

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS  
*for*  
THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HAYS         §

The undersigned, being the authorized representative of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code, hereby supplements instruments entitled "Notice of Dedicatory Instruments for The Polo Club at Rooster Springs Home Owners Association" recorded under Clerk's File No. 24036245, of the Official Public Records of Real Property of Hays County, Texas (the "Notice") was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

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

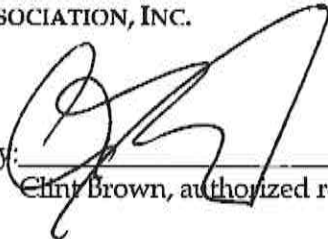
- **Amendment to the Amended and Restated Bylaws of The Polo Club at Rooster Springs Home Owners Association, Inc.**
- **Security Measures Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **Architectural Committee Candidate Solicitation Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **Records Retention Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **Payment Plan Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **Open Records Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **Governing Documents Enforcement and Fine Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **The Polo Club at Rooster Springs Homeowners Association, Inc. [Common Area Policy].**
- **Collection Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **Bid Solicitation Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**
- **209 Hearing Policy for The Polo Club at Rooster Springs Homeowners Association, Inc.**

True and correct copies of such Dedicatory Instruments are attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Hays County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

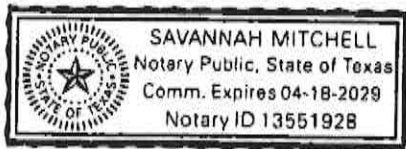
Executed on this 21<sup>st</sup> day of May, 2026.

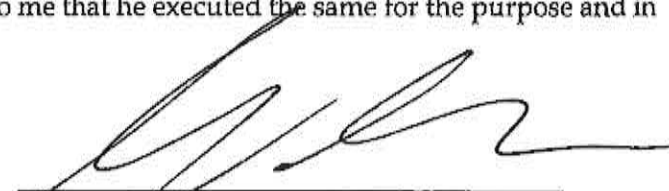
THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

By:  \_\_\_\_\_  
Clint Brown, authorized representative

THE STATE OF TEXAS     §  
  §  
COUNTY OF TRAVIS     §

BEFORE ME, the undersigned notary public, on this 21<sup>st</sup> day of May, 2026 personally appeared Clint Brown, authorized representative of The Polo Club at Rooster Springs Home Owners Association, Inc., 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

**209 HEARING POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
   §  
 COUNTY OF HAYS         §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Amended & Restated 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. The property encumbered by this 209 Hearing Policy is that property restricted by the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Polo Club at Rooster Springs recorded in Volume 3246, Page 685 *et seq.*, in the Official Public Records of Real Property of Hays County, Texas, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article IX, Section 9.05(A) of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).
3. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.
4. The Board desires to adopt a 209 Hearing Policy that is consistent with Sections 209.006, 209.007 and 209.00506 of the Code and applicable provisions in the Dedicatory Instruments.
5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

## BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

### I.

#### Definitions

- A. "AC" means the Association's Architectural Committee and the architectural review authority, as defined by Section 209.00505 of the Code. Except during the development period, or any period in which the declarant appoints at least a majority of the AC members or has the authority to veto or modify a decision of the AC, or if the Association consists of 40 or less lots, a person may not be appointed or elected to serve on the AC if the person is:
- a. A current board member;
  - b. A current board member's spouse; or
  - c. A person residing in a current board member's household.

However, if a vacancy remains on the AC after each person eligible under §209.00506(c) who timely notifies the Association in accordance with §209.00507 is appointed or elected to the AC, the Association may appoint any person to fill the vacancy, including a person not otherwise eligible under §209.00506(c).

- B. "AC Notice" means the notice of AC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedictory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

### II.

#### Rules Applicable to All Hearings

- A. The Board Hearing shall be held no later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where 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. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that 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. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

### III.

#### Additional Rules Applicable to Hearings in Connection with Denial of an AC Application

- A. In accordance with Section 209.00505(d) of the Code, a decision by the AC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An AC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The AC Notice must:
  - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
  - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30<sup>th</sup>) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the AC in the notice provided to the Owner under Section 209.00505(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the AC as consistent with the Association's Dedicatory Instruments.

### IV.

#### Additional Rules Applicable to Other Hearings


- A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:

- a. the levying of fines for violations of the Dedicatory Instruments;
  - b. suspension of an Owner's right to use the Common Areas;
  - c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
  - d. charging an Owner for property damage; or
  - e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Amended & Restated 209 Hearing Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

TO CERTIFY, WITNESS MY HAND this the 4 day of May, 2026.

**THE POLO CLUB AT ROOSTER  
SPRINGS HOME OWNERS  
ASSOCIATION, INC.**

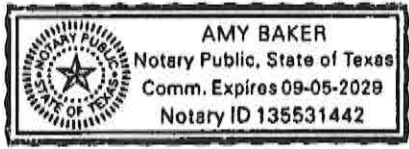
By: 

Printed: Tracie Johnson

Its: President

THE STATE OF TEXAS    §  
   §  
COUNTY OF Travis    §

BEFORE ME, the undersigned notary public, on this 6 day of May, 2026, personally appeared Traise Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Amy Baker  
Notary Public in and for the State of Texas

OPEN RECORDS POLICY  
for  
THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

THE STATE OF TEXAS       §  
  §  
COUNTY OF HAYS         §

I, Tracie Johnson President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to amend Section 209.005 to set forth open records procedures and to require property owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.
2. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 209.005 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "Owner's Representative") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:
  - a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 209.004 of the Texas Property Code;
  - b. describe with sufficient detail the books and records of the Association that are requested; and
  - c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.
2. **Election to Inspect.** If an inspection is requested, the Association must send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10<sup>th</sup>) business day after the date the Association receives

the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association receives the request, the Association must provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10<sup>th</sup>) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15<sup>th</sup>) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association must produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic, or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("Section 70.3"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page

\* No labor will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue prints and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

- 10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit a final invoice to the Owner on or before the thirtieth (30<sup>th</sup>) business day after the date the requested books and records are delivered.
- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30<sup>th</sup>) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. **Books and Records Not Required to be Produced.**

- 11.1. Unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
- a. identify the history of violations of dedicatory instruments of an individual Owner;

- b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
  - c. disclose an Owner's contact information, other than the Owner's address; or
  - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. The Association is also not required to release or allow inspection of ballots cast in an election or removal of Directors, except as required by a recount procedure in accordance with Section 209.0057 of the Texas Property Code.
- 11.3. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. **Business Day.** As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

