# SUPPLEMENT AND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR

#### **HERITAGE RANCH**

[Club Revenue & Expense Policy; Men's Golf Association Bylaws; Release Requirements for Photographs, Films or Videos; Bylaws of the Democratic Club; Bylaws of Men's Nine Hole Golf Association; Bylaws of Road Runners Travel Club; By-Laws of Genealogical Society; Ranch Reporter Guidelines; Rules & Regulations Dress Code]

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

THIS SUPPLEMENT AND AMENDMENT TO NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH (this "Supplement/Amendment") is made this 27 day of FERRIARY 2014, by The Homeowners Association of Heritage Ranch, Inc. (the "Association").

#### WITNESSETH:

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

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

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

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

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

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

WHEREAS, on or about August 8, 2005, the Association filed a Corrected First Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch at Volume 5976, Page 00016 et seq.

of the Real Property Records of Collin County, Texas (the "Corrected First Supplement"); and

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

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

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

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

WHEREAS, the Association desires to supplement the Notice to include the additional dedicatory instruments attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Association also desires to amend Sections 6.9 through 6.11 of the Heritage Ranch Rules & Regulations recorded by the Second Supplement as set out in the document attached hereto as Exhibit "B" and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibits "A" and "B" are true and correct copies of the originals and are hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

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

#### **ACKNOWLEDGMENT**

STATE OF TEXAS §	
COUNTY OF COLLIN §	
William (NICOL)	authority, on this day personally appeared of The Homeowners Association of
	person whose name is subscribed to the foregoing
instrument and acknowledged to me that (s)he e	executed the same for the purposes and consideration
therein expressed on behalf of said corporation	
•	
SUBSCRIBED AND SWORN TO BI	EFORE ME on this 27 day of Februar
2014.	Elsah Starkens
2 . R! Plu	Notary Public - State of Texas
Deborah S Hawkins  My Commission Expires	3-/-/6
03/01/2016	My Commission Expires

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#### Exhibit "A"

A-1	Heritage Ranch Club Revenue & Expense Policy
A-2	Heritage Ranch Men's Golf Association Bylaws
A-3	Heritage Ranch Policy - Release Requirements for Photographs, Films or Videos of Heritage Ranch for Commercial Use
A-4	The Democratic Club at Heritage Ranch Bylaws
A-5	Heritage Ranch Men's Nine Hole Golf Association Bylaws
A-6	Heritage Ranch Road Runners Travel Club Bylaws
A-7	Heritage Ranch Genealogical Society By-Laws
A _Q	Panch Panorter Guidelines

## Heritage Ranch Club Revenue & Expense Policy

#### A. General Concepts

- 1. Clubs whose by-laws have been approved by the Herltage Ranch (HR) Board of Directors and are In good standing may sell tickets to their events.
- 2. All revenue must be recorded by the HOA. Ticket sales are subject to State Sales Tax. Therefore, tickets must be purchased from the HOA.
- 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.
- 7. This pollcy assumes that all residents have access to a computer via a home computer, Clubhouse computer or have the ability to contact the Front Desk to purchase tickets to all major HOA events.

#### B. Ticket Sales & Expense Tracking Policy

- 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. Any expenses incurred for club's productions will be tracked and processed by the Community Events Director. Funds needed for preperformance expenses will be paid by the HOA and deducted from ticket sales
- 3. 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.
- 4. 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 Baliroom Improvements Sub-Committee of the Activities Committee and approved by the HOA Board.
- 5. 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

EXHIBIT /- / - /

- purpose unless agreed upon by the Ballroom Improvements Subcommittee with final agreement from the Activities Committee and the Board of Directors.
- 6. 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.
- 7. 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 expensed.

#### C. Club Ticket Sales Procedure

- 1. General Ticket Sales for the Entire HR Community
  - i. It is the responsibility of a Club, Organization, or Paid Staff sponsoring an event to provide relevant information to the Community Events Director for the Ticket Selling System. The Community Events Director will enter all event parameters into the Ticket Selling System. This information includes but is not limited to the following:
    - Who can sign up for the tickets before ticket sales are opened to the HR residents
    - · When tickets will go on sale
    - How many tickets can be purchased
    - Price of each ticket
    - Date and time of the event
    - Seating Configuration
      - a. Theatre Seating (i.e., Spring Concert Series, Chorale Concerts, Theatre Guild, Variety Show)
      - b. Dining Table Seating (i.e., Trivia Night, Dinner Theatre, Special Events)
      - c. Other configurations that may be specific to Food & Beverage Director or Community Events Director
- 2. If more than two residents live in a household, the Community Events Director has the capability to override the existing ticket parameters to include all members in the household.
- 3. If an individual purchases a table or a group of tickets, payment is the responsibility of said individual. If these tickets are to be designated to other parties, the individual purchasing the table or group of tickets can work with the Community Events Director to coordinate seating assignments and appropriate payment of booked tickets. Reservations for Heritage Ranch HOA events which are made through the website or Front Desk and involve a monetary transaction (i.e., Dances, Veteran's Day) may not be cancelled within 72 hours of the event. Tickets sold through the Heritage Ranch HOA for HR events or activities with tickets sold through the HOA (i.e., Concert Series, Theater, Chorale) cannot be returned after purchase.

4. Private events are not subject to being broadcast on the HOA ticket website.

#### 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 anticlpated 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

- All clubs that generate ticket sales and Incur expenses during the year must follow the preceding guidelines and procedures stated in Sections A-D.
- 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, Chalrman January 11, 2010

Jim Dill, Chairman TBD

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

Version D -

Approved by the HOA Board, July 30, 2012

Jim Dill, Chairman

Date

Approved by the Heritage Ranch HOA Board of Directors:

Clayton Barns, President

Date

#### HERITAGE RANCH MEN'S GOLF ASSOCIATION BYLAWS

### ARTICLE I

The name of the association is the Heritage Ranch Men's Golf Association also known as HRMGA.

### ARTICLE II

- 1. To promote interest in and improvement of golf among male members of Heritage Ranch.
- 2. To develop, organize, and increase participation in all golf tournaments sponsored by the HRMGA.

