, 22
- Parking Lot, 25
- Personal Items, 8
- Pets, 6, 23
- Phone, Emergency, 23
- Piano, 22
- Picnic Area, 24
- POA 2011 New Legislation
 - Production and Copying of Records, 28
- Pool, 6, 7, 19, 23, 24, 27
 - Flotation Devices, 23
- Posters, 7

R

- Refrigerator, 23
- Rentals, 11, 12, 19, 34
- Residents

- Single, 10
- RV's, 25

S

- Seating, 18, 33
 - Reserve, 18
- Signs, 7
- Smoking, 6
- Sound Equipment, 22
- Spa, 6, 23, 27
- Supplies, 18

T

- Tickets, 12
- Tobacco Products, 6

V

- Visitors and Guests, 6, 11

ADDITIONAL DEDICATORY INSTRUMENT
for
HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared CAROL INSINGA, who, being by me first duly sworn, states on oath the following:

My name is CAROL INSINGA, I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Secretary of HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

CLUBHOUSE AND COMMON AREA
RULES AND REGULATIONS

OF

HERITAGE GRAND HOMEOWNERS
ASSOCIATION, INC.

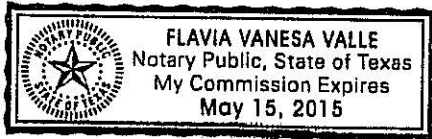
DATED this 8th day of November, 2011.

HERITAGE GRAND HOMEOWNERS
ASSOCIATION, INC.

BY: Carol Insinga
CAROL INSINGA, Secretary
(Printed Name)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS INSTRUMENT was **acknowledged** before me on this the 8th day of NOVEMBER, 2011 by the said CAROL INSINGA, Secretary of HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Flavia Vanesa Valle

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

After Recording Return To:
Daughtry & Jordan, P.C.
17044 El Camino Real
Houston, Texas 77058

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2011 Nov 14 04:44 PM

2011114387

LW1 \$171.00

Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS