

**SUPPLEMENT AND AMENDMENT
TO
NOTICES OF FILING OF DEDICATORY INSTRUMENTS
FOR
HERITAGE RANCH**

**[Revision to Rules and Regulations; Clubhouse Use Policy; Dance Club Bylaws;
Amended Design Guidelines (Yard Ornaments); Modifications to Residential
Design Guidelines]**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS SUPPLEMENT AND AMENDMENT TO NOTICES OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH (this "Supplement and Amendment") is made this 1st day of March 2017, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").

WITNESSETH:

WHEREAS, U.S. Home Corporation ("Declarant") prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch" filed of record on or about March 15, 2001, and refiled on March 20, 2001, as Instrument No. 2001-0029029, at Volume 04879, Page 01570 *et seq.*, of the Real Property Records of Collin County, Texas, as amended and supplemented (the "Declaration"); 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 Real Property 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 Real Property 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 Real Property 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 Real Property 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 Real Property 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 Real Property Records of Collin County, Texas (the "Third Supplement"); and

WHEREAS, on or about October 28, 2009, the Association filed a Second Amendment to Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 20091028001317340 of the Real Property Records of Collin County, Texas (the "Second Amendment"); and

WHEREAS, on or about January 30, 2012, the Association filed a Fourth Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 20120130000100000 of the Real Property Records of Collin County, Texas (the "Fourth Supplement"); and

WHEREAS, on or about October 16, 2012, the Association filed a Fifth Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 20121016001311940 of the Real Property Records of Collin County, Texas (the "Fifth Supplement") and

WHEREAS, on or about March 4, 2014, the Association filed a Supplement and Amendment to Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 2014000304000197150 of the Real Property Records of Collin County, Texas (the "Supplement/Amendment") and

WHEREAS, on or about April 23, 2015, the Association filed a Second Supplement and Amendment to Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 20150423000460620 of the Real Property Records of Collin County, Texas (the "Second Supplement/Amendment") and

WHEREAS, on or about March 16, 2016, the Association filed an Amendment to Notices of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 20160316000311070 of the Real Property Records of Collin County, Texas (the "Amendment"); and

WHEREAS, the Association desires to amend Article VI of the Heritage Ranch Rules and Regulations originally recorded by the Second Supplement by recording the document attached hereto as *Exhibit "A"* and incorporated herein by reference; and

WHEREAS, the Association desires to replace the Heritage Ranch Policy – Clubhouse Use originally recorded by the Fifth Supplement by recording the document attached hereto as *Exhibit "B"* and incorporated herein by reference; and

WHEREAS, the Association desires to supplement the Notice by recording the Heritage Ranch Dance Club Bylaws attached hereto as *Exhibit "C"* and incorporated herein by reference; and

WHEREAS, the Association desires to amend the Residential Design Guidelines originally recorded by the Third Supplement by recording the document attached hereto as *Exhibit "D"*

(relating to Yard Ornaments) and incorporated herein by reference; and

WHEREAS, the Association desires to supplement Paragraph B (Architecture) of the Residential Design Guidelines originally recorded by the Third Supplement by recording the Standby Electric Generator guidelines attached hereto as *Exhibit "E"* and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as *Exhibits "A-E"* are true and correct copies of the originals and are 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 Supplement and 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

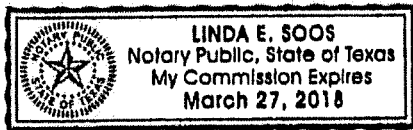
By: John Waupsh
Printed Name: John Waupsh
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared John Waupsh, 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 1 day of March 2017.



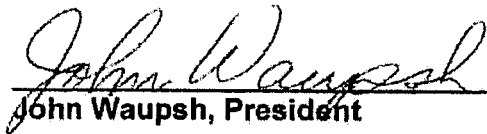
Linda E Soos
Notary Public - State of Texas
3/27/2018
My Commission Expires

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Dedicatory Instruments

- Exhibit "A" Revision to Rules and Regulations (Article VI)
- Exhibit "B" Heritage Ranch Policy – Clubhouse Use
- Exhibit "C" Heritage Ranch Dance Club Bylaws
- Exhibit "D" Revisions to Residential Design Guidelines Modification
(Yard Ornaments – January 2017)
- Exhibit "E" Supplement to Design Guidelines (Standby Electric Generators)

The Board of Directors of the Homeowners Association of Heritage Ranch voted unanimously to approve the attached revision of the Heritage Ranch Rules and Regulations at the October 14, 2016 Board Meeting.

 10/14/16
John Waupsh, President Date

6.17 NON-GOLFER USE OF PATHS AND COURSE

The Board understands that our residents enjoy the beauty of our golf course whether they are golfing or not.

We depend on the revenue from golfers who, also, purchase food that helps minimize assessment increases.

Golfers pay a fee to play our golf course without expecting non-golfers to be on the golf course keeping them from finishing their round or in danger of being hurt.

The Purpose of the following rules:

- For the safety of those playing on the golf course
- Minimize damage and maintenance costs to the golf course
- Respect for the golfers who have paid to use the golf course
- Safety of non-golfers in the golf course area

Use of the golf paths by non-golfers for walking, jogging or riding bicycles and golf carts is a privilege that has been granted by the HOA Board with the following restrictions:

- Tees, fairways, greens and sand bunkers are for golfers only. Recreational playing on the golf course, especially greens and sand traps is prohibited. To avoid damage to the golf course, NO ONE should be on any part of the course when frost or icy conditions exist.
- If golfers appear, non-golfers must exit the golf course as quickly and expeditiously as possible.
- Per the Golf Committee, the safest and preferred times to be on the course are before 7AM (7:30 AM in the winter) and after 7 PM. But there is a strong chance that even after 7 PM until dark, golfers will be on the course hurrying to finish their golf round, especially in the summer.
- Homeowners are responsible for informing visitors of the rules of non-golfer use of paths and course.

Be aware of the following facts:

- Rain or cold does not mean the course is closed or that golfers are not present. Call the Golf Shop for information about the course conditions.
- There are many "blind" areas on the golf course where golfers will not be aware or expect non-golfers to be on the course. A hole may be vacant, but golfers may be coming.
- Golf starting times and places vary by the time of year and events being played. There may be no one on the course, but a "shotgun" start can fill the course in a matter of minutes.



**HERITAGE RANCH POLICY
CLUBHOUSE USE**

A. Purpose

The purpose of this document is to define the policies and procedures for reserving and using the Clubhouse at Heritage Ranch.

B. Definitions

Resident Organization/Club - A "Resident Organization" or "Club" is defined as any group of homeowners at Heritage Ranch that elects officers, charges dues, charges for attendance at sponsored activities or conducts fund raisers.

Group - An organization of homeowners that does not meet the definition of a "Club."

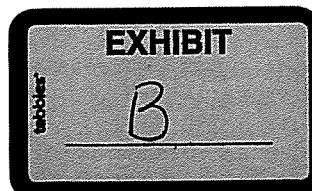
HOA Management - For the purposes of this Policy, includes the General Manager, the Community Events Director, the Director of Catering and Events, the Director of Food and Beverages, and other Management staff. (Please refer to the HOA Website, www.heritageranchhoa.com, for current list of names, positions and contact information in "Management Contacts" under "Contacts.")

Default Set-up - This is the configuration of tables, chairs, dance floor, etc. that is used in a room the majority of the time. Users are encouraged to use the default set-up if possible. (See "Clubhouse Usage & Maintenance Procedures" under "Resources" on the HOA Website.)

Hierarchy - A group of persons or things arranged in order of rank, grade, class, etc. In this Policy it refers to the system used for the annual scheduling of events and activities at Heritage Ranch.

Bumping - This process may occur when a group, Club or individual has reserved a room at the Clubhouse for a non-revenue generating event on a specific date. If HOA Management has the opportunity to book a revenue generating event on the same date, the initial group, Club or individual may be moved or cancelled. Standard policy provides that bumping will not occur within 14 days or less of the date of the event.

No-Bump - The process by which a user can reserve space in the Clubhouse without risk of losing their reservation to another user or revenue generating event.



C. Scheduling

The Heritage Ranch Clubhouse rooms available for scheduling are: the Ballroom - Stage Side, West Side, or entire Ballroom; the Oak Card Room; the Oak Billiards Room; and the Elm Arts & Crafts Room - Large Side and Small Side.

HOA Management is responsible for overseeing scheduling of the Clubhouse, and is also responsible for the Scheduling System in use in the Clubhouse. This responsibility includes assuring that data in the system is correct and easily available for on-site personnel, the Website, newsletter, and set-up staff.