### ARTICLE III MEMBERSHIP

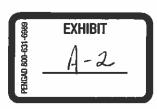
Membership is open to any male age 48 or older who is either an owner, resident, annual pass holder or prospective owner under contract at Heritage Ranch.

### ARTICLE IV

- Dues will be established by the MGA Board annually and approved by the HRMGA membership at the annual general membership meeting. Following the first MGA tournament, dues will be prorated for any first time member according to the number of tournaments remaining during the year. Dues will not be prorated below 50% for the year and are payable when billed.
- 2. Only members with dues paid in good standing are eligible to vote or to be considered for MGA office.
- 3. Only members with dues paid in good standing are eligible to play in MGA sanctioned tournaments.

### ARTICLE V OFFICERS / BOARD OF DIRECTOR

- Members of the Board shall be the President, Vice President, Secretary, Treasurer and the Past President. Each Officer shall serve without compensation.
- 2. Duties of the Board shall be to manage and control the affairs of the



#### **HRMGA**

#### ARTICLE VI ELECTION OF OFFICERS

- 1. The election of HRMGA Officers shall take place during the end of the year annual membership meeting. Annually either two or three members will be elected to the Board based upon the number of expiring terms. Board vacancies will be filled from a slate of qualified nominees, not to exceed six, presented by a nominating committee chaired by the Vice President. The Vice President shall automatically become President in the year following his election to the Board. Nominations may be made from the floor at the annual meeting provided that nominees are qualified and have given their prior consent. Elected Officers will take office effective immediately following the election and continuing until the next annual membership meeting.
- 2. Officers shall be elected for a one-year term by simple majority vote of the membership eligible to vote. Officers may serve a maximum of two consecutive terms unless the candidate is unopposed and willing to accept the office.
- 3. Board vacancies that unexpectedly occur during the year will be filled by the remaining members of the HRMGA Board.

### ARTICLE VII DUTIES OF OFFICERS

The Officers shall attend and participate at all meetings.

- 1. The **President** shall preside at all meetings of the HRMGA, shall call all special meetings and direct all activities of the HRMGA. He shall also work in concert with the Heritage Ranch Management and the Head Professional and Director of Golf to insure cooperative understanding in all HRMGA events and promotion of golf at Heritage Ranch.
- 2. The Vice President shall perform as directed by the President. He shall also represent the HRMGA on any Heritage Ranch Committees. He shall be responsible for chairing a nominating committee, which will present a Slate of Nominees to fill annual Board vacancies.
- 3. The **Secretary** shall record the minutes of the board meetings and all membership meetings. He will be responsible for all communications to the members and outside organizations, as appropriate.
- 4. The Treasurer shall receive all moneys of the MGA and deposit such sums in a non-interest bearing account of a recognized bank. The Treasurer shall sign all authorized warrants and checks drawn on funds of the MGA. All financial obligations shall be approved and authorized by the Board before payment. All checks will be signed Treasurer. In the absence of the

treasurer the checks will be signed by the President. All Checks in excess of \$1,000 must be signed by both Treasurer and President. 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 insure that new members have been properly billed.

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

### ARTICLE VIII REMOVAL OF OFFICERS

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

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

### ARTICLE IX MEETINGS

- 1. The annual General Membership Meeting will be held in January of each year. Other general meetings will be called as deemed necessary by the Board.
- 2. Board Meetings will be held at a time and place as determined by the Board. These meetings may be held monthly or as needed to direct the HRMGA activities.
- 3. A special meeting can be called at any time. A quorum for the Board shall be 3 members present.

### ARTICLE X COMMITTEES

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

The Committees shall work closely with the MGA Board.

 The Tournament Committee, in the event one is appointed, shall report to the HRMGA Board and be responsible for recommending tournament dates, type of competition, tee markers and other matters related to golfing events. The Committee shall work closely with the Director of Golf

- and Head Professional in these matters. In the absence of an appointed Tournament Committee, these duties will be assumed by the HRMGA Board.
- 2. The Handicap Committee, in the event one is appointed, shall report to the HRMGA Board and be responsible to insure all individuals participating in any HRMGA event have an established Heritage Ranch handicap as outlined under General Rules and is in good standing. In the absence of an appointed Handicap Committee, these duties will be assumed by the HRMGA Board
- 3. The Communications Committee, in the event one is appointed, shall report to the HRMGA through the Secretary and be responsible for publications and notifications to the MGA membership and to new residents of HR to inform them of the HRMGA. In the absence of an appointed Communications Committee, these duties will be assumed by the HRMGA Board
- 4. The **Greens Committee**, in the event one is appointed, shall report to the HRMGA Board and shall work closely with the Director of Golf, the Head Professional, and the Golf Course Superintendent, assisting them in any way possible, and shall act as the liaison for the HRMGA with concerns relating to the upkeep and maintenance of the HR Golf Course. In the absence of an appointed Greens Committee, these duties will be assumed by the HRMGA Board
- 5. The Rules Committee, in the event one is appointed, shall report to the HRMGA Board and be responsible for promoting respect for and adherence to the USGA Rules of golf. The Committee shall work closely with the Director of Golf and the Head Professional in developing education programs designed to advance MGA members knowledge of the rules. In the absence of an appointed Rules Committee, these duties will be assumed

### ARTICLE XI GENERAL RULES

- 1. The acceptance of membership in the association shall bind each member to uphold the provisions of the Constitution and Bylaws of the association and to accept and enforce all rules and decisions of the Board of Directors, acting within the Board's jurisdiction.
- 2. Any member may be subject to suspension or expulsion for unbecoming conduct detrimental to the game of golf, the good name of the association and\or its proper functioning or administration. Any charges preferred must be in writing. Any member failing in his obligations as set forth herein may be suspended or expelled by a two-thirds majority vote of the Board of Directors; provided such member shall have been given due notice of the charges preferred against him and an opportunity to be heard in his defense.

