



**FOURTH 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 FOURTH SUPPLEMENT TO THE NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH PURSUANT TO SECTION 202.006 OF THE TEXAS PROPERTY CODE** (this "Fourth Supplement") is made this 9<sup>th</sup> day of JANUARY 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**, 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 Fourth 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: Charlie Henkle  
Its: President, HOA Board.

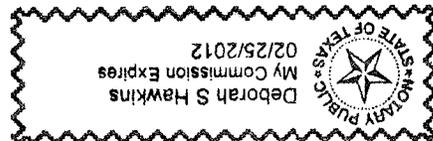
**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**BEFORE ME**, the undersigned authority, on this day personally appeared Charlie Henkle, \_\_\_\_\_ 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 9 day of January, 2014.

Deborah S. Hawkins  
Notary Public - State of Texas  
2-25-12  
My Commission Expires



## **EXHIBIT A**

- A-1 Heritage Ranch Nifty Needles Club By-Laws
- A-2 Heritage Ranch Couples Golf Association Bylaws and Regulations – January 2009
- A-3 Heritage Ranch Billiards Society Bylaws – June 20, 2008
- A-4 Heritage Ranch Daytrippers Bylaws
- A-5 Heritage Ranch Ballroom Dance Club Bylaws
- A-6 Heritage Ranch Chorale Bylaws
- A-7 Heritage Ranch Country and Western Dance Club Bylaws
- A-8 Heritage Ranch Fishing for Fun Bylaws
- A-9 Heritage Ranch Genealogical Society By-Laws
- A-10 Heritage Ranch Disc Golf Club Bylaws
- A-11 Heritage Ranch Ladies Golf Association Bylaws – revised March 8, 2010
- A-12 Heritage Ranch Garden Club Bylaws
- A-13 Military Veterans of Heritage Ranch Bylaws
- A-14 Heritage Ranch Men’s Nine Hole Golf Association Bylaws
- A-15 Heritage Ranch Patriots Club Bylaws
- A-16 Heritage Ranch Men’s Golf Association Bylaws
- A-17 Heritage Ranch Theatre of the Mind Bylaws
- A-18 Heritage Ranch Variety Show Organization Bylaws
- A-19 Heritage Ranch RV Club Bylaws
- A-20 By-Laws of The Heritage Ranch Theatre Guild
- A-21 Heritage Ranch Storytellers’ Club Bylaws (with 2010 Revisions)
- A-22 Heritage Ranch Tennis Association Bylaws – revised March 2, 2009

- A-23 Philosophers' Forum at Heritage Ranch By-Laws
- A-24 Republican Club at Heritage Ranch Bylaws
- A-25 Heritage Ranch Road Runners Travel Club Bylaws (revised March 2009)
- A-26 Heritage Ranch Money Talks Investment Club Bylaws
- A-27 Heritage Ranch Club Revenue & Expense Policy
- A-28 Heritage Ranch Golf & Country Club Policy and Guidelines for Annual Passholders
- A-29 Heritage Ranch Events Refund Policy
- A-30 Heritage Ranch Policy [on] Non-Resident Participation
- A-31 Guidelines for the RV Club use of the Golf Maintenance Yard
- A-32 Heritage Ranch Policy [on] Clubhouse Use
- A-33 Heritage Ranch Forming Clubs Policy
- A-34 Heritage Ranch Website Guidelines
- A-35 Room Rental Policy
- A-36 Policy Statement [on] Selection and Scheduling Medical Speakers at Heritage Ranch
- A-37 Homeowners Association of Heritage Ranch Policy – Serving on HOA Standing Committees
- A-38 Ranch Reporter Guidelines
- A-39 Residential Design Guidelines for Heritage Ranch Addition
- A-40 The Homeowners Association of Heritage Ranch, Inc. Fining Policy
- A-41 Heritage Ranch Fine Matrix
- A-42 Heritage Ranch Conflict of Interest Policy and Declaration
- A-43 The Homeowners Association of Heritage Ranch, Inc. Assessment Collection Policy
- A-44 Heritage Ranch Homeowners' Association Investment Policy
- A-45 Heritage Ranch Policy [on] Clubhouse Use: Advertising and Promotion of Heritage Ranch Activities

- A-46 The Homeowners Association of Heritage Ranch Member Inspection and Copying of Records Policy
- A-47 Payment Application & Payment Plan Policy
- A-48 Heritage Ranch Homeowner's Association Records Retention Schedule
- A-49 Heritage Ranch Golf & Country Club Rules and Regulations
- A-50 Home Owners Association of Heritage Ranch Policy Statement – Villa Roofing
- A-51 Heritage Ranch Club Revenue & Expense Policy

**HERITAGE RANCH NIFTY NEEDLES CLUB  
BY-LAWS**

**ARTICLE I – NAME**

The organization shall be known as the Heritage Ranch Nifty Needles, a non-profit organization.

**ARTICLE II – PURPOSE**

1. The purpose of the Heritage Ranch Nifty Needles is for friendship and to make comfort items for donation to needy organizations.

**ARTICLE III – MEMBERSHIP**

1. Membership shall be open to all residents of Heritage Ranch.
2. Annual dues will be \$0.00 per year unless changed by the Board.

**ARTICLE IV – OFFICERS**

1. The officers of the Club shall be the President, Vice-President, Secretary, Treasurer and Past President who will exercise all powers of management of the Heritage ranch Nifty Needles.
2. Elected Officers shall serve for a term of one year beginning in January and shall serve without compensation.
3. The officers of the Club shall be the governing body of the Club and be known as the Nifty Needles Board ( NN Board) which shall determine the time, place and frequency of meetings.

**ARTICLE V – NOMINATIONS AND ELECTIONS**

1. The election will be held annually in the months of December.
2. Prior to the November meeting, the Nominating Committee will be formed and chaired by a Nifty Needles Board member other than the President and shall meet to propose a slate of officers to serve for the next term. The nominating Committee shall assemble a list of nominees who have expressed their interest to serve as an Officer on the Nifty needles Board.
3. The slate will be presented to the Membership one month before the election is to take place. Elected Officers will take office effective



January 1 following the election and continuing through December 31 of the same year.

4. Officers shall be elected for a one-year term by simple majority vote of the membership eligible to vote.
5. Officers may serve a maximum of two consecutive terms unless the candidate is unopposed and willing to accept the office.
6. A married couple cannot both serve on Nifty Needles Board at the same time.

## **ARTICLE VI – DUTIES OF OFFICERS**

### **1. PRESIDENT**

- a. Shall be the chief officer of the Club and shall preside over all meetings of the Club and the Board.
- b. Shall appoint Standing and Special Committees as required.
- c. Shall call all special meetings and arrange for meeting space for those meetings.
- d. The president shall also work in concert with the Heritage Ranch Activities Committee to insure cooperative understanding of all Nifty Needles events at Heritage Ranch. The President shall with Nifty needles Board approval appoint committee chairpersons and serve as ex officio on all committees. The President shall represent the Nifty Needles on any advisory committees.

### **2. VICE-PRESIDENT**

- a. Shall assist the President and shall, in his/her absence, perform the duties of that Office.
- b. Shall service as director of special events, such as: Annual Arts & Crafts Bazaar.
- c. The Vice President shall serve the unexpired term of the President should the President leave office. The Vice president shall represent the Nifty Needles on any advisory committees.

### **3. SECRETARY**

- a. Shall record the minutes of regular and special meetings of the Board and scheduled monthly meetings of the Club.
- b. Shall be responsible for correspondence as required by the Board.
- c. The Secretary shall maintain a roster of active members and their standing.

#### **4. TREASURER**

- a. Shall receive all monies of the Heritage Ranch Nifty Needles and deposit such sums in a non-interest bearing account of a recognized bank. The treasure shall sign all authorized warrants and checks drawn on funds of the Nifty Needles. All financial obligations shall be approved and authorized by the NN Board before payment. All checks will be signed by the Treasurer or the president.
- b. The Treasurer shall pay all bills owed by the Club.
- c. The treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each meeting.

#### **5. PAST PRESIDENT**

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

#### **6. VACANCIES IN OFFICE**

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

### **ARTICLE VII – FISCAL AND FINANCE**

1. The Fiscal Year shall be January through December.
2. The budge may be revised as needed during the year with the approval of membership.

### **ARTICLE VIII-AMENDMENTS**

1. The Bylaws may be amended as follows:
  - a. The proposed changes will be prepared by the Board and submitted to the membership at the meeting.
  - b. These bylaws may be altered, amended, or repealed by simple majority vote of the ballots cast at a regular meeting or at any special meeting of the Members called for that purpose.

2. The members shall not have the power to change the purpose of the Organization 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 purpose of the Organization.
3. Notice of any amendment to be made at a special meeting of the Members must be distributed to the membership at least (10) days before such meeting and must set forth the amendments to be considered.
4. Any amendments to these bylaws must be approved by the HR HOA Board of Directors.

HERITAGE RANCH FIFTY NEEDLES CLUB BYLAWS  
Ver 2 – effective August 2006.

**Ver 3- Amended and Approved by NN Membership February 5, 2009.**

Approved by Activities Committee Resident Organization

R. J. Dill Date: 2/13/09

Approved by HR HOA Board

Mary Stolley Date: 2-19-2009

**HERITAGE RANCH COUPLES GOLF ASSOCIATION  
BYLAWS AND REGULATIONS  
January 2009**

**ARTICLE I  
NAME**

The name of the association is the Heritage Ranch Couples Golf Association (HRCGA).

**ARTICLE II  
PURPOSE**

The purpose of the HRCGA is to develop, organize and administer a golf program that embodies and nurtures the traditions, sportsmanship and spirit of the game of golf as well as providing social golf events for couples to enjoy.

These values will be achieved through spirited and quality competition, in accordance with the United States Golf Association (USGA) rules of golf, while primarily providing maximum enjoyment and friendship.

**ARTICLE III  
MEMBERSHIP**

Membership shall be open to any couple (a "Couple" as defined by Texas State Law) and/or individual. The member shall be a Heritage Ranch resident and/or annual pass holder at Heritage Ranch, Fairview TX, who pays their annual membership dues to the HRCGA. Members agree to abide by the rules of USGA. Non-resident pass holders shall not have voting rights.

Memberships shall be for 12 calendar months with all memberships expiring on February 15<sup>th</sup>.

**ARTICLE IV  
GUESTS**

Guests of members may play in the weekly HRCGA play days that don't involve monetary competition up to a maximum of three per guest. All other events and activities require HRCGA membership.

**ARTICLE V  
DUES**



Dues must be paid on or before February 15<sup>th</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 with dues paid in good standing are eligible to vote or to be considered for office.

## **ARTICLE VI** **OFFICERS / BOARD OF DIRECTORS**

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

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

## **ARTICLE VII** **ELECTION OF OFFICERS**

The election of officers shall take place during the annual membership meeting in January of each year beginning in 2009. Elected officers will take office effective February 1<sup>st</sup> following the election and continuing through January 31<sup>st</sup> of the following year.

Officers shall be elected for a one-year term by 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.

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

## **ARTICLE VIII** **DUTIES OF OFFICERS**

The Officers shall attend and participate at HRCGA meetings.

### **President**

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

Ranch Management, the Head Professional and Director of Golf to insure cooperative understanding of all HRCGA events at Heritage Ranch. The President shall, with Board approval, appoint committee chairpersons and serve ex officio on all committees.

The President or the President's designee shall represent the CGA on any golf 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 be responsible for chairing the nominating committee.

### **Secretary**

The Secretary shall record and maintain the minutes of each meeting. Membership Meeting minutes will be communicated 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 HRCGA and deposit such sums in a non-interest bearing account of a recognized bank. All financial obligations shall be approved and authorized by the Board before payment. Either the President or the Treasurer will sign all checks drawn on funds of the HRCGA. 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. The Treasurer shall maintain a roster of active members, e-mails, and their standing.

### **Past President**

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

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

**ARTICLE X**  
**EFFECTIVE DATE**

The effective date for the formation of the Heritage Ranch Couples Golf Association shall be January 1, 2007.

**ARTICLE XI**  
**COMMITTEES**

The Executive 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 Executive Board. Each committee shall obtain Board approval for all major Committee events.

Each Committee shall consist of a chairperson who will serve for no less than one year.

The Committees shall work closely with the Head Pro and Director of Golf in a positive, mutually beneficial relationship.

These Committees may consist of:

**Tournament Committee**

The Committee shall be responsible for recommending tournament dates, formats, and other matters related to couple's golfing events. The Committee shall be responsible for the Nine & Dine, its tee times, pairings, and formats while working closely with a volunteer Host/Hostess of the afterwards social or on occasions may plan the social at the HR Country Club.

**Weekly Couples Golf Committee**

The Committee shall be responsible for establishing tee times, pairings, and formats for the weekly couple's events and work closely with the Head Pro and Director of Golf in these matters.

**Rules/Handicap Committee**

The Committee shall be responsible to insure all individuals participating in any HRCGA event have an established handicap as outlined under General Rules and are in good standing.

**Communications Committee**

The Committee shall be responsible for publications and notifications to the HRCGA membership and to new residents of HR to inform them of the HRCGA.

**Golf Outings Travel Planning Committee**

The Golf Outings Committee shall be responsible for planning scheduled golf outings to various locations, securing the best rates possible. The committee will inform the membership

of these events and work closely with the Communications Committee to advertise and obtain participants for these events.

## **ARTICLE XII**

### **GENERAL RULES**

All 18 or 36 hole tournaments shall be played by USGA rules. The maximum handicap for a member of the HRCGA will be 36. The tournament committee will publish any exceptions.

If a shotgun event is unable to finish the full stipulated round, the event would be cancelled and the prize money refunded.

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

## **ARTICLE XIII**

### **AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended, or repealed by 2/3 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 bylaws must be approved by the HR HOA Board of Directors.

## **ARTICLE XIV**

### **NOMINATING COMMITTEE**

The Vice President shall chair the Nominating Committee which shall consist of as many HRCGA members as deemed necessary.

The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Executive Officer on the HRCGA 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.

**Amended and Approved by HRCGA membership January 18, 2009**

Approved by Activities Committee Resident Organization

R. J. Dill Date: 2/13/09

Approved by HR HOA Board

Mary Holley Date: 2-19-2009

# HERITAGE RANCH BILLIARDS SOCIETY

## BYLAWS

June 20, 2008

### 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.

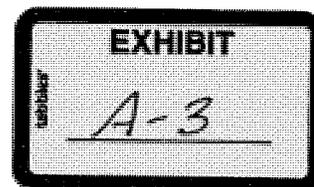
Memberships shall be for the period June 1st through May 31st of each year, with all memberships expiring on May 31<sup>st</sup>.

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 the 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 HR Billiards Society. Each Officer shall serve without compensation. The elected officers will serve on 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 a two (2) 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 insure 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 committee.

### **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 active members and their standing.

### **Treasurer**

The Treasurer shall receive all moneys of the HRBS 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 HRBS. All financial obligations shall be approved and authorized by the Executive Committee. All checks will be signed by both President and 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 insure 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 date for the formation of the Heritage Ranch Billiards Society (HRBS) shall be June 1, 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 will 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.

## **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 by-laws must be approved by the HOA Board of Directors.

## **ARTICLE XIII**

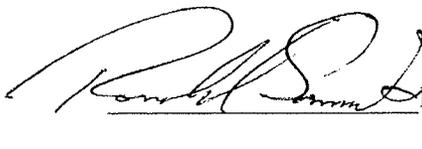
### **NOMINATING COMMITTEE**

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.

Approved by HR HOA Board

 Date: 6/23/08

# HERITAGE RANCH DAYTRIPPERS

## BYLAWS

### ARTICLE I

#### NAME

The name of the organization is the Heritage Ranch Day Trippers (HR-DT).

### ARTICLE II

#### PURPOSE

The Heritage Ranch Day Trippers (HR-DT) is an independent non-profit organization whose purpose is to promote interest in and organize day and overnight trips for the primary benefit of HR residents.

### ARTICLE III

#### MEMBERSHIP

Membership shall be open to any Heritage Ranch resident.

### ARTICLE IV

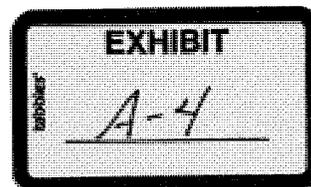
#### DUES

Annual membership dues will be \$5.00 per person per year. Dues for the calendar year are payable on January 1 of each year.

### ARTICLE V

#### OFFICERS / BOARD OF DIRECTORS

Members of the Board shall be the President, Vice President, Secretary and Treasurer. Their terms are effective March 1, 2008 and they will exercise all powers of management



of the HR-DT. Each Officer shall serve without compensation. The Past President will not be in effect until the first President has finished their term.

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in January of each year beginning in 2009. Elected Officers will take office effective February 1, following the election and continuing through February 1 of the next year.

Terms of office will be for two (2) years. The President and Treasurer will be elected the same year. The Vice-President and Secretary shall be elected for a two year term, except that for the year 2008 such officers shall be elected for an initial term of one (1) year. Officers may serve a maximum of two consecutive terms unless the candidate is unopposed and willing to accept the office for additional terms.

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

#### **President**

The President shall preside at all meetings of the HR-DT, shall call all special meetings and direct all activities of the HR-DT. The President shall also work in concert with the Heritage Ranch Activities Committee to insure cooperative understanding of all 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 HR-DT on any advisory committees.

The Activities Director will be an ex officio member of the Board and may contribute to the meeting agenda.

#### **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 Board on the appointed 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 active members and their standing.

### **Treasurer**

The Treasurer shall handle membership dues; shall reimburse expenditures in accordance with the By-Laws and Board policies; shall maintain the HR-DT's bank account and shall deposit all moneys in a non interest bearing account in a recognized bank. The Treasurer shall sign all authorized warrants and checks drawn on funds up to twenty-five dollars (\$25.00). All expenditures and financial obligations in excess of twenty-five dollars (\$25.00) shall be approved and authorized by the Board before payment. All checks will be signed by either 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.

### **Past President**

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 HR-DT 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 HR-DT shall be February 28, 2008.

## **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 consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 HR-DT board for a mutually beneficial relationship.

These Committees shall consist of but not be limited to the following: Travel Advisory Committee and Social Committee.

The Travel Advisory Committee will be responsible for reviewing input from the membership on suggested trips through interest sheets as well as reviewing previous trips for repeat trips in the future.

The Social Committee shall function as deemed by the Board.

## **ARTICLE XI**

### **GENERAL RULES**

Only members in good standing may travel on any HR-DT trip

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.

The HR-DT Board may appoint a designated travel agency per trip and may use the same designated travel agency for many trips as long as the membership is satisfied with its performance.

The HR-DT Board will provide trip itinerary, establish the pricing structure, options, payment schedule, and other terms and conditions for each trip in writing. This must be signed by the President and Vice-President inclusive of all Terms and Conditions as mutually agreed upon by all parties.

Members must adhere to all terms and conditions, including payment schedule and cancellation policy to participate in the trip.

## **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 revisions to these bylaws must be approved by the HR HOA Board of Directors.

## **ARTICLE XIII**

### **NOMINATING COMMITTEE**

The Vice President shall chair the Nominating Committee which shall consist of as many as three members as deemed necessary.

The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Executive Officer on the HR-DT 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.

## **ARTICLE XII**

### **LIABILITY**

Travel vendors sponsored or promoted by the HR-DT shall present proof of General Business Liability with a minimum coverage of \$1,000,000. The HR-DT will also require a copy of their Errors and Omissions policy.

As proof of insurance, a Certificate of Insurance will be required from the vendor's insurance carrier.

For each trip, all participants are required to complete and sign a "Participants Profile and Liability Form" which will release the HR-DT Board from liability related to travel. The form will be provided by the HR-DT Board and must be signed and returned to the HR-DT Board before the participant can travel on a HR-DT sponsored trip. The completed forms will be kept on file by the HR-DT Board.

Prior to any HR-DT sponsored trip, the club officers or trip coordinator will verify that a valid Participants Profile and Liability Form is on file for all club members that are going on the trip. If a valid form is not on file, one will be requested.

**Revised: 2/26/09**

Approved by Activities Committee Resident Organization

R. J. Dill Date: 4/8/09

Approved by HR HOA Board

R. J. Dill Date: 4-16-2009

**HERITAGE RANCH BALLROOM DANCE CLUB  
BYLAWS**

**ARTICLE I**

**NAME**

The name of the association is the Heritage Ranch Ballroom Dance Club.

**ARTICLE II**

**PURPOSE**

The purpose of the Heritage Ranch Ballroom Dance Club (Dance Club) is to nurture and encourage traditional ballroom dancing at Heritage Ranch. This Dance Club will promote dances for all residents at Heritage Ranch both with live bands and with recorded music. This Dance Club may from time to time organize participation at various area senior and recreation centers.

The focus dances of this Dance Club are: Waltz, Foxtrot, Swing, Polka, Tango, Merengue, Rumba, Bolero, Cha-Cha, Mambo, and Samba.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to all Heritage Ranch residents.

Memberships shall be for one year with all memberships expiring on December 31.

**ARTICLE IV**

**DUES**

Annual membership dues per person are to be announced. Dues must be paid on or before January 1 of each year. The dues may be changed at the annual meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated. Only members with dues paid in good standing are eligible to vote or to be considered for office.

**ARTICLE V**

**OFFICERS / BOARD OF DIRECTORS**

Members of the Executive Board shall be the President, Vice President, Secretary, Treasurer and the Past President (effective beginning January 1, 2008) who will exercise all powers of management of the Heritage Ranch Ballroom Dance Club. Each Officer shall serve without compensation.

Time, place and frequency of meetings of the Executive Board shall be determined by the Board. Board meetings are to be open to all Dance Club Members.



## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in November of each year beginning in 2006. Elected Officers will take office effective January 1 following the election and continuing through December 31 of the same year. Officers shall be elected for a one-year term by 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.

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

#### **President**

The President shall preside at all meetings of the Dance Club and the Dance Club Board, shall call all special meetings and direct all activities of the Dance Club. The President shall also work in concert with the Heritage Ranch Management, to insure cooperative understanding of all entertainment events at Heritage Ranch. The President shall, with Board approval, appoint committee chairpersons and serve ex officio on all committees except the Nominating Committee. The President shall represent the Dance Club on any Heritage Ranch 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 also represent the Dance Club on any Heritage Ranch 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 receive all moneys of the Dance Club 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 Dance Club. All financial obligations shall be approved and authorized by the Board before payment. All checks will be signed by both President and 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 maintain a roster of active members and their standing. The Treasurer shall insure 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 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 Dance Club 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 Ballroom Dance Club shall be January 1, 2007

**ARTICLE X**

**COMMITTEES**

The Executive 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 Executive Board. Each committee shall obtain Board approval for all major Committee events.

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 Onsite Activities Director and the Activities Committee for a mutually beneficial relationship.

**ARTICLE XI**

**GENERAL RULES**

Additional event fees may be charged for dances or other activities as deemed appropriate by the Executive Board.

**ARTICLE XII**

**AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended, or repealed by 2/3 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 HR HOA Board of Directors.

**ARTICLE XIII**

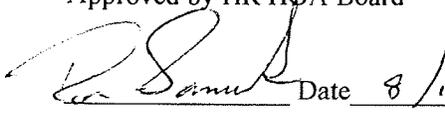
**NOMINATING COMMITTEE**

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

The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Executive Officer on the Heritage Ranch Ballroom Dance Club 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 HR HOA Board

 Date 8/11/2008

**HERITAGE RANCH CHORALE  
BYLAWS**

**ARTICLE I**

**NAME**

The name of the association is the Heritage Ranch Chorale.

**ARTICLE II**

**PURPOSE**

The purpose of this club shall be to develop musical talent and provide entertainment for specified functions.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to only Heritage Ranch residents.

Membership shall be for one calendar year, with all memberships expiring on January 31<sup>st</sup>.

**ARTICLE IV**

**DUES**

Annual membership dues are \$10.00 per person. Dues must be paid on or before February 1<sup>st</sup> of each year or upon the first rehearsal after joining the Chorale Club. The dues may be changed at the annual membership meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated.

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

**ARTICLE V**

**OFFICERS / BOARD OF DIRECTORS**

Members of the Board shall be the President, Vice President, Secretary, Treasurer and the Past President, who will exercise all powers of management of the Heritage Ranch Chorale. Each Officer shall serve without compensation. The Board shall select and appoint the Chorale Musical Director, Assistants and Accompanists.

2-22-2011



## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in September of each year. Elected Officers will take office following the election.

Terms of office shall be for two (2) years. The President and Secretary shall be elected the same year. The Vice President and Treasurer shall be elected for a two year term, except in 2011, they will only be elected for a one year term.

Officers shall be elected by majority vote of the membership attending the annual meeting. Officers may serve a maximum of two consecutive terms unless the candidate is unopposed and willing to accept the office for an additional term.

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

A couple residing in the same home may not serve on the Board of Directors concurrently.

## **ARTICLE VII**

### **DUTIES OF THE OFFICERS**

#### **President**

The President shall preside at all meetings of the Chorale, shall call all special meetings and direct all activities of the Chorale. The President shall also work in concert with the Heritage Ranch Home Owners Association and clubhouse management, to ensure cooperative understanding of all Chorale 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 Chorale on any advisory committee or may delegate the responsibility to a Board member.

The President shall coordinate room assignments and equipment for all Chorale rehearsals and performances.

#### **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 may represent the Board on all appointed committees.

The Vice President shall serve as the music librarian and order music as needed.

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

2-22-2011

### **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 active members. The Secretary may represent the Board on all appointed committees.

The Secretary shall place all Chorale announcements in the newsletter and on the internet.

### **Treasurer**

The Treasurer shall receive all monies of the Chorale and deposit such sums in a non interest bearing account of a local recognized bank. The Treasurer shall sign all warrants and checks drawn on funds of the Chorale. All financial obligations shall be approved and authorized by the Board before payment. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at the Board's request and at the annual membership meeting. The Treasurer may represent the Board on all appointed committees.

### **Past President**

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 by the Board for failure to attend three consecutive scheduled meetings of the Board, which were duly noticed.

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

## **ARTICLE IX**

### **MUSICAL DIRECTOR**

The Chorale Musical Director, in coordination with the Board, shall act as the primary leader to conceive, develop and implement the artistic vision, focus and aesthetic musical values of the Chorale.

Duties to include: select repertoire and related performance materials; following Board financial approval and verification of the number of copies required, order new music and related performance materials; develop, implement and evaluate rehearsals and programs; encourage personal sight-reading and related musicianship skills; coordinate artistic decisions with the Board on concert presentations related to costumes, scenery, lighting, make-up, sound reinforcement, staging and other artistic related

2-22-2011

matters; establish uniform department for all musicians in the concert setting; determine program sequence of repertoire for performances; create, approve and deliver electronic and or final drafts of all Chorale programs to the printer; may request assistance (from the Chorale Board, Committees or an individual member) with any of the above duties maintaining approval by the Board/Musical Director; and attend Board meetings when requested to provide updates on all artistic related matters of the Chorale.

## **ARTICLE X**

### **EFFECTIVE DATE**

The effective date of the formation of the Heritage Ranch Chorale was February 15, 2005.

## **ARTICLE XI**

### **COMMITTEES**

The Board shall authorize and define the duties of the Committees. Openings for Chairs and members of said Committees shall be announced and /or posted in order that members may volunteer, be considered and accepted by the Board. Each Committee shall obtain Board approval for all major Committee events, activities and expenses. The Committees shall work closely with the Board in a mutually beneficial relationship.

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

## **ARTICLE XII**

### **GENERAL RULES**

Additional event fees may be charged for Chorale performances as deemed appropriate by the Chorale Board.

## **ARTICLE XIII**

### **AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended, or repealed by simple majority vote 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 the rights and privileges then existing, or so to amend the Bylaws to deviate from the original intents and purposes of the Association.

2-22-2011

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 amendments to be considered.

Any amendment to these Bylaws must be approved by the HR HOA Board of Directors.

**ARTICLE XIV**

**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 on the Chorale Board.

The Nominating Committee shall present the proposed slate to the members not less than seven (7) days prior to the Annual Meeting and create the ballots for voting at the Annual Meeting.

Approved by the club 2/15/05

Amended by the club 1/10/06

Amended by the club 9/9/08

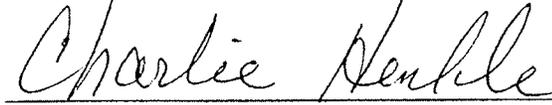
Amended by the club 9/29/09

Amended by the club 2/22/11

Approved by the Activities Committee Resident Organization

 Date 2-28-2011

Approved by the HR HOA Board

 Date 2/28/2011

2-22-2011

# **HERITAGE RANCH COUNTRY and WESTERN DANCE CLUB BYLAWS**

## **ARTICLE I – NAME**

The organization shall be known as the Heritage Ranch Country & Western Dance Club (HRCWDC), a non-profit organization.

## **ARTICLE II – PURPOSE**

1. The purpose of the Heritage Ranch Country & Western Dance Club shall be:
2. To promote and encourage interest in Country & Western dancing, which will include line dancing, at Heritage Ranch.
3. To promote fellowship among those participating.
4. To sponsor Country & Western dances for all residents with both live bands and recorded music.

## **ARTICLE III – MEMBERSHIP**

Membership shall be open to all residents of Heritage Ranch.

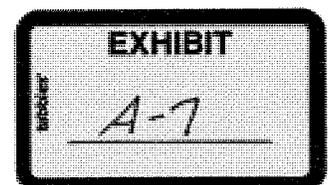
1. Annual dues will be \$5 per person per year unless changed by the Board and approved by the membership.
2. Membership shall be for the calendar year, with all memberships expiring on December 31. (Members joining in the last quarter of the year will have their dues prorated to half the yearly membership dues.)

## **ARTICLE IV – OFFICERS**

1. The Officers of the Club shall be a President, Vice President, Secretary, and Treasurer.
2. Elected Officers shall serve for a term of one year beginning on January 1, and may be elected to the same office for not more than two consecutive terms. No member shall hold more than one office at a time.
3. The Officers of the Club shall be the governing body of the Club and be known as the Board.
4. Members of the Board may not be officers of another Country & Western Dance Club.

## **ARTICLE V – NOMINATIONS AND ELECTIONS**

1. The election will be held annually in the month of December.
2. Prior to the December meeting, the Board shall appoint a nominating committee chairman and two committee members to propose a slate of officers to serve for the next term.
3. Current Board Members may not serve on the nominating committee.



4. The slate will be presented to the membership in writing one month before the election is to take place.
5. Nominations may be made from the floor with the consent of the nominee.