1. Individuals, Clubs or groups who wish to reserve rooms at the Clubhouse must contact HOA Management and request use of specific facilities on specific dates and times. The annual scheduling process begins in October when Room Reservation Forms become available. After Forms are submitted, the Community Events Director uses a "hierarchy" system to assign rooms to Clubs, groups and individuals (see Section G.) Requests for available rooms can also be made on a first come, first served basis throughout the year.
2. Scheduling of resident and outside events which include the purchase of food and beverages is initiated through the Director of Catering & Events.
3. If set-up, tear-down, or cleanup is required, the time to accomplish this activity must be included in the scheduling. This scheduling ensures that the facility "downtime" is factored into the schedule and allows the Community Events Director and the Director of Catering & Events to plan for the required set-up, tear-down and clean-up.
4. When groups, Clubs or individuals require rooms for rehearsals in the Clubhouse, this use must also be scheduled. Rooms will be reserved based on space available.
5. If problems with conflicting schedules or special needs arise, the using groups must contact the Community Events Director to attempt to achieve a successful resolution of the conflict.
6. Several days of the year are in high demand and the use of various rooms at the Clubhouse is set aside for revenue generating events. These events, scheduled through the Community Events Director and/or the Director of Catering & Events may include but are not limited to weddings, anniversary parties, proms, reunions, golf tournaments, concerts, and special entertainment events. To prevent scheduling conflicts, these days should be avoided by other Heritage Ranch groups and Clubs. These high demand days are:

June Weekends	Fourth of July	Thanksgiving
December Weekends	Veteran's Day	New Year's Eve
All Saturdays	Mother's Day	Easter

D. Use of Facilities

1. The Heritage Ranch Clubhouse is reserved for use by HOA sponsored events, homeowner groups/Clubs, activities of homeowners with a reasonable number of guests, and outside activities that are scheduled and approved by HOA Management, the Community Events Director and/or the Director of Catering & Events.
2. HOA Management is responsible for paying licensing fees for live and recorded music. (Examples are ASCAP, SESAC and BMI.) Performing Arts Clubs/groups are required to provide HOA Management with written notification that licensing fees for the use of scripts and any other copyrighted materials have been paid, including approval for script modifications or alterations if any are made when copyrighted materials are used during any performance or activity.
3. Outside revenue generating events must be forecast in each year's HOA Annual Operating Budget. This forecast should include golf tournaments, weddings, banquets, concerts, and other events which are used to back up the expected revenue included in the Annual Budget. No events over and above this "forecast and budgeted" usage will be allowed without prior discussion with the Community Events Director, the Director of Catering & Events and the General Manager, to ensure the usage of the Clubhouse is optimized for Food & Beverage revenue and homeowner benefit.
4. The Food & Beverage Department is responsible to provide food that is served in the Clubhouse and around the outdoor pool. HOA Management must approve in advance, the use of outside catering.
 - *On special occasions, certain dessert items such as wedding cakes, birthday cakes, etc., may be brought in from outside vendors. Communication must take place with the Director of Catering & Events and/or the Food and Beverage Director to obtain permission for these exceptions.
5. Use of Audio-Visual Equipment
 - * Use of Heritage Ranch owned audio-visual equipment is restricted to HOA approved events and activities in the Clubhouse.
 - * HOA Management is responsible to maintain the audio-visual equipment in good working order and to ensure that users of the equipment receive instruction in its proper use.
 - * Clubs and organizations using the Clubhouse audio-visual equipment must have at least 2 people who are trained in the proper use and care of the equipment.
 - * Access to the audio-visual equipment must be limited to trained staff and homeowners.
6. Individuals, Clubs or groups who reserve Clubhouse rooms and later decide to cancel use of the room, must notify the Community Events Director no later than 48 hours prior to the planned event. If no prior notice of cancellation of the room is given, and the room is unused as many as three times, HOA Management may cancel the annual room reservation schedule for the individual, Club or group.

