



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:

GENERAL GUIDELINES REGARDING ITEMS COVERED BY ASSOCIATION ASSESSMENTS

OF

HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.

DATED this 15th day of NOVEMBER, 2011.

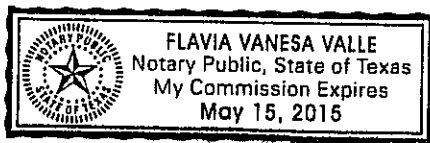
HERITAGE GRAND HOMEOWNERS ASSOCIATION, INC.

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 15th 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

Ret After Recording Return To:
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**GENERAL GUIDELINES REGARDING ITEMS
COVERED BY ASSOCIATION ASSESSMENTS**

FOR

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

(EFFECTIVE DECEMBER 1, 2011)

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Article 1. DEFINITIONS

Terms used in this document have the following meanings:

ARC Guidelines	<u>Architectural Review Committee (ARC) Rules and Regulations</u> governing improvements and additions to homeowner's property as supplemented and amended from time to time.
Association	Heritage Grand Homeowners' Association (Association, HGHA and HOA all refer to the same Heritage Grand Homeowners' Association).
Board	The Board of Directors of the Heritage Grand Homeowners' Association.
By-Laws	The By-Laws of Heritage Grand Homeowner's Association, Inc. as supplemented and amended from time to time.
CC&R's	The Declaration of Covenants, Conditions and Restrictions for Heritage Grand residential property filed on October 10, 2002, of the Official Public Records of Fort Bend County, Texas, as supplemented and amended from time to time.
Heritage Grand	All sections of Heritage Grand under the jurisdiction of the Association.
HGHA	Heritage Grand Homeowners' Association (Association, HGHA and HOA all refer to the same Heritage Grand Homeowners' Association).
HOA	Heritage Grand Homeowners' Association (Association, HGHA and HOA all refer to the same Heritage Grand Homeowners' Association).
Managing Agent	Professional, property management organization contracted and compensated by the Association to provide assistance to the Board. As an example, on 8/17/2010 the Managing Agent was Association Management, Inc. (AMI).
Townhomes	The duplexes or Americanas. In the CC&R's the Townhomes are referred to as Units as opposed to Lots. ¹
Single-family Homes	These are the free standing homes. In the CC&R's the Single-family Homes are referred to as Lots as opposed to Units. ²

¹ "Article I. Definitions, (k) Lots or (v) Units," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 3-4.

² "Article I. Definitions, (k) Lots or (v) Units," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 3-4.

Article 2. Dues Document Overview

Part A. General

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 below are general rules 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.

Homeowners pay a fee each month to the Homeowner's Association, and the Board has an obligation to make sure that each resident understands what those dues cover. These "homeowner dues" or "assessments" are used *"for the general purpose of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of Residences ..."*³.

Heritage Grand operates like a small town. We must maintain property and facilities such as the streets and the clubhouse. The primary income for our small town is through homeowner dues (or assessments) and, the dues must be sufficient to cover ALL expenses. Simplistically, the income from homeowner dues MUST equal the total of all Heritage Grand expenses.

Homeowner Dues = Heritage Grand Expenses

If expenses go up, income or dues

must go up. The Board has the authority and obligation to modify services and assessment amounts to adequately cover all expenses necessary to operate and maintain the community.

When we bought our homes many people got an explanation verbally or in writing as to what services were covered in the annual dues. That information may or may not have been correct. This write-up is intended to help clarify what is covered today and what is not covered, which may be amended from time to time as discussed below.

The Board has an obligation to maintain and keep in good repair, the Common Property (the Clubhouse, the fountains, private streets, etc). For an overview diagram of the common property see, Appendix A, Part C. In addition, the Board has the right but not the obligation, to maintain certain items at your home when the Board has determined that such maintenance would benefit all owners⁴. As an example: the Board could decide to maintain certain items at your home that would normally be the responsibility of the homeowner. The Board might do this in order to ensure that the community looks nice at all times. The driving factor for the Board is NOT to maintain resident's houses; it is to make sure the houses throughout the community always look nice even if a house becomes temporarily vacated, or abandoned. This will help ensure that all homes at Heritage Grand look great even if a homeowner becomes incapable or unwilling to maintain the beautiful standards of our neighborhood. The Board may decide to maintain certain items because it is in the best interest of the community.

³ "Article IV. Assessments, Section 1. Purpose of Assessments," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 8.

⁴ "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14.

To this end, the Association is primarily interested in maintaining areas of homes that are visible from the common areas or visible from the street. The Townhomes are a bit different. Since they share a roof and walls, the Covenants specifically require the Association to cover additional items that are not always visible from the common areas. This document represents what is covered with your dues.

As stated above, per Article V, Section 1, Paragraph 5 of the Declaration, there are certain items the Association "*shall have the authority but not the obligation to perform*" such as maintenance of original fences, repainting the residence exteriors, etc. While the Board intends to continue the Association's maintenance of the items, the Board may, at any future date, decide that maintaining one or more of those items is no longer an Association responsibility⁵. In addition, the Board may, at any future date, decide that a time frame for maintaining an item should change⁶.

Part B. Breakdown of Dues:

A simple way to calculate the rough dues for each household might be to take the total operating and reserves budget and divide that number by the number of homes. Such a calculation would give a rough estimate but it would not be accurate because there are certain items that only the Single-family homes pay for and certain items that only the Townhomes pay for.

Everything in this document follows the structure and form of a typical monthly Operating Report (see Appendix C). There are five main "buckets" in the Operating Budget:

- 1) Community External
- 2) Community Internal Expenditures; and Community Operations
- 3) Maintenance & Utilities
- 4) Transfers to Reserves
 - a) Community Reserve Shares
 - b) Single Family Reserve Shares
 - c) Americana Reserve Shares.
- 5) Americana Insurance

Today Heritage Grand is sold-out and has 650 resident dwellings. 98 are Townhomes and 552 are Single-family homes.

For dues purposes, the Americanas and single family homes are treated slightly different. The descriptions below start with the operating expenses that are applied equally to both the single-family homes and Americanas together broken down like the budget is broken down.

⁵ "*The Association intends to initially perform the items*" "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 15.

⁶ "*The Association shall have the authority but not the obligation ... as needed in the Association's judgment ...*" "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14 - 15.

Article 3. Association Maintenance Responsibility vs. Homeowner Responsibility:

Part A. Single-family Homes⁷

Section 1. The Association WILL Maintain⁸:

- 1) Common Area Fences and Perimeter Fences
- 2) Refinish or Paint Front Door
- 3) Painting exterior surfaces (all paintable surfaces, front, back as well as the garage door)
- 4) Front yard and front flower beds (the Association trims, sprays, and fertilizes shrubs and trees but does not replace any shrubs or trees)
- 5) Sprinkler system repairs and maintenance
- 6) Curbs (unless a resident has cut into the curb (as an example for a French drain))

Section 2. The Association is NOT responsible for:

This is not intended to be an all inclusive list of what is not covered but will serve as an example.

- 1) Roofs (Single Family are not covered, Townhomes are covered)
- 2) Party Fences
- 3) Gutters and downspouts (repair, replace or clean out)
- 4) Curbs that have been cut by the resident (as an example for a French drain)
- 5) Driveways, and Sidewalks that are on resident's property
- 6) Garage Doors (except to paint as an exterior surface)
- 7) Chimneys (Single Family are not covered, Townhomes are covered)
- 8) Foundations
- 9) Patios
- 10) Decks
- 11) Windows or glass and their hardware
- 12) Doors (except to re-stain/paint the front door)
- 13) Door hardware
- 14) Exterior lighting and their hardware
- 15) Siding and/or brick repair or replacement

⁷ This is a summary and not meant to be an all inclusive list of either what is covered or not covered.

⁸ *"The Association shall have the right but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners."* Article V. Maintenance, Section 1. Association Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14.

Part B. Townhomes⁹

Section 1. The Association WILL Maintain¹⁰:

- 1) Common Area Fences and Perimeter Fences
- 2) Refinish or Paint Front Door
- 3) Painting exterior surfaces (all paintable surfaces, front, back as well as the garage door)
- 4) Front yard and front flower beds (the Association trims, sprays, and fertilizes shrubs and trees but does not replace any shrubs or trees)
- 5) Sprinkler system repairs and maintenance
- 6) Curbs (unless a resident has cut into the curb (as an example for a French drain))
- 7) Roofs; the roof shingles and decking only
- 8) Gutters and down spouts (front and back); paint, repair and replace as needed (but not cleaning out).
- 9) Chimneys
- 10) Hardiplank repair and replace as needed.

Section 2. The Association is NOT responsible for:

This is not intended to be an all inclusive list of what is not covered but will serve as an example.

- 1) Party Fences
- 2) Gutters clean out.
- 3) Curbs that have been cut by the resident (as an example for a French drain)
- 4) Driveways, and Sidewalks that are on resident's property
- 5) Garage Doors (except to paint as an exterior surface)
- 6) Foundations
- 7) Patios
- 8) Decks
- 9) Windows or glass and their hardware
- 10) Doors (except to re-stain/paint the front door)
- 11) Door hardware
- 12) Exterior lighting and their hardware

⁹ This is a summary and not meant to be an all inclusive list of either what is covered or not covered.

¹⁰ "The Association shall also provide exterior maintenance upon Unit improvements <i.e. townhomes> (however not on Lot improvements <i.e. single-family homes>) as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and, with the exception of foundations, patios, decks, exterior or lighting controlled from within the Unit <i.e. townhomes>, entry doors, garage doors, glass and door and window appurtenant hardware, the Association shall also maintain all exterior building surfaces. This additional maintenance for Units is part of the reason for the Unit's added monthly assessments." "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 15.

Article 4. Detailed Explanation of Each Dues Item

Part A. External Expenditures

Section 1. Cinco Ranch Landscape:

Cinco Ranch, when it was established, wanted to create certain landscape and monument easements to preserve the beauty of the planned community. Cinco Ranch Venture provided a master plan for street lights, private security, beautiful landscaping and they planned to maintain these "landscape reserves" year after year¹¹.

By Law, Cinco Landscape Reserve fees are mandatory & non-negotiable and we have no option except to pay the assessment.

As a result, each community built in Cinco Ranch, like Heritage Grand, are, by law, subject to the Cinco Landscape restriction and are required to pay fees each year¹² to the Cinco Landscape Reserves.

This is a fixed cost contract that Heritage Grand MUST pay because it is required in our CC&R's. These fees are mandatory, non-negotiable and can increase each year. Typically it goes up 5% each year.

Section 2. Cinco Ranch Shared Recreation:

This is an agreement with Cinco Ranch to allow Heritage Grand residents to use the same amenities offered to Cinco Ranch residents. Heritage Grand has the option to use these amenities for a fee or to not pay the fee and not use the amenities. The Cinco amenities includes the use of six pools, the Cinco Beach Club, the boat docks, fishing lakes, sand volleyball courts, tennis courts, soccer nets, baseball backstops, covered pavilions, BBQ grills, hiking/biking trails, as well as potential discounts for golf.