#### **ARTICLE VI – DUTIES OF OFFICERS**

##### **PRESIDENT**

1. Shall be the chief officer of the Club and shall preside over all Membership and Board meetings of the club and the board.
2. Shall appoint Standing and Special Committees as required.
3. Shall call all special meetings and arrange for meeting space for those meetings.

##### **VICE-PRESIDENT**

1. Shall assist the President and shall, in his/her absence, perform the duties of the Office.
2. Shall serve and perform duties at the discretion of the President

##### **SECRETARY**

1. Shall record the minutes of regular and special meetings of the Board and the Club.
2. Shall be responsible for correspondence as required by the Board.

##### **TREASURER**

1. Shall receive all monies acquired by the HRCWDC and deposit such sums of monies in a non interest bearing account of a recognized bank.
2. Shall pay all bills owed by the Club.
3. Shall present a financial report to the Board and Membership as requested.
4. Shall be a standing member of the Events Committee

#### **ARTICLE VII – INSTRUCTION COMMITTEE**

1. Shall be composed of up to five members selected by the Board.
2. Shall consist of no more than two Board members.
3. Shall canvass the general membership for the most desired dances for instruction.
4. Shall research and interview dance instructors who will then be approved by the membership before hire.

**ARTICLE VIII – EVENTS COMMITTEE**

1. Shall be composed of up to five members selected by the Board.
2. Shall include the Treasurer as a standing member Committee.
3. Shall be responsible for planning regularly scheduled trips to local dance venues.
4. Shall be responsible for planning two or more events yearly to be held at Heritage Ranch.

**ARTICLE IX – FISCAL AND FINANCE**

1. The Fiscal Year shall be January 1 through December 31.
2. The Board shall prepare an annual budget to be presented to the Membership at the first regular meeting.
3. The budget may be revised as needed during the year with the approval of the Board.

**ARTICLE X – AMENDMENTS**

The By-laws may be amended as follows:

1. The proposed changes will be prepared and approved by a majority vote of the Board.
2. The proposed changes will be submitted to the Membership in writing for their consideration one month prior to the meeting at which the vote will take place.
3. A simple majority vote of the voting Club Members present shall be required to amend the By-laws.
4. By-law amendments approved by the Club Members will be submitted to the HOA Board for final approval before proposed amendments are considered a part of the official By-laws of the Club.

Approved by Activities Committee Resident Organization

  
\_\_\_\_\_ Date 11/19/08

Approved by HR HOA Board

  
\_\_\_\_\_ Date 11/20/08

# HERITAGE RANCH FISHING FOR FUN

## BYLAWS

### ARTICLE I

#### NAME

The name of the association is Heritage Ranch Fishing For Fun (FFF).

### ARTICLE II

#### PURPOSE

The purpose of Fishing For Fun is to share fishing information to develop and maintain a quality fishing experience for all ages at Heritage Ranch.

### ARTICLE III

#### MEMBERSHIP

Membership shall be open to any Heritage Ranch resident.

Memberships shall be for one year, beginning on April 21<sup>st</sup> of the current year, and expiring on April 20<sup>th</sup> of the following year.

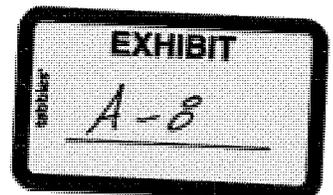
### ARTICLE IV

#### DUES

Annual membership dues shall be determined by the Board of Directors. Dues must be paid on or before April 21 of each year. The dues may be changed at the annual meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated. Only members with dues paid in good standing are eligible to vote or to be considered for office.

### ARTICLE V

#### OFFICERS / BOARD OF DIRECTORS



**Members of the Board shall be the President, Vice President, Secretary, Treasurer and the Past President (effective beginning at conclusion of each President's term of office) who will exercise all powers of management of HR Fishing For Fun. Each Officer shall serve without compensation.**

**The time, place and frequency of meetings of the FFF Board shall be determined by the Board.**

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

**The election of Officers shall take place during the annual membership meeting in April of each year, beginning in 2010. Elected Officers will take office beginning on April 21<sup>st</sup> of the current year following the election and expiring on April 20<sup>th</sup> of the following year.**

**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 the candidate is unopposed and willing to accept the office.**

**A couple residing in the same home may not serve on the Board of Directors concurrently.**

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

**The Officers shall attend and participate at all meetings of FFF.**

#### **President**

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

### 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 active members and their standing.

### Treasurer

The Treasurer shall receive all moneys of FFF 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 FFF. All financial obligations shall be approved and authorized by the Board before payment. All checks will be signed by both the President and 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 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 FFF 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 Fishing For Fun shall be April 21, 2010.

## **ARTICLE X**

### **COMMITTEES**

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

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 FFF, promoting a mutually beneficial relationship.

These Committees may consist of, but are not limited to the following: Cormorant Control, HR Games Fishing Contest, HR Kids Fishing Camp, Lakes Depth/Survey, Lakes Improvements.

## **ARTICLE XI**

### **GENERAL RULES**

Event fees will be handled in accordance to the Club Revenue & Expense Policy.

**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 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 on the FFF 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 the FFF Club Members on 4/3/10.

Approved by Activities Committee Resident Organization.

  
Date: 4-15-2010

Approved by HR HOA Board  
  
Date: 4/15/2010

# 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 must be paid on or before January 1 of each year. 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 DIRETORS

Members of the HRGS Board shall be the President, Vice President, Secretary, Treasurer, Program Chairperson 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 prepare an attendance roll at all regularly scheduled monthly meetings and other special meetings and forward the roll to the Secretary at the end of the meeting.

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 of the HRGS 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 both President and Treasurer. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each 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.

### **Program Chairperson**

The Program Chairperson shall be responsible for all programs for the monthly meetings. The chairperson shall select committee members, with help from the board, to help in developing educational programs that meets the requirements set forth in the HRGS Purpose. An outline of the proposed programs shall be made available to the membership prior to January meeting.

### **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 no 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 COMMITTEE**

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

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

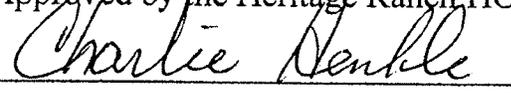
Bylaws approved: April 17, 2008

Amended: October 12, 2011

Approved by the Activities Committee Resident Organization

 Date: 11-28-2011

Approved by the Heritage Ranch HOA Board

 Date: 11/28/2011

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# HERITAGE RANCH DISC GOLF CLUB

## BYLAWS

### ARTICLE I

#### NAME

The name of the organization shall be the Heritage Ranch Disc Golf Club, also known as the HRDGC.

### ARTICLE II

#### PURPOSE

The purpose of the Heritage Ranch Disc Golf Club is to promote the interest of Heritage Ranch residents in playing Disc Golf.

### ARTICLE III

#### MEMBERSHIP

Membership shall be open to any Heritage Ranch resident.

### ARTICLE IV

#### DUES

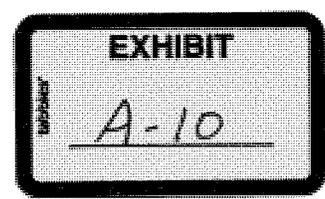
Dues shall be established each year at the annual membership meeting. Dues must be paid at the annual meeting. Membership dues shall not be prorated. Only members with dues paid in good standing are eligible to vote or be considered for office.

### ARTICLE V

#### OFFICERS / BOARD OF DIRECTORS

The officers shall be the President, Vice President, Secretary, and Treasurer. These officers shall comprise the Executive Committee.

The Board of Directors (Board) shall consist of the Executive Committee and other Directors deemed necessary and selected by the Board to further the aims of the club. The quorum for a Board Meeting shall be three members. Term of office for appointed Board Members shall be for two years, not to exceed two consecutive terms in either the same or different positions. The Board will exercise all powers of management of the HRDGC. Each Officer and Board member shall serve without compensation.



Two residents from the same household may not serve on the Board at the same time.

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place in October of even numbered years during the annual membership meeting held in conjunction with the Fall Social beginning in 2012. Elected Officers will take office following the election and continuing through to the next even numbered year annual membership meeting. A quorum for this meeting consists of those members attending the meeting.

Officers shall be elected for a two-year term by simple majority vote of the membership present at the annual or special meeting. The presiding officer shall vote only in case of a tie. Officers may serve a maximum of two consecutive terms.

Two residents from the same household shall not serve concurrently.

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

#### **President**

The president shall preside over all meetings, be responsible for the administration of all HRDGC business, act as an ex-officio member of all committees except the nominating committee, and ensure the financial and administrative integrity of HRDGC. The president or three Board members may call special meetings of the Board. The president shall also work in concert with the Heritage Ranch Activities Committee to ensure cooperative understanding of all events at Heritage Ranch.

#### **Vice President**

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. The vice president shall appoint a nominating committee for the election of officers.

#### **Secretary**

The secretary shall keep records, issue notices and maintain minutes of all HRDGC meetings and Board meetings.

### **Treasurer**

The treasurer shall receive all monies of the HRDGC and deposit such funds in a non-interest bearing account of a recognized bank. The treasurer shall pay all bills owed by HRDGC and approved by the Board, keep an up-to-date ledger recording all financial transactions, reconcile and retain bank statements and prepare financial reports. The treasurer shall maintain a current roster of membership.

## **ARTICLE VIII**

### **REMOVAL OF OFFICERS**

Any Officer or Director may be replaced by majority vote of the Board members whenever in its judgment the best interest of HRDGC will be served.

The Board shall fill any vacancy occurring during the year for the remainder of the term by majority vote of those present and voting.

## **ARTICLE IX**

### **FINANCES**

Annual financial records will be retained for a period of five years.

Two or more HRDGC members, other than those serving on the Board, shall review, audit and certify financial records on an annual basis. The results of the review will be presented to the general membership and recorded in the meeting minutes.

Only the president or the treasurer is authorized to sign checks.

## **ARTICLE X**

### **COMMITTEES**

The president may appoint temporary committees subject to the approval by the Board.

## **ARTICLE XI**

### **AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended, or repealed by simple majority vote 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 organization 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 organization.

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 HRDGC member, with written endorsement of at least four other HRDGC members may propose an amendment to these Bylaws.

Any amendment to these Bylaws must be approved by the HOA Board of Directors.

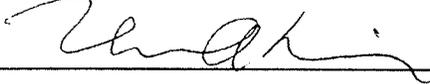
## **ARTICLE XII** **NOMINATING COMMITTEE**

With the exception of 2010, in August of each even numbered year, a nominating committee shall be appointed by the vice president to meet and prepare a slate of at least one nominee for each Officer position. The nominating committee shall consist of three non-Board members and two members from the current Board. The nominating committee will select their chairperson.

The nominating committee shall distribute 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.

Bylaws approved 8/20/2010  
Revised 10/17/2011

Approved by the Activities Committee Resident Organization

 \_\_\_\_\_ Date 10-31-2011

Approved by the HR HOA Board

 \_\_\_\_\_ Date 10/31/2011

# HERITAGE RANCH LADIES GOLF ASSOCIATION BYLAWS

REVISED MARCH 8, 2010

## ARTICLE I

### NAME

The name of the association is the Heritage Ranch Ladies Golf Association, also known as HRLGA.

## ARTICLE II

### PURPOSE

The purpose of the HRLGA is to provide an arena in which a group of lady golfers can enjoy the game of golf together, to develop, organize and administer a program which embodies and nurtures the traditions of golf, and to encourage conformance with the USGA Rules of Golf.

## ARTICLE III

### MEMBERSHIP

Membership shall be open to ladies who are residents or owners at Heritage Ranch. Membership may also be extended to women over 39 years old who have joined one of the Heritage Ranch golf membership programs, and show a desire to participate in play days and tournaments on a regular basis.

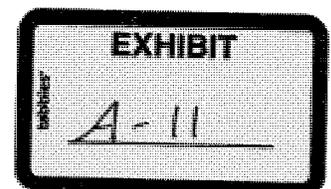
Memberships shall be for the calendar year, with all memberships expiring on December 31<sup>st</sup> of the year. Each application for membership shall be submitted with payment of annual dues.

## ARTICLE IV

### DUES

Annual membership dues shall be established by the officers of HRLGA. Dues shall normally be paid before the first official tournament or play day of each year. Dues may be prorated after July 1<sup>st</sup> of the calendar year.

Only members with dues paid in good standing shall be eligible to vote, to be considered for office, and to play in tournaments and play days of the HRLGA.



## **ARTICLE V**

### **OFFICERS / BOARD OF DIRECTORS**

Members of the Board shall be the President, Vice President representing eighteen hole golfers, Vice President representing nine hole golfers, Secretary, and Treasurer who shall exercise all powers of management of the HRLGA. The Immediate Past President shall serve as an ex officio member of the Board. Each Officer shall serve without compensation.

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in November of each year. Elected Officers shall take office effective on January 1 of the year following the election and continue through December 31st of the same year.

Officers shall be elected for a one-year term by a simple majority vote of the membership eligible to vote who are present at the annual membership meeting in November of each year. 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 in HRLGA meetings.

#### **President**

The President shall preside at all Board meetings and membership meetings of the HRLGA, and shall call all special meetings and direct all activities of the HRLGA. The President shall also work with the Heritage Ranch Golf Committee, to insure cooperative understanding of all HRLGA 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 HRLGA on any advisory committees.

### **Vice Presidents**

The Vice Presidents shall act on behalf of the President during any absence and perform the duties of the President. The Vice President representing 18 hole golfers shall serve the unexpired term of the President should the President leave office. The Vice Presidents may represent the HRLGA on advisory committees.

The Vice President representing 18 hole golfers shall be responsible for chairing the Nominating Committee.

### **Secretary**

The Secretary shall record and maintain the minutes of Board meetings and general meetings and make them available to the membership upon request. The Secretary shall write all letters, invitations and thank you notes as deemed appropriate. The Secretary shall have on file, a roster of active members and their standing.

### **Treasurer**

The Treasurer shall receive all moneys of the HRLGA 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 HRLGA. All financial obligations shall be approved and authorized by the Board before payment. All checks shall be signed by 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 insure that new members have been properly billed. The Treasurer shall produce and maintain a roster of active members of the HRLGA and their standing.

### **Past President**

The Immediate Past President shall serve ex officio on the Board with no voting rights, and shall assure continuity, and act as advisor to the President and 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. Any Officer may also be removed for conduct detrimental to the HRLGA.

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

## **ARTICLE IX**

### **COMMITTEES**

Committees may be appointed each year as deemed necessary by the Officers of HRLGA. The Board shall authorize and define the powers and duties of Committees. Chairs and members of Committees shall be recommended by the President and serve with approval of the Board.

Committees shall function as recommended in the USGA Golf Committee manual, in cooperation with the Head Professional and the Golf Committee of Heritage Ranch. Each Committee shall obtain Board approval for all major Committee events.

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

These Committees may consist of:

1. Tournament and Rules Committee
2. Exchange Events Committee
3. Social Committee
4. Nominating Committee
5. Communication Committee

## **ARTICLE X**

### **NOMINATING COMMITTEE**

The Vice President representing 18 hole golfers 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 in serving as an Officer on the HRLGA Board.

The Nominating Committee shall publish the proposed slate of officers for members at least twenty (20) days prior to the annual Membership meeting. Ballots may be created for voting prior to the Membership meeting.

## **ARTICLE XI**

### **MEETINGS**

General membership meetings shall be called annually, at a time designated by the Officers of the HRLGA. Additional meetings and social events may be held as needed at the discretion of the Officers.

Board meetings shall be called by the President of the HRLGA as necessary. A quorum at any meeting shall be a simple majority of those present at the meeting.

## **ARTICLE XII**

### **GENERAL RULES**

All members of HRLGA shall agree to abide by the rules the United States Golf Association, the Texas Women's Golf Association and the HRLGA.

Members in good standing may play in HRLGA events. A member of HRLGA must have an established USGA handicap.

All tournaments shall be played by USGA rules. Exceptions may be made for specific local rules of the course, and for weather conditions. Exceptions shall be published by the Tournament Committee.

Special event fees may be charged for tournaments or other activities as deemed appropriate by the Committees with Board approval.

**ARTICLE XIII**

**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 twenty (20) 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.

Approved by HRLGA Board and signed by President, Luanne Henkle

Date: March 8, 2010

Approved by the HRLGA Membership

Luanne Henkle Date March 8, 2010

Approved by Activities Committee Resident Organization

[Signature] Date March 10, 2010

Approved by HR HOA Board

Charlie Hankle Date: Mar 18, 2010

**HERITAGE RANCH GARDEN CLUB  
BYLAWS**

**ARTICLE I**

**NAME**

The organization shall be known as the Heritage Ranch Garden Club.

**ARTICLE II**

**PURPOSE**

The purpose of the Heritage Ranch Garden Club shall be: To promote and encourage interest in gardening and environment in the community; and to provide knowledge of plants, trees, and wildlife of North Central Texas.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident. Memberships shall be for the calendar year, with all memberships expiring on December 31<sup>st</sup>.

**ARTICLE IV**

**DUES**

Annual membership dues are \$5.00 per person. Dues must be paid on or before January 31 each year. The dues may be changed at the annual meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated. Only members with dues paid in good standing are eligible to vote or to be considered for office.

If, at the beginning of the calendar year, the balance in the Garden Club account is greater than \$1,000.00, the dues for the existing members may be waived for that year.



## **ARTICLE V**

### **OFFICERS / BOARD OF DIRECTORS**

The Officers of the Club shall be the President, Vice President, Secretary/Publicity Coordinator, Treasurer, Historian, Special Events Coordinator, Yard-of-the-Month Coordinator, and Past President. Elected Officers shall serve for the term of one year beginning in September and may be elected to the same office for not more than two consecutive terms unless the candidate is unopposed and willing to accept the office. No member shall hold more than one office at a time.

The Officers of the Club shall be the governing body of the Club and be known as the Board and will exercise all powers of management of the HR Garden Club. Each Officer shall serve without compensation.

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in August of each year. Elected Officers will take office effective September 1 and continue through September 1 of the next year.

Officers shall be elected for one-year term by simple majority vote of the membership present at the annual or special meeting.

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

The Officers shall attend and participate at all meetings.

## President

The President shall preside at all meetings of the HR Garden Club and shall call all special meetings and arrange for meeting space for those meetings and direct all activities of the HR Garden Club. The president shall also work in concert with the Heritage Ranch Activities Committee, to ensure cooperative understanding of all events at Heritage Ranch. The President shall, with Board approval, appoint Standing and Special committee chairpersons as required and serve as ex officio on all committees. The President shall represent the HR Garden Club on any advisory committees and shall serve as liaison with the HR HOA.

## 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 serve as Program Chairperson for monthly meetings.

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

## Secretary/Publicity Coordinator

The Secretary/Publicity Coordinator shall record the minutes of regular and special meetings of the Board and scheduled monthly meetings of the Club. The Secretary shall write all letters, invitations and thank you notes as deemed appropriate.

The Secretary/Publicity Coordinator shall maintain a roster of all active members and their standing.

The Secretary/Publicity Coordinator shall be responsible for all publicity activities required by the club. These include notices to the **Rancx Reporter**, emails to the HR Staff for e-Blast notices, monthly emails to club members announcing each monthly meeting and any other publicity the Board requests.

### **Treasurer**

The Treasurer shall receive all monies acquired by the Heritage Ranch Garden Club, including receipts from Garden Club events, and deposit such sums in the bank account of the Heritage Ranch Garden Club in a non-interest bearing account of a recognized bank. The Treasurer or the President shall sign all authorized warrants and checks drawn on funds of the HR Garden Club. All financial obligations shall be approved and authorized by the Board before payment. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each meeting. The Treasurer will prepare the annual budget, with guidance and approval of the Board, and present the budget to the Members at the January meeting or other special meeting. The Treasurer shall ensure that new members have been properly billed for dues if applicable.

### **Historian**

The Historian shall be responsible for maintaining the Club scrapbooks and permanent records of the Club's special events and programs.

### **Special Events Coordinator**

The Special Events Coordinator shall, with the advice and assistance of the Board, coordinate the activities of the various annual special events sponsored by the Club, including, but not limited to: the annual Garden Tour and the Holiday Cookie Exchange, which are organized by the Club, and the Home and Garden Show, which is sponsored by the HOA.

The Special Events Coordinator shall appoint committee members and chair committees to assist in the above activities, as needed.

### **Yard-of-the-Month Coordinator**

The Yard-of-the-Month Coordinator shall, with the advice and assistance of the Board, coordinate the selection of the yard-of-the-month.

The Yard-of-the-Month Coordinator shall appoint committee members and chair a committee to make nominations for the monthly award, submit nominations to Puckett's Nursery, and submit a photograph of the selected home along with a brief description to the **Ranch Reporter** and the Club's Historian.

### **Past President**

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 noted 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 IX**

### **FISCAL AND FINANCE**

The Fiscal Year shall be January 1 through December 31.

The Board shall prepare an annual budget to be presented to the Membership. The budget may be revised as needed during the year with the approval of the Board.

Event fees may be charged for HR Garden Club events and/or other activities as deemed appropriate by the Committees with Board approval.

The Board may allocate funds that accrue in the Club's treasury for activities, projects, or events for the benefit of the members of the Club and/or the Community in keeping with the spirit of the Club's purpose. Expenditures in excess of \$500 that have not been previously allocated through the annual budget will be presented to the members for approval.

## **ARTICLE X**

### **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 bylaws must be approved by the HOA Board of Directors.

## **ARTICLE XI**

### **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 on the HR Garden Club Board.

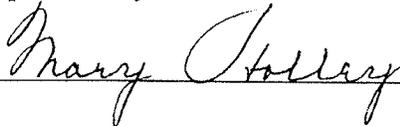
The Nominating Committee shall mail/email the proposed slate to the members thirty (30) days prior to the Annual Meeting and create the ballots for voting ten (10) days prior to the Annual Meeting.

Bylaws amended and approved by the membership on July 12, 2011.

Approved by the Activities Committee Resident Organization

 \_\_\_\_\_ Date 7-21-2011

Approved by the HR HOA Board

 \_\_\_\_\_ Date 7-21-2011

# **Military Veterans of Heritage Ranch**

## **BYLAWS**

### **ARTICLE I**

#### **NAME**

The name of the association shall be the Military Veterans of Heritage Ranch (MVOHR).

### **ARTICLE II**

#### **PURPOSE**

The purpose of the Military Veterans of Heritage Ranch is to develop, organize and administer a community program that embodies and nurtures the traditions of all branches of the United States military.

### **ARTICLE III**

#### **MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident who has served honorably in any branch of the United States military, regardless of rank or time in service.

Memberships shall be for an indefinite period of time with no expiration date unless the member requests to be taken off of the roster.

### **ARTICLE IV**

#### **DUES**

There are no annual dues for this organization at this time. If dues or monies are collected in the future to bring in or sponsor a program, than a treasurer will be elected or appointed and added to the Board to collect those monies.



## **ARTICLE V**

### **OFFICERS / BOARD OF DIRECTORS**

Members of the Board shall be the President, Vice President, Secretary and the Past President (effective beginning October 13, 2009) who will exercise all powers of management of the Military Veterans of Heritage Ranch. Each Officer shall serve without compensation. A Treasurer may be elected or appointed if need be in the future.

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the regular membership meeting in October of each year beginning in 2009. Elected Officers will take office effective immediately following the election and continuing until the October meeting of the following year.

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

The Officers shall attend and participate at monthly membership meetings and Board meetings.

#### **President**

The President shall preside at all meetings of the MVOHR, shall call all special meetings and direct all activities of the MVOHR. The President shall also work in concert with the Heritage Ranch Activities Committee, to insure cooperative understanding of all MVOHR events. The President shall, with Board approval, appoint committee chairpersons and serve ex officio on all committees as deemed necessary. The President shall represent the MVOHR on any advisory committees at Heritage Ranch

### **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 MVOHR on any advisory committees at Heritage Ranch.

### **Secretary**

The Secretary shall record and maintain the minutes of each meeting and make them available to any member if they so request. The Secretary shall write all letters, invitations and thank you notes as deemed appropriate. The Secretary shall maintain a roster of active members and their standing.

### **Treasurer**

If in the future a treasurer is added to the Board, the Treasurer shall receive all moneys of the MVOHR 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 MVOHR. All financial obligations shall be approved and authorized by the Board before payment. All checks will be signed by both President and 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 insure 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 Board.

## **ARTICLE VIII**

### **REMOVAL OF OFFICERS**

Any Officer may be removed from the Board for failure to attend, without reasonable excuse, three (3) consecutive scheduled meetings of the Board, which have been duly noticed in accordance with notifications of scheduled meetings. In addition, any officer may be removed from the Board for failure to attend, without reasonable excuse, three (3) consecutive monthly membership meetings.

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

## **ARTICLE IX**

### **EFFECTIVE DATE**

The effective date for the formation of the Military Veterans of Heritage Ranch shall be October 13, 2009.

## **ARTICLE X**

### **COMMITTEES**

The Board shall authorize and define the powers and duties of Committees as deemed necessary. Members of said Committees will be appointed and approved by the Board. Each committee shall obtain Board approval for all major Committee events.

Committee members will serve from the time of appointment until October of the following year or until such time as determined by the Board.

## **ARTICLE XI**

### **GENERAL RULES**

Event fees may be charged for activities such as field trips as deemed appropriate by the Committees with Board approval or by the Board.

## **ARTICLE XII**

### **AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended, or repealed by simple majority vote of the ballots cast at the October membership 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 on the Board.

The Nominating Committee shall mail/email the proposed slate to the members twenty (20) days prior to the Annual Meeting and create the ballots for voting ten (10) days prior to the Annual Meeting.

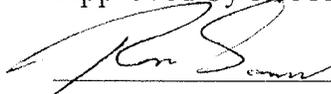
At the annual October meeting, nominations may be made from the floor if the person being nominated has agreed in advance to be nominated.

Bylaws Amended and Approved by Membership: Oct 13, 2009 by a vote of acclamation of the 40 members present

Approved by Activities Committee Resident Organization

 Date: 10/16/09

Approved by HR HOA Board

 Date: 10/27/2009

**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 HRMNGA 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 is to promote interest in and improvement of golf among all Association members. To increase participation in golf among all members of Heritage Ranch.

**ARTICLE III**

**MEMBERSHIP**

Membership is 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**

**DUES**

Annual membership dues are \$25.00 per person. Dues must be paid on or before July 1st of each year. Annual membership dues shall be set by a majority vote of the Board of Directors, and approved by a majority vote of the members present at a regular or special meeting. Dues may be changed by the Association at the annual meeting or any special called meeting. Dues shall be prorated and are payable when billed. Should any member be in default of 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 dues paid in good standing are eligible to cast one vote (1) or to be considered for office.



## ARTICLE V

### OFFICERS / BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board of Directors elected by the membership. 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 beginning with his election and ending with the election or appointment of a replacement member. Each officer shall serve without compensation. Officers may serve a maximum of two consecutive terms unless the candidate is unopposed and willing to accept the office. 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 will 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 VI

### DUTIES OF OFFICERS

#### President

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 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 will be signed by either the President or the Treasurer. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each meeting. The Treasurer shall ensure that new members have been properly billed.

### **Past President**

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

## **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 will be called as necessary by the Board.

A quorum for the Board shall be four (4) members present. A quorum 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 will 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 effect 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.

## **ARTICLE X**

### **OBLIGATIONS AND DISCIPLINES**

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.

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 of Directors; provided such member shall have been given due notice of the charges against him and an opportunity to be in his defense.

Any member thus suspended or expelled by vote of the Board of Directors may appeal from its decision to the members of the Association at the next annual January meeting.

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

## **ARTICLE XI**

### **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. In the absence of an appointed committee, the duties will be assumed by the Board.

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

These Committees may consist of:

**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.

**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 is 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 HR 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 HR 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. To play in any tournament, members must be a member in good standing and have an established handicap or handicap trend, approved by the Handicap Committee.
2. Each tournament may have a fee charged above the annual dues fee. The additional fee charged will be used for prizes and/or food supplied through the club. Participants will be responsible for their cart and green fees.
3. For new members, they must play five (5) rounds at HR creating a temporary handicap prior to playing in any Association tournament.
4. A maximum handicap for a member will be 36 for 18 holes.
5. 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 name.
6. Handicaps may be posted, as deemed by the Handicap chair person.
7. Unless otherwise specified all putts in tournaments shall be putted out.
8. Except where otherwise specified, rules of the USGA will govern.
9. 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 XIII**

### **MISCELLANEOUS**

Should the Association be dissolved by  $\frac{3}{4}$  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 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 of Directors 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**

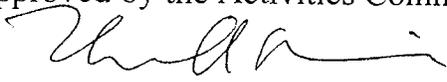
**BYLAW ADOPTION**

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.

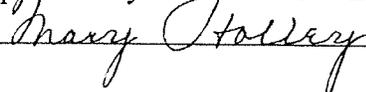
Amended and Approved by the HRMNGA membership January 15, 2009

Amended and Approved by the HRMNGA Board June 23, 2011

Approved by the Activities Committee Resident Organization

 Date 7-21-2011

Approved by the HR HOA Board

 Date 7-21-2011

**HERITAGE RANCH PATRIOTS CLUB  
BYLAWS**

**ARTICLE I**

**NAME**

The name of the association is the Heritage Ranch Patriots Club (HRPC).

**ARTICLE II**

**PURPOSE**

The purpose of the HR Patriots Club is to develop, organize, administer, publicize and provide funds for an annual program that embodies and nurtures the standards, traditions and respect for our national flag and other nation's national flags when on display at Heritage Ranch.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident. Memberships shall be for the calendar year, with all memberships expiring on December 31<sup>st</sup>.

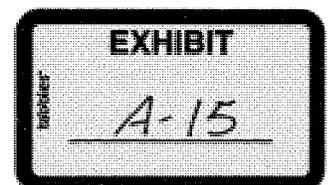
**ARTICLE IV**

**DUES**

Annual membership dues are ten dollars (\$10) per household. Dues must be paid on or before January 31st of each year. The dues may be changed at the annual meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated. Only members with dues paid in good standing are eligible to vote or to be considered for office. The primary purpose for the revenue collected from dues or donations is to fund the purchase of replacement flags and the expenses to maintain/repair existing flags.

**ARTICLE V**

**OFFICERS / BOARD OF DIRECTORS**



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

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in January of each year beginning in 2011. Elected Officers will take office immediately following the election and continuing through the next annual meeting.

Officers shall be elected for 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 the 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 VII**

### **DUTIES OF OFFICERS**

The Officers shall attend and participate at all meetings.