E. Facility Set-up

1. The organizer of an event, whether the Director of Catering & Events or the Community Events Director, will oversee scheduling of the event, Clubhouse room set-up, support and maintenance, including evenings and weekends. Support will include maintenance of the restrooms when the Clubhouse is reserved for use.
2. Staffing for set-up must come from HOA Management Staff, Food & Beverage staff, Golf personnel or temporary employees.
3. Non-Residents of Heritage Ranch are not covered by the Recreational Amenities Use Agreement (signed by Homeowners at time of home purchase), and shall not be used to do any activity such as building sets, moving sets, stage set up and other such items as are necessary. (See Recreational Amenities Use Agreement in "Forms" under "Resources" on the HOA Website.)
4. If Heritage Ranch groups or Clubs invite outside groups for performances, the group or Club shall provide HOA Management with proof of liability insurance or a signed liability waiver indemnifying the HOA, Management, Staff and the Board before the invited outside group will be allowed to perform at Heritage Ranch.
5. HOA Management is responsible for defining the "default set-up" for all rooms within the Clubhouse. The definition may include photos of furniture and equipment layouts to aid in room setup. (See "Clubhouse Usage & Maintenance Procedures" under "Resources" on the HOA Website.)
6. When Clubhouse rooms are reserved, the Community Events Director and/or the Director of Catering & Events will document any special set-up needs that are different from the "default set-up." This may include audio-visual requirements, Food and Beverage requirements and other special requests.
7. HOA Management will provide a Porter who will be on site for all events in the Clubhouse. The Porter will be responsible for the appearance of the Clubhouse, keeping the restrooms clean and will be available to resolve facility set-up problems.
8. Securing the building at the end of an event is the responsibility of the HOA Management staff or the Food and Beverage staff.

F. Charging For Facility Use

1. Each room at the Clubhouse has a standard "default" setup which determines how the room is set-up the majority of the time. Set-up of a room in a configuration other than the "default", may involve a charge to the using group.
2. Homeowner use of the Clubhouse facility is free of charge for non-commercial events, provided they don't require linens or other rental items. For commercial events room charges apply. If extensive set-up is required, there may be a charge for this service.

3. If Clubs or groups wish to reserve a room at the Clubhouse with a "No Bump" reservation, there may be a charge for this type of reservation. (See Section H, Criteria and Requirements for No-Bump Scheduling of Clubhouse Rooms.)
4. Outside events will be charged a fee for the use of the Clubhouse. If the room requires a configuration other than the "default" or if there is set-up and tear down required, there may be extra charges to the outside group to cover the cost.
5. After use, HOA Management is responsible to return the room to the default configuration unless the room is reserved for a function requiring a different set-up other than the default set-up.

G. Reservation Scheduling Hierarchy - Room Reservation Requests

Below are the major groups requesting room reservations and other services at the Heritage Ranch Clubhouse. Every effort will be made to accommodate all persons or groups wishing to use the Heritage Ranch Clubhouse. However, during the annual scheduling process the list below will be used to determine how room usage is scheduled when there is more than one request for a resource. In the event that there is more than one request with the same rank, the conflict resolution policies will be used to determine the schedule.

1. Major HOA Activity Events

These are the major production events sponsored by the Community Events Director. Examples are the Variety Show, Veterans Day, Chorale Concerts, Theatre Guild productions, Concert Series, July 4th, Kids Camp, and New Year's Eve. These events cannot be bumped from their scheduled dates and times. The annual schedule request should include the formal rehearsal(s) prior to the performance. Requests included in this group should be made to the Community Events Director.

2. Revenue Generating Events

These are room rentals and food and beverage purchases requested by resident and external customers who are paying for the use of the Clubhouse. Examples of these events are weddings, proms, residents' private events with food and beverage purchases, and external golf tournaments. These events normally have priority over other requests for rental except for the Major HOA Activity Events. Even though booked after the annual scheduling process, these events may bump all other events except Major HOA Activity Events and events scheduled under the No-Bump Policy (Section H) of this document. Requests included in this group should be made to the Director of Catering & Events.

3. HOA Activity Sponsored Events

These include room reservations for HOA Activities which are part of the year's Activity Agenda. Examples are classes, Heritage Ranch Games, Trivia, and Dances. Ideas from residents for such events should be directed to the Community Events Director.

4. Heritage Ranch Club or Committee Events

These include room reservations for officially sanctioned Heritage Ranch bylawed Clubs and HOA Standing Committees. Examples are Golf Association meetings, Theatre Guild meetings, Dance Club meetings, Republican Club and Democratic Club meetings, Travel Club meetings, and other Standing Committee meetings.

5. Heritage Ranch Group Event

These are events for Heritage Ranch residents that are announced in the Newsletter or on the Website and are open to all Heritage Ranch residents. These groups do not have by-laws or charters. Examples are Poker, Bridge, Mah Jongg, Boomers, and Photography Group. Rooms are reserved on a Room Reservation Form based on days and times needed as part of the yearly reservation scheduling process, or on a first-come, first-served basis once the annual scheduling process has been completed.

