

**20121016001311940 10/16/2012 09:50:47 AM NO 1/47**  
**FIFTH SUPPLEMENT TO THE**  
**NOTICE OF FILING OF DEDICATORY INSTRUMENTS**  
**FOR**  
**HERITAGE RANCH**  
**PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE**

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

**THIS FIFTH SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "Fifth Supplement") is made this 10<sup>th</sup> day of October 2012, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, U.S. Home Corporation, a Delaware corporation (the "Declarant"), prepared and recorded an instrument entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch" filed of record on March 15, 2001, and refiled on March 20, 2001 at Volume 04879, Page 01570 *et seq.*, of the Deed Records of Collin County, Texas (the "Declaration"); and as amended and supplemented from time to time; and

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

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

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

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

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

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

**WHEREAS**, on or about November 9, 2005, the Association filed a Third Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch at Volume 06042, Page 03874 *et seq.*, of the Deed Records of Collin County, Texas (the "Third Supplement"); and

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

**WHEREAS**, the Association desires to supplement the Notice with the dedicatory instruments attached hereto as *Exhibit "A"* and incorporated herein by reference.

**NOW, THEREFORE**, the dedicatory instruments attached hereto as *Exhibit "A"* 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 Fifth 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**

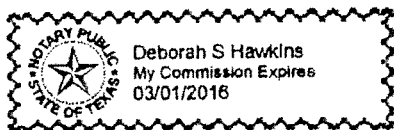
By: Clayton A. Barnes  
Its: President, Board of Directors

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Clayton Barnes, 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 10 day of October 2012.



Deborah S. Hawkins  
Notary Public - State of Texas  
3-1-16  
My Commission Expires

## **EXHIBIT A**

- A-1 Heritage Ranch Policy - Clubhouse Use Version D (4/9/12)
- A-2 Forming Clubs Policy (7/30/12)
- A-3 Heritage Ranch Billiards Society Bylaws
- A-4 Amendment to Section 9.2(d) of the Heritage Ranch Rules and Regulations (4/10/12)
- A-5 Revisions to Residential Design Guidelines (4/9/12)
- A-6 Standards of Conduct/Conflict of Interest Policy and Declaration (2/13/12)
- A-7 Heritage Ranch Duplicate Bridge Association Bylaws (3/26/12)
- A-8 Heritage Ranch Non-Resident Participation Policy (9/17/12)
- A-9 Heritage Ranch Theatre Guild Bylaws (8/27/12)
- A-10 Heritage Ranch Club Revenue & Expense Policy (7/30/12)
- A-11 Heritage Ranch Tuesday Intermediate Bridge Association Bylaws (5/14/12)
- A-12 Revision to Residential Design Guidelines – Mailboxes (5/29/12)

## 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

Club - A "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 – Includes the HOA manager and paid staff.

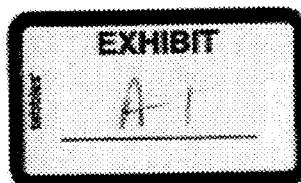
Default Set-up – This is the configuration of tables, chairs, dance floor, etc. that are used in a room the majority of the time. Users are encouraged to use the default set-up if possible.

No-Bump – Process by which a user can reserve space in the Clubhouse without risk of losing their reservation to another user.

Potluck Dinners – Food provided by homeowners for HOA or homeowner sponsored events held at or around the Clubhouse. Potluck dinners cannot include the use of the HOA kitchen facilities.

### C. Scheduling

1. Individuals 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. This scheduling can be accomplished by submitting a Room Reservation Request Form to the Front Desk. Scheduling may also be initiated through the Community Events Director and/or the Director of Catering & Events.
2. 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 facility "downtime" is factored into the schedule and allows HOA Management and the Director of Catering & Events to plan for the required set-up, tear-down and clean-up.
3. When groups require rooms for rehearsals in the Clubhouse, this use must also be scheduled. Rooms will be reserved based on space available.
4. If problems with conflicting schedules or special needs arise, the using groups should contact the Reservation Coordinator to attempt to achieve a successful resolution of the conflict.
5. If food or beverage services are required in conjunction with the use of the facility, arrangements must be made through the Director of Catering & Events.
6. Some days of the year are in high demand and the use of the Ballroom is set aside for revenue generating events, such as weddings, anniversary parties, proms, reunions, golf tournaments, etc., that are scheduled with the Director of Catering & Events by residents and the public. To avoid scheduling conflicts, these days should be avoided by other groups and clubs at Heritage Ranch. These Ballroom high demand days are:



## **Heritage Ranch Policy Clubhouse Use**

- Mother's Day
- Valentine's Day
- Easter
- Thanksgiving
- New Year's Eve
- July 4th
- Veterans Day
- St Patrick's Day
- All Saturdays

### **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.

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.

2. Outside events must be forecast in the HOA annual operating budget for that year. This forecast should include golf tournaments, weddings, banquets and other revenue generating events and is used to back up the expected revenue included in the annual budget. No events over and above this "forecast & budgeted" usage will be allowed without prior discussion with the Community Events Director, the Director of Catering & Events and HOA Management to ensure the usage of the Clubhouse is optimized for Food & Beverage revenue and homeowner benefit.
3. The Food & Beverage Department is responsible to provide food that is served in the Clubhouse and around the outdoor pool. The HOA Board of Directors must approve in advance the use of outside catering or Potluck Dinners.

### **E. Facility Set-up**

1. HOA Management is responsible for overseeing scheduling. Room setup, support, and maintenance, including evening and weekends, are determined by the Director of Catering & Events or the Community Events Director, whichever organized the event. Support includes the maintenance of the restrooms when the Clubhouse is reserved for use.
2. Staffing for set-up may 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, which is signed by homeowners, 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.
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.

## **Heritage Ranch Policy Clubhouse Use**

5. HOA Management is responsible for defining the "default set-up" for the Ballroom, Arts and Crafts Room, Game Room and the Outpost. The definition may include photos of furniture and equipment layouts to aid in room setup.
6. When rooms are reserved, the Community Events Director should document any special setup needs that are different from the "default set-up". This may include audio-visual requirements, Food & Beverage requirements and other special requests.
5. Each Friday, HOA Management should prepare a documented schedule for the following week (Monday through Sunday). The schedule should include the usage for all rooms during the coming week, what setups are required, the specific staffing personnel responsible for the setup, and any Food & Beverage requirements.
6. Events can either be internal to Heritage Ranch or external bookings by the Director of Catering & Events. The cost to each event will be determined from the current price list. The price list will specifically allow for any overtime cost involved. See Section F.
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. The cost of this Porter will be included in the facility-use fee and any set-up fees.
8. HOA Management is also responsible for the Scheduling System in use in the Clubhouse. This responsibility includes making sure the data in the system is correct and easily available for on-site personnel, the Web site, newsletter, and set-up 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", will involve a setup charge to the using group.
2. 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.
3. Outside events will be charged a fee for the use of the Clubhouse. If there is set-up and tear-down required, an additional fee may be charged to cover the cost. See #1 above
4. Homeowner use of the Clubhouse facility is free of charge for non-commercial events provided they don't require a set-up beyond the default set-up. For commercial events, room charges apply. If extensive set-up is required, there may be a charge for this service.
5. If homeowners want to reserve a room at the Clubhouse with a "No Bump" reservation, there may be a charge for this type of reservation unless the criteria in Section I is met.
6. Refer to the latest price list for costs for use and setup.

## Heritage Ranch Policy Clubhouse Use

### **G. Use of Audio-Visual Equipment**

1. Use of Heritage Ranch owned audio-visual equipment is restricted to HOA approved events and activities in the Clubhouse.
2. 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.
3. 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.
4. Access to the audio-visual equipment must be limited to trained staff and homeowners.

### **H. Reservation Scheduling Hierarchy (Conflict Resolution)**

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 tie breaker rules will apply.

#### 1. Major HOA Activity Events

These are the major production events sponsored by the Community Events Director or the Director of Golf. Examples are the Variety Show, Veterans Day, Choral Concerts, Theatre Guild productions, 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 to be 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 by customers who are paying for the use of the Clubhouse. Examples of these events are weddings, proms, 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 Section I, No-Bump Policy of this document.

#### 3. HOA Activity Sponsored Events

These include room reservations for HOA Activities which are part of the years Activity Agenda. Examples are classes, karaoke, juke box, and rocking at the ranch. Residents who want to manage such an event should contact the Community Events Director with their ideas.

#### 4. Heritage Ranch Club or Committee Event

These include officially sanctioned Heritage Ranch Clubs and Committees. Examples are HOA Committees, Square Dance, Theatre Guild meetings, Golf organizations, including 9 holers, and MGA.