- 3. Any member thus suspended or expelled by a vote of the Board of Directors may appeal from its decision to the members of the full organization at any annual meeting.
- 4. Any member expelled for cause shall have a refund of his dues for the unexpired term of the year. The amount of the refund will be prorated to the full number of quarters (3 months) remaining in the fiscal year.
- 5. To play in any HRMGA tournament, HRMGA members must be an HRMGA member In good standing and have an established USGA handicap or handicap trend (see 7 below), approved by the Handicap Committee. Guests may play in other MGA events, such as the Thursday Play Day, without an established USGA handicap.
- 6. Each tournament may have a fee charged above the annual dues fee. The additional fee charged will be used for prizes or food for that tournament. Annual dues not used for the handicap system will be used for prizes and/or food supplied through the club. Participants will be responsible for their cart and green fees.
- 7. For new members, they must play five (5) rounds at HR creating a temporary handicap prior to playing in any HRMGA event.
- 8. A maximum handicap for a HRMGA member will be 36.
- 9. Members of the HRMGA must post all scores of 9 holes or more and indicate the color of tee box played. They must all sign, date and show all players last name.
- 10. Handicaps will be posted monthly (all scores count to arrive at that handicap).
- 11. Unless otherwise specified all putts in tournaments shall be putted out.
- 12. Except where otherwise specified, rules of the U.S. G. A. will govern.
- 13. Unless otherwise indicated, the tournament committee will base eligibility to play a specific set of tees during club tournaments exclusively on a player's handicap index, without regard to age, according to recommendations set forth by the USGA.

### ARTICLE XII AMENDMENT TO BYLAWS

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

The Members shall not have the power to change the purpose of the 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 by-laws must be approved by the HOA Board of Directors.

### ARTICLE XIII NOMINATING COMMITTEE

The Vice President shall chair the Nominating Committee that 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 on the MGA Board.

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

Approved by MGA President

Date: 1/17/13

Approved by HR HOA Board

MGA Membership Approved Date 1/21/2009

Amended 1/21/1009

MGA Membership Approved date 1/31/2011

Amended 1/31/2011

MGA Membership Approved date 1/14/2013

Amended 1/14/2013

The Board of Directors of the Homeowners Association of Heritage Ranch voted unanimously to approve the attached Heritage Ranch Policy, Release Requirements for Photographs, Films or Videos of Heritage Ranch for Commercial Use at the October 7, 2013 Board Meeting.

#### Heritage Ranch Policy

#### Release Requirements for Photographs, Films or Videos of Heritage Ranch for Commercial Use

**POLICY:** It is the policy of The Homeowner's Association of Heritage Ranch to require an appropriate release for the use of photographs, films or videos to promote and advertise **Heritage Ranch Golf & Country Club** in print, video, on-line and physical and electronic reproduction.

All requests for permission to photograph on the premises of Heritage Ranch Golf &Country Club by photographers or publishers for commercial purposes are to be addressed to the Heritage Ranch Golf & Country Club Marketing/Communications Committee and agreed upon in writing. It is the sole prerogative of the Board of Heritage Ranch Golf & Country Club, representing the Homeowners Association, to grant approval to photographers and publishers.

Commercial photography includes instances wherein there is an actual or intended exchange of money or favors for use, usage rights, ownership, or copyright of images created in any form or medium.

Any amateur photographer, requesting permission to use photographs, films and videos owned by Heritage Ranch Golf & Country Club, or by a photographer who has granted Heritage Ranch golf & Country Club usage, will be at the sole discretion of the Board of the Homeowners Association of Heritage Ranch Golf & Country club. All requests should be made in writing to the Marketing/Communications Committee.

**PURPOSE:** This Policy and the various Release Forms described herein have been developed to ensure that the rights for use by **Heritage Ranch Golf & Country Club** and the rights of the Photographer, Filmmaker, Videographer and Models are protected.

#### REQUIRED RELEASE FORMS:

Model Release - Required for all persons whose portraits or pictures appear in material used to promote Heritage Ranch. (Exhibit I)

Professional Photographer – Required for a Professional Photographer paid by Heritage Ranch. (Exhibit II)

Photographer who loans photos to Heritage Ranch – Required for an Amateur or Professional Photographer who loans photos to Heritage Ranch without compensation for use in advertising and on-line, and retains ownership of photos. (Exhibit III)



#### **Model Release**

This Agreement is between Heritage Ranch Golf & Country Club and the following persons:

In consideration of the engagement as a model, and for other good and valuable consideration herein acknowledged as received, I hereby grant to Photographer, his/her legal representatives, heirs and/or assigns, those for whom Photographer is acting, and those acting with his/her authority and permission (collectively "Photographer"), the absolute right and permission to copyright and use, re-use, and publish, photographic portraits or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere, and in any and all media now or hereafter known, for art, advertising, trade or any other legal purpose. I also consent to the use of any printed matter in conjunction therewith.

I hereby waive any right that I may have to inspect or approve the finished product or products or the advertising copy or printed matter that may be used in connection therewith or the use to which it may be applied.

I hereby release, discharge and agree to hold harmless Photographer from any and all liability that has or may occur or be produced in the taking of said pictures or any subsequent process thereof, as well as any publication thereof.

I acknowledge that I am at least 18 years old, and have the right and ability to consent to the terms herein, and further, that I have am authorized and able to sign on behalf of all persons listed above as Model(s).

I have read, understood, and agree to the terms of this Release. I understand that I am or may be giving up certain legal rights by signing this Release.

