

ENVELOPE
ATTACHED

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

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THIS SECOND SUPPLEMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH (this "Second Supplement") is made this 11th day of December 2003, 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 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, the Association desires to supplement the Notice, as supplemented by the First Supplement, to include the dedicatory instrument attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" 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.

Document Scanned	
By: <u>ppacker</u>	Date: <u>1/12/04</u>
File Name: <u>Second Supplement - RC</u>	
<u>5591 0003 - 000075</u>	

IN WITNESS WHEREOF, the Association has caused this Second Supplement 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

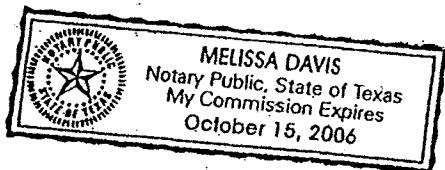
By: Michael P. Pray
Its: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Pray, 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 11 day of December 2003.



Melissa Davis
Notary Public
State of Texas
10-15-06
My Commission Expires

AFTER RECORDING, RETURN TO:
Lance E. Williams, Esq.
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 1050
Dallas, Texas 75219

G:\Notice.dcd\HeritageRanch-2ndSupp

EXHIBIT "A"

DEDICATORY INSTRUMENT

1. Heritage Ranch Golf & Country Club Rules and Regulations
2. Heritage Ranch Annual Golf Pass/Trail Pass Agreement and Golf Rules

5571 000038



Golf & Country Club

Table of Contents

HERITAGE RANCH GOLF & COUNTRY CLUB CLUBHOUSE & RECREATIONAL AMENITY HOURS OF OPERATION.....	3
CORRAL GRILL.....	3
BALLROOM.....	3
LIBRARY.....	3
ARTS AND CRAFTS ROOM.....	3
BILLARDS ROOM.....	3
19 th HOLE.....	4
GOLF SHOP.....	4
INDOOR POOL.....	4
OUTDOOR POOL.....	4
TENNIS COURTS.....	4
FITNESS ROOM.....	4
HERITAGE RANCH GOLF & COUNTRY CLUB RULES AND REGULATIONS.....	5
ARTICLE I DEFINITIONS AND APPLICATION.....	5
ARTICLE II PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS.....	7
ARTICLE III MEMBERSHIP POLICIES.....	7
ARTICLE IV PAYMENT OF DUES AND CHARGES.....	8
ARTICLE V INFRACTIONS AND DISCIPLINE.....	10
ARTICLE VI CLUBHOUSE AND GROUNDS RULES AND REGULATIONS.....	12
ARTICLE VII GOLF.....	16
ARTICLE VIII TENNIS RULES & REGULATIONS.....	18
ARTICLE IX SWIMMING POOL.....	20
ARTICLE X FOOD AND BEVERAGE.....	21
ARTICLE XI MISCELLANEOUS.....	22
HERITAGE RANCH GOLF & COUNTRY CLUB RECEIPT OF RULES AND REGULATIONS.....	26
ANNUAL GOLF PASS/TRAIL PASS AGREEMENT HERITAGE RANCH GOLF AND COUNTRY CLUB GOLF RULES.....	27

**HERITAGE RANCH GOLF & COUNTRY CLUB
CLUBHOUSE & RECREATIONAL AMENITY HOURS OF OPERATION**

The main club number is (972) 549-0072

The Golf Shop number for tee times is (972) 549-0276, or online bookings may be reserved at www.heritageranchgolf.com.

The Manager of the club, or his designee, shall have full and complete charge of the clubhouse and grounds at all times.

Hours of Operation:

CORRAL GRILL

- A. The hours of operation for the Corral Grill will be posted in the clubhouse.
- B. The Corral Grill may be closed at other times for special activities and private parties.

BALLROOM

- A. The hours of operation for the Ballroom will be posted in the clubhouse.
- B. The Ballroom may be partitioned or closed for special activities, functions and private parties.

LIBRARY

- A. The Library will be open to Club Members and their guests 19 yrs of age and older. The hours of operation for the Library will be posted in the clubhouse.

ARTS AND CRAFTS ROOM

- A. The Arts and Crafts Room will be open to Club Members and their guests 19 yrs of age and older. The hours of operation for the Arts and Crafts Room will be posted in the clubhouse.
- B. The Arts and Crafts Room may be partitioned or closed for special activities and functions.

BILLARDS ROOM

- A. The Billiards Room will be open to Club Members and their guests 19 yrs of age and older. The hours of operation for the Billiards Room will be posted in the clubhouse.
- B. The Billiards Room may be partitioned or closed for special activities and functions.

19th HOLE

- A. The 19th Hole will be open to Club Members and their guests 19 yrs of age and older. The hours of operation for the 19th Hole will be posted in the clubhouse.

GOLF SHOP

- A. The Golf Shop will be open from:
 6:00 AM to 8:00 PM March - October,
 7:00 AM to 5:00 PM November - February
 (Hours of operation may vary depending on seasons, weather, and maintenance operations)

INDOOR POOL

- A. The Indoor Pool will be open to Club Members and their guests 19 yrs of age and older. The hours of operation for the Indoor Pool will be posted in the clubhouse.

OUTDOOR POOL

- A. The Outdoor Pool will be open to Club Members and their guests 19 yrs of age and older. For guests 18 yrs of age and younger, the Outdoor Pool will be open for limited use Monday through Saturday. The Outdoor Pool will not be open to guests 18 yrs of age and younger on Sundays. The hours of operation for the Outdoor Pool will be posted in the clubhouse.
- B. The Outdoor Pool may be closed for special activities and functions.
- C. Club Members may have no more than 4 guests at the Outdoor Pool at one time.

TENNIS COURTS

- A. The Tennis Courts will be open year round. The hours of operation for the Tennis Courts will be posted in the clubhouse.

FITNESS ROOM

- A. The Fitness Room will be open to Club Members and their guests 19 yrs of age and older. The hours of operation for the Fitness Room will be posted in the clubhouse.
- B. Club Members may have no more than 4 guests in the Fitness Room at one time.

**HERITAGE RANCH GOLF & COUNTRY CLUB
RULES AND REGULATIONS**

This document sets forth the terms and privileges of membership in the Club and the policies and procedures under which the Club is operated. The task of enforcing these Rules and Regulations lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure Club Members of all the courtesies, comforts and services to which they are entitled. It is the duty of the Club Membership to know its Rules and Regulations and to cooperate with Club Management and staff in the enforcement of these Rules and Regulations.

These Rules and Regulations are effective January 1, 2003 and are subject to change from time to time at the sole election of the Board of Directors (the "HOA Board") of The Homeowners Association of Heritage Ranch, Inc. (the "Association" or "HOA").

**ARTICLE I
DEFINITIONS AND APPLICATION**

1.1 THE CLUB

The "Club" refers to the clubhouse, golf course, swimming, tennis and related facilities provided at Heritage Ranch Golf & Country Club located at 465 Scenic Ranch Circle, Fairview, Texas 75069. The "Club Owner" refers to the Association.