## **Heritage Ranch Policy Clubhouse Use**

### 5. Heritage Ranch Group Event

These are for Heritage Ranch resident events that are announced in the Newsletter or on the Web site and are open to all Heritage Ranch residents. These organizations do not have By-Laws or charters. Examples are Poker, Bridge and Mah Jongg. Rooms will be reserved on a first-come first-served basis to avoid multiple disruptions and/or bumping.

### 6. Resident Private Event

These are for 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 to guarantee the room will be available.

### 7. Notes

#### Tie Breaking

- The Community Events Director and the user group 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 tie-breaking process
- When evaluating conflicting requests for the same facility, priority should be given to the group providing benefit to the largest number of homeowners.

#### Bumping During the Year

- 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.

### **I. No-Bump Policy**

#### 1. Background

Some resident committees, clubs or groups (Resident Organizations) may desire to schedule an event not subject to being bumped by a "Revenue Generating Event." An example is an organization that wants to hire a speaker, band, etc. and wants to ensure the facility is available on the specific date.

#### 2. Background On Revenue Producing Events

- a) Weddings are seldom scheduled less than six months in advance and external Golf Tournaments are seldom scheduled less than three months in advance.
- b) Revenue Generating Events normally fall on the high demand days outlined in Section C.6.
- c) Short notice Revenue Generating Event usually are on a Saturday.



## Heritage Ranch Policy Clubhouse Use

3. The Criteria for "No Bump" scheduling
- a) Events must be open to all residents.
  - b) The resident organization booking the "NO Bump" event must:
    - Not schedule the event during the high demand days outlined in C.6.
    - Schedule the event less than three months in advance. If a band or speaker is scheduled as part of the event, the event may be scheduled 4 months in advance.
    - Schedule on a day other than Saturday
    - If these criteria are met, no deposit is required
  - c) The resident organization must work with the Community Events Director or the Director of Catering & Events to schedule these events.
  - d) All Food and Beverage, if any, must be purchased from the Director of Catering & Events. Supplies, if desired, such as tablecloths etc. may also be procured from Director of Catering & Events.
  - e) The details of the reservation must be planned in advance, be documented in a Room Reservation Request Form and submitted to the Community Events Director or the Director of Catering & Events.
  - f) The resident organization will select, make all arrangements, and book the band, speaker. The contract, insurance and/or insurance waiver must be reviewed with the Community Events Director to ensure HOA liability issues are properly addressed
  - g) Securing the building at the end of the event is the responsibility of the HOA Management Staff or the Food & Beverage Staff.

### 4. Approval

For each event the Community Events Director and/or the Director of Catering & Events must obtain approval from the HOA Manager and the Director of Golf. The Community Events Director and/or the Director of Catering & Events will present the budget and responsibilities list for management review.

### 5. Example Responsibility List

#### HOA Management Responsibilities

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

#### Food and Beverage Staff Responsibilities

The Corral Bar will sell drinks to the 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 the Food and Beverage Staff indicates that they will very likely set up a bar.

1. A large bowl of ice, pitchers of water and plastic glasses will be provided.

**Heritage Ranch Policy  
Clubhouse Use**

2. The Bar Staff will collect the used glasses.
3. Note: Food or Snacks, if desired, would be provided by the Food and Beverage Staff, with an associated charge. These items must be itemized in the plan for approval.

**J. Resident Organization Responsibilities**

1. Hire and pay the band, speaker, etc.
2. If decorations are desired, the resident organization will provide them. In addition, they will arrange and place the decorations before the event. Then, after the event, the resident organization must remove all decorations. Examples are table cloths, party favors, flowers, etc.
3. The organization is not allowed to bring in any food or beverages.
4. 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.
5. The organization will provide anything else that is needed for the event.

Change Record:

Version A – Approved June 19, 2008

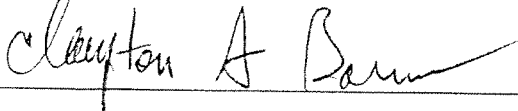
Version B – Approved by the HOA Board, August 21, 2008

Version C – Approved by the HOA Board, September 26, 2011

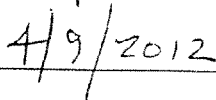
Version D – Approved by the HOA Board, April 9, 2012

Approved by:

HOA Board of Directors

  
\_\_\_\_\_

Date

  
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Heritage Ranch  
Forming Clubs Policy

**A. Purpose**

The purpose of this document is to define the policies and procedures for forming and operating Clubs and Groups at Heritage Ranch.

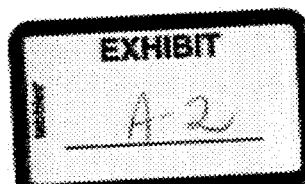
**B. Definitions**

Club - A "CLUB" is defined as any group of homeowners at Heritage Ranch that elects Officers, charges dues, charges for attendance at sponsored activities or conducts fundraisers.

HOA - The Homeowners Association of Heritage Ranch, Inc.

**C. Forming Clubs**

1. All CLUBS must have By-Laws that are reviewed and approved by the HOA Board of Directors.
2. All CLUB's By-Laws must be recorded with Collin County to be in compliance with HB 1821. The HOA will facilitate the filing of approved CLUB By-Laws. CLUB's will reimburse the HOA for the expense of recording the CLUB's By-Laws.
3. Board approved updates or amendments to CLUB's By-Laws must be recorded with Collin County to be in compliance with HB 1821. The HOA will facilitate the filing of approved updated or amended CLUB By-Laws. The CLUB will reimburse the HOA for the expense incurred in recording the updated or amended By-Laws.
4. The "CLUB" acknowledges and agrees that the "CLUB" carries no additional rights or privileges to use the facilities of the HOA other than those use rights set forth in the HOA's governing documents.
5. The "CLUB" further acknowledges and agrees that the use of the facilities is nonexclusive and that there may be one or more CLUBs formed within Heritage Ranch for similar purposes or activities.
6. The "CLUB'S" use of the HOA's name or logo is strictly prohibited unless approved in writing by the HOA Board of Directors or Management.
7. The HOA may revoke the CLUB's authority to use the HOA's name at any time.
8. All By-Laws for "CLUBS" shall adhere to the CC&R's for the Heritage Ranch Homeowner Association and include within its By-Laws the LIMITATION OF LIABILITY verbiage as set forth in Section D below as it relates to the "CLUB" and its members.
9. All "CLUBS" shall provide copies of By-Laws to be on file in the HOA Office.
10. Meetings for all "CLUBS" shall be open to all members of that "CLUB", the HOA Board of Directors, Association Manager or other designated Staff Members.
11. All CLUBs are open to all homeowners unless approved by the HOA Board of Directors.



Heritage Ranch  
Forming Clubs Policy

**D. Limitation, Release & Waiver of Liability**

The HOA is not an insurer of any "CLUB" and/or its members' risks and exposures. All homeowners are required to sign the Release of Liability and Accident Waiver for Heritage Ranch Social Clubs (See Appendix A) as a condition of participation in HOA activities.

**E. Scheduling Use of Clubhouse Facilities**

See the Clubhouse Use Policy for information related to scheduling the Clubhouse.

**F. Charging Clubs For Use of the Clubhouse** See

Clubhouse Use Policy for details.

**G. Revenue Generating Activities**

1. Individual CLUBs should keep funds in a non-interest paying checking account set up by the CLUB to avoid income tax issues. In addition, there should be at least two authorized signatures on the account to ensure access to funds.
2. Some activities at Heritage Ranch may include an entrance fee. Tickets will be sold per the Heritage Ranch Club Revenue & Expense Policy.
3. Entrance fees should be set to cover the cost of the event and any special materials that are required. If a profit results from sale of tickets, it may be used for the purchase of supplies and equipment to improve the Clubhouse facility and operation with the prior approval of the HOA Board of Directors. Any items so purchased become the property of the HOA. Those purchase proposals will be formulated by the Ballroom Improvements Committee, which will include representation from all contributing CLUBs.
4. The Community Events Director will contract with the band or speaker selected for a revenue generating event. The contract, insurance and/or insurance waiver and a W-9 must be reviewed with the Community Events Director to ensure HOA liability issues and tax reporting requirements are properly addressed. An IRS Form 1099 will be issued to that band or speaker.
5. Any profits that are not used for clubhouse improvements or that are not set aside for documented future costs are to be contributed to the HOA Activities department for the benefit of all homeowners.
6. Each Club must provide a list of current officers of the Club to Community Events Director at the end of each year.