Date:	 	<u></u>	
Printed Name:	 		
Signature:			
Address:	 		

O PhotoBusinessaTools, LLC 2012

### Photography Release Form

I agree that all photographs, files, or videotapes taken by:	
(Please print name)	
Title/Organization	
for the express purpose of usage by Heritage Ranch Golf & Copromote and advertise Heritage Ranch Golf & Country Club in and physical and electronic reproduction, shall constitute the set Heritage Ranch Golf & Country Club, with full right of disposit whatsoever.	n print, video, on-line ole property of
Also, I hereby release <b>Heritage Ranch Golf &amp; Country Club</b> an representatives and assigns from any and all claims whatsoeve the use, reproduction, publication of the images thereof.	d their legal r in connection with
Signature	Date
Title/Organization	
Address	Phone
(Exhibit II)	

### Photography Release Form

(From amateur volunteers or professional volunteers)

l agree that all photographs, files or videotapes taken by:		
(Please print name)		
Title/Organization		
and hereby grants usage to Heritage Ranch Golf & Coupurpose to promote and advertise Heritage Ranch Golf video, on-line and physical and electronic reproduction, property of Heritage Ranch Golf & Country Club with any manner whatsoever.	f & Country Club in print , , , shall constitute the sole	
The "photographer" may request usage of these photogr for personal use from <b>Heritage Ranch Golf &amp; Country</b> at the sole discretion of the Board representing the HOA <b>&amp;Country Club.</b>	club but, permission will be	
Signature	Date	
Title/Organization		
Address	Phone	
(Exhibit III)		

# Heritage Ranch Golf & Country Club Permission for Use of Photographs

Heritage Ranch Golf & Country Club has my permission to use my photographs		
on the Heritage Ranch website. I will be told in advance which		
photographs will be used.		

	mar see Lace 10	
Print Name	Signature	
Date		

#### The Democratic Club at Heritage Ranch

#### **BYLAWS**

#### **ARTICLE I**

#### NAME

The name of the association is The Democratic Club at Heritage Ranch, herein called the "Club".

#### **ARTICLE II**

#### **PURPOSE**

The purposes of The Democratic Club at Heritage Ranch are:

- To create a positive presence and build a sense of pride for Democrats at Heritage Ranch;
- To advance our democratic causes through education, communication, and active participation in the political process;
- To enjoy gatherings of friends who share our democratic values.

#### ARTICLE III

#### **EFFECTIVE DATE**

The effective date for the formation of The Democratic Club at Heritage Ranch shall be June 29, 2013.

#### ARTICLE IV

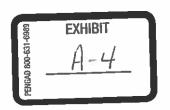
#### **MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident who is congruent with the purposes of the Club. Memberships shall be for the calendar year ending on December 31<sup>st</sup>.

#### **ARTICLE V**

#### **DUES**

Annual membership dues shall be recommended by the Club Board and approved by the membership. Dues must be paid on or before January 1<sup>st</sup> of each year. The dues may be changed at the annual meeting or at a



special meeting called specifically to address dues. Membership dues shall not be prorated. Only members in good standing with dues paid are eligible to vote or be considered for office.

#### ARTICLE VI

#### OFFICERS/BOARD OF DIRECTORS

Members of the Board shall be President, Vice President, Secretary, Treasurer, the Immediate Past President, and a Chairperson from each of the Standing Committees who will exercise all powers of management of the Club. Each officer shall serve without compensation.

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

#### ARTICLE VII

#### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in November of each year beginning in 2013. Elected officers will take office effective January 1<sup>st</sup> and continuing through December 31<sup>st</sup>.

Officers shall be elected for a one-year term by simple majority vote of the membership present at the annual or special meeting. Officers may serve a maximum of two consecutive terms unless a candidate is unopposed and willing to accept the office. A couple residing in the same home cannot serve on the Board of Directors concurrently.

#### ARTICLE VIII

#### **DUTIES OF THE OFFICERS**

The Officers shall attend and participate in all meetings.

#### President

The President shall preside at all meetings of the Club, shall call all special meetings and direct all activities of the Club. The President shall work in concert with the Heritage Ranch Activities Committee, to ensure cooperative understanding of all Club events at Heritage Ranch. The President shall, with Board approval, appoint all committee chairpersons and serve ex-officio on all committees. The President, or a designee of the President, shall represent the Club on all 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 Club 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.

#### Treasurer

The Treasurer shall maintain a roster of all active members and their standing. The Treasurer shall receive all monies of the Club 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 Club. All financial obligations shall be approved and authorized by the Board before payment. All checks shall 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, disbursements and account balances at each meeting. The Treasurer shall ensure that new members have been properly billed.

#### Immediate Past President

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

#### ARTICLE IX

#### REMOVAL OF OFFICERS

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

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

#### ARTICLE X

#### COMMITTEES

The Board shall authorize and define the powers and duties of Committees. The President, with the Board's approval, shall appoint the Chairpersons of all standing and ad hoc committees. The Chairperson of each

Committee shall obtain volunteers to serve on each committee. Each Committee shall obtain board approval for all major Committee events.

The Committees shall work closely with the Board in a mutually beneficial relationship.

The Standing Committees of The Democratic Club at Heritage Ranch are:

- Communications
- Education
- Membership
- Political Activities
- Social

#### 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 an interest to serve as an Officer on the Board.

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

#### ARTICLE XI

#### **GENERAL RULES**

Additional event fees may be charged for other activities.

#### ARTICLE XII

#### AMENDMENT TO THE BYLAWS

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

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

Notice of any amendment to be made at a special meeting of the Members must be distributed to the membership at least ten (10) days before such meeting and must set forth the amendments to be considered. Any amendments to these Bylaws must be approved by the HOA Board of Directors.

Juley Welch, Jim Fritze, Becky Price, Andy Lepine Date June 14, 2013

Approved by the Membership of The Democratic Club at Heritage Ranch

Juley Welch, president of The Democratic Club at Heritage Ranch Date June 29, 2013

Approved by the Activities Committee Resident Organization

Carolyn Dill July 25, 2013

Date 7-36-13

Approved by the Board of The Democratic Club at Heritage Ranch

### HERITAGE RANCH MEN'S NINE HOLE GOLF ASSOCIATION BYLAWS

#### **ARTICLE I**

#### **NAME**

The name of the organization shall be the Heritage Ranch Men's Nine Hole Golf Association known as the HRMNHGA and hereinafter referred to as the "Association". The Association is non-profit and the period of its duration is perpetual.

#### **ARTICLE II**

#### **PURPOSE**

The purpose shall be to promote interest in and improvement of golf among all Association members and to increase participation in golf among all members of Heritage Ranch.

#### ARTICLE III

#### **MEMBERSHIP**

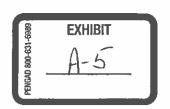
Membership shall be open to any male who is either an owner, resident, annual pass holder or prospective owner under contract at Heritage Ranch, or a non-resident annual pass holder.

#### **ARTICLE IV**

#### OFFICERS / BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board of Directors elected by the membership, hereafter referred to as the "Board". The Board shall consist of seven members. Members of the Board shall be the President, Vice President, Secretary, Treasurer, the immediate Past President, and two directors.

Each Board member shall serve for a term of one (1) year. The term shall begin January 1st following his election and ending with the election term or appointment of a replacement



member. Each Board member shall serve without compensation and may serve consecutive terms. The retiring President shall receive an automatic appointment to the Board until replaced. Following this term, a past president may again stand for election to any office in the Association and so serve if elected.

In the event of death, resignation, or other vacancy, or absence of a member of the Board, the vacancy shall be filled by a member appointed by the President and approved by the remaining Board members. The appointee shall serve until the next election of directors.

Each Board member shall have one (1) vote.

The Director of Golf and/or the Head Professional at Heritage Ranch shall serve as ex-officio members of the Board of Directors.

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

#### **ARTICLE V**

#### **DUES**

The annual fee/dues shall be set by the Board of Directors, and so noted in the minutes of the annual meeting. The annual fee/dues must be paid on or before January 1st of each year. The annual fee/dues shall be set by a majority vote of the Board, and approved by a majority vote of the members present at a regular or special meeting. Fees/dues may be changed by the Association at the annual meeting or any special called meeting. New members' fees/dues shall be prorated and are payable when billed. Rejoining members shall be charged the full yearly annual fee/dues. Should any member be in default by ninety (90) days or more in the payment of any dues, assessment, or service fees imposed by virtue of these Bylaws or by directive of the Board, such member shall be automatically terminated from membership. Only members with fees/dues paid in good standing are eligible to cast one vote (1) or to be considered for office.

#### ARTICLE VI

#### **DUTIES OF OFFICERS**

#### <u>President</u>

The President shall preside at all meetings of the Association, shall call all special meetings and direct all activities of the Association. The President shall also work in concert with the Heritage Ranch Management, the Head Professional, and the Director of Golf to ensure cooperative understanding of all Association events and promotion of golf at Heritage Ranch. The President shall, with Board approval, appoint committee chairpersons and serve ex officio on all committees.

#### Vice President

The Vice President shall perform duties as directed by the President. The Vice President shall represent the Association on any advisory committees.

#### **Secretary**

The Secretary shall record the minutes of all Membership and Board meetings. The Secretary shall write all communications as deemed appropriate.

#### **Treasurer**

The Treasurer shall receive all moneys of the Association and deposit such funds in a non interest bearing account of a recognized bank. He shall sign all authorized warrants and checks drawn on funds of the Association. In his absence, the President shall act. All financial obligations shall be approved/authorized by the Board before payment. All checks shall be signed by either the President or the Treasurer. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each meeting. The Treasurer shall ensure that new members have been properly billed.

#### Past President

The immediate Past President shall perform duties as directed by the President and shall be a voting member of the Board. The Past President shall also serve on the Heritage Ranch Golf Committee.

#### ARTICLE VII

#### VACANCIES/ATTENDANCE

A non Board vacancy in any position shall be filled by appointment by the President. The

appointment shall last for the balance of the vacant term.

Attendance at Board meetings and General Membership meetings is critical. Excessive absences may constitute a vacancy by majority vote of the Board.

#### ARTICLE VIII

#### **MEETINGS**

The Annual General Membership Meeting shall be each year, usually in October in conjunction with the annual tournament, as determined by the Board. Additional General Membership meetings shall be called as necessary by the Board.

A quorum for the Board shall be four (4) members present. A vote for any General Membership meeting shall be a majority of those members present.

#### **ARTICLE IX**

#### **ELECTIONS/TENURE**

The election of Officers and Directors shall be held each year at the General Membership Meeting. Board vacancies shall be filled from a slate of qualified nominees, presented by a nominating committee appointed by the President. Nominations may be made from the floor at the annual meeting provided that nominees are qualified and have given prior consent.

The new Board shall take office on the first day of January each year. A Board member may succeed himself for only one additional one year term if elected. Board vacancies that unexpectedly occur during the year will be filled by appointment of a replacement by the President, and approved by a majority of the remaining Board as referred to in Article IV.

#### **ARTICLE X**

#### OBLIGATIONS AND DISCIPLINES

The acceptance of membership in the Association shall bind each member to uphold the provisions of these Bylaws of the Association and to accept and enforce all rules and decisions of the Board, acting within the Board's jurisdiction.

Any member may be subject to suspension or expulsion for unbecoming conduct detrimental

to the game of golf, the good name of the Association and/or its proper functioning or administration. Any charges must be in writing. Any member failing in his obligations as set forth herein may be suspended or expelled by a two thirds majority vote of the Board; provided such member shall have been given due notice of the charges against him and an opportunity to speak in his defense.

Any member expelled for cause shall have a prorated refund of his membership dues for the unexpired term of the year.

#### **ARTICLE XI**

#### **COMMITTEES**

Standing Committees are Membership Committee and Tournament Committee. The duties of these committees are as follows:

Membership Committee, shall report to the Board and be responsible for promoting the interest in and improvement of golf among Association members and to increase participation in golf among all members of Heritage Ranch.

**Tournament Committee**, shall report to the Board and be responsible for recommending tournament dates, type of competition, tee markers and other matters related to golfing events. The Committee shall work closely with the Director of Golf and the Head Professional in these matters.

All other committees deemed necessary shall be determined by the Board and a Chairperson selected by the President. A Chairman assigned by the President, shall serve to the end of the current term (end of the fiscal year).

The Board shall authorize and define the powers and duties of Committees. Openings for Chairpersons and members of said Committees shall be posted in order that volunteers can be accepted annually and approved by the Board. Each Committee shall obtain Board approval for all major Committee events. In the absence of an appointed committee, the duties will be assumed by the Board.