1.2 CLUB MANAGEMENT

The HOA Board has employed "Club Management" (Community Management Association and Western Golf Properties) to manage the Club. "Manager" refers to the general manager of the Club. Club Management has been delegated certain authority over affairs of the Club.

1.3 ADVISORY COMMITTEE

An Advisory Committee has been established to act in an advisory capacity only with regard to certain aspects of the operation of the Club. Such committee shall serve at the pleasure of the HOA Board and exercise only such powers and authority as the HOA Board may grant it from time to time. The number and term of office of members of the Advisory Committee shall be determined in the sole and absolute discretion of the HOA Board.

1.4 MEMBERSHIP

- (a) A "Club Membership" is the privilege by which persons enter onto the Club for the exclusive purpose of using and enjoying the available facilities at the times, in the manner and subject to the terms and conditions set forth in these Rules & Regulations. A "Club Member" is the person obligated for the payment of all fees, dues, fines and charges and will include Members of the Association as

described in the Covenants, Conditions and Restrictions. Club Members agree to be bound by these Rules & Regulations as presently enacted or hereafter amended. Amendments to the Rules & Regulations may be announced either by publication in the Club's newsletter or by posting at the Club. The Rules & Regulations as amended or supplemented will be maintained in the Manager's office and are available for review upon request.

- (b) Membership in the Club does not create any presumption that the facilities or services that are now or hereafter available will continue to be available. Membership privileges should not be viewed as an investment and no person obtaining membership privileges should expect to derive any economic benefits from membership in the Club. These Rules & Regulations, Application for Membership and other membership documents have not been reviewed nor endorsed by any federal or state authority.
- (c) Membership may be subject to disciplinary action, including fines, and or suspension, in accordance with these Rules & Regulations.
- (d) The HOA Board shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

1.5 FEES, DUES, AND CHARGES

- (a) All membership fees or deposits, transfer fees, fines, and miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined solely by the HOA Board. The HOA Board reserves the right to modify, change and add to these fees, deposits, dues, fines, and charges in its sole discretion. Membership in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges. A Club Member may be subject to disciplinary action, for failure to meet his or her financial obligations to the Club as set forth in Article IV. The schedule of fees, deposits, fines, and charges in effect at any given time is available for review at the membership office.
- (b) Dues will be reviewed annually by the HOA Board with the assistance of Club Management. The amount of fees to be payable by Club Members may be set at any level deemed appropriate by the HOA Board. Fees will be payable either in advance annually, or on a monthly basis. In the event a membership shall be prorated as of the date of issuance of such membership on the basis of the number of days remaining in the billing period.
- (c) Any amount due hereunder which is unpaid by a Member of the Association shall constitute a Special Individual Assessment against such Member pursuant to Section 5.6 of the Declaration and may be collected in the same manner as assessments levied under the Declaration.

1.6 MEMBERSHIP USE

Membership entitles a Club Member, his or her spouse and all guests who are accompanied by a Club Member, to use of the Club, provided all applicable fees, deposits, fines, and charges are timely paid.

1.7 APPLICABILITY OF RULES AND REGULATIONS

These Rules & Regulations apply to all Club Members, Club Member's families, business designees, and guests.

1.8 NON-MEMBER USE OF CLUB

The HOA Board shall have the right from time to time to allow non-members of the Club to use of the facilities located at the Club during designated times, including non-member tournaments, banquets, weddings, private parties, and other functions.

**ARTICLE II
PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS**

2.1 HOA FULL GOLF / FULL RECREATIONAL AMENITIES

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to all privileges of the golf course and practice facility, swimming facilities, tennis facilities and clubhouse.

2.2 HOA PARTIAL GOLF / FULL RECREATIONAL AMENITIES

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to purchase annual greens fees with the option of purchasing annual trail and range fees.

2.3 HOA FULL RECREATIONAL AMENITIES

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to all privileges of the clubhouse and recreational amenities.

**ARTICLE III
MEMBERSHIP POLICIES**

3.1 ELIGIBILITY

- (a) All Homeowner's in Heritage Ranch are club members of The Homeowners Association of Heritage Ranch, Inc. and membership in the club is limited to members of The Homeowners Association of Heritage Ranch, Inc. A person qualified for membership shall become a Club Member after (i) submitting an agreement to abide at all times by the Rules & Regulations as then enacted or thereafter amended; (ii) satisfactory completion of any period of provisional status that may be established; (iii) payment of, or satisfactory arrangement to pay, the initial fees and dues related to membership.

3.2 LEAVES OF ABSENCE

Leaves of absence for all memberships are not permitted. There is no policy permitting inactive status.

3.3 RESIGNATION

A Golf Member may resign at any time upon providing Club Management with thirty (30) days prior written notice, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to the Club have been settled. No refund or proration of any deposits, or fees will be made to any Club Member resigning from the Club. Resigning Golf Members remain liable for all dues and charges accrued up to the Effective Date of their resignation.

3.4 REPURCHASE

- (a) The HOA Board reserves the right to terminate any golf membership for any reason it deems is in the best interest of the Club, by paying to the Club Member the then current Membership Deposit amount. The right of repurchase and buy-out may be exercised with or without the Club Member's permission and even if the Club Member is in good standing and has paid all outstanding dues and charges.
- (b) If the HOA Board elects to repurchase the golf membership of a Club Member who has outstanding dues or charges, the Club shall have the right to offset such dues or charges against the amount to be paid to said Club Member.
- (c) Termination of a Member's golf membership will not terminate his or her membership in the Association.

ARTICLE IV PAYMENT OF DUES AND CHARGES

4.1 STATEMENTS AND PAYMENTS

Monthly statements are prepared on the last day of each month and normally mailed within three (3) to four (4) working days thereafter. Payment is due and must be received (not merely postmarked) by the 20th day of the following month. A one and one half percent (1.5%) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Club Management may place any Member on a cash basis for any or all services otherwise provided for credit, at any time. Club Management may, at its election, require all members to keep an active major credit card number and billing information on file together with an authorization for Club Management to bill such credit card for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2 (b) below.

4.2 PAST DUE, DELINQUENCY

- (a) 30-Days Past Due: If a Club Member's account becomes thirty (30) days past due, the Club Member will be notified by mail that his or her charging privileges has been suspended.

- (b) 60-90 Days Past Due. Any Club Member whose account becomes sixty (60) days past due will be notified by certified mail that his or her membership privileges will be suspended if payment is not received within ten (10) days. The Club Management may automatically bill any Club Member's account which is more than sixty (60) days past due to any major credit card of said Club Member on file at the Club.
- (c) 90 Days Past Due. The Membership of any Club Member whose account is more than ninety (90) days delinquent will be notified by certified mail that his or her membership privileges have been suspended and that his or her membership will be revoked and forfeited to the Association if payment is not received within ten (10) days. Such forfeiture shall not prejudice or affect in any manner the right of the Association or Club Management to collect such delinquent indebtedness. The Club Management will automatically bill any Club Member's account which is more than ninety (90) days past due to any credit card of said Club Member on file at the Club.
- (d) Frequent Delinquency Revocation. The membership of any Club Member whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or non-consecutively, may, at the HOA Board's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of the Association or Club Management to collect such delinquent indebtedness.

