

**SECOND AMENDMENT TO THE FOURTH SUPPLEMENT TO THE
NOTICES OF FILING OF DEDICATORY INSTRUMENTS
FOR HERITAGE RANCH**

[Covenant Enforcement Policy and Fining Schedule]

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

**THIS SECOND AMENDMENT TO THE FOURTH SUPPLEMENT TO THE
NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR HERITAGE RANCH**
(this "Second Amendment") is made this 19 day of December, 2023, by The
Homeowners Association of Heritage Ranch, Inc. (the "Association").

WITNESSETH:

WHEREAS, U.S. Home Corporation ("Declarant") prepared and recorded an instrument
entitled "First Amended and Restated Declaration of Covenants, Conditions and Restrictions for
Heritage Ranch" filed of record on or about March 15, 2001, and refiled on March 20, 2001, as
Instrument No. 2001-0029029, at Volume 04879, Page 01570 *et seq.*, of the Real Property Records
of Collin County, Texas, as amended and supplemented (the "Declaration"); and

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

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

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

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

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

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

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

WHEREAS, Exhibit A-40 to the Fourth Supplement contains the Association’s Fining Policy (the “2012 Fining Policy”); and

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

WHEREAS, on or about March 26, 2021, the Association filed a Sixth Supplement to the Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 20210326000604770 of the Real Property Records of Collin County, Texas (the “Sixth Supplement”); and

WHEREAS, on or about May 27, 2021, the Association filed a Seventh Supplement to the Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 202105270010757720 of the Real Property Records of Collin County, Texas (the “Seventh Supplement”); and

WHEREAS, on or about August 27, 2021, the Association filed a Notice of Filing for Heritage Ranch as Document No. 20210827001747540 of the Real Property Records of Collin County Texas (the “2021 Legislative Policies”); and

WHEREAS, on or about May 25, 2022, the Association filed an Eighth Supplement to the Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 2022000083379 of the Real Property Records of Collin County, Texas (the “Eighth Supplement”); and

WHEREAS, on or about November 1, 2022, the Association filed a Ninth Supplement to the Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 2022000159977 of the Real Property Records of Collin County, Texas (the “Ninth Supplement”); and

WHEREAS, on or about March 28, 2023, the Association filed a Tenth Supplement to the Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 2023000032314 of the Real Property Records of Collin County, Texas (the “Tenth Supplement”); and

WHEREAS, on or about August 22, 2023, the Association filed a [First] Amendment to Fourth Supplement to Notice of Filing of Dedicatory Instruments for Heritage Ranch as Document No. 2023000096503 of the Real Property Records of Collin County, Texas (the “First Amendment”); and

WHEREAS, the Association desires to again amend the Fourth Supplement by replacing the 2012 Fining Policy recorded as Exhibit A-40 thereto with the Covenant Enforcement Policy and Fining Schedule attached hereto as **Exhibit “A”** and incorporated herein by reference.

NOW, THEREFORE, the dedicatory instrument attached hereto as Exhibit "A" is a true and correct copy of the original and is hereby filed of record in the Real Property Records of Collin County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code.

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

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

By: Linda Soos
Name: Linda Soos
Title: Director of Operations

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Linda Soos, Director of Ops 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 19th day of December 2023.

Christi Trevino
Notary Public - State of Texas

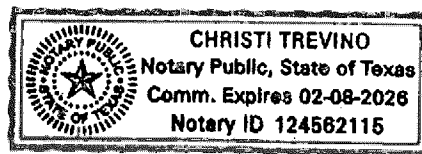


EXHIBIT "A"

Covenant Enforcement Policy and Fining Schedule

THE HOMEOWNERS ASSOCIATION OF HERITAGE RANCH, INC.

COVENANT ENFORCEMENT POLICY AND FINING SCHEDULE

(Section 209.0061 of the Texas Property Code Compliant)

WHEREAS, The Homeowners Association of Heritage Ranch, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Ranch (the "Declaration"), the Bylaws, any guidelines, any policies, and any rules and regulations adopted by the Board pursuant to the Declaration (collectively, the "Restrictions"); and

WHEREAS, pursuant to Article XV, Section 15.3 of the Declaration, the Association may levy fines, and the Board shall have the authority to adopt reasonable rules with regard to the levying of a fine and the procedures by which fines will be implemented; and

WHEREAS, the Board previously recorded a Fining Policy on or about January 30, 2012, as Document No. 20120130000100000 of the Real Property Records of Collin County, Texas (the "2012 Fining Policy"); and

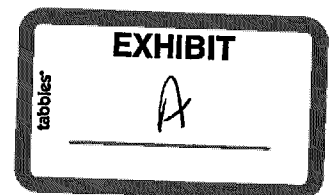
WHEREAS, in order to comply with Sections 209.006, 209.0061, and 209.007 of the Texas Residential Property Owners Protection Act (the "Act") the Board of Directors of the Association desires to replace the 2012 Fining Policy with the following policies and procedures for the enforcement of the restrictive covenants set forth in the Restrictions and for the levying of fines against violating owners.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Restrictions and for the elimination of violations of the Restrictions and the same are to be known as the "Covenant Enforcement Policy and Fining Schedule" (to be referred to herein as the "Enforcement Policy").

I

EXEMPTED ACTIONS/REMEDIES

This Enforcement Policy and the procedures herein do not apply if the Association files suit seeking a temporary restraining order or temporary injunctive relief, files suit to recover money damages, is seeking to recover unpaid assessments and/or is pursuing judicial or non-judicial foreclosure, is pursuing a self-help remedy, in the event the Association temporarily suspends an Owner's right to use the Common Area based upon a violation that occurred on the Common Area and involved a significant and immediate risk of harm to others in the community, or a counterclaim of the Association in a lawsuit brought against the Association by a property owner.



II **GENERALLY**

The steps and procedures contained in this Enforcement Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Restrictions; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the Restrictions or the Act. The procedures in this Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required by the Act.

The definitions contained in the Association's Restrictions are hereby incorporated herein by reference. For purposes of this Enforcement Policy, "Lot" shall have the same meaning as "Lot" as defined in Article I, Section 1.18 of the Declaration.

III **VIOLATION**

Any condition, conduct, use, activity, or improvement which does not comply with the provisions of the Restrictions shall constitute a "Violation" under this Policy for all purposes. A Violation is considered a threat to public health or safety if the Violation could materially affect the physical health or safety of an ordinary resident. A Violation is considered incurable if the Violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action. The following are examples of acts considered incurable for purposes of this Policy:

- a. shooting fireworks;
- b. an act constituting a threat to health or safety;
- c. a noise violation that is not ongoing;
- d. property damage, including the removal or alteration of landscape; and
- e. holding a garage sale or other event prohibited by the Restrictions.

The non-repetition of a one-time Violation or other Violation that is not ongoing is not considered an adequate remedy to the Association with respect to the enforcement of such Violation.

IV **OPTIONAL COURTESY NOTICE**

Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question written notice via regular first-class mail, email, or via postcard of the discovery of a Violation(s) (the "Courtesy Notice"). The Courtesy Notice will

give the Owner a deadline for correction or cure. The Board or its delegate may proceed immediately to the notice below and is not required to send this Courtesy Notice.

V
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 send the Owner of the Lot in question a written notice of the Violation(s) by verified mail at the Owner's last known address as shown on the Association's records as well as to any other address the Owner has used or provided to the Association or for which the Association believes to be connected to the Owner (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 Restrictions and/or this Enforcement Policy without notice to the Owner other than the Notice of Sanction/Fine described below. A Notice of Violation is also not required if the Act does not require it. The Notice of Violation, if required, will provide, as applicable, the following:

1. Describe the Violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
2. Inform the Owner that the Owner:
 - a. is entitled to a reasonable period to cure the Violation and avoid the fine or suspension if the Violation is of a curable nature and does not pose a threat to public health or safety,
 - b. may request a hearing under Section 209.007 on or before the 30th day after the date the Notice of Violation was mailed to the Owner; and
 - c. may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), if the owner is serving on active military duty.
3. Specify the date by which the Owner must cure the violation if the violation is of a curable nature and does not pose a threat to public health or safety; and
4. Notify the Owner that if a curable Violation is not corrected or eliminated within the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before the 30th day after the date of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

VI **OWNER'S RIGHT TO REQUEST A HEARING**

If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before the Board. However, Owners do not have a right to request a hearing if (i) the Owner is not entitled to an opportunity to cure the violation; (ii) if the Association files a suit seeking a temporary restraining order or temporary injunctive relief or files a suit that includes foreclosure as a cause of action; or (iii) the Association temporarily suspends a person's right to use common areas if the temporary suspension is the result of a violation that occurred in a common area and involved a significant and immediate risk of harm to others in the subdivision.

If the Owner is entitled to a hearing and timely requests such hearing, the Association will hold the hearing not later than the 30th day after the date the Board receives the Owner's written request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The Board or Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.

The Owner or the Association may make an audio recording of the meeting.

Not later than ten (10) days before the Association holds a hearing hereunder, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the ten-day period, the Owner is entitled to an automatic 15-day postponement of the hearing.

During the hearing, a Board member or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute.

VII **REFERRAL TO LEGAL COUNSEL**

Where a Violation is determined or deemed 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, filing a notice of violation or non-compliance against the Lot in the real property records, seeking injunctive relief against the Owner to correct or otherwise abate the Violation, and/or filing suit to collect fines and/or costs incurred to cure Violations or repair property damage. Attorney's fees and all costs incurred by the Association in enforcing the Restrictions and administering this Enforcement Policy shall become the personal obligation of the Owner. Fines may be levied as Special Individual Assessments pursuant to Article V, Section 5.1(a) of the Declaration and are secured by the Association's assessment lien as further provided in Article V of the Declaration.

VIII
CATEGORIES OF VIOLATIONS AND SCHEDULE OF FINES

The Board of Directors has established a list of the general categories of restrictive covenants for which the Association may assess fines for violation of the covenants and the schedule of fines for each such category. These categories and schedules are attached hereto as **Exhibit A**.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on December 15, 2023, and has not been modified, rescinded or revoked.