Other Committees may consist of:

Handicap Committee, shall report to the Board and be responsible to ensure all individuals participating in any Association event have an established Heritage Ranch handicap as

outlined herein and are in good standing.

Communications Committee, shall report to the Board and be responsible for publications and notifications to the membership and to new residents of Heritage Ranch to inform them of the Association.

Greens Committee, shall report to the Board and work closely with the Director of Golf, the Head Professional, and the Golf Course Superintendent, assisting them in any way possible, and shall act as the liaison for the Association with concerns relating to the upkeep and maintenance of the Heritage Ranch Golf Course.

Rules Committee, shall report to the Board and be responsible for promoting respect for and adherence to the USGA Rules of golf. The Committee shall work closely with the Director of Golf and the Head Professional in developing education programs designed to advance the members knowledge of the rules.

#### **ARTICLE XII**

#### **GENERAL RULES**

- 1. All members are eligible to play in any tournament. However, to qualify for prizes, members must be a member in good standing and have an established GHIN handicap or handicap trend (5 rounds).
- 2. Each tournament may have a fee charged above the annual dues fee. The additional fee charged will be used for prizes. Participants will be responsible for their cart and green fees and food supplied through Heritage Ranch Golf and Country Club.
- 3. A maximum handicap for a member will be 36 for 18 holes.
- 4. Members of the Association must post all scores of 9 holes or more and indicate the color of tee box played. They must all sign, date and show all players last names on the scorecard.
- 5. Handicaps will be posted at the Pro Shop.
- 6. Unless otherwise specified all putts in tournaments shall be putted out.
- 7. Except where otherwise specified, rules of the USGA shall govern.
- 8. Unless otherwise indicated, the Tournament Committee shall base eligibility to play a specific set of tees during club tournaments exclusively on a player's handicap index, without regard to age, according to recommendations set forth by the USGA.
- 9. All tournament rounds should be completed within two and one half hours.

#### ARTICLE XIII

#### **MISCELLANEOUS**

Should the Association be dissolved by ¾ vote of the Association members present at any meeting called by the President, or by these Bylaws, all moneys due the Association or moneys derived from the sale of the Association assets, shall be distributed as set forth by majority vote of the members present at this meeting after payment of all just debts and obligations of the Association.

Robert's Rules of Order shall prevail at all meetings of the Association and of the Board unless provided otherwise.

All balloting and voting shall be by written or voice ballot.

#### ARTICLE XIV

#### AMENDMENT TO BYLAWS

The Bylaws or any part thereof may be amended, added to, or deleted by a majority vote of the entire Board of Directors and a majority vote of members present at a regular or special meeting.

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.

The majority vote required by the Board may be obtained either by (a) voice vote at a meeting, or (b) written consent received by the Association within fifteen (15) days after such meeting. Proposed amendments or changes to the Association Bylaws shall be presented in duly written form to each member a minimum of thirty (30) days, and not more than seventy-five (75) days before being voted on by the members at a regular or special meeting.

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

#### ARTICLE XV

#### **BYLAW ADOPTION**

Bylaws of the Heritage Ranch Men's Nine Hole Golf Association were approved and legally adopted by the Board of Directors meeting in Fairview, Texas June 12, 2007 and were ratified and reconfirmed at the regular Association meeting in Fairview, Texas June 12, 2007.

Amended and Approved by the HRMNHGA membership January 15, 2009 Amended and Approved by the HRMNHGA membership June\_\_\_. 2011 Amended and Approved by the HRMNHGA membership February 5, 2013 Amended and Approved by the HRMNHGA membership June 4, 2013

Approved by the Activities Committee Reside	ent Organization
Carolyn Dill	Date_6/13/13
Approved by the HR HOA Board	

#### HERITAGE RANCH ROAD RUNNERS TRAVEL CLUB BYLAWS

#### **ARTICLE I**

#### NAME

The name of the club shall be the Heritage Ranch Road Runners Travel Club, also known as HR-RRTC.

#### ARTICLE II

#### **PURPOSE**

The purpose of the Heritage Ranch Road Runners Travel Club shall be to inform, educate, and create interest in travel by Heritage Ranch homeowners and to organize trips to destinations as requested by Members of the Club.

#### ARTICLE III

#### <u>MEMBERSHIP</u>

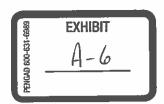
Primary (voting) membership shall be open to any Heritage Ranch homeowner and/or resident.

Memberships shall be for the calendar year, beginning January 1 and ending December 31.

#### **AUXILIARY PARTICIPATION**

Auxiliary participation shall be available to non-resident, non-member family or friends of Primary Members who are interested in traveling with the HR-RRTC. At least one Officer must approve auxiliary participation. Auxiliary Participants are welcome to attend meetings and other HR-RRTC clubhouse events as guests of a Heritage Ranch Member as prescribed in the Heritage Ranch guest Rules and Regulations. Auxiliary Participants shall be required to pay annual dues for the year in which they travel, but shall have no voting rights.

Auxiliary Participants who desire to travel with the HR-RRTC, shall be required to book all reservations directly with the travel provider when joining any HR-RRTC sponsored trip or function.



#### ARTICLE IV

#### **DUES**

Annual membership dues for both Members and Auxiliary Participants, shall be recommended by the HR-RRTC Board and approved by the membership. Dues for the calendar year shall become payable beginning January 1 of each calendar year. If, at the end of the calendar year, the balance in the Travel Club account is greater than \$1,000, dues for Members and Auxiliary Participants may be waived for the next year, by a decision of the HR-RRTC Board.

Only Primary Members with dues paid in good standing are eligible to vote or to be considered for office.

#### ARTICLE V

#### OFFICERS / BOARD OF DIRECTORS

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

#### ARTICLE VI

#### **ELECTION OF OFFICERS**

The election of Officers shall take place during the last meeting of the calendar year. Elected Officers shall take office effective at the first meeting of the new calendar year following the election, and continue through the last meeting of the same year.

Officers shall be elected for a one-year term by a simple majority vote of those members present at the last meeting of the year who are eligible to vote. in the Officers may serve a maximum of two consecutive terms. A candidate may serve a third term if the candidate is unopposed and willing to accept the office.