Heritage Ranch  
Forming Clubs Policy

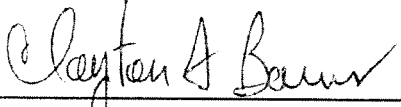
**H. Accounting For Club Revenue**

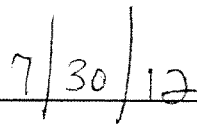
1. The HOA is a non-profit corporation, and must file sales tax reports, Franchise Tax reports and Federal Income Tax reports. To support these tax filings, all ticket sales for live or recorded performances by all CLUBS of HR must be accounted for within the records of the Association. Also, all expenses and capital improvements must be recorded in the Association's books and records.
2. Tickets to all club events must be sold through the HOA per the Heritage Ranch Club Revenue & Expense Policy.
3. The HOA will file all necessary tax returns to ensure that filing requirements are met.

**I. Guidelines For Clubs Websites And Usage Of Heritage Ranch Logos**

1. When a Heritage Ranch logo is used on a Club Website, written Management permission is required.
2. Websites containing members' personal information must have a security login to protect the privacy of members.
3. The HOA is not responsible for any website content displayed on Clubs websites.
4. Websites should include the following information:
  - a. Webmaster contact information
  - b. Calendar of events
  - c. Clubs bylaws (in pdf format)
  - d. Clubs minutes (in pdf format)
  - e. Club membership applications
  - f. Photos (if desired)
  - g. Handicaps (golfing clubs)
  - h. Officers contact information
  - i. Purpose
  - j. Sub-Committees (if any)

Approved by:  
HOA Board of Directors

  
\_\_\_\_\_  
Clayton Barnes, President

  
\_\_\_\_\_  
Date

Heritage Ranch  
Forming Clubs Policy

Change History

Version A — Approved Mar. 20, 2008

Version B — Approved June 19, 2008

Version C — Approved August 21, 2008

Version D — Approved January 21, 2010

Version E – Approved October 17, 2011

Version F – Approved March 12, 2012

Version G – Approved \_\_\_\_\_, 2012

Heritage Ranch  
Forming Clubs Policy

Appendix A

Release of Liability and Accident Waiver for Heritage Ranch Social Clubs

\_\_\_\_\_  
(Enter name of club)

The below signed person is a member or resident of Heritage Ranch and desires to participate in the meetings and functions of the above named Club. The Club is a voluntary association of Heritage Ranch residents organized in accordance with its Bylaws, and holds meetings and conducts its functions in the Heritage Ranch Clubhouse and elsewhere. The meetings and functions of the Club are governed, coordinated and controlled by its members, and neither the Homeowners Association of Heritage Ranch (HOA), the Board of Directors (Board), Management Company, employees and staff members (Management) exercise control over or participate in Club functions, except in an individual capacity. The term "functions" used herein means any social or business gathering of the Club, including meetings, arranged transportation, and vendor presentations/sales, and other activity normally associated with social clubs. Vendor presentations/sales and transportation provided by independent operators are the responsibility solely of such vendor or independent operator and do not carry any endorsement or guarantee of accuracy, safety, content or quality from the HOA, Board or Management.

Club functions may involve risks, dangers and inconveniences, including, but not limited to, risk of injury, death and illness; cancellation or delay; changes in schedules, accommodations, dining options; loss of luggage and personal belongings; adverse health risks in remote areas without adequate medical facilities; differing social and economic standards; facility safety and design criteria; risks from weather and terrain conditions; risks from forces of nature; risks of travel by any means of conveyance, whether by air, water vessel, motor vehicle, or foot; and risks from strenuous personal exertion.

I acknowledge that I am physically fit to participate in the meetings and functions of the above named Club and have not been advised to abstain from participating by a qualified medical professional. I certify that I have no health related conditions, reasons or problems that preclude my participation.

In consideration for my membership in the Club above named and participation in its meetings and functions, I hereby take action for myself, my executors, personal representatives, administrators, heirs, next of kin successors and assigns as follows:

**I waive, release and discharge from any and all liability**, including but not limited to, liability arising from the negligence or fault of the HOA, Board and Management, for my death, disability, personal injury, property damage, property theft or loss, or actions of any kind which may hereafter occur to me including my traveling to and from and during the course of, Club functions. **I assume all of the risks of participation**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the HOA, Board and Management, from defective equipment or property owned, maintained or controlled by them. **I indemnify, hold harmless, and promise not to sue** the HOA, Board, Management individually, jointly or collectively, from any and all liabilities or claims I may have under law, or made on my behalf, as a result of Club functions, whether caused by their negligence or otherwise.

I acknowledge that the HOA, Board and Management are not responsible for the errors, omissions, acts or failures of any party or entity conducting Club functions.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the course of Club meetings and functions

I acknowledge that I have read this document, I declare that I am fully competent to sign it, I understand it is enforceable under law, and that by signing it I am relinquishing certain of my legal rights, and I certify that I fully understand those consequences.

\_\_\_\_\_  
Signature of Club Member

\_\_\_\_\_  
Name of Club Member / HR member number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Date

**HERITAGE RANCH BILLIARDS SOCIETY**  
**BYLAWS**

**ARTICLE I**

**NAME**

The name of the association is the Heritage Ranch Billiards Society, and hereafter referred to in this document as HRBS.

**ARTICLE II**

**PURPOSE**

The purpose of the Heritage Ranch Billiards Society (HRBS) is to develop, organize and administer a venue (Club) for the advancement and enjoyment of the sport of Pocket Billiards. This will be accomplished through scheduled social activities, skills development, and challenging, competitive tournaments.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident.

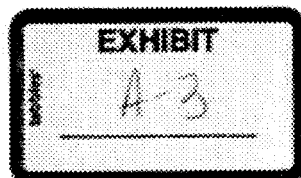
Memberships shall be for the period June 1<sup>st</sup> through May 31<sup>st</sup> of each year, with all memberships expiring on May 31<sup>st</sup>.

A *Quorum* for conducting a vote of HRBS business will consist of at least Twenty-Five Percent (25%) of the membership of record. This percentage will include at least two (2) Officers of the Society.

**ARTICLE IV**

**DUES**

Annual membership dues are \$ 0.00 per person. Future need for dues may be reviewed and implemented by majority vote of membership so long as a quorum is present for the vote.





Membership will be notified in advance of such intent and the need to vote on a dues proposal. Membership dues, if implemented will be on an annual basis and shall not be prorated.

## **ARTICLE V**

### **OFFICERS / EXECUTIVE COMMITTEE**

Officers of the HRBS shall be the President, Vice President and Secretary/Treasurer. The elected officers will exercise all powers of management of the HRBS. Each officer shall serve without compensation. The elected officers will serve as the Executive Committee.

Time, place and frequency of meetings and activities will be established by the elected Officers of the Society.

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during a General meeting of the membership during the month of May. Elected Officers will take office effective June 1<sup>st</sup>, following the election and continuing through the duration of office as stated in the following paragraph.

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

The Officers shall attend and participate at HRBS meetings.

The Executive Committee shall consist of the President, Vice President, Secretary/Treasurer and Past President.

#### **President**

The President shall preside at all meetings of the HRBS, shall call all special meetings and direct all activities of the HRBS. The president shall also work in concert with the Heritage

Ranch Management, to ensure cooperative understanding of all HRBS events at Heritage Ranch. The President shall appoint committee chairpersons and serve ex officio on all committees. The President shall represent the HRBS 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 HRBS on any advisory committees.

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 moneys of the HRBS 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 HRBS. All financial obligations shall be approved and authorized by the Executive Committee. All checks will be signed by both the President and 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**

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

## **ARTICLE VIII**

### **REMOVAL OF OFFICERS**

Any Officer may be removed from office for failure to perform the assigned duties of a given office.

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

## **ARTICLE IX**

### **EFFECTIVE DATE**

The effective for the formation of the Heritage Ranch Billiards Society (HRBS) shall be June 1<sup>st</sup>, 2008.

## **ARTICLE X**

### **COMMITTEES**

The Executive Committee 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 biannually, and approved by the Executive Committee. Each Committee shall obtain Executive Committee 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 two (2) years and for no more than two consecutive terms unless the candidate is unopposed and willing to accept the office.

The Committees shall work closely with the Executive Committee and general membership to establish a mutually beneficial relationship.

**These Committees may consist of:**

**The Rules Committee**

**The Skills and Improvement Committee**

**The Tournament Committee**

Any other Committees that are deemed necessary for effective operation of the Society by the Executive Committee.

## **ARTICLE XI**

### **GENERAL RULES**

Additional event fees may be charged for Tournaments or other activities as deemed appropriate by the Committees with Executive Committee 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 25% 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 biannual 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 Association 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 Association.

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.

## **ARTICLE XIII**

### **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 interests to serve as an Officer of the HRBS.

The Nominating Committee shall mail/email the proposed slate to the members thirty (30) days prior to the Biannual Meeting and create the ballots for voting ten (10) days prior to that Meeting.