DATE: 12/15/2023



President / Secretary

EXHIBIT A

SCHEDULE OF FINES

The Board reserves the right to vary from this fine schedule on a case-by-case basis depending on the nature and severity of any Violation. An Owner's conduct may violate more than one provision of the Association's governing documents in which case the Association may levy a fine for each category of Violation. Initial Fines, 2nd Fines and Additional Fines may double for repeat offenders of the same or similar Violation.

Subject to the provisions of this Enforcement Policy and/or the Restrictions, the general categories of Violations and the schedule of fines for those Violations shall be as follows:

<u>VIOLATION TYPE</u>	<u>REFERENCE</u>	<u>1st FINE</u>	<u>2ND FINE</u>	<u>3RD FINE</u>	<u>ADDITIONAL FINES</u>
Yard Ornaments, Exterior Sculptures, Flag Poles, energy conservation, composting, plant/landscape materials, generators, patios, lightning protection,	Article 10 of the Declaration and the Design Guidelines	\$50	\$100	\$150	\$150
Architectural Review Issues	Article X of the Declaration	\$150	\$300	\$500	\$500
Age Restriction Violation - under 50 /under 19	Article III, Section 3.2 of the Declaration	\$150	\$300	\$500	\$500
Failure to Maintain – Retaining Walls and Irrigation Systems	Article VI, Section 6.9 of the Declaration	\$200	\$400	\$500	\$500
Residential Use	Article IX, Section 9.1 of the Declaration	\$150	\$300	\$500	\$500

<u>VIOLATION TYPE</u>	<u>REFERENCE</u>	<u>1st FINE</u>	<u>2ND FINE</u>	<u>3RD FINE</u>	<u>ADDITIONAL FINES</u>
Lot Improvements, Upkeep, Lawns & Landscaping	Article IX, Sections 9.2-9.5 of the Declaration	\$50	\$100	\$200	\$200
Nuisance	Article IX, Section 9.7 of the Declaration	\$50	\$100	\$200	\$200
Trash Cans	Article IX, Section 9.9 of the Declaration	\$25	\$50	\$100	\$100
Pets - barking, commercial purpose, leash requirements, defecation, nuisance	Article IX, Section 9.10 of the Declaration	\$50	\$100	\$150	\$150
Pets - Danger/Attack	Article IX, Section 9.10 of the Declaration	\$150	\$300	\$500	\$500
Signs	Article IX, Section 9.11 of the Declaration, Design Guidelines	\$50	\$100	\$150	\$150
Antennae	Article IX, Section 9.12 of the Declaration, Design Guidelines	\$50	\$100	\$150	\$150
Vehicle Parking Overnight Member/Guest	Article IX, Section 9.13 of the Declaration	\$50	\$100	\$150	\$150
Vehicle - RV, Trailer, Boat	Article IX, Section 9.13 of the Declaration	\$50	\$100	\$150	\$150

<u>VIOLATION TYPE</u>	<u>REFERENCE</u>	<u>1st FINE</u>	<u>2ND FINE</u>	<u>3RD FINE</u>	<u>ADDITIONAL FINES</u>
Lighting - Holiday, Landscape and Uplighting	Article VI, Section 6.11 and Article IX, Section 9.16 of the Declaration, Design Guidelines	\$50	\$100	\$150	\$150
Improper Use of Lakes	Article IX, Section 9.18 of the Declaration	\$25	\$50	\$100	\$100
Multi-Family Occupancy	Article IX, Section 9.20 of the Declaration	\$50	\$100	\$150	\$150
Time-Share/Short-Term Rental	Article IX, Section 9.24 and 9.27 of the Declaration	\$200	\$400	\$500	\$500
Soliciting	Article IX, Section 9.25 of the Declaration	\$50	\$100	\$150	\$150
Website Email Communications	Article IX, Section 9.26 of the Declaration	\$50	\$100	\$150	\$150
Golf Cart Violations	Article XIII, Section 13.6 of the Declaration	\$50	\$100	\$150	\$150
Failure to Register Golf Cart	Article XIII, Section 13.6 of the Declaration	\$50	\$100	\$150	\$150
Other Use and ARC Restrictions not specifically addressed above	Articles IX and X of the Declaration	\$50	\$100	\$150	\$150

<u>VIOLATION TYPE</u>	<u>REFERENCE</u>	<u>1st FINE</u>	<u>2ND FINE</u>	<u>3RD FINE</u>	<u>ADDITIONAL FINES</u>
Uncurable Violations - Speeding, Estate/Garage Sales, Drones, Fireworks, Damage to Common Area Property, etc.	Various	\$150	\$300	\$500	\$500

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

Instrument Number: 2023000145520

eRecording - Real Property

HOMEOWNERS ASSOC DOCS

Recorded On: December 21, 2023 02:32 PM

Number of Pages: 14

" Examined and Charged as Follows: "

Total Recording: \$74.00

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

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023000145520
Receipt Number: 20231221000404
Recorded Date/Time: December 21, 2023 02:32 PM
User: Jennifer W
Station: Station 3

Record and Return To:

Simplifile



**STATE OF TEXAS
COUNTY OF COLLIN**

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

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX