

20091028001317340 10/28/2009 11:50:15 AM AM 1/7

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

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

THIS SECOND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH (this "Second Amendment") is made this 27 day of OCTOBER 2009, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").

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 15, 2001, and refiled 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.*, of the Deed Records of Collin County, Texas (the "Notice"); and

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

WHEREAS, on or about October 22, 2004, the Association filed a First Amendment to Notice of Filing of Dedicatory Instruments for Heritage Ranch at Volume 5780, Page 03187 *et seq.*, of the Deed Records of Collin County, Texas (the "First Amendment"); and

WHEREAS, on or about August 8, 2005, the Association filed a Corrected First Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch at Volume 5976, Page 00016 *et seq.*, of the Deed Records of Collin County, Texas (the "Corrected First Supplement"); and

WHEREAS, on or about November 9, 2005, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch at Volume 06042, Page 03874 *et seq.*

of the Deed Records of Collin County, Texas (the "Third Supplement"); and

WHEREAS, the Association desires to amend the Second Supplement to include the additional dedicatory instrument entitled "Heritage Ranch Golf & Country Club - Policy and Guidelines for Annual Passholders," attached hereto as *Exhibit "1"* and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as *Exhibit "1"* 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 Second 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: Charles Henkle
Its: Board of Directors, Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Charles Henkle, Board Director 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 27 day of October, 2009.

Deborah S. Hawkins
Notary Public - State of Texas
2-25-2012
My Commission Expires

AFTER RECORDING, RETURN TO:
Riddle & Williams, P.C.
3710 Rawlins Street, Suite 1400
Dallas, Texas 75219



G:\Notice.ded\Heritage Ranch-4thSupp

EXHIBIT '1'

Heritage Ranch Golf & Country Club – Policy and Guidelines for Annual Passholders

HERITAGE RANCH GOLF & COUNTRY CLUB
POLICY AND GUIDELINES FOR ANNUAL PASSHOLDERS

A. Effective Date: May 21, 2009

B. Purpose of the Document

This document has been created to inform the HRG&CC Golf Committee, the HRG&CC Board of Directors, Residents and Non-Residents regarding the conditions under which credits will, and will not, be granted for persons purchasing an Annual Golf Pass. This document is recommended for implementation by the Golf Committee as of May 21, 2009 and was approved by the Heritage Ranch Board of Directors on 10/12/2009.

C. Applicability

This document applies to holders of the following passes:

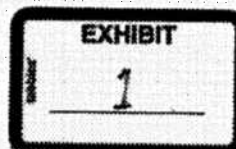
1. 7 Day Annual Pass – Individual and Spousal
2. 5 Day Annual Pass – Individual and Spousal
3. 36 Round Pass
4. 24 Round Pass

This Policy does not apply to Ranch Club passes.

D. Intended Outcome

Each Passholder will be asked to sign an annual disclosure statement from HRG&CC covering the terms and conditions of the Pass. As stated in the disclosure, the cost of the Pass is non-refundable. However, it is the intent of the Board to recognize that there are certain conditions under which credits may be considered. These conditions are:

1. Resignation (See Section 3.3 of HRG&CC Rules and Regulations)
2. Repurchase (See Section 3.4 of HRG&CC Rules and Regulations)
3. Illness/Injury resulting in temporary inability to play golf
4. Death
5. Permanent Disability



Before purchasing an Annual Pass, it is the responsibility of the Passholder to carefully read the terms and conditions of the pass and take the opportunity to ask any questions that may influence their decision.

E. Procedure for applying for credit

It is incumbent on a Passholder to provide all information reasonably necessary to enable the Golf Committee to resolve a request for credit. To apply for credit, a Passholder must submit to the Golf Committee a written request stating as a minimum the diagnosed condition(s) that renders him/her unable to play golf, the date of inception of the condition(s), expected duration of his/her inability or whether a permanent disability, and name of attending physician. The Golf Committee shall consider the request at the next regular meeting and shall have the prerogative to hold discussions with the Passholder, any witnesses and with the physician (with Passholder's consent), and request additional evidence considered helpful in reaching a recommendation. The Golf Committee shall report its recommendation to the HOA Board of Directors for final determination and the Golf Committee will notify the Passholder in writing of the Board's decision. When a Passholder is able to resume playing, or in the case of permanent disability or death of spouse, the Golf Committee will assess the dollar amount of credit available to be carried over.