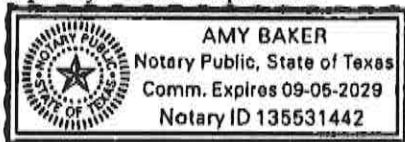
I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

By: *[Signature]*  
 Print: Tracie Johnson  
 Its: President

THE STATE OF TEXAS     §  
   §  
 COUNTY OF Travis     §

BEFORE ME, the undersigned notary public, on this 6 day of May, 2026 personally appeared Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



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

**GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HAYS         §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Governing Documents Enforcement and Fine Policy ("Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. Article IX, Section 9.05(A), of the Declaration authorizes the Association to enforce all covenants, conditions and restrictions set forth in the Declaration.
2. Article IX, Section 9.05(A) of the Declaration also authorizes the Association to levy fines against an Owner for violations of the Governing Documents, subject to compliance with notice requirements imposed by law.
3. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
4. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the other Governing Documents of the Association consistent with Section 209.006 of the Texas Property Code.
5. This Policy supersedes and replaces any previously recorded fine and enforcement policy.

**WITNESSETH:**

It is the policy of the Association to enforce its Governing Documents (as defined herein) as provided below.

**Section 1. Definitions.**

Capitalized terms used in this Policy have the following meanings:

- 1.1. **Declaration** - The "Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Polo Club at Rooster Springs," recorded in Document No. 70026796 of the Official Public Records of Real Property of Hays County, Texas, as amended and supplemented.
- 1.3. **Governing Documents** - Each document governing the establishment, maintenance or operation of the properties within the Community, as more particularly defined in Section 202.001(1) of the Texas Property Code.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declaration.

**Section 2. Types of Violations.** Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1. **Curable Violations** - By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2. **Uncurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;
- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** - Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is uncurable *and/or* poses a threat to public health or safety. If there is

reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy will not be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

**Section 3. Enforcement – Curable Violations That Do Not Pose a Threat to Public Health or Safety.** If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter (Optional)** - Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter (Optional)** - After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, or as the initial notice, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed or other enforcement action may be initiated.

3.3. **Demand Letter** - Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations

on the Owner's Lot, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** – The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the enforcement action, suspension, charge or fine;
- c. a specific date, which must be a reasonable period given the nature of the violation, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- e. notice that the Owner 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.

3.5. **Hearing Requested** – If a hearing is properly requested by the Owner, the hearing will be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

3.6 **Hearing Packet** – The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

3.7 **Conducting the Hearing** – During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled

to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative. Additional information regarding the hearing process may be found in the Association's 209 Hearing Policy.

3.8. **Hearing Not Requested** - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.9. **Remedies** - The Owner is liable for, and the Association may collect reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, as provided in Section 6, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

**Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.** Upon initial verification of an uncurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter must be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the enforcement action, suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30<sup>th</sup> day after the date the notice was mailed to the Owner; and
- c. notice that Owner 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.

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30<sup>th</sup> day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10<sup>th</sup> day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties. The hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic hearing shall be the "place" of the hearing for purposes of the notice.

4.3. **Hearing Packet** - The Board shall include with the hearing notice, a hearing packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the hearing. If the Board fails to provide the hearing packet to the Owner at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

4.4. **Conducting the Hearing** - During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative. Additional information regarding the hearing process may be found in the Association's 209 Hearing Policy.

4.5. **Remedies** - Regardless of whether the Owner requests a hearing, fines, suspension of the right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Area may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

**Section 5. Subsequent Violation.** If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or a similar violation. The Association may impose fines or suspend the Owner's right to use the Common Area without first sending another demand for compliance.

**Section 6. Fines.** Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing this Policy in the applicable county records and in accordance with Section 209.0061 of the Texas Property Code, or its successor statute, impose reasonable monetary fines against an Owner in accordance with the below schedule until the violation is cured if of a curable nature. Fines may be assessed for any violation of the Governing Documents, including but not limited to architectural violations, violations for using a lot in a prohibited manner, failure to take required action, and failure to maintain a lot or the structures thereon.

Pursuant to Section 202.008 of the Texas Property Code, no fines may be levied against an Owner for a violation of the Governing Documents that requires the Owner to plant or install grass or turf or maintain green vegetation or turf or prohibits discolored or brown vegetation on the Owner's Lot (1) during a period when the Owner's Lot is subject to a residential water restriction under which discolored or brown vegetation or turf could reasonably result; and (2) before the 60th day after the date an applicable residential watering restriction is lifted as defined in Section 202.008 of the Texas Property Code.

Pursuant to Section 209.0061 of the Texas Property Code, below is a schedule of fines for each general category of violation for which the Association may assess fines:

**Curable Violations**

Notice	Time to Cure (estimate)	Fine Amount if not Cured
Courtesy Notice (if sent)	30 days	No Charge
1 <sup>st</sup> Notice (Chapter 209 - Demand Letter)	30 days	\$100.00
2 <sup>nd</sup> Notice of Fine Letter	30 days	\$200.00
3 <sup>rd</sup> Notice of Fine Letter	30 days	\$300.00
Subsequent Notice of Fine Letters for the same or substantially similar violation	30 days	\$500.00

**Uncurable Violations and Violations Posing a Threat to Public Health or Safety**


Notice	Time to Cure (estimate)	Fine Amount
Fine Letter for Uncurable Violations or Violations that are a Threat to Public Health or Safety	N/A	\$200.00

Notwithstanding the foregoing and pursuant to Section 209.0061(c) of the Texas Property Code, the Board reserves the right to levy a fine from the schedule of fines that varies on a case-by-case basis. Specifically, the Board has sole and absolute discretion to set the amount of the fine (if any) as it reasonably relates to the violation of the Governing Documents, taking into account factors including, but not limited to, the severity of the violation and the number of Owners affected by the violation. Any adjustment to this fine schedule by the Board shall not be construed as a waiver of the fine schedule or the Governing Documents. Any fine levied by the Association is the personal obligation of the Owner.

I hereby certify that I am the duly elected and acting President of The Polo Club at Rooster Springs Home Owners Association, Inc., and that this Policy was approved by not less than a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

TO CERTIFY, WITNESS MY HAND this 6 day of May, 2026.