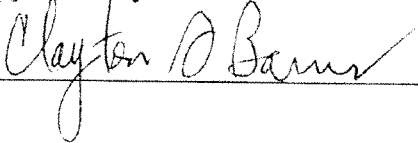
Original Bylaws: June 20, 2008

Amended: January 18, 2012

Approved by the Activities Committee Resident Organization

 Date 2-16-2012

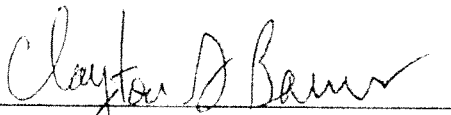
Approved by the HR HOA Board

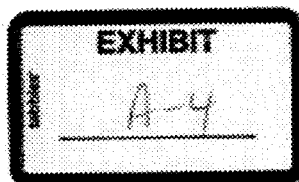
 Date 2/16/2012

The Board of Directors of Heritage Ranch voted unanimously to change the Heritage Ranch Rules & Regulations Section 9.2(d) as follows:

Section 9.2(d): Member's minor guests that are not potty trained must have double (2) swim diapers on at all times when they are in the pool.

Approved by the Board of Directors of Heritage Ranch  
April 10, 2011

  
\_\_\_\_\_  
Clayton A. Barnes, President



Revisions to Residential Design Guidelines:

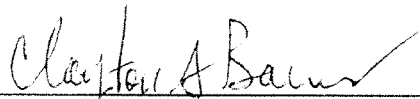
Page 15 of 22-Paragraph C LIFESTYLE ACCESSORIES of the Residential Design Guidelines, add subparagraph 20:

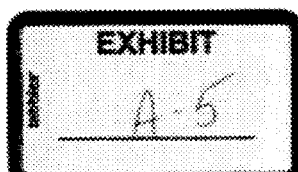
"20. Composting Containers. A Request for Modification may be submitted for a container that promotes solid waste composting of vegetation, including grass clippings, leaves or brush. Containers for composting may not exceed eight (8) cubic foot in total size, must be earth tone in color and permanently located immediately adjacent to the side or rear of the homeowner's residence. The approved composting container must be shielded from view of the street, neighbors and the golf course by approved shielding material or shrubs."

Page 15 of 22, Paragraph C-16-6 LIFESTYLE ACCESSORIES-SIGNS, is amended to read:

"Ref. CC&R 9.11 – political signs may be displayed at a residence 90 days prior to an election day and must be removed within 10 days following that election day. Only one sign per political issue or candidate may be displayed per residence. For example, a sign advocating passage of a bond issue may not be displayed on the same residential property with a sign opposing passage of the same bond issue."

Approved by the Heritage Ranch Board of Directors  
April 9, 2012

  
\_\_\_\_\_  
Clayton A. Barns, President



**Heritage Ranch  
Standards of Conduct/Conflict of Interest Policy and Declaration**

**Purpose:** This Standards of Conduct/Conflict of Interest Policy outlines the ethical principles and behavior for Heritage Ranch Board members, committee members, volunteers and paid staff and provides the annual acknowledgement and declaration to be made by *Members*.

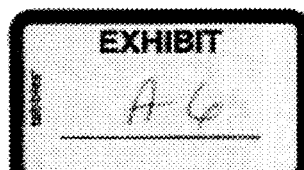
**Definition of Member:** A Heritage Ranch Homeowner Association "*Member*" is defined in this policy as a member of the Board of Directors, a member of a standing committee, a volunteer or a professional staff member.

**Objective:** All persons acting as Members comprise the leadership core of Heritage Ranch. *Members shall aspire to:*

- Perform duties with integrity, honesty, truthfulness, and adherence to public trust.
- Act according to the highest ethical standard
- Place the benefit and welfare of the Heritage Ranch Homeowner Association and the homeowner of Heritage Ranch as a priority
- Improve knowledge and skills to better serve the community needs
- Recognize cultural diversity as a strength in our community and to treat all people with respect and dignity
- Exercise best judgment independently of his/her association with any other organization or personal concern.
- Maintain the confidence of resident's personal information and not disclose it outside the scope of his/her responsibility.
- Consistently comport themselves in accordance with the Governing Documents and all published rules, regulations and policies that apply to all residents

**Conflict of Interest:** A conflict of interest exists when:

1. Any *Member* or any relative (by blood or marriage), or business partner, who has a private, economic or personal interest sufficient to appear to influence the outcome of a decision made by the *Member* from which he/she may gain personally, professionally, or financially in the pursuits of his/her own special interest.
2. Any *Member* who is associated with, or has an employment or consulting relationship with an organization receiving money from the Heritage Ranch Homeowners Association.
3. Other examples of a conflict of interest may include but are not limited to the following:
  - Self-dealing: which is defined as using your position to secure a contract for your business interest or for your own personal gain.
  - Influence peddling: which is defined as soliciting benefits in exchange for using his/her influence to unfairly advance the interest of a particular party.





- Accepting benefits: which is defined as bribery and non-token gifts from a supplier
- Using confidential information to further his/her own interest or advancing the cause of another organization.

**Determining a Conflict of Interest:** It is the responsibility of each *Member* to determine if a real or apparent conflict of interest exists and once determined declare the conflict that is influencing his/her decision-making ability and dismiss himself or herself from the deciding vote.

If a homeowner believes a conflict of interest exists, which has not been declared, the homeowner may request that the Board of Directors or the Covenant Committee review the potential conflict.

**Declaration - Potential Conflict of Interest**

A Conflict of Interest may be declared by one of two methods:

1. Personal Financial Gain: If it may appear that there is a conflict where the *Member* would have personal financial gain, they should abstain from both the discussion and the vote.
2. Organizational Gain: If it may appear that there is a conflict of interest because the *Member* serves on a board, or on a committee, or has a family employment, or consulting relationship with an organization to which funds may be awarded, but there is no personal financial gain, the *Member* should abstain from both the discussion and the vote.

If *Member 1* believes that another *Member 2* has not declared a real or apparent conflict of interest, he/she may request that *Member 2* provide a clarification regarding *Member 2's* potential personal financial gain or association with any other organization.

If a vote has been taken and any *Member* believes that the undeclared real or apparent conflict of interest existed at the time of the discussion or vote, the *Member* may contact the chairperson or the Board of Directors to discuss the matter. The Board of Directors, at its next meeting, shall determine if a revote should be held at the next Board meeting.

In accordance with this Heritage Ranch Standards of Conduct/Conflict of Interest policy, each *Member* shall acknowledge his/her understanding of the conduct standards contained herein and identify his or her affiliation with other businesses or organizations in which there may be a real or apparent conflict of interest.

This identification of affiliation is in the following form:

At this time, I am a board member, a committee member, owner, or an employee of the following organizations, or have a family member or business partner who is:

Organization	Potential Conflict
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Conflict of Interest Declaration, See Exhibit A, must be reviewed and updated as needed, but no less than annually at the first Board or committee meeting following the Annual Meeting of the Association.

Approved by:

HOA Board of Directors

Clayton A Burns

Date

2/13/2012

Change Record

Version C-- Approved February 13, 2012

**Exhibit A**

**Heritage Ranch**

**Declaration of Compliance with the Heritage Ranch Standards of Conduct/Conflict of Interest Policy**

I, \_\_\_\_\_, have read and acknowledge the Heritage Ranch Standards of Conduct/Conflict of Interest Policy, have identified any organization where a potential conflict of interest could exist and declare my agreement to comply with the requirements of this policy when I conduct Heritage Ranch business.

At this time, I am a board member, a committee member, owner, or an employee of the following organizations, or have a family member or business partner who is:

<b>Organization</b>	<b>Potential Conflict</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Declaration:**

Now, this is to certify that I, except as described above, am not now or at any time during the past year have been: (1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any organization doing business with Heritage Ranch which has resulted or could result in personal benefit to me, a family member or business partner; (2) A recipient, directly or indirectly, of any salary payment or loans or gifts of any kind or any free services or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the Heritage Ranch Homeowners Association.

**Signature of Board Member, Committee Member or Staff**

**Date**

\_\_\_\_\_  
**Printed Name of Board Member, Committee Member or Staff**

\_\_\_\_\_

# HERITAGE RANCH DUPLICATE BRIDGE ASSOCIATION

## BYLAWS

### ARTICLE I

#### Name

The name of the organization shall be the Heritage Ranch Duplicate Bridge Association, also referred to as the HRDBA.

### ARTICLE II

#### Purpose

The purpose of the Heritage Ranch Duplicate Bridge Association is to promote the interest of Heritage Ranch residents in playing competitive duplicate bridge. This will be accomplished through weekly organized duplicate play.

### ARTICLE III

#### Membership

**Section A.** Membership shall be open only to Heritage Ranch residents who are intermediate/advanced bridge players, employing many of the latest common bidding conventions.

