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X

SUPPLEMENT TO GOVERNING DOCUMENTS  
FOR  
HERITAGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

STATE OF TEXAS        }  
COUNTY OF HARRIS    }

X835011  
08/10/04 300461725       \$38.00

DOCUMENTS GOVERNING THE FOLLOWING SUBDIVISION:

HERITAGE VILLAGE, SECTION FOUR

UNOFFICIAL COPY

FILED OF RECORD IN COMPLIANCE WITH SECTION 202.006 OF THE  
TEXAS PROPERTY CODE, AS PART OF THE DEDICATORY  
INSTRUMENT GOVERNING THE ABOVE-NAMED SUBDIVISION

**RESOLUTION REGARDING FENCE AGREEMENT  
HERITAGE VILLAGE HOMEOWNERS ASSOCIATION, INC.  
A TEXAS NON-PROFIT CORPORATION**

WHEREAS, the undersigned, being all the members of the Board of Directors of Heritage Village Homeowners Association, Inc., (hereinafter "the Association"), are of the opinion that fences located along the perimeter of the Heritage Village subdivision should be uniform in design and appearance to the greatest extent possible;

WHEREAS, the Association's Board of Directors has determined that it is in the Association's best interest to pursue uniformity of said perimeter fencing and to maintain the appearance of same through periodic maintenance and repair;

WHEREAS, the Association's Board of Directors has determined that it is in the Association's best interest to require the signatures of all members of the Board of Directors on documents necessary to assume the duty of perimeter fence maintenance, and to require the signatures of each property owner directly affected thereby, indicating such owners' consent to the Board's actions.

NOW, THEREFORE, BE IT RESOLVED that the Association shall provide repair and maintenance of perimeter fences surrounding Heritage Village, and shall assume such repair and maintenance responsibilities with the consent of those persons whose signatures appear on that certain "Agreement Regarding Fence Maintenance", a copy of which is attached hereto as Exhibit "One", and incorporated herein by way of reference.

Adopted on this 15<sup>th</sup> day of July, 2004.

HERITAGE VILLAGE HOMEOWNERS  
ASSOCIATION, INC.

Judge Coston  
Signature  
Judge Coston  
Print Name  
President  
Position

Charles Dunlop  
Signature  
Charles Dunlop  
Print Name  
Secretary/Treasurer  
Position

Cordelia Brown  
Signature  
Cordelia Brown  
Print Name  
Vice President  
Position

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Position

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AGREEMENT REGARDING FENCE MAINTENANCE  
HERITAGE VILLAGE HOMEOWNERS ASSOCIATION, INC.

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

THAT WHEREAS, the undersigned, being the owners of those properties hereinafter described, as well as members of the Board of Directors of Heritage Village Homeowners Association, Inc., a Texas Non-Profit Corporation (hereinafter referred to as "the Association"), hereby agree to the terms and provisions stated hereinbelow, and desire that such terms and provisions shall constitute covenants running with said land, and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, as well as their successors and assigns;

WHEREAS, the Association, acting through its Board of Directors, has determined that all fences located along the perimeter of the Heritage Village neighborhood should be uniform in design and appearance, in order to enhance the aesthetic appearance of the neighborhood, and thereby to enhance and maintain to the greatest extent possible, the values of properties located therein;

WHEREAS, such perimeter fences, located adjacent to the below-described properties, were constructed in a manner substantially different than the remaining perimeter fences located within the Heritage Village neighborhood;

WHEREAS, it is the desire of the undersigned, being owners of those properties described herein, and the members of the Board of Directors of the Association, by execution of this Agreement, to replace the perimeter fences currently located upon said properties with fences which are constructed in a manner more closely resembling, to the extent possible, other fences located along the perimeter of the Heritage Village subdivision; further, it is the desire and intent of all parties that the Association shall pay all costs associated with the replacement of said fences, as well as all costs associated with maintenance and/or repair of same in the future;



**NOW, THEREFORE,** the undersigned, being the Board of Directors of Heritage Village Homeowners Association, Inc., and the owners of the properties described herein, whose signatures are attached hereto and incorporated herein by reference for all purposes, hereby agree to the following terms and provisions regarding fences located along the perimeter of the Heritage Village subdivision:

No. 1. Replacement of Fences. The Association is granted the right and authority to remove perimeter fencing in place as of the date of the execution of this Agreement, and thereafter to install and/or construct perimeter fencing which shall be selected at the sole discretion of the Association's Board of Directors, and which shall more closely match and/or resemble the fences located along the perimeter of the Heritage Village subdivision;