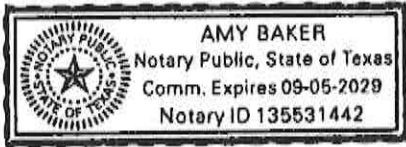
**THE POLO CLUB AT ROOSTER SPRINGS  
HOME OWNERS ASSOCIATION, INC.**

By:   
Printed: Tracie Johnson

Its: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF Travis     §

BEFORE ME, the undersigned notary public, on this 6 day of May, 2026 personally appeared Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Amy Baker  
Notary Public in and for the State of Texas

**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**  
**COMMON AREA USAGE POLICY**

STATE OF TEXAS           §  
   §  
 COUNTY OF HAYS         §

**I.     PURPOSE**

The purpose of this Common Area Usage Policy (this "***Policy***") is to prescribe the purposes for which Owners and Occupants of The Polo Club at Rooster Springs may utilize the Common Areas within The Polo Club at Rooster Springs. The Board of Directors (the "***Board***") of The Polo Club at Rooster Springs Home Owners Association, Inc., a Texas nonprofit corporation (the "***Association***"), has determined that it is in the best interest of the Association to establish this Policy concerning the usage of the Common Areas subject to its jurisdiction.

**II.    APPLICABILITY AND AUTHORITY**

The property encumbered by this Policy is that property restricted by the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Polo Club at Rooster Springs, in Volume 3246, Page 685 et seq., in the Official Public Records of Real Property of Hays County, Texas, as same has been or may be amended from time to time (the "***Declaration***"), and any other property which has been or may be subsequently annexed into The Polo Club at Rooster Springs and made subject to the authority of the Association.

The capitalized terms used in this Policy are defined in the same manner as set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy. These definitions are incorporated in this Policy for all purposes by this reference.

Pursuant to the Dedicatory Instruments governing the Property, the Association is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority set forth in the Dedicatory Instruments and Texas Property Code 202.013, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

**III.   COMMON AREA USAGE POLICY**

**A.     Common Area Usage in General**

## 1. Permitted Use

Except as otherwise provided in this Policy or as set forth in other Dedicatory Instruments encumbering the Property, Owners and Occupants may only utilize the Common Areas within the Property for purposes consistent with the purposes for which the Association was formed, as set forth in the Dedicatory Instruments and Texas law (the "*Permitted Use*").

Owners and Occupants may not utilize any portion of the Common Area for any commercial events or purposes or for events or purposes which produce revenue or which are intended to produce revenue (regardless of whether or not any revenue is actually produced), unless otherwise approved by the Board in writing prior to the commencement of such use. Furthermore, in no case may an Owner or Occupant utilize the Common Area within the Property for any use or purpose which is illegal or which is otherwise not in keeping with the Community Wide Standard established and existing throughout the Property.

The Board, in its sole and absolute discretion, may determine (i) whether any use of the Common Area constitutes a Permitted Use, and (ii) whether any use of the Common Area is in keeping with the Community Wide Standard. Furthermore, the Board, in its sole and absolute discretion, may approve or disapprove of the use of the Common Area by an Owner or Occupant for a commercial event or purpose or for an event or purpose which produces or is intended to produce revenue.

## 2. Policies, Rules, and Regulations

The Board may promulgate and amend policies, rules, and regulations pertaining to the usage of the Common Area by Owners and Occupants of the Property, including policies, rules, and regulations pertaining to the rental or reservation of various portions of the Common Area and the usage of any facilities located in the Common Area. Each Owner and Occupant present at and utilizing the Common Area must abide by the restrictions set forth in the Dedicatory Instruments, including this Policy and any policies, rules, and regulations adopted by the Board pertaining to usage of the Common Area. Failure of the Owner or Occupant to abide by such policies, rules, and regulations constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

### 3. Rentals and Reservations

The Board reserves the right, in its sole and absolute discretion, to designate portions of the Common Area as areas which require a reservation or rental prior to use by an Owner or Occupant. Furthermore, the Board reserves the right, in its sole and absolute discretion, to alter any designation previously made for a portion of the Common Area. Any such designation or redesignation may be set forth in a Dedicatory Instrument or may be made by Board resolution from time to time. In the event of a designation of a portion of the Common Area as an area which requires rental prior to use by an Owner or Occupant, the Owner or Occupant must enter into a facilities rental agreement with the Association prior to such use. In the event of a designation of a portion of the Common Area as an area which requires reservation without rental, the Board has the sole and absolute discretion to determine whether such Owner or Occupant must enter into a facilities usage agreement with the Association prior to such use.

Each Owner or Occupant who enters into a facilities usage agreement or a facilities rental agreement, as applicable, with the Association must abide by the terms set forth in such agreement, in addition to the provisions of all Dedicatory Instruments governing the Property. Failure to abide by the terms of any such agreement or failure to enter into such agreement with the Association prior the use of the Common Area constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

### 4. Compliance with Applicable Law

The provisions in this Section A. are not intended to prohibit the use of the Common Area for any Political Event (as defined below) that is authorized by state or federal law. If it is found that any provision in this Section A. is in violation of any such laws, then the remaining provisions within Section A. must be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

## B. Political Events

### 1. Political Events in General

Notwithstanding anything contained in this Policy to the contrary, Owners and Occupants who reside within the Property ("**Residents**") may utilize the Common Area within the Property for Political Events. For purposes of this Policy, a "**Political Event**" means the extension of an invitation by an Owner or a Resident to (i) a governmental official or (ii) a candidate who has been qualified in an appropriate election to run for public governmental office (a "**Candidate**"), to address or to meet with Owners and Occupants at the Common Area.

The Board has the sole and absolute discretion to determine what kinds of events constitute Political Events and whether any proposed action on or use of the Common Area falls outside of the scope of a Political Event.

## 2. Policies, Rules, and Regulations Pertaining to Political Events

All Political Events hosted within the Property are subject to policies, rules, and regulations adopted by the Board pertaining to gatherings and events held on the Common Area by Owners and Occupants of the Property. Such policies, rules, and regulations may include, by way of illustration and not in limitation, the following:

- (a) A requirement that an Owner or Occupant enter into a rental agreement or facilities usage agreement with the Association prior to the rental or use of the Common Area;
- (b) A requirement that an Owner or Occupant issue payment to the Association of a rental or usage fee, security deposit, and other related fees in connection with any rental or reservation of the Common Area;
- (c) A requirement that each Owner and Occupant comply, and cause all guests, invitees, and licensees of such Owner or Occupant to comply, with all Dedicatory Instruments encumbering the Property at all times while the Owner or Occupant, or any guest, licensee, or invitee of an Owner or Occupant is present at or using the Common Area;
- (d) A limitation on the maximum occupancy of the Common Area or any facility located in the Common Area;
- (e) A restriction on the dates and times during which the Common Area or a facility located in the Common Area may be used; and
- (f) A restriction specifying those portions of the Common Area that are available for use.