#### ARTICLE VII

#### **DUTIES OF OFFICERS**

The Officers shall attend and participate in Board meetings and regularly scheduled membership meetings of the Club

#### President

The President shall preside at all meetings of the HR-RRTC, shall call all special meetings and direct all activities of the HR-RRTC. The President shall be responsible for meeting agendas and shall arrange for presentation of travel-related topics at membership meetings. The President shall also work in concert with the Heritage Ranch Activities Committee, to insure cooperative understanding of all HR-RRTC events at Heritage Ranch. The President shall, with Board approval, appoint committee chairpersons and serve ex officio on all committees. The President shall represent the HH-RRTC 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 HR-RRTC 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 make them available to the membership. The Secretary shall write all letters, invitations and thank you notes as deemed appropriate.

#### Treasurer

The Treasurer shall receive all moneys of the HR-RRTC and deposit such sums in a non interest bearing account of a recognized bank. The Treasurer shall sign all authorized warrants and checks drawn on funds of the HR-RRTC. All financial obligations shall be approved and authorized by the Board before payment. The Treasurer may make expenditures of \$100.00 or less without Board Approval. 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 maintain a roster of active Members and their standing, and shall insure that new Members have been properly billed.

#### Past President

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

#### ARTICLE VIII

#### **REMOVAL OF OFFICERS**

Any Officer may be removed from the Board for excessive absences from scheduled meetings of the Board, which have been duly noticed in accordance with notifications of scheduled meetings. Any Officer may also be removed for conflict of interest or conduct detrimental to the HR-RRTC.

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

#### ARTICLE IX

#### COMMITTEES AND DESIGNATED MEMBERS

The Board shall authorize and define the powers and duties of Committees. Each Committee shall consist of a chairperson. Committee Members must be homeowners and/or residents of Heritage Ranch and shall serve the Board as needed. The Committee Chairperson may delegate duties of the committee as appropriate, but will be responsible for reporting to the Board on the Committee's activities.

These Committees may consist of:

ADVISORY COMMITTEE which shall assist the Board in planning travel events and obtaining speakers and programs for membership meetings.

EVENTS COMMITTEE which shall assist the Board in planning and achieving a particular event.

NOMINATING COMMITTEE which shall be chaired by the Vice President and consist of at least three Members. The Nominating Committee shall assemble a list of nominees who have expressed an interest to serve as an Officer on the HR-RRTC Board. The Nominating Committee shall mail/email the proposed slate of Officers to the Members thirty (30) days prior to the Annual Meeting and create ballots for voting ten (10) days prior to the Annual Meeting.

#### **DESIGNATED MEMBERS**

A Designated Member may be responsible for travel planning, including surveying member interest in trips and recommending specific trips to the Board

A Designated Member may be responsible for publications, newsletters, and notifications to the HR-RRTC membership and to new residents of Heritage Ranch.

A Designated Member may be responsible for coordinating all business issues between the HR-RRTC and a designated travel agency or tour company for particular trips. This Member may, with approval of the Board, appoint a Trip Coordinator to coordinate details of a specific trip with the agency and Members signed up for the trip.

#### ARTICLE X

#### **MEETINGS**

Membership meetings shall be held as often as needed in accordance with dates allowed by Heritage Ranch Scheduling. The HR-RRTC Board shall designate meetings times with the concurrence of Heritage Ranch Scheduling. Voting on specific issues will be by simple majority of those voting members present at the meeting.

HR-RRTC Board meetings and other meetings shall be held as determined by the Board. A quorum for the Board shall be three of the four Members present.

#### ARTICLE XI

#### OBLIGATIONS AND DISCIPLINES

The acceptance of membership in the HR-RRTC shall bind each Member to uphold the provisions of the Bylaws of the club, and to accept and enforce all rules and decisions of the Board, acting within the Board's jurisdiction.

Any Member may be subject to suspension or expulsion for conduct detrimental to group travel by the HR-RRTC. Any charges must be presented in writing. Any Primary Member failing in his/her obligations as set forth herein may be suspended or expelled by majority vote of the Board. Any Auxiliary Participant may be suspended or expelled by a majority vote of the Board. Any Member subject to a vote of suspension or expulsion must be given due notice of the charges against him/her and an opportunity to be heard in defense. Members may not be suspended or expelled if they have non-refundable funds paid on an upcoming trip.

Any Member suspended or expelled by a vote of the Board may appeal the Board's decision to the voting Members of the full organization at any general meeting.

Any Member expelled for cause shall lose the dues paid for that calendar year.

#### **ARTICLE XII**

#### **GENERAL RULES**

Only Members and Auxiliary Participants in good standing may travel on HR-RRTC sponsored trips.

All bonuses, rebates, discounts, or other benefits of group travel for a specific trip shall be prorated in a fair manner and available to all Members traveling on that trip who have booked through the designated travel agent or agency/tour company. Any other bonuses, rebates, or other benefits of aggregate HR-RRTC business with a travel agent or travel company must be used for the benefit of those traveling on the specific HR-RRTC trip, and who have booked through the designated travel agency/tour company. The designated agent, or agency/tour company shall be required to provide a statement of all bonuses, rebates, discounts or other benefits of each specific trip to the Board upon conclusion of the trip.

The Board may appoint a designated travel agency for a specific trip and/or use a designated travel agency for multiple trips as long as the membership is satisfied with the agency's service and performance.

A designated travel agent or agency shall provide a trip itinerary, establish a pricing structure, options, payment schedule, and other terms and conditions in writing for each trip. All terms and conditions shall be approved by the Board as mutually agreed to by all parties.

Members shall adhere to all terms and conditions, including payment schedule, to participate in trips sponsored by the HR-RRTC.

If the HR-RRTC arranges ground transportation for a specific trip, the normal HOA procedures for signing up in advance, making deposits, setting and adhering to cancellation deadlines and granting refunds will be followed. Auxiliary Participants shall be required to make their own ground transportation arrangements directly with the agent or agency/tour company.

Air and ground perks and prizes provided by designated travel agents or agencies/tour companies are not available to members who do not book through the designated travel agent or agency/tour company.