6. Resident Private Event

These are Heritage Ranch residents' private events that are not open to all HR residents. These events can move up in the Hierarchy by booking the room and paying the appropriate room rental rate or requesting food and beverage service, to guarantee the room will be available.

Conflict Resolution

- * The Community Events Director and the user group will look for acceptable alternative times and/or rooms.
- * The Community Events Director will work with the Chairman of the Activities Committee for resolution.
- * The Activities Committee may set-up a "Mediation Sub-Committee" to assist in the conflict resolution process.
- * When evaluating conflicting requests for the same facility, priority will be given to the group providing benefit to the largest number of homeowners.

Bumping Following the Annual Scheduling Process

- * Bumping by revenue generating events scheduled after annual scheduling will affect only one group. The bumping does not ripple down the Hierarchy.
- * The "bumped group" has several options: (1) move to a different room, if available, (2) meet at a different time, (3) move to a facility other than the Clubhouse or

(4) cancel the event.

- * Individuals, Clubs or groups who are bumped by a revenue generating event, will receive notification by email and/or phone call from the Community Events Director or the Director of Catering & Events. It is the responsibility of the Club or group to provide a primary and alternate contact to Management for notification purposes.
- * Bumping will not occur within 14 days of the scheduled event.

H. No-Bump

Background

Some Resident Organizations (Clubs) or groups may desire to schedule an event not subject to being bumped by a revenue generating event. A Club or group may want to hire a speaker, band, or other entertainment, or have an event which includes food and beverages, and wants to ensure that a specific room is available on a specific date which cannot be bumped by another event. A "specific" request to schedule a NO-Bump room falls into a classification that is separate and distinct from any/all other room requests. Therefore, the "specific" NO-Bump reservation will have different requirements.

Criteria and Requirements for NO-Bump Scheduling of Clubhouse Rooms

1. Events must be open to all Heritage Ranch residents.
2. The Club or group booking the "NO Bump" event must schedule the event less than three months in advance. If an organization finds it necessary to secure a band, speaker or performer earlier than three months in advance, they may be given up to 4 months in advance to schedule the event.
3. If a Club, or group requests a room for the purpose of having a paid band or performer, a copy of a signed contract and/or a receipt of a deposit of at least \$200 paid to the band or performer will be required.
4. In all other cases, a NO-Bump reservation by a Club or group will require signing of a Contract which includes a fee for use of the desired room and agreement to appropriate penalties in case of cancellation.

*Fees will be \$250 for use of half the Ballroom or the Oak Billiards or Oak Card Room, or a fee of \$500 to reserve the entire Heritage Ranch Ballroom. Fees may be applied as follows:

*If the Club or group wishes to have food and/or beverages for a No-Bump event, the Fee may be used for those charges. If food and beverages are charged to individual club members and the charges amount to more than the Fee, the Fee will be returned to the Club or group, provided the event is held as scheduled.

*Food and/or beverage charges that may be less than the amount of the fee will be covered by the fee. The remainder of the fee will be charged to the Club or group for the specific No-Bump use of the Clubhouse.

*A Club or group may choose to use the fee for a room rental only, and no food and/or beverage purchase will be required.

*Cancellation of No-Bump events must be made to HOA Management at the earliest possible opportunity, and will be carefully reviewed. The Contract signed between HOA Management and the Club or group, will specify any cancellation penalties. NOTE: the circumstances under which a cancellation is made and/or the timing of a cancellation, may affect the ability of a Club or group to schedule any future NO-Bump events.

5. Organizations requesting a "specific" NO-Bump reservation will be required to provide details and reasons for the request to the Community Events Director or the Director of Catering & Events in a Contract signed by the Club or group and Management.

6. The Community Events Director normally issues contracts for bands hired for Heritage Ranch events. Alternately, a band (paid or unpaid) or a speaker or other entertainment (paid or unpaid) may be booked by the Club or group, or with the assistance of the Community Events Director.

7. If the Organization books the band, speaker, or other entertainment, it must provide the Community Events Director with a copy of a signed contract, proof of deposit by the Club, and/or a written or email confirmation for speakers and other entertainment. Insurance and/or insurance waivers must also be reviewed with the Community Events Director to ensure that HOA Liability issues are properly addressed.

8. All Food and Beverages associated with a "specific" NO Bump event, if any, must be purchased from the Director of Catering & Events. (See exception in "Use of Facilities", Item #4.)