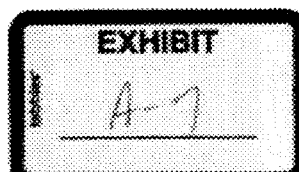
**Section B.** Members shall pay full annual dues established by a vote of the membership at the annual meeting in March. Dues are due at the annual March meeting. Anyone joining HRDBA anytime during the year will pay the full annual dues.

### ARTICLE IV

#### Officers

**Section A.** The officers of HRDBA shall consist of President, Vice President, and Secretary Treasurer. These officers will make up the Executive Committee.

**Section B.** The Executive Committee shall meet as necessary but at least once a year.



**Section C.** The election for all positions shall be by a majority voice vote. The President shall preside over all meetings, be responsible for the administration of all HRDBA business, act as an ex-officio member of all committees and ensure the financial and administrative integrity of HRDBA. The President or two Executive Committee members may call special meetings.

The responsibilities of the President shall include scheduling weekly play, providing boards/tallies, and sending out by email results of the weekly competition.

**Section D.** The Vice President shall, in the absence of the President, preside at all meetings and perform the duties of the President and other duties as assigned by the President.

**Section E.** The Secretary Treasurer shall keep records, issue notices and maintain minutes of all HRDBA meetings and Executive Committee meetings. The Secretary Treasurer shall receive all monies and pay all bills owed by HRDBA and approved by the Executive Committee, keep an up-to-date ledger recording all financial transactions, and prepare financial reports. The Secretary Treasurer shall maintain a current roster of membership.

**Section F.** The Executive Committee shall fill any vacancies occurring during the year to fill the remainder of the term by a majority vote of those present and voting.

**Section G.** Any Executive Committee member may be replaced by a majority vote of the membership whenever in its judgment the best interest of HRDBA will be served.

## **ARTICLE V** Elections

**Section A.** Any HRDBA member in good standing may be nominated for any Executive Committee position.

**Section B.** The election for all positions shall be by a majority voice vote. The elected Executive Committee will take office immediately following the close of the annual general meeting in March. Officers will serve until another member is elected to fill that Executive Committee member's position.

**Section C.** All elected Executive Committee members shall serve without compensation.

**ARTICLE VI**  
**Membership Meetings**

**Section A.** A general meeting of HRDBA shall be held annually in March. Membership should be notified at least one week in advance of any membership meetings. The Executive Committee may call special meetings as necessary. All meetings shall be conducted under Robert's Rules of Order.

**Section B.** A majority of members present and voting shall be required to pass any measures presented to the general membership unless Section D applies. The presiding officer shall vote only in case of a tie, but is not required to break a tie.

**Section C.** A quorum consists of not less than 15 members attending the meeting.

**Section D.** 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, or any changes in membership dues or changes in bylaws. A minimum of fifteen (15) full voting members must participate in said electronic vote and a majority affirmative vote of those members participating shall carry the measure proposed.

**ARTICLE VII**  
**Finances**

**Section A.** Financial records will be maintained for a period of seven years.

**Section B.** Two or more HRDBA members other than those serving on the Executive Committee shall review and certify financial records on an annual basis. The results of the review will be presented to the general membership and duly recorded in the minutes of the meeting at which presented.

**Section C.** Any two members of the Executive Committee are authorized to sign checks.

**Section D.** Any bank accounts opened on behalf of the HRDBA shall be non-interest bearing accounts in a local, recognized bank.

**ARTICLE VIII**  
Committees

**Section A.** The President may appoint temporary committees subject to the approval of the Executive Committee.

**ARTICLE IX**  
Parliamentary Authority

**Section A.** Robert's Rules of Order shall be the parliamentary authority of this organization.

**ARTICLE X**  
Amendments

**Section A.** The bylaws may be amended at any regular or specially called meeting by a simple majority vote of the voting members present, providing voting members have been given two weeks' notice of the proposed change.

**Section B.** Any HRDBA member, with the written endorsement of at least four other HRDBA members may propose an amendment to these bylaws.

**Section C.** Any amendments made to these bylaws must be approved by the HR HOA Board of Directors.

Approved by Membership on the 12th day of March, 2012.

Approved by Activities Committee Resident Organization on the 26<sup>TH</sup> day of March, 2012.



\_\_\_\_\_  
(Authorized Signature)

Approved by HR HOA Board on the 26<sup>th</sup> day of March, 2012.



\_\_\_\_\_  
(Authorized Signature)

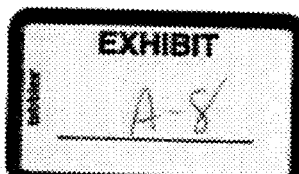
**Heritage Ranch Policy  
Non-Resident Participation**

**A. Basic Concepts**

1. All Heritage Ranch facilities and activities exist for the benefit of Heritage Ranch residents.
2. Definitions:
  - Non-Resident — A person who is not a homeowner at Heritage Ranch and does not pay the quarterly assessments and F&B Food Minimums.
  - Guest — A Non-Resident who participates in HR activities at the invitation of a homeowner.
  - HOA Sanctioned Activity — An activity that uses "reserved" space in the Clubhouse or other HOA facility or is scheduled on the HOA master calendar.
3. This policy applies to:
  - Events with tickets sold by the HOA
  - Events where homeowner organizations sell their own tickets
  - Events such as travel trips where the number of participants is limited
  - Activities in the Clubhouse where space for the activity is reserved on the Clubhouse use calendar
  - Activities in the Clubhouse where space is limited, for example the Fitness Center

**B. Events / Performances**

1. Each Heritage Ranch event will be announced for resident signup with a specific date for making reservations and/or purchasing a ticket.
2. If an event does not fill up by a date designated by the HOA Community Events Director, HOA members may then obtain additional tickets to the events.
3. Each of the 1144 households or HOA members has the option to obtain two tickets to an activity before the activity is opened for additional tickets.
4. If space for an activity is limited, it will be allocated on a first come first serve basis to residents.
5. The HOA Community Events Director will consider special cases for early access to additional tickets. Examples are three residents in a household and out of town house guests.
6. It is the responsibility of each resident to keep track of upcoming events, decide if he/she wants to participate, and sign up early.
7. It is important that events in which Heritage Ranch residents perform have sufficient space to accommodate close friends and family. Performing organizations are encouraged to schedule enough performances to allow for significant non-resident attendance. Prior year history should be used as a guide.





**Heritage Ranch Policy  
Non-Resident Participation**

**C. Classes**

1. Non-Resident participation in classes is not allowed unless that class requires a partner for participation, such as ballroom dancing. An HOA member may bring a non-resident to be his/her-partner.

**D. Participation of Non-Residents in Resident Organizations and Activities**

1. Non-Residents are not allowed as members of resident organizations.
2. Non-Residents who have purchased golf passes and joined the appropriate golf association may participate in the said association events.
3. Some activities of resident organization, such as disc golf, do not require use of HOA facilities such as the Clubhouse, tennis courts, lakes and outdoor swimming pool and do not impact the availability of these facilities for the Residents. These organizations should try to limit any activity to 20% non-residents.
4. If events, such as a Travel Club trip or a Day-Trippers trip, have limited space, Non-Resident participation is only allowed if there is excess space that is not used by residents.
5. HOA sanctioned activities held in the clubhouse or using HOA facilities are open to Residents only. Examples of these activities are card games, classes, study groups, etc.
6. Guests may participate in limited HOA sanctioned activities that specifically provide for Non-Resident participation. Examples of these activities are Kid's Camp, Golf Camp, Easter Egg Hunt, Storyteller's Club, and as a dance partner with a resident member. There are occasionally situations when a "Guest Performer" is needed to fulfill a role in a Performing Arts production. This shall only happen when there is no qualified resident to fill a particular role. The organizations affected are the Variety Show, Chorale and Theatre Guild. The HOA Board must approve any participation by a non-resident.

Recommendation Approved by the Activities

Committee:

Change Record

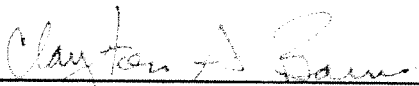
Version A — Approved June 19, 2008

Version B — Approved by the HOA Board, August 21, 2008

Version C – Approved by the HOA Board, August 29, 2011

Approved by:

HOA Board of Directors:

  
\_\_\_\_\_

Clayton A Barnes, President

  
\_\_\_\_\_

Date

## HERITAGE RANCH THEATRE GUILD BYLAWS

We, as members of the organization known as the Heritage Ranch Theatre Guild, hereinafter referred to as the "Guild," join together in order to promote and preserve our common interests and objectives and to hereby and herewith establish the following rules and by-laws to govern and guide our organization. There shall be a Guild Board elected as provided, hereinafter referred to as the "Board."

### ARTICLE I

#### PURPOSE

The Guild is an independent, non-profit entity that may develop and present Heritage Ranch productions for the enjoyment of our residents.