#### **President**

The President shall preside at all meetings of the HR Patriots Club, shall call all special meetings and direct all activities of the HRPC. The president shall also work in concert with the Heritage Ranch Activities Committee and the HOA General Manager, to ensure cooperative understanding of all HRPC 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 HR Patriots Club 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 Patriots 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. The Secretary shall maintain a roster of all active members and their standing.

### **Treasurer**

The Treasurer shall receive all moneys of the HR Patriots 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 HRPC. All financial obligations shall be approved and authorized by the Board before payment. All designated donated funds shall be separately recorded by purpose and reported at the Annual Meeting or upon request by any Board member. 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 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 noted in accordance with notification of scheduled meetings.

A vacancy in any position shall be filled by the HRPC 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 Patriots Club shall be January 1, 2011.

## **ARTICLE X**

### **COMMITTEES**

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

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 HRPC Board, in a mutually beneficial relationship.

## **ARTICLE XI**

### **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 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.

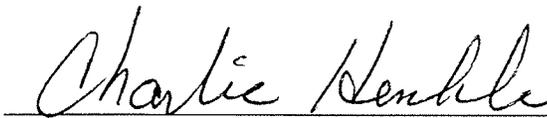
The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Officer on the HR Patriots Club Board.

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 the Activities Committee Resident Organization on November 19, 2010

 12-16-2010  
\_\_\_\_\_  
Tom Morrison, Chair

Approved by the Heritage Ranch HOA Board of Directors on December 16, 2010

 12/16/2010  
\_\_\_\_\_  
Charlie Henkle, President

# HERITAGE RANCH MEN'S GOLF ASSOCIATION

## BYLAWS

### ARTICLE I

#### NAME

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

### ARTICLE II

#### PURPOSE

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.

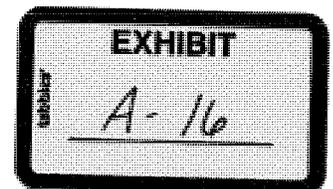
### ARTICLE IV

#### DUES

1. 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.

2/15/2011

1



## ARTICLE V

### OFFICERS / BOARD OF DIRECTOR

1. 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 annual membership meeting in January of each year. 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 through the same year.
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.

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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.

2/15/2011

1. 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.

2/15/2011

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 un-expired 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.

2/15/2011

**ARTICLE XIII**

**NOMINATING COMMITTEE**

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

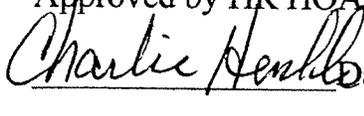
The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Officer on the MGA Board.

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 Activities Committee Resident Organization

 Date: 2-16-2011

Approved by HR HOA Board

 Date: 2/17/2011

MGA Membership Approved Date 1/21/2009  
**Amended 1/21/1009**

**MGA Membership Approved date 1/31/2011**  
**Amended 1/31/2011**

2/15/2011

**HERITAGE RANCH THEATRE OF THE MIND  
BYLAWS**

**ARTICLE I**

**NAME**

The name of the club is the Heritage Ranch Theatre of the Mind.

**ARTICLE II**

**PURPOSE**

The purpose of the Theatre of the Mind is unique. It offers residents the opportunity to learn and practice theatre arts; acting, directing, stage-craft, set-design, publicity and to participate in on-stage readings. Readings and performances will include exciting adaptations of famous radio and television broadcasts and performing in unique theatrical presentations focused on nationally acclaimed productions.

**ARTICLE III**

**MEMBERSHIP**

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

**ARTICLE IV**

**DUES**

Annual membership dues are \$25.00 per person. Dues must be paid on or before January 15 of each year. The dues may be changed at the annual meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated. Only members with dues paid in good standing are eligible to vote or to be considered for office.



## **ARTICLE V**

### **OFFICERS / BOARD OF DIRECTORS**

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

Time, place and frequency of meetings of the Board shall be determined by the 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 2011. Elected Officers will take office effective January 1 following the election and continuing through December 31.

Officers shall be elected for 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 the candidate is unopposed and willing to accept the office.

Any member in good standing may be elected and serve as an officer.

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

The Officers shall attend and participate in all meetings.

#### **President**

The President shall preside at all meetings of the Board, shall call all special meetings and direct all activities of the Theatre of the Mind. The president shall also work in concert with the Heritage Ranch Activities Committee, to ensure cooperative understanding of all Theatre of the Mind 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 Theatre of the Mind 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 Theatre of the Mind 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 Theatre of the Mind 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 Theatre of the Mind. All financial obligations shall be approved and authorized by the Board before payment. 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.

## **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 notification of scheduled meetings.

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

## **ARTICLE IX**

### **EFFECTIVE DATE**

The effective for the formation of the Heritage Ranch Theatre of the Mind shall be July1, 2011.

## **ARTICLE X**

### **COMMITTEES**

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

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

## **ARTICLE XI**

### **GENERAL RULES**

Additional event fees may be charged for activities as deemed appropriate by the Committees with the Theatre of the Mind 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.

The Members shall not have the power to change the purpose of the Heritage Ranch Theatre of the Mind 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 Theatre of the Mind.

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 on the Heritage Ranch Theatre of the Mind 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 the Activities Committee Resident Organization

 Date 7-21-2011

Approved by the HR HOA Board

 Date 7-21-2011

10/10/08

**HERITAGE RANCH VARIETY SHOW ORGANIZATION  
BYLAWS**

**ARTICLE I**

**NAME**

The name of the organization is the Heritage Ranch Variety Show Organization (HRVSO).

**ARTICLE II**

**PURPOSE**

The Heritage Ranch Variety Show Organization (HRVSO) is an independent non-profit organization whose purpose is to develop, organize and administer the Annual Variety Show. The HRVSO will allocate a portion of the show's proceeds for the purchase of equipment and improvements for the Heritage Ranch stage and Ballroom.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident and is a requirement for any variety show cast and crew participant to have voting rights.

**ARTICLE IV**

**DUES**

Membership dues will be \$5.00 per person and gives the individual voting rights.

**ARTICLE V**

**OFFICERS / BOARD OF DIRECTORS**

Members of the Board shall be the President, Vice President, Secretary, and Treasurer. The four officers will be effective February 29, 2008. The officers will exercise all powers of management of the HRVSO. Each Officer shall serve without compensation.

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

**ARTICLE VI**



## **ELECTION OF OFFICERS**

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

Terms of office will be for two (2) years. The President and Treasurer will be elected the same year. The Vice-President and Secretary shall be elected for a two year term, except that for the year 2008 such officers shall be elected for an initial term of one (1) year. Officers may serve a maximum of two consecutive terms.

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

Board members will be elected by majority vote by those present at the annual meeting.

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

#### **President**

The President shall preside at all meetings of the HRVSO, shall call all special meetings and direct all activities of the HRVSO. The President shall also work in concert with the Heritage Ranch Activities Committee to insure cooperative understanding of all 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 HRVSO on any advisory committees.

The President's duties shall include working with the Facility Scheduler regarding the scheduling of the Ballroom for the Variety Show including all of the technical and dress rehearsals.

The President shall serve as an ex-officio member on all committees and/or may designate that the Vice-President serve instead.

#### **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 Board on the appointed committees.

The Vice-President shall serve as an ex-officio member on designated committees as directed by the President.

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

### **Secretary**

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

### **Treasurer**

The Treasurer shall handle membership dues and revenues allocated from the HRVSO annual event; shall reimburse expenditures in accordance with the By-Laws and Board policies; shall maintain the HRVSO's bank account and shall deposit all moneys in a non interest bearing account of a recognized bank. The Treasurer shall sign all authorized warrants and checks drawn on funds up to twenty-five dollars (\$25.00). All expenditures and financial obligations in excess of twenty-five dollars (\$25.00) shall be approved and authorized by the Board before payment. All checks will be signed by either 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.

## **ARTICLE VIII**

### **RELACEMENT OF OFFICERS**

A vacancy in any position shall be filled by the HRVSO 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 HRVSO shall be February 29, 2008.

## **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. The Board will select and approve the Director for each year's annual show.

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 HRVSO for a mutually beneficial relationship.

These Committees shall consist of: Review Committee, Performance Production Committee and Rules and Policies Committee.

The Review Committee will be responsible for reviewing all acts, regular and walk-on as needed to determine variety in content and staying within allotted time. The committee will also be responsible for making suggestions for improvement of the act. The committee will include the Variety Show Director who will become the committee chairperson.

The Performance Production Committee will be responsible for recruiting support personnel for prop design and building, stage hands, lighting, audio/video, dressing room assignments, program and ticket design and production, etc.

The Rules and Policy Committee will be responsible for setting the allotted time for regular and walk-on acts and the maximum number of people allowed in an act. They will also set policy for the number of acts and the amount of rehearsal time per week of the clubhouse facilities including stage time. If conflicts arise, the HRVSO Representative and the Facility Scheduler will work together to achieve a successful resolution of the issue(s).

A married couple cannot serve on the same committee at the same time.

All committee decisions must be presented to the Board for final approval.

## **ARTICLE XI**

### **GENERAL RULES**

A HRVSO member may participate in a maximum of two acts but limited to no more than one solo for one of the acts.

The Variety Show Form for an act will be completed and turned in to the front desk no sooner than the date established by the HRVSO Board. The form will be date and time stamped with a receipt given to the person turning in the form. Heritage Ranch homeowners only, can participate in an act.

There will be a reasonable ticket charge for the HRVSO Annual Show designed to fit within the Heritage Ranch residents' budget.

The revenues from the ticket sales will be handled by the HRVSO Board. After payment of the production costs e.g. programs, tickets, props, videographer, rental equipment, etc. the HRVSO Board shall determine the amount to be set aside to cover future Variety Shows and pre-

production expenses of the following year's event. Thereafter the HRVSO Membership together with the Activities Director and the Ballroom Long Range Improvement and Maintenance Subcommittee (BLIMS) will specify and allocate the funds necessary to be used for improvements benefiting the Heritage Ranch stage and Ballroom.

## **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 revisions to these bylaws must be approved by the HR HOA Board of Directors.

## **ARTICLE XIII**

### **NOMINATING COMMITTEE**

The Vice President shall chair the Nominating Committee which shall consist of as many as three members as deemed necessary.

The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Executive Officer on the HRVSO 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.

**Revised: 3/6/2009**

Approved by Activities Committee Resident Organization

R.G. Dill Date: 4/16/09

Approved by HR HOA Board

[Signature] Date: 4-16-2009

**HERITAGE RANCH RV CLUB  
BYLAWS**

**ARTICLE I**

**NAME**

The name of this organization is the Heritage Ranch RV Club.

**ARTICLE II**

**PURPOSE**

The purpose of this club is to promote social, recreational, and informational exchange activities that provide for the enjoyment and pleasurable use of recreational vehicles.

The RV Club is an independent non-profit organization.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to only Heritage Ranch residents.

Membership shall be for one calendar year, with all memberships expiring on January 31<sup>st</sup> of the succeeding year.

**DEFINITION**

The term "member" as used herein is defined as a family unit consisting of a husband and wife, or adult person(s).

**ARTICLE IV**

**DUES**

Annual membership dues will be determined at the annual membership meeting drive to be held in January of each year. Dues must be paid on or before March 1<sup>st</sup> of each year or upon the first meeting after joining the RV Club. The dues may be changed at the annual membership meeting or at a special meeting called specifically to address dues. Membership dues shall not be prorated.

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



## **ARTICLE V**

### **OFFICERS / BOARD OF DIRECTORS**

Members of the Board shall be the President, Vice President, Secretary-Treasurer, Wagon Master and the Past President, who will exercise all powers of management of the Heritage Ranch RV Club. Each Officer shall serve without compensation.

The Board shall select and appoint the Wagon Master and Assistant(s).

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in January of each year. Elected officers will take office following the election and continue to serve to the next annual membership meeting.

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

A married couple shall not serve on the Board at the same time.

## **ARTICLE VII**

### **DUTIES OF THE OFFICERS**

#### **President**

The President shall preside at all meetings of the RV Club, shall call all special meetings and direct all activities of the Club. The president shall also work in concert with the Heritage Ranch Home Owners Association and clubhouse management, to insure cooperative understanding of all RV Club 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 Club on any advisory committees.

The President shall coordinate room assignments, space requests and equipment for all RV Club functions.

#### **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 Board on all appointed committees.

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

The Vice President shall organize volunteer Roundup Hosts for each Roundup.

**Secretary-Treasurer**

The Secretary-Treasurer shall record and maintain the minutes of each meeting and distribute them to the membership. The Secretary-Treasurer shall write all letters, invitations, sunshine cards and thank you notes as deemed appropriate. The Secretary-Treasurer shall maintain a roster of active members. The Secretary-Treasurer shall receive all monies of the RV Club and deposit such sums in a non interest bearing account of a local recognized bank. The Secretary-Treasurer shall sign all warrants and checks drawn on funds of the RV Club. All financial obligations shall be approved and authorized by the Board before payment. The Secretary-Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at the Boards request and at the annual membership meeting. The Secretary-Treasurer shall represent the Board on all appointed committees.

The Secretary-Treasurer shall place all RV Club announcements in the newsletter and on the internet.

**Past President**

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

**Wagon Master**

The Wagon Master selects and when appropriate signs/contracts for all Roundup sites. The Wagon Master is a non-voting member of the Board.

**ARTICLE VIII**

**REMOVAL OF OFFICERS**

Any Officer may be removed by the Board for failure to attend three consecutive scheduled meetings of the Board, which were duly noticed.

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

**ARTICLE IX**

**EFFECTIVE DATE**

The effective date of the formation of the Heritage Ranch RV Club is February 5<sup>th</sup>, 2009.

**ARTICLE X**

## **COMMITTEES**

Annually 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 and approved by the Board.

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

The Committees shall work closely with the RV Club Board.

## **ARTICLE XI**

### **CLUB ADMINISTRATION**

A quorum for the transaction of business at any duly-called Club meeting is twenty-five percent (25%) of the Club membership or fifteen (15) members, whichever is less.

Except as specified elsewhere in these Bylaws, a simple majority vote of members in good standing and voting shall be required to approve or disapprove any matter.

## **ARTICLE XII**

### **GENERAL RULES**

Additional event fees may be charged for RV Club activities as deemed appropriate by the RV Club Board.

## **ARTICLE XIII**

### **AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended, or repealed by simple majority vote 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 the 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 amendments to be considered.

Any amendment to these Bylaws must be approved by the HR HOA Board of Directors.

## **ARTICLE XIV**

## 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 on the RV Club Board.

The Nominating Committee shall present the proposed slate to the members not less than seven (7) days prior to the Annual Meeting and create the ballots for voting at the Annual Meeting.

## ARTICLE XV

### LIABILITY

For each trip, all participants are required to complete and sign a "Participants Profile and Liability Form" which will release the HR-RV Board from liability related to travel. The form will be provided by the HR-RV Board and must be signed and returned to the HR-RV Board before the participant can travel on a HR-RV sponsored trip. The completed forms will be kept on file by the HR-RV Board.

Prior to any HR-RV sponsored trip, the club officers or trip coordinator will verify that a valid Participants Profile and Liability Form is on file for all club members that are going on the trip. If a valid is not on file, one will be requested.

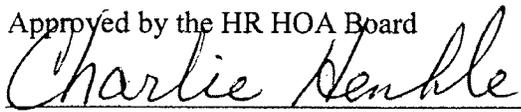
**Approved by HR RV Club membership February 5, 2009.**

Bylaws Approved: February 19, 2009  
Amended: October 14, 2011

Approved by the Activities Committee Resident Organization

 Date 10-31-2011

Approved by the HR HOA Board

 Date 10/31/2011

By-Laws  
Of  
The Heritage Ranch Theatre Guild

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 do hereby and herewith establish the following rules and by-laws to govern and guide our organization. There shall be a Guild Board (Board) elected as provided herein.

1. PURPOSE

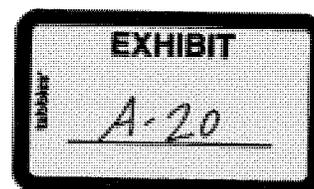
The Guild is an independent non-profit entity that may develop and present of its own Heritage Ranch productions for the enjoyment of our residents. As voted upon by the membership in a meeting called for that purpose, the Guild will allocate a portion of show proceeds for the purchase of equipment and improvements for the Heritage Ranch stage and ballroom.

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 show 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. Initial annual dues shall be \$10.00/ member subject to change by recommendation of the Board and a vote of the membership.

III. ORGANIZATION AND GOVERNMENT

- A. The initial Board of Directors shall be five (5) members. Thereafter the Guild may be governed by a Board of Directors of up to nine (9) members as directed by the Board and elected by the membership. In addition to general participation in all Board and organizational activities each member of the Board will be elected to a specific area of responsibility and function, which that Board member shall promote control, direct, and serve. All Board members shall have one vote except the president who shall only vote to break a tie vote.
- B. Members of the Board and their basic responsibilities shall be as follows:
  - 1. **PRESIDENT:** Shall be responsible for day to day operation of the Guild activities participating in all events and activities; will support the efforts and functions of all other Board members; will insure that all Board members and general membership are apprised of their responsibilities, activities, programs and actions planned or in progress; shall preside at all Board and membership meetings; shall bring to the attention of the any and all grievances and complaints and shall appoint a chairman for the social committee and support and oversee the activities of that committee.



2. 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 head the Membership committee, which shall prepare and maintain a current membership roster to include the name, address, telephone number, and a brief resume of talents and interests, and shall provide a copy to each board member, and shall select a nominating committee for each general election of Board members.
3. SECRETARY: Shall record, transcribe, and maintain minutes of all Board and general membership meetings and shall send a copy to each Board member, and shall maintain files and records pertaining to the Guild activities and shall additionally be responsible for the duties of the assistant secretary until such time as an assistant secretary is elected to the Board.
4. ASSISTANT SECRETARY: The assistant secretary shall assume the duties and responsibilities of the Secretary whenever needed, and shall set up a telephone calling committee. The assistant secretary shall also handle any correspondence of the Guild.
5. TREASURER: Shall handle membership dues and revenues allocated from entertainment events; shall reimburse expenditures in accordance with the by-laws and Board policies; shall maintain the Guild's bank accounts with the assistance of the business manager when needed. The guild funds may be placed in a non-interest bearing account. The treasurer will be responsible for all expenditures up to One Hundred dollars (\$100.00). All expenditures of a \$100.00 or less must be reviewed and approved by the Board. Any expenditure in excess of One Hundred dollars (\$100.00) submitted to the treasurer must be approved by the Board and the membership.
6. BUSINESS MANAGER: Shall serve as acting treasurer whenever needed; shall supervise show ticket sales, and promotion of events, working closely with members of the production committee; shall work with HOA management to schedule all facilities for performances, rehearsals, and dressing and makeup rooms, providing HOA management with written set-up instructions for all facility usage; shall represent, when necessary, the Guild's Board and membership to the activities committee and/or the Heritage Ranch Homeowner Association Board of Directors and shall additionally be responsible for the duties of the assistant business manager until such time as an assistant business manager is elected to the Board.
7. ASSISTANT BUSINESS MANAGER: Shall assist and serve as acting Business Manager in all of his/her duties and shall handle the printing of programs, tickets and the appointment of ushers, runners, and monitors.
8. PRODUCTION MANAGER: Shall initially be an appointed position by the Board and shall recommend a director for any production with final approval of the board(s) as such may be constituted; shall work with the director in development of the script or a production plan, selection of music, selection of the talent requirements for the production, and of all technical assistance; shall work with the director on all artistic aspects of the production, rehearsals and presentation; shall (if necessary) appoint a committee known as the production committee to assist in all artistic and technical aspects of show production; shall appoint committee chairperson for costumes, makeup, stage crew, and other needed committees and shall additionally be responsible for the duties of the production assistant until such time as a production assistant is elected to the board.
9. PRODUCTION ASSISTANT: Shall assist the production manager in all of his/her duties with the show, giving special attention to liaison with the business manager, and to suggestions and complaints regarding the show from the cast and stage crew. These suggestions and complaints will be resolved by the production manager, production assistant, director, and/or production committee. Any changes made shall be conveyed to the attention of the president and Board at a subsequent meeting.

#### IV. NON BOARD MEMBERS, COMMITTEES, AND MEETINGS OF THE GUILD:

- A. Director: Shall consult with the assigned production manager and production assistant regarding show casting, stage setting, lighting, music, and sound; shall work with the business and production managers to schedule performances and rehearsals well in advance of the production, i.e., in the fall for a spring production etc. The director will be in charge of all rehearsals and shall be receptive to input, through the production assistant, received from the cast and Guild membership. The director is not a member of the Board and need not be a Heritage Ranch resident.
- B. Committees: Each of the elected Board members may appoint committees to carry out some of the duties of their respective offices, and they will provide supervision for those committees; these committees may be ongoing, such as the production team, or social committees, or may be for a single specific project such as the purchase of a particular piece of equipment.
- C. Meetings: Except as may be otherwise determined, the Board shall meet monthly at a regularly scheduled day and time throughout the year.

#### V. ELECTION AND TERMS OF OFFICE

- A. To provide candidates for the annual election in September, the vice president shall head a nominating committee responsible for recruiting candidates for each Board position, and preparing a ballot form containing the nominated names and positions.
- B. The nominating committee shall be composed of the vice president and four (4) members selected from the Guild's general membership.
- C. Term of Office. Terms of office will be for two (2) years. The president, vice president, and treasurer will be elected the same year. The secretary and business manager shall be elected for a two term, except that for the year 2007, such officers shall be elected for an initial term of one (1) year. The assistant business manager, assistant secretary, production manager, and production assistant shall be elected for two (2) year terms when such officers shall be elected by the membership.

#### VI. OPERATIONAL RELATIONSHIP WITH HERITAGE RANCH:

##### A. Scheduling.

1. The business manager's duties shall include working with the HOA Management regarding all scheduling arrangements for the use of Heritage Ranch facilities.
2. All major events and activities of the Guild which involve use of the ballroom will be scheduled with the HOA Management. Rehearsals for small groups using other rooms of the Ranch may be scheduled as needed, based on space available.

3. All attempts will be made by the Guild to create a consistent schedule, which is respectful of other events and groups using the facilities. If problems with conflicting schedules or special needs of the production (i.e., dressing rooms for the dress rehearsals and performances, etc.) should arise, the Guild's representative and the HOA Management will work to achieve a successful resolution of the issue(s).

#### B. Facilities Set-Up.

The business manager and the production manager will meet with the HOA Management or his/her designee on an annual basis or at a time as mutually agreed, to determine basic facility and equipment arrangements and to complete any necessary paperwork. All meetings shall occur, at a mutually convenient time. Because a production occurs many months after this meeting, some technical arrangements for staging, sound, and lighting may need be added later.

#### VII. REVENUE AND EXPENSES:

- A. All revenues generated from membership dues, and donations shall be deposited into the Guild's account by the treasurer. Dues will be spent on social functions and will have an accounting separate from allocated proceeds from the productions.
- B. There may be a reasonable ticket charge for the Guild's performances, and, if so designated it shall be designed to fit within the Heritage Ranch resident's budget. Revenues from ticket sales will be handled by the treasurer. After payment of the production's costs, the Board shall determine and the Guild membership shall approve the amount to be set aside to cover future projects, and preproduction expenses of the following year's event(s).
- C. The Guild may purchase technical equipment and other items that will improve and/or enhance facilities owned by the Heritage Ranch Homeowners Association. Such equipment and items become community property and must be approved by the HOA Board of Directors. Items purchased by the Guild for its own internal use are subject only to approval of the Guild membership and/or the Board as described in Section VII D.
- D. The Guild's Board and its membership in attendance shall be responsible for the approval for all expenditures made on behalf of the Guild at a meeting convened for such purpose or in the regular monthly meeting. Approval of the expense will require a majority vote in favor of the request. The treasurer will be responsible for all expenditures up to One hundred dollars (\$100.00). All expenditures of \$100.00 or less will be reviewed and approved by the Board. Any expenditure in excess of One hundred dollars (\$100.00) submitted to the treasurer must be approved by the Board and its membership. Any member presenting a bill to the treasurer for expenses must present a valid receipt before payment can be made.
- E. For the 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 annual general meeting each year. The president shall appoint an audit committee for this purpose.

VIII. 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 be a majority of the Board and the lesser of twenty—five percent (25%) of the membership or at least twelve (12) members in attendance.

IX. AMENDMENTS:

These by-laws may be amended, appealed or altered in whole or in part by a majority of the general 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 amendment shall be submitted to the Board least thirty (30) days prior to their consideration by the general membership. Any amendment(s) to these by-laws must be approved by the HOA Board of Directors.

Approved by HR HOA Board of Directors

Charlie Henkle  
Charlie Henkle

12/15/2011  
Date

# HERITAGE RANCH STORYTELLERS' CLUB

## BYLAWS (with 2010 Revisions)

### ARTICLE I

#### NAME

The name of the club is the Heritage Ranch Storytellers' Club (HRSC).

### ARTICLE II

#### PURPOSE

The purpose of the club is to stimulate interest in books and literature and to promote friendship among its members.

### ARTICLE III

#### MEMBERSHIP

Membership shall be open to any Heritage Ranch resident.

Memberships shall be for the period SEPTEMBER through MAY, with all memberships expiring on MAY 31.

Members may bring guests to any meeting at a charge of \$10.00 per guest. Members may bring as many resident guests as they wish on Guest Day for no charge. Guest Day is scheduled for the April meeting.

### ARTICLE IV

#### DUES

Annual membership dues are \$50.00 per person. Dues must be paid on or before June 30 of each year in order for each member to have his/her name included in the yearbook. New members coming into the club after the February meeting will pay dues of \$40.00 for the remainder of the year.

The dues may be changed at the annual meeting or at a special meeting called specifically to address dues.



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 Board shall be the President, First Vice President, Second Vice President, Secretary, Treasurer, Historian, Publicist, and the Immediate Past President who will exercise all powers of management of the HR Storytellers' Club. Each Officer shall serve without compensation.

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in March of each year beginning in 2009. Elected Officers will be installed at the May meeting at which time they will assume their duties. The duration of office is as stated in the following paragraph.

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

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

The Officers shall attend and participate at HRSC meetings.

The Executive Committee shall consist of the President, First Vice President, Second Vice President, Secretary, Treasurer, Historian, Publicist, and Immediate Past President.

### **President**

The President shall preside at all meetings of the HRSC, shall call all special meetings, and direct all activities of the HRSC. The President shall also work in concert with the Heritage Ranch Activities Committee, to insure cooperative understanding of all HRSC 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 HRSC on any advisory committees. The President shall appoint committee chairpersons and serve as an ex officio member on those committees.

The President shall be Chairperson of the Executive Committee. Meetings of the Executive Board will be called by the discretion of the President.

### **First Vice President**

The First Vice President shall act on behalf of the President during any absence and perform the duties of the President. The First Vice President shall serve the unexpired term of the President should the President leave office. The First Vice President shall be the Membership Chairperson and as such shall conduct all correspondence regarding membership and keep up-to-date records of all members.

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

### **Second Vice President**

The Second Vice President shall serve as the Program Chairman and secure book reviewers for each meeting of the year. Those names shall be presented for Executive Board approval.

### **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 be Chairperson of the Yearbook Committee and have books ready for distribution at the September meeting.

### **Treasurer**

The Treasurer shall receive all moneys of the HRSC 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 HRSC. All financial obligations shall be approved and authorized by the Board before payment. All

checks will be signed by both President and Treasurer. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts and disbursements at each meeting.

### **Historian**

The Historian shall keep an account of the year's activities, collect, and preserve records of events pertaining to the club (scrapbook, agendas, minutes, and officers' reports.)

### **Publicist**

The Publicist will be responsible for all publicity required by the club. This includes notices to the Ranch Reporter, emails to HR staff for e-blast notices, sign-up notebook in the Arts and Crafts Room, announcement signs for the easel, and any other publicity the Executive Board requests.

### **Immediate Past President**

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 Executive 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 Book Review Club shall be 22 September 2008, our first meeting.

## **ARTICLE X**

### **COMMITTEES**

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

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 HRSC in a mutually beneficial relationship.

## **ARTICLE XI**

### **GENERAL RULES**

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

## **ARTICLE XII**

### **AMENDMENT TO BYLAWS**

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

The Members shall not have the power to change the purpose of the Club 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 First Vice President shall chair the Nominating Committee, which shall consist of a minimum of three members.

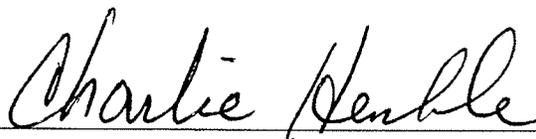
The Nominating Committee shall assemble a list of nominees who have expressed their interests to serve as an Officer on the HRSC Board.

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 Activities Committee Resident Organization

 Date 7-15-2010

Approved by HR HOA Board

 Date: 7/15/2010

**HERITAGE RANCH TENNIS ASSOCIATION BYLAWS**  
**Revised March 2, 2009**

**ARTICLE I**  
**Name**

The name of the organization shall be the Heritage Ranch Tennis Association, also known as HRTA.

**ARTICLE II**  
**Purpose**

The purpose of the Heritage Ranch Tennis Association is to promote the interest of Heritage Ranch residents in playing tennis, to organize tennis games within Heritage Ranch and/or with other tennis clubs in the area and to plan and hold social activities, as desired. Rules of the United States Tennis Association (USTA) shall be used as guidelines for HRTA court play. Rules for court usage as described in the Heritage Ranch Golf and Country Club Rules and Regulations should be followed at all times.

**ARTICLE III**  
**Members and Guests**

**Section A.** Primary (voting) membership is open to all residents of Heritage Ranch, in good standing, and any contracted future homeowner of Heritage Ranch.

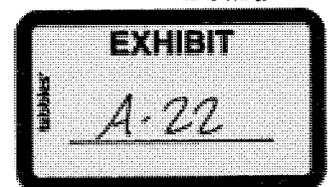
**Section B.** Rules regarding the tennis courts must be in compliance with Article VIII, Tennis Rules and Regulations in the Heritage Ranch Golf and Country Club Rules and Regulations.

**Section C.** Members shall pay full annual dues established by a vote of the membership at the annual meeting in January. Dues are due at the annual January meeting. Dues are past due February 28. Anyone joining HRTA anytime during the year will pay the full annual dues.

**ARTICLE IV**  
**Officers**

**Section A.** The officers of HRTA shall consist of president, vice president, secretary and treasurer. These officers comprise the Executive Committee.