Each Owner or Resident hosting a Political Event within the Property must abide, and must cause all guests, licensees, and invitees of such Owner or Resident to abide, by the applicable restrictions set forth in the Dedicatory Instruments, including this Policy, any policies, rules, and regulations adopted by the Board pertaining to gatherings and events on the Common Area, and the provisions of any rental or facilities usage agreement entered into by and between the Owner or Resident and the Association pursuant to such policies, rules, and regulations. Failure of the Owner or Resident or any guest, licensee, or invitee of such Owner or Resident to abide by the Dedicatory Instruments constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

## 3. Disclaimer; Limitation of Liability

The use of a Common Area for the purpose of hosting a Political Event in no way constitutes (i) the participation or intervention of the Association in any political campaign on behalf of any governmental official or Candidate, (ii) the endorsement by the Association of the governmental official or Candidate participating in the Political Event,

or (iii) the endorsement by the Association of any ballot measure supported by such governmental official or Candidate or discussed during or in connection with the Political Event. The Association does not control or endorse the content, messages, or information discussed or transmitted during or in connection with any Political Event. As such, the Association disclaims any liability in connection with any Owner's or Occupant's presence at the Common Area during a Political Event. The Association specifically disclaims any liability for any offensive, inappropriate, obscene, unlawful, untruthful, or otherwise objectionable information an Owner or Occupant may encounter during or in connection with a Political Event, and the Association disclaims any liability in connection with the proliferation of any information associated with a Political Event.

The Association, its management company, and Declarant, including their respective past, present, and future directors, officers, members (of a for-profit entity), employees, agents, or affiliated entities (collectively, the "*Indemnified Parties*") do not assume or authorize any other person to assume for it any liability in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event, and the Indemnified Parties are not liable in damages or otherwise arising out of or in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event (the "*Released Matters*").

**EACH OWNER AND RESIDENT HOSTING A POLITICAL EVENT ON THE COMMON AREA WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE RELEASED MATTERS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.**

#### 4. Applicability

The provisions set forth in Section B. of this Policy do not apply to (i) any portion of the Common Area that is unavailable for meetings of the Association due to seasonal use, or (ii) any portion of the Common Area that is only available for meetings of the Members, the Board, or any committee of the Board.

[SIGNATURE PAGE FOLLOWS]

**CERTIFICATION**

I certify that, as president of The Polo Club at Rooster Springs Home Owners Association, Inc., the foregoing Common Area Usage Policy was approved on the 28 day of April, 2026, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 6 day of May, 2026.

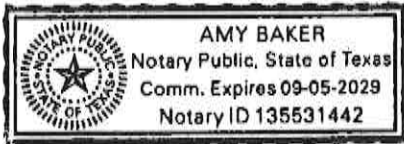
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

By: [Signature]  
Printed: Tracie Johnson  
Title: President

STATE OF TEXAS           §  
  §  
COUNTY OF Travis     §

BEFORE ME, on this day personally appeared Tracie Johnson, the President of The Polo Club at Rooster Springs Home Owners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that she executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 6 day of May, 2026.



[Signature]  
Notary Public – State of Texas

**COLLECTION POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HAYS         §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc. ("Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors ("Board") of the Association, duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Collection Policy was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS:**

1. The Board enforces the provisions of the Declaration applicable to the Property to address the collection and processing of assessments and other charges due and owing to the Association.

2. The Board desires to adopt a Collection Policy consistent with the Association's Dedicatory Instruments (as defined below) and state law.

**COLLECTION POLICY**

It is the policy of The Polo Club at Rooster Springs Home Owners Association, Inc. ("Association") to enforce the provisions of the Dedicatory Instruments applicable to the Property regarding the collection of assessments and other charges due and owing to the Association in accordance with the following Collection Policy ("Policy"):

**Section 1. Definitions.** Capitalized terms used in this Policy have the following meanings:

- 1.1. Assessment** - The Annual Assessment and other assessments including, but not limited to, Regular Annual Assessments, Additional Regular Annual Assessments for Phase II, Additional Assessments for Owners using the Private Residential Irrigations System, and Special Assessments and any other charge(s) for which an Owner is responsible as provided for in the Declaration which is secured by the

Association's lien and the collection which is governed by the Declaration and/or state law.

**1.2. Declaration** – shall mean the following:

a. Documents:

- (1) Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Polo Club at Rooster Springs.

b. Recording Information:

- (1) Volume 3246, Page 685, *et seq.* in the Official Public Records of Real Property of Hays County, Texas.

“Declaration” also includes any other applicable amendments, annexations or supplements not included in the list above and any future amendments, annexations or supplements.

**1.3. Dedicatory Instruments** - Each document governing the establishment, maintenance or operation of the properties within the Property, as more particularly defined in Section 202.001(1) of the Texas Property Code.

**1.4. Property** – shall mean the following:

- The Polo Club at Rooster Springs, Phase One (1), a subdivision in Hays County, Texas according to the map or plat thereof recorded in Book 7, Pages 33-36 of the Plat Records of Hays County, Texas, and all amendments to or replats of said maps or plats, if any.
- The Polo Club at Rooster Springs, Phase Two (2), a subdivision in Hays County, Texas according to the map or plat thereof recorded in Book 7, Pages 303-304 of the Plat Records of Hays County, Texas and all amendments to or replats of said maps and plats, if any.
- The Polo Club at Rooster Springs, Phase Three (3), a subdivision in Hays County, Texas according to the map or plat thereof recorded in Book 8, Page 181 of the Plat Records of Hays County, Texas and all amendments to or replats of said maps and plats, if any.
- The Polo Club at Rooster Springs, Phase Four (4), a subdivision in Hays County, Texas according to the map or plat thereof recorded in Book 9, Pages 288-290 of the Plat Records of Hays County, Texas and all amendments to or replats of said maps and plats, if any.

"Property" shall also include any and all other subdivisions that have been annexed or will be annexed into or otherwise fall under the jurisdiction of the Association, if any, that are not included above.

Other capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

**Section 2. Due Date.** Each Annual Assessment shall be due by the first (1<sup>st</sup>) day of January or such other date established by the Declaration or the Board of Directors ("Board"). Each Special Assessment due date will vary depending on membership vote approving same. All other Assessments shall be due in the time period established by the Board if such date is not established in the Declaration.