4.3 RETURNED CHECKS

All Club Members shall be charged an additional twenty-five (\$25.00) on their statement for any checks returned from the bank for insufficient funds or the Association's or Club Management's actual cost of recovery, whichever is greater.

4.4 CREDITING OF ACCOUNT

Club Members with any questions regarding charges on their statement should contact Club Management's accounting office. All bills must be paid in full, and any credits due to the Club Member will be credited on the following month's statement. Under no circumstances may a Club Member adjust his or her own account. A credit may never be taken against any initiation fee or deposit.

4.5 FOOD CHARGES

All food and beverage charges are subject to a service charge and to applicable sales tax. The HOA Board may, in its sole discretion, impose a minimum monthly, quarterly, semiannual or annual charge for food and beverage purchases at the Club. The HOA Board may, from time to time, increase or decrease the minimum charge as it deems necessary or advisable.

Each Club Member residence in Heritage Ranch will be assessed a semiannual minimum food and beverage charge of \$300.00 (\$50.00 per month). The first semiannual period will begin January 1st and end June 30th of each year. The second semiannual period will begin on July 1st and end on December 31st of each year.

Each time the Club Member uses food and/or beverage service at the Club, the Club Member must present his or her membership card to the service provider and the service provider will record the transaction in the point of sale computer system. This procedure applies to cash or credit transactions. The Club Member is responsible for presenting the membership card and insuring that the appropriate credit is recorded for the purchase. A record will be kept of the Club Members' food and beverage purchases for each semiannual period. In the event that the food and beverage purchases are less than \$300.00 for each semiannual period, the Club Member will be billed for the difference at the end of each semiannual period with the monthly Heritage Ranch Golf and Country Club Billing.

Services which will be applied toward the minimum food and beverage charge include food and beverage purchases at the Grill, the Pit, the 19th Hole and the Beverage Cart. Also included are cover charges for Club or Association sponsored food and beverage events for Club Members which are held at the Club.

Services which will not be applied toward the minimum food and beverage charge include, but are not limited to, golf merchandise, golf green fees or membership fees, facility rental or privately sponsored events.

ARTICLE V INFRACTIONS AND DISCIPLINE

5.1 VIOLATIONS

Any Club Member may, for cause, be suspended or other appropriate action may be taken specifically including, but not limited to "infraction of the By-Laws and Rules & Regulations" fines or reprimands by the affirmative vote of two-thirds (2/3) of the HOA Board. The term "cause" for the purpose of this paragraph shall include, but not be limited to, disorderly conduct at the Club, conduct endangering the good order, welfare or character of the Club, or generally engaging in any conduct deemed to be unethical or unbecoming a lady or gentleman.

5.2 FINEABLE OFFENSES

Any Club Member who commits any of the following offenses shall be subject to a fine, which shall be added to the Club Member's monthly statement following notice and an opportunity to be heard. The amount of the fine shall be determined and established by the Board. Failure to pay the fine and satisfy the Club's Member's obligation in full may lead to a further fine and suspension. Club Members may also be fined if any of the Club Member's family or their guests commits any of the following violations:

- (a) Failure to register a golf guest (fine plus applicable guest fees)
- (b) Failure to comply with Rules and Regulations governing the proper use of golf carts.
- (c) Deliberate abuse of any item of the Club (fine plus cost of repairing or replacing the property if necessary)

- (d) Without the Manager's prior permission, bring food and beverages, other than water, into the Club that is not purchased from the Association or Club Management.

5.3 SUSPENSION

- (a) Management and the HOA Board shall at times have the absolute right, following notice and an opportunity to be heard, to suspend for a definite or indefinite time the membership privileges of any Club Member who Management or HOA Board finds has violated any rule, regulation or policy established by the HOA Board, or whose behavior is disruptive to the operation of the Club. The prior imposition of a fine is not a necessary prerequisite to suspension.
- (b) A suspended Member shall be required to pay monthly dues during the period of suspension. Management and the Board may lift a suspension, in its sole discretion, upon receipt of evidence that any wrongs committed has been redressed and any offensive behavior will not be repeated.

5.4 PROCEDURE FOR IMPOSING FINES OR SUSPENSIONS

Management or the Board shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established by the Board. This notice shall be mailed to the Club Member and a copy of the notice shall be placed in the Club Member's files.

5.5 HEARING FOLLOWING SUSPENSION

- (a) A Member whose membership is suspended may request a review hearing to be held before Management and the Board. The Member's request for a hearing must be delivered to Management or the Board not more than thirty (30) days following the Club Member's receipt of the notice of suspension.
- (b) The review hearing will be conducted within thirty (30) days from the date that a Member's request for hearing is delivered to Management or the Board. The Member may attend in person or by representative. Following the hearing, the Manager or designated representative of Management will make a decision, which shall be final and binding.

5.6 REVOCATION OF GOLF MEMBERSHIP

A Golf Membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons.

- (a) Commission of any felony or misdemeanor theft at the club
- (b) Ninety (90) days delinquency or frequent delinquency.
- (c) Willful destruction of the Club or staff property, as well as Club Member or guest property
- (d) Physical or gross verbal abuse of staff, Club Members or guests.
- (e) Continued and repeated violations of these Rules and Regulations.
- (f) Conduct injurious to the reputation of the Club or its Members.

- (g) Conduct, which seriously detracts from Management's absolute right to manage the Club and preserve its financial integrity.
- (h) Following a suspension, if a Club Member again violates the rule or policy that led to the previous suspension within six (6) months of the infraction.

5.7 PROCEDURE FOR REVOCATION OF GOLF MEMBERSHIP

Management will prepare a written notice of revocation, which shall be delivered by certified mail to the Club Member whose Club Membership has been terminated. Upon revocation, all past Membership Deposits and monthly dues paid by the Club Member shall be forfeited to the Club and the Club Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of the Association or Management to collect any delinquent indebtedness.

ARTICLE VI CLUBHOUSE AND GROUNDS RULES AND REGULATIONS

6.1 HOURS OF OPERATION

The schedule of operation for the various facilities within the Club shall be published in the Club newsletter or posted at the Club, but is subject to change to accommodate special events. The entire Club, including the golf course tennis courts and swimming facilities, will be closed on December 25th, and January 1st. The schedule of operation is also subject to change due to weather conditions, special events, maintenance procedures or other Club matters.

6.2 SPECIAL FUNCTIONS

Club Management shall endeavor to publish all special Member, or non-member, functions in the Club newsletter or to post such functions at the Club, including dinner dances, banquets and special social functions.

6.3 MEMBERSHIP CARDS

- (a) Each Member will be issued membership cards.
- (b) Presentation of the membership card may be required for purchases and activities at the Club. Members are not permitted to lend or give their card to others for any reason. Violation of this rule may result in expulsion. Club Management may ask Members at any time for verification of identity.
- (c) Lost or stolen cards must be immediately reported to the membership director at which time a temporary card will be issued and a new permanent card ordered for a charge determined by the board of directors.