Section 3. Cable (Digital Basic):

Cable TV is covered in your dues because the Association is able to leverage the buying power of 650 homes; the Association can gain a substantial discount for the common good of the residents.

While our contract is with Comcast for TV service only, residents are free to get additional services from Comcast. Residents will receive a bill at their home address for all the services they have requested minus 1) the money the Association pays directly to Comcast and 2) minus any discounts offered by Comcast.

This is a fixed cost contract that was accepted by a vote of the community in 2009. When this contract expires, it is expected that the community will once again vote on whether the Association should continue to pay for TV cable services.

Section 4. Home Security Monitoring:

Home security monitoring is covered in the dues because the Association is able to leverage the buying power of 650 homes; the Association can gain a substantial

¹¹ "Introduction, Witnesseth," Cinco Landscape Reserves Declaration of Covenants, Conditions, and Restrictions, (12/10/1984) pg 1.

¹² "Introduction, Witnesseth," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 1.

discount for the common good of the residents. The HOA pays for monitoring but it is the sole responsibility of the residents to check that they are being properly monitored. The Board recommends that each resident call the monitoring company quarterly to check the connection.

NOTE: The current monitoring company only charges for the homes that have called and connected their system to the monitoring company. As a result, the total budgeted amount is not 650 homes times the "per home" cost but rather the number of homes being monitored times the "per home" cost.

Part B. Internal Expenditures

Section 1. All:

This is all of the community items included under the internal Expenditures: Taxes, Depreciation, Community Insurance, AML fees, Services, Clubhouse Costs, and Entertainment.

Part C. Community Operations, Maintenance & Utilities

Section 1. Landscape Residents:

The homeowner landscape maintenance includes the front yard only (not the side or back). Each homeowner is responsible for their own side and back yard.

The frequency of mowing, edging, lawn applications and trimming is specified in Appendix A – Maintenance Time Frames on page 20.

The Association doesn't guarantee a beautiful lawn or lush flower beds. It is solely the homeowner's responsibility to maintain their yard in accordance with the Heritage Grand Homeowners' Association Improvement and Addition Guidelines.

Five years of experience tell us that the Landscape Maintenance items listed in Appendix A – Maintenance Time Frames on page 20, should, under normal conditions and with proper watering levels keep the homeowner's lawn in a very nice condition. There is, however, no guarantee. Depending on the varying climate conditions each year as well as specific homeowner's lawn or flower bed configurations, additional fertilizer or treatments may be needed at the homeowner's own expense. The Association is not responsible for replacing grass, plants or trees at resident's homes.

Section 2. Sprinkler System:

Routine maintenance of the sprinkler system is covered by the Association. This maintenance includes; sprinkler head adjustments; repair/replacement to the heads; the PVC; the controller; the valves or other parts that need replacement as a result of normal wear and tear. The Board has the sole discretion to determine what "normal wear and tear" is. These items are covered for both the front, back and side yard.

The Association does not cover instructing or training residents on their systems; residents are responsible for setting and monitoring their own control box. The Association does not cover modifications or additions to your original system, nor does the Association cover repairs to your system as a result of negligence or neglect (as an example: if a resident fails to insulate the system from freezing temperatures, the resulting damage will not be covered).

It is solely the homeowner's responsibility to maintain their yard in accordance with the ARC Guidelines. The Association doesn't guarantee a well-watered lawn. The Association gives a "best effort" to maintain your sprinkler system based on problems

that the homeowner reports. The Association will not replace or repair damage to grass, plants or structures resulting from an improperly working sprinkler system. The Association also covers the repairs to the Common Area sprinkler (see Appendix D). Note that in some of the cul-de-sacs' sprinklers located in the Common Areas, the sprinkler gets its power from a battery and in other areas the sprinkler is attached to a home near the control. When the sprinkler control is attached to a home, the power comes from the home, the water still comes from the association supply (not the home) and the timing is controlled by the homeowner.

Section 3. Landscape Common & Other:

This is everything in the Community Operations, Maintenance & Utilities category except the Landscape maintenance on the individual homes and lots. This "other" section includes Community Landscaping, Community Sprinkler Maintenance, Pool Maintenance, Utilities, services like trash & mosquito control, as well as contingency expenses.

Part D. Reserves, Community

Section 1. Fence Maintenance (repair/replace):

Heritage Grand is a gated community that is surrounded and divided by multiple types of fences. The following pages describe the types and functions of these fences as well as the standards to be followed in their implementation. The intent of these Rules and Regulations is to help promote property values through a consistent high quality installation of all the fences within Heritage Grand.

Subsection 1. Fence Material Types:

Heritage Grand has three (3) material types of fences:

- 1) Brick**
- 2) Metal**
- 3) Wood**

Subsection 2. Fence Functional Types:

These fences (all three material types) are separated into three (3) functional types: Common Area Fence, Perimeter Fence and Party Fence.

- 1) Common Area Fences:** Common Area Fences are those fences which are facing streets and/or common areas within Heritage Grand.
- 2) Perimeter Fences¹³:** Perimeter Fences are those fences that mark the outside boundaries of Heritage Grand. They face areas outside Heritage Grand, including the bayou running through Heritage Grand.

¹³ "The Association shall also maintain the perimeter fencing place in the easement reserved and described in Article X, Section 14 hereof." "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14.

"Declarant hereby reserves for itself and for the Association a non-exclusive right-of-way and easement for the purpose of ... repairing, removing and re-constructing a perimeter fence under, across and through a 5' strip of Lots or Units that are adjacent to the outer perimeter streets of the Property, as well as a 5' strip of Lots or Units (if any) along the perimeter of the Property where the perimeter of the Property does not abut a street, on which 5' strips the Association may construct perimeter fencing. ... " "Article X. Easements and Common Property, Section 14. Easement Regarding Association Fences," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 35.

- 3) **Party Fences¹⁴**: Party Fences are those fences located between Heritage Grand homeowners lots within Heritage Grand.

Subsection 3. Ownership & Responsibility - Common Area and Perimeter:

The Covenants specify that Perimeter Fences are to be maintained by the HOA and other property MAY be maintained by the HOA. The Board of Directors (BOD) has agreed that the Common Area Fences and Perimeter Fences will be maintained by the HOA. As such, these fences will be repaired (normal wear) and replaced following a defined schedule set by the Board of Directors. Any modification of the Common Area and Perimeter fences will require Architecture Review Committee (ARC) and/or Board of Director approval.

Subsection 4. Ownership & Responsibility - Party Fences:

Party fences (those between Heritage Grand homeowners) are jointly owned by the sharing homeowners. Party Fence replacement is the responsibility (including financial) of individual homeowners. Generally, Party Fence replacement is by mutual agreement of both homeowners' with the cost shared by each. However, a single homeowner may repair or replace the fence and pay the complete cost but this should ONLY be done after obtaining agreement with your neighbor or with the Board of Director Approval.

Subsection 5. Standards:

The type of fence and its construction will follow standards approved by the Board of Directors and currently written in the Architectural Review Committee (ARC) Rules and Regulations.

Subsection 6. Defining Fence Selections for Replacement

The fences within Heritage Grand will be replaced by sections defined by the Board of Directors (see Appendix A, Part B). The Board will select the fence areas to be replaced based on:

- 1) **Benefit to the overall community:** Priority will be given to those areas that are readily seen upon entrance into the community as well as those areas seen from the main thoroughfares within the community. These areas, when in need of repair, detract from the neighborhood and tend to decrease the value of homes within the community.
- 2) **The needs of a particular section:** Priority will be give to sections having the largest amount of fence requiring replacement and/or repair. Generally, but not always, this can be the oldest fences.
- 3) **Logical section breaks:** Sections will be defined along streets with reasonable/logical start and finish points such that neighbors on the same street will be completed during the same rollout phase.

Note - Fences that need to be rebuilt and are not scheduled for replacement shall be repaired to their existing standard. These expenses shall be treated as repairs not as replacements.

¹⁴ "Party Fences" are fences which a resident shares with their neighbor. One side of the fence faces one resident's property and the other side faces another resident's property. See the diagram. "Each fence built which shall serve and separate any two (2) adjoining Residences ... shall constitute a party fence ..." "Article V. Maintenance, Section 3. Party Fences, (a) General Rules of Law to Apply." Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 17.

Subsection 7. Frequency of Replacement

The frequency of replacing Common Area Fences is specified in Appendix A – Maintenance Time Frames on page 20.

The Association is obligated by the CC&R's to maintain the Perimeter Fences¹⁵, and has a legal easement to do so¹⁶. The Association has decided to also maintain the Common Area Fences and their gates.

The Association will not cover Party Fences. The cost for any repair and maintenance of a Party Fence must be split by the owners who share the fence 50/50¹⁷. Any repair, replacement, sealing or staining of party fences must conform to the standards set forth in the Architectural Review Committee (ARC) Rules and Regulations.

The Association must have free access to repair or replace the fences (see Appendix). Homeowner's are expected to keep shrubs, flowers, beds and objects that might damage the wood or metal fence material away from the fences¹⁸. If workers have to remove obstacles in order to gain access or in order to perform their maintenance, the homeowner is expected to replace or repair any obstacles at their own expense. The Association will give its best effort to repair or replace fences with minimal disruption or disturbance to the residents and/or their property. The Association will only hire well established, professional, insured companies that indemnify and protect the Association from any damage that the workers may inadvertently do while performing their work on the fences.