**Section 3. Cost Recovery.** Each Assessment, together with interest, costs, and attorney fees incurred in a collection action shall be secured by a continuing lien upon each Lot and shall be the personal obligation of the Owner. Unless otherwise prohibited by law or as otherwise provided by the Association's Dedicatory Instruments, all costs of collection, expenses, and fees charged to, or paid by, the Association collecting, or attempting to collect, Assessments shall be assessed against the Lot and shall also become the personal obligation of the Owner as and when incurred. Cost of collection shall include, but not be limited to, charges imposed by the Association for sending collection notices/letters, charges imposed by the Association's management company for sending collection notices/letters, attorney fees, legal expenses (postage, copies, filing fees, etc.), and charges or administrative costs/fees imposed by the Association's management company for monitoring delinquent accounts and/or turning over delinquent accounts to the Association's collection agent (including the Association's attorney).

**Section 4. Delinquency Processing.** The delinquent date for all Assessments will be thirty (30) days from the Due Date, unless otherwise stated in the Declaration or action approving same.

**Section 5. Notices.** All collection notices sent to the Owner below shall contain notice of the amount then due.

- 5.1. **Delinquent Notice(s).** The Association may, but is not required to, send one or more delinquent notices at a time to be determined by the Board before sending the Final Delinquent Notice described below.
- 5.2. **Final Delinquent Notice.** The Association shall, before turning a delinquent Owner over to a collection agent (including the Association's attorney), send to the Owner a notice that complies with Section 209.0064 of the Texas Property Code. Additionally, if an Owner's use rights in the Common Area are to be suspended, the notice may include the provisions required by Section 209.006 of the Texas Property Code. The Association retains the right to send a letter that complies with Section 209.006 of the Texas Property Code regarding suspension of an Owner's Common Area use rights as a separate mailing.

**Section 6. Interest.** Unless otherwise provided by the Declaration, any Assessment not paid within thirty (30) days of the Due Date shall bear interest from the Due Date at the rate of ten percent (10%) per annum.

**Section 7. Payment Plan and Partial Payments.** All Owners will be offered a payment plan in accordance with Section 209.0062 of the Texas Property Code and the Association's Payment Plan Policy. If accepted by the Association, partial payments shall be posted in accordance with Section 209.0063 of the Texas Property Code unless the Owner is in default under a payment plan at the time the Association receives the payment. The acceptance of a partial payment for less than the full amount due at the time payment is made shall not constitute waiver or forgiveness of the remaining balance. If an Owner enters into a payment plan per the Association's Payment Plan Policy, the Owner is responsible for any and all administrative costs provided for in the Payment Plan Policy. The Association will not accept cash payments.

**Section 8. Dishonored Checks.** Checks dishonored by the bank (e.g., NSF checks) may (but are not required to) be re-deposited by the Association. Whether or not a dishonored check is re-deposited, a dishonored check will incur a dishonored check processing fee in the amount of \$25.00 to offset the additional processing involved and a dishonored check notice may (but is not required to) be sent requesting payment in full by cashier's check or money order. In the event a dishonored check notice is sent and the amount due is not paid in full within ten (10) days of the mailing of the dishonored check notice, the Association may initiate or continue collection activity. If a dishonored check notice is not sent, the Association may proceed with collection activity immediately. In addition to the dishonored check fee charged by the Association, any bank fee(s) or any other type of fee(s) charged to the Association because of the dishonored check [including a management company fee(s), if any] shall be charged against the Owner's account and the amount of the dishonored check shall be reposted to the Owner's account. An Owner shall be responsible for all charges and/or fees incurred by the Association as a result of a dishonored check.

**Section 9. Owner's Mailing Address.** It is the responsibility and obligation of each Member who owns a Lot under the jurisdiction of the Association to provide the Member's mailing address to the Association and to promptly notify the Association in the event the Member's mailing address changes. In order to be effective, notice of the Member's mailing address or a change of the Member's mailing address must be mailed to the Association by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. It is the Member's responsibility to maintain evidence of receipt by the Association of Owner's notice of address change. The Association may, at its discretion, accept a notification of a change in an Owner's mailing address sent by regular mail or e-mail, however, an Owner that disputes the mailing address listed in the Association's records must be able to prove that the Owner sent an address change notification by providing evidence of receipt by the Association of Owner's notice of address change that was sent by any method of mailing for which evidence of receipt of such mailing by the Association is provided by the United States Postal Service or a common carrier. Unless the Association is otherwise notified in writing, the Owner's mailing address shall be deemed to be the street address of the Owner's Lot or the last alternative mailing address provided to the Association by the Owner in writing. All notices to an Owner pursuant to State law and the Association's governing documents shall be mailed to the Owner at the Owner's last known mailing address. If

mail to an Owner is returned undelivered, or the Association otherwise reasonably determines that the last known mailing address of the Owner may not be valid, the Association has the right, but not the obligation, to conduct a title search or other searches for the purpose of attempting to either verify the Owner's current mailing address or to obtain the Owner's current mailing address. Any costs incurred by the Association to verify an Owner's current mailing address or obtain an Owner's current mailing address shall be, to the extent permissible under the Association's Dedicatory Instruments and state law, charged to the Owner. The failure of an Owner to receive a notice(s) or to properly notify the Association of a change in an Owner's mailing address shall in no way waive or negate the Owner's obligation to pay any Assessment or charge(s) authorized by the Declaration or state law. The submission of a check or other form of payment to the Association which sets forth an alternative address does not constitute notice of a change of the Owner's mailing address.

**Section 10. Referral of Account to Association's Collection Agent.** The Association, the Board, an individual Board member, the Association's office staff if any, or the Association's management agent may, without further approval of or action needed by the Board other than the adoption of this Policy in the open session of a properly noticed Board meeting and filing this Policy in the applicable county records, refer any account to the Association's collection agent (including the Association's attorney) on which any portion of: (a) the current year's Assessment is delinquent; and/or (b) any portion of a previous year's Assessment is delinquent; and/or (c) any other charge(s) due and owing to the Association that is authorized in the Association's Dedicatory Instruments or by state law is delinquent. Upon referral of an account to the Association's collection agent (including the Association's attorney) for collection, the collection agent is authorized to, without further instruction from the Board, take whatever action is necessary to collect the amount due including, but not limited to, sending demand letters, filing a lawsuit against the delinquent Owner for a money judgment and/or a judicial foreclosure, instituting an expedited foreclosure action if authorized by the Declaration and/or state law, foreclosing on the Lot or any non-exempt assets of an Owner (includes the authority to allow the Association's attorney or designated agent to bid on and purchase the property at a trustee foreclosure sale or at a constable/sheriff's sale), and, in the event an Owner files bankruptcy, filing necessary claims, objections and motions in the bankruptcy court, and monitoring the bankruptcy case in order to protect the Association's interests.

