

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

The undersigned, being the Authorized Representative of Property Owners Association of Legends Ranch, a property owners' association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements those certain instruments entitled "Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instrument for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instrument for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instrument for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instrument for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instrument for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch", "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch" and "Supplemental Notice of Dedicatory Instruments for Property Owners Association of Legends Ranch" respectively filed of record in the Official Public Records of Montgomery County, Texas under County Clerk's File Nos. 2003-068209, 2006-124689, 2008-017077, 2011088313, 2011114542, 2012041272, 2013073900, 2014123008, 2015015046, 2015050281, 2015101303, 2016001185, 2016021193 and 2016067484 ("Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

Certificate of President of Property Owners Association of Legends Ranch regarding Board Resolution adopting Property Owners Association of Legends Ranch's Pool Rules.

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

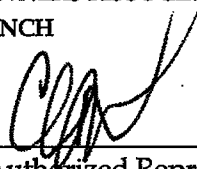
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This Supplemental Notice is being recorded in the Official Public Records of Real Property of Montgomery County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Supplemental Notice is a true and correct copy of the original.

Executed on this 26th day of July, 2017.

**PROPERTY OWNERS ASSOCIATION OF
LEGENDS RANCH**

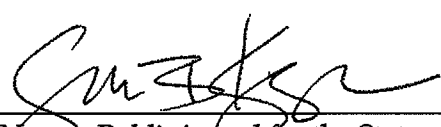
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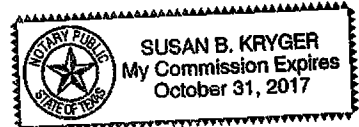
Cliff Davis, Authorized Representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 26th day of July, 2017 personally appeared Cliff Davis, Authorized Representative of Property Owners Association of Legends Ranch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Notary Public in and for the State of Texas



CERTIFICATE OF PRESIDENT
of
PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH
regarding
BOARD RESOLUTION
adopting
PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH'S POOL RULES

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I, Kenneth R. Brown, President of Property Owners Association of Legends Ranch (the "**Association**"), do hereby certify that at a meeting of the Association's Board of Directors (the "**Board**") duly called and held on the 19 day of July, 2017, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

I. **Recitals**

1. Pursuant to the Declaration of Covenants, Conditions and Restrictions for Legends Ranch, Section One (1), A Subdivision in Montgomery County, Texas (the "**Declaration**"), filed of record on June 04, 2003, Instrument No. 2003-063882, Official Public Records of Real Property of Montgomery County, Texas, and all amendments and supplements thereto, the Association is vested with the authority and jurisdiction to implement rules and regulations; and

2. The Board of Directors of the Association desires to adopt the Property Owners Association of Legends Ranch Pool Rules (the "**Rules**") (attached hereto as Exhibit "A") relating to the use of the Association's pool by Legends Ranch's residents, children and guests.

I hereby certify that I am the duly elected, qualified and acting President of the Property Owners Association of Legends Ranch and that the foregoing Resolution adopting the Property Owners Association of Legends Ranch Pool Rules was approved as set forth above and now appears in the books and records of the Association.

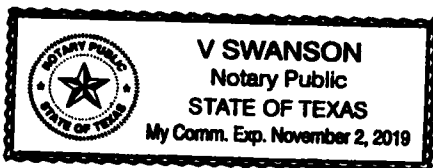
TO CERTIFY which witness my hand this the 19th day of July, 2017.

PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH

By: *[Signature]*
President

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned notary public, on this 19th day of July, 2017 personally appeared Kenneth R. Brown President of Property Owners Association of Legends Ranch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

Exhibit A

PROPERTY OWNERS ASSOCIATION OF LEGENDS RANCH
POOL RULES

1. **COMPLIANCE**

Owner Responsibility. Each Owner shall comply with the provisions of these Rules, as same may be amended and/or supplemented from time to time. Additionally, each Owner shall be responsible for compliance with these Rules by his/her occupants or tenants and his/her family members, invitees, tenants, subtenants, agents, employees, or contractors (collectively, "Guests"). If a Rule requires, prohibits or permits conduct by an Owner, each of those Rules shall be deemed to apply to all persons for whom an Owner is responsible, including but not limited to Guests. Use of the term "Owner" in these Rules shall be deemed to include and apply to all Co-Owners of a Lot, who shall be jointly and severally responsible for compliance with these Rules. An Owner should contact the Association's management company ("Manager") if he or she has a question concerning these Rules.