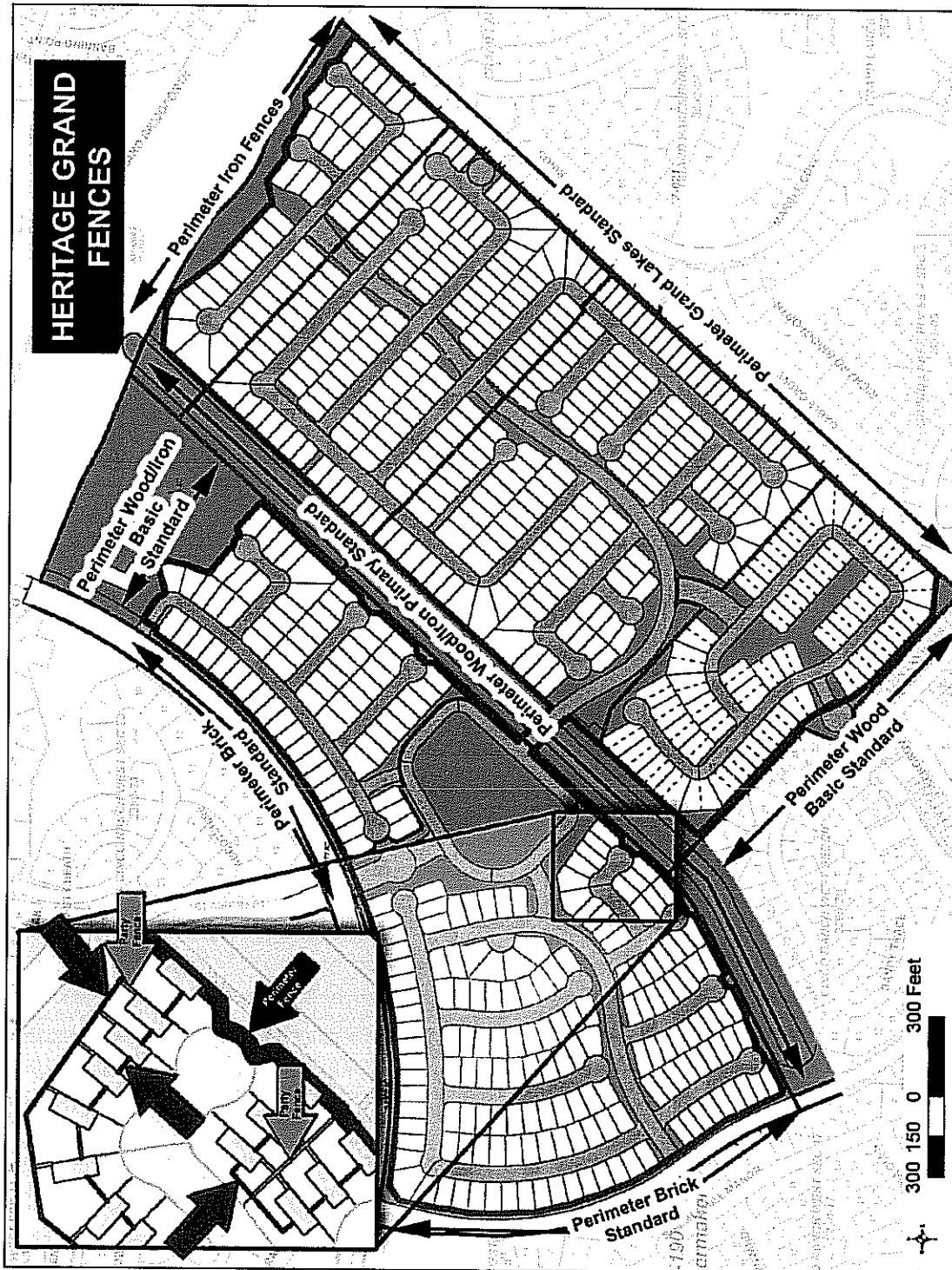
¹⁵ "The Association shall also maintain the perimeter fencing placed in the easement reserved and described in Article X, Section 14 hereof." "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14.

¹⁶ "Declarant hereby reserves for itself and for the Association a non-exclusive right-of-way and easement for the purpose ... repairing, removing and re-constructing a perimeter fence ..." "Article X. Easements and Common Property, Section 14. Easement Regarding Association Fences," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 35.

¹⁷ "Article V. Maintenance, Section 3. Party Fences," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 17.

¹⁸ "C. Development Standards for Architectural & Landscape Improvements; 16. Perimeter Lot Fencing; b) Fence Sealant is permitted." Heritage Grand Homeowners' Improvement and Addition Guidelines, (2/28/2010) pg 21.

Subsection 8. Fence Functional Types Illustration



RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Section 2. Other:

This is all items in the common reserve items except those that apply to your home or lot. For instance "other" includes Clubhouse Reserves like painting the clubhouse, fixing the parking lot, lights around the clubhouse, and the AC system at the clubhouse. "Other" also includes pool expenses and items in the General Community like the gates, community fences, and ponds. It also includes items in the Long Term Community expenses like roads, sidewalks, exterior brick and replacement of the community sprinklers.

Part E. Reserves, Single-family Homes only

Section 1. Single-family Refinish Front Door:

This item is for refinishing or repainting residence front doors. All of the doors in the single-family homes are wooden and need both stripping and refinishing. Most of the front doors in the townhomes are stainable wooden doors as well, but a portion of the doors have a painted surface. The Association reserves enough money to refinish or repaint doors when they need maintaining, but will not refinish doors any sooner than the number of years specified in Appendix A – Maintenance Time Frames on page 20.

Section 2. Single-family Paint Exterior Trim:

The exterior trim and all paintable exterior surfaces of each single family home will be painted when needed but will not be painted any sooner than the number of years specified in Appendix A – Maintenance Time Frames on page 20. Minor caulking will also be done, but major repairs or patching of paintable surfaces are not covered. Painting will include surface prep and two coats of paint.

The Association does not guarantee a well painted house and has no intention of maintaining the painted surfaces on a home. The Association only agrees to paint the exterior paintable surfaces of a home when needed but no sooner than the time specified in Appendix A – Maintenance Time Frames on page 20. It is the sole responsibility of the Board to determine which surfaces will be painted.

In order to reduce costs and maintain the uniformity desired by the original developer, homeowners are not permitted to change the paint colors used for their home from the original color painted by the builder¹⁹. Since the Association has the right to paint the homes²⁰, it also has the right to set guidelines regarding the color.²¹

¹⁹ "C. Development Standards for Architectural & Landscape Improvements; 1. Exterior Painting," Heritage Grand Homeowners' Improvement and Addition Guidelines, (2/28/2010) pg 11.

²⁰ "the Association shall have the authority but not the obligation to perform the following on the Residences and the Lots:...REPAINTING of exterior of Residences ... and repainting of front doors of Residences..." "Article V. Maintenance, Section 1. Association's Maintenance, Paragraph 5" Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14.

²¹ "the property owners' association, acting through its board of directors or trustees, may...regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision." This could include creating reasonable regulations regarding allowable paint colors. "Section 204.010(a)(6)" Texas Property Code.

Further "the property owners' association, acting through its board of directors or trustees, may...if the restrictions vest the architectural control authority in the property owners' association under Section 204.011..[(A) implement written architectural control guidelines for its own use or record the guidelines in the real property records of the applicable county; and (B) modify the guidelines as the needs of the subdivision change." "Section 204.010(a)(18)(A)&(B)" Texas Property Code.

When repainting homes, the Association will only paint homes with one of the Association's standard paint colors. The standard paint colors are listed in the Architectural Review Committee (ARC) Rules and Regulations and/or will be declared at the time the homes are painted.

Single-family homeowners are not permitted to change the paint colors used for their home from the original color painted by the builder²². If a homeowner has changed the paint color of their home, they may be assessed an additional fee to bring the home back to its original color or to an approved color.

The Association will also repaint the numbers on homes as needed but only with the original color used for the numbers. It is the sole discretion of the Board to determine when the numbers on homes need repainting.

It is the homeowner's responsibility to keep clear access to all the paintable services. Any additional charges incurred by the paint service in order to gain access to the paintable services will be charged back to the homeowner. The contractors are expected to exercise care to protect plants and other items when setting up ladders and painting, but the Association is not responsible for any damage (the Association is indemnified against liability). It is the homeowner's responsibility to cover and protect plants and equipment prior to the painters arriving on their property.²³ As well, it is the homeowner's responsibility to control all animals and insure the animals are not outside while the painters are working.

Part F. Reserves, Americanas Only²⁴

Section 1. Americanas Roof Repair / Replacement:

Roofs will be repaired as needed from normal wear and tear. The Association reserves enough money to replace the roofs when they need replacing, but will not replace the roofs any sooner than the number of years specified in Appendix A – Maintenance Time Frames on page 20.

Section 2. Americanas Siding Exterior Paint:

The trim and all paintable surfaces of each Townhome can be painted when needed but will not be painted any sooner than the number of years specified in Appendix A – Maintenance Time Frames on page 20. Painting will include surface prep and two coats of paint.

²² "C. Development Standards for Architectural & Landscape Improvements; 1. Exterior Painting," Heritage Grand Homeowners' Improvement and Addition Guidelines, (2/28/2010) pg 11.

²³ Since the Association has the right to perform the work, the homeowner must provide access. Reasonable notice will be given to residents when obstacles exist and they will be expected to remove the obstacles so that work can be done. If owners do not remove such obstructions within a reasonable time, the Association can implement the Self-help Easement described in Article 6 Access to Homeowner Property and the owner may be charged by the Association for removing the obstruction.

²⁴ "The Association shall also provide exterior maintenance upon Unit improvements <i.e. townhomes> (however not on Lot improvements <i.e. single-family homes>) as follows: paint, repair, replace, and care for roof surfaces and roof systems, (i.e. shingles and decking only) gutters, downspouts, chimneys, and, with the exception of foundations, patios, decks, exterior or lighting controlled from within the Unit, entry doors, garage doors, glass and door and window appurtenant hardware, the Association shall also maintain all exterior building surfaces. This additional maintenance for Units is part of the reason for the Unit's added monthly assessments." "Article V. Maintenance, Section 1. Association's Maintenance," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 15.

The Association does not guarantee a well painted house but does maintain the exterior surfaces of the Townhomes on a best effort basis. It is the sole responsibility of the Board to determine which surfaces will be painted.

In order to reduce costs and maintain the uniformity desired by the original developer, homeowners are not permitted to change the paint colors used for their Townhome from the original color painted by the builder²⁵. Since the Association has the obligation to paint the Townhomes²⁶, it also has the right to set guidelines regarding the color.²⁷ When repainting homes, the Association will only paint Townhome with one of the Association's standard paint colors. The standard paint colors are listed in the Heritage Grand Homeowners' Association Improvement and Addition Guidelines and/or will be declared at the time the homes are painted.

Townhome owners are not permitted to change the paint colors used for their townhome from the original color painted by the builder²⁸. If a homeowner has changed the paint color of their home, they may be assessed an additional fee to bring the home back to its original color or to an approved color.

The Association will also repaint or replace the numbers on each Townhome as needed. It is at the sole discretion of the Board to determine when the numbers on homes need repainting or replacing.

It is the homeowner's responsibility to keep clear access to all the paintable services. Any additional charges incurred by the paint service in order to gain access to the paintable services will be charged back to the Townhome owner. The contractors are expected to exercise care to protect plants and other items when setting up ladders and painting, but the Association is not responsible for any damage (the Association is indemnified against liability). It is the homeowner's responsibility to cover and protect plants and equipment prior to the painters arriving on their property.²⁹ As well, it is the homeowner's responsibility to control all animals and insure they are not outside while the painters are working.

²⁵ "C. Development Standards for Architectural & Landscape Improvements; 1. Exterior Painting," Heritage Grand Homeowners' Improvement and Addition Guidelines, (2/28/2010) pg 11.

²⁶ "The Association shall also provide exterior maintenance upon Unit improvements (however not on Lot improvements) as follows: paint ..." "Article V. Maintenance, Section 1. Association's Maintenance, Paragraph 6" Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 15.