**Section 11. Required Action.** Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the actions contained herein. The Association's Board of Directors shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis and proceed with collection activity as in its best judgment deems reasonable.

**Section 12. Referral of Account to Credit Reporting Service(s).** In the event that an Owner does not either pay the balance due on the assessment account of Owner's Lot in full or enter into a payment plan for the amount due after receipt of a Final Delinquent Notice as described in Section 5.2 above, the Association may, but is not required to, report a delinquent account to a credit reporting service(s) of the Association's choosing. The Association may report the delinquent account by and through its management company. The decision to refer a delinquent account to a credit reporting service(s) shall be at the sole and absolute discretion of the Board. The Board is not required to refer all delinquent accounts to a credit reporting

service(s) and retains the sole and absolute discretion to refer accounts to a credit reporting service(s) on a case-by-case basis.

**Section 13. Lien Filing.** In the event the Association decides to file an assessment lien, before the Association files the assessment lien (as that term is defined in Texas Property Code Section 209.0094), the Association must:

- a. Send an initial notice of delinquency:
  - (1) by first class mail to the Owner's last known mailing address as reflected in the Association's records;
  - or*
  - (2) by e-mail to an e-mail address the Owner has provided to the Association.

*and*

- b. Send a second notice of delinquency by certified mail, return receipt requested, to the Owner's last known mailing address as reflected in the Association's records not earlier than the 30th day after notice is given under Subsection a(1).

The Association may not file an assessment lien before the 90th day after the date notice of delinquency was sent to the property Owner under Section 13(b).

**Section 14.** This Policy replaces and supersedes any previous collection policy (or similarly named document), if any, adopted by the Association.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Collection Policy was approved by at least a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

THE POLO CLUB AT ROOSTER SPRINGS  
HOME OWNERS ASSOCIATION, INC.

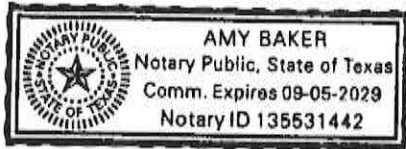
By: 

Printed: Tracie Johnson

Its: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF Travis     §

BEFORE ME, the undersigned notary public, on this 6 day of May, 2026, personally appeared Trairie Johnson, as President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Amy Baker  
Notary Public in and for the State of Texas

**BID SOLICITATION POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Bid Solicitation Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. The property encumbered by this Bid Solicitation Policy is that property restricted by the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Polo Club at Rooster Springs recorded in Volume 3246, Page 685 et seq., in the Official Public Records of Real Property of Hays County, Texas, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.

3. The Board of Directors of the Association desires to adopt a bids solicitation policy prohibiting Board Members or their immediate family members from contracting with the Association, and to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).

4. This Bid Solicitation Policy ("Policy") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

**POLICY:**

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services,

janitorial services, landscaping services, pest control services, accounting and legal services and any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the community.

1. **Board Members Prohibited.** Under no circumstances may members of the Board or their immediate family contract for services to be performed for the Association in exchange for payment.

2. **Applicability.** The Bid Solicitation and Bid Process listed below shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).

3. **Bid Solicitation.** In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

4. **Bid Process.**

a. **Solicitation.** The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "**Solicitation**").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. **Evaluation.** The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and

indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

c. Selection and Notification. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.

d. Frequency of Solicitation. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.

e. Board Discretion. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Bid Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

TO CERTIFY, WITNESS MY HAND this the 6 day of May, 2026.

THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

By: [Signature]  
Printed: Tracie Johnson

Its: President



**PAYMENT PLAN POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HAYS         §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Payment Plan Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.0062 to require property owners' associations to adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments for delinquent regular or special assessments, or any other amount owed to the Association without accruing additional monetary penalties.
2. The Board of Directors of the Association desires to adopt a payment plan policy consistent with the provisions of Section 209.0062 of the Texas Property Code.

**POLICY:**

It is the policy of the Association to provide an alternative payment schedule by which an Owner may make payments to the Association for delinquent regular or special assessments or other amounts owed to the Association without accruing additional monetary penalties, as follows:

1. **Applicability.** This policy only applies to delinquent regular assessments, special assessments or other amounts owed to the Association prior to the debt being turned over to a "collection agent" as that term is defined by Section 209.0064 of the Texas Property Code.
2. **Term.** The term for a payment plan is determined at the discretion of the Board but must be no less than three (3) months.
3. **Payment Plan Agreement.** The Owner is obligated to execute a payment plan agreement ("Payment Plan Agreement") which sets forth the total amount to be paid, the term of the payment plan, the due date for and amount of each payment, and the address to which payments are to be mailed or delivered. A payment plan is not effective until the Owner executes the required Payment Plan Agreement.

4. **Sums Included in Plan.** The payment plan will include all delinquent regular and/or special assessments and other sums owed to the Association as of the effective date of the Payment Plan Agreement. The payment plan will not include any assessments which have not become due and payable to the Association as of the effective date of the Payment Plan Agreement. The Payment Plan Agreement may provide that any assessments or other valid charges that become due and payable to the Association per the dedicatory instruments of the Association during the term of the payment plan must be paid in a timely manner.

5. **Grace Period.** There will be a grace period of three (3) business days from the due date for a payment. If a payment is not received at the address set forth in the Payment Plan Agreement by the close of business on the third (3<sup>rd</sup>) business day following the date on which the payment is due, the Owner will be deemed to be in default of the Payment Plan Agreement.

6. **Administrative Costs and Interest.** The Association may add to the delinquent assessments and other amounts owed to the Association to be paid in accordance with the Payment Plan Agreement, the higher of: (a) \$30.00 for the preparation of a payment plan and \$10.00 for processing each payment on the payment plan; or (b) the actual cost charged to the Association by the Association's management company/managing agent for preparing the payment plan and processing each payment on the payment plan. During the term of the payment plan, interest at the rate provided in the Declaration will continue to accrue on delinquent assessments.

7. **Monthly Penalties.** During the term of the payment plan, the Association may not impose any monetary penalties with respect to the delinquent assessments and other charges included in the payment plan, except as provided in Section 6. Monetary penalties include, by way of example and not in limitation, late charges.