### ARTICLE II

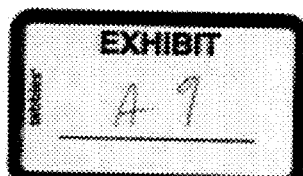
#### MEMBERSHIP

- A. The Guild is headquartered at Heritage Ranch and is made up of Heritage Ranch residents.
- B. Membership is open to anyone living in Heritage Ranch who enjoys performing, or who wishes to assist in other aspects of play production or administrative activities of the Guild. The only qualification is payment of the annual dues and a willingness to participate in the work of the Guild
- C. Annual dues shall be \$10.00 per member. Dues are subject to change by recommendation of the Board and a vote of the membership.

### ARTICLE III

#### GUEST PERFORMERS

The Board has the discretion to invite non-resident guest performers to appear in a particular production requiring an actor in a role for which no resident was deemed to be qualified during the audition process. The invitation to the guest performer must be approved by the HOA Board prior to the commencement of rehearsals as required by the "Non-Resident Policy," paragraph D.6.



## ARTICLE IV

### ORGANIZATION AND GOVERNMENT

Members of the Board and their basic responsibilities shall be as follows:

- A. **PRESIDENT:** Shall be responsible for all operations of the Guild, participating in all events and activities; shall support the efforts and functions of all other Board members; shall ensure that all Board members and the general membership are apprised of their responsibilities, activities, and actions planned or in progress; shall preside at all Board and membership meetings; shall bring to the attention of the Board any and all grievances and complaints; and shall appoint a chairman for the Social Committee, as well as support and oversee the activities of that committee. The President shall attend all Activity Committee meetings. The President shall attend Ballroom Improvements Sub-Committee meetings when the Production Manager is unavailable to attend.
- B. **VICE PRESIDENT:** Shall participate in all Board and Guild activities; shall assume and perform all duties of the President when that individual is absent. The Vice President shall serve the unexpired term of the President, should the President leave office. The Vice President shall head the Membership Committee. The Vice President shall chair the Nominating Committee for each general election of Board members. The Vice President shall be responsible for submitting articles to the *Ranch Reporter* as well as to outside sources, as determined by the Board. The Vice President shall work with the director of each play to prepare the flyer, the poster, the email blasts, and the program, making sure each is completed in a timely manner.
- C. **SECRETARY:** Shall record, transcribe, and maintain minutes of all Board and general membership meetings. A copy of the Board minutes shall be sent to each Board member, and a copy of all general membership minutes shall be sent to all members. The Secretary shall maintain files and records pertaining to the Guild activities. The Secretary shall be responsible for all communications to the Board and the membership. The Secretary shall serve as Treasurer, if needed.
- D. **TREASURER:** Shall handle membership dues, reimbursements from the HOA, and any other miscellaneous revenues; shall maintain the membership roster to include the name, address, phone number, and email of each member; shall provide the roster to the rest of the Board and to the Secretary for distribution to the membership. The Guild's funds must be placed in a non-interest bearing account. The Treasurer shall be responsible for all expenditures. The Treasurer shall order tickets through the Community Events Director, hereinafter referred to as the "CED." The Treasurer shall supervise show ticket sales and shall reconcile production expenses and revenue with the CED. The Treasurer shall attend all Activity Committee meetings.
- E. **PRODUCTION MANAGER:** The Production Manager shall work with the Director in development of a production plan, and he/she shall (if necessary) appoint a committee known as the Production Committee to assist in all artistic and technical aspects of the production. The Production Manager shall schedule performance dates and rehearsal dates with the CED.

The Production Manager shall attend all Ballroom Improvements Sub-Committee meetings.

## ARTICLE V

### REMOVAL OF OFFICERS

Any officer may be removed from the Board for failure to attend three consecutively scheduled meetings of the Board, which have been duly noticed in accordance with notification of scheduled meetings.

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

## ARTICLE VI

### NON- BOARD MEMBERS AND COMMITTEES

- A. **Director:** Shall consult with the Production Manager to create and adhere to the production plan; shall work with the Production Manager to schedule performance dates and rehearsals well in advance of the production; and shall be in charge of all rehearsals. The Director is not a member of the Board.
- B. **Play Selection Committee (PSC):** Shall be a standing committee reporting to the Board; shall consist of no less than five (5) and no more than seven (7) appointed members. Vacancies on the Committee shall be filled by appointment by the PSC Chair. The PSC is responsible for finding, reading, and recommending plays. The PSC shall recommend specific plays to be presented during the calendar year. Committee members shall have term limits of two years but may be asked to continue for an additional two years.
- C. **Other Committees:** Each Board member shall be responsible for providing supervision for designated committees. These committees may be permanent, such as the Production Committee, the Social Committee, and the Historical Committee, or they may be designated for a single, specific project such as purchase of a particular piece of equipment or a special Guild need.

## ARTICLE VII

### MEETINGS

- A. General meetings of the membership shall be held every second Thursday of the month unless designated otherwise by the Board. A quorum shall be required as defined in ARTICLE XI.
- B. Board meetings will normally be held once a month. A quorum for the Board shall be three of the five members present.
- C. Special meetings of the membership may be called as needed.

## ARTICLE VIII

### ELECTION AND TERMS OF OFFICE

- A. To provide candidates for the annual election in December, the Vice President shall head a Nominating Committee, which shall be responsible for recruiting candidates for each vacant Board position and for preparing a ballot form containing the candidates' names for each office. If the Vice President is running for an office, the Board shall appoint the head of the Nominating Committee.
- B. The Nominating Committee shall be composed of the Vice President, or the Board-appointed member, and four (4) Guild members selected by the Vice President or the Board-appointed member.
- C. Terms of office shall be for two (2) years and shall commence on January 1. The President and Treasurer shall be elected in the same year, starting December 2012. The Secretary, Vice President, and Production Manager shall be elected for a two (2) year term on alternate years starting December 2013. The Vice President shall be elected for an initial term of one (1) year in December 2012.
- D. A couple residing in the same home may not serve on the Board concurrently.

## ARTICLE IX

### OPERATIONAL RELATIONSHIP WITH HERITAGE RANCH

- A. Scheduling.
  - 1. The Production Manager's duties shall include working with the CED regarding all scheduling arrangements for use of Heritage Ranch facilities for play productions and rehearsals.
  - 2. All major events and activities of the Guild which involve use of the ballroom shall be scheduled with the CED. Rehearsals for small groups using other rooms of the Ranch may be scheduled as needed, based on space available.

- B. Facilities Set-Up.

The Production Manager shall meet with CED, or his/her designee, on an annual basis at a time as mutually agreed to determine basic facility and equipment arrangements and to complete any necessary paperwork. Because a production may occur many months after this initial meeting, additional meetings may be required to plan technical arrangements for staging, sound, and lighting, and these meetings may be scheduled at a later date.

## ARTICLE X

### REVENUE AND EXPENSES

- A. All revenues generated from membership dues shall be deposited into the Guild's account by the Treasurer. Dues shall be spent on social functions and shall be kept separate from production proceeds.
- B. There may be a reasonable ticket charge for the Guild's performances. Revenues from ticket sales and donations shall be administered by the HOA.
- C. All technical equipment purchase requests shall be submitted to the Ballroom Improvements Sub-Committee for review, approval and purchase. Such equipment shall become the property of the HOA. Set, production, performance supplies and materials (Consumables) purchased by the Guild for its own internal use are subject only to approval by the Guild membership and/or the Board as described in ARTICLE X, D.
- D. The Treasurer shall be responsible for all expenditures up to one hundred dollars (\$100.00). Any items not covered in the annual production budget which are in excess of one hundred dollars (\$100.00) must be approved by a quorum of the Board and a quorum of the membership. Any member presenting a bill to the Treasurer for expenses must present a valid receipt before reimbursement can be made.
- E. For purposes of membership and monetary business of the Guild, the fiscal year shall be the calendar year.
- F. An annual audit of the Treasurer's books shall be completed prior to the December general meeting each year. The President shall appoint an Audit Committee for this purpose.

## ARTICLE XI

### RULES OF ORDER AND QUORUM

Parliamentary procedures set forth in *Robert's Rules of Order* shall govern the meetings of the Guild. The quorum for general membership meetings of the Guild shall require a majority of the Board and either twenty-five percent (25%) of the membership or at least twelve (12) members in attendance.

## ARTICLE XII

### AMENDMENTS

These Bylaws may be amended, appealed, or altered in whole or in part by a majority of the membership present at any regular or special meeting, provided that the general membership has been notified of such proposed action at least ten (10) days prior to such consideration. All proposals of amendments shall be submitted to the Guild Board at least thirty (30) days prior to their consideration by the general membership. Any amendment(s) to these Bylaws must be approved by the HOA Board of Directors.