²⁷ "the property owners' association, acting through its board of directors or trustees, may...regulate the use, maintenance, repair, replacement, modification, and appearance of the subdivision." This could include creating reasonable regulations regarding allowable paint colors. "Section 204.010(a)(6)" Texas Property Code.

Further "the property owners' association, acting through its board of directors or trustees, may...if the restrictions vest the architectural control authority in the property owners' association under Section 204.011...{(A) implement written architectural control guidelines for its own use or record the guidelines in the real property records of the applicable county; and (B) modify the guidelines as the needs of the subdivision change." "Section 204.010(a)(18)(A)&(B)" Texas Property Code.

²⁸ "C. Development Standards for Architectural & Landscape Improvements; 1. Exterior Painting," Heritage Grand Homeowners' Improvement and Addition Guidelines, (2/28/2010) pg 11.

²⁹ Since the Association has the right to perform the work, the homeowner must provide access. Reasonable notice will be given to residents when obstacles exist and they will be expected to remove the obstacles so that work can be done. If owners do not remove such obstructions within a reasonable time, the Association can implement the Self-help Easement described in Article 6 Access to Homeowner Property and the owner may be charged by the Association for removing the obstruction.

Section 3. Americanas Siding Repair:

In addition to Item described above and offered for all homes, the Townhomes will also have all of the outside siding surfaces caulked and repaired from normal wear and tear as needed. Damage to siding caused by neglect or negligence will not be covered.

Section 4. Americanas Siding Replace:

Townhome siding should never need replacing under normal wear and tear. If properly painted and patched, Hardiplank can last for over 50 years. If however, replacement is needed, the association will replace the siding as long as the siding was not neglected or damaged by the homeowner.

Section 5. Americanas Gutters:

The Association is also obligated to repair and replace the Americanas' gutters as needed. It is at the sole discretion of the Board to determine when and which gutters will be repaired or replaced.

Section 6. Americanas Refinish or Paint Front Door:

This item is for refinishing or repainting the Americanas' front doors. All of the doors in the single-family homes are wooden and need both stripping and refinishing. Most of the front doors in the townhomes are stainable wooden doors as well, but a portion of the doors have a painted surface. The Association reserves enough money to refinish or repaint doors when they need maintaining, but will not refinish doors any sooner than the number of years specified in Appendix A – Maintenance Time Frames on page 20.

Part G. Americanas Insurance

Section 1. Townhouse Insurance on Structure:

The Association provides insurance on the building, but does not provide insurance on the interior nor on personal property. Refer to the actual insurance coverage document from the carrier for details as to what is covered.

ADOPTED AND APPROVED THIS 14th DAY OF NOVEMBER, 2011 BY
A MAJORITY OF THE BOARD OF DIRECTORS OF THE HERITAGE GRAND
HOMEOWNERS ASSOCIATION, INC.

DATE: 11-14-11 By: Carolyn B. Menn

Print Name: Carolyn Menn

Title: President, Heritage Grand Homeowner Board of Directors

DATE: 11/14/11 By: Carol Insinga

Print Name Carol Insinga

Title: Secretary, Heritage Grand Homeowner Board of Directors

DATE: 11/14/2011 By: RKBRIDGFORTH

Print Name: Richard K. Bridgforth

Title: Vice President, Heritage Grand Homeowner Board of Directors

Appendix A – Maintenance Time Frames

Article 5. Maintenance Time Frames

All items are done when needed, but **no sooner than** the time frame specified in the column "How Often". The year the work is done is based on the year the home was built. As an example, if a Single-family Home was built in 2000 then the home would be re-painted in 2009, 2018, 2027 etc.³⁰.

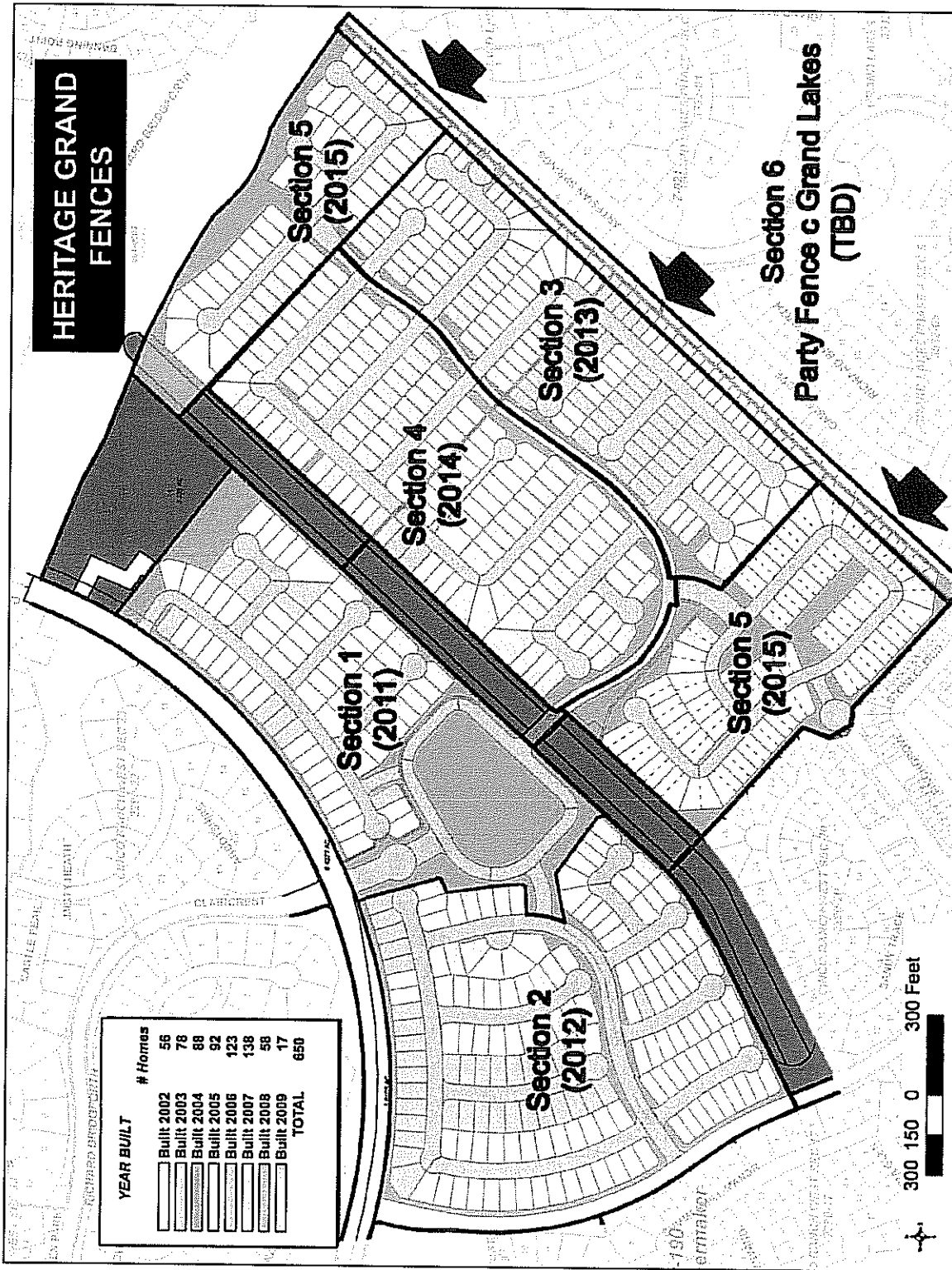
ITEM	How Often	Start Year
Refinish / Repaint Doors	3 Years	Year Built
Wood Fence Replace	10 Years	By Section (See Diagram Below Article 5, Part B)
Iron Fence Replace	20 Years	By Section
Single Family Exterior Painting	9 Years	Year Built
Town Home Roofs	15 Years	Year Built
Town Home Gutters	9 Years	Year Built
Town Home Exterior Paint	9 Years	Year Built

Part A. Lawn Services Frequency

DESCRIPTION	HOW OFTEN
1) mow, edging, remove litter & clippings, and flower bed weeding; COMMON AREA	50 times a year
2) mow, edging, remove litter & clippings, and flower bed weeding; RESIDENTS YARDS	42 times a year
3) lawn applications of insect control, fungicide	2 times a year
4) weed control application for the lawn - Roundup	6 times a year
5) lawn fertilization application	4 times a year
6) shrubs and trees fertilization (except acid plant fertilization)	3 time a year
7) acid plant fertilization	1 time a year
8) shrub trimming and disease treatment	4 times a year
9) mulch application (beds, shrubs, trees)	1 time a year

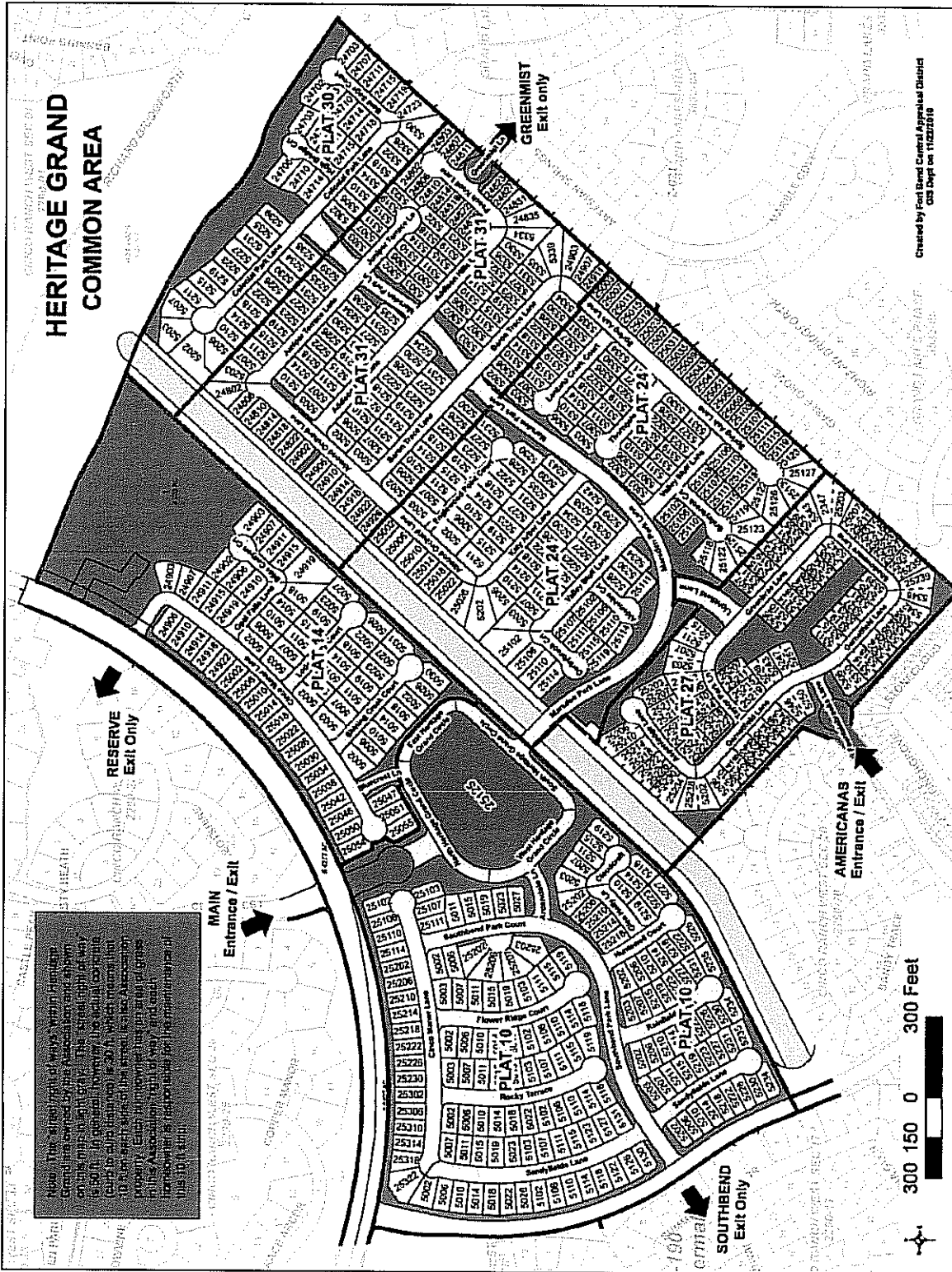
³⁰ Exceptions (as an example being painted earlier than scheduled) will be extremely rare and can only be approved by the Board. If an exception is granted then that home would skip the next scheduled maintenance and pick back up with normal schedule thereafter. As an example, a home was built in 2000 and scheduled to be painted in 2009, 2018 etc. For some reason, the homeowner gets an exception to the normal painting dates and has the Association paint the home in 2007. Then, that home would not be painted in 2009 and in fact, would not be painted again until the next regularly scheduled time of 2018.