8. **Default.** If an Owner fails to make a payment to the Association by the end of the grace period applicable to the due date for that payment, the Owner will be in default of the Payment Plan Agreement, at which point the Payment Plan Agreement will automatically become void. The Association may notify the Owner that the Payment Plan Agreement is void as a result of the Owner's default, but notice to the Owner is not a prerequisite for the Payment Plan Agreement to become void. If the Association receives a payment after the expiration of the grace period and before the Association notifies the Owner that the Payment Plan Agreement is void, the Association may accept the payment and apply it to the Owner's account. The acceptance of a payment made by an Owner after the Payment Plan Agreement has become void does not reinstate the Payment Plan Agreement.

9. **Owners Not Eligible for a Payment Plan.** The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan. The Association is not required to make a payment plan available to an Owner after a notice in accordance with Section 209.0064(b)(3) has been sent to the Owner and the period in that notice has expired. Finally, the Association is not required to allow an Owner to enter into a payment plan more than once in any twelve (12) month period.



**RECORDS RETENTION POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

THE STATE OF TEXAS     §  
   §  
 COUNTY OF HAYS         §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors of the Association (the "Board") duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Records Retention Policy was duly approved by a majority vote of the members of the Board:

**RECITALS:**

1. Chapter 209 of the Texas Property Code was amended to add Section 209.005(m) requiring property owners' associations to adopt a records retention policy and to set forth minimum retention periods for particular types of documents.
2. The Board of Directors of the Association desires to adopt a records retention policy consistent with the new law.

**POLICY:**

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. The Association is not required to retain any other records. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form. To the extent that the Association does not currently have copies of Association records for the time periods described in this policy, this policy shall only be applicable to Association records created after the date this policy is adopted.

**1. Retention Periods.**

Record Description	Record Retention Period
a) Financial records (including budgets, financial reports, bank records, and paid invoices)	Seven (7) years
b) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any	Five (5) years

dedicatory instrument of the Association) of current owners	
c) Account records (including records relating to assessments and other sums owed and paid to the Association and records relating to violations of any dedicatory instrument of the Association) of former owners	One (1) year after the former owner ceases to own a lot in the subdivision
d) Contracts	Four (4) years after expiration or termination of the contract
e) Minutes of meetings of the Board of Directors	Seven (7) years
f) Minutes of meetings of the members	Seven (7) years
g) Federal tax returns	Seven (7) years
h) State tax returns, if any	Seven (7) years
i) Audit reports	Seven (7) years
j) Certificate of Formation and Bylaws of the Association and all amendments; Declaration of Covenants, Conditions and Restrictions for each section within the subdivision and all amendments and supplements to each Declaration; annexation documents; and deeds conveying real property to the Association	Permanently
k) Other dedicatory instruments of the Association not listed in (j), above, including, without limitation, Architectural Guidelines, Rules and Regulations and Policies	One (1) year after the date the document is rescinded or superseded by another document
l) Minutes and reports of committees	Seven (7) years
m) Insurance policies	Four (4) years after expiration or termination of the policy
n) Insurance claims and related documents	Four (4) years after the claim is resolved
o) Personnel records, excluding payroll records	Permanently
p) Payroll records	Five (5) years after the date of termination of employment
q) Reserve study	For the period of time covered by the study, plus two (2) years



**ARCHITECTURAL COMMITTEE CANDIDATE SOLICITATION POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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THE STATE OF TEXAS       §  
   §  
 COUNTY OF HAYS           §

I, Tracie Johnson President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), certify that at a meeting of the Board of Directors of the Association (the "Board") duly noticed, and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following AC Candidate Solicitation Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

**RECITALS:**

1. The property encumbered by this AC Candidate Solicitation Policy is that property restricted by the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Polo Club at Rooster Springs recorded in Volume 3246, Page 685 *et seq.*, in the Official Public Records of Real Property of Hays County, Texas, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
2. Article VI, Section 6.01 and Section 6.04 of the Declaration provides that the Board is responsible for appointing the members of the Association's Architectural Committee (the "AC").
3. Section 209.00506 of the Texas Property Code (the "Code") sets forth certain eligibility and candidate solicitation requirements relating to AC membership.
4. The Board desires to adopt a policy that is consistent with Section 209.00506 of the Code.
5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.
6. This Policy does not apply during the development period or during any period in which the declarant appoints at least a majority of the members of the AC or

otherwise controls the appointment of the AC, or has the right to veto or modify a decision of the AC.

## ELIGIBILITY TO SERVE AND SOLICITATION OF CANDIDATES

### 1. Eligibility to Serve on the AC.

- a. Except as provided by Section 3 of this Policy, a person may not be appointed to the AC if the person is:
  - i. a current Board member;
  - ii. a current Board member's spouse; or
  - iii. a person residing in a current Board member's household.
- b. Except as provided by Section 3 of this Policy, a person who is otherwise eligible under Section 1(a) may not be appointed to the AC unless the person timely notifies the Association of the person's interest in serving on the AC in accordance with Section 2 of this Policy.

### 2. Solicitation of Candidates.

- a. **Solicitation Required.** Not later than the 10<sup>th</sup> day before the date the Board takes action to appoint a person to serve on the AC, the Association must provide notice to the Members soliciting persons interested in serving on the AC.
- b. **Notice of Solicitation.** The notice required under Section 2(a) of this Policy must contain instructions for a person to notify the Association of the person's interest in serving on the AC, including the date by which the person's notification must be received by the Association. The deadline for a person to notify the Association of their interest in serving on the AC must be at least 10 days after the date the Association provides the notice required under Section 2(a) of this Policy. The Association must provide the notice:
  - i. by mailing the notice to each Owner; or
  - ii. by:
    1. posting the notice in a conspicuous manner reasonably designed to provide notice to the Members:

- a. in a place located on the Association's Common Area or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
  - b. on any Internet website maintained by the Association or other Internet media; and
2. sending the notice by email to each Owner who has registered an email address with the Association.
3. **Remaining Vacancies.** If a vacancy remains on the AC after each person who timely submitted a notice to the Association in accordance with Section 2 of this Policy and is eligible under Section 1(a) of this Policy has been appointed to the AC, the Board may appoint any person to fill the vacancy, including a person who would otherwise be ineligible under Section 1(a) or Section 1(b) of this Policy.

**CERTIFICATION**

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing AC Candidate Solicitation Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

TO CERTIFY, WITNESS MY HAND this the 16 day of May, 2026.