F. Credits – Guidelines for Implementation

When considering requests for credits, the Golf Committee and the HOA Board will consider the following guidelines:

1. If a Passholder is purchasing the Annual Pass under a monthly payment plan, the pass can be cancelled with 30 days written notice to the HOA.
2. If a Passholder suffers an extended illness or injury and as a direct result is unable to play golf for a minimum of 90 days (12 month maximum), a credit will be applied to the purchase of the next annual pass that Passholder purchases. Prorated credit shall be calculated beginning with the first day of documented illness/injury and ending with the first resumption of play at Heritage Ranch Golf & Country Club (see #7 below for further conditions). Example: Player A purchased a 7 Day Annual Pass on January 1, 2009 and is incapacitated from March 1, 2009 through June 30, 2009. When Player A purchases their 2010 Annual Pass, they would receive a credit against the purchase of the 2010 Pass in an amount equal to $(122/365) \times (\text{\$Value of 2009 7 Day Annual Pass})$.
3. In support of a request for credit a Passholder shall provide documentary evidence from the treating physician regarding the expected duration of recuperation and history of the illness/injury.

4. The illness or injury must pertain to the individual holding the Annual Pass – not a spouse or companion.
5. When the Passholder has purchased a 24 or 36 Round Pass, proration will assume that 2 or 3 rounds of golf, respectively, are played each month of the applicable calendar year (or the remaining rounds left on the pass, whichever is less).
6. When the illness or injury has ended, the affected Passholder can receive credit against any purchase of any type of Annual Pass upon resumption of golfing activity.
7. Credits will apply to the next Annual Pass purchased following the end of the injury or illness and assumes that the Passholder applies for the HRG&CC Annual Pass as soon as golfing activity is resumed (play at other clubs prior to applying for the HRG&CC Annual Pass will void the credit).
8. There will be no cash refunds issued regardless of illness or injury conditions (Repurchases are covered under the HRG&CC Rules and Regulations).
9. Credits will only be applied against Annual Green Fees and Trail Fees.
10. In the case of spousal Passholders, proration and credit will be applied against the fees for the player according to the rounds of play in the year marked by the start of the injury or illness (Example #1: Individual Player A is injured in April of 2009 and misses 6 months of play. Spousal Player B plays 100 rounds in 2009 and Individual Player A totals 60 rounds in 2009. Credit of 6 months of 2009 fees will be credited against Player A's 2010 fees at the Spousal Annual Pass rate for 2009. Example #2: Individual Player A is injured in April of 2009 and misses 6 months of play. Spousal Player B plays 60 rounds in 2009 and Individual Player A totals 100 rounds in 2009. Credit of 6 months of 2009 fees will be credited against Player A's 2010 fees at the Individual Annual Pass rate for 2009).
11. A Spousal Annual Pass cannot be paired with a lower level Individual Annual Pass. (7 Day Individual Annual Pass/5 Day Spousal Annual Pass is OK - 5 Day Individual Annual Pass/7 Day Spousal Annual Pass is not OK)
12. In the event of the death of a Passholder, prorated credit will be applied to the Spouse/Partner/Companion's next Annual Pass at whatever rate applies based on which Passholder played more rounds in the year the death occurred.
13. In the event of permanent disability of a Passholder, prorated credit will be applied to the Spouse/Partner/Companion's next Annual Pass at whatever rate applies based on which Passholder played more rounds in the year the disability occurred.
14. If the available credit exceeds the cost of the next Annual Pass, the excess will be lost and not refunded.
15. No credit shall be applied to merchandise, food and/or beverage.
16. Credit and proration only applies to the next calendar year's Annual Pass unless the illness or injury period includes a full calendar year.

17. In the event of termination without cause by the Passholder, there will be no refund, per the disclosure statement. However, the HRG&CC Board of Directors may choose to repurchase the Annual Pass with 30 days notice at the sole discretion of the Board. In this case, where the Board chooses to Repurchase, it is suggested that the Board would consider converting the Annual Passholder to a monthly payer status and prorate accordingly.

G. Reference Documents

- I. HRG&CC Covenants, Conditions & Requirements, version dated 03/20/2001
- II. HRG&CC Rules & Regulations (Article III), version dated 06/12/2003
- III. HRG&CC Annual Pass Rules & Regulations, version dated 06/12/2003
- IV. Annual Passholder Agreement Form, version dated 05/01/2008

End of Document

Approved by: 

HOA Board of Directors

Date: 10/12/2009



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/28/2009 11:50:15 AM
\$40.00 BNOPP
20091028001317340