Part B. Wood Fence Replace Time Frame Diagram



RECORDERS MEMORANDUM
 This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Part C. Common Property Diagram



RECORDER'S MEMORANDUM
 This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Appendix B – Access to Homeowner Property:

Article 6. Access to Homeowner Property

In order to accomplish many of the maintenance and repairs described in this document the Association and/or our workers will need reasonable access to our resident's property. Since the maintenance and improvements covered in this document benefit both the resident and the community we will need to work together to minimize the disruption and maximize the work at the least cost. The Association will always attempt to communicate with our residents well in advance of any work to ensure plenty of notice is given and that a good description of the work that is to be performed is understood by all parties.

Early on in this project, many residents asked the Board about the Association's legal rights and exposure when entering a resident's property. Since this type of work has always been planned, the CC&R's were written with reasonable access in mind.

Part A. Blanket Exterior Easement:

In order to protect both the resident and the Association, access is granted to the Association thru a "blanket" Exterior Easement to do exterior work on the property thru the CC&R's.³¹

Part B. Blanket Interior Easement:

In addition, the Association has a "blanket" Interior Easement for entry to the interior of homes³² for emergency, safety reasons and other purposes reasonably necessary for the proper maintenance and operation of the community. Unless it is an emergency the Association should always give advance notice to the owner that work is going to be performed and should only enter the property during reasonable hours.³³

³¹ "...[t]here are hereby reserved to the Association easements over the Community as necessary to enable the Association to fulfill the Association's maintenance responsibilities described in this Declaration." "Article V. Maintenance, Section 1. Association's Maintenance, Paragraph 4" Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 14. Note: that the term "Community" as used above is defined as "that certain real property and interests therein covered by this Declaration, located in Heritage Grand Subdivision..." "Article I. Definitions, Section (g). Community," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 2.

³² The homes are described in the CC&R's as Lots (Single Family Home) or Units (Townhome). "'Units' shall mean a(n) ... individual single-family ...residence (both the real property and the improvements located thereon)..." "Article I. Definitions, Section (v). Unit," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 4. "'Lot' shall mean a ... single-family detached resident ...refers to the land, as well as any improvements located thereon." "Article I. Definitions, Section (k). Lot," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 3.

³³ "The Association shall have an easement to enter into any Lot or Unit for emergency, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all...emergency personnel in the performance of their respective duties." The Association is cautioned that "entry shall only be during reasonable hours and after notice to the Owner" except if it is an emergency situation. Further, "[i]t is intended that this right of entry shall include...the right but not the obligation of the Association to enter a Lot or Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board." "Article X. Easements and Common Property, Section 3. Easement for Entry," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 31.

Several residents have asked, "What if an eye sore exists and the homeowner refuses to fix it or to grant the Association access". Although it is highly unlikely, that a resident would not want the improvements outlined in this document (improvements that they have already paid for), the CC&R's also take into account these situations. Besides the Association's legal right to enter the property under the CC&R's Exterior and Interior Easement discussed above, there is also a Fence Easement and a Self-Help Easement.

Part C. Fence Easement:

With the Fence Easement, the Association is granted a 5 foot easement strip along the perimeter of the property which grants a right-of-way for the purpose of constructing, maintaining, operating, repairing, removing and reconstructing perimeter fences.³⁴

Part D. Self-Help Easement:

With the Self-Help Easement, the Association is allowed, with proper notice³⁵, access to the property to fix any deed restriction violations.³⁶ Prior to implementing the Self-Help Easement, the Association will send the owner a "209" letter³⁷ and seek the advice of the Association Legal Council.

³⁴ "The Association has "a non-exclusive right-of-way and easement for the purpose of constructing, maintaining, operating, repairing, removing and re-constructing a perimeter fence under, across and through a 5' strip of lots or Units that are adjacent to the outer perimeter streets of the Property, as well as a 5' strip of Lots or Units (if any) along the perimeter of the Property where the perimeter of the Property does not abut a street, on which 5' strips the Association may construct perimeter fencing....After the construction of the fence, Declaration and/or the Association, from time to time and at any time, shall have the right of ingress and egress over, along, across and adjacent to said 5' easement strips for purposes of maintaining operation, repairing, removing, re-constructing, and/or inspecting the fence. The Owners of the Lots or Units shall have all other rights in and to such 5' easement strip located on each Owner's respected Lot or Unit; provided however, such Owner shall not damage, remove or alter the fence or any part thereof without first obtaining written approval from the Declaration and the Association with respect to such action, such approval to be at the Declaratant's and/or the Association's sole discretion. " "Article X. Easements and Common Property, Section 14. Easement Regarding Association Fences," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 35.

³⁵ "[u]nless an emergency situation exists, the Board...shall give the violating Lot or Unit Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot or Unit Owner and shall be deemed to be and shall be collected as provided for herein for the collection of assessments. " "Article XII. General Provisions, Section 2. Self-Help," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 39.

³⁶ "The Association or its duly authorized agent...shall have the power, but not the obligation, to enter upon a Lot or Unit or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the Rules, other rules and regulations, or the use restrictions. " "Article XII. General Provisions, Section 2. Self-Help," Declaration of Covenants, Conditions, and Restrictions for Heritage Grand, (10/4/2002) pg 39.

³⁷ A "209 letter" is basically the letter the Managing Agent sends by certified mail which has the following language or something similar: "Notice is given under the Texas Property Code, Chapter 209, that you have thirty (30) days from the receipt of this letter to request in writing a hearing before the Board of Directors of the Association. You may direct your request to this office. You will then be notified of the date, time, and place of the hearing. If you do not request a hearing or do not contact this office regarding this matter within thirty (30) days from the receipt of this letter, we will proceed. If these matters cannot be settled, they will be turned over to the Association's attorney and you will be responsible for the legal fees." The reason this language is included in a letter to the homeowner is that it ensures the Association will get its attorney's fees awarded to them in case any matters go to court.

With these repairs and improvements, the Association is attempting to do good works for the owners and community, work the community has paid for in their dues. Since the Association has the legal right to enter the property under easements granted it by the CC&R's, and assuming that proper notice is given, the Association can begin their scheduled work with or without the owner's permission. Of course the Board will always try to work with the residents, but, in the unlikely event that an owner is unhappy then it would be the owner's responsibility to go to court and spend their own money to seek an injunction to stop the Association from gaining access and performing the work.

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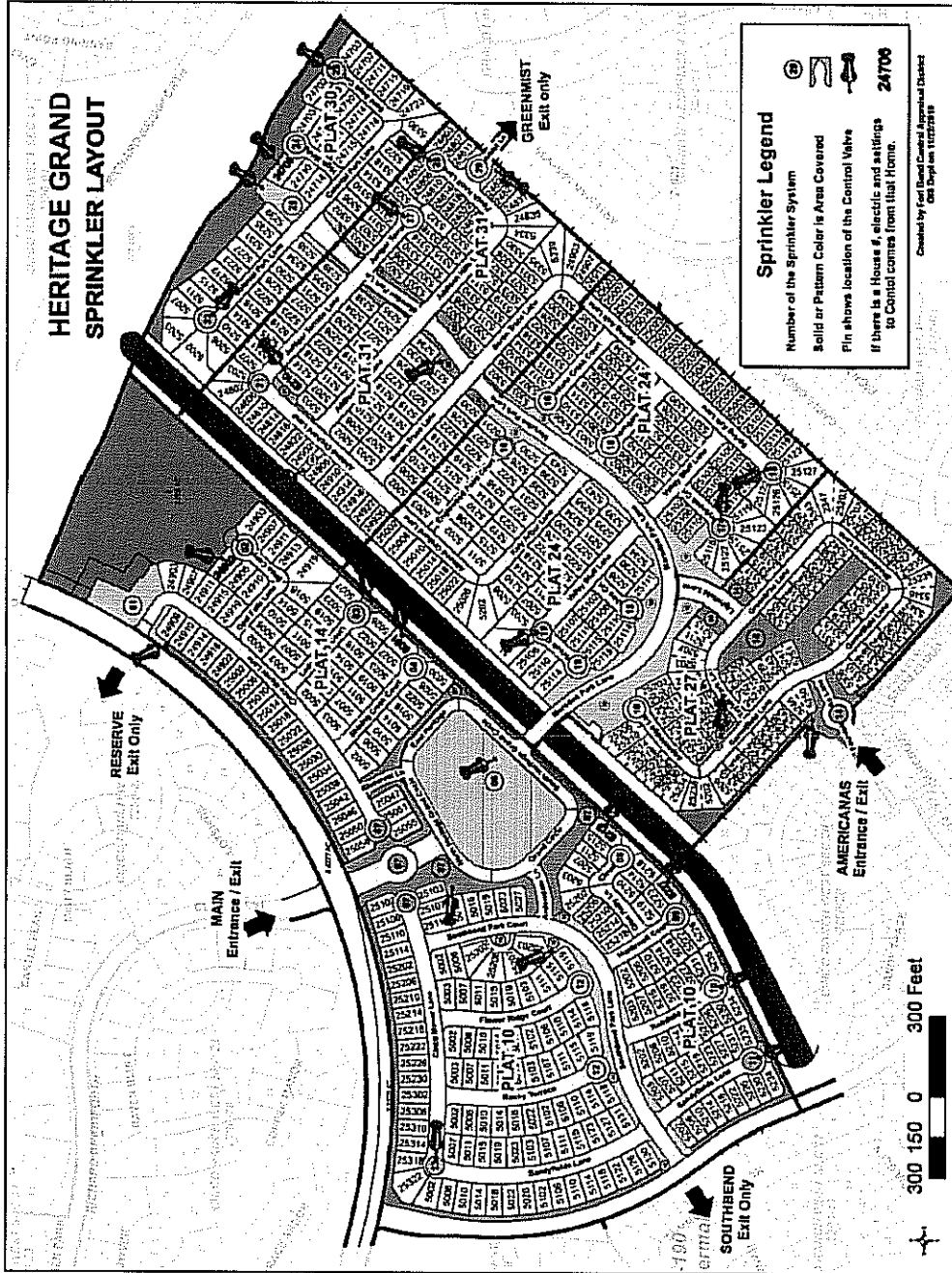
AMI-Houston
5295 Hollister St.
Houston TX 77040-6205