Additional fees may be charged for HR-RRTC events or other activities as deemed appropriate by the Committees with Board approval.

#### ARTICLE XIII

#### **LIABILITY**

Travel agents, agencies, tour companies and vendors who are sponsored or promoted by the HR-RRTC shall present proof of General Business Liability with a minimum coverage of \$1,000,000. The HR-RRTC will also require a copy of the vendor's Errors and Omissions policy.

As proof of insurance, a Certificate of Insurance will be required from the vendor's insurance carrier. Copies of these documents shall be filed with the H.R. Community Events Director.

Members of the HR-RRTC shall be required to complete and sign a "Release of Liability and Accident Waiver for Heritage Ranch Social Clubs" form. The forms shall be provided by the Travel Club and must be signed and returned to the Travel Club before the Member can travel on a HR-RRTC sponsored trip. These forms shall be kept on file by the HR-RRTC Treasurer and a copy shall be sent to the HR Community Events Director.

Members and Auxiliary Participants shall be required to fill out a "Personal Information Sheet" before they can travel on a HR-RRTC sponsored trip. Completed forms will be kept on file by the Travel Club Treasurer

Prior to any HR-RRTC sponsored trip, the club Officers or Trip Coordinator shall verify that a valid "Release of Liability and Accident Waiver for Heritage Ranch Social Clubs" form is on file for all Members scheduled on the trip.

#### ARTICLE XIV

#### **AMENDMENTS TO BYLAWS**

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

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

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 in order for the amendment to be considered.

Any amendments to the Bylaws must be approved by the HOA Board of Directors of Heritage Ranch.

Approved by HR-RRTC Board of Directors

Approved: Date: 11/28/2012

Approved by HR-RRTC Membership

Approved: Date: 01/8/2013

Approved by Activities Committee Resident Organization

Approved: Jim Dill, Activities Committee Date: 01/12/2013

Approved by HR HOA Board

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# HERITAGE RANCH GENEALOGICAL SOCIETY BY-LAWS

#### **ARTICLE I**

#### **NAME**

The name of the association is the Heritage Ranch Genealogical Society (HRGS).

#### **ARTICLE II**

#### **PURPOSE**

The purpose of the HRGS is to develop, organize and administer an educational program for Heritage Ranch residents interested in family history. The program shall include, but is not limited to, speakers, discussion groups and exchange of ideas and information.

#### ARTICLE III

#### **MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident.

#### **ARTICLE IV**

#### **DUES**

Annual membership dues shall be determined at the annual meeting. Dues should be paid by the February Meeting. Membership dues shall not be prorated.

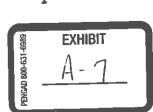
Only members with dues paid in good standing are eligible to vote or to be considered for office.

#### ARTICLE V

#### OFFICERS/BOARD OF DIRECTORS

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

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



#### **ARTICLE VI**

#### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in November of each year beginning in 2008. Elected Officers will take office effective January 1 following the election and continuing through December of the same year.

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

A married couple cannot both serve on the HRGS Board at the same time.

#### **ARTICLE VII**

#### **DUTIES OF THE OFFICERS**

#### **President**

The president shall preside at all meetings of the HRGS, shall call all special meetings and direct all activities of the HRGS. The President shall also work in concert with the Heritage Ranch Management, to insure cooperative understanding of all scheduled events at Heritage Ranch. The President shall, with HRGS Board approval, appoint committee chairpersons and serve ex officio on all committees. The President shall represent the HRGS on any advisory committees. The President shall prepare an agenda and send with a reminder to the membership seven days in advance of the next regularly scheduled monthly meeting.

#### 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 HRGS on any advisory committee.

The Vice President shall be responsible for programs for the monthly meetings. The Vice President shall select committee members, with help from the board, to help in developing educational programs that meet the requirements set forth in the HRGS Purpose.

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.

#### **Treasurer**

The Treasurer shall receive all moneys and deposit such sums in a non interest bearing account of a recognized bank. The Treasurer shall sign all authorized warrants and checks drawn on funds of the HRGS. All financial obligations shall be approved and authorized by the HRGS Board before payment. All checks will be signed by the President or 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 prepare an attendance roll at all regularly scheduled monthly meetings and other special meetings and forward the results to the Secretary at the end of the meeting.

At the close of the year, the President shall appoint two (2) members to review the financial records for the year and report to the membership their findings.

The Treasurer shall maintain a record of members in good standing and provide copies to all members of the Board. The Treasurer shall insure that new members have been properly billed.

#### Past President

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

#### **ARTICLE VIII**

#### **REMOVAL OF OFFICERS**

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

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

#### ARTICLE IX

#### **EFFECTIVE DATE**

The effective date for the formation of the Heritage Ranch Genealogical Society was March 13, 2008.

#### ARTICLE X

#### COMMITTEES

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

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year and to more than two consecutive terms unless the candidate is unopposed and willing to accept the office.

The Committees shall work closely with the HRGS in a mutually beneficial relationship.

#### ARTICLE XI

#### **GENERAL RULES**

Additional event fees may be charged for trips, workshops or other activities as deemed appropriate by the Committees with HRGS Board approval.

#### **ARTICLE XII**

#### AMENDMENT TO BYLAWS

These Bylaws may be altered, amended or repealed by simple majority vote of the ballots cast at the regular annual meeting or at any special meeting of the Members called for that purpose. However, any changes to the Bylaws must be approved by the Heritage Ranch HOA Board.

The Members shall not have the power to change the purpose of the Society 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 Society.

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.

#### ARTICLE XIII

#### **NOMINATING**

The Vice President shall chair the Nominating Committee which shall consist of a minimum of three members.

The Nominating Committee shall assemble a list of nominees who have expressed their interest to serve as an Officer on the HRGS Board.

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

Bylaws approved: April 17, 2008		
Amended: October 12, 2011		
Amended: November 14, 2012		
Approved by the Activities Committee F	Resident C Date: _	10/10/10
Approved by the Heritage Ranch HOA I	Board Date:	1/14/2013
	_	