I. Responsibilities

HOA Management Responsibilities

1. Set-up of the Clubhouse rooms including the tables and chairs.
2. Clean-up of the Clubhouse rooms after the event.
3. Return the Clubhouse rooms to the "default" configuration after the event.

Food and Beverage Staff Responsibilities


1. The Corral Bar will sell drinks to event participants. If the Food and Beverage staff determines that a bar in the ballroom will help to handle the flow, they may set up a bar for all or any part of the time. Note: For 100 or more people, bar set-up by the Food and Beverage Staff is likely.
2. A large bowl of ice, pitchers of water and plastic glasses may be provided at no charge if the Food and Beverage Manager determines that it will help speed up service.
3. The Bar Staff will collect the used glasses throughout the event.

4. Small Food or Snack items, if desired, would be provided by the Food and Beverage Staff with an appropriate charge. Any food or snack items brought in without a charge must be Itemized and approved by the Food and Beverage Director.

Club, Group, and/or Individual Responsibilities

1. Timely communication with the proper HOA Management Staff member (the Community Events Director, the Director of Catering & Events, or the Director of Golf) is required in order to follow all HOA policies and procedures for events at Heritage Ranch.
2. If decorations are desired, the Club, group or individual may provide them. They will arrange and place the decorations before the event. Following the event, the Club, group or individual will be required to remove all decorations. Examples are table cloths, party favors, flowers, etc.
3. The Club, group or individual is not allowed to bring in any food or beverages, unless a specific dessert or other food item has been pre-approved by the Director of Catering & Events and/or the Food and Beverage Director.
4. The Club, group or individual will be required to provide HOA Management with proof of liability insurance or a signed liability waiver indemnifying the HOA, Management, Staff and the Board before an invited outside group will be allowed to perform at Heritage Ranch.

Approved by Board of Directors of The Homeowners Association of Heritage Ranch



John Waupsh

12/21/2016

Date

HERITAGE RANCH DANCE CLUB BYLAWS

ARTICLE I

NAME

The name of the association is the Heritage Ranch Dance Club (HRDC).

ARTICLE II

EFFECTIVE DATE

The effective date for the formation of the Heritage Ranch Dance Club shall be March 28, 2016.

ARTICLE III

PURPOSE

The purpose of the Heritage Ranch Dance Club shall be:

To promote and nurture interest in all types of dance at Heritage Ranch.

To organize and present quality dance instruction to Heritage Ranch residents.

To promote dances for all residents at Heritage Ranch with live bands and recorded music.

To promote and organize participation in various outside events and dance venues.

To promote a positive social environment where dance, friendship and fellowship can thrive.



ARTICLE IV

MEMBERSHIP

Membership shall be open to any Heritage Ranch resident. Memberships shall be for the calendar year, with all memberships expiring on December 31, of each year.

ARTICLE V

DUES

Annual membership dues shall be recommended by the Board and approved by the membership. Dues must be paid on or before February 1st of each year. The dues may be changed at the Annual Meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated. Only Members with dues paid in good standing are eligible to vote or to be considered for office.

ARTICLE VI

OFFICERS / BOARD OF DIRECTORS

NOTE:

For purposes of this document, it shall be assumed that all uses of the terms "Heritage Ranch Dance Club", "HRDC", "Board", "Committee", "Member", and "Officer", refer specifically to the Heritage Ranch Dance Club (HRDC) except where the HOA Board of Directors is referenced.

Members of the Board shall be the President, Vice President, Secretary, Treasurer and the Past President who will exercise all powers of management of the HRDC. Each Officer shall serve without compensation.

Time, place and frequency of meetings of the Board shall be determined by the Board.

ARTICLE VII

ELECTION OF OFFICERS

The election of Officers shall take place during the Annual Membership Meeting in January of each year. Elected Officers shall take office on February 1, and continuing through January 31 of the following year.

Officers shall be elected for a one-year term by simple majority vote of the membership present at the Annual Meeting. Officers may serve a maximum of two consecutive terms unless the candidate is unopposed and willing to accept the office for additional terms.

Individuals residing in the same home cannot serve on the Board of Directors concurrently.

ARTICLE VIII

DUTIES OF OFFICERS

The Officers shall attend and participate in Board meetings and regular membership meetings.