No. 2. Ownership of Perimeter Fences. The Association shall own all perimeter fences and shall be responsible for the maintenance and repair of same. The undersigned owners agree to refrain from planting any tree, bush or shrub in any location which might cause damage to the structure of said fence. Said owners further agree to refrain from placing or leaning any item against said perimeter fence which might cause damage to the fence. Said owners fully agree to allow such access to the fence and upon said property as is necessary for the Association, its agents, representatives, assigns to accomplish inspections, repairs, and maintenance as needed from time to time, included access to areas within the confines of an owner's lot, ingress and egress through gates located upon the respective lot, and such other access as may be necessary for the maintenance of said fence.

No. 3. Covenant Running With the Land. The undersigned owners hereby agree to the terms and provisions set forth herein, and desire and intend that such terms and provisions shall constitute covenants running with their respective land, and that such terms and provisions shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, as well as their successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement Regarding Fence Maintenance on the date set forth and indicated next to their respective signature(s), to be effective as of the 15<sup>th</sup> day of July, 2004.

ATTEST:

HERITAGE VILLAGE HOMEOWNERS  
ASSOCIATION, INC.

BY: *Charles Dunlop*  
Secretary

BY: *Judge Caston*  
President

BEFORE ME, the undersigned authority, on this day personally appeared *Judge Caston*, President of Heritage Village Homeowners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

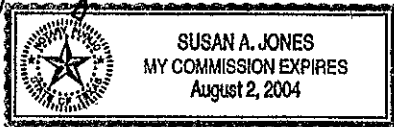
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of *July*, 2004.



*Susan A. Jones*  
NOTARY PUBLIC - STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared *Charles Dunlop*, Secretary of Heritage Village Homeowners Association, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15<sup>th</sup> day of *July*, 2004.



*Susan A. Jones*  
NOTARY PUBLIC - STATE OF TEXAS

BOARD OF DIRECTORS:

Judge Caston III  
Signature  
Judge Caston III  
Print Name  
President  
Position

[Signature]  
Signature  
Charles Dunlap  
Print Name  
Secretary / Treasurer  
Position

Cordelia Brown  
Signature  
Cordelia Brown  
Print Name  
Vice President  
Position

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Position

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Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Position

COPY UNOFFICIAL

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

Melvin Johnson  
Signature

Lot(s) One

Monica Johnson  
Signature

Address(es) 12015 Ballardvale Lane  
Houston, Texas 77067

Melvin Johnson  
Print Name(s)

Monica Johnson

2/23/04  
Date

Lot 24, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

Signature

Lot(s) One

Address(es) 12027 Ballardvale Lane  
Houston, Texas 77067

Melvin Jacobs  
Print Name(s)

Date

Lot 1, Block 2, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

Signature

Lot(s) One

Address(es) 2847 Whitinham Drive  
Houston, Texas 77067

Nusrat Mazhar  
Print Name(s)

Date

Lot 20, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Signature Lot(s) One

Signature Address(es) 12015 Ballardvale Lane  
Houston, Texas 77067

Melvin Johnson Monica Johnson  
Print Name(s)

Date Lot 24, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Signature Melvin Jacobs Lot(s) One

Address(es) 12027 Ballardvale Lane  
Houston, Texas 77067

Melvin Jacobs  
Print Name(s)

Date Lot 1, Block 2, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Signature Lot(s) One

Address(es) 2847 Whitinham Drive  
Houston, Texas 77067

Nusrat Mazhar  
Print Name(s)

Date Lot 20, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*



\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

\_\_\_\_\_  
Signature

Lot(s) One

Address(es) 12015 Ballardvale Lane

\_\_\_\_\_  
Signature

Houston, Texas 77067

Melvin Johnson  
Print Name(s)

Monica Johnson

\_\_\_\_\_  
Date

Lot 24, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

\_\_\_\_\_  
Signature

Lot(s) One

Address(es) 12027 Ballardvale Lane

Houston, Texas 77067

Melvin Jacobs  
Print Name(s)

\_\_\_\_\_  
Date

Lot 1, Block 2, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

Nusrat Mazhar  
Signature

Lot(s) One

Address(es) 2847 Whitinham Drive

Houston, Texas 77067

Nusrat Mazhar  
Print Name(s)

02/26/04  
Date

Lot 20, Block 1, Section 4  
Legal Description of Lot(s)

UNOFFICIAL

RECEIVED JUN 03 2004

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

Signature \_\_\_\_\_ Lot(s) One

Address(es) 12003 Ballardvale Lane  
Houston, Texas 77067

Alma Sanchez  
Print Name(s)