6.4 CHARGING PRIVILEGES

Purchases of merchandise, food and beverages, and services may be charged to the member's billing account, or paid in cash at time of services rendered Club Management

reserves the right to suspend or place limits upon a Member's charging privilege or require a deposit from a Member.

6.5 GUESTS

Members may bring guests to the Club at any time and are subject to such rules and policies as established by Club Management, including the payment of applicable guest fees. Members are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests. Guests playing golf must be accompanied by a Club Member to receive the Club Member's guest rate. Club Members will be allowed up to five (5) unaccompanied tennis guest per month so long as the court time is reserved by a Club Member. Club Management, in its sole discretion, may deny guest privileges to any individual.

6.6 MINORS

- (a) Any unmarried dependent child under the age of nineteen (19) years who is a full-time student is considered a minor for the purpose of these Rules and Regulations.
- (b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests' children. In the event of violations of these Rules and Regulations or other policies by minors, restrictions may be imposed on family use of the Club.
- (c) Alcoholic beverages may not be sold to any person under the age of twenty-one (21). Minors under the age of twenty-one (21) must be accompanied by a parent or guardian Member to enter any bar lounges or card-rooms.
- (d) All guests, including minors, must be accompanied and supervised by an adult Club Member at all times, except when properly qualified and enrolled in any junior program.
- (e) Use of the Club by minors may be limited or restricted.

6.7 PROPER CONDUCT

Club Members are to conduct themselves in a manner which will not interfere with other Club Members' or their guests' enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

6.8 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the Club Manager or other responsible staff member.

6.9 DRESS CODE

- (a) Golf – Shirts must be worn at all times on the course and within the social area of the Club. Men's shirts must have collars. Shorts must be of Bermuda-length or a style specifically designed for golf. Golf or soft soled shoes must be worn on the course at all times. All the following types of clothing are prohibited on the golf course: denim

- pants or shorts, short shorts, cutoffs, running shorts, tennis length skirts, t-shirts, tank tops and sweatshirts.
- (b) Tennis – Members must wear appropriate attire in styles specifically designed for tennis at all times while using the tennis facilities. Shirts with sleeves or collars must be worn at all times. No tank tops are permitted. No black-sole shoes of any type are permitted on the tennis courts.
 - (c) Swimming – Only proper swimming attire is permitted in the pool area. Cutoffs are prohibited. Parents may wear street clothes with rubber soled shoes when they are present to supervise their minor guests. Golf shoes are not permitted in the pool area. Wet bathing suits are not permitted outside the pool area. Bathing caps are optional. Hair pins may not be worn in the pool. No golf clubs, golf balls or other non-swimming equipment is allowed in the pool area.
 - (d) Dining Room/Grill – Casual attire in good taste is the appropriate attire in the dining room of the clubhouse but at a minimum, patrons must meet the dress code set forth in section 6.9 (a) above with the exclusion of denim pants or shorts (must have hems and free of excessive ware). Tennis clothing must be covered by warm-up outfits. Dress restrictions in the dining room may be imposed or waived for specifically designated special events.
 - (e) General – In general, attire and grooming shall not be offensive to other Members or guests. Members are responsible for seeing that their guests conform to this dress code. Club Management reserves the right to refuse dining room privileges to anyone it determines to be in violation of the dress code.

6.10 LOCKERS

- (a) Lockers situated in the men's and ladies' restrooms will be used on a daily first-come, first-serve basis during hours of operation. The Homeowners Association of Heritage Ranch, Inc. has the right, if lock is used and left on for over 24 hours, to remove personal belongings.
- (b) Members specifically agree that the Owner of the Club, Club Management, and their agents are hereby held harmless against, and are not responsible for, any losses, damages or claims which may arise from the Member's use of said lockers.

6.11 GRATUITIES

A service charge is added to all food and beverage checks for parties of (8) or more. Tipping of Club personnel is permitted when special or individual services are provided.

6.12 COMPLAINTS

Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member. Any complaints regarding service rendered by Club personnel must be made to the Manager. Depending upon the severity of the complaint, Club Management may require the Member to make the complaint in writing along with the complaining Member's signature. Members are requested to report misbehavior or violations of rules or laws committed by employees, other Members or guests to the Manager, and all violations will be subject to appropriate disciplinary action.

5571 000052

6.13 PARKING

All Members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members drive and park their motor vehicles at the club at their own risk. The association of the Club, Club Management and their employees and agents are hereby held harmless against and are not responsible for, any loss or damage to Member motor vehicles or any contents thereof while being driven or parked at the Club. Parking is permitted in designated areas only. Overnight parking is prohibited.

6.14 ANIMALS

With the exception of seeing eye dogs, pets or other animals are not permitted anywhere at the Club at anytime, regardless of whether they are on a leash or unattended.

**ARTICLE VII
GOLF**

7.1 GENERAL

- (a) Golf rules, regulations, procedures, and policies may be established from time to time by Club Management and will be available in the pro shop. Such rules, regulations, procedures, and policies shall supplement these rules and Regulations.
- (b) Every player must adhere to the Club's posted policy with respect to shoe wear, as the Club is a preferred spikeless facility. Every player must also have a set of golf clubs and a golf bag. Golfers must carry their membership cards or guest identification while playing and must produce the same for inspection if requested.
- (c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules and Regulations.
- (d) Under no circumstances shall any member commence play from his or her own residence. All players shall register in the golf shop prior to playing.
- (e) Members and their guests are not allowed on the golf course property unless they have registered in the golf shop prior to playing nine (9) or eighteen (18) holes. Walking, jogging and other activities must be conducted on designated trails and walking paths.

7.2 STARTING

- (a) Subject to subparagraph (b) below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes.
- (b) Club Management may direct players to begin on the second nine holes and thereafter play the first nine holes. Players may also be directed to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start.
- (c) All players should register in the golf shop at least ten (10) minutes prior to teeing off, so that the starter can control traffic on the golf course.

7.3 TEE RESERVATIONS

Annual Golf Members may make tee times up to ten (10) days in advance. All other Members will be allowed to make reservations eight (8) days in advance. Club Management reserves the right to book outside events of twenty four (24) players or more up to one (1) year in advance with a signed contract and a ten (10) percent non-refundable deposit.

7.4 PRACTICE

When practicing, members are to use the driving range and putting and chipping greens only. Under no circumstances are the regular tees, greens or fairways to be used as practice areas. When playing the course, each player may have only one ball in play at all times, except when, pursuant to USGA Rules a provisional ball is to be played.

7.5 PLAYING GROUPS

- (a) No more than four (4) players per group is permitted, unless prior approval has been obtained from the golf shop.
- (b) In the case of groups with less than four players, the golf shop staff, at its discretion, may fill the group with other players off the waiting list.

7.6 SLOW PLAY

If a slow playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal so instructs.

7.7 ENFORCEMENT

Play on the course is governed by USGA Rules, with the exception of any local rules which take precedence when printed on the scorecard or posted. The golf professional or the course marshal is empowered to enforce all golf course rules. Violation of any golf rule may result in a fine and/or a disciplinary letter being written to the player by the Manager. Three such letters in the Member's file is grounds for immediate suspension of golfing privileges.