Additional Rules. Each Owner shall comply with all rules and signs posted from time to time within the community pools located at 2801 Legends Ranch Drive, Spring, Texas 77386 ("Clubhouse Pool") and 30211 Legends Ridge Drive, Spring, Texas 77386 ("Splashpad Pool") (collectively referred to as "Pool"), pool facilities ("Facilities") and surrounding areas (collectively, the "Pool Area"), including those regulating the use of the Pool Area. Each Owner shall comply with notices communicated by the Manager or Board, from time to time, in the nature of seasonal or temporary rules. Each Owner must comply with the notices, rules and temporary rules that may be posted on the entry to the Pool from time to time ("Posted Rules and the Temporary Rules"). The Posted Rules and the Temporary Rules are incorporated into these Rules by reference. A copy of the Posted Rules and the Temporary Rules is attached as Exhibit "1".

Right to Enforce. The Association and Manager have the right to enforce these Rules against any Owner and his/her family members, invitees, guests, tenants and their invitees and/or guests. Moreover, any lifeguard on duty shall have the authority to enforce all Rules established herein.

Emergency. Notwithstanding anything in these Rules to the contrary, the Board shall have the right, without the obligation, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of Owners, and other persons on or near the Pool and to prevent damage or destruction of the Pool.

2. **USE**

Members. Use of the pool is restricted to Owners and their Guests.

Risk. All persons using the Pool do so at their own risk, unless there is a lifeguard on duty. There is always a risk of personal injury when using the Pool. Please read and observe all warning signs located in the Pool Area. The Association is not responsible for accidents, injury or loss. All children under fourteen (14) years of age must be accompanied by an

adult while in the Pool Area. Each Owner and occupant must be considerate of the other Owners and occupants in the matter of inviting Guests to use the Pool since the Owners and occupants have first consideration as to the use of the Pool. No Owner or occupant shall invite more than four (4) guests per Lot without the prior approval of the Association. Guests are not permitted unless the Owner or occupant who has invited the Guest is with them at the Pool.

Indemnity. Each Owner or Occupant shall be deemed to have indemnified and agreed to hold harmless the Board and the Association from and against any loss, claim, or liability of any kind or character whatever resulting from his or her use and/or their Guests' use of the Pool.

Health. For the protection of each Owner and Guest, anyone with an infectious disease, sore or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind, cannot use the Pool. No non-swim diapers are allowed to be worn in the Pool. Pets are forbidden in and around the Pool unless otherwise approved in writing by the Association.

3. OWNER OBLIGATIONS

Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's Guests, and any person using the Pool to whom the Owner has a duty of due care, control, or custody.

Damage. Each Owner is responsible for any loss or damage to his or her personal property, the personal property of other individuals using the Pool, if such loss or damage is caused by the Owner, Guest or other person for whom the Owner is responsible. The Association is not responsible or liable in any way for any damage or loss incurred while using the Pool.

Reimbursement for Enforcement. An Owner shall promptly reimburse the Association for any expenses incurred by the Association to enforce these Rules against such Owner, Guest or other persons for whom the Owner is responsible.

Reimbursement for Loss and Damages. An Owner shall promptly reimburse the Association for the cost of any loss or damage to the Pool caused by the negligence or willful misconduct of the Owner, Guest, or other persons for whom the Owner is responsible.

4. OCCUPANCY STANDARDS

Number. Notwithstanding anything to the contrary herein, an Owner is limited to four (4) Guests per Lot, unless otherwise approved in writing by the Association.

Minors. No person under the age of fourteen (14) may use the Pool unless accompanied by an adult. An Owner must provide satisfactory proof of the ages and relationships among the Guests of such Owner upon request of the Association. Minors fourteen (14) years of age or older may use the Pool without a parent or guardian, provided they have a high school or state issued picture identification.

Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

Guests. Except for tenants under leases, a non-Owner may not use the Pool unless accompanied at all times by an Owner. Each Owner agrees to assume all responsibility for the care and well-being of such Owner's Guest or invitee relating to the use of the Pool. The right of an Owner to share the use of the Pool with such Owner's Guests or invitees is subject to immediate suspension by the Board if these Rules are violated.

Number of Guests. Unless authorized by the Association or the Board, the Owners of a Lot, collectively, at any one time, may not have more than four (4) individuals in the aggregate (in addition to the Owner(s)) at any one time at the Pool.

5. **POOL ETIQUETTE**

Courtesy. Each Owner and Guest shall endeavor to use the Pool in a manner calculated to respect the rights and privileges of other Owners and Guests.

Annoyance. The Pool shall not be used in any way that may reasonably be considered annoying to Owners and Guests, or that may endanger the health or safety of other Owners and Guests or violate any law or any provision of the Dedicatory Instruments (as defined in the Texas Property Code). Each Owner and Guest shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners and Guests, or the Association's employees and agents.

6. **GENERAL AMENITY RULES**

Hours. The Pool shall be open during the hours established from time to time by the Association. The Clubhouse Pool is available Tuesday thru Sunday from 12:00 noon to 8:00 p.m., CST, unless otherwise indicated by the Association. The Splashpad Pool is available Wednesday thru Monday from 10:00 a.m. to 8:00 p.m., CST, unless otherwise indicated by the Association.