**Section B.** The Board of Directors (Board) shall consist of the Executive Committee and coordinators including (1) women's organized play, (2) men's organized play, (3) social activities (4) communications/publicity and (5) introduction to tennis activities and such others as agreed upon by the Executive Committee. The men's and/or women's coordinator may also serve as tournament director(s). The quorum for a Board meeting shall be five members. Regular meetings of the HRTA Board may be held at such time and place as the HRTA Board



shall determine. Each officer and director shall have one vote on questions brought before the Board. Term of office shall be for two years, but not to exceed two consecutive terms in either the same or different positions.

**Section C.** Two members from the same household may not serve as officers of the HRTA and/or serve on the Executive Committee at the same time.

**Section D.** The election for all positions shall be by written ballot unless there is only one nominee for the position in which case a majority voice vote shall be considered as valid. The president shall preside over all meetings, be responsible for the administration of all HRTA business, act as an ex-officio member of all committees except the nominating committee, and ensure the financial and administrative integrity of HRTA. The president or three Board members may call special meetings of the Board.

**Section E.** 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. It shall be the duty of the vice president to seek to expand the membership of HRTA.

**Section F.** The secretary shall keep records, issue notices and maintain minutes of all HRTA meetings and Board meetings.

**Section G.** The treasurer shall receive all monies and pay all bills owed by HRTA and approved by the Board, keep an up-to-date ledger recording all financial transactions, reconcile and retain bank statements and prepare financial reports. The treasurer shall maintain a current roster of membership.

**Section H.** The Board 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 I.** Any Officer or Director may be replaced by a majority vote of the membership whenever in its judgment the best interest of HRTA will be served.

## **ARTICLE V**

### **Elections**

**Section A.** Any HRTA member in good standing may be nominated for any Board position.

**Section B.** In November of each even numbered year, a nominating committee shall be appointed by the Board to meet and prepare a slate of at least one nominee for each Board position. The nominating committee shall consist of five non-Board members; one from women's organized play, one from men's organized play, one appointed by the president and two appointed by other members of the Board. The nominating committee will select its own chair.

**Section C.** The slate of candidates proposed by the nominating committee will be made available to all HRTA members at least 30 days before the annual meeting.

**Section D.** The nominating committee shall present its slate at the annual general meeting in January of odd-numbered years. Further nominations may be made from the floor (providing permission has been obtained from the nominee). A majority vote of the membership present and voting is required for election. The election for all positions shall be by written ballot unless there is only one nominee for the position in which case a majority voice vote shall be considered as valid. The elected Board will take office immediately following the close of this meeting. Board membership will be for two years.

**Section E.** All elected Board members shall serve without compensation.

## **ARTICLE VI**

### **Membership Meetings**

**Section A.** A general meeting of HRTA shall be held annually in January. Membership should be notified at least one week in advance of any membership meetings. The president or three Board members 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 HRTA members other than those serving on the Board of Directors 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 Board are authorized to sign checks.

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

**ARTICLE VIII**  
**Committees**

**Section A.** The president may appoint temporary committees subject to the approval of the Board.

**ARTICLE IX**  
**Parliamentary Authority**

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

**ARTICLE X**  
**Amendments**

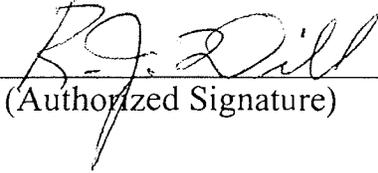
**Section A.** The bylaws may be amended at any regular or specially called meeting by a simple majority vote of the voting members present, providing voting members have been given two weeks notice of the proposed change.

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

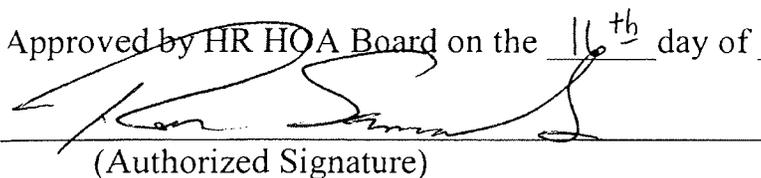
**Section C.** Any amendments made to these bylaws must be approved by the HR HOA Board of Directors.

**Amended and Approved by Membership on the 2<sup>ND</sup> day of March, 2009.**

Approved by Activities Committee Resident Organization on the 16<sup>th</sup> day of APRIL, 2009.

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

Approved by HR HOA Board on the 16<sup>th</sup> day of APRIL, 2009.

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

**PHILOSOPHERS' FORUM AT HERITAGE RANCH**  
**ByLaws**

**ARTICLE I – NAME**

The organization shall be known as the Heritage Ranch Philosophers' Forum, a non-profit organization.

**ARTICLE II – PURPOSE**

1. The purpose of the Heritage Ranch Philosophers' Forum shall be:  
To promote and encourage interest at Heritage Ranch in the intellectual discussion of philosophic, scientific and political topics.

**ARTICLE III – MEMBERSHIP**

1. Membership shall be open to all residents of Heritage Ranch
2. There shall be no annual dues unless changed by the members in accordance with Article V.

**ARTICLE IV – ADMINISTRATION**

1. The members in attendance from time to time may select by a voice vote a member to be the Forum's official contact with the HOA and the HRNO.
2. The members in attendance from time to time may select by a voice vote one of its members to chair certain of its meetings.

**ARTICLE V – AMENDMENTS**

1. The Bylaws may be amended as follows:
  - a. The proposed changes will be approved by a majority vote of the members present at a meeting of which notice of a by-law change has been given.
  - b. The affirmative vote of a majority of the Club Members present at a meeting of which notice has been given in accordance with paragraph a. shall be required to amend the Bylaws.

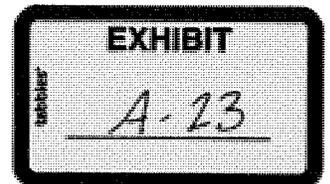
**Version 1 –effective November 27, 2006**

**Approved by Activities Committee Resident Organization**

Mary Holley Date 2-16-2009

**Approved by HR HOA Board**

Mary Holley Date 2-19-2009



**REPUBLICAN CLUB AT HERITAGE RANCH  
BYLAWS  
9/27/09**

**ARTICLE I**

**NAME**

The name of this association shall be the Republican Club at Heritage Ranch (the "Club").

**ARTICLE II**

**PURPOSE**

The purposes of the Republican Club at Heritage Ranch are:

To preserve and protect the interest of constitutional republicanism through education and political action.

To encourage active participation in governmental affairs, including communication with elected officials.

To acquaint members with the character and qualifications of Republican candidates.

To build loyalty to the Republican Party for constructive action in the primary and general elections.

**ARTICLE III**

**MEMBERSHIP**

Membership shall be open to any Heritage Ranch resident who agrees with the purpose of the club.

**ASSOCIATE MEMBERSHIP**

Non residents may become Associate Members with no more than 20% of the membership being non residents.

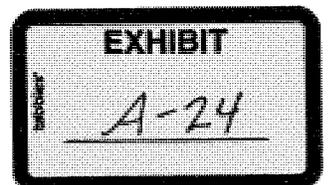
An Associate Member will have no voting rights and may not hold an office in the club.

**ARTICLE IV**

**DUES**

The fiscal year of this club shall be from January 1<sup>st</sup> through December 31<sup>st</sup>.

Annual membership dues are \$10.00 per person. Dues may be changed at the annual meeting or at a special meeting called specifically to address them. Membership dues shall not be pro rated. Only members with dues paid who are in good standing are eligible to vote or to be considered for office.



## ARTICLE V

### BOARD OF DIRECTORS and ELECTED OFFICERS

The Board of Directors shall consist of the elected officers, the chairpersons of the standing committees and the immediate past president.

The time, place and frequency of the meetings of the Board of Directors shall be determined by the members of the Board.

The elected officers of this club shall be the President, First Vice President, Second Vice President, Secretary and Treasurer. Each officer shall serve without compensation.

## ARTICLE VI

### DUTIES OF OFFICERS

The officers shall attend and participate at all meetings.

#### President

The President shall preside at all meetings of the Republican Club at Heritage Ranch, shall call all special meetings and direct all activities of the club. The President shall also work in concert with the Heritage Ranch Activities Committee to ensure cooperative understanding of all other club events at Heritage Ranch. The President shall, with Board approval, appoint all committee chairmen and serve ex officio on all committees, except as otherwise provided in these Bylaws. The President or a designated officer shall represent the club on any advisory committee.

#### First Vice President

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

The First Vice President shall be Chairman of the Nominating Committee.

#### Second Vice President

The Second Vice President shall act on behalf of the President and First Vice President during their absence and perform the duties of the President.

The Second Vice President shall perform the duties of Program Chairman.

The Second Vice President shall be the liaison for the club and the Heritage Ranch Activities Committee and be responsible for scheduling the room for all meetings.

#### Secretary

The Secretary shall record the minutes of all meetings of the club and shall read the minutes of the general meeting at each meeting. The Secretary shall write all letters, invitations and thank you notes as deemed appropriate.

### Treasurer

The Treasurer shall receive all monies of the club and deposit such sums in a non-interest bearing account at a recognized bank. All financial obligations shall be approved and authorized by the Board of Directors before payment. All checks shall be signed by the President and the Treasurer or may be signed by another officer in the absence of the President or Treasurer. The Treasurer shall keep an itemized account of all financial transactions and render a report of receipts, disbursements and account balance.

### 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 VII

### NOMINATING COMMITTEE

The election of the Nominating Committee shall be held at the August meeting.

The Nominating Committee shall consist of the First Vice President and five members, one member appointed by the President, one member appointed by the Board of Directors and three members elected by the general membership.

The Nominating Committee shall recommend one nominee for each elected office, with prior consent of the nominee. Presentation of the slate shall be made at the October meeting. Members may make additional nominations from the floor at the October meeting, provided they have the consent of the nominee.

## ARTICLE VIII

### ELECTION OF OFFICERS

The election of Officers shall take place during the annual membership meeting in November of each year beginning in 2009.

Elected Officers will take office effective the first meeting held in January of each year following their election and continue through December of the same year.

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

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

## ARTICLE IX

### REMOVAL OF OFFICERS

Any Officer may be removed from the Board for failure to attend three consecutive scheduled meetings of the Board which have been duly noticed in accordance with notifications of scheduled meetings. An exception shall be made for health reasons.

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

## **ARTICLE X**

### **EFFECTIVE DATE**

The effective date for the formation of the Republican Club at Heritage Ranch shall be June 3, 2009.

## **ARTICLE XI**

### **COMMITTEES**

The Board of Directors shall authorize and define the powers and duties of the committees. The President, with the Board's approval, shall appoint the chairmen for standing committees and temporary committees, unless otherwise provided in these Bylaws. The chairman of each committee shall ask for volunteers to assist in the activities of that committee. Each committee shall obtain Board approval for all major committee events.

The Standing Committees consist of the following:

- Membership Committee
- Legislative Committee
- Campaign Activities Committee
- Public Relations Committee

## **ARTICLE XII**

### **GENERAL RULES**

A quorum for a meeting for this club shall be twenty percent (20%) of the active membership.

Additional event fees may be charged for special events, materials for rallies or other activities as deemed appropriate by the committees with Board approval.

## **ARTICLE XIII**

### **AMENDMENT TO BYLAWS**

These Bylaws may be altered, amended or repealed by a simple majority vote 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, 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 amendments to be made to the Bylaws at a special meeting of the members must be distributed to the membership at least 10 days before such meeting and must set forth the amendments to be considered.

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

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Bylaws Amended and Approved by Membership this 29<sup>th</sup> day of September, 2009

Approved by Activities Committee Resident Organization

R. J. Dell Date: 10/19/2009

Approved by HR HOA Board

Ken Samuels Date: 10/27/2009

# HERITAGE RANCH ROAD RUNNERS TRAVEL CLUB

## BYLAWS (Revised March, 2009)

### ARTICLE I

#### NAME

The name of the association is 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 is 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

#### MEMBERSHIP

Primary (voting) membership shall be open to any Heritage Ranch resident.

Memberships shall be for the calendar year, with all memberships expiring on December 31 of the year.

#### AUXILIARY MEMBERSHIP

Auxiliary Membership shall be available to family or friends of primary members who are interested in traveling with the HR-RRTC. At least one Officer must approve each auxiliary membership. An Auxiliary Member shall have no voting rights. At the end of each calendar year, the names of auxiliary members shall be



removed from the membership roster. They may rejoin the HR-RRTC by remitting the appropriate dues.

## **ARTICLE IV**

### **DUES**

Annual membership dues shall be \$5.00 per person for both Primary and Auxiliary Members, unless otherwise determined by the HR-RRTC membership at the first annual meeting. Dues for the calendar year are payable on January 1 of each year. If, at the beginning of the calendar year, the balance in the Travel Club account is greater than \$1,000, the dues for existing members may be waived for that year.

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 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.

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

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the last planned meeting of the calendar year. Elected Officers shall take office effective at the first planned meeting of the new calendar year following the election, and continue through the last planned 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, beginning in the calendar year 2010. 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. The Secretary shall have the responsibility to maintain a roster of active members and their standing. The

secretary may delegate computer maintenance of the membership roster to a designated member of HR-RRTC.

### **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 \$50.00 or less without Board Approval. All checks over \$50.00 will be signed by both President and 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 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 residents of Heritage Ranch and will serve for no less than one year and for no more than two years. 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 on the day after the first Wednesday of the month in the Heritage Ranch Country Club, at a time designated by the Board. If the day after the first Wednesday is a holiday, the meeting shall be held the second Thursday. Voting on specific issues will be by simple majority of those voting members present at the meeting.

Board meetings will normally be held on the first Wednesday of the month. Other meetings may be held as needed. 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 Member 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 annual meeting.

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

## ARTICLE XII

### GENERAL RULES

Only members 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 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 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 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 and signed by the President and Vice President 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.

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

Members of the HR-RRTC are required to complete and sign a "Member Profile and Release of Liability Form" that will release the HR-RRTC from liability related to travel. The form will 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. Completed forms will be kept on file by the Travel Club President.

Prior to any HR-RRTC sponsored trip, the club Officers or Trip Coordinator will verify that a valid "Member Profile and Release of Liability Form" is on file for all club 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 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 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 and must set for the amendments 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

Gayle CB Date 3/4/09

Approved by HR-RRTC Membership

Gayle CB Date 3/4/09

Approved by Activities Committee Resident Organization

R.G. Dill Date 4/12/09

Approved by HR HOA Board

[Signature] Date 5/21/2009

# HERITAGE RANCH MONEY TALKS INVESTMENT CLUB

## BYLAWS

### ARTICLE I

#### NAME

The name of the organization shall be the Heritage Ranch Money Talks Investment Club (HR-MTC Investment club) formed as a General Partnership and more fully described in the Partnership Agreement.

“Partner” or “member of the HR-MTC Investment Club shall mean a General Partner of the HR-MTC Investment Club.

### ARTICLE II

#### PURPOSE

The purpose of the HR-MTC Investment Club is to educate and invest as a General Partner.

### ARTICLE III

#### MEMBERSHIP (PARTNERSHIP)

Membership shall be open to any Heritage Ranch resident but shall be limited to a maximum of 40 Partners.

### ARTICLE IV

#### GUESTS AND NEW PARTNERS



Partners are permitted to invite guests to attend regularly scheduled meetings with Prior majority approval of the Partners at any regular or specially called meetings.

Guests are required to actively participate in HR-MTC discussions and activities for two (2) months before consideration is given to adding the guest to the HR-MTC Investment Club. Guests must complete at least one stock selection worksheet before membership to the HR-MTC Investment Club is voted upon.

The number of Partners shall be limited to forty (40).

The acceptance of new Partners will be voted on by the HR-MTC Investment Club as outlined in ARTICLE XVII.

## **ARTICLE V**

### **OFFICERS / BOARD OF DIRECTORS**

The HR-MTC officers shall consist of President, Vice President, Secretary and Treasurer.

## **ARTICLE VI**

### **ELECTION OF OFFICERS**

The election of Officers shall take place during the annual membership meeting in May of each year. Elected Officers will take office effective June 1 of that year.

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 succeed themselves in office upon re-election.

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

## **ARTICLE VII**

### **DUTIES OF OFFICERS**

#### **President**

The President will appoint committees, oversee all HR-MTC activities, and preside over all HR-MTC meetings. The President will have the power to create and conduct an agenda for all meetings, and may enforce or waive formalities of such an agenda. The President will have the power to recommend disciplinary action to any Partner who, in the opinion of a member of the HR-MTC, is considered to have acted contrary to the provisions of these Bylaws or has displayed negligence in the performance of duties or expectations. The President will also have the power to BUY and SELL securities in absence of the Treasurer. The President shall represent the HR-MTC 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 will be responsible for the activities, progress, and reports of all committees that are formed. The Vice President is also in charge of all educational activities.

The Vice President will serve as agent for the Partnership to place BUY and SELL orders; and will distribute and collect funds. The Vice President will be responsible for all cash and broker transactions; the collection of dues; and notifying the Secretary of Partners in default of dues.

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

### **Secretary**

The Secretary will keep a record of HR-MTC business and issue a report of all meetings. The Secretary will be responsible for all correspondence pertaining to the HR-MTC Investment Club, including the distribution of reports from meetings, officers and committees. Upon notification by the President or the Treasurer; the Secretary will issue a notice to any Partner regarding any fines or disciplinary action, and include the reason and decision for the action. The Secretary must keep hard copies of all HR-MTC correspondence.

### **Treasurer**

The Treasurer shall receive all moneys of the HR-MTC Partners 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-MTC. All

financial obligations shall be approved and authorized by the Board before payment. All checks will be signed by either the President or Treasurer.

The Treasurer will keep record of all HR-MTC financial activities, calculate and distribute valuation statements each month, and any other statistical reports required. The Treasurer will maintain records accounting for the HR-MTC Investment Club financial operation, assets, and individual account value.

## **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 HR-MTC Board. The appointment shall last for the balance of the vacant term.

## **ARTICLE IX**

### **REMOVAL OF MEMBER (PARTNER)**

Failure by a member of the HR-MTC Investment Club to fulfill the duties as previously defined for three (3) consecutive months shall be deemed cause for consideration for removal in accordance with Paragraph 16B of the Partnership Agreement. A two-thirds majority vote of the remaining members of the HR-MTC Investment Club shall be necessary for removal of a Partner. Such removal shall be deemed written notice of withdrawal in accordance with Paragraph 18 of the Partnership Agreement.

## **ARTICLE X**

### **EFFECTIVE DATE**

The effective date for the formation of the HR-MTC Investment Club was December 7, 2007.

## **ARTICLE XI**

### **PARTNERS**

All HR-MTC Partners shall participate in ongoing activities of the HR-MTC Investment Club by:

- Preparing and posting analyses or other assignments to further the investment endeavors of the HR-MTC Investment Club;
- Regularly contributing constructive comments about HR-MTC operations and investment opportunities;
- Making regular payments to the HR-MTC Investment Club;
- Keeping a current mailing address on file with the Secretary at all times;
- Reviewing monthly and year-end HR-MTC reports, including all financial and tax-information reports, and;
- Vote in at least two-thirds (67%) of all HR-MTC elections during any six month period.

## **ARTICLE XII**

### **MEETINGS**

Regular meetings will be held monthly as voted by the HR-MTC Investment Club. Meetings shall be held on the first Tuesday after the third Friday of each month at 7:00 PM at a location agreed upon by HR-MTC. E-mailed notices shall be sent to each member at least one week in advance of the meeting.

May is designated for the Annual meeting. At the Annual meeting all Partners will be issued the Annual Report and HR-MTC elections will be conducted. The Secretary will give notice to the Partnership as to the time, date, and location of the Annual Meeting and issue a proxy for the election of Officers to the entire Partnership.

Special meetings may be called by the President or any two officers of the HR-MTC Investment Club upon verbal or written notice to the members of the HR-MTC Investment Club.

The presence or duly executed proxies of sixty percent (60%) of the active members of the HR-MTC Investment Club including at least one Officer of the HR-MTC Investment Club will constitute a quorum sufficient to transact business.

## **ARTICLE XIII**

### **FINANCIAL STATEMENTS**

A monthly valuation statement shall list all assets, at cost and market values, and liabilities of HR-MTC as of the fifth day BEFORE the monthly meeting. It shall also compute the Value of the Partnership, as defined in Paragraph 7 of the Partnership Agreement.

The Treasurer shall also prepare a summary statement of capital accounts maintained in the name of each Partner, as provided in Paragraph 8 of the Partnership Agreement.

The annual HR-MTC accounting shall show the distribution of dividends, interest, short and long-term capital gains, and expenses.

## **ARTICLE XIV**

### **DIVIDENDS**

The HR-MTC Investment Club shall participate in dividend reinvestment plans unless HR-MTC votes not to participate for a particular stock.

## **ARTICLE XV**

### **BANK(S) AND BROKER(S)**

The HR-MTC Investment Club may maintain checking account(s) at the bank(s) that the HR-MTC Investment Club deems necessary or desirable, or may operate

only with the brokers' account or money market fund linked to the brokerage account.

The HR-MTC Investment Club may engage one or more broker(s) as it deems necessary or desirable.

The HR-MTC Investment Club shall request the bank or broker to send statements directly to both the Treasurer and Secretary, or the Treasurer will send the electronic statement to the Secretary and, if requested, the President.

The HR-MTC Investment Club shall instruct the broker(s) that all requests for funds shall be made in writing and be signed by two (2) officers of the HR-MTC Investment Club. However, only one (1) signature shall be required for trading purposes.

## **ARTICLE XVI**

### **PAYMENTS**

Monthly payments in multiples of ten dollars (\$10) and not totaling less than twenty dollars (\$20) per Partner are due and payable at each regularly scheduled meeting.

However, in accordance with the Paragraph 6 of the Partnership Agreement, no capital contribution shall cause an individual Partner's capital account to exceed twenty-five percent (25%) of the aggregate value of the capital accounts of all Partners. Partners may contribute more than the minimum if they choose so. Partners may agree to change the minimum amount at any time after the first six months of operation by a two-thirds majority vote.

Any Partner may request from the President a temporary hardship waiver of the minimum monthly payment. Such request shall not be unreasonably denied.

If available and desired, Partners may arrange for automatic monthly withdrawal from the Partner's personal checking or other account to be deposited into the HR-MTC

Investment Club account. Any expense for this shall be borne by the individual Partner.

There shall be no prepayment of monthly payments.

Non-payment for two (2) consecutive months shall cause the Partner to be designated inactive. The Treasurer shall notify the Secretary of any inactive Partners and the Secretary shall inquire by certified-return receipt mail as to the reason for the nonparticipation of any inactive Partner.

Non-payment for three (3) consecutive months shall be deemed written notice of withdrawal in accordance with Paragraph 18 of the Partnership Agreement unless a waiver is granted by the HR-MTC Investment Club.

The HR-MTC Investment Club shall not assess a fine against Partners for late payments of monthly dues.

No partner shall own more than 25% of the partnership assets at any time.

## **ARTICLE XVII**

### **EXPENSE REIMBURSEMENT**

From time to time, the HR-MTC Investment Club may request a Partner to purchase goods or services for the benefit of the HR-MTC Investment Club. Upon request of the Partner, the cost of such expenditure shall be reimbursed by the HR-MTC Investment Club upon furnishing receipts for such purchase.

The President may authorize expenditures of less than \$25. The total of such Presidential expenditures shall not exceed \$125 in any calendar year.

Expenditures of \$25 or more shall be authorized only by a HR-MTC vote.

## **ARTICLE XVIII**

### **VOTING**

The right to vote is limited to active Partners.

Approved methods of voting are VERBAL, SIMPLE MAJORITY, TWO-THIRDS MAJORITY, POINT SYSTEM BALLOT, WRITTEN BALLOT, WEIGHTED BALLOT and PROXY. However, in the absence of a formal motion to conduct a

given vote in another manner, all votes shall be carried by a simple majority of the active Partners.

The above notwithstanding, the general method of voting the BUY or SELL of two or more stock proposals is by the point system ballot followed by a voice vote of approval.

Based on the number of proposals, each Partner assigns the highest number to the most preferred stock and then gives each remaining stock one less point, with the least preferred stock receiving one point.

The above notwithstanding, any active Partner may request that any given vote be re-tallied on a weighted basis so that the value of a respective Partner's vote is in direct proportion to the value of his/her capital account measured against the aggregate value of all capital accounts comprising the asset base of the Partnership, as established in the most recent valuation statement duly prepared and presented by the Treasurer. Approval of such a request may not be unreasonably withheld; however, said request must be made during the meeting at which the vote in question has taken place.

Partners will be entitled to submit three proxies per calendar year.

## **ARTICLE XIX**

### **JOINTLY OWNED CAPITAL ACCOUNTS**

There shall be no jointly owned capital accounts.

## **ARTICLE XX**

### **COMMITTEES**

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

Each Committee shall consist of a chairperson and members as deemed necessary and will serve for no less than one year 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 HR-MTC Board, mutually beneficial relationship.

## **ARTICLE XXI**

### **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.

These Bylaws shall be construed in accordance with the Partnership Agreement and, in any conflict, the Partnership Agreement shall rule.

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 XXII**

### **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 on the HR-MTC 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.

**Original Version: 7/9/04**

**Revision #1: Approved by the Membership 12/7/07**

**Revision #2: Approved by the Membership 4/21/09**

Approved by Activities Committee Resident Organization

R. J. Dill Date: 4/23/2009

Approved by HR HOA Board

R. J. Dill Date: 5/21/2009

# Heritage Ranch Club Revenue & Expense Policy

## A. General Concepts

1. Heritage Ranch is responsible for collecting Sales Tax on all events held in the Clubhouse. Therefore all event tickets will be sold through the HOA.
2. Some of the clubs selling tickets have had better attendance if their members canvassed their friends to sell tickets. This capability will be maintained.
3. Dues are not subject to sales tax and will be collected and retained by the club in their bank account. Dues are not covered by this policy.
4. No ticketed performance can be paid for by a "donation."
5. Expenditures from club accounts are directed by the club's own bylaws and policies, not by the HOA. Receipts are required for all expenditures.
6. Some clubs distribute complimentary tickets to their events in recognition of support from merchants. These are not subject to sales tax and a notation to that effect on the ticket tracking form is required

## B. Ticket Sales & Expense Tracking Policy

1. All tickets sales to HOA functions must be through the HOA Front Desk and can be paid for by either cash, check or member account.
2. Club members may sell tickets, but they must be accounted for through the front desk and the Community Events Director.
3. Any expenses incurred for club's productions will be paid through the front desk and tracked by the Community Events Director.
4. Net profit will be tracked by the Community Events Director and available to the club any time through out the year for expenses or improvements to the HOA.
5. If at yearend the club has unused funds, the funds will be turned over to the HOA or carried over to the next year for a specifically identified club improvement or an identified improvement project as recommended by Ballroom Improvement Committee and approved by the HOA Board. If the project is large and will take more than one year's net profit, this can be arranged for by carrying forward for more than one year. Reference: **Forming Clubs Policy**, Section G, Items #3 through #6, "Revenue Generating Activities."



6. Funds that are carried over from one year to another will be shown on the Balance Sheet in a restricted capital account "Performing Arts Fund" with the specific improvement identified in the Reserve Accounts section.
7. All tickets sold are subject to sales tax. The HOA Front Desk will account for the taxes being collected and will file monthly with the state.
8. The individual clubs have the right to determine the price of tickets and if 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 expensed. Receipts may be submitted for reimbursement at any time.

### C. Club Ticket Sales Procedure

1. Tickets and Sales Forms will be provided to any club that wants to increase attendance at its events by direct selling of tickets.
2. Clubs can choose how many numbered tickets will be attached to each sales form and how many sales forms/tickets they want to request.
3. A sales form for each ticket seller will provide 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, the cash must be attached to the form.
6. Completed sales forms with remaining tickets and cash will be processed through the HOA.

Recommended by:

Eric Hoyle  
Community Events Director  
December 14, 2009

Frank Seestrom  
Chairman Activities Committee  
December 14, 2009

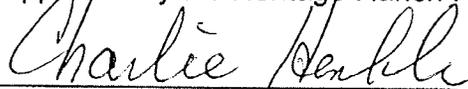
Approved by the Activities Committee  
Frank Seestrom, Chairman  
Jim Dill, Chairman

December 14, 2009  
January 11, 2010

Version A -

Approved by the HOA Board, Jan. 21, 2010

Approved by the Heritage Ranch HOA Board of Directors:

  
Charlie Henkle, President

2/18/2010  
Date

**HERITAGE RANCH GOLF & COUNTRY CLUB**  
**POLICY AND GUIDELINES FOR ANNUAL PASSHOLDERS**

A. Effective Date: May 21, 2009

B. Purpose of the Document

This document has been created to inform the HRG&CC Golf Committee, the HRG&CC Board of Directors, Residents and Non-Residents regarding the conditions under which credits will, and will not, be granted for persons purchasing an Annual Golf Pass. This document is recommended for implementation by the Golf Committee as of May 21, 2009 and was approved by the Heritage Ranch Board of Directors on 10/12/2009.

C. Applicability

This document applies to holders of the following passes:

1. 7 Day Annual Pass – Individual and Spousal
2. 5 Day Annual Pass – Individual and Spousal
3. 36 Round Pass
4. 24 Round Pass

This Policy does not apply to Ranch Club passes.

D. Intended Outcome

Each Passholder will be asked to sign an annual disclosure statement from HRG&CC covering the terms and conditions of the Pass. As stated in the disclosure, the cost of the Pass is non-refundable. However, it is the intent of the Board to recognize that there are certain conditions under which credits may be considered. These conditions are:

1. Resignation (See Section 3.3 of HRG&CC Rules and Regulations)
2. Repurchase (See Section 3.4 of HRG&CC Rules and Regulations)
3. Illness/Injury resulting in temporary inability to play golf
4. Death
5. Permanent Disability



Before purchasing an Annual Pass, it is the responsibility of the Passholder to carefully read the terms and conditions of the pass and take the opportunity to ask any questions that may influence their decision.

E. Procedure for applying for credit

It is incumbent on a Passholder to provide all information reasonably necessary to enable the Golf Committee to resolve a request for credit. To apply for credit, a Passholder must submit to the Golf Committee a written request stating as a minimum the diagnosed condition(s) that renders him/her unable to play golf, the date of inception of the condition(s), expected duration of his/her inability or whether a permanent disability, and name of attending physician. The Golf Committee shall consider the request at the next regular meeting and shall have the prerogative to hold discussions with the Passholder, any witnesses and with the physician (with Passholder's consent), and request additional evidence considered helpful in reaching a recommendation. The Golf Committee shall report its recommendation to the HOA Board of Directors for final determination and the Golf Committee will notify the Passholder in writing of the Board's decision. When a Passholder is able to resume playing, or in the case of permanent disability or death of spouse, the Golf Committee will assess the dollar amount of credit available to be carried over.