7.8 GOLF CARTS

- (a) Carts may be operated by anyone sixteen (16) years of age or older, providing that person has a valid driver's license.
- (b) Cart rental fees are included in all green fees for Members and their guests unless waived by Club Management.
- (c) Privately owned carts are allowed on the golf course after the annual trail fee has been purchased. All Rules and Regulations for such privilege must be submitted to the Club for approval prior to Members use of a private cart on the golf course.
- (d) Members are liable for any personal injury or property damage that results from the use of a cart owned or checked out in their name.
- (e) Golfers must pair up (2) per cart at all times, unless special circumstances or conditions apply.

7.9 CART OPERATION

- (a) Carts are to carry no more than two (2) riders and two (2) golf bags at any time. Children under six (6) years of age are not permitted to ride on carts.

- (b) Drivers must read the operating instructions on the cart prior to usage and obey such instructions. No one is to operate a cart with a flat tire, or any other mechanical failure that is apparent or observed.
- (c) Club owned carts are to be returned to the staging area. Under no circumstance shall a Member abandon a Club owned cart at his or her residence, or any other location on property other than the cart staging area.

7.10 CART ROUTES

Carts are always to be driven on the cart paths. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide carts. When necessary, carts may be driven to the golf ball only on a ninety-degree (90°) angle from the cart path. Cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than ten (10) yards to any tee, green, bunker, or their respective shoulders.

7.11 MINOR PLAY

- (a) Minors must be certified as "A" players by the Head Golf Professional in order to play
- (b) No minor is permitted to play the golf course unless accompanied by a Club Member. Children under the age of six (6) years are not permitted on the course at any time.

7.12 SUPERVISION OF PLAY

The golf professional, acting under the supervision of the Manager has responsibility for supervision and control of all matters relating to play on the golf course. The golf professional may refuse privileges to anyone who, in his or her judgement, violates the rules of play, etiquette or dress code. Responsibility for such supervision may be delegated to starters or marshals.

7.13 REGISTRATION FOR PLAY

All members must register themselves and their guests with the golf shop prior to using the golf course.

ARTICLE VIII TENNIS RULES & REGULATIONS

The following rules, regulations, and etiquette should be observed by residents and their guests at all times for the maximum enjoyment of everyone.

The Director of Golf/General Manager shall have full charge of the tennis facility and shall be the final onsite authority as to interpretation of enforcement of the following rules

8.1 GENERAL

1. All players and their accompanied guests must register at the Golf Shop before play. Failure to register prior to play means the player(s) has no standing on the courts
2. Court times may be reserved for Homeowners and their guests up to (1) week in advance. Court time usage will be booked in 1½ hour time slots. Homeowners may book court times by calling the Golf Shop or may do so in person.
3. Residents will be allowed to entertain guests not living in the Heritage Ranch community. Guests who are accompanied by a resident will be allowed unlimited access. Residents will be limited to a maximum of (5) unaccompanied guest per month. Unaccompanied guest must be booked and checked-in by the Heritage Ranch resident.
4. The resident will be responsible for the observation of court etiquette by their guest as well as themselves.

8.2 COURT USAGE ETIQUETTE

- Courts will be used for tennis activities only.
- No food or beverages other than water or sports drinks permitted on the courts.
- Trash should be placed in proper receptacles on or around the courts.
- No smoking on the courts.
- Dress Code:
- Appropriate tennis attire must be worn at all times. (no denim, no tee shirts, appropriate tops & bottoms)
- Tennis shoes only on court surface.
- All players should leave the courts promptly when their court time expires (90 minutes maximum) if others are waiting for the courts.
- Courtesy and consideration should be observed at all times. Players and spectators should not walk behind the baseline while play is in progress.

Violations of the above rules and etiquette should be brought to the attention of the Golf Shop

8.3 RULES FOR RESERVING COURT TIME

Scheduling preference will be given to court time in the following order:
Special events approved by the Tennis Committee, Heritage Ranch Social Tennis, League Play, Doubles, Singles, Ball Machine.

All players must observe the rules for reserving court times.

8.4 OPEN PLAY TIME

Defined as: any time the courts are not reserved for special events.

1. The Tennis Committee has the responsibility for format and posting of the special events (Special events shall be booked more than 1 week in advance, as to not interfere with previous member bookings)

2. Reservations take preference over non-reservation participants.
3. No court will be reserved for more than 90 minutes, except for special events and league play.
4. The names of all players must appear on the reservation request. The Tennis Committee reserves the right to interpret the reservation rules for violations of extended reservation time or multiple "prime time" bookings.
5. Courts may be reserved up to one week in advance for open play, and the Tennis Committee may book special events up to 6 months in advance.
6. Any court not in use within 15 minutes of the scheduled start time will be deemed open.

8.5 PRIME TIME TENNIS

Defined as: court times between 6:30 a.m. and 11:00 a.m.

1. Court sign up for a subsequent "prime time" can only be made after completed play for the current prime time.
2. Doubles take scheduling preference over singles.

8.6 SOCIAL TENNIS TIME

Defined as: a 90 minute period within the "prime time" designed for all Heritage Ranch men and/or women to play tennis in a doubles format with equal playing time for all participants. Players will rotate partners and courts with each set.

1. Notice will be posted on the tennis court bulletin board at least 7 days in advance as to which court will be reserved for "social tennis". The Tennis Committee shall make the final determination as to which court shall be reserved for "social tennis".
2. Should any court reserved for "social tennis" not be occupied by the "social tennis" players within 15 minutes after the beginning of the designated "social tennis" time, the court shall be deemed open.

The Association Board adopted the above rules. Penalty for violation of these rules will be determined by the Association Board.

All Rules are subject to change at any time, as events dictate, at the sole discretion of the General Manager with approval of the Association's Board. Revisions when they occur will be posted on the Tennis Bulletin Board (located in the clubhouse), or published in the Association Newsletter. A complete set of Heritage Ranch Golf & Country Club Rules, as revised from time to time, will be available for inspection at the Club Reception Desk.

ARTICLE IX SWIMMING POOL

9.1 POOL ACCESS

No person may enter the swimming pool areas except when the pool is open for use according to the posted schedule. No lifeguard is on duty. Persons who use the pool do so at their own risk. Swimmers must leave the water upon request of Club Management.

9.2 CHILDREN

All guests, including minors or children, must be accompanied by a Club Member at all times when in the pool area.

9.3 ILLNESS, MEDICAL CONDITIONS

- (a) Persons are not permitted in the pool if they have a cold, cough, fever, and infection of any kind, inflamed eye(s), skin rashes, or are wearing bandages.
- (b) Persons with physical or neurological disabilities, or a responsible adult accompanying that person, must advise Club Management of such conditions.

9.4 PROHIBITED ACTIVITIES

- (a) Running, wrestling, pushing, dunking, "rough-housing" and towel-snapping are not permitted anywhere in the pool area, including the locker rooms.
- (b) Snorkels, fins, masks, kickboards, weights, children's pool toys and inflatable devices are not permitted in the pool unless permission is obtained from Club Management.
- (c) Food and beverages may be consumed only in designated areas and may not be taken into the pool. Glassware is not permitted anywhere in the pool area. Gum chewing is not permitted anywhere in the pool area. All trash is to be placed in the containers provided.

9.5 SWIMMING RULES

All persons using the swimming pools must abide by the pool safety rules as posted in the pool area.

9.6 SUPERVISION OF PLAY

Club Management has the responsibility for supervision and control of all matters relating to the swimming facilities. Club Management may refuse privileges to anyone who, in his or her judgement, violates the swimming pool rules.

ARTICLE X FOOD AND BEVERAGE

10.1 SERVICE HOURS

The service hours of the different food and beverage departments will be published in the Club's newsletter or posted at the Club.

10.2 MEMBER RESTRICTIONS

- (a) Members are not permitted in the kitchen or other "back of the house" areas.
- (b) Members may not bring food or beverages onto the Club that are not purchased at the Club unless the Member has obtained the prior permission of the Manager.

10.3 BANQUETS AND SPECIAL FUNCTIONS

- (a) The food and beverage manager and/or sales manager should be contacted for information and reservations regarding banquets and special functions. All functions whether an outside event or a Member function will be posted in the Club's newsletter or at the Club.
- (b) All reservations for banquets and special functions require a deposit payment.
- (c) Available dates must be reserved as soon as possible, but no later than ten (10) working days prior to the available date.
- (d) The number of guests must be guaranteed three (3) working days before the function date.
- (e) The food and beverage staff will prepare five percent (5%) more than the guaranteed quantity in case of extra attendance. The hosting Member is required to pay the costs for the guaranteed quantity as well as the cost of any additional service rendered above this quantity. Payment must be made in full in cash or by check no later than the day of the function and may not be charged to a Member's account.

10.4 LIQUOR

Liquor law violations are not permitted at the Club. It is illegal for any person to bring alcoholic beverages onto Club property for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club. Club Management and club employees may refuse to serve alcoholic beverages to any person who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

10.5 SUPERVISION OF FOOD AND BEVERAGE AREAS

The food and beverage manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the food and beverage department. The food and beverage manager may refuse privileges to anyone who, in his or her judgement, violates the applicable Rules and Regulations, etiquette or dress code. Responsibility for such supervision may be delegated.

ARTICLE XI MISCELLANEOUS

11.1 BINDING EFFECT; INDEMNIFICATION

In consideration of the rights and privileges of membership, each Club Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules and Regulations. Furthermore, each Club Member agrees to hold the

association of the Club, Club Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Club Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules and Regulations by the Club Member or his or her family or guests, any use of the Club by the Club Member or his or her family or guests, or any dispute arising in any manner from membership.

11.2 RELEASE AND DISCLAIMER

While using the Club or participating in Club events, whether at or off the club, Club Members and their family and guests are charged with the responsibility of using proper judgement and caution at all times. The association of the Club, Club Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Club Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Club Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the association of the Club, Club Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Club Member agrees to release the association of the Club, Club Management, the Manager and their employees and agents and waives any cause of action which a Club Member, or any one claiming by, or through said Club Member might now or hereafter have against said parties due to injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

11.3 PERSONAL PROPERTY

Each Club Member and his or her family and guests are responsible for their own personal property. Club Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaims any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of without notice. No bailment is intended, nor created by the preceding sentence.

11.4 LIABILITY FOR DAMAGE OR INJURY

- (a) Each Club Member is responsible for any damage to the Club or property caused by the Club Member, his or her family or guests, and such Club Member shall promptly reimburse Club Management for all costs and expenses incurred to repair or replace such damage to the facility or property.
- (b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Club Management shall be responsible for such injury or damage. In the event of such injury or damage, the Club Member shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or

sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

- (c) Persons playing golf and/or using golf carts on the golf course are responsible for any injury, which may result from their conduct. Neither the association of the Club or Club Management shall be responsible for injuries which may result from errant balls or cart accidents or other conduct or persons using the golf course. In the event a Club Member causes such injury, the Club Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

11.5 RECOVERY OF DAMAGES OR DUES

If it is required to turn a Club Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Club Member, or to enforce any provision of these Rules and Regulations against a Club Member, the Club Member agrees he or she shall be responsible for all costs of collection, including without limitation reasonable attorney's fees incurred and court costs.

11.6 NO AGENCY

No Club Member or any other person participating in the activities of any association or committee shall have authority, express or implied, to act on behalf of or as an agent for the association of the Club, Club Management or Manager.

11.7 ASSOCIATIONS

Club Members, at their own election, may organize golf or social associations or committees. Club Management does not assume any responsibility, nor accept or incur any liability, for the activity of any such association or committee. No rules or policies of such association or committees may be contrary to or conflict with these Rules and Regulations or the policies in place.

11.8 ENTIRE AGREEMENT; AMENDMENT

Each membership incorporates these Rules and Regulations. The membership application form signed by each Club Member and these Rules and Regulations, as presently enacted or hereafter amended, constitute the entire agreement between each Club Member and Club Management. These Rules and regulations may be modified, amended, changed, altered or repealed at any time at Club Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting at the Club.

11.9 NOTICE

- (a) Any notice to be given by Club Management to a Club Member may be mailed or otherwise delivered to that Club Member at the address which the Club Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Club Management as provided for in this section. Notice to a Club Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage-prepaid, whether accepted or not.
- (b) Any notice to be given by a Club Member to the Club may be mailed or otherwise delivered at that address listed in Section 1.1, or such other address as subsequently designated by notice delivered to the membership as provided for in this Section. Any notice is effective upon its receipt.

11.10 WAIVER

No obligation of a Club Member shall be deemed to have been waived unless such waiver has been given in writing by Club Management. Club Management's failure to strictly enforce these Rules and Regulations or to fail to act in the event of a breach by a Club Member of his or her obligations under these Rules and Regulations shall not be construed as a waiver of a subsequent breach of the same or different obligation.

11.11 CUMULATIVE REMEDIES

All remedies shall be cumulative and no one of them will be exclusive of the other. Club Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in these rules and Regulations.

11.12 CONVEYANCE OF OWNER'S OR MANAGEMENT'S INTEREST

Unless otherwise provided in the Declaration, the Association and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules and Regulations. Upon the conveyance, whether by assignment, sale or other form of transfer of Association's or Club Management's interest in the Club and the operation thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and Regulations and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

**HERITAGE RANCH GOLF & COUNTRY CLUB
RECEIPT OF RULES AND REGULATIONS**

No person is authorized at anytime to make any representations or to provide any information with regard to the Club, its organization and operation or the memberships which is not contained in these rules and regulations or the Application for Membership. If you receive any representation or information other than what is written in these documents it must not be relied upon as having been authorized by the Club. Please notify the Manager should you receive any such representations.

The undersigned acknowledges having received, read, and understood the March 29, 2003 Rules and Regulations of Heritage Ranch Golf & Country Club. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by Club Management from time to time.