452 Heritage Grand Homeowners Association Inc
Statement of Income and Expenses
10/31/2011

	M-T-D ACTUAL	M-T-D BUDGET	VARIANCE	Y-T-D ACTUAL	Y-T-D BUDGET	VARIANCE	ANNUAL BUDGET	BUDGET REMAINING
58800 000	552.36	1,833	1,280.64	11,166.23	18,330	7,163.77	22,000	10,833.77
60800 010	9,000.00	9,000	0.00	91,260.91	90,000	(1,260.91)	108,000	16,739.09
60800 030	27,908.00	27,908	0.00	283,837.55	279,080	(4,757.55)	334,800	51,062.45
60800 060	2,405.00	563	(1,822.00)	28,565.00	5,830	(22,735.00)	7,000	(21,565.00)
60800 110	0.00	1,093	1,093.00	3,800.00	10,830	7,230.00	13,000	9,400.00
60800 120	0.00	1,000	1,000.00	10,220.00	10,000	(220.00)	12,000	1,780.00
61800 000	4,651.85	5,167	515.15	40,606.00	51,670	11,064.00	62,000	21,394.00
61800 128	0.00	2,083	2,083.00	0.00	20,630	20,630.00	25,000	25,000.00
65800 030	214.50	250	35.50	1,152.88	2,500	1,347.32	3,000	1,847.32
67800 040	2,037.86	2,333	295.14	16,992.08	23,330	6,337.92	26,000	11,007.92
68200 010	520.28	375	(145.28)	4,276.17	3,750	(526.17)	4,500	221.83
68800 000	189.18	150	(49.18)	1,681.87	1,500	(181.87)	1,800	(81.87)
69400 000	3,016.25	1,563	(1,433.25)	18,517.95	15,830	(2,687.95)	19,000	482.05
TOTAL MAINTENANCE & UTILITIES	57,260.01	60,015	2,754.99	581,297.57	600,150	18,852.43	720,200	136,902.43
66300 000	12,568.00	12,592	24.00	125,680.00	125,920	240.00	151,104	25,424.00
Reserve Contribution								
TOTAL COMMUNITY RESERVE	12,568.00	12,592	24.00	125,680.00	125,920	240.00	151,104	25,424.00
66300 500	7,728.00	7,714	(14.00)	77,280.00	77,140	(140.00)	92,568	15,288.00
SINGLE FAMILY INCREMENT								
Reserve Contribution Single Fa								
TOTAL SINGLE FAMILY INCREMENT	7,728.00	7,714	(14.00)	77,280.00	77,140	(140.00)	92,568	15,288.00
66300 550	5,204.00	5,194	(10.00)	52,040.00	51,840	(100.00)	62,328	10,288.00
60000 095	5,066.08	5,086	(20.00)	50,860.80	50,860	(0.80)	61,033	10,172.20
Insurance- Townhome Prop & Cas								
TOTAL AMERICANA INCREMENT	10,290.08	10,280	(10.08)	102,900.80	102,800	(100.80)	123,361	20,460.20
TOTAL EXPENSES	143,302.18	155,282	11,979.82	1,526,522.38	1,552,820	26,297.62	1,663,396	336,873.62
SURPLUS/(DEFICIT)	7,515.82	2,485	(5,030.82)	36,125.40	24,850	11,275.40	28,804	6,321.40

Appendix D – Sprinkler System Common Area

Article 8. Sprinkler System Common Area



RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

Appendix E – When Homes Were Built

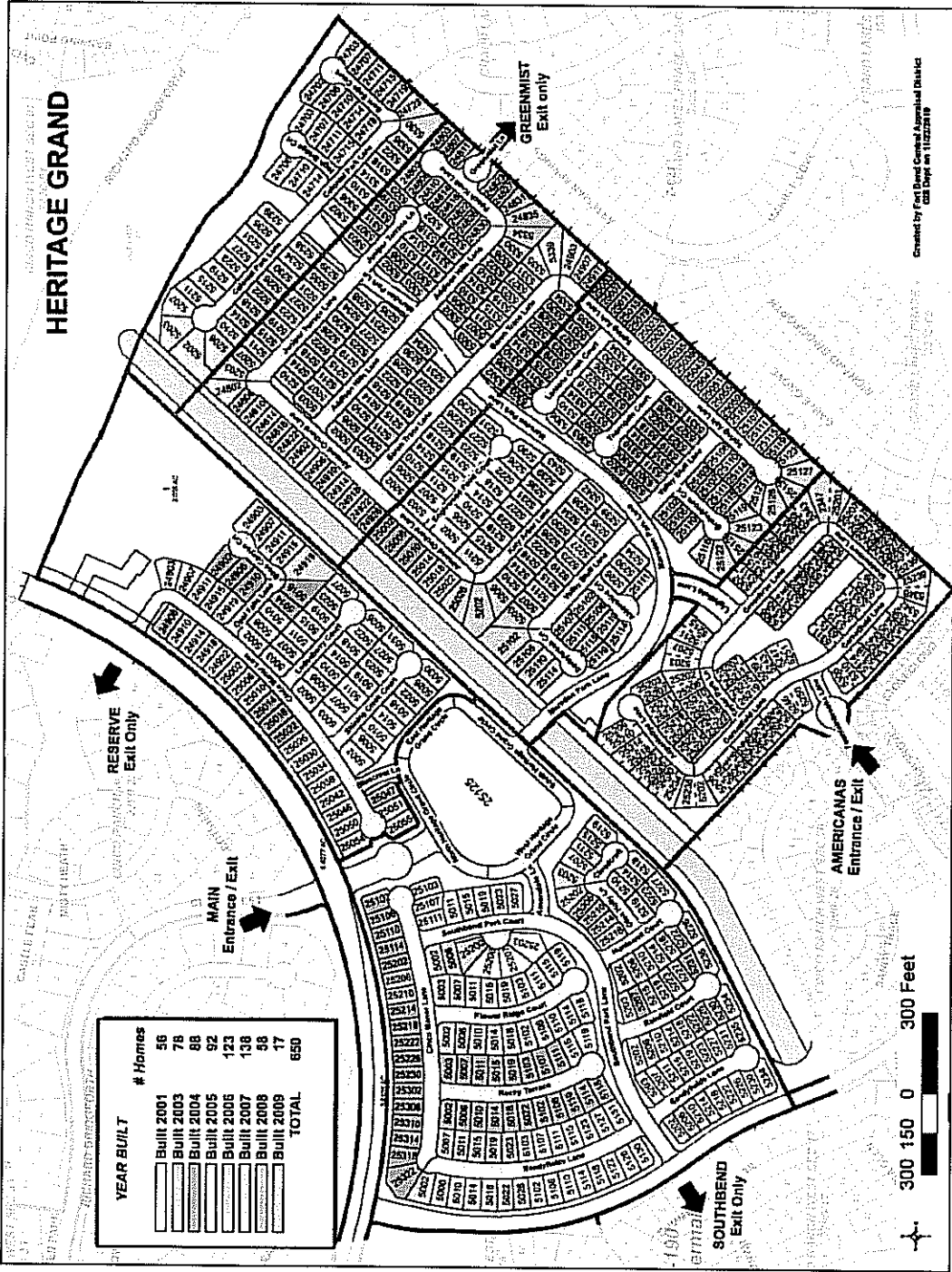
Article 9. When Homes Were Built

Some work is scheduled based on the year a home was built. This document will serve as the guide for year built and comes from the Fort Bend County Appraisal District Files.

STREET NAME	2002	2003	2004	2005	2006	2007	2008	2009	2010	TOTAL
Addison Hills						4	27	2		33
Aldenshire					4	1				5
Almond Orchard			2	2	1	8	5	2		20
Baron Trace					12	15	8			35
Bent Sage					11					11
Bliss Canyon		5	3							8
Braleybrook					12					12
Cinco Manor East	4		5	18						27
Cinco Manor West		2	16			3				21
Cloudcraft	1	7								8
Colonial Park					4	20	4			28
Derbybrook					8					8
Englewood				16						16
Flower Ridge		19								19
Glen Holly	1	4								5
High Bridge						7				7
Huntswell	2	8								10
Juniper Terrace					8	11	5	6		30

STREET NAME	2002	2003	2004	2005	2006	2007	2008	2009	2010	TOTAL
Katy Arbor					20					20
Lantana Creek			10	7						17
Lodenberry		2		12						14
Opal Falls			2	3						5
Peach Knoll						1	7	7		15
Rainfield	5	10	2							17
Rocky Terrace			19	2						21
Sandyfields	32	13								45
Shining Creek	7	8								15
Southbend Park	4				2	5				11
Spring Ash			5	16	8	3				32
Thorngate			16							16
Valley Bluff			8		5	8				21
TOTAL SINGLE FAMILY	56	77	88	76	95	86	56	17	0	552
Aspenlodge						17				17
Garnetfield				17	2	17				36
Greenbrae					15	8	2			25
Shadowmere					10					10
Taylor Park						10				10
TOTAL TOWNHOMES	0	0	0	17	27	52	2	0	0	98

Part E. Diagram of Home By Year Built



RECORDER'S MEMORANDUM

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**Article 10. Year Built
Sorted by Street
Number within
Street Name.**

