

FIRST AMENDMENT TO NOTICE
OF
FILING OF DEDICATORY INSTRUMENTS
FOR
HERITAGE RANCH

filed
10-23-04

5780 03187

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

THIS FIRST AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH (this "First Amendment") is made this 13 day of ~~August~~, 2004, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").
October

WITNESSETH:

WHEREAS, U.S. Home Corporation, a Delaware corporation (the "Declarant"), prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch", filed of record on March 20, 2001, at Volume 04879, Page 01570 *et seq.* of the Deed Records of Collin County, Texas (the "Declaration") and as amended and supplemented from time to time; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records of the county in which the planned development is located; and

WHEREAS, on or about November 13, 2002, the Association filed a Notice of Filing of Dedicatory Instruments for Heritage Ranch at Volume 05296, Page 04427 *et seq.* the Deed Records of Collin County, Texas (the "Notice"); and

WHEREAS, on February 4, 2003, the Association filed a "First Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch" in Volume 5349, Page 005817 *et seq.*, of the Deed Records of Collin County, Texas (the "First Supplement"); and

WHEREAS, on December 23, 2003, the Association filed a "Second Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch" in Volume 5571, Page 000035 *et seq.*, of the Deed Records of Collin County, Texas (the "Second Supplement"); and

WHEREAS, the Association desires to amend the Notice, as supplemented by the First and Second Supplement, to replace the dedicatory instrument entitled "Assessment Collection Policy", adopted May 29, 2001, with the dedicatory instrument entitled "Assessment Collection Policy", adopted August 12, 2004, attached hereto as **Exhibit "A"**, and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument entitled "Assessment Collection Policy", adopted May 29, 2001, is hereby replaced and superceded by the dedicatory instrument entitled "Assessment Collection Policy", adopted August 12, 2004, attached hereto as Exhibit "A", which dedicatory instrument is a true and correct copy of the original and is hereby filed of record in the real property records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its duly authorized agent as of the date first above written.

THE HOMEOWNERS ASSOCIATION
OF HERITAGE RANCH, INC.,
a Texas non-profit corporation

By: Michael P. Bray

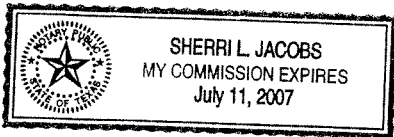
Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Michael P. Bray, PRESIDENT of The Homeowners Association of Heritage Ranch, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed on behalf of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on this 13 day of ~~August~~ October, 2004.



Sherril L. Jacobs
Notary Public
State of Texas

July 11, 2007
My Commission Expires

AFTER RECORDING, RETURN TO:

Lance E. Williams, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

EXHIBIT "A"

DEDICATORY INSTRUMENT

1. Assessment Collection Policy (adopted 8-12-04)

EXHIBIT "A - 1"

THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.**Assessment Collection Policy**

WHEREAS, The Homeowners Association of Heritage Ranch, Inc. (the "Association") has authority pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions for Heritage Ranch (the "Declaration") to levy assessments against Owners of Lots located within Heritage Ranch (the "Development"); and

WHEREAS, the Board of Directors (the "Board") finds there is a need to establish rules and orderly procedures for the collection of assessments that remain unpaid beyond the prescribed due dates and processing the application of the payments made by Owners in order to encourage Owners to promptly pay their assessments.

NOW, THEREFORE, IT IS RESOLVED that the following rules, procedures and practices are established for the collection of assessments and for the application of payments made by Owners and the same are to be known as the "Assessment Collection Policy" for the Association:

1. Policy Objectives. The collection of assessments owed by owners and the application of their payments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:

a. The Association will diligently pursue collection of all assessments, including annual assessments, special assessments and special individual assessments (hereinafter the three types of assessments are sometimes referred to as "assessments").

b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.

2. Ownership Interests. Pursuant to Article V of the Declaration, the person who is the Owner of a Lot as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Lot if expressly assumed by them. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.

3. Due Dates. The due date for annual assessments is the first day of January. The Board may, at its option, change the annual assessments to an annual, quarterly or monthly assessment and determine the due date thereof. The due date for a special assessment and a special individual assessment shall be set by the Board in the notice of assessment to the Owners, or if no date is given in the notice, then the due date shall be thirty (30) days after the date the notice of the assessment

is given to the Owner. The due date for any assessments shall be collectively referred to in this Assessment Collection Policy as the "Due Date". Any assessment which is not received by the Association on or before thirty (30) days of the Due Date is delinquent (the "Delinquency Date").

4. Reminder Notice. If an assessment has not been received by the Association on or before the Delinquency Date, the Association will send a reminder invoice to the Owner (referred to as the "Reminder Notice") which will include the unpaid assessments, collection fees and interest charges claimed to be owing. The Reminder Notice will be sent via first-class United States mail.

5. Default Letter. If an assessment has not been received by the Association within the thirty (30) days following the Due Date, the Association will send a default notice (referred to as the "Default Letter") to the Owner notifying the owner of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first-class United States mail and will, at a minimum, include the following information:

a. The unpaid assessments, late charges, interest, collection costs and the handling charges claimed to be owing.

b. A statement that the Association may refer the matter to legal counsel for the Association and that once such referral has occurred, the Association will seek reimbursement for all attorney's fees and related costs incurred.

6. Interest. In the event any assessment, or any portion thereof, is not paid in full and received by the Association on or before the Delinquency Date, interest on the principal amount due shall be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum and shall accrue from the Due Date until paid. Such interest, as and when accrued hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein and in the Declaration for assessments.

7. Late Charge. In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, a late charge in the amount of \$25.00 shall be assessed against the Owner and his or her Lot. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however, that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

8. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:

a. Any handling charges, administrative fees, postage or other expenses incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.

b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of such check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's Lot.

c. Any fee or charge becoming due and payable pursuant to this Paragraph 8 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.

9. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding to the extent of and in the following order unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner:

a. First, to interest;

b. Second, late charges;

c. Next, to handling charges, returned check fees and collection costs incurred by the Association;

d. Next, to attorney's fees and related costs advanced by the attorney for and on behalf of the Association;

e. Next, to delinquent special individual assessments;

f. Next, to delinquent special assessments;

g. Last, to outstanding annual assessments, quarterly assessments or monthly assessments, though same may not then be delinquent.

10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot (as defined by Article I, Section 1.20 of the Declaration) for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the

Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.

11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.

12. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after the sending of the Default Letter (as provided for above), Management, on behalf of the Board, or the Board may, as soon as possible thereafter, refer the delinquency to the legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein and in the Declaration.

13. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal fee or any other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

IT IS FURTHER RESOLVED that this Assessment Collection Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing rules, policy and/or resolution was adopted by the Board of Directors at a meeting of same on 12 Aug, 2004, and has not been modified, rescinded or revoked.

DATE: 8/12/04

[Signature]
Secretary

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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 COLLIN)
I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on

OCT 22 2004

Brenda Taylor



Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Oct 22 2004
At 3:27pm

Doc/Num : 2004- 0154046

Recording/Type:AM 30.00
Receipt #: 41952