F. Credits – Guidelines for Implementation

When considering requests for credits, the Golf Committee and the HOA Board will consider the following guidelines:

1. If a Passholder is purchasing the Annual Pass under a monthly payment plan, the pass can be cancelled with 30 days written notice to the HOA.
2. If a Passholder suffers an extended illness or injury and as a direct result is unable to play golf for a minimum of 90 days (12 month maximum), a credit will be applied to the purchase of the next annual pass that Passholder purchases. Prorated credit shall be calculated beginning with the first day of documented illness/injury and ending with the first resumption of play at Heritage Ranch Golf & Country Club (see #7 below for further conditions). Example: Player A purchased a 7 Day Annual Pass on January 1, 2009 and is incapacitated from March 1, 2009 through June 30, 2009. When Player A purchases their 2010 Annual Pass, they would receive a credit against the purchase of the 2010 Pass in an amount equal to  $(122/365) \times (\$ \text{Value of 2009 7 Day Annual Pass})$ .
3. In support of a request for credit a Passholder shall provide documentary evidence from the treating physician regarding the expected duration of recuperation and history of the illness/injury.

4. The illness or injury must pertain to the individual holding the Annual Pass – not a spouse or companion.
5. When the Passholder has purchased a 24 or 36 Round Pass, proration will assume that 2 or 3 rounds of golf, respectively, are played each month of the applicable calendar year (or the remaining rounds left on the pass, whichever is less).
6. When the illness or injury has ended, the affected Passholder can receive credit against any purchase of any type of Annual Pass upon resumption of golfing activity.
7. Credits will apply to the next Annual Pass purchased following the end of the injury or illness and assumes that the Passholder applies for the HRG&CC Annual Pass as soon as golfing activity is resumed (play at other clubs prior to applying for the HRG&CC Annual Pass will void the credit).
8. There will be no cash refunds issued regardless of illness or injury conditions (Repurchases are covered under the HRG&CC Rules and Regulations).
9. Credits will only be applied against Annual Green Fees and Trail Fees.
10. In the case of spousal Passholders, proration and credit will be applied against the fees for the player according to the rounds of play in the year marked by the start of the injury or illness (Example #1: Individual Player A is injured in April of 2009 and misses 6 months of play. Spousal Player B plays 100 rounds in 2009 and Individual Player A totals 60 rounds in 2009. Credit of 6 months of 2009 fees will be credited against Player A's 2010 fees at the Spousal Annual Pass rate for 2009. Example #2: Individual Player A is injured in April of 2009 and misses 6 months of play. Spousal Player B plays 60 rounds in 2009 and Individual Player A totals 100 rounds in 2009. Credit of 6 months of 2009 fees will be credited against Player A's 2010 fees at the Individual Annual Pass rate for 2009).
11. A Spousal Annual Pass cannot be paired with a lower level Individual Annual Pass. (7 Day Individual Annual Pass/5 Day Spousal Annual Pass is OK - 5 Day Individual Annual Pass/7 Day Spousal Annual Pass is not OK)
12. In the event of the death of a Passholder, prorated credit will be applied to the Spouse/Partner/Companion's next Annual Pass at whatever rate applies based on which Passholder played more rounds in the year the death occurred.
13. In the event of permanent disability of a Passholder, prorated credit will be applied to the Spouse/Partner/Companion's next Annual Pass at whatever rate applies based on which Passholder played more rounds in the year the disability occurred.
14. If the available credit exceeds the cost of the next Annual Pass, the excess will be lost and not refunded.
15. No credit shall be applied to merchandise, food and/or beverage.
16. Credit and proration only applies to the next calendar year's Annual Pass unless the illness or injury period includes a full calendar year.

17. In the event of termination without cause by the Passholder, there will be no refund, per the disclosure statement. However, the HRG&CC Board of Directors may choose to repurchase the Annual Pass with 30 days notice at the sole discretion of the Board. In this case, where the Board chooses to Repurchase, it is suggested that the Board would consider converting the Annual Passholder to a monthly payer status and prorate accordingly.

G. Reference Documents

- I. HRG&CC Covenants, Conditions & Requirements, version dated 03/20/2001
- II. HRG&CC Rules & Regulations (Article III), version dated 06/12/2003
- III. HRG&CC Annual Pass Rules & Regulations, version dated 06/12/2003
- IV. Annual Passholder Agreement Form, version dated 05/01/2008

End of Document

Approved by: 

Date: 10/12/2009

HOA Board of Directors

# HERITAGE RANCH EVENTS REFUND POLICY

No. 01-05

## A. Background

1. Events at Heritage Ranch which are sponsored by the HR Community Events Director and/or other groups or clubs working with the Community Events Director or the Activities Committee benefit all HR residents. The goal is to offer quality events at a reasonable cost to the participating residents.
2. Purchases are made in preparation for an event based upon the number of tickets sold or reservations made.
3. With no refund policy in place, the practice has been to allow residents to return tickets or cancel reservations up to and during the time of the event.
4. Allowing residents to cancel at a late date has resulted in unnecessary expenditures and inefficiencies in spending.

## B. Refund Policy

1. **Reservations** for Heritage Ranch HOA events which are made through the Website or Front Desk and involve a monetary transaction (i.e. Casino Night, dances, Veteran's Day) may not be cancelled within seventy-two (72) hours of the event.
2. **Tickets** sold through the Heritage Ranch HOA for HR events or activities with tickets sold through the HOA, (i.e., Concert Series, Variety Show) cannot be returned after purchase.
3. The Front Desk will maintain a waiting list of residents who wish to purchase tickets to specific events after the event is sold out.

Approved by the Heritage Ranch HOA Board of Directors:



October 16, 2008

Ron Samuels, President



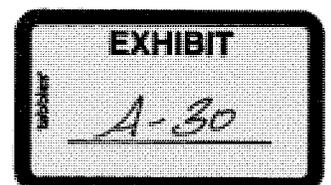
## Heritage Ranch Policy Non-Resident Participation

### 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.



**Heritage Ranch Policy  
Non-Resident Participation**

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.

**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, as a dance partner with a resident member.

Recommendation Approved by the Activities Committee:

Frank Seestrom, Chairman

May 12, 2008

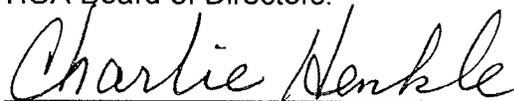
Change Record

Version A – Approved June 19, 2008

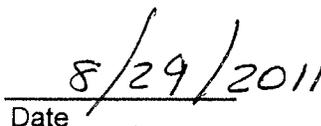
Version B – Approved by the HOA Board, August 21, 2008

Approved by:

HOA Board of Directors:



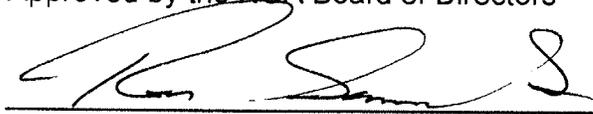
Charlie Henkle, President

  
Date

Guidelines for the RV Club use of the Golf Maintenance Yard

1. For a homeowner to park a RV in the Golf Maintenance Yard (GMY), they must be a member of the RV Club. This is because the RV Club will be responsible for access to the yard after hours and will be responsible to coordinate use with Monty.
2. Normally, three (3) is the maximum number of RVs that can be parked in the GMY. Any parking greater than 3 must be requested and approved by Monty ahead of time.
3. RVs may be brought to the GMY for overnight parking after 4 PM.
4. RVs must be removed from the GMY before 6:30 AM.
5. Any RV parked in the yard must have the owner's name and phone number posted in the front window in case the HOA needs to contact the owner.
6. The RVs must be parked in the middle of the GMY so that they do not interfere with parking and access to the equipment parked around the perimeter of the yard.
7. The RV Club must verify with Monty when RVs will be parked overnight. Monty can be reached at 214-876-9806.
8. Two RV Club members will have keys for the GMY and will be responsible for unlocking & locking the yard for members.

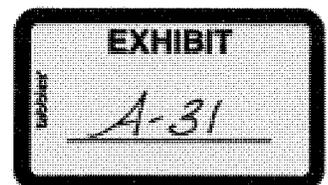
Approved by the HOA Board of Directors



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Date

12 / 17 / 2009



## 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

- 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.
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. 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.
4. 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.

## **Heritage Ranch Policy**

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.

### **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)**

## Heritage Ranch Policy

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, New Year's Eve, and the Member Guest Golf Tournament. 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.

### 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.

## Heritage Ranch Policy

### 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.

#### 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

## Heritage Ranch Policy

- 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.

**Heritage Ranch Policy  
Clubhouse Use**

**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.
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.

**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. Note: The organization is not allowed to bring in any food or beverages.
4. 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

Approved by:

HOA Board of Directors

Charlie Henkle

Date

9/26/2011

**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.

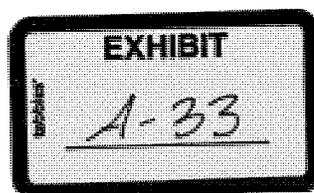
**B. Definitions**

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 non-exclusive 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.
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 Recreational Amenities Use Agreement (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 must be reviewed with the Community Events Director to ensure HOA liability issues are properly addressed. An IRS Form 1099 will be issued to that band or speaker.
5. A CLUB may set aside some funds for future projects and pre-production expenses. These projected costs must be documented by the CLUB and submitted on a standardized form to the HOA Board at the end of each year.
6. 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.
7. For financial transparency to the community, each Club must provide a financial summary and a list of current officers of the Club to the HOA Board at the end of each year.

**H. Accounting For Club Revenue**

1. The HOA is a non-profit corporation, and must file sales tax reports, Franchise tax

**Heritage Ranch**  
**Forming Clubs Policy**

r

ports and Federal Income Tax reports.

2. To support these tax filings, all ticket sales for live or recorded performances by all

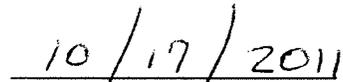
CLUBs of HR must be accounted for within the records of the association. Also, all expenses and capital improvements must also be recorded on the Association's books and records.

3. Tickets to all club events must be sold through the HOA per the Heritage Ranch Club Revenue & Expense Policy.
4. The HOA will file all necessary tax returns to ensure that filing requirements are met.

Approved by:  
HOA Board of Directors



Charlie Henkle, President

  
Date

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 \_\_\_\_\_, 2011

# Heritage Ranch

## Forming Clubs Policy

### Appendix A

#### HERITAGE RANCH

#### RECREATIONAL AMENITIES USE AGREEMENT

In connection with the development of Heritage Ranch, U.S. Home of Texas, Inc., U.S. Home Development Company, Village Builders, Goodman Family of Builders d/b/a Four Seasons, and Lennar Homes of Texas (collectively, "the Builders and Developers") have sought to have recreational amenities constructed at Heritage Ranch for use by its residents and their guests. The recreational amenities, golf course, swimming pool, tennis courts, and trails will be owned and operated by the Homeowners Association of Heritage Ranch, Inc. (the "Association"). Additionally, the Association may sponsor, coordinate, or permit various courses or events to occur on or away from Heritage Ranch, including but not limited to such things as exercise classes, seminars, and organized trips to off-site community activities. Such activities, along with the recreation center golf course, swimming pool tennis courts, and trails, are referred to as the "recreational amenities."

The use of the recreational amenities will naturally involve the risk of injury to you or your guest, whether you or someone else causes it. As such you and your guests understand and voluntarily accept such risks. By your or your guests' use of the recreational amenities, you and your guests represent and warrant that you and your guests are in good physical condition and have not medical reason or impairment that might prevent you or your guest from you or your guests' intended use of the recreational amenities. As such, you acknowledge that the Builders and Developers and the association have not and did not give you or your guests medical advice before you or your guests commenced use of the recreational amenities, and cannot and will not give you or your guests any medical advice relating to your or your guest's physical condition and/or ability to use the recreational amenities.

If you or your guests have any health or medical concerns, whether now or in the future, you are advised to discuss them with your physician before using the recreational amenities. Further, you have been advised and acknowledge that none of the fitness equipment at the recreation center, golf course, or swimming pool has been manufactured by the Builders and Developers or the Association and that the Builders and Developers and the Association may not be held liable for any claims relating to alleged defective products at or in connection with the recreational amenities. The Builders and Developers and their agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the Association and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, any actions in any way connected with the use of the recreational amenities by you, your guests, or other residents of your home.

Furthermore, each homeowner and their guests that use the recreational amenities hereby assume the risk inherent in using the recreational amenities, including without limitation, the risk of personal injury and property damages from physical exertion and use of fitness equipment at the recreational amenities, and hereby indemnify and agree to hold the Builders and Developers and the Association harmless from any and all losses arising from claims by such homeowner, guests, or persons using or visiting such homeowner's home site, or for any personal injury or property damage in any way connected with use of the recreational amenities.

## Heritage Ranch

Additionally, each homeowner that uses any of the recreational amenities shall submit a completed Emergency Information form to the Association and shall keep such information updated so that it contains accurate information for use in connection with your use of the recreational amenities.

Please be so kind as to sign below to indicate your agreement to the foregoing terms.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

## Heritage Ranch Website Guidelines

The Heritage Ranch Website is an effective means of collecting and distributing information to Heritage Ranch (HR) residents. These Guidelines describe the way the Website will be used.

### 1) Purpose:

The HR Website has been created to house reference documents (permanent information) and to act as an information source (current and immediate information) for HR residents. The official website of HR Homeowners' Association shall be identified as [www.heritageranchhoa.com](http://www.heritageranchhoa.com). The website shall be used for the posting of announcements, information and operational data regarding HR. The website is not designed nor will it be used as a vehicle for controversial issues including, but not limited to, **the expression of religious or political views, homeowners' business or personal promotions, solicitations for donations, personal opinions, and resident commentaries or open-forum discussions.**

### 2) Authorization:

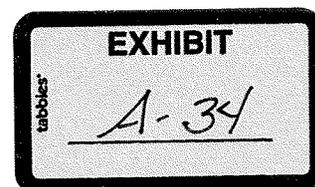
The HOA Board shall maintain overall authority over content, format, inclusions, changes, and modifications to the website. The HOA Board may employ a website Coordinator for the operation of the HR website. The HOA Board shall delegate authority to the Communications Committee for overseeing the operation of the website. In turn, the Communications Committee will appoint Designated Alternates to work with the Website Coordinator.

The HOA, the Communications Committee, or the Website Coordinator and/or Designated Alternate reserve the right to deny the request to post material it deems inappropriate.

- a) Permanent information is authorized by the HOA Board with recommendations from the Communications Committee.
- b) Current information is authorized by the Communications Committee, Website Coordinator or Designated Alternate.
- c) Immediate information is authorized by the Communications Committee, the Website Coordinator or Designated Alternate.

### 3) Definition of Terms:

- a) **Permanent information** shall consist of Governing Documents to include but not limited to:
  - CC&Rs
  - Bylaws
  - Rules & Regulations
  - Architectural & Landscaping Requirements & Guidelines
- b) **Current information** shall consist of the topics that change frequently or periodically. These topics are generally represented by website buttons or items on dropdown menus under the buttons. The website buttons/items may be changed as needed by the website coordinator and/or designated representatives.



## Heritage Ranch Website Guidelines

Current information includes the contact information on residents' profiles: names, address, phone number, email address, etc. The resident is responsible for making changes to his/her profile as necessary. This information shall follow the same limitations as all other data on the website: **there will be no expression of religious or political views, homeowners' business or personal promotions, solicitations for donations, personal opinions, and resident commentaries or open-forum discussions.**

- c) **Immediate information**, also called Dedicated Emails or Blasts shall consist of written comments, announcements, or alerts that affect the community. These will be distributed to HR residents through a mass email procedure. A dedicated email is defined as only one information item on a mass email.
- d) The **Website Coordinator** and/or Designated Alternate oversee the activities of the website, and provide guidance to those residents who request assistance in using the website.
- e) A **resident** is the primary owner(s) or lessee of the home located within the confines of the HR community; excluding adult children living in the home.

### 4) Use of the Website

Certain areas of the website are restricted to residents' access only. Resident users must register on line before he/she is able to Sign In for the first time. Once a resident has registered they must Sign In with each subsequent visit to the website in order to view the password protected pages. The Resident Directory, Financial Data and meeting minutes are examples of these pages.

**Resident telephone numbers and email addresses are listed in the Heritage Ranch HOA Web Page Directory. This information is password protected. If the resident does not wish their information in the directory to be accessible (viewable) to other residents, the checkmark next to the specific data must be removed on the resident's Profile Page.**

**Note:** As a resident, it is possible to hide all or part of your contact information. However, please be advised information will be accessible to authorized personnel, such as the Website Coordinator and Alternates.

The residents' choice to hide their contact information will in no way effect their ability to receive current information notices sent from the website.

### Guidelines for Submitting Current Information for Publication

- a) Information for the HR website can be submitted by individual residents and/or designated representatives of HOA approved Groups, Clubs, Classes or Organizations.
- b) All articles submitted for posting on the website shall contain essential and concise information submitted in electronic format such as Word, Word Perfect, PDF, etc. However, if a resident does not have the computer capability to do so, a written request for posting information is acceptable.

## Heritage Ranch Website Guidelines

- c) All articles submitted for posting on the website shall contain the name, telephone number, and the email address of the contact person.

### **Guidelines for Immediate Mass Mailings – Email Blasts**

All articles submitted for immediate mass emailing shall contain the name, telephone number, and the email address of the contact person.

**Obituaries** will be sent out as a dedicated Email Blast. Obituary notices are limited to current HR residents. Information must be submitted by a family member or a person authorized by the immediate family. The Website Coordinator or Designated Alternate will verify the information before publication. A few words related to Heritage Ranch activity may be included, with approval of the family.

In most cases, Clubs and Organizations with a roster of members will be responsible for the dissemination of their own information and should maintain email lists specific to the organization. Exceptions to this policy will be those activities or groups that do not have a list of members, or the activity includes an open invitation or an announcement to all or a majority of HR residents (examples: Garden Club, Book Club, Romeos, Red Toppers, Ladies Lunch Bunch, etc.). Such notices or alerts shall affect the well being of all HR residents and will consist of essential community information of a one-time nature, e.g., water or gas shut off. These blasts may also contain information of HR activities for HR residents.

The mass email for these activities shall contain the following information: name of speaker and contact person including telephone number and/or email address. Due to available resources, Mass Email involving this type of information is limited to one email per activity or announcement. **If necessary, editing and/or reformatting will be done to meet website guidelines.**

The Communications Committee has a responsibility to support activities organized by the Community Management Activities Coordinators. These Major HOA Activity Events (usually revenue generating events) may require more than one “mass” email, to include a “dedicated” email. Major HOA Activity Events will be allowed a total of three “mass” emails (one dedicated and two combined with other messages). The sequence and timing of one dedicated and two combined “mass” emails are at the discretion of the Activities Committee. A list of Major HOA Activity Events for the upcoming year will be furnished by the Activities Committee by December 31 to the Communications Committee for approval.

**HOA Activity Sponsored Events may have two “mass” emails per event. In this case the “mass” emails may be combined with other messages. A list of HOA Activity Sponsored Events for the up-coming year will be furnished by the Activities Committee by December 31 to the Communications Committee for approval.**

### **Guidelines for Classified Ads**

The Classified Ads section of the website is to provide HR residents with a vehicle to sell, borrow or buy items within the HR community. The classified section is restricted to HR

## Heritage Ranch Website Guidelines

residents' personal use only. It is not to be used by residents or outside vendors for business selling or advertising, with the exception of homes for sale.

Homeowners' classified ads for items for sale, items/services wanted, or lost and found will be entered online by the individual resident using the Homeowner's Classified button. The resident should limit the "number of days to be displayed" to 30 days. The ad should be deleted by the resident after the sale has taken place. If the item has not sold within 30 days, the ad will roll off and must be reentered by the resident, if desired.

Residents are limited to placing one ad per day per category (items for sale, items/services wanted, or lost and found) in the classified section. Multiple items, their description and prices may be listed in the one ad.

### Guidelines for ad placement in the Homes for Sale Classified Section

#### Registered Members:

Members, who are registered on the HOA Web Site, may list their home for sale in the Homes for Sale in Heritage Ranch section of the website Classifieds. The ad may include a description of the home, selling price, a contact name and a contact phone number or email address. A maximum of two (2) pictures may be submitted to the website administrator, as directed by the website, to be placed within the ad. The picture will normally be inserted into the ad within two (2) business days.

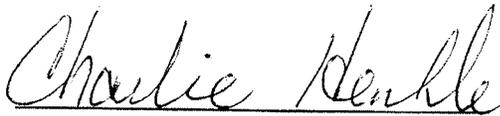
#### Realtors:

Realtors may email a WORD document containing a description of the home, a selling price, a contact phone number or email address, along with a maximum of two (2) pictures of the home to the website administrator as directed on the website. The ad and pictures will normally be placed on the website within two (2) business days.

#### Additional Guidelines for ad placement:

1. A realtor must supply the ad, which must comply with the TREC guidelines.
2. Duplicate ads by Registered Members and Realtors will not be allowed.
3. The Website Administrator reserves all rights to alter ads for content and/or remove ads deemed not appropriate for the website.
4. All ads will be allowed to be posted for thirty (30) days. After thirty (30) days, the ad can be reposted upon request.
5. If a home is sold, the ad must be removed from the site promptly.

Approved by the Heritage Ranch HOA Board of Directors:

  
Charlie Henkle, President

  
Date

## Room Rental Policy

The following list contains General Conditions for room rentals.

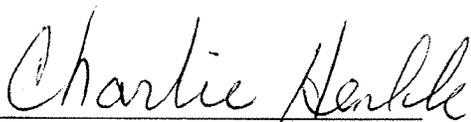
1. Both Residents and Non Residents will be required to have a contract, a copy of the room default setup, and a condition of room usage list. These conditions will apply to all regular scheduled events taking place in the Clubhouse. Events that occur weekly, monthly, or several times during the year will receive a copy of the room rental/default set-up at the beginning of the year.
2. Each person/group will be required to provide the name of the person in charge of the function and their Club Number at the issue of the contract.
3. It will be the responsibility of the person to whom the contract was issued to return all equipment and sign off on the room at completion of the function. If the standard room configuration is used it will not require a sign off, however each user should check the room to be sure that all items are correct when they enter or run the risk of being charged if there is a problem. Any damage or missing equipment will be charged to the responsible person on the contract.
4. No equipment will be permitted to be removed from the default/or special set-up for the room without approval of the Community Events Director/Maintenance Engineer. It will be noted on the contract.
5. Furniture cannot be removed from any room without written approval from the HR Board.
6. Food and beverages are not allowed in the Library at any time, the one exception being Formal Dining.
7. The Library will be locked at all times and a pass key will be required. This room will not be scheduled for meeting use, the exceptions being for the Library Committee and the HR Book Club.
8. Members and guests using the pools are required to have normal dry clothing on when entering the interior clubhouse area. Bathrooms are available at the pools; however caution should be used when walking on the tiled floors. At no time should swimmers wearing wet/damp bathing suits sit on any furniture other than that provided in the locker rooms.
9. Chairs and tables in the Arts and Crafts room should be covered prior to painting classes or programs that may lead to stains of any kind.
10. All EXITS are to be kept clear of materials at all times. This includes the stairways exiting the stage both front and back.
11. Pianos are provided for musical enjoyment and are not to be used for storage of empty glasses or displaying material such as radios, etc. Pianos are to be moved by approved HR Staff only.

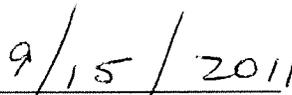


12. All accessories (including, but not limited, to lamps, floral arrangements, throw pillows, etc.) must remain in their original room at all times unless prior permission has been received from the Board of Directors.
13. All furnishings including chairs, tables, carpet, hardwood, and tile should be covered anywhere in the Clubhouse when classes, demonstrations, or activities occur that may involve staining on any surface (i.e. Kids Camp, Art Classes, Sign Painting)
14. Chairs with castors are not permitted in either side of the Ballroom or on the stage area.
15. When accidental spills or soiling occurs anywhere in the Clubhouse, immediately notify the Maintenance staff, Catering Director, or F&B Manager on duty.
16. All furniture/equipment/moving dollies owned by HR residents, vendors, or renters must be approved by the Maintenance Manager before being used within the Clubhouse.

Originally Approved by the Heritage Ranch HOA Board of Directors on December 16, 2010 as part of the Clubhouse Usage & Maintenance Procedure.

Version A approved by the Heritage Ranch HOA Board of Directors September 15, 2011.

  
Charlie Henkle, President

  
Date

**Policy Statement**  
**Selection and Scheduling Medical Speakers at Heritage Ranch**

**Mission:** The purpose of the Medical Speaker Program is to provide expert medical speakers for the benefit of the Heritage Ranch Active Adult Community residents and invitees.

**Responsibility for Selecting and Scheduling Speakers:** The Health and Safety Committee shall be responsible for selecting and scheduling health related speaking programs. All requests from interested speakers and Heritage Ranch residents received by the HOA Board and Staff will be referred to the Health and Safety Committee for evaluation and action.

**Criteria for Selecting Speakers:** The following criteria will be used by the Health and Safety Committee to select speakers.

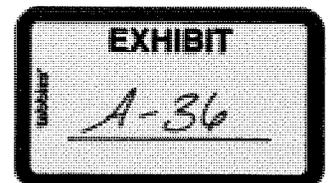
- ∨ In most cases the presenter will be an M.D. (or equal) preferably with a recognized hospital/clinic association.
- ∨ In all cases the presenter will be a source of medical information/service; in no instance will the presenter promote a product for sale vs. a medical service.
- ∨ In all instances the invited presenter will be recommended by a qualified person who attended one or more of the individual's presentations.
- ∨ In most cases the person recommending the presenter will be associated with a hospital/clinic or similar organization and typically will have the title/responsibility of Director of Community Relations or Director of the Speakers' Bureau.
- ∨ Heritage Ranch residents are encouraged to recommend speakers in keeping with the above guidelines.

**Titles Defined as Equal to M.D. for Speaker Eligibility Purposes:**

|        |                             |
|--------|-----------------------------|
| D.V.M. | Dr. of Veterinary Medicine  |
| D.D.S. | Dr. of Dental Surgery       |
| D.M.D. | Dr. of Dental Medicine      |
| D.P.M. | Dr. of Podiatric Medicine   |
| D.O.   | Dr. of Osteopathic Medicine |
| O.D.   | Dr. of Optometry            |

**Approved by: Heritage Ranch HOA Board of Directors**

Charlie Henkle Date: 8/19/2010  
Charlie Henkle, President



**Homeowners Association of Heritage Ranch  
Policy – Serving on HOA Standing Committees**

**Purpose:** The purpose of this policy is to define and document the requirements and responsibilities for homeowners serving on Heritage Ranch Standing Committees.

**Definitions:**

**Board:** The Board of Directors of Heritage Ranch

**Committee Charter:** A charter is a Board prepared and approved document that defines the purpose, authority and operating details for a given Committee. A charter may be amended at the request of the Committee and approved by the HOA Board.

**Committee Member:** A member of a Committee is a person who serves on a given Committee and has voting rights as a result of that position.

**Standing Committee:** A Standing Committee is a Committee that is established by the HOA Board of Directors and operates under a Board approved Charter.

**Background:**

**By-Laws Section 5.1:** Provides authority for the Board to establish Committees and set the Rules under which they operate.

Based on the By-Laws and the Committee Charters, Committee members serve at the pleasure of the Board.

**Requirements of Committees Members:**

1. Sign the Conflict of Interest declaration
2. Have a copy of and be familiar with the Committee Charter for the Committee on which you serve.
3. Be familiar with the governing documents and policies that may affect the scope of your Committee.
4. Respond in a timely way to e-mails and other communications from other Committee members, the Board and HOA Management.

**Duties of Committees Members:**



1. Place the interest of the Heritage Ranch HOA and the Committee on which you serve above your personal interest.
2. Work cooperatively with the other members of your Committee, HOA staff and the Board to enhance the operation of the HOA and to benefit the homeowners.
3. Complete tasks assigned by the Chairperson of your Committee.
4. Attend regularly scheduled meetings of the committee and notifies the chairman if unable to attend.
5. Read draft of minutes from monthly Committee meetings, make corrections as needed and respond by email back to the Committee Secretary.
6. Be an advocate of your Committee within Heritage Ranch.
7. Respect the decisions made by a vote of the Committee even if the decision differs from your opinion.

APPROVED by the HOA Board of Directors on June 17, 2010.

By: Charlie's Henkle, Lynn Holley  
Charlie Henkle, President

## Ranch Reporter Guidelines

### Purpose

The Ranch Reporter monthly newsletter is a publication created to inform the Heritage Ranch (HR) residents of activities, community events and items of interest. The Ranch Reporter will not be used as a vehicle for controversial issues including, but not limited to, the expression of religious or political views, homeowners' businesses or personal promotions, solicitations for donations, and open-forum discussions. Homeowners may purchase advertisements in order to promote their business in the Ranch Reporter.

All submissions to the Ranch Reporter must meet the following guidelines:

- All documents must be submitted before the 21st of the month preceding the publication (example: Sept. 21 for November newsletter).
- All documents must use correct grammar and punctuation.
- All documents are subject to editing for grammatical changes, corrections and brevity by the staff editor.

Inclusion of text and pictures in an issue of the Ranch Reporter is governed by the space that is available. To assure equitability to all residents and clubs, proportion of copy is left to the discretion of the editor.

### Resident Page

The Resident Page will be a section in the Ranch Reporter that is dedicated to articles concerning resident celebrations. A resident is defined as the primary owner(s) or lessee of the home located within the confines of the HR Community, excluding adult children living in the home. Residents may submit articles in a text document via email containing 25 words or less within the deadline for each month's publication. In addition, residents may submit one photograph per event/celebration. Articles and/or photographs will be used on a space available basis for each month's publication.

The following items are eligible for this section:

1. Private resident parties celebrated at the HR Clubhouse only.
2. Resident Anniversaries
3. Weddings of HR residents only, not children
4. Significant Birthdays of residents only
5. Block parties

Any resident who wishes to submit articles for this section must adhere to the guidelines of **Resident Commentaries.**

### Clubs & Groups

Only one representative from each club or group may submit a brief write-up for the newsletter. The information must be sent in a text document via email.