By-Laws initially approved 8/2/08.

Amended and approved by HRTG Membership

Karen Head Date 8/21/12  
Karen Head, President

Approved by the Activities Committee Resident Organization

RJ Dill for Tom MORRISON Date 8/21/12

Approved by the HOA Board

Clayton A. Sam Date 8/27/12

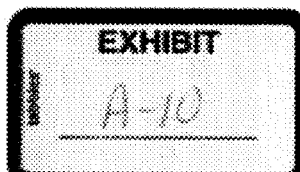
# Heritage Ranch Club Revenue & Expense Policy

## A. General Concepts

1. Clubs whose by-laws have been approved by the Heritage Board of Directors and are in good standing may sell tickets to their events.
2. Ticket sales are subject to State Sales Tax which must be collected and reported by the HOA. Tickets may be purchased from the HOA or through club member sales.
3. Club dues are not subject to sales tax. All other revenue must be recorded by the HOA.
4. Clubs may issue complementary tickets at their discretion. These tickets are not subject to sales tax.
5. Event expenses approved by the club will be reimbursed by the HOA.
6. The HOA will maintain a record of club revenues and expenses and provide those records to the clubs upon their request.

## B. Ticket Sales & Expense Tracking Policy

1. All ticket sales to HOA functions must be processed through the Community Events Director and can be paid for by cash, check, or member account.
2. Club members may sell tickets, but they must be accounted for through the Community Events Director.
3. Any expenses incurred for club's productions will be tracked and processed by the Community Events Director. Funds needed for pre-performance expenses will be paid by the HOA and deducted from ticket sales.
4. Net profit will be tracked by the Community Events Director and available to the club any time throughout the year. Reimbursement to the club can be made based on projected future sales.
5. If at year end the club has unused funds, the funds, less any applicable income taxes, will be credited to the Performing Arts Fund, a separate bank account for purchases suggested by the Ballroom Improvements Sub-Committee of the Activities Committee and approved by the HOA Board.
6. Funds that are carried over from one year to another will be shown on the HOA Balance Sheet in the "Performing Arts Fund". The Performing Arts Fund, formerly known as the Ballroom Improvements Fund, is the fund set aside for the Ballroom Improvements Subcommittee of the Activities Committee to fund designated expenditures for items/equipment to enhance the Ballroom on an ongoing basis from a list of prioritized needs. The fund will also be responsible for covering performance rights fees i.e.





ASCAP, BMI, and SEASAC. This fund is not to be used for any other purpose unless agreed upon by the Ballroom Improvements Subcommittee with final agreement from the Activities Committee and the Board of Directors.

7. All tickets sold are subject to sales tax. The HOA will account for the taxes being collected and will file the required forms with the state.
8. The individual clubs may determine the price of tickets and whether the sales tax is inclusive or added on.
9. Clubs may maintain a reasonable petty cash account. In order to replenish their cash account, they will need to submit the receipts for the petty cash expended.

### **C. Club Ticket Sales Procedure**

1. Tickets and Sales Forms will be provided to clubs by the Community Events Director.
2. Each club will provide a liaison to work with the Community Events Director. The liaison will be responsible for distribution of tickets to club members who will sell tickets.
3. A sales form for each ticket seller provides accountability.
4. When a ticket seller "sells" tickets, the buyer's name, club number, and signature will be entered on the form. The buyer will be given tickets at that time.
5. If a ticket sale is made for cash or check, the cash or check must be attached to the form.
6. Sales forms will be processed through the HOA.

### **D. Annual Budget Projection**

1. All clubs/organizations that generate revenue through ticket sales, advertisement or other means and incur expenses during the year will provide to the Activities Committee by September 1<sup>st</sup> a monthly budget for the following year. The budget will forecast anticipated revenue and expenses. The Activities Committee will review each Revenue Generating Club's budget. A final budget will then be presented to the HOA General Manager by October 1<sup>st</sup>.

### **E. Procedure for Clubs not Adhering to Heritage Ranch Club Revenue & Expense Policy**

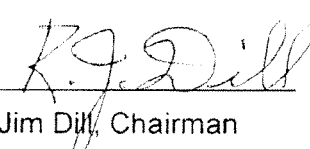
1. All clubs that generate ticket sales and incur expenses during the year must follow the preceding guidelines and procedures stated in Sections A-D.

2. If a club does not follow said guidelines and procedures, it is then the responsibility of the Activities Committee to recommend to the HOA Board of Directors that the club in violation give up its by-law status and become an unaffiliated group.
3. As an unaffiliated group, use of the facilities for meetings or rehearsals would no longer have priority scheduling privileges.
4. If an unaffiliated group plans to charge entry fees to meetings or performances, a room rental fee would be required for each meeting, rehearsal or performance. Clubs would incur room rental fees based on the rates provided by the Outside Sales Director. All proceeds from ticket sales collected would belong to the group and the group would be responsible for paying all franchise and sales taxes.

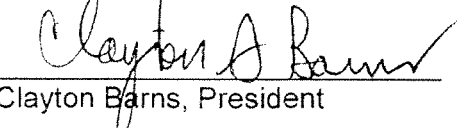
Approved by the Activities Committee

Frank Seestrom, Chairman      December 14, 2009  
 Jim Dill, Chairman              January 11, 2010

Version A -                      Approved by the HOA Board, Jan. 21, 2010  
 Version B -                      Approved by the HOA Board, Feb. 18, 2010  
 Version C -                      Approved by the HOA Board, Jan 16, 2012

      7/19/12  
 Jim Dill, Chairman              Date

Approved by the Heritage Ranch HOA Board of Directors:

      7/30/12  
 Clayton Barns, President      Date

# HERITAGE RANCH TUESDAY INTERMEDIATE BRIDGE ASSOCIATION

## BYLAWS

### ARTICLE I

#### Name

The name of the organization shall be the **Heritage Ranch Tuesday Intermediate Bridge Association**, hereafter referred to as the **HRTIBA**.

### ARTICLE II

#### Purpose

The purpose of the **HRTIBA** is to promote the interest of Heritage Ranch residents in playing competitive bridge at the intermediate level or higher. This will be accomplished through weekly organized play.

### ARTICLE III

#### Membership

**Section A.** Membership shall be open only to Heritage Ranch residents who are intermediate/advanced bridge players, employing many of the latest common bidding conventions.

**Section B.** Members shall pay annual dues in an amount established by a vote of the membership at the annual meeting in **January**. The purpose of any dues will for the purchase of bridge supplies, as needed. Dues are due at the annual **January** meeting. Anyone joining **HRTIBA** anytime during the year will pay the full annual dues.

### ARTICLE IV

#### Officers

**Section A.** The officers of **HRTIBA** shall consist of President, Vice President, and Secretary Treasurer. These officers will make up the Executive Committee.

**Section B.** The Executive Committee shall meet as necessary but at least once a year.



**Section C.** The election for all positions shall be by a majority vote. The President shall preside over all meetings, be responsible for the administration of all **HRTIBA** business, act as an ex-officio member of all committees and ensure the financial and administrative integrity of **HRTIBA**. The President or two Executive Committee members may call special meetings.

The responsibilities of the President shall include scheduling weekly play, as well as sending out a weekly email reminder of those who will play that week.

**Section D.** The Vice President shall, in the absence of the President, preside at all meetings and perform the duties of the President and other duties as assigned by the President.

**Section E.** The Secretary Treasurer shall keep records, maintain the membership roster, issue necessary notifications and maintain minutes of all **HRTIBA** meetings and Executive Committee meetings. The Secretary Treasurer shall receive all monies and pay all bills owed by **HRTIBA** and approved by the Executive Committee, keep an up-to-date ledger recording all financial transactions, and prepare financial reports.

**Section F.** The Executive Committee shall fill any vacancies occurring during the year to fill the remainder of the term by a majority vote of the membership.

**Section G.** Any Executive Committee member may be replaced by a majority vote of the membership whenever in the membership's judgment the best interest of **HRTIBA** will be served.

## **ARTICLE V**

### Elections

**Section A.** Any **HRTIBA** member in good standing may be nominated for any Executive Committee position.

**Section B.** The election for all positions shall be by a majority vote. The elected Executive Committee will take office immediately following the close of the annual general meeting in **January**. Officers will serve until another member is elected to fill that Executive Committee member's position.

**Section C.** All elected Executive Committee members shall serve without compensation.

**ARTICLE VI**  
Membership Meetings

**Section A.** A general meeting of **HRTIBA** shall be held annually in **January**. Membership should be notified at least one week in advance of any membership meetings. The Executive Committee may call special meetings as necessary. All meetings shall be conducted under Robert's Rules of Order.

**Section B.** A majority of members present and voting shall be required to pass any measures presented to the general membership unless Section D applies. The presiding officer shall vote only in case of a tie, but is not required to break a tie.