Street Number	Street Name	Year Built
5202	Addison Hills	2008
5203	Addison Hills	2008
5206	Addison Hills	2008
5207	Addison Hills	2007
5210	Addison Hills	2008
5211	Addison Hills	2008
5214	Addison Hills	2008
5215	Addison Hills	2009
5218	Addison Hills	2008
5219	Addison Hills	2007
5222	Addison Hills	2008
5223	Addison Hills	2008
5226	Addison Hills	2008
5227	Addison Hills	2007
5230	Addison Hills	2008
5231	Addison Hills	2008
5234	Addison Hills	2008

Street Number	Street Name	Year Built
5235	Addison Hills	2008
5302	Addison Hills	2008
5303	Addison Hills	2007
5306	Addison Hills	2008
5307	Addison Hills	2008
5310	Addison Hills	2008
5311	Addison Hills	2008
5314	Addison Hills	2008
5315	Addison Hills	2008
5318	Addison Hills	2008
5319	Addison Hills	2008
5322	Addison Hills	2008
5323	Addison Hills	2009
5326	Addison Hills	2008
5330	Addison Hills	2008
5334	Addison Hills	2008
25102	Aldenshire	2007
25106	Aldenshire	2006
25110	Aldenshire	2006
25111	Aldenshire	2006
25114	Aldenshire	2006
24802	Almond Orchard	2007

Street Number	Street Name	Year Built
24806	Almond Orchard	2008
24810	Almond Orchard	2007
24814	Almond Orchard	2007
24818	Almond Orchard	2008
24822	Almond Orchard	2007
24902	Almond Orchard	2007
24906	Almond Orchard	2007
24910	Almond Orchard	2008
24914	Almond Orchard	2007
24918	Almond Orchard	2009
24922	Almond Orchard	2007
24926	Almond Orchard	2008
25002	Almond Orchard	2008
25006	Almond Orchard	2004
25010	Almond Orchard	2004
25014	Almond Orchard	2009
25018	Almond Orchard	2005
25022	Almond Orchard	2005
25026	Almond Orchard	2006
25203	Aspenlodge	2007
25206	Aspenlodge	2007
25207	Aspenlodge	2007

Street Number	Street Name	Year Built
25210	Aspenlodge	2007
25211	Aspenlodge	2007
25214	Aspenlodge	2007
25215	Aspenlodge	2007
25218	Aspenlodge	2007
25219	Aspenlodge	2007
25222	Aspenlodge	2007
25223	Aspenlodge	2007
25226	Aspenlodge	2007
25227	Aspenlodge	2007
25230	Aspenlodge	2007
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25234	Aspenlodge	2007
25238	Aspenlodge	2007
5202	Baron Trace	2007
5203	Baron Trace	2008
5206	Baron Trace	2007
5207	Baron Trace	2008
5210	Baron Trace	2007
5211	Baron Trace	2008
5214	Baron Trace	2007
5215	Baron Trace	2008

Street Number	Street Name	Year Built
5218	Baron Trace	2007
5219	Baron Trace	2008
5222	Baron Trace	2007
5223	Baron Trace	2008
5226	Baron Trace	2007
5227	Baron Trace	2008
5230	Baron Trace	2007
5231	Baron Trace	2008
5302	Baron Trace	2006
5303	Baron Trace	2006
5306	Baron Trace	2006
5307	Baron Trace	2006
5310	Baron Trace	2006
5311	Baron Trace	2006
5314	Baron Trace	2006
5315	Baron Trace	2007
5318	Baron Trace	2006
5319	Baron Trace	2007
5322	Baron Trace	2006
5323	Baron Trace	2007
5326	Baron Trace	2006
5327	Baron Trace	2007

Street Number	Street Name	Year Built
5330	Baron Trace	2006
5331	Baron Trace	2007
5334	Baron Trace	2006
5335	Baron Trace	2007
5339	Baron Trace	2007
24702	Bent Sage	2006
24703	Bent Sage	2006
24706	Bent Sage	2006
24707	Bent Sage	2006
24710	Bent Sage	2006
24711	Bent Sage	2006
24714	Bent Sage	2006
24715	Bent Sage	2006
24718	Bent Sage	2006
24719	Bent Sage	2006
24723	Bent Sage	2006
24902	Bliss Canyon	2004
24903	Bliss Canyon	2003
24906	Bliss Canyon	2004
24907	Bliss Canyon	2003
24910	Bliss Canyon	2004
24911	Bliss Canyon	2003

Street Number	Street Name	Year Built
24915	Bliss Canyon	2003
24919	Bliss Canyon	2003
25102	Braleybrook	2006
25103	Braleybrook	2006
25106	Braleybrook	2006
25107	Braleybrook	2006
25110	Braleybrook	2006
25111	Braleybrook	2006
25115	Braleybrook	2006
25118	Braleybrook	2006
25119	Braleybrook	2006
25122	Braleybrook	2006
25123	Braleybrook	2006
25126	Braleybrook	2006
24903	Cinco Manor East	2005
24906	Cinco Manor East	2004
24907	Cinco Manor East	2005
24910	Cinco Manor East	2005
24911	Cinco Manor East	2005

Street Number	Street Name	Year Built
24914	Cinco Manor East	2005
24915	Cinco Manor East	2005
24918	Cinco Manor East	2005
24919	Cinco Manor East	2005
24922	Cinco Manor East	2005
25002	Cinco Manor East	2005
25006	Cinco Manor East	2005
25010	Cinco Manor East	2005
25014	Cinco Manor East	2004
25018	Cinco Manor East	2004
25022	Cinco Manor East	2004
25026	Cinco Manor East	2002
25030	Cinco Manor East	2002
25034	Cinco Manor	2002

Street Number	Street Name	Year Built
	East	
25038	Cinco Manor East	2002
25042	Cinco Manor East	2005
25046	Cinco Manor East	2005
25047	Cinco Manor East	2004
25050	Cinco Manor East	2005
25051	Cinco Manor East	2005
25054	Cinco Manor East	2005
25055	Cinco Manor East	2005
25102	Cinco Manor West	2004
25103	Cinco Manor West	2007
25106	Cinco Manor West	2004
25107	Cinco Manor West	2007
25110	Cinco Manor West	2004

Street Number	Street Name	Year Built
25111	Cinco Manor West	2007
25114	Cinco Manor West	2004
25202	Cinco Manor West	2004
25206	Cinco Manor West	2003
25210	Cinco Manor West	2003
25214	Cinco Manor West	2004
25218	Cinco Manor West	2004
25222	Cinco Manor West	2004
25226	Cinco Manor West	2004
25230	Cinco Manor West	2004
25302	Cinco Manor West	2004
25306	Cinco Manor West	2004
25310	Cinco Manor West	2004
25314	Cinco Manor	2004

Street Number	Street Name	Year Built
	West	
25318	Cinco Manor West	2004
25322	Cinco Manor West	2004
5203	Cloucraft	2003
5207	Cloucraft	2002
5210	Cloucraft	2003
5211	Cloucraft	2003
5214	Cloucraft	2003
5215	Cloucraft	2003
5218	Cloucraft	2003
5219	Cloucraft	2003
5202	Colonial Park	2007
5203	Colonial Park	2007
5206	Colonial Park	2007
5207	Colonial Park	2007
5210	Colonial Park	2007
5211	Colonial Park	2007
5214	Colonial Park	2008
5215	Colonial Park	2007
5218	Colonial Park	2008
5219	Colonial Park	2007

Street Number	Street Name	Year Built
5222	Colonial Park	2008
5223	Colonial Park	2007
5226	Colonial Park	2008
5227	Colonial Park	2007
5230	Colonial Park	2007
5231	Colonial Park	2007
5234	Colonial Park	2007
5235	Colonial Park	2007
5238	Colonial Park	2007
5239	Colonial Park	2007
5302	Colonial Park	2007
5306	Colonial Park	2007
5310	Colonial Park	2007
5314	Colonial Park	2007
5318	Colonial Park	2006
5322	Colonial Park	2006
5326	Colonial Park	2006
5330	Colonial Park	2006
25102	Derbybrook	2006
25106	Derbybrook	2006
25107	Derbybrook	2006
25110	Derbybrook	2006

Street Number	Street Name	Year Built
25111	Derbybrook	2006
25114	Derbybrook	2006
25115	Derbybrook	2006
25119	Derbybrook	2006
5202	Englewood	2005
5203	Englewood	2005
5206	Englewood	2005
5207	Englewood	2005
5210	Englewood	2005
5211	Englewood	2005
5214	Englewood	2005
5215	Englewood	2005
5218	Englewood	2005
5219	Englewood	2005
5222	Englewood	2005
5223	Englewood	2005
5226	Englewood	2005
5227	Englewood	2005
5230	Englewood	2005
5231	Englewood	2005
5002	Flower Ridge	2003
5003	Flower Ridge	2003

Street Number	Street Name	Year Built
5006	Flower Ridge	2003
5007	Flower Ridge	2003
5010	Flower Ridge	2003
5011	Flower Ridge	2003
5014	Flower Ridge	2003
5015	Flower Ridge	2003
5018	Flower Ridge	2003
5019	Flower Ridge	2003
5102	Flower Ridge	2003
5103	Flower Ridge	2003
5106	Flower Ridge	2003
5110	Flower Ridge	2003
5111	Flower Ridge	2003
5114	Flower Ridge	2003
5115	Flower Ridge	2003
5118	Flower Ridge	2003
5119	Flower Ridge	2003
5202	Garnetfield	2007
5206	Garnetfield	2007
5210	Garnetfield	2007
5214	Garnetfield	2007
5218	Garnetfield	2007

Street Number	Street Name	Year Built
5222	Garnetfield	2007
5226	Garnetfield	2007
5230	Garnetfield	2007
5234	Garnetfield	2007
5238	Garnetfield	2007
5239	Garnetfield	2007
5242	Garnetfield	2007
5243	Garnetfield	2007
5246	Garnetfield	2007
5247	Garnetfield	2007
5250	Garnetfield	2007
5251	Garnetfield	2007
5306	Garnetfield	2005
5310	Garnetfield	2005
5311	Garnetfield	2006
5314	Garnetfield	2005
5315	Garnetfield	2006
5318	Garnetfield	2005
5319	Garnetfield	2005
5322	Garnetfield	2005
5323	Garnetfield	2005
5326	Garnetfield	2005

Street Number	Street Name	Year Built
5327	Garnetfield	2005
5330	Garnetfield	2005
5331	Garnetfield	2005
5334	Garnetfield	2005
5335	Garnetfield	2005
5338	Garnetfield	2005
5339	Garnetfield	2005
5342	Garnetfield	2005
5346	Garnetfield	2006
25202	Glen Holly	2002
25206	Glen Holly	2003
25210	Glen Holly	2003
25214	Glen Holly	2003
25218	Glen Holly	2003
5203	Greenbrae	2007
5207	Greenbrae	2007
5211	Greenbrae	2008
5215	Greenbrae	2008
5306	Greenbrae	2006
5307	Greenbrae	2007
5310	Greenbrae	2006
5311	Greenbrae	2007

