

**NINTH AMENDMENT TO THE  
FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HERITAGE RANCH  
[Leasing]**

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

**THIS NINTH AMENDMENT TO THE FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE RANCH** (this "Ninth Amendment") is made this 28<sup>th</sup> day of October, 2022, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, U. S. Home Corporation recorded that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch on or about March 20, 2001, as Document No. 2001-0029029 in Volume 4879, Page 1570 *et seq.* of the Real Property Records of Collin County, Texas (the "Declaration"); and

**WHEREAS**, the Declaration was amended by the First Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch recorded on or about February 28, 2002, as Document No. 2002-0030675 in Volume 5116, Page 4214 of the Deed Records of Collin County, Texas (the "First Amendment"); and

**WHEREAS**, the Declaration was again amended by the Second Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch recorded on or about December 11, 2002, as Document No. 2002-0184086 in Volume 5314, Page 4298 of the Deed Records of Collin County, Texas (the "Second Amendment"); and

**WHEREAS**, the Declaration was again amended by the Third Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch recorded on or about December 4, 2003, as Document No. 2003-0235599 in Volume 5558, Page 3813 of the Deed Records of Collin County, Texas (the "Third Amendment"); and

**WHEREAS**, the Declaration was again amended by the Fourth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch recorded on or about June 25, 2003, as Document No. 2003-0119599 in Volume 5446, Page 5893 in the Deed Records of Collin County, Texas (the "Fourth Amendment"); and

**WHEREAS**, the Declaration was again amended by the Fifth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch

recorded on or about September 21, 2005, as Document No. 2005-0133599 in Volume 06007, Page 2463 of the Deed Records of Collin County, Texas (the "Fifth Amendment"); and

**WHEREAS**, the Declaration was again amended by the Sixth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch recorded on or about July 23, 2007, as Document No. 20070723001011120 of the Deed Records of Collin County, Texas (the "Sixth Amendment"); and

**WHEREAS**, the Declaration was again amended by the Seventh Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch recorded on or about September 25, 2007, as Document No. 20070925001325880 of the Deed Records of Collin County, Texas (the "Seventh Amendment"); and

**WHEREAS**, the Declaration was again amended by the Eighth Amendment to First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch, recorded on or about October 21, 2009, as Document No. 20091021001292030 of the Deed Records of Collin County, Texas (the "Eighth Amendment"); and

**WHEREAS**, Article XV, Section 15.2(b) of the Declaration provides that the Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class A votes in the Association; and

**WHEREAS**, the following amendment to the Declaration was approved by Members representing more than sixty-seven percent (67%) of the Class A votes in the Association.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. Article IX of the Declaration is amended by adding a new Section 9.27 thereto to state as follows:

Section 9.27. Leasing. "Leasing," as used in this Section, is defined as regular, exclusive occupancy of a Dwelling on a Lot ("Dwelling") by any person other than the Owner. For purposes of this Section, if a Dwelling is owned by a trust and the beneficiary of the trust is living in the Dwelling, that Dwelling shall be considered Owner-occupied rather than leased. "Leasing" shall not include a lease back in connection with the sale of a Lot, where the seller of the Lot transfers title to the Lot and then leases the Lot back from the purchaser. Dwellings may be leased only in their entirety. No short-term rentals or transient tenants may be accommodated in a Dwelling. Dwellings may not be used or leased for hotel purposes. For purposes of this Section, "short term rentals" shall mean lease/rental periods of less than six (6) months, including leasing a Dwelling on a nightly basis. Owners may not list their Dwellings as for lease on short-term rental websites such as [www.airbnb.com](http://www.airbnb.com), [www.vrbo.com](http://www.vrbo.com), [www.homeaway.com](http://www.homeaway.com) or other vacation or short-term rental website. All leases must be for a term of not less than six (6) months.

With respect to Dwellings which are subject to a valid written lease as of the effective date hereof, the above restrictions do not apply. Notwithstanding this exemption for Dwellings already subject to a valid written lease on the effective date hereof, upon termination of that lease, the Owner must comply with the above rules. Notwithstanding any provision to the contrary, the Board shall be empowered to allow leasing of Dwellings that do not comply with the above restrictions upon the Owner's written application for an exception because of undue hardship on the Owner. Those Owners who have demonstrated that the inability to lease their Dwelling would result in undue hardship and have obtained the requisite approval of the Board may lease their Dwelling upon the terms approved by the Board, at which time the Board will again review whether the hardship still exists to warrant an extension of the exception.

2. In the event of a conflict between this Ninth Amendment and any other provision of the Declaration, this Ninth Amendment shall control.

3. Except as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and this Ninth Amendment, the Declaration shall remain in full force and effect.

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

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

By: David A. Shister  
Printed Name: David A. Shister  
Title: HOA Board President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared David Wheeler, president of THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of October, 2022.



Karen Ford  
Notary Public for the State of Texas

My Commission Expires: 1-25-2026

**Collin County  
Honorable Stacey Kemp  
Collin County Clerk**

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**Instrument Number:** 2022000160320

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: November 01, 2022 04:29 PM

Number of Pages: 5

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**" Examined and Charged as Follows: "**

Total Recording: \$38.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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.

**File Information:**

Document Number: 2022000160320  
Receipt Number: 20221101000584  
Recorded Date/Time: November 01, 2022 04:29 PM  
User: Olivia C  
Station: Station 2

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF COLLIN**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp  
Collin County Clerk  
Collin County, TX