**Section C.** A quorum consists of not less than **12** members attending the meeting.

**Section D.** A vote of the general membership on a particular measure may be held by electronic means, such as e-mail or other similar technology. A minimum of twelve (12) full voting members must participate in said electronic vote and a majority affirmative vote of those members participating shall carry the measure proposed.

**ARTICLE VII**  
Finances

**Section A.** Financial records will be maintained for a period of seven years.

**Section B.** Two or more **HRTIBA** members other than those serving on the Executive Committee shall review and certify financial records on an annual basis. The results of the review will be presented to the general membership and duly recorded in the minutes of the meeting at which presented.

**Section C.** Any two members of the Executive Committee are authorized to sign checks.

**Section D.** Any bank accounts opened on behalf of the **HRTIBA** shall be non-interest bearing accounts in a local, recognized bank.

**ARTICLE VIII**  
Committees

**Section A.** The President may appoint temporary committees subject to the approval of the Executive Committee.

**ARTICLE IX**  
Parliamentary Authority

**Section A.** Robert's Rules of Order shall be the parliamentary authority of this organization.

**ARTICLE X**  
Amendments

**Section A.** The bylaws may be amended at any regular or specially called meeting by a simple majority vote of the voting members present, providing voting members have been given two weeks' notice of the proposed change.

**Section B.** Any **HRTIBA** member, with the written endorsement of at least four other **HRTIBA** members may propose an amendment to these bylaws.


**Section C.** Any amendments made to these bylaws must be approved by the HR HOA Board of Directors.

Approved by membership on the 24<sup>th</sup> day of April, 2012.

Approved by Activities Committee Resident Organization on the 14 day of May, 2012.

  
\_\_\_\_\_  
(Authorized Signature)

Approved by HR HOA Board on the 14 day of May, 2012.

  
\_\_\_\_\_  
(Authorized Signature)

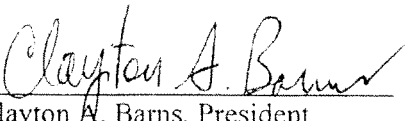
## RESIDENTIAL DESIGN GUIDELINES FOR HERITAGE RANCH MODIFICATION

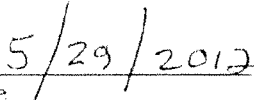
The above referenced Residential Guidelines for Heritage Ranch are amended as follows:

1. Page 13 of 22 – Paragraph 16 **Mailboxes** of the Residential Guidelines, is modified to read:

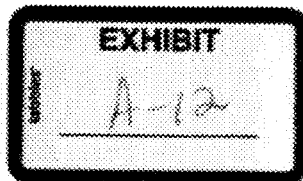
Mailboxes within Heritage Ranch shall be of a uniform black aluminum (simulating iron) construction and will be located in pairs or singularly as originally installed by the Developer.

Modifications Approved by the HR Board of Directors May 29, 2012:

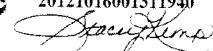
  
Clayton A. Barns, President

  
Date

Design Guidelines Modifications 5/2012



Filed and Recorded }  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
10/16/2012 09:50:47 AM  
\$200.00 CJAMAL  
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## **Exhibit “B”**

**Amendment to Sections 6.9 through 6.11 of the Heritage Ranch Rules & Regulations (Dress Code)**



**The Board of Directors of The Homeowners Association of Heritage Ranch voted unanimously to change the Heritage Ranch Rules & Regulations Sections(s) 6.9 through 6.11 as follows:**

**6.9 DRESS CODE**

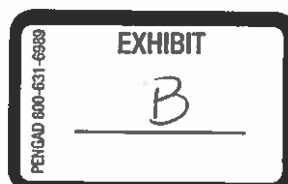
Members are responsible for seeing that their guests and families conform to the dress code. **Club Management reserves the right to refuse Corral Grill, Outpost, Golf, Tennis, Swimming or Fitness Center privileges to anyone it determines to be in violation of the dress code.**

- (a) **Golf** – Shirts must be worn at all times on the course and within the social area of the Club. Men’s and boy’s shirts must have collars or mock neck. 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. Ladies’ and girls sleeveless tops must have a collar. A collar is optional on tops with sleeves. 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 and accompanied guests must wear appropriate attire in styles specifically designed for tennis at all times while using the tennis facilities. Only shoes (sneakers) specifically designed for tennis are allowed on the tennis courts; no black-sole shoes of any type. Items not specifically associated with tennis, such as but not limited to, bikes, scooters, etc. are not allowed on the Court.
- (c) **Swimming** – Only proper swimming attire is permitted in the pool areas. Cutoffs are prohibited. Adults may wear street clothes with rubber soled shoes when they are present to supervise their guests. Wet bathing suits are not permitted outside the pool areas. No golf clubs, golf balls or other non-swimming equipment is allowed in the pool area.
- (d) **Fitness Center**—Since this facility is designed for exercise and the well-being of Heritage Ranch residents and guests, the dress code is relaxed to accommodate freedom of movement and ease of equipment use. However, if a Fitness Center user wishes to go to other areas of the clubhouse where the dress code is less relaxed, the resident/guest must change into clothing that is appropriate for that part of the facility.

Athletic sneakers with socks must be worn at all times (Cross-Trainer sneakers are recommended for safety and comfort). A member guest must adhere to this dress code and must be at least 19-years old.

Since SAFETY is paramount at the HR Fitness Center users are encouraged to attend at least one Equipment Orientation session (available monthly), or, contact a member of the Fitness Center Advisory Team for a personal orientation.

Only exercise attire and casual wear appropriate for safe use of gym/fitness center equipment is permitted.



**Men:**

**Allowed:** Exercise tees, exercise shorts, athletic pants, pullover tops, tank tops, sweatshirts, as well as other appropriate casual wear suitable for exercise.

**Not Allowed:** Alteration of attire designed for exercise activity (sleeves cut off sweat shirts, etc.), suggestive print or pictures on attire that may be offensive.

**Ladies:**

**Allowed:** Exercise tees, Capris, pullover tops, tank tops, shorts, performance bras with cover shirt with or without sleeves.

**Not Allowed:** Alteration of attire designed for exercise activity (sleeves cut off sweat shirts, shorts converted to short-shorts), suggestive print or pictures on attire that may be offensive.

**(e)Corral Grill (Recommended) -**

**Before 4pm Monday-Saturday**

- A relaxed dress code will be in place
- Shirts and shoes are required for all members and guests
- Muscle tanks, short shorts and cut offs are not allowed

**After 4pm Monday-Saturday and all day Sunday**

Casual attire is appropriate in the Corral Grill such as the following:

**Men –**

- Collared shirts, turtleneck, or mock turtleneck shirts
- Non-printed sweatshirts and wind shirts over collared, mock or turtlenecks shirts
- Slacks, shorts, denim slacks/shorts, and coordinated workout suits  
T-shirts, printed or plain, t-shirt tanks, Henleys and sweatshirts are not allowed.

**Ladies –** The following items are considered as appropriate

- Fashion knit tops, sleeveless or strapless tops and dresses
- Non-printed sweatshirts and wind shirts over collared, mock, or turtleneck tops
- Slacks, shorts, skirts, denim and coordinated workout suits

T-shirts printed or plain, t-shirt tanks, short shorts, cut offs, tennis skirts or sweatpants are not allowed.

**Boys and Girls 12 years** of age and under have a relaxed dress code but are required to wear shirts and shoes

Persons wearing bathing suits must be covered up at all times when entering the building and are not allowed in the Grill at any time. The only exception is for persons entering the building to use the bathrooms adjacent to the outdoor pool.

Dress restrictions in the Corral Grill may be imposed or waived for specifically designated special events.

**(a) The Outpost -**

- A relaxed dress code will be in place.
- Shirts and shoes are required for all members and guests
- No muscle tanks, short shorts or cut offs are permitted

Members are responsible for requesting their guests to conform to the dress code. **Club Management reserves the right to refuse Corral Grill or Outpost 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 first-come, first-serve basis.
- (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 FITNESS CENTER**

- (a) Club Members may have no more than 1 guest in the Fitness Room at one time and the guest must be at least 19 years old.
- (b) Club Members will have preference to all fitness equipment before member's guests if the facility is crowded.
- (c) Club Members will restrict use of any particular type of exercise unit to thirty (30) minutes if other members are waiting for that type of unit.
- (d) Exercise equipment users should wipe down equipment before and after used with provided towels.

Approved by the Board of Directors of The Homeowners Association of Heritage Ranch  
March 4, 2013

  
\_\_\_\_\_  
Clayton A. Burns

  
\_\_\_\_\_  
Date

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Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
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\$234.00 MIBORQUEZ  
20140304000197150

*Stacey Kemp*