Swim at Your Own Risk ("SAYOR") pool hours are available year round for the Clubhouse Pool only subject to the Owner signing a waiver with the Association. The Clubhouse Pool is available Tuesday thru Sunday from 5:00 a.m. to 8:00 p.m., CST, subject to any lifeguard safety breaks, unless otherwise indicated by the Association.

The Board may, in its sole and absolute discretion, amend the hours of access to the Pool, as well as restrict the use thereof. The use of all Facilities is subject to compliance with these Rules and any other Posted Rules at the Pool. Persons using the Facilities must, at all times, respect the rights and privileges of others using the Pool.

Pool. All persons using the Pool do so at their own risk. There is always a risk of personal injury when using the Pool and Pool Area. The Association disclaims any responsibility for accidents, injuries and/or property damage/loss. Running in the Pool Area is strictly

prohibited.

Compliance With Law. Owners and Guest may not use the Pool for unlawful activities. Each Owner and Guest shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of the County of Montgomery, Texas. An Owner or Guest who violates this provision shall hold the Association and other Owners harmless from all fines, penalties, costs, and prosecutions for such person's violation or noncompliance.

Disturbance. Profanity, horseplay, running, skating, riding bikes and skateboards, riding toys, scuffling or harassment of other swimmers is not permitted in the Pool Area. Only unbreakable containers are allowed in the Pool Area, and no glass is permitted. If the Pool is drained and cleaned as a result of any glass breaking in the Pool Area, the expense will be charged to the offending Owner or Guest.

Animals Prohibited. Other than assistance animals exempted by law, no animals or pets are permitted in the Pool at any time.

Smoking Policy. Smoking shall not be permitted in the Pool Area, except in such areas as may be clearly designated from time to time for smoking by the Board. Any person smoking in any such designated area shall pick up all waste generated thereby and dispose of it in an appropriate manner.

Food. Food and beverages in permitted containers are permitted inside the fenced areas around the Pool Area. Food is not allowed in the Pool. Owners are responsible for any costs related to clean-up caused by the Owner and his/her Guests.

7. FINES AND PENALTIES

Each Owner and Tenant shall comply with these Rules, as may be amended from time to time. Failure of an Owner or Tenant to comply shall be ground for action, which may include without limitation, an action to recover sums due for damages, fines, injunctive relief, any other remedy provided for in the Dedicatory Instruments or at law, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board, the Board, in compliance with the Association's Fining Policy, may impose a fine/fines upon an Owner for failure of an Owner or his/her family, guests, invitees, lessees or employees, to comply with any rule set forth herein.

Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

Suspension. Any individual who has committed an offense of these Rules is subject to suspension of his/her right to use the Pool, as determined by the Board in its sole and absolute discretion.

Exhibit 1

1. Use of this pool is restricted to Members of the Legends Ranch P.O.A. in good standing & their non-resident guests. There is a limit of four (4) guests per lot to enter the pool area.
2. Children under the age of 14 years are not allowed in the pool area unless accompanied by a responsible adult at least 18 years of age.
3. The baby pool and splash pad are for non-swimmers only. Non-swimmers in the baby pool and splash pad must be supervised by an adult.
4. Incontinent swimmers and swimmers who are not toilet trained must use diapers specifically designed for swimming when in the pool or baby pool area and caregivers should check swim diapers frequently. Such diapers MUST be changed in the restrooms only.
5. Swimmers must wear proper swimwear. No cutoffs or oversized shirts will be allowed.
6. Persons with open sores or wounds are prohibited from using the pools. Persons with diagnosed, waterborne, communicable diseases are prohibited from using the pools.
7. No pets allowed in the pool area unless authorized by the Association, pool management staff or lifeguard.
8. Only small flotation devices are allowed in the pool (at the lifeguard's discretion). No diving in the pool.
9. No smoking is allowed in the pool area.
10. No glass containers or alcoholic beverages are permitted in the pool area. Intoxication, obscene language & loud music will not be tolerated.
11. No food is allowed in the pool.
12. The Association, its agents, and lifeguards are not responsible for loss or damage of any personal property of any kind.
13. We have a zero tolerance policy. If you do not obey the rules you will be asked to leave the premises. Other rules may be enforced as deemed necessary by the pool management staff & lifeguards on duty.
14. No running, speed walking, skipping, horseplay, diving, flips or other dangerous activities are allowed in the pool area.
15. No trespassing when facility is closed.
16. These rules are subject to change at any time without notice.

*NO PARTIES WILL BE PERMITTED WITHOUT PRIOR APPROVAL/RESERVATIONS,
FOR RENTAL OF THESE FACILITIES
PLEASE CONTACT THE ONSITE OFFICES*

E-FILED FOR RECORD

07/26/2017 02:18PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

07/26/2017



County Clerk
Montgomery County, Texas