The following information will be accepted each month:

**Club Name (Abbreviation)**

**Day Date Time S Cost**

Text can be up to 50 words, describing the monthly activity. If the group or club is having a special guest or speaker, the club or group will be allowed to submit a small article about that person. This will be accepted on a space available basis. The name and phone number of one contact person will be included in the text.

**Classes**

All classes will be set up through the Activities Office. A brief description of the class will use the following format:

**Class Name (Abbreviation)**

**Day Date Time S Cost**

The Activities Office will determine the length of text for class descriptions. The text could describe the class content as well as the instructor. The name and phone number of one instructor will be included in the text. At anytime the Activities staff may submit an article highlighting any of the class instructors.

A class taught in the HR Clubhouse by a HR resident or nonresident may be listed in the Ranch Reporter. However, if the purpose of the class includes the promotion of the instructor's business or collection of class fees above the cost of materials for the class, the instructor must purchase an ad in the same issue of the Ranch Reporter as the listing of the class. The distribution of business cards is an example of promotion

**Trips & Travel**

Text must pertain to Homeowners who have been on a trip sponsored by the HR Travel Club, the Day Trippers Club, or a group of Homeowners that traveled independently from the club. One representative from the group may submit in a text document via email a brief description about their trip using 50 words or less. One photograph per trip may be submitted. Both the text and photograph will be used on a space available basis.

**Golf and Tennis**

Golf and Tennis will follow the same guidelines as other clubs with the exception of tournament results. Information on upcoming tournaments and events can be submitted in a text document via email in 150 words or less. The name and phone number of one contact person will be included in the text.

**Health and Fitness**

All fitness classes and activities will be set up through the Activities Office. A brief description of the class will use the following format:

**Fitness Class Name (Abbreviation)**

**Day Date Time S Cost**

Text may be up to 50 words, describing the content of the class or activity. The name and phone number of one instructor will be included in the text. At anytime the Activities staff can submit an article highlighting any of the fitness instructors.

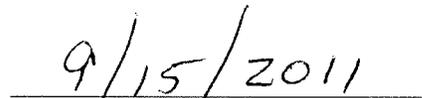
**Resident Commentaries**

Writings and commentaries containing political, religious or negative content will not be accepted. Homeowners may submit one article in a text document via email per calendar year. Text cannot be any longer than 250 words. One article will be accepted per newsletter. If space is available, and there has been more than one article submitted in the same month, a second article, written by another person, could be published. Content decisions are made by the editorial staff.

Miscellaneous articles and event descriptions submitted by the HOA Board will be restricted only by space available. The content of any such text must reflect the philosophy of the HR Community and must be void of religious, political or negative undertones.

Approved by the Heritage Ranch HOA Board of Directors September 15, 2011

  
Charlie Henkle, President

  
Date

## RESIDENTIAL DESIGN GUIDELINES FOR HERITAGE RANCH ADDITION

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

1. Page 11 of 22 – Paragraph B **ARCHITECTURE** of the Residential Guidelines, subparagraph 6, **Roofs** at the end of the paragraph is added:

“Homeowners may submit a Request for Modification to the ARC for approval which complies with the following:

- a. Shingles designed primarily to be wind and hail resistant.
  - b. Shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles or provide solar generating capabilities
  - c. Shingles must resemble the color of shingles used in Heritage Ranch, be as durable as shingles customarily used in Heritage Ranch and match Heritage Ranch aesthetics.”
2. Page 13 of 22 – Paragraph B **ARCHITECTURE** of the Residential Guidelines, subparagraph 18, **Energy Conservation** at the end of the paragraph is added:

“A Request for Modification may be submitted to the ARC for solar energy devices. A solar energy device is a system, or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. This definition includes mechanical or chemical devices that can store solar generated energy for heating, cooling or production of power. The following requirements apply for ARC approval:

- a. The device cannot violate the law or threaten public health or safety.
- b. The device cannot be located in a common area or on property maintained by the HOA.
- c. The device may be installed on the homeowner’s roof but must comply with the following:
  - (1) When installed on the roof, the device cannot extend higher than the roofline.
  - (2) The device must be located in an area of the roof approved by ARC.
    - (a) In case of location conflict, the ARC may approve a roof location when the energy production in the homeowner requested location is 10% higher than the ARC approved location. The 10% higher determination must be based on



a publicly available modeling tool provided by the National Renewable Energy Laboratory. The homeowner will provide the modeling tool results to the ARC and bear the cost of the modeling tool.

- (b) The device must conform to the slope of the roof and the top edges of the device must be parallel to the roofline.
- (c) The frame, support brackets and visible piping/wiring must be color consistent with the roof color.
- d. A device may be installed in rear or side yards. The device may not exceed the approved HOA fence height of 48 inches from ground to top of the device. The device must be shielded from the view of neighbors, the street, common areas and the golf course by ARC approved shrubs with year round leaves/needles.
- e. A copy of the agreement between the homeowner and the provider of electrical power to Heritage Ranch for repurchase of excess electrical energy generated by the device must be attached to the Request for Modification.
- f. The HOA may direct that solar devices not approved by the ARC be removed at the homeowner's expense."

3. Page 15 of 22 – Paragraph C **LIFESTYLE ACCESSORIES** of the Residential Guidelines, subparagraph 15. **Yard Ornaments** at the end of the paragraph is added:

"When a Request for Modification is submitted to the ARC for approval, a homeowner may request a religious item be displayed on the entry door. The total area occupied by all such displays cannot exceed 25 square inches. Such displays cannot violate public health and safety, violate the law or contain language, graphics or any display that is patently offensive to a passerby. The HOA may request the homeowner to remove items that are in violation of this paragraph."

4. Page 15 of 22 – Paragraph C **LIFESTYLE ACCESSORIES** of the Residential Guidelines, add subparagraph 18:

**"18. Flagpoles**

Homeowners may install one flagpole on homeowner property when a Request for Modification is approved by the ARC. The flagpole may be a maximum height of 20 foot from the ground to the top of the pole.

- a. The US, Texas and US Armed Forces flags may be displayed.
- b. University and professional team flags may be displayed the day such a team is playing a game.

- c. The US flag must be displayed in accordance with 4USC Section 5-10.
- d. The flagpole must be constructed of permanent, long lasting materials with a finish that is harmonious with the residence.
- e. Flagpoles must comply with applicable zoning ordinances, easements and setbacks.
- f. Flagpoles must be maintained in good condition.
- g. Flagpole lighting must comply with Town of Fairview ordinances.”

5. Page 15 of 22 – Paragraph C **LIFESTYLE ACCESSORIES** of the Residential Guidelines, add subparagraph 19:

**“19. Rain Barrels and Rainwater Harvesting Systems**

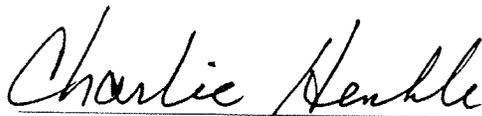
Requests for Modification may be submitted to the ARC for rain barrels and rain harvesting systems by homeowners for installation on their property. Such systems may be installed on the side or rear of the residence, not exceed a height of 40 inches from the ground and comply with Town of Fairview easements and setbacks. Such systems must be blocked from the view of neighbors, the street, common areas and golf course by ARC approved shrubs that maintain leaves/needles year round.

Systems must be color consistent with the earth tone colors of Heritage Ranch.”

6. Page 19 of 22 – Paragraph D **LANDSCAPING** of the Residential Guidelines, subparagraph 12, **Hardscape Materials** at the end of the paragraph is added:

“Homeowners may submit a Request for Modification to the ARC for approval of rear and side yard landscaping that promotes water conservation. Such “desert-scape” requests should include installation of succulent plants and vegetation that conserves water and is consistent with community standards. Hardscape materials such as stone, rock, natural mulch and sand may be used when approved by the ARC. Hardscape materials such as recycled shredded tires, broken asphalt and crushed concrete or similar materials will not be approved for landscape in Heritage Ranch.”

Modifications Approved by the HR Board of Directors September 26, 2011:

  
 Charlie Henkle, President

9/26/2011  
 Date

THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.

FINING POLICY

WHEREAS, Article XV, Section 15.3 of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch (the "Declaration") empowers the Board of Directors (the "Board") of Heritage Ranch Homeowners Association (the "Association") to impose fines for violations of the Declaration and any rules and regulations promulgated thereunder. The Declaration, Bylaws, and all rules promulgated thereunder are collectively referred to in this Policy as the Association's "governing documents"; and

WHEREAS, the Board finds there is a need to establish orderly procedures for the levying of fines in order to encourage Owners and their occupants to comply with the Association's governing documents; and

WHEREAS, this Policy is intended to replace and supersede all prior resolutions relating to the levying of fines for violations of the Association's governing documents.

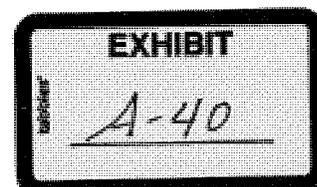
NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the restrictive covenants of the Declaration and for the elimination of violations of such provisions found to exist in, on and about the Lots within Heritage Ranch and the same are to be known as the "Covenant Enforcement and Fining Policy" (to be referred to herein as the "Enforcement Policy") of the Association in the discharge of its responsibilities for determination and enforcement of remedies for violations within Heritage Ranch:

1. Establishment of Violation. Any condition, use, activity or improvement which does not comply with the provisions of the Declaration, Bylaws or the rules and regulations of the Association, shall constitute a "Violation" under this Policy for all purposes.

2. Report of Violation. The existence of a Violation will be verified by a field observation conducted by the Board or its delegate. For the purpose of this Enforcement Policy, the delegate of the Board may include Management, an officer or member of the Board, or a member of any committee established by the Board for this purpose. A timely written report shall be prepared by the field observer for each Violation which will include the following information:

- a. Identification of the nature and description of the Violation(s).
- b. Identification by street address and legal description, if available, of the Lot on which the Violation exists or location in the Common Area.
- c. Date of the verification observation and name of the person making such observation.

At the same time that the field observation report is prepared, the Board or its delegate may forward to the Owner of the Lot in question written notice via regular first-class mail or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Owner will have at least ten (10)



days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 3 below.

3. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to the Owner of the Lot in question written notice of the Violation(s) by regular first-class mail or personal delivery and by certified mail, return receipt requested (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator received a Notice of Violation relating to a similar Violation within six (6) months of the current Violation and was given a reasonable opportunity to cure the prior Violation. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement Policy without notice to the Owner other than the Final Notice of Violation described in Paragraph 4 below. The Notice of Violation, if required, will state the following:

a. The nature, description and location of the Violation, including any property damage caused by the Owner.

b. The authority for establishing the Violation, including the authority for recovering property damages caused by the Owner.

c. The proposed sanction to be imposed, including the amount of any fine or the amount claimed to be due from the owner for property damage.

d. If the Violation is corrected or eliminated within a reasonable time after the Owner's receipt of the Notice of Violation that a fine will not be assessed, common area privileges will not be suspended and that no further action will be taken.

e. The recipient may, on or before thirty (30) days from the receipt of the Notice of Violation, deliver to the Association a written request for a hearing.

f. If the Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions delineated in the Notice of Violation may be imposed and that any attorney's fees and costs will be charged to the Owner.

g. If a hearing is timely requested and is held before a delegate of the Board, that the Owner may appeal the decision of the delegate to the Board.

4. Final Notice of Violation. A formal notice of the Violation and the sanction to be imposed, including the amount of any fine or the amount of any property damage (the "Final Notice of Violation") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated or the Association has not

timely received a written request for a hearing.

5. Request for a Hearing. If the Owner challenges the proposed action by timely requesting a hearing, the hearing shall be held in executive session of the Board or its delegate affording the alleged violator a reasonable opportunity to be heard. Such hearing shall be held no later than the 30<sup>th</sup> day after the date the Board receives the Owner's request for a hearing. Prior to the effectiveness of any sanction hereunder, proof of proper notice of the hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, agent or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The notice of the hearing shall be sent no later than the 10<sup>th</sup> day before the date of the hearing. The Association or the Owner may request a postponement, and if, if requested, a postponement shall be granted for a period of not more than ten (10) days. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed by the Board or its delegate. The Association shall notify the Owner in writing of its action within ten (10) days after the hearing. The Board may, but shall not be obligated to, suspend any proposed sanction if the Violation is cured within the ten-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Owner.

6. Appeal. Following a hearing before a delegate of the Board, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the manager, president or secretary of the Association within ten (10) days after the date of the Association's written notice to the Owner of the results of the hearing. Any hearing before the Board shall be held in the same manner as provided in Paragraph 5 for hearings before a delegate of the Board.

7. Correction of Violation. Where the Owner corrects or eliminates the Violation(s) prior to the imposition of any sanction, no further action will be taken (except for collection of any monies for which the Lot Owner may become liable under this Enforcement Policy and/or the Declaration). Written notice of correction or elimination of the Violation may be obtained from the Board upon request for such notice by the Owner and upon payment of a fee for same, the amount of which is set by the Board.

8. Corrective Action. Notwithstanding any other provision contained herein to the contrary, where a Violation is determined or deemed determined to exist, the Board may undertake to cause the Violation to be corrected, removed or otherwise abated if the Board, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where the Board decides to initiate any such action, the following will apply:

a. The Board must give the Owner and any third party that is known to the Association to be directly affected by the proposed action prior written notice of undertaking of the action.

b. Costs incurred in correcting or eliminating the Violation will be

referred to the Association to be recovered from the Owner.

c. The Association, and its agents and contractors, will not be liable to the Owner or any third party for trespass or any damages or costs alleged to arise by virtue of action taken under this Paragraph 8.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner and/or seeking injunctive relief against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Declaration, the imposition of fines will be on the following basis.

a. Fines will be based on an amount that is reasonably related to the nature of the Violation. The Board shall have final discretion in determining the appropriate fine for the Violation in question. The Board may adopt and amend, from time to time, a schedule of fines applicable to Violations within Heritage Ranch which may include a progression of fines for repeat offenders. Fines, if imposed, shall be levied as of the date of the Violation, regardless of whether the Owner appeals the fine to the Board.

b. Imposition of fines will be in addition to and not exclusive of any other rights, remedies and recoveries of the Association as created by the Declaration or this Enforcement Policy.

c. Fines are imposed against Lots and become the personal obligation of the Owners of such Lots. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective Lots and their Owners as an assessment under the Declaration.

11. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by the United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing and filed with the Secretary of the Association or, if no such address has been designated, to the address of the Lot of the Owner.

a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient as set forth in such notice or if no

person is there, by leaving the notice taped to the front door of the residence.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice shall be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein unless otherwise shown by the recipient to have been received at a later date.

c. Where a day required for an action to be taken or a notice to be given, sent, delivered or received, as the case may be, falls on a Saturday, Sunday or United States Postal Service holiday, the required date for the action or notice will be extended to the first day following which is neither a Saturday, Sunday or United States Postal Service holiday.

d. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

e. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

f. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

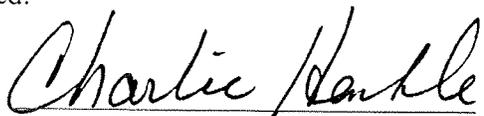
12. Cure of Violation during Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated; the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefor by Management, will be referred

to the Board of Directors of the Association for collection.

13. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

IT IS FURTHER RESOLVED that this Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on September 26, 2011 and has not been modified, rescinded or revoked.



Charlie Henkle, President

9/26/2011

Date

## FINE SCHEDULE

### The imposition of fines will be on the following basis:

- A. First Violation: In accordance with the Fining Matrix.
- B. Additional Violations: Double for every subsequent offense to a maximum application of \$500.00.
- C. Aggregate Limit: There is no limit to the number of fine applications.

### FINE NOTES:

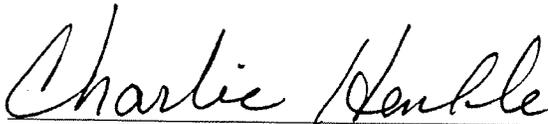
1. Imposition of fines will be in addition to and not exclusive of any other rights or remedies of the Association as created by the Declaration or this Policy.
2. Fines are imposed against Properties and become the personal obligation of the owners of such property. Upon presentation of outstanding fines to the Board for action, the same will be levied against the respective property and their owners as Special Individual Assessments pursuant to Section 5.6 of the Declaration.

### CURE OF VIOLATION DURING ENFORCEMENT

An owner may correct or eliminate a violation at any time during the pendency of any procedure prescribed by this Policy. Upon verification that the violation has been corrected or eliminated, the violation will be deemed no longer to exist. Unless proper appeal process is followed and fines removed, the owner will remain liable for all costs and fines under this Policy, which costs and fines, if not paid upon demand, will be referred to legal counsel for collection.

This policy was adopted by unanimous resolution by the Board of Directors on the 26<sup>th</sup> day of September 2011, in accordance with and as authorized by Section 15.3 of the

Bylaws for the Heritage Ranch Homeowners Association.

  
Charlie Henkle, President

9/26/2011  
Date

**Heritage Ranch  
Fine Matrix<sup>1</sup>**

| Offense  | CC&R References   | 1st Fine | 2nd Fine <sup>2</sup> | 3rd Fine <sup>2</sup> | Fine for each additional violation <sup>2</sup> | Notes                     |
|--|---|----------|-----------------------|-----------------------|---|---------------------------|
| ARC Issues   | 9.6, .8.,.14.,.15.,.17.,<br>19.,.21.,.22.,.23 &<br>Art 10 | \$150.00 | \$300.00              | \$500.00              | \$500.00  |                           |
| Yard ornaments, exterior sculptures, flag poles                              | Design Guidelines<br>III.C.15                             | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Age Restriction Violation under 50   | 3.2   | \$150.00 | \$300.00              | \$500.00              | \$500.00  | And Straight to Legal     |
| Failure to Repair a Retaining Wall Residential Use Only                      | 6.9<br>9.1  | \$150.00 | \$300.00              | \$500.00              | \$500.00  |                           |
| Lot & Improvements Upkeep  | 9.2 & 9.3   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Lawn/Landscaping   | 9.4 & 9.5   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Nuisance   | 9.7   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Trash Cans   | 9.9   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Pets   | 9.10  |          |                       |                       |   |                           |
| Commercial Purpose   |   | \$50.00  | \$100.00              | \$150.00              | \$150.00  |                           |
| Leash Required if off of Lot   |   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Defecation   |   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Objectionable/Nuisance/Danger  |   | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Signs  | 9.11  | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Antennae   | 9.12  | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Vehicle-Parking Overnight  | 9.13  | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Vehicle-RV, Trailer, Boat  | 9.13  | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Holiday Lighting   | 9.16  | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Up Lighting  | 6.11  | \$25.00  | \$50.00               | \$100.00              | \$100.00  | Refer to Town of Fairview |
| Improper Use of Lakes  | 9.18  | \$25.00  | \$50.00               | \$100.00              | \$100.00  |                           |
| Multi Family Occupancy   | 9.20  | \$150.00 | \$300.00              | \$500.00              | \$500.00  |                           |
| Timesharing  | 9.24  | \$150.00 | \$300.00              | \$500.00              | \$500.00  |                           |
| Soliciting   | 9.25  | \$50.00  | \$100.00              | \$150.00              | \$150.00  |                           |
| HOA Website Email Communications   | 9.26  | \$50.00  | \$100.00              | \$150.00              | \$150.00  |                           |
| Underage Guests (exceeding 8wk allowance)                                    | 3.2(b)(ii)  | \$150.00 | \$300.00              | \$500.00              | \$500.00  |                           |
| Golf Cart Violations   | 13.6  | \$50.00  | \$100.00              | \$150.00              | \$150.00  |                           |
| Failure to Register Golf Cart  | 13.6  | \$50.00  |                       |                       |   | Once per Year             |
| Rules & Regulations Violations (not specifically addressed in fining matrix) | Rules & Regulations                                       | \$25     | \$50                  | \$100                 | \$100   |                           |

<sup>1</sup>Maximum Fines that can be applied

<sup>2</sup>Subsequent Fines are in addition to previous fines

The Board of Directors the right to determine and levy a fine for any violation of the governing documents not specifically identified in this matrix.

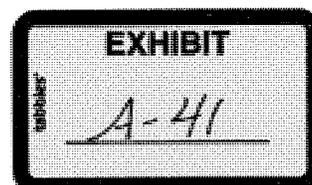
Approved by the Heritage Ranch HOA  
Board of Directors September 26, 2011

*Charlie Henkle*

Charlie Henkle, President

*9/26/2011*

Date



## Heritage Ranch Conflict of Interest Policy and Declaration

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

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

**Objective:** Heritage Ranch *Members* aspire to:

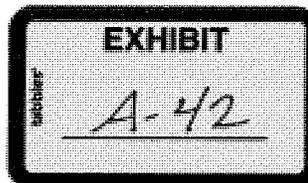
- Perform duties with integrity, honesty, truthfulness, and adherence to public trust.
- Act according to the highest ethical standard
- Place the benefit and welfare of the Heritage Ranch Homeowner Association and the homeowner of Heritage Ranch as a priority
- Improve knowledge and skills to better serve the community needs
- Recognize cultural diversity as a strength in our community and to treat all people with respect and dignity
- Exercise our best judgment, independently of our association with any other organization or personal concern.

**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.



**Reserve Funds:**

Reserve Funds are restricted HRHOA funds to be used in the future to refurbish and replace HRHOA assets. These funds are available for longer term investments since they are not needed to meet day-to-day operations.

**Authorized Investment Instruments for Reserve Funds:**

HRHOA may only invest in those instruments which are specifically authorized in this Investment Policy.

- HRHOA may invest in debt obligations guaranteed by the full faith and credit of the United States Government, United States Government-sponsored agencies and United States Government-sponsored corporate enterprises.
- HRHOA may invest in certificates of deposits in financial institutions which are insured by FDIC or NCUA, maturing in three months or more, to a maximum of \$100,000, or such other amount that is so insured, per member institution.
- HRHOA may invest in money market funds to meet current needs.

**Short-Term Operating Funds:**

- Day-to-day operating funds should be held in business checking accounts with minimum balances to cover operating expenses.
- Short-term excess operating funds should be deposited into a money market account, which will have some check writing options along with a competitive interest rate.

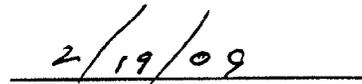
Approved by:

HOA Board of Directors



A handwritten signature in black ink, appearing to read 'K. S. ...', is written over a horizontal line.

Date



A handwritten date '2/19/09' is written in black ink over a horizontal line.

**Exhibit A**

**Heritage Ranch**

**Declaration of Compliance with the Heritage Ranch Conflict of Interest Policy**

I, \_\_\_\_\_, have read the "Heritage Ranch, 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**

THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.

Assessment Collection Policy

**WHEREAS**, The Homeowners Association of Heritage Ranch, Inc. (the "Association") has authority pursuant to Article IV of the Declaration of Covenants, Conditions and Restrictions for Heritage Ranch (the "Declaration") to levy assessments against Owners of Lots located within Heritage Ranch (the "Development"); and

**WHEREAS**, the Board of Directors (the "Board") finds there is a need to establish rules and orderly procedures for the collection of assessments that remain unpaid beyond the prescribed due dates and processing the application of the payments made by Owners in order to encourage Owners to promptly pay their assessments.

**NOW, THEREFORE, IT IS RESOLVED** that the following rules, procedures and practices are established for the collection of assessments and for the application of payments made by Owners and the same are to be known as the "Assessment Collection Policy" for the Association:

1. Policy Objectives. The collection of assessments owed by owners and the application of their payments pursuant to the Declaration and this Assessment Collection Policy will be governed by the following objectives:
  - a. The Association will diligently pursue collection of all assessments, including annual assessments, villa assessments, special assessments and special individual assessments (hereinafter the four types of assessments are sometimes referred to as "assessments").
  - b. At each step within the collection process, the Board will analyze the facts and circumstances then known concerning a given delinquency to direct collection efforts toward the most expedient course of action.
2. Ownership Interests. Pursuant to Article V of the Declaration, the person who is the Owner of a Lot as of the date an assessment becomes due is personally liable for the payment of that assessment. Further, the personal liability for unpaid assessments passes to the successors in title to a Lot if expressly assumed by them. As used herein, the term "Delinquent Owner" refers to that person who held title to a Lot on the date an assessment became due. As used herein, the term "Current Owner" refers to that person who then holds title to a Lot. Unless expressly denoted otherwise, the "Owner" of a Lot refers to the Delinquent Owner or the Current Owner or both, as may be appropriate under the circumstances in question.
3. Due Dates. The due date for annual assessments is the first day of January. The Board may, at its option, change the annual assessments to an annual, quarterly or monthly assessment and determine the due date thereof. The due date for a special



assessment and a special individual assessment shall be set by the Board in the notice of assessment to the Owners, or if no date is given in the notice, then the due date shall be thirty (30) days after the date the notice of the assessment is given to the Owner. The due date for any assessments shall be collectively referred to in the Assessment Collection Policy as the "Due Date". Any assessment which is not received by the Association on or before thirty (30) days of the Due Date is delinquent (the "Delinquency Date").

4. Reminder Notice. If an assessment has not been received by the Association on or before the Delinquency Date, the Association will send a reminder invoice to the Owner (referred to as the "Reminder Notice") which will include the unpaid assessments, collection fees and interest charges claimed to be owing. The Reminder Notice will be send via first-class United States mail.
5. Default Letter. If an assessment has not been received by the Association within the thirty (30) days following the Due Date, the Association will send a default notice (referred to as the "Default Letter") to the Owner notifying the Owner of all outstanding amounts. The Default Letter will be sent via certified mail, return receipt requested, and via first class United States mail and will, at a minimum, include the following information:
  - a. Each unpaid assessments, late charges, interest, collection costs and the handling charges claimed to be owing.
  - b. A description of the options the owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the association; and
  - c. Provides a period of at least 30 days for the owner to cure the delinquency before further collection action is taken.
6. Interest. In the event any assessment, or any portion thereof, is not paid in full and received by the Association on or before the Delinquency Date, interest on the principal amount due shall be assessed against the Owner, the rate of said interest to be eighteen percent (18%) per annum and shall accrue from the Due Date until paid. Such interest, as and when accrued hereunder, will become part of the assessment upon which it has accrued and, as such, will be subject to recovery in the manner provided herein and in the Declaration for Assessments.
7. Late Charge. In the event any assessment, or any portion thereof, is not paid in full on or before the Delinquency Date, a late charge in the amount of \$25.00 shall be assessed against the Owner and his or her lot. The Board may, from time to time, without the necessity of seeking Owner approval, change the amount of the late charge. Such late charge, as and when levied, will become part of the assessment upon which it has been levied and, as such, will be subject to recovery in the manner provided herein for assessments. The Board may, in its sole discretion, waive the collection of any late charge; provided, however that the waiver of any late charge shall not constitute a waiver of the Board's right to collect any future assessments or late charges.

8. Handling Charges and Return Check Fees. In order to recoup for the Association the costs incurred because of the additional administrative expenses associated with collecting delinquent assessments, collection of the following fees and charges are part of the Assessment Collection Policy:
  - a. Any handling charges, administrative fees, postage or other expense incurred by the Association in connection with the collection of any assessment or related amount owing beyond the Delinquency Date for such assessment will become due and owing by the Delinquent Owner.
  - b. A charge of \$25.00 per item will become due and payable for any check tendered to the Association which is dishonored by the drawee of check, the charge being in addition to any other fee or charge which the Association is entitled to recover from an Owner in connection with collection of assessments owing with respect to such Owner's lot.
  - c. Any fee or charge becoming due and payable pursuant to the Paragraph 8 will be added to the amount then outstanding and is collectible to the same extent and in the same manner as the assessment, the delinquency of which gave rise to the incurrence of such charge, fee or expense.
9. Application of Funds Received. All monies received by the Association will be applied to amounts outstanding in accordance with the Payment Application & Payment Plan Policy unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner.
10. Ownership Records. All collection notices and communications will be directed to those persons shown by the records of the Association as being the Owner of a Lot (as defined by Article I, Section 1.20 of the Declaration) for which assessments are due and will be sent to the most recent address of such Owner solely as reflected by the records of the Association. Any notice or communication directed to a person at an address reflected by the records of the Association as being the Owner and address for a given Lot, will be valid and effective for all purposes pursuant to the Declaration and this Assessment Collection Policy until such time as there is actual receipt by the Association of written notification from the Owner of any change in the identity or status of such Owner or its address or both.
11. Notification of Owner's Representative. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to such Assessment Collection Policy will be deemed full and effective for all purposes if given to such representative or agent.
12. Referral to Legal Counsel. If an Owner remains delinquent in the payment of assessments and related costs for more than thirty (30) days after sending the Default letter (as provided for above), Management, on behalf of the Board, or the Board may,

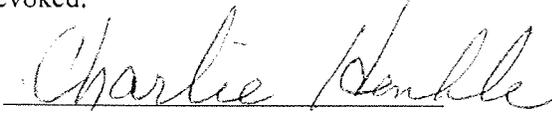
as soon as possible thereafter, refer the delinquency to legal counsel for the Association for the legal action as required by this Assessment Collection Policy. Any attorney's fees and related charges incurred by virtue of legal action taken will become part of the assessment obligation and may be collected as such as provided herein and in the Declaration.

13. Compromise of Assessment Obligations. In order to expedite the handling of collection of delinquent assessments owed to the Association, the Board may, at any time, compromise or waive the payment of any assessment, interest, late fee, handling charge, collection cost, legal fee or other applicable charge. The Association may, at its option, notify the Internal Revenue Service of the waiver or forgiveness of any assessment obligation.

**IT IS FURTHER RESOLVED** that this Assessment Collection Policy replaces and supersedes in all respects all prior rules, policies and resolutions with respect to the collection of assessments by the Association and is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing rules, policies and/or resolution was adopted by the Board of Directors at a meeting of same on Dec. 28, 2011, and has not been modified, rescinded or revoked.

Date: 12/28/2011

  
Charlie Henkle, President

**Investment Policy**

**Purpose:**

To implement an investment policy that will be used by the Board of Directors (BOD) of Heritage Ranch Homeowner's Association (HRHOA) for the purpose of investing excess funds in a safe and sound manner.

**Responsibility:**

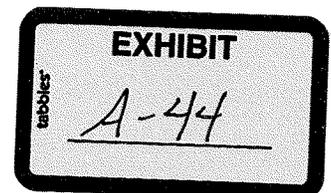
The BOD of HRHOA is charged with general supervision of all investment activities. This will include the responsibility for the formulation, modification and implementation of investment policies and strategies. It will also include decisions as to specific purchases and sales of investments. Where a decision with respect to a specific investment must be made between BOD meetings, the Treasurer and the Secretary or their designees will review that investment to determine that it is within the policy guidelines and strategy. If they agree (as documented by e-mail correspondence), the BOD authorizes the Treasurer, or his/her designated other member of the BOD, to execute that decision. Any investment activity that would constitute an exception to the policy shall be approved in advance by the BOD of HRHOA. The BOD may review the investment policies as needed. The BOD will review and ratify any investments at its monthly meeting.

The Finance Committee may serve as a financial advisor to the BOD and may provide research and recommendations regarding investment alternatives.

**Objectives:**

Because of the HRHOA's unique structure, a not-for-profit legal entity, investment programs and policies must be maintained that ensure all funds are invested in a safe and sound manner. Investment activities shall be in accordance with applicable state and federal laws and regulations. Safety is the primary objective. Secondary objectives are as follows:

- To maximize earnings and generate sufficient income on invested funds within the safety and liquidity constraints established by the BOD of HRHOA.
- To diversify the investment of funds, so as to limit credit risk.
- To develop investment alternatives and strategies that enable HRHOA to have a broad range of investment options.



**Reserve Funds:**

Reserve Funds are restricted HRHOA funds to be used in the future to refurbish and replace HRHOA assets. These funds are available for longer term investments since they are not needed to meet day-to-day operations.

**Authorized Investment Instruments for Reserve Funds:**

HRHOA may only invest in those instruments which are specifically authorized in this Investment Policy.

- HRHOA may invest in debt obligations guaranteed by the full faith and credit of the United States Government, United States Government-sponsored agencies and United States Government-sponsored corporate enterprises.
- HRHOA may invest in certificates of deposits in financial institutions which are insured by FDIC or NCUA, maturing in three months or more, to a maximum of \$100,000, or such other amount that is so insured, per member institution.
- HRHOA may invest in money market funds to meet current needs.

**Short-Term Operating Funds:**

- Day-to-day operating funds should be held in business checking accounts with minimum balances to cover operating expenses.
- Short-term excess operating funds should be deposited into a money market account, which will have some check writing options along with a competitive interest rate.

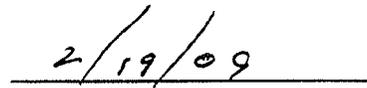
Approved by:

HOA Board of Directors



A handwritten signature in black ink, appearing to read "R. S. Samuel", is written over a horizontal line.

Date



A handwritten date "2/19/09" is written in black ink over a horizontal line.

## **Heritage Ranch Policy**

### **Clubhouse Use: Advertising and Promotion of Heritage Ranch Activities**

#### **Authority:**

The HOA Bylaws, Article III, C, empower the Board of Directors with the authority to administer the affairs of the HOA and establish policies relating to the operation and care of the common areas (including the clubhouse) and making rules and regulations.

#### **Rationale:**

Advertising and Promotion within the Heritage Ranch Clubhouse is an effective means of notifying HR residents of upcoming events and serves to further encourage community involvement in HR activities. Residents expect to see notices in the clubhouse with detailed information regarding upcoming events.

#### **Purpose:**

The purpose of this document is to define the policies and procedures that the HR HOA Community Events Director (CED), HR clubs and groups and individual HR homeowners may use to advertise and promote HR activities within the clubhouse. The specific clubhouse resources for communicating current and immediate information to HR residents are identified, but not limited to, the following:

- I. **Bulletin Board** in the Elm Arts & Crafts Room in the Heritage Ranch Clubhouse
- II. **Electronic Monitor** in the entrance way into the Heritage Ranch Clubhouse
- III. **Posters** on easels in the Heritage Ranch Clubhouse lobby
- IV. **Promotional Materials** distribution in the Heritage Ranch Clubhouse
- V. **Ticket Sales and/or Promotional Activities** in the Heritage Ranch Clubhouse lobby

(\***Guidelines for community-wide advertising through posters, email blasts and the Ranch Reporter are on the Heritage Ranch HOA website under Resident Services, Resource Center, Policies & Guidelines**)

**Note:** None of these resources are designed for nor will be used as a vehicle for controversial issues including, but not limited to, the expression of religious or political views, homeowner's business or personal promotions, personal opinions and resident commentaries.

#### **Responsibility:**

The CED is designated as the point of contact and decisional authority for administering and monitoring the policies herein.

#### **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 and has bylaws approved by the Activities Committee and the HOA Board of Directors.

**Group** – An organization of homeowners that does not meet the definition of a Club.

### **Part I: Bulletin Board**

Individuals, clubs or groups who wish to post announcements on the Clubhouse Bulletin Board in the Elm Arts & Crafts Room must contact the CED and request use of the bulletin board.

1. The CED reserves the right to deny the request to post materials, based upon the guidelines established by the Communications Committee.
2. Postings shall be limited to one (1) page unless the CED determines multiple pages are necessary to accurately convey the event information.
3. At the time of posting, the CED will determine the removal date of the material and inform the contact person of that date. The removal date will be written on the posting in the lower right corner.
4. Postings are limited to Heritage Ranch activities, upcoming classes and resident activities.
5. In some cases individuals, clubs or groups have multiple simultaneous activities. The same procedure shall be followed for each of their individual activities.
6. The CED has the authority to prioritize the postings, based upon space availability.
7. All documents submitted for posting shall contain the name, telephone number and the email address of the contact person.
8. The CED will remove the materials from the bulletin board on the removal date written on the posting.

### **Part II: Electronic Monitor**

Individuals, clubs or groups who wish to post announcements on the Heritage Ranch Clubhouse Electronic Monitor must contact the CED and request the posting of said announcement.

1. The HOA, the Communications Committee and/or the CED shall have the right to deny, for cause, any request to post materials.
2. Electronic postings shall be limited to one (1) per HOA activity, club, group or individual unless the CED determines multiple postings are necessary due to the timeliness of the event(s).
3. Only events held at Heritage Ranch will be posted on the Electronic Monitor. Exceptions must be approved by the General Manager and/or the HOA Board.
4. Information shall be submitted electronically to the CED and should contain the name, telephone number and email address of the contact person, as well as the date for the announcement to be removed from the Electronic Monitor.

5. All information submitted for posting shall be concise and be limited to pertinent information, i.e. name of event, date, time and ticket information.
6. The CED is responsible for posting the information on the Electronic Monitor and has the authority to prioritize the postings and determine how many days the posting shall appear on the Electronic Monitor.

### **Part III: Posters**

Poster displays in the Heritage Ranch Clubhouse lobby are used to promote future Heritage Ranch events which are intended for the Heritage Ranch community. Poster displays may promote HOA events and activities of Heritage Ranch Clubs, groups and individual homeowners.

1. Poster design/concept will be approved by the CED. Any decision to reject a group(s) poster may be appealed to the Activities Committee.
2. Poster approval by the CED will take no longer than three (3) business days.
3. Posters will contain event content only and shall advertise only one event.
4. Posters are displayed on Heritage Ranch easel stands which are maintained by the CED.
5. The easels will be positioned on either side of the front entrance to the Heritage Ranch Clubhouse lobby.
6. No more than two (2) posters may be displayed in the lobby at any time.
7. Posters will be a uniform size not to exceed 30" X 36" on heavy poster board.
8. Posters may be on display not to exceed one week with the exception of those which advertise revenue generating events or events organized by the CED. Such events may be displayed up to a total of thirty (30) days.
9. Priority of posting will be given to events that generate revenue benefitting the entire community.

### **Part IV: Promotional Materials**

The HOA office area, the front desk in the Heritage Ranch Clubhouse lobby, furniture in the lobby, large round entry table, fireplace hearth, the host station in the Corral Grill, dining tables in the restaurant and the Outpost and chairs set up in the Heritage Ballroom for banquets or special events have specific purposes. In order to maintain an attractive, professional appearance, it is important that these areas remain uncluttered with promotional materials. Exception is made for "Table Tents" containing information on upcoming Food & Beverage and Golf events which may be placed on the dining tables in the Corral Grill and The Outpost.

1. Printed promotional materials such as flyers, brochures, etc. are not to be displayed in/or any of the aforementioned areas.
2. Promotional materials may be placed in one of the slots in the Elm Arts & Crafts Room that is designated by the CED.
3. Along with the poster usage for promoting an event, a flyer holder may also be attached to the leg of the easel or bottom of the easel to hold flyers for the advertised event.

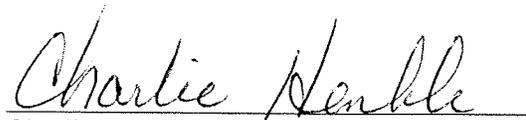
4. The CED will have the responsibility of removing outdated materials from the Elm Arts & Crafts Room and/or the flyer holder.

**Part V: Ticket Sales**

Any Heritage Ranch Club, group or organization that wishes to set up a table in the Heritage Ranch Clubhouse lobby for the purpose of selling tickets or registering residents for a Heritage Ranch Event must adhere to the following guidelines:

1. Contact the CED to receive the "Lobby Reservation Form
2. Complete the reservation form stating the name of the group, details regarding the event, contact person information and specific date(s) and time(s) when the club wants to have space in the lobby.
3. Verify that the club or group will coordinate the ticket sales through the HOA, facilitated by the CED.
4. Reserve the lobby for ticket sales one month in advance of the event.
5. Sell tickets no more than a total of seven (7) sessions during that month.
6. Verify with the CED the lobby is available for selling tickets. If another group/club/organization is already scheduled to sell tickets at the requested time, the CED and groups/clubs/organizations will work together to simultaneously sell tickets on the requested date(s). The ticket sales will take place at a single table in the lobby.
7. Preference will be given to revenue generating events which benefit the entire community. Please review the Clubhouse Use policy for additional information.
8. Offer tickets for sale at specific sessions each day: 9:00 – 11:00 a.m. or 5:00 – 7:30 p.m.
9. Utilize the standard set up in the lobby which is one (1) card table or one (1) long table, one (1) poster and no more than five (5) chairs. If there are two organizations selling tickets, standard set up applies with the exception that two (2) posters may be used.
10. No additional materials may be used.
11. Persons selling tickets should be courteous, professional and considerate of other residents and guests who utilize the Heritage Ranch Clubhouse.
12. Buyers who are interested in purchasing tickets should be allowed to approach the table and buy tickets, rather than the ticket seller approaching the residents and pressuring them to purchase tickets.

Approved by the HR Board of Directors Oct. 17, 2011:

  
Charlie Henkle, President

Oct 17, 2011  
Date

**The Homeowners Association of Heritage Ranch  
Member Inspection and Copying of Records Policy**

**Background:**

Texas Code - As a Texas nonprofit corporation, the HOA maintains current and accurate financial records as required by Section 209.005 of the Texas Property Code. The HOA also maintains other records as part of its business operation and management. Members of the HOA have the right to inspect and obtain copies of HOA records under Section 209.005 of the Texas Property Code.

Heritage Ranch By-Laws — Section 6.4 (a) and (b) of the By-Laws cover inspection of records of the Association. The By-Laws state that the Board shall establish reasonable "Rules for Inspection" with respect to:

- Notice given to the HOA "Member Request"
- Hours and days of the week when inspection may be made
- Payment of the cost of copying records

**Purpose:** The purpose of this procedure is to define and document the process for requesting and obtaining records of the Heritage Ranch Homeowners Association.

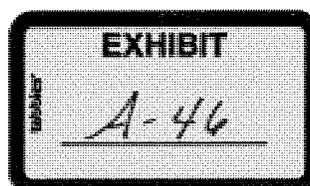
**Records Organization:**

HOA Web Site: HOA records are maintained generally in categories of financial, operations and management, and governing documents. Essential current financial records and previous financials since developer turnover, HOA Board minutes, Committee minutes, governing documents and resident directory are found on the Heritage Ranch website and may be examined at any time. Although recorded on a monthly basis, there is a necessary time lag in preparing and reconciling financial records; therefore, a month delay in posting to the web site is to be expected.

Office Records: Additionally, members may examine these and other HOA records in person by following the procedures set forth hereafter. Current records are kept at the HOA office in the Heritage Ranch Clubhouse and are readily accessible.

Off-Site Storage: Due to space constraints it is necessary to store archival records at an offsite location. Retrieval from off-site storage may involve additional time.

**HOA Records Custodian:** The HOA General Manager and HOA Manager are appointed custodians of all HOA records and are individually and/or jointly responsible for the procedures specified herein.



Member Requests: In accordance with Section 209.005 of the Texas Property Code, HOA members or their authorized representative must submit a written request for access or information by certified mail with sufficient detail describing the Association's books and records requested to the mailing address of the Association. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records. Reasonable amount of time must be allowed for the retrieval of the requested records. For a current year single document request, a five business day's lead-time should be allowed. For more extensive records requests or for records stored off-site, a minimum of a ten business day's lead-time should be allowed. The Association will notify the requestor when the requested information is compiled for review.

**Hours & Days of Inspection:**

To facilitate the member requests for documents and to minimize the impact on the normal operation of the HOA, the Board of Directors has established the following times and days when members may access, inspect and copy records;

- Any Thursday or Friday, unless it falls between the 1<sup>st</sup> and the 10<sup>th</sup> of the month (monthly financial period)
- If inspection is desired in the period from the 1<sup>st</sup> to the 10<sup>th</sup> of the month, a prior meeting must be scheduled with the General Manger.
- Time for inspection of records is between 10 AM and 2 PM on the prescribed days.

**Cost of Copying Records:**

The cost of copying records includes three elements; (1) cost to copy (2) staff time to retrieve and present the records to the homeowner and (3) overhead costs. The Association will charge for copying costs in accordance with the Texas Administrative Code Section 70.3.

The cost of copying will be charged at \$0.10 per page to cover the cost of paper, and supplies.

- If HOA staff time is required in compilation, production or reproduction of the records that are stored offsite or exceed fifty pages in length, this time will be charged at the prorated hourly rate of \$15.00 per hour.
- Due to the time involved for archived record retrieval, if off site archived records are required, HOA staff time to retrieve off site archived records will be charged at the prorated hourly rate of \$15.00 per hour.
- An overhead charge will be assessed for all requests for copies of 50 or more pages. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.
- All other expenses incurred by the Association while processing the records request will be charged to the requestor in accordance with T.A.C. Section 70.3.

The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested records. If the actual costs are less than the estimated costs, the Association will refund the requestor the difference within 30 business

days. If the actual cost is more than the estimated costs, the Association will invoice the requestor for all additional amounts owed. If the requestor does not reimburse the Association before the 30<sup>th</sup> business day after the date the invoice is sent to the owner, the balance due may be added to the owner's account as a special assessment.

Process:

1. On receiving a member request, the HOA General Manager or Staff will locate requested records and notify the requesting member when and where the requested records will be available.
2. The HOA General Manager or Staff will not relinquish control or possession of the records to any member.
3. In advance of providing copies the HOA General Manager or Staff will calculate the cost that shall include materials and employee labor time for offsite records or records requests exceeding fifty pages.
4. The member shall pay all costs in advance.

Revision B Approved on April 15, 2010.

Revision D, September 15, 2011

APPROVED by the HOA Board of Directors on December 28, 2011

By: Mary Holley  
Mary Holley, Vice President

Date: December 28, 2011

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## Payment Application & Payment Plan Policy

All monies received by the Association by an Owner will be applied to amounts outstanding to the extent of and in the following order unless an Owner has placed a restrictive notation on the check or other form of payment or in correspondence accompanying the payment that a payment is to be applied in another specified manner or if the Owner is in default of an approved payment plan.

1. Any delinquent assessment
2. Any current assessment
3. Any attorney's fees or 3<sup>rd</sup> party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure
4. Any attorney's fees that are not subject to the above application
5. Any fines assessed by the Association
6. Any other amount owed to the Association.

If an Owner is in default of an approved payment plan, application of monies received will be applied in the following order:

1. Attorney's fees and related collection costs incurred by or on behalf of the Association
2. Handling charges and returned check fees incurred by the Association
3. Late charges
4. Accrued interest
5. Delinquent special assessments
6. Delinquent regular assessments
7. Outstanding special assessments, though same may not then be delinquent
8. Outstanding regular assessments, though same may not then be delinquent
9. Fines

### Payment Plan Policy:

Owners may request a payment plan for delinquent assessments and other delinquent amounts owed to the Association.

1. Payment plans shall not be less than three (3) months and may not be longer than eighteen (18) months.
2. Payment of 25% of the delinquent balance is due within 10 business days of submission of payment plan.
3. A one-time payment plan processing fee of \$25.00 may be charged on the Owner's account at the time the payment plan is approved.
4. Interest on the principal amount may be assessed against the Owner at a rate of eighteen percent (18%) per annum or the highest rate allowable by law.
5. Owners shall keep current assessments current during the payment plan period or the payment plan may be considered to be in default and collection efforts may continue.
6. If an Owner defaults on a payment plan, the Board may not consider approving an additional payment plan request for a period of up to two (2) years following the owner's default under the previous payment plan.
7. Owners may opt to have their monthly payment plan payments debited directly from their bank account (ACH). ACH debiting will be processed on the 20<sup>th</sup> of each month or the first business

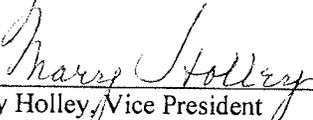


day following the 20<sup>th</sup> of each month if the 20<sup>th</sup> falls on a weekend or holiday. To authorize the Association to automatically debit payment plan payments, Owners are required to complete and sign the Authorization Agreement for Direct Payments Payment Plan Submission Form along with submitting a void check after receiving payment plan approval notice from the Board.

1

**Payment Application & Payment Plan Policy:**

Approved by the Heritage Ranch HOA Board of Directors December 28, 2011

  
\_\_\_\_\_  
Mary Holley, Vice President

12-28-2011  
Date

HERITAGE RANCH  
HOMEOWNER'S ASSOCIATION  
RECORD RETENTION SCHEDULE

Revised 09/27/2011

| Record Code | Record Series  | Retention  | Authority                        |
|-------------|--|------------|----------------------------------|
| 1           | CC&Rs, Bylaws, Articles of Incorporation, Rules, Policies        | Perm       | TX HB 2761, Sec 209.005 Part (m) |
| 2           | Tax Returns - Payments   | Perm       | HOA Auditor                      |
| 3           | Audit Reports  | Perm       | HOA Auditor                      |
| 4           | Financial Statements   | 7 yrs      | TX HB 2761, Sec 209.005 Part (m) |
| 5           | Contracts  | 7 yrs AE   | HOA Auditor                      |
| 6           | Board Minutes  | 7 yrs      | TX HB 2761, Sec 209.005 Part (m) |
| 7           | Listing of Directors   | 5 yrs      | HOA Auditor                      |
| 8           | Budgets  | 5 yrs      | HOA Auditor                      |
| 9           | Reserve Studies  | Perm       | HOA Auditor                      |
| 10          | Bank Statements & Cancelled Checks (if kept)                     | 7 yrs      | HOA Auditor                      |
| 11          | Accounts Receivable Listings/Collections Documentation           | 7 yrs      | HOA Auditor                      |
| 12          | Insurance Policies   | 7 yrs AE   | HOA Auditor                      |
| 13          | Record of Dues Payments  | 7 yrs      | HOA Auditor                      |
| 14          | Accounts Payable   | 7 yrs      | HOA Auditor                      |
| 15          | General Ledgers & Journal Entry Backup                           | 7 yrs      | HOA Auditor                      |
| 16          | Bank Reconciliations   | 7 yrs      | HOA Auditor                      |
| 17          | Dues and Special Assessment Billings                             | 7 yrs      | HOA Auditor                      |
| 18          | General Correspondence to Members                                | 3 yrs      |                                  |
| 19          | General Correspondence to Non-Members                            | 2 yrs      |                                  |
| 20          | Inventory Records (Fixed Assets)                                 | LOA+ 7 yrs | HOA Auditor                      |
| 21          | Fixed Asset Purchases  | LOA+ 7 yrs | HOA Auditor                      |
| 22          | Depreciation Schedules   | LOA+ 7 yrs | HOA Auditor                      |
| 23          | Insurance Claims   | 7 yrs AS   |                                  |
| 24          | Blueprints:  | Perm       |                                  |
| 25          | Record Retention Schedule  | Perm       |                                  |
| 26          | HOA Records Inventory Listing                                    | Perm       |                                  |
| 27          | Homeowner's Files:   | Perm       |                                  |
|             | Required Doc Check List  | Perm       |                                  |
|             | Ownership Change Form  | Perm       |                                  |
|             | Resale Certificate   | Perm       |                                  |
|             | Warranty Deed  | Perm       |                                  |
|             | Billing System Set up form                                       | 5 yrs      | TX HB 2761, Sec 209.005 Part (m) |
|             | Proof of Age Attest  | Perm       |                                  |
|             | Acknowledgement of receipt of Rules and Regulations of Golf Club | Perm       |                                  |
|             | Misc. Documents and Corres                                       | 5 yrs      | TX HB 2761, Sec 209.005 Part (m) |
|             | Address Changes  | 5 yrs      | TX HB 2761, Sec 209.005 Part (m) |
|             | ARC Modification Request forms and documentation                 | Perm       |                                  |
| 28          | HOA Policies & Procedures  | Until Rev  |                                  |
| 29          | HUD Age Verification Forms                                       | Perm       |                                  |

AE - After Expiration  
AS - After Settlement  
Until Rev - Until Revised  
Until Exp - Until Expired

LOA - Life of Asset



HERITAGE RANCH  
HOMEOWNER'S ASSOCIATION  
RECORD RETENTION SCHEDULE

Revised 09/27/2011

| Record Code | Record Series                               | Retention  | Authority                |
|-------------|---|------------|--------------------------|
| 30          | Food & Beverage, Golf Shop Receipts/Tickets | 4 yrs.     | TX Tax Code Sec. 151.025 |
| 31          | Food, Beverage, Golf Billings & Collections | 7 yrs      | HOA Auditor              |
| 32          | Warranties on Fixed Assets                  | Until Exp. | HOA Auditor              |
| 33          | TABC Reporting                              | 7 yrs      | Texas Admin. Code        |
| 34          | Miscellaneous Office Files                  | 1 Yr       |                          |

Approved by the Heritage Ranch Board of Directors:

  
Charlie Henkle, President

10/17/2011  
Date

AE - After Expiration  
AS - After Settlement  
Until Rev - Until Revised  
Until Exp - Until Expired

LOA - Life of Asset



*Golf & Country Club*



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# HERITAGE RANCH GOLF & COUNTRY CLUB RULES AND REGULATIONS

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

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

## ARTICLE I DEFINITIONS AND APPLICATION

### 1.1 THE CLUB

The "**Club**" refers to the Heritage Ranch Clubhouse, golf course, outdoor swimming pool, tennis courts, common areas and related facilities provided at Heritage Ranch Golf & Country Club located at 465 Scenic Ranch Circle, Fairview, Texas 75069. The "**Club Owner**" refers to the Association.

### 1.2 CLUB MANAGEMENT

The HOA Board has contracted with "**Club Management**" (Western Golf Properties, LLC) to manage the Club. "**Manager**" refers to the General Manager of the Club. Club Management has been delegated certain authority over affairs of the Club.

### 1.3 ADVISORY COMMITTEES

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

### 1.4 MEMBERSHIP

- (a) A "**Club Membership**" is the privilege by which persons enter into the Club for the exclusive purpose of using and enjoying the available facilities at the times, in the manner and subject to the terms and conditions set forth in these Rules & Regulations. A "**Club Member**" is the person obligated for the payment of all fees, dues, fines and charges and will include Members of the Association as described in the **Covenants, Conditions and Restrictions (CCR's)**. Club Members agree to be bound by these Rules & Regulations as presently enacted or hereafter amended. Amendments to the Rules & Regulations may be announced either by publication in the Club's newsletter, on the Association Web site or by posting at the Club. The Rules & Regulations as amended or supplemented will be maintained in the Manager's office and are available for review upon request.
- (b) Membership in the Club does not create any presumption that the facilities or services that are now or hereafter available will continue to be available.

Membership privileges should not be viewed as an investment, and no person obtaining membership privileges should expect to derive any economic benefits from membership in the Club. These Rules & Regulations, Application for Membership and other membership documents have not been reviewed nor endorsed by any federal or state authority.

- (c) Membership may be subject to disciplinary action, including fines, and or suspension, in accordance with these Rules & Regulations.
- (d) The HOA Board shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

### **1.5 FEES, DUES, AND CHARGES**

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

### **1.6 MEMBERSHIP USE**

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

### **1.7 APPLICABILITY OF RULES AND REGULATIONS**

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

### **1.8 NON-MEMBER USE OF CLUB**

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

### **1.9 GUEST PRIVILEGES**

All guests must be accompanied by a Club Member when utilizing the following activities: Indoor Pool, Outdoor Pool, Tennis Court, Billiards Room, Library/Computer Room and Fitness Room.

## **ARTICLE II PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS**

### **2.1 HOA FULL RECREATIONAL AMENITIES**

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to all privileges of the facility, swimming facilities, tennis facilities, walking trails, and Clubhouse except golf course and practice area, which require additional fees.

### **2.2 HOA FULL RECREATIONAL AMENITIES – PLUS GOLF PASS**

This membership entitles the Club Member and his or her spouse as specified in Section 1.6 to all the benefits of Section 2.1 plus access to the Golf Course through the purchase of annual greens fees with the option of purchasing annual trail and range fees.

## **ARTICLE III MEMBERSHIP POLICIES**

### **3.1 ELIGIBILITY**

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

### **3.2 LEAVES OF ABSENCE**

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

### **3.3 RESIGNATION**

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

### **3.4 REPURCHASE**

(a) The HOA Board reserves the right to terminate any golf membership for any reason it deems is in the best interest of the Club by paying to the Club Member the then current Membership Deposit amount. The right of repurchase and buy-out may be exercised with or without the Club Member's permission and even if

the Club Member is in good standing and has paid all outstanding dues and charges.

- (b) If the HOA Board elects to repurchase the golf membership of a Club Member who has outstanding dues or charges, the Club shall have the right to offset such dues or charges against the amount to be paid to said Club Member.
- (c) Termination of a Member's golf membership will not terminate his or her recreational amenities membership in the Association.

## **ARTICLE IV PAYMENT OF DUES AND CHARGES**

### **4.1 STATEMENTS AND PAYMENTS**

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

### **4.2 PAST DUE, DELINQUENCY**

- (a) 30-Days Past Due. If a Club Member's account becomes thirty (30) days past due, the Club Member will be notified by mail that his or her charging privileges may be or have been suspended.
- (b) 60-90 Days Past Due. Any Club Member whose account becomes sixty (60) days past due will be notified by certified mail that his or her membership privileges have been suspended and payment is due within ten (10) days. The Club Management may automatically bill to any Club Member's major credit card on file at the Club any Club Member's account which is more than sixty (60) days past due.
- (c) 90 Days Past Due. The Membership of any Club Member whose account is more than ninety (90) days delinquent will be notified by certified mail that his or her membership privileges have been suspended and that his or her membership will be revoked and forfeited to the Association if payment is not received within ten (10) days. Such forfeiture shall not prejudice or affect in any manner the right of the Association or Club Management to collect such delinquent indebtedness. The Club Management will automatically bill to any credit card of said Club Member on file at the Club any Club Member's account which is more than ninety (90) days past
- (d) Frequent Delinquency Revocation. The membership of any Club Member whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or non-consecutively, may, at the HOA Board's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of the Association or Club Management to collect such delinquent indebtedness.

#### **4.3 RETURNED CHECKS**

All Club Members shall be charged an additional thirty-five (\$35.00) dollars on their statement for any checks returned from the bank for insufficient funds or the Association's or Club Management's actual cost of recovery, whichever is greater.

#### **4.4 CREDITING OF ACCOUNT**

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

#### **4.5 FOOD CHARGES**

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

### **ARTICLE V INFRACTIONS AND DISCIPLINE**

#### **5.1 VIOLATIONS**

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

#### **5.2 FINEABLE OFFENSES**

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

- (a) Failure to register a golf guest (fine plus applicable guest fees)
- (b) Failure to comply with Rules and Regulations governing the proper use of golf carts.
- (c) Deliberate abuse of any item of the Club (fine plus cost of repairing or replacing the property if necessary)
- (d) Without the Manager's prior permission, bring food and beverages, other than water, that is not purchased from the Association or Club Management, into the Club.
- (e) Members or guests conducting themselves in a manner which interferes with other Member's or their guests' enjoyment of the Club.
- (f) Obnoxious or abusive language, rude or boisterous behavior towards Members, Guests, or Staff.

- (g) Failure to comply with CC&Rs or the Rules and Regulations of the Homeowners Association of Heritage Ranch, Inc.

### **5.3 SUSPENSION**

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

### **5.4 PROCEDURE FOR IMPOSING FINES OR SUSPENSIONS**

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

### **5.5 HEARING FOLLOWING SUSPENSION**

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

### **5.6 REVOCATION OF GOLF MEMBERSHIP**

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

- (a) Commission of any felony or misdemeanor theft at the club.
- (b) Ninety (90) days delinquency or frequent delinquency.
- (c) Willful destruction of the Club or staff property, as well as Club Member or guest property.
- (d) Physical or gross verbal abuse of staff, Club Members or guests.
- (e) Continued and repeated violations of these Rules and Regulations.
- (f) Conduct injurious to the reputation of the Club or its Members.
- (g) Conduct which seriously detracts from Management's absolute right to manage the Club and preserve its financial integrity.
- (h) Following a suspension, if a Club Member again violates the rule or policy that led to the previous suspension within six (6) months of the infraction.

### **5.7 PROCEDURE FOR REVOCATION OF GOLF MEMBERSHIP**

Management will prepare a written notice of revocation, which shall be delivered by certified mail to the Club Member whose Club Membership has been terminated. Upon revocation, all past membership deposits and monthly dues paid by the Club

Member shall be forfeited to the Club, and the Club Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of the Association or Management to collect any delinquent indebtedness.

## **ARTICLE VI CLUBHOUSE AND GROUNDS RULES AND REGULATIONS**

### **6.1 HOURS OF OPERATION**

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

### **6.2 SPECIAL FUNCTIONS**

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

### **6.3 MEMBERSHIP NUMBERS**

Each Member will be issued a membership number.

### **6.4 CHARGING PRIVILEGES**

Purchases of merchandise, food and beverages, and services may be charged to the Member's billing account or paid in cash at the time of services rendered. Club Management reserves the right to suspend or place limits upon a Member's charging privileges or require a deposit from a Member.

### **6.5 GUESTS**

Members may bring guests to the Club at any time and are subject to such rules and policies as established by Club Management, including the payment of applicable guest fees. Members are responsible for the conduct of, and all obligations and debts incurred by, and any damage caused by, their guests. Guests playing golf must be accompanied by a Club Member to receive the Club Member's guest rate. Club Management, in its sole discretion, may deny guest privileges to any individual.

### **6.6 MINORS**

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

## 6.7 PROPER CONDUCT

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

## 6.8 REPORTING INJURIES

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

## 6.9 DRESS CODE

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 or Golf 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 girl's 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. No black-sole shoes of any type are permitted on the tennis courts.
- (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) **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.

(e) **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.
- (b) Club Members will have preference to all fitness equipment before member's guests if the facility is crowded.

#### **6.12 GRATUITIES**

A service charge of 20% is added to all food and beverage checks for parties of (8) or more and large banquets and events. Tipping of Club personnel is permitted when special or individual services are provided.

#### **6.13 COMPLAINTS**

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

#### **6.14 PARKING**

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

#### **6.15 ANIMALS**

With the exception of Seeing Eye dogs, pets or other animals are not permitted anywhere at the Club at any time, regardless of whether they are on a leash or unattended.

#### **6.16 PRIVATE CART REGISTRATION AND REQUIREMENTS**

Golf carts must be registered annually by January 31 each year. The golf cart must, at all times, be under the control of a person who possesses a valid automobile driver's license. Golf carts shall only be operated during daylight hours unless the golf cart has headlights and tail lights installed and used at night. Golf carts shall be battery powered and be 4-wheeled vehicles. Golf cart owners shall sign a release of liability, holding the Association harmless as a result of any loss or damage relating to the owner's operation of the golf cart. Golf cart owners are required to provide proof of liability insurance with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage.

#### **6.17 NON-GOLF USAGE OF COURSE**

Residents who are not playing golf or residents who are walking, jogging or riding bicycles may use the golf course paths at their own risk only under the following guidelines:

- On days the golf course is closed
- Before 8:30 A.M. on the back nine -- Excluding Tuesdays due to the use of Double Tees (holes 10-18; ponds/lakes on holes #12 and #14)
- Fishing allowed 90 minutes before sunset on the front nine (holes 1-9; lakes/ponds in holes #2 and #5 & #6)
- After dark any time

Golfers have priority at all times. Non-golfers must exit the golf course if golfers are playing. Marshals will be used to monitor and enforce this policy. Both golfers and non-golfers must comply with the marshals.

### **ARTICLE VII GOLF**

#### **7 GENERAL**

- (a) Golf rules, regulations, procedures, and policies may be established from time to time by Club Management and will be available in the golf shop. Such rules, regulations, procedures, and policies shall supplement these Rules and Regulations.
- (b) Every player must adhere to the Club's posted policy with respect to shoe wear, as the Club is a preferred spike less facility. Every player must also have a set of golf clubs and a golf bag.

- (c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules and Regulations.
- (d) Under no circumstances shall any member commence play from his or her own residence. All players shall register in the golf shop prior to playing.
- (e) Members and their guests are not allowed on the golf course property unless they have registered in the golf shop prior to playing nine (9) or eighteen (18) holes. Walking, jogging and other activities must be conducted on designated trails and walking paths in accordance to the requirements of Section 7 of Appendix III, Annual Golf Pass/Trail Pass & Heritage Ranch Golf & Country Club Golf Rules.
- (f) 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. **Club Management reserves the right to refuse Golf privileges to anyone it determines to be in violation of the dress code.**

## **ARTICLE VIII TENNIS RULES & REGULATIONS**

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

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

### **8.1 GENERAL**

- (a) Court times may be reserved for Members and their guests up to one (1) week in advance. In the case of any Heritage Ranch league teams, home court matches may be booked in advance of each season, provided the court times do not conflict with scheduled open play times or events established by the Heritage Ranch Tennis Association.
- (b) Court time usage will be booked in two (2) hour time slots. Members may book court times by calling the Golf Shop or may do so in person.
- (c) Nonresident tennis playing guests must be accompanied by a member when on the courts.
- (d) The member will be responsible for the observation of court etiquette by their guest as well as themselves.
- (e) Members and accompanied guests must wear appropriate attire in styles specifically designed for tennis at all times while using the tennis facilities. No black-sole shoes of any type are permitted on the tennis courts.

### **8.2 COURT USAGE ETIQUETTE**

- (a) Courts will be used by members and their accompanied guests for tennis activities only.
- (b) The HOA Board may approve other activities for court usage at their discretion.
- (c) No food or beverages other than water or sports drinks are permitted on the courts.

- (d) Trash should be placed in proper receptacles on or around the courts.
- (e) No smoking on the courts.
- (f) Dress Code: Appropriate tennis attire must be worn at all times. (appropriate tops & bottoms)
- (g) Only tennis shoes are permitted on court surface.
- (h) All players should leave the courts promptly when their reserved court time expires if others are waiting for the courts.
- (i) Courtesy and consideration should be observed at all times. Players and spectators should not walk behind the baseline while play is in progress.

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

### **8.3 RULES FOR RESERVING COURT TIME**

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

All players must observe the rules for reserving court times.

### **8.4 SOCIAL PLAY TIME**

Defined as: any time the courts are not reserved for special events, scheduled open play or leagues.

- (a) The Tennis Association has the responsibility for format and posting of the special events. (Special events shall be booked more than 1 week in advance, as to not interfere with previous member bookings)
- (b) Reservations take preference over non-reservation participants.
- (c) No court will be reserved for more than two (2) hours, except for special events and league play.
- (d) The Tennis Association will monitor the reservation rules for violations of extended reservation time or multiple “prime time” bookings.
- (e) Courts may be reserved up to one week in advance for social play, with the exception of the scheduled open play times and the league home matches which may be booked in advance of each season in accordance with Section 8.1. The Tennis Association may book special events up to 6 months in advance.
- (f) Any court not in use within 15 minutes of the scheduled start time will be deemed open.

### **8.5 PRIME TIME TENNIS**

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

- (a) Court sign up for a subsequent “prime time” can only be made after completed play for the current prime time.
- (b) Doubles take scheduling preference over singles.

### **8.6 SCHEDULED OPEN PLAY TENNIS TIME**

Defined as: a two hour period within the “prime time” designed for all Heritage Ranch men and/or women to play tennis in a doubles format with equal playing time for all participants.

- (a) Times reserved for scheduled open play will be set by the Tennis Association and published in Heritage Ranch Newsletter as well as posted on the Tennis Association website.

- (b) One court will be available for homeowner reservation for "social tennis", including during reserved "scheduled open" play or league play times.
- (c) Should any court reserved for "scheduled open tennis" not be occupied by the "scheduled open tennis" players within 15 minutes after the beginning of the designated "scheduled open tennis" time, the court shall be deemed open.

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

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

## **ARTICLE IX OUTDOOR SWIMMING POOL**

### **9.1 POOL ACCESS**

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

### **9.2 GENERAL**

- (a) The Outdoor pool may be closed for special activities and functions at the discretion of the HOA Board or Management.
- (b) The Outdoor Pool has limited access for minor guests. Minor guest allocated swim times will be posted at the pool.
- (c) Guests must be accompanied by a Club Member. Club Members may have no more than 4 guests at the Outdoor Pool at one time.
- (d) Member's minor guests must be potty trained to enter the pool. No diapers or swim diapers are allowed in the pool.
- (e) Trash must be disposed of properly.

### **9.3 DRESS CODE**

Swimming – Only proper swimming attire is permitted in the pool area. Cutoffs are prohibited. Adults may wear street clothes with rubber soled shoes when they are present to supervise their guests. Golf shoes are not permitted in the pool area. Wet bathing suits are not permitted outside the pool area, with the exception of the bathrooms located next to the outdoor pool area. Bathing caps are optional. No golf clubs, golf balls or other non-swimming equipment is allowed in the pool area.

### **9.4 CHILDREN**

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

### **9.5 ILLNESS, MEDICAL CONDITIONS**

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

### **9.6 PROHIBITED ACTIVITIES**

- (a) Running, wrestling, pushing, dunking, “rough-housing” and towel-snapping are not permitted anywhere in the pool area, including the locker rooms.
- (b) Food and beverages may be consumed only in designated areas and may not be taken into the pool.
- (c) Excluding bottled water, all food and beverages consumed in the pool area must be purchased from the Club.
- (d) Gum chewing and tobacco are not permitted anywhere in the pool area.
- (e) All trash is to be placed in the containers provided.
- (f) Pets are not allowed in the pool.
- (g) Glass containers are not allowed inside the pool gates.
- (h) Pool gates cannot be propped open and must remain closed at all times.

### **9.7 SWIMMING RULES**

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

### **9.8 SUPERVISION OF PLAY**

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

## **ARTICLE X FOOD AND BEVERAGE**

### **10.1 SERVICE HOURS**

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

### **10.2 MEMBER RESTRICTIONS**

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

### **10.3 BANQUETS AND SPECIAL FUNCTIONS**

- (a) The Food and Beverage Director and/or Sales Manager should be contacted for information and reservations regarding banquets and special functions. All functions whether an outside event or a Member function will be posted in the Club’s newsletter, on the HOA Website or at the Club.
- (b) All member and non-member reservations for banquets and special functions require a signed contract and a deposit payment.
- (c) Available dates must be reserved as soon as possible, but no later than ten (10) working days prior to the available date.

- (d) The number of guests must be guaranteed three (3) working days before the function date.
- (e) The food and beverage staff will prepare five percent (5%) more than the guaranteed quantity in case of extra attendance. The hosting Member is required to pay the costs for the guaranteed quantity as well as the cost of any additional service rendered above this quantity. Payment must be made in full in cash or by check no later than the day of the function and may not be charged to a Member's account.

#### **10.4 LIQUOR**

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

#### **10.5 SUPERVISION OF FOOD AND BEVERAGE AREAS**

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

### **ARTICLE XI MISCELLANEOUS**

#### **11.1 BINDING EFFECT; INDEMNIFICATION**

In consideration of the rights and privileges of membership, each Club Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules and Regulations. Furthermore, each Club Member agrees to hold the Association of the Club, Club Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Club Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules and Regulations by the Club Member or his or her family or guests, any use of the Club by the Club Member or his or her family or guests, or any dispute arising in any manner from membership.

#### **11.2 RELEASE AND DISCLAIMER**

While using the Club or participating in Club events, whether at or off the Club, Club Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Association of the Club, Club Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Club Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Club Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Association of the Club, Club Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability

resulting from such use or engagement. Each Club Member agrees to release the Association of the Club, Club Management, the Manager and their employees and agents and waives any cause of action which a Club Member, or any one claiming by, or through said Club Member might now or hereafter have against said parties due to injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

Club Members are required to sign the *Recreational Amenities Use Agreement* prior to using any amenities provided at Heritage Ranch.

### **11.3 PERSONAL PROPERTY**

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

### **11.4 LIABILITY FOR DAMAGE OR INJURY**

- (a) Each Club Member is responsible for any damage to the Club or property caused by the Club Member, his or her family or guests, and such Club Member shall promptly reimburse Club Management for all costs and expenses incurred to repair or replace such damage to the facility or property.
- (b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Club Management shall be responsible for such injury or damage. In the event of such injury or damage, the Club Member shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.
- (c) Persons playing golf and/or using golf carts on the golf course are responsible for any injury which may result from their conduct. Neither the Association of the Club or Club Management shall be responsible for injuries which may result from errant balls or cart accidents or other conduct or persons using the golf course. In the event a Club Member causes such injury, the Club Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

### **11.5 RECOVERY OF DAMAGES OR DUES**

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

### **11.6 NO AGENCY**

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

### **11.7 ASSOCIATIONS**

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

### **11.8 ENTIRE AGREEMENT; AMENDMENT**

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

### **11.9 NOTICE**

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

### **11.10 WAIVER**

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

### **11.11 CUMULATIVE REMEDIES**

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

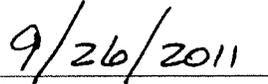
### **11.12 CONVEYANCE OF OWNER'S OR MANAGEMENT'S INTEREST**

Unless otherwise provided in the Declaration, the Association and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules and Regulations. Upon the conveyance, whether by

assignment, sale or other form of transfer of Association's or Club Management's interest in the Club and the operation thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and Regulations and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

Approved by the Heritage Ranch HOA Board of Directors September 26, 2011:

  
Charlie Henkle, President

  
Date

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

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

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

Date: \_\_\_\_\_

Club Number: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Member's Signature:

\_\_\_\_\_

(Print Name) \_\_\_\_\_

Alternate Member's Signature:

\_\_\_\_\_

(Print Name) \_\_\_\_\_

## APPENDIX 1

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

The Main Club Number is (972) 886-4700

The Golf Shop number for tee times is (972) 886-4700 ext. 106, or online bookings may be reserved at [www.heritageranchgolf.com](http://www.heritageranchgolf.com).

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

#### **Hours of Operation:**

##### **CORRAL GRILL**

- A. The hours of operation for the Corral Grill will be posted in the clubhouse, Club's newsletter or on the HOA Web site.
- B. The Corral Grill may be closed at other times for special activities and private parties.

##### **HERITAGE BALLROOM**

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

##### **LIBRARY**

- A. The Library will be open to Club Members and their accompanied guests from 7:00 AM to 10:00 PM year round.
- B. The Library may be reserved for HOA Fine Dining and other approved events; otherwise no food and beverage is permitted.

##### **ELM ARTS AND CRAFTS ROOM**

- A. The Elm Arts and Crafts Room will be open to Club Members and their accompanied guests from 7:00 AM to 10:00 PM year round.
- B. The Elm Arts and Crafts Room may be partitioned or closed for special activities and functions.

##### **OAK BILLARDS & CARD ROOM**

- A. The Oak Billiards & Card Room will be open to Club Members and their accompanied guests from 7:00 AM to 10:00 PM year round.
- B. The Oak Billiards & Card Room may be partitioned or closed for special activities and functions.

##### **THE OUTPOST**

- A. The Outpost will be open to Club Members and their guests from 7:00 AM to 10:00 PM.
- B. Food and Beverage service will be from 11 AM – 8 PM during daylight savings and 11 AM – 6 PM when daylight savings ends. Food & Beverage service hours are subject to change.
- C. The Outpost may be closed for special activities and functions.

**GOLF SHOP**

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

**INDOOR POOL**

The Indoor Pool will be open to Club Members and their accompanied guests 19 years of age and older from 7:00 AM to 10:00 PM year round, except for times reserved for classes or member activities

**OUTDOOR POOL**

- A. The Outdoor Pool will be open to Club Members and their accompanied guests 19 years of age and older from 7:00 AM to 10:00 PM in season. For guests 18 years of age and younger, the Outdoor Pool will be open for use as posted at the pool, in the Club's newsletter and on the HOA Web site.
- B. The Outdoor Pool may be closed for special activities and functions.

**TENNIS COURTS**

The Tennis Courts will be open year round from 6:30 A.M. to 10:00 P.M.

**FITNESS ROOM**

The Fitness Room will be open to Club Members and their accompanied guests 19 years of age and older from 6:00 AM to 10:00 PM year round.

**APPENDIX II**

**Heritage Ranch  
Fine Matrix<sup>1</sup>**

| <b>Offense</b>   | <b>CC&amp;R<br/>References</b>                     | <b>1st Fine</b> | <b>2nd Fine<sup>2</sup></b> | <b>3rd Fine<sup>2</sup></b> | <b>Fine for<br/>each<br/>additional<br/>violation<sup>2</sup></b> | <b>Notes</b>                 |
|--|--|-----------------|-----------------------------|-----------------------------|---|------------------------------|
| ARC Issues   | 9.6, .8,.14,.15,.17,<br>19,.21,.22,.23 &<br>Art 10 | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  |                              |
| Yard ornaments, exterior<br>sculptures, flag poles                                 | Design<br>Guidelines                               | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Age Restriction Violation under 50   | 3.2  | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  | And Straight to Legal        |
| Failure to Repair a Retaining Wall   | 6.9  | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  |                              |
| Residential Use Only   | 9.1  | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  |                              |
| Lot & Improvements Upkeep  | 9.2 & 9.3  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Lawn/Landscaping   | 9.4 & 9.5  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Nuisance   | 9.7  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Trash Cans   | 9.9  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Pets   | 9.10   |                 |                             |                             |   |                              |
| Commercial Purpose   |  | \$50.00         | \$100.00                    | \$150.00                    | \$150.00  |                              |
| Leash Required if off of Lot   |  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Defecation   |  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Objectionable/Nuisance/Danger  |  | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Signs  | 9.11   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Antennae   | 9.12   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Vehicle-Parking Overnight  | 9.13   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Vehicle-RV, Trailer, Boat  | 9.13   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Holiday Lighting   | 9.16   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Up Lighting  | 6.11   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  | Refer to Town of<br>Fairview |
| Improper Use of Lakes  | 9.18   | \$25.00         | \$50.00                     | \$100.00                    | \$100.00  |                              |
| Multi Family Occupancy   | 9.20   | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  |                              |
| Timesharing  | 9.24   | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  |                              |
| Soliciting   | 9.25   | \$50.00         | \$100.00                    | \$150.00                    | \$150.00  |                              |
| HOA Website Email<br>Communications  | 9.26   | \$50.00         | \$100.00                    | \$150.00                    | \$150.00  |                              |
| Underage Guests (exceeding 8wk<br>allowance)                                       | 3.2(b)(ii)   | \$150.00        | \$300.00                    | \$500.00                    | \$500.00  |                              |
| Golf Cart Violations   | 13.6   | \$50.00         | \$100.00                    | \$150.00                    | \$150.00  |                              |
| Failure to Register Golf Cart  | 13.6   | \$50.00         |                             |                             |   | Once per Year                |
| Rules & Regulations Violations (not<br>specifically addressed in fining<br>matrix) |  | \$25            | \$50                        | \$100                       | \$100   |                              |

<sup>1</sup>Maximum Fines that can be

<sup>2</sup>Subsequent Fines are in addition to previous fines

The HOA Board of Directors has the right to determine and levy a fine for any violation of the governing documents not specifically identified in this matrix.

## APPENDIX III



### ANNUAL GOLF PASS/TRAIL PASS & HERITAGE RANCH GOLF AND COUNTRY CLUB GOLF RULES

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

The golf course will be made available to all members of Heritage Ranch HOA. Members of the Heritage Ranch HOA will receive first priority in making golf tee time reservations in advance of the general public. The Board of Directors has the right to implement a tee time allotment for in season play.

#### 1. **Registration:**

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

#### 2. **Reservations:**

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

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

|                        |                    |
|------------------------|--------------------|
| Annual Golf Pass       | 10 days in advance |
| 36 and 24 round passes | 9 days in advance  |
| HOA and Ranch Club     | 8 days in advance  |
| General Public         | 7 days in advance  |

**Note:** Club Management reserves the right to make advance reservations up to 12 months in advance for group or tournament events with a signed contract and a ten percent (10%) non-refundable deposit. In addition, the Club will permit advance bookings on a limited basis for some select hotels, resorts and golf travel agency organizations.

- C. Golfers shall check in and register at the Golf Shop at least 10 minutes prior to their scheduled starting times, or shall be subject to losing their starting times.
- D. Pass holders shall notify the Golf Shop of all cancellations at least twenty-four hours prior to the scheduled starting time. Failure to so notify the Golf Shop may result in a cancellation fee being charged to the account of the responsible Golfer.
- E. The golf course may be reserved for Ladies' Play during one day each week and for Men's Play during one day each week. Other players will be accommodated during these times on a space available basis only.

### **3. HOA Annual Golf Pass**

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

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

#### **4. Tournaments and Clinics:**

- A. The Club reserves the right to make the golf course and practice range available for tournaments, clinics and other special events at which time use by non-participants may be restricted.
- B. Except during special events, only members of the golf professional staff are permitted to render golf instruction at the club. Lessons should be scheduled through the Golf Professional. Lessons not cancelled at least twenty-four hours in advance will be subject to charge.
- C. No golf tournaments of any kind or play by any group of five or more persons shall be permitted unless approved by the Golf Professional.
- D. Some Club golf tournament events may require HOA Members to have a U.S.G.A. approved handicap to be eligible to participate in the event. The Club encourages all HOA Golf Members to establish a golf handicap with the Club. There is a \$25.00 annual fee to establish and/or maintain a U.S.G.A. handicap.

#### **5. Equipment and Attire:**

- A. Every player must have a set of golf clubs. No sharing of golf clubs shall be permitted.
- B. Proper attire is required for all players on the course and practice range. Shirts with collars or mock neck, golf or walking shorts (Bermuda-length or a style specifically designed for golf), slacks and skirts (for women) are considered proper attire. Ladies' and girl's 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, sweatshirts, sweatpants and bathing suits.
- C. Only golf shoes with non-metal alternative cleats or other approved soft soled shoes shall be worn on the golf course and practice areas. Any shoes other than golf shoes must be approved by the Golf Shop. Shoes must be worn at all times.

#### **6. Golf Cart use:**

##### **PRIVATE GOLF CARTS:**

- A. The right to use a privately owned golf cart on the golf course is currently granted by the Club and is a non-assignable license and personal right. The Club may terminate this license and right at any time.
- B. Privately owned golf carts to be used on the golf course must be annually approved by the Director of Golf for appearance and for compliance with other standards as may be determined by the Club. All privately owned golf carts must be battery powered and be 4-wheeled vehicles.
- C. All private golf cart owners shall be required to sign a release of liability, which holds the Club harmless as a result of any loss or damage relating to the owner's operation of the golf cart. Each year, a HOA resident who owns a private golf cart and wishes to use it on the golf course shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy of the HOA resident with a combined single limit of at least \$100,000 per occurrence for bodily personal injury, including death and property damage coverage.
- D. A HOA resident using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the HOA resident or his or her guests, and the HOA resident shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf cars and any property of the Club.

- E. An annual trail fee for privately owned golf carts will be established and reviewed annually for any applicable fee adjustments by the club. The annual trail fee will be billed and is payable on an annual basis. The annual trail fee is non-refundable. The annual trail fee shall not be prorated, except in the first calendar year of residency a Member applies for private golf cart privileges.
- F. The annual trail fee must be paid before the cart is used on the golf course. The annual trail fee includes the HOA resident only.
- G. An identification number and a yearly decal will be issued for the golf cart when the release of liability, proof of liability insurance and payment are received. The identification number and yearly decal is to be placed on the driver side windshield of the golf cart.
- H. All other guests and residents who are not enrolled in the private cart program shall pay the current applicable golf cart rates when they ride in a private golf cart.
- I. Residents with private golf carts may ride with each other but may not loan their cart to other golfers. Private golf carts cannot be operated on the course without a paid trail fee or daily green fee.
- J. HOA residents paying the annual trail fee must check in at the golf shop prior to beginning play. Golf cart traffic on the golf course is restricted to eighteen and nine hole rounds of play. Starting times must be scheduled as provided herein.
- K. A maximum of two (2) riders and two (2) golf bags per golf cart is allowed. All golfers must pair up (2 per cart) at all times, unless special circumstances or conditions apply.
- L. No privately owned golf carts will be stored or recharged at the Club.
- M. When an HOA resident is no longer paying the annual trail fee for a private golf cart, he/she must register the cart and obtain a different cart sticker.
- N. HOA residents with private golf carts are required to ensure that only licensed drivers, who will operate the cart in a safe and prudent manner and in accordance with any and all government regulations, operate their private carts.
- O. Privately owned golf carts shall only be driven on the golf course when the golf course is open for play or when allowed for non-golf use.

**GENERAL GOLF CART RULES:**

- A. The use of golf carts on the golf course will be mandatory at all times for all players. Golf Carts shall be assigned at the Golf Shop at the time of registration. (Exception; walking is allowed for homeowners on a case by case basis). Drivers must read the operating instructions on the cart prior to usage and obey such instruction. No one is to operate a golf cart with a flat tire or any other mechanical failure that is apparent or observed.
- B. Only golf carts provided by the club or licensed to operate on club property will be permitted on the golf course.
- C. Cart rental fees are included in all green fees for Members and their guests unless waived by Club Management.
- D. Golf carts are restricted to use on the golf course and practice areas. No golf carts shall be removed from the club facilities at any time without prior approval of the Golf Professional.
- E. Golf carts shall be operated only by persons sixteen (16) years of age or older with a valid automobile driver's license.

- F. No more than two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
- G. Golf carts are always to be driven on the cart paths. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide golf carts. When necessary, golf carts may be driven to the golf ball only on a ninety-degree (90') angle from the cart path. Golf cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than ten (10) yards to any tee, green, bunker, or their respective shoulders. Golf cart traffic and directional signs must be obeyed at all times, except as it applies for medical flag holders.
- H. Golf carts are operated at the risk of the operator. The cost of repairing any damage to golf carts or the golf course resulting from improper operation will be charged to the resident in whose name the operator is playing at the time the damage occurs.
- I. Club owned golf carts are to be returned to the staging area. Under no circumstances shall a Member abandon a Club owned golf cart at his or her residence, or any other location on or off property other than the golf cart staging area.
- J. Violation of these golf cart rules may result in immediate suspension of playing privileges and ejection from the golf course.

#### **7. Golf Course Play:**

- A. Jogging, cycling and walking is permitted on designated trails only and on the golf course back nine before 8:30am and the front nine 90 minutes before sunset. **Fishing is permitted only on hole 2, west of the pump house and on hole #5 ninety (90) minutes before sunset.**
- B. Subject to subparagraph C below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes, unless permission to start elsewhere is obtained in advance from the Golf Shop. **Under no circumstances shall players start play from residences.**
- C. Club Management may direct players to begin on the second nine holes and thereafter play the first nine holes. Players may also be directed to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start.
- D. In the event that play is involuntarily discontinued due to weather or closing of the course by the Golf Professional staff, players will be issued a credit for golf charges paid for such rounds based on number of holes unfinished. The credit will be prorated accordingly.
- E. **Practice is restricted to designated practice areas only.** When practicing, members are to use the driving range and putting and chipping greens only. Under no circumstances are the regular tees, greens or fairways to be used as a practice area. No practice or second shots are permitted on the golf course at any time.
- F. **Ball hawking is not permitted on the course at any time.**
- G. No wading into water hazards or lakes shall be permitted. Balls may be retrieved only from banks of lakes and water hazards.
- H. When playing the course, each player may have only one (1) ball in play at all times, except when, pursuant to USGA Rules, a provisional ball is to be played.
- I. All players shall repair ball marks on greens, repair divots and rake smooth sand bunkers before moving to the next tee.

- J. All players are to maintain a reasonable rate of play, which is approximately 4 hours and 22 minutes for 18 holes. If unable to do so, players are expected to allow faster players to play through. If a slow playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal so instructs.
- K. No minor is permitted to play the golf course unless accompanied by an adult.
- L. Players stopping between nines must obtain permission from the Golf Shop to resume play.
- M. The rules of golf adopted by the United States Golf Association shall govern all play, except as modified by local rules.
- N. Players should observe the rules of golf etiquette as adopted by the United States Golf Association at all times.
- O. The Club will remain open year round on a weather-permitting basis. Please contact the golf shop for additional information.

#### **8. Playing Groups**

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

#### **9. Enforcement & Supervision**

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

**Home Owners Association of Heritage Ranch**  
**Policy Statement – Villa Roofing**  
**January 2, 2012**

There are one hundred twenty two (122) Villas and Villa owners contained within sixty one (61) buildings in Heritage Ranch. The HOA Board has no desire to see imminent and or significant water or other environmental damage to a Villa home caused by the inability to partially or completely replace the existing roof in a timely manner.

The HOA Board at its regularly scheduled meeting held on the above date has approved the following Policy Statement and Directive. A copy of this statement will be permanently placed in each Villa home file under the care of HOA management and available to home owners for future reference.

A Villa owner requiring the installation of a new roof on their home will **“make a reasonable attempt”** to contact the owner of the other side of the building to determine interest in reroofing the entire structure. If the other owner is not interested in reroofing or cannot be contacted the Architectural Review Committee is directed by the HOA Board to approve reroofing half a Villa building **“as long as the texture and color of the new roofing match the other side of the building as closely as possible”**.

Regarding the term **“Reasonable Attempt”** - Reasonable attempt shall be defined as a ten (10) day period of time. It shall be the Villa home owner’s responsibility to notify both HOA management personnel and the Architectural Review Committee in writing (email or other hard copy) that they have started this process.

In the cases where the owner of the other side of the building cannot be determined HOA management personnel are directed to supply owner contact information to the owner needing the new roof.

During this ten (10) day period of time the Villa home owner will be permitted to make immediate **“temporary”** repairs to the existing roof in order to eliminate or minimize damage to the home.

At any point in the 10 day period the owner needing the roofing feels they have done everything possible to either contact and or convince the owner of the other side to reroof the entire building they may proceed to the Architectural Review Committee for approval to reroof their half of the building under the guidelines listed in this document.

Exceptions to the **“Reasonable Attempt”** rule are as follows. This is not meant to be an all-inclusive list. There are many situations where exceptions will need to be granted and each will be reviewed on an individual basis by the Architectural Review Committee.

- Owner of the other side of the building is a mortgage company.
- Owner of the other side of the building is deceased, home is in an estate.
- Owner of the other side of the building is incarcerated.
- Owner of the other side of the building is out of the country/ state.
- Owner of the other side of the building is mentally incapacitated.
- The other side of the building has been sold and is in closing, new owner is unknown.

If new ridge line shingles are required across the entire building and only one side of the building is being re-roofed the owner of the side installing the new roof will be responsible for all associated costs.

Signed Charlie Herk Date 1/2/2012  
Board President



# 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".



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.

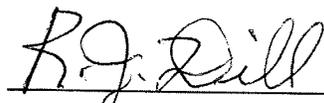
Approved by the Activities Committee

Frank Seestrom, Chairman                      December 14, 2009

Jim Dill, Chairman                                January 11, 2010

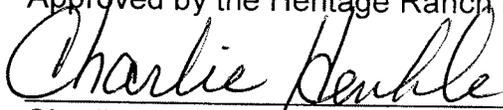
Version A -    Approved by the HOA Board, Jan. 21, 2010

Version B -    Approved by the HOA Board, Feb. 18, 2010

  
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 Jim Dill, Chairman

1/9/12  
~~December 12, 2011~~  
 JANUARY 9, 2012

Approved by the Heritage Ranch HOA Board of Directors:

  
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 Charlie Henkle, President

1/16/2012  
 Date

Filed and Recorded  
 Official Public Records  
 Stacey Kemp, County Clerk  
 Collin County, TEXAS  
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