Date \_\_\_\_\_ Lot 21, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*  
LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Signature \_\_\_\_\_ Lot(s) One

Address(es) 12007 Ballardvale Lane  
Houston, Texas 77067

Signature \_\_\_\_\_  
Jeffrey H. Williams Brenda S. Williams  
Print Name(s)

Date \_\_\_\_\_ Lot 22, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*  
LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Oscar L. Amaya Lot(s) One  
Signature

Oscar L. Amaya Address(es) 12011 Ballardvale Lane  
Signature Houston, Texas 77067

Oscar Amaya Griselda Noriega  
Print Name(s)

5-29-04 \_\_\_\_\_ Lot 23, Block 1, Section 4  
Date Legal Description of Lot(s)

RECEIVED

LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

EXEMPTED BY OHS § 101.01  
MANAGEMENT CE. 0.1

Signature JUN - 0 2004 Lot(s) One

Address(es) 12003 Ballardvale Lane  
Houston, Texas 77067

Alma Sanchez  
Print Name(s)

Date \_\_\_\_\_ Lot 21, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*  
LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Brenda S Williams Lot(s) One  
Signature

Jeffrey Williams Address(es) 12007 Ballardvale Lane  
Signature Houston, Texas 77067

Jeffrey H. Williams Brenda S. Williams  
Print Name(s)

5/27/04 Lot 22, Block 1, Section 4  
Date Legal Description of Lot(s)

\*\*\*\*\*  
LOT OWNER(S) LOT(S) OWNED AND STREET ADDRESS(ES)

Signature Lot(s) One

Address(es) 12011 Ballardvale Lane  
Signature Houston, Texas 77067

Oscar Amaya Griselda Noriega  
Print Name(s)

Date \_\_\_\_\_ Lot 23, Block 1, Section 4  
Legal Description of Lot(s)

UNOFFICIAL COPY

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

Alma Sanchez  
Signature

Lot(s) One

Address(es) 12003 Ballardvale Lane

Houston, Texas 77067

Alma Sanchez  
Print Name(s)

7/8/04  
Date

Lot 21, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

\_\_\_\_\_  
Signature

Lot(s) One

Address(es) 12007 Ballardvale Lane

\_\_\_\_\_  
Signature

Houston, Texas 77067

Jeffrey H. Williams  
Print Name(s)

Brenda S. Williams

\_\_\_\_\_  
Date

Lot 22, Block 1, Section 4  
Legal Description of Lot(s)

\*\*\*\*\*

LOT OWNER(S)

LOT(S) OWNED AND STREET ADDRESS(ES)

\_\_\_\_\_  
Signature

Lot(s) One

Address(es) 12011 Ballardvale Lane

\_\_\_\_\_  
Signature

Houston, Texas 77067

Oscar Amaya  
Print Name(s)

Griselda Noriega

\_\_\_\_\_  
Date

Lot 23, Block 1, Section 4  
Legal Description of Lot(s)

**Affidavit Regarding Signatures**

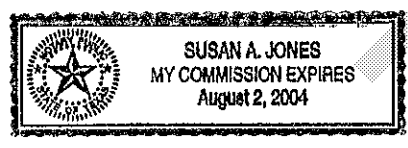
STATE OF TEXAS        }  
                                  }  
COUNTY OF HARRIS    }

BEFORE ME, the undersigned authority, on this day personally appeared TALLY JENKINS, known to me to be the Managing Agent and Custodian of the Books and Records of Heritage Village Homeowners Association, Inc., which person acknowledged to me that the foregoing instrument was executed in accordance with the pertinent provisions of the Texas Property Code, and that the signatures indicated thereon are the genuine and original signatures of the persons owning the properties indicated thereon, and that she executed the same for the purposes and consideration therein expressed.

DATE: July 15, 2004

Tally Jenkins  
Tally Jenkins, Managing Agent for Heritage Village Homeowners Association, Inc.

GIVEN UNDER MY HAND AND SEAL of office this 15<sup>th</sup> day of July, 2004.



Susan A. Jones  
NOTARY PUBLIC - STATE OF TEXAS

After Recording  
Please Return to:

Michael J. Treece  
Attorney at Law  
17040 El Camino Real, Suite 400  
Houston, Texas 77058

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

AUG 10 2004



Dorely B. Kaufman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

FILED  
04 AUG 10 PM 4:06  
COUNTY CLERK  
HARRIS COUNTY, TEXAS