President

The President shall preside at all meetings of the HRDC, shall call all special meetings and direct all activities of the HRDC. The President shall also work in concert with the Heritage Ranch Activities Committee, to ensure cooperative understanding of all HRDC events at Heritage Ranch. The President shall, with Board approval, appoint Committee Chairpersons and serve ex officio on all Committees. The President shall represent the HRDC on any advisory Committees.

Vice President

The Vice President shall act on behalf of the President during any absence and perform the duties of the President. The Vice President shall serve the unexpired term of the President should the President leave office. The Vice President shall represent the HRDC on any advisory Committees in the absence of the President.

The Vice President shall be responsible for chairing the Nominating Committee.

Secretary

The Secretary shall record and maintain the minutes of each meeting and distribute them to the membership. The Secretary shall write all letters, invitations and thank you notes as deemed appropriate. The Secretary shall maintain a roster of all active Members and their standing.

Treasurer

The Treasurer shall receive all membership dues and other funds unrelated to ticket sales, of the HRDC and deposit such funds in a non interest bearing account of a recognized bank. The Treasurer shall sign all authorized warrants and checks drawn on funds of the HRDC. All financial obligations shall be approved and authorized by the Board before payment. All checks will be signed by either the President or the Treasurer. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each meeting. The Treasurer shall ensure that new Members have been properly billed.

Past President

The Immediate Past President shall perform duties as directed by the President and shall be a voting member of the Board.

ARTICLE IX

REMOVAL OF OFFICERS

Any Officer may be removed from the Board for failure to attend three (3) consecutive scheduled meetings of the Board, which have been duly noticed in accordance with notification of scheduled meetings.

A vacancy in any position shall be filled by the HRDC Board. The appointment shall last for the balance of the vacant term.

ARTICLE X

COMMITTEES

The Board shall authorize and define the powers and duties of Committees. Openings for Chairs and Members of said Committees shall be posted in order that volunteers can be accepted annually and approved by the Board. Each Committee shall obtain Board approval for all major Committee events.

Each Committee shall consist of a Chairperson and Members as deemed necessary and will serve for no less than one year.

The Committees shall work closely with the Community Events Director (CED), in a mutually beneficial relationship.

These Committees may consist of:

INSTRUCTION COMMITTEE: The Instruction Committee shall assess the needs of the general membership to determine the variety of dance classes to be offered.

The Instruction Committee shall determine the willingness of members to obtain outside professional instruction with possible fees included.

The Instruction Committee shall research and contact dance instructors who may teach, either as volunteers, or for a fee.

EVENTS COMMITTEE: The Events Committee shall be responsible for planning dance events yearly to be held at Heritage Ranch.

The Events Committee shall be responsible for researching and planning scheduled trips to other local dance venues.

The Events Committee shall decorate the Ballroom before each event and remove decorations for storage after the event.

NOMINATING COMMITTEE: The Vice President shall chair the Nominating Committee which shall consist of a minimum of three Members. The Nominating Committee shall assemble a list of nominees who have expressed their interest to serve as an officer on the HRDC Board.

The Nominating Committee shall mail/email the proposed slate to the Members ten (10) days prior to the Annual Meeting.

ARTICLE XI

GENERAL RULES

Additional event fees may be charged for HRDC dances or other activities as deemed appropriate by the Committees with Board approval.

A vote of the general membership on a particular measure may be held by electronic means, such as e-mail or other similar equipment, other than elections of officers (unless there is only one nominee for any given position), or any changes in membership dues or changes to bylaws. At least 51% of current Members must participate in said electronic vote and a majority of Members participating shall carry the measure/election proposed.

ARTICLE XII

AMENDMENT TO BYLAWS

These Bylaws may be altered, amended, or repealed by simple majority vote of the ballots cast at the regular annual meeting or at any special meeting of the Members called for that purpose.

The Members shall not have the power to change the purpose of the Club so as to decrease its rights and powers or to deprive any Member of rights and privileges then existing, or so to amend the Bylaws to deviate from the original intents and purposes of the Club.

Notice of any amendment to be made at a special meeting of the Members must be distributed to the membership at least ten (10) days before such meeting and must set forth the amendments to be considered.

Any amendments to these bylaws must be approved by the HOA Board of Directors.

Approved by the Heritage Ranch Dance Club Membership

Dr. Faye Scovel Date: March 28, 2016

Approved by the Activities Committee Resident Organization

Karen Lynn Hill Date 4/15/16

Approved by the HR HOA Board

John Wayss Date 4/15/16

RESIDENTIAL DESIGN GUIDELINES FOR HERITAGE RANCH MODIFICATIONS

The above referenced Residential Guidelines for Heritage Ranch are modified as follows:

Page 13 of 22 - Paragraph B ARCHITECTURE of the Residential Design Guidelines, add subparagraph 19:

19. STANDBY ELECTRIC GENERATORS

1. A homeowner may submit a Modification Application to the Architectural Review Committee (ARC) requesting installation of a standby electric generator that converts mechanical energy into electrical energy and is:
 - a. powered by natural gas, liquefied petroleum gas, diesel fuel, bio-diesel fuel or hydrogen;
 - b. constructed as a single unit fully contained in an integral manufacturer's supplied sound attenuating enclosure;
 - c. connected to the main electrical panel of a home by a manual or automatic transfer switch approved by GCEC; and
 - d. rated for a generating capacity of not less than seven kilowatts.
2. Gasoline and compressed natural gas powered generators shall not be approved.
3. Use of natural gas as a fuel source is strongly ENCOURAGED as each Heritage Ranch house is piped for natural gas. Although permitted under Texas law, diesel fuel, bio-diesel fuel or hydrogen standby generators are strongly DISCOURAGED for a combination of reasons, including; higher purchase costs, limited run time due to small fuel tank size, scarcity of fuel supply, close proximity and smaller size of lots that restricts installation placement, volatility of fuel, noxious fume emission during test and run times, and as regard to hydrogen standby generators, unavailability. Although discouraged, such installations, if requested, shall be considered on a case by case basis and shall not be approved by the ARC unless also permitted by the Town of Fairview.
4. Standby generators shall comply with the following conditions and restrictions:
 - a. Installation, maintenance and periodic operational testing shall be performed only by a licensed contractor to assure compliance with manufacturer's warranty specifications and operation procedures, and shall conform to applicable health, safety, electrical, zoning and building codes, ordinances and regulations of the Town of Fairview, Collin County, State of Texas and United States governmental or regulatory bodies. After installation of a generator should there be an amendment or change to any such health, safety, electrical, zoning or building code, ordinance or regulation the generator and components shall be brought into compliance with such change(s). As a noise abatement measure, operational testing shall be commenced no earlier than 7:00 a.m. and shall be concluded prior to 7:00 p.m. If testing is expected to exceed 15 minutes of sustained run time, a generator owner shall give advance notice to lot owners within a 200 ft radius of the generator's location.



b. Any generator and/or component that becomes deteriorated, inoperative or unsafe shall be removed by the owner, including the wiring lines.

c. Any generator visible to view from a neighboring lot, street or from the common property shall require screening from such view with materials/plants approved by the ARC. Such materials/plants shall be maintained in good repair or growing condition, or replaced as necessary, for so long as the generator remains installed.

d. A generator shall not be used to generate all or substantially all of the electric power to a home, except when utility generated electricity is interrupted due to causes other than nonpayment of electric utility bills. When normal electric utility service is available standby generators shall not be operated to achieve peak use shaving nor by choice to reduce electrical utility costs.

e. Location of a generator and components on a lot shall require approval of the ARC and normally will be located on the side yard of a home in the vicinity of the electric service entry. Different placement will require sufficient justification as determined by the ARC.

f. Diesel and bio-diesel installations, if allowed, shall be piped to be capable of evacuating spoiled fuel to a disposal hauler.

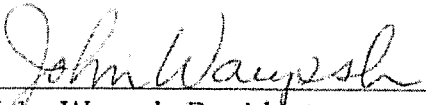
g. Electrical connections to the house service panel shall be permanent wiring.

h. Liquefied petroleum and hydrogen tanks, if allowed, shall be pressure tested at least once every five years and certified by a professional engineer or a licensed agent of the State of Texas.

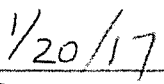
i. ARC approval of standby generators shall be subject to the Heritage Ranch governing documents and Town of Fairview ordinances related to, but not limited to property line setbacks, utility and drainage easements.

j. In the event of any diesel or bio-diesel fuel spill the generator owner shall be responsible for and shall promptly undertake clean up measures. Additionally, spills of two (2) gallons or more shall be promptly reported to the HOA.

Modification Approved by the Heritage Ranch Board of Directors January 20, 2017:



John Waupsh, President



Date

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Official Public Records
Stacey Kemp, County Clerk
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