Date: _____

Club Number: _____

Address: _____

Primary Member's Signature:

(Print Name) _____

Alternate Member's Signature:

(Print Name) _____



2003

**ANNUAL GOLF PASS
RULES & REGULATIONS
RESIDENT**

**ANNUAL GOLF PASS/TRAIL PASS AGREEMENT
HERITAGE RANCH GOLF AND COUNTRY CLUB
GOLF RULES**

It is the intent of the Club to limit these rules and regulations to the minimum required for the mutual enjoyment of the club by all its residents, guest and golfers. The obligation of enforcing these rules and regulations for the good of all residents is placed primarily in the hands of a carefully selected and trained staff whose principal responsibility is to assure you of all the courtesies, comforts and services to which you, as a resident are entitled. It is further the duty of the residents to know the Club rules and to cooperate with the staff in the enforcement thereof.

The golf course will be made available to all members of Heritage Ranch. Members of the Heritage Ranch HOA will receive first priority in making golf tee time reservations in

advance of the general public. The Board of Directors has the right to implement a tee time allotment for in season play:

1) Registration:

Golfers must register at the Golf Shop before beginning play. Golfers are responsible for the payment of all golf fees, cart fees, merchandise and food & beverage purchases.

2) Reservations:

A. The hours of golf course play, practice range hours and Golf Shop hours will be posted in the Golf Shop and in the club bulletin, and are subject to change depending on golf course and weather conditions. The Golf Professional in consultation with the Golf Course Superintendent shall determine when the golf course is playable and such decision shall be final. No golf course play shall be permitted during any period that the course is determined not fit for play.

B. All players must be assigned a starting time through the Golf Shop. Starting times may be reserved by calling the Golf Shop during operational hours. Golfers may reserve starting times as follows:

HOA Annual Golf Pass	10 days in advance
HOA Homeowner	8 days in advance
Annual Golf Pass Nonresident	8 days in advance
General Public	7 days in advance

Note: The Golf Club reserves the right to make advance reservations up to 12 months in advance for group or tournament events. In addition, the club will permit advance bookings on a limited basis for some select hotels, resorts and golf travel agency organizations during the initial operating years of the club.

C. Golfers shall check in and register at the Golf Shop at least 10 minutes prior to their scheduled starting times, or shall be subject to losing their starting times.

D. Pass holders shall notify the Golf Shop of all cancellations, at least twenty-four hours prior to the scheduled starting time. Failure to so notify the Golf Shop may result in a cancellation fee being charged to the account of the responsible Golfer.

- E. The golf course may be reserved for Ladies' play during one day each week and for Men's play during one day each week. Other players will be accommodated during these times on a space available basis only.

3. HOA Annual Golf Pass

All members of the Heritage Ranch Master Homeowners Association will be allowed to purchase an Annual Golf Pass. This will entitle the HOA Member to play as many rounds of golf at the Club as the resident desires, subject to the rules and regulations as outlined in the Annual Golf Pass Agreement.

- A. The Annual Golf Pass Fee will be established and reviewed annually for any applicable fee adjustments by the Club. The Annual Golf Pass Fee will be billed and is payable on an annual basis. The Annual Pass fee is non-refundable and golf-playing privileges are non-transferable. An Annual Pass refund could be granted in the unfortunate death or permanent medical disability. The HOA Board will review this request on an individual basis. The Board will be the final decision making authority. The Annual Golf Pass shall be effective from January 1, through December 31, of each calendar year. The Annual Golf Pass Fee shall not be prorated, except in the first calendar year of residency at which time the fee will be pro-rated monthly.
- B. The Annual Golf Pass Fee does not include golf car fees. All golf car fees must be paid for each round of golf played at the prevailing rates.
- C. The Annual Golf Pass Fee does not include any entry fees for special events such as HOA resident/guest tournaments, resident/resident tournaments or Club Championships.
- D. Guests of Annual Golf Pass holders and Heritage Ranch Residents are required to play with said Pass holder/Resident to receive guest rate, otherwise guest will pay the prevailing outside public golf fees

4. Tournaments and Clinics:

- A. The club reserves the right to make the golf course and practice range available for tournaments, clinics and other special events at which time use by non-participants may be restricted.

- B. Except during special events, only members of the golf professional staff are permitted to render golf instruction at the club. Lessons should be scheduled through the Golf Professional. Lessons not cancelled at least twenty-four hours in advance will be subject to charge.
- C. No golf tournaments of any kind, or play by any group of five or more persons, shall be permitted unless approved by the Golf Professional.
- D. Some club golf tournament events may require HOA Members to have a U.S.G.A. approved handicap to be eligible to participate in the event. The Club encourages all HOA Golf Members to establish a golf handicap with the Club. There is a \$40.00 annual fee to establish and/or maintain a U.S.G.A. handicap.

5. **Equipment and Attire:**

- A. Every player must have a set of golf clubs. No sharing of golf clubs shall be permitted.
- B. Proper attire is required for all players on the course and practice range. Shirts with collars, golf or walking shorts, slacks and skirts (for women) are considered proper attire. Tee shirts, tank tops, blue jeans, cutoffs, jams, sweat pants, tennis or other athletic shoes or bathing suits are not permitted on the golf course or driving range.
- C. Only golf shoes with non-metal alternative cleats or other approved soft soled shoes shall be worn on the golf course and practice areas. Any shoes other than golf shoes must be approved by the Golf Shop. Shoes must be worn at all times.

6. **Golf Car use:**

PRIVATE GOLF CARS:

- A. The right to use a privately owned golf car on the golf course is currently granted by the Club and is a non-assignable license and personal right. The Club may terminate this license and right at any time.
- B. Privately owned golf cars to be used on the golf course must be annually approved by the Director of Golf for appearance and for compliance with other standards as may be determined by the Club. All privately owned golf cars must be battery powered and be 4-wheeled vehicles.

- C. All private golf car owners shall be required to sign a release of liability, which holds the Club harmless as a result of any loss or damage relating to the owner's operation of the golf car. Each year, a HOA resident who owns a private golf car and wishes to use it on the golf course shall be required to provide the Club with proof that the operation of the golf car is covered by a liability insurance policy of the HOA resident with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage.
- D. An HOA resident using a private golf car will be held fully responsible for any and all damages caused by the misuse of the golf car by the HOA resident or his or her guests, and the HOA resident shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf cars and any property of the Club.
- E. An annual trail fee for privately owned golf cars will be established and reviewed annually for any applicable fee adjustments by the club. The annual trail fee will be billed and is payable on an annual basis. The annual trail fee is non-refundable. The annual trail fee shall not be prorated, except in the first calendar year of residency a Member applies for private golf car privileges.
- F. The annual trail fee must be paid before the car is used on the golf course. The annual trail fee includes the HOA resident only.
- G. An identification number and a yearly decal will be issued for the car when the release of liability, proof of liability insurance and payment are received. The identification number and yearly decal is to be placed on the side of the cart directly below the driver.
- H. All other guests and residents who are not enrolled in the private car program shall pay the current applicable golf car rates when they ride in a private golf car.
- I. Residents with private golf cars may ride with each other but may not loan their car to other golfers. Private golf cars cannot be operated on the course without a paid trail fee.
- J. HOA residents paying the annual trail fee must check in at the golf shop prior to beginning play. Golf car traffic on the golf course is restricted to eighteen and nine hole rounds of play. Starting times must be scheduled as provided herein.