Street Number	Street Name	Year Built
5314	Greenbrae	2007
5315	Greenbrae	2007
5318	Greenbrae	2007
5319	Greenbrae	2007
5322	Greenbrae	2006
5323	Greenbrae	2006
5326	Greenbrae	2006
5327	Greenbrae	2006
5330	Greenbrae	2006
5331	Greenbrae	2006
5334	Greenbrae	2006
5335	Greenbrae	2006
5338	Greenbrae	2006
5339	Greenbrae	2006
5342	Greenbrae	2006
5343	Greenbrae	2006
5347	Greenbrae	2006
24703	High Bridge	2007
24706	High Bridge	2007
24707	High Bridge	2007
24710	High Bridge	2007
24711	High Bridge	2007

Street Number	Street Name	Year Built
24714	High Bridge	2007
24715	High Bridge	2007
5202	Huntswell	2003
5206	Huntswell	2003
5210	Huntswell	2002
5214	Huntswell	2003
5218	Huntswell	2003
5219	Huntswell	2003
5222	Huntswell	2003
5223	Huntswell	2003
5226	Huntswell	2003
5227	Huntswell	2002
5203	Juniper Terrace	2007
5207	Juniper Terrace	2006
5210	Juniper Terrace	2009
5211	Juniper Terrace	2006
5214	Juniper Terrace	2008
5215	Juniper Terrace	2006
5218	Juniper Terrace	2009
5219	Juniper Terrace	2006
5222	Juniper Terrace	2008
5223	Juniper Terrace	2007

Street Number	Street Name	Year Built
5226	Juniper Terrace	2009
5227	Juniper Terrace	2007
5230	Juniper Terrace	2008
5231	Juniper Terrace	2007
5234	Juniper Terrace	2009
5235	Juniper Terrace	2009
5238	Juniper Terrace	2009
5239	Juniper Terrace	2007
5302	Juniper Terrace	2008
5303	Juniper Terrace	2007
5306	Juniper Terrace	2008
5307	Juniper Terrace	2007
5310	Juniper Terrace	2007
5311	Juniper Terrace	2006
5314	Juniper Terrace	2007
5315	Juniper Terrace	2006
5318	Juniper Terrace	2007
5319	Juniper Terrace	2006
5322	Juniper Terrace	2007
5323	Juniper Terrace	2006
5202	Katy Arbor	2006
5206	Katy Arbor	2006

Street Number	Street Name	Year Built
5210	Katy Arbor	2006
5211	Katy Arbor	2006
5214	Katy Arbor	2006
5215	Katy Arbor	2006
5218	Katy Arbor	2006
5219	Katy Arbor	2006
5222	Katy Arbor	2006
5223	Katy Arbor	2006
5226	Katy Arbor	2006
5227	Katy Arbor	2006
5230	Katy Arbor	2006
5231	Katy Arbor	2006
5234	Katy Arbor	2006
5235	Katy Arbor	2006
5238	Katy Arbor	2006
5239	Katy Arbor	2006
5242	Katy Arbor	2006
5243	Katy Arbor	2006
5303	Lantana Creek	2004
5306	Lantana Creek	2005
5307	Lantana Creek	2004
5310	Lantana Creek	2005

Street Number	Street Name	Year Built
5311	Lantana Creek	2004
5314	Lantana Creek	2004
5315	Lantana Creek	2004
5318	Lantana Creek	2005
5319	Lantana Creek	2004
5322	Lantana Creek	2005
5323	Lantana Creek	2004
5326	Lantana Creek	2005
5327	Lantana Creek	2004
5330	Lantana Creek	2005
5331	Lantana Creek	2004
5334	Lantana Creek	2005
5335	Lantana Creek	2004
5002	Lodenberry	2005
5003	Lodenberry	2003
5006	Lodenberry	2005
5007	Lodenberry	2003
5010	Lodenberry	2005
5011	Lodenberry	2005
5014	Lodenberry	2005
5015	Lodenberry	2005
5018	Lodenberry	2005

Street Number	Street Name	Year Built
5019	Lodenberry	2005
5022	Lodenberry	2005
5023	Lodenberry	2005
5026	Lodenberry	2005
5027	Lodenberry	2005
5002	Opal Falls	2005
5006	Opal Falls	2005
5010	Opal Falls	2005
5014	Opal Falls	2004
5018	Opal Falls	2004
24802	Peach Knoll	2007
24803	Peach Knoll	2008
24806	Peach Knoll	2009
24807	Peach Knoll	2008
24810	Peach Knoll	2009
24811	Peach Knoll	2008
24814	Peach Knoll	2009
24818	Peach Knoll	2009
24822	Peach Knoll	2009
24823	Peach Knoll	2008
24826	Peach Knoll	2009
24827	Peach Knoll	2008

Street Number	Street Name	Year Built
24830	Peach Knoll	2009
24831	Peach Knoll	2008
24835	Peach Knoll	2008
5202	Rainfield	2002
5203	Rainfield	2002
5206	Rainfield	2003
5207	Rainfield	2004
5210	Rainfield	2002
5214	Rainfield	2003
5215	Rainfield	2003
5218	Rainfield	2002
5219	Rainfield	2003
5222	Rainfield	2003
5223	Rainfield	2003
5226	Rainfield	2003
5227	Rainfield	2002
5230	Rainfield	2003
5231	Rainfield	2004
5234	Rainfield	2003
5235	Rainfield	2003
5002	Rocky Terrace	2004
5003	Rocky Terrace	2004

Street Number	Street Name	Year Built
5006	Rocky Terrace	2004
5007	Rocky Terrace	2004
5010	Rocky Terrace	2004
5011	Rocky Terrace	2004
5014	Rocky Terrace	2004
5015	Rocky Terrace	2004
5018	Rocky Terrace	2004
5019	Rocky Terrace	2004
5022	Rocky Terrace	2004
5102	Rocky Terrace	2004
5103	Rocky Terrace	2004
5106	Rocky Terrace	2004
5107	Rocky Terrace	2004
5110	Rocky Terrace	2004
5111	Rocky Terrace	2004
5114	Rocky Terrace	2004
5115	Rocky Terrace	2005
5118	Rocky Terrace	2004
5119	Rocky Terrace	2005
5002	Sandyfields	2003
5006	Sandyfields	2003
5007	Sandyfields	2003

Street Number	Street Name	Year Built
5010	Sandyfields	2003
5011	Sandyfields	2003
5014	Sandyfields	2003
5015	Sandyfields	2003
5018	Sandyfields	2003
5019	Sandyfields	2003
5022	Sandyfields	2003
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Street Number	Street Name	Year Built
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25203	Shadowmere	2006
25207	Shadowmere	2006

Street Number	Street Name	Year Built
25211	Shadowmere	2006
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25223	Shadowmere	2006
25227	Shadowmere	2006
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25235	Shadowmere	2006
25239	Shadowmere	2006
5002	Shining Creek	2002
5003	Shining Creek	2002
5006	Shining Creek	2002
5007	Shining Creek	2002
5010	Shining Creek	2002
5011	Shining Creek	2002
5014	Shining Creek	2002
5018	Shining Creek	2003
5019	Shining Creek	2003
5022	Shining Creek	2003
5023	Shining Creek	2003
5026	Shining Creek	2003
5027	Shining Creek	2003
5030	Shining Creek	2003

Street Number	Street Name	Year Built
5031	Shining Creek	2003
5002	Southbend Park	2007
5006	Southbend Park	2006
5011	Southbend Park	2007
5015	Southbend Park	2007
5019	Southbend Park	2007
5023	Southbend Park	2007
5027	Southbend Park	2002
25202	Southbend Park	2006
25203	Southbend Park	2002
25206	Southbend Park	2002
25207	Southbend Park	2002
24903	Spring Ash	2007
24907	Spring Ash	2007
24911	Spring Ash	2007
25003	Spring Ash	2004
25007	Spring Ash	2004
25011	Spring Ash	2004
25015	Spring Ash	2004
25019	Spring Ash	2004
25023	Spring Ash	2005
25027	Spring Ash	2005

Street Number	Street Name	Year Built
25031	Spring Ash	2005
25035	Spring Ash	2005
25039	Spring Ash	2005
25043	Spring Ash	2005
25047	Spring Ash	2005
25051	Spring Ash	2005
25055	Spring Ash	2005
25059	Spring Ash	2005
25103	Spring Ash	2005
25106	Spring Ash	2005
25107	Spring Ash	2005
25110	Spring Ash	2005
25111	Spring Ash	2005
25114	Spring Ash	2006
25115	Spring Ash	2005
25118	Spring Ash	2006
25119	Spring Ash	2006
25122	Spring Ash	2006
25123	Spring Ash	2006
25126	Spring Ash	2006
25127	Spring Ash	2006
25130	Spring Ash	2006

Street Number	Street Name	Year Built
25202	Taylor Park	2007
25206	Taylor Park	2007
25207	Taylor Park	2007
25210	Taylor Park	2007
25211	Taylor Park	2007
25214	Taylor Park	2007
25215	Taylor Park	2007
25218	Taylor Park	2007
25219	Taylor Park	2007
25222	Taylor Park	2007
5302	Thorngate	2004
5303	Thorngate	2004
5306	Thorngate	2004
5307	Thorngate	2004
5310	Thorngate	2004
5311	Thorngate	2004
5314	Thorngate	2004
5315	Thorngate	2004
5318	Thorngate	2004
5319	Thorngate	2004
5322	Thorngate	2004
5323	Thorngate	2004

Street Number	Street Name	Year Built
5326	Thorngate	2004
5327	Thorngate	2004
5330	Thorngate	2004
5331	Thorngate	2004
5203	Valley Bluff	2006
5207	Valley Bluff	2006
5211	Valley Bluff	2006
5215	Valley Bluff	2006
5219	Valley Bluff	2006
5223	Valley Bluff	2007
5226	Valley Bluff	2007
5227	Valley Bluff	2007
5230	Valley Bluff	2007
5231	Valley Bluff	2007
5234	Valley Bluff	2007
5235	Valley Bluff	2007
5239	Valley Bluff	2007
5303	Valley Bluff	2004
5307	Valley Bluff	2004
5311	Valley Bluff	2004
5315	Valley Bluff	2004
5319	Valley Bluff	2004

Street Number	Street Name	Year Built
5323	Valley Bluff	2004

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Dianne Wilson

2011 Dec 01 01:20 PM

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Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

**FORT BEND COUNTY CLERK
301 JACKSON, SUITE 101
RICHMOND TX 77469-3108
(281)341-8652**

Customer: DAUGHTRY & JORDAN PC

Page 1 of 1

Receipt #: 12/01/2011 85018

Report Date: 12/02/2011 11:53 AM

Clerk: RMM

Department: OFFICIAL PUBLIC REC **Work Station:** REG45

Gf Number	Book	Page	Date Received	Instrument #	Description	Pages	Amount
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