- K. A maximum of two (2) riders and two (2) golf bags per golf car is allowed. All golfers must pair up (2 per cart) at all times, unless special circumstances or conditions apply.
- L. No privately owned golf cars will be stored or recharged at the Club.
- M. When an HOA resident is no longer paying the annual trail fee for a private golf car, all decals must be removed from the golf cart.
- N. Private golf carts without a current trail fee decal will not be allowed access to the golf course. The Club will not allow an HOA resident to pay and use a private golf car on a per round basis.
- O. HOA residents with private golf cars are required to ensure that only licensed drivers who will operate the car in a safe and prudent manner and in accordance with any and all government regulations operate their private cars.
- P. Privately owned golf cars shall only be driven on the golf course when the golf course is open for play.

GENERAL GOLF CAR RULES:

- A. The use of Golf cars on the golf course will be mandatory at all times for all players. Golf Cars shall be assigned at the Golf Shop at the time of registration. (exception; walking is allowed for homeowners on a case by case basis)
- B. Only Golf Cars provided by the club or licensed to operate on club property will be permitted on the golf course.
- C. Golf Cars are restricted to use on the golf course and practice areas. No Golf Cars shall be removed from the club facilities at any time without prior approval of the Golf Professional.
- D. Golf Cars shall be operated only by person's sixteen (16) years of age or older with a valid automobile driver's license.
- E. No more than two (2) persons and two (2) sets of golf clubs are permitted per golf car.
- F. Golf Cars shall remain on golf car paths where required by the Golf Shop. Unless on golf car path, Golf Cars shall not be driven or parked within thirty (30) feet of any tee, bunker, green or hazard. Golf Cars should be driven across fairways only at right

angles, avoiding soft areas. Golf car traffic and directional signs must be obeyed at all times, except as it applies for medical flag holders.

G. Golf Cars are operated at the risk of the operator. The cost of repairing any damage to golf cars or the golf course resulting from improper operation will be charged to the resident in whose name the operator is playing at the time the damage occurs.

H. Violation of these golf car rules may result in immediate suspension of playing privileges and ejection from the golf course

7. Golf Course Play:

A. Jogging, cycling and walking is permitted on designated trails only. Fishing is permitted only on hole 2, west of the pump house.

B. All play shall start at the Number One tee unless permission to start elsewhere is obtained in advance from the Golf Shop. Under no circumstances shall players start play from residences.

C. In the event that play is involuntarily discontinued due to weather or closing of the course by the Golf Professional staff, players will be issued a credit for golf charges paid for such rounds based on number of holes unfinished. The credit will be prorated accordingly.

D. Practice is restricted to designated practice areas only. No practice or second shots are permitted on the golf course at any time.

E. Ball hawking is not permitted on the course at any time.

F. No wading into water hazards, lakes shall be permitted. Balls may be retrieved only from banks of lakes and water hazards

G. No player shall have more than one (1) ball in play at any time.

H. All players shall repair ball marks on greens, repair divots and rake smooth sand bunkers before moving to the next tee.

I. All players are to maintain a reasonable rate of play, which is approximately 4 hours and 22 minutes for 18 holes. If unable to do so, players are expected to allow faster players to play through.

J. Players stopping between nines must obtain permission from the Golf Shop to resume play.

5571 000070

- K. The rules of golf adopted by the United States Golf Association shall govern all play, except as modified by local rules.
- L. Players should observe the rules of golf etiquette as adopted by the United States Golf Association at all times.
- M. The club will remain open year round on a weather-permitting basis. Please contact the golf shop for additional information.

5571 000072

I hereby make application for the Annual Golf Pass Program in the Heritage Ranch Golf & Country Club ("the Club") and in connection therewith I agree as follows:

General Terms, Conditions and Benefits Applicable to all Pass holders

- 1 The Annual Pass holders shall abide by any and all of the rules, regulations, and policies promulgated by the Club from time to time and as outlined in the Heritage Ranch Golf & Country Club Rules. The Club reserves the right to challenge the rules, regulations, and policies as and when needed, in sole discretion of the Club.
- 2 Each Annual Pass holder shall always register at the Pro Shop before teeing off or making use of the driving range facilities.
- 3 The Annual Pass holder is entitled to play as many rounds of golf at the Club as the member desires, subject to the provisions of the Club Rules and Regulations. Tournament bookings and Club sponsored events take precedence over a pass holders right to play a round of golf at the Club.
- 4 The Annual Pass fee does not include Annual trail fees or golf car fees. All golf car fees must be paid for each round of golf played, at then prevailing rates. The Annual trail fee, if applicable, must be paid and submitted along with the Annual Golf Pass Application. Separately, the Annual Trail Fee may only be purchased with an Annual Golf Pass.
- 5 The Annual Pass fee does not include any entry fees to special events such as a HOA Member/Guest or HOA Member/Member Tournament or Club Championships.
- 6 All Annual Pass fees are non-refundable and Annual Pass fees are prorated monthly the first calendar year of residency. There is no automatic renewal of any Annual Pass and no guaranty of any Annual Pass renewal. Annual Pass privileges may be suspended or revoked for non-payment or for failure to abide by any of the rules, regulations, and policies of the Club.
- 7 The Club is not responsible for any loss or damage to any of Annual Pass holders property used or stored at the Club or brought upon the Club Property. The Annual Pass holder shall look solely to the Annual Pass holder insurance policies for any claim for loss or damage. The Annual Pass holder hereby releases the Club, and Western Golf Properties, Inc. from any and all causes of actions, claims, and liability with respect to any loss or damage to any of Annual Pass holders property used or stored at the Club or brought upon the property of the Club.
- 8 The Annual Golf Pass/Trail Pass fee may be paid in full at the time of application, or billed on a monthly basis.

Annual Pass Type

Applicant

Spouse

(Golf/ Trail/ Range)

Annual

Prorated Annual (Beginning month)

Signature of Applicant

(Date)

Signature of Applicant

(Date)

Approved and Accepted by Club

By:

(Date)

Full name of applicant: _____

Spouse: _____

Residence address: _____

Lot # _____

Home Phone # (____) _____

Billing Address: _____

E-mail Address: _____

8571 000074

HOA Home Closing Date: _____

Name and Address of nearest relative (not living with applicant):

For Office Use Only

Date Processed:	_____
Class Code:	_____
Pass No:	_____
# Cards Issued:	_____
Notes:	_____ _____

Receipt of Rules and Regulations

The undersigned, a Resident of Heritage Ranch Golf and Country Club, acknowledges receipt of a copy of the current Rules and regulations of Heritage Ranch Golf and Country Club.

Member: _____ Date: _____

Club Membership #: _____

Member Spouse: _____

Witness to Signature: _____

5571 000075

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 (COUNTY OF COLLIN) (THE STATE OF TEXAS) 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

DEC 23 2003

Brenda Taylor



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

On Dec 23 2003
At 8:10am

Doc/Num : 2003- 0245301

Recording/Type:RS 94.00
Receipt #: 50203