**The Polo Club at Rooster Springs Home Owners Association, Inc.**

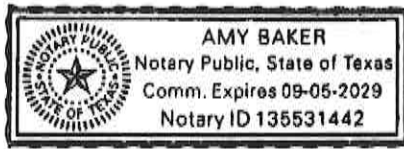
By: [Signature]

Printed: Tracee Johnson

Its: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF Travis     §

BEFORE ME, the undersigned notary public, on this 6 day of May, 2026, personally appeared Traise Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Amy Baker  
Notary Public in and for the State of Texas

**SECURITY MEASURES POLICY**  
*for*  
**THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.**

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STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

I, Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc. (the "Association"), do hereby certify that in the open session of a properly noticed meeting of the Board of Directors (the "Board") of the Association, duly called and held on the 28 day of April, 2026, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Amended & Restated Security Measures Policy (the "Policy") was duly approved by at least a majority vote of the members of the Board present at the meeting.

**RECITALS**

1. The property encumbered by this Policy is that property restricted by the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Polo Club at Rooster Springs recorded in Volume 3246, Page 685 et seq., in the Official Public Records of Real Property of Hays County, Texas, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Article V, Section 5.05 (A) and Article VI, Section 6.05 of the Declaration grant the Board and AC the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a lot.

3. The Board desires to adopt a Security Measures Policy in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023.

4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

5. Any reference made herein to approval by the Architectural Committee (the "AC") means prior written approval by the AC.

6. All capitalized terms in this Policy shall have the same meanings as those ascribed to them in the Declaration.

**SECURITY MEASURES POLICY**

1. **AC Application Required.** Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an AC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type of security measure;
- b. Location of proposed security measure;
- c. General purpose of proposed security measure; and
- d. Proposed construction plans and/or site plan.

2. **Other Applicable Requirements.** Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:

- a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
- b. Easements in the area in which the security measure is to be installed;
- c. Underground utilities in the area in which the security measure is to be installed.

**The Association is not obligated to and will not review an Owner's AC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.**

3. **Type of Fencing.** The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.

- a. Security measure fencing generally:
  - (i) Security measure fencing cannot contain decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
  - (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the AC.
  - (iii) No vines or vegetation shall be allowed to grow on security measure fencing.

- (iv) Security measure fencing must be located on the perimeter of a Lot, however, it is prohibited for security measure fencing to be located across sidewalks or to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the Declaration and all other applicable Association governing documents.
- b. Security measure fencing shall not be permitted to be installed forward of the residential structure on a Lot as depicted on the applicable Lot survey unless: 1) the Owner's residential address is exempt from public disclosure under state or federal law, or 2) the Owner provides documentation to the Association from a law enforcement agency of the Owner's need for enhanced security measures.
- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with City, County, and/or State Regulations and Ordinances, if any.
- e. The AC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the AC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the AC application to the AC. In the event that the Affected Lot Owner(s) refuse to sign the AC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.

4. **Burglar Bars, Security Screens, Front Door Entryway Enclosures.** All burglar bars, security screens, and front door entryway enclosures shall be black, or any color approved by the AC. Notwithstanding the foregoing, the AC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the AC (subject to an appeal to the Board of Directors in the event of an AC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative

elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.

5. **Location.** A security measure may be installed only on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk. No fence or wall may be located nearer to the front property line of a Lot than ten (10) feet from the front plane of the residential dwelling nearest to the fence or wall unless: 1) the Owner's residential address is exempt from public disclosure under state or federal law, or 2) the Owner provides documentation to the Association from a law enforcement agency of the Owner's need for enhanced security measures. No fence or wall may be located nearer to the side street adjacent to a corner Lot than the side wall of the residential dwelling unless: 1) the Owner's residential address is exempt from public disclosure under state or federal law, or 2) the Owner provides documentation to the Association from a law enforcement agency of the Owner's need for enhanced security measures. No fence or wall may be installed that obstructs a sidewalk, drainage area or easement/license areas. A driveway gate must be set back at least ten (10) feet from a right-of-way if the driveway intersects with a laned roadway

6. **Disputes; Disclaimer; Indemnity.** Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. **In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.**

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE AC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE AC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE AC PURSUANT TO THIS POLICY.

**OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY,**

PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE AC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Policy was approved by not less than a majority vote of the Board as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Hays County, Texas.

TO CERTIFY which witness my hand this the 16 day of May, 2026.

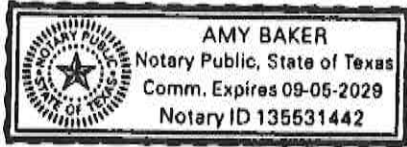
THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

By: [Signature]  
Printed: Tracie Johnson

Its: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF Travis     §

BEFORE ME, the undersigned notary public, on this 6 day of May, 2026, personally appeared Trairie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Amy Baker  
Notary Public in and for the State of Texas

APPROVED BY THE ARCHITECTURAL COMMITTEE:

\_\_\_\_\_  
Name Printed:  
Committee Chair  
Architectural Committee

AMENDMENT TO THE AMENDED AND RESTATED BYLAWS  
of  
THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

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THE STATE OF TEXAS     §  
  §  
COUNTY OF HAYS         §

I, Tracie Johnson President of The Polo Club at Rooster Springs Home Owners Association, Inc. ("Association"), do hereby certify at a duly called meeting of the Board of Directors of the Association held on the 7 day of April, 2026 with at least a majority of the Board of Directors being present thereat and remaining throughout and being duly authorized to transact business, the following Amendment to the Amended and Restated Bylaws of The Polo Club at Rooster Springs Home Owners Association, Inc. ("Amendment") was duly made and approved:

WHEREAS, the Amended and Restated Bylaws of The Polo Club at Rooster Springs Home Owners Association, Inc. were recorded in Volume 3502, Page 452, *et seq.*, in the Official Public Records of Real Property of Hays County, Texas;

WHEREAS, Article 13 of the Bylaws states that the Bylaws may be amended by the Board of Directors at any annual, regular or special meeting of the Board of Directors, that proper notice was given; and

WHEREAS, Section 22.102 of the Texas Business Organizations Code allows, unless otherwise provided by the Certificate of Formation or Bylaws of a corporation, the Members of the corporation holding one-tenth of the votes entitled to be cast, to constitute a quorum; and

WHEREAS, the Board of Directors desires to amend the Bylaws as set forth herein.

NOW, THEREFORE, the Board hereby amends the Bylaws, as follows:

1. Article 3, Section 3.02 of the Bylaws entitled "Number, Qualifications and Tenure of Directors." is hereby amended and restated to read as follows:

**Section 3.02 Number, Qualifications and Tenure of Directors.** The number of directors of the Association shall be five (5). The number of directors may be increased or decreased only by amending the Articles of Incorporation of the Association but may not in any event be decreased to less than three (3). The Members or the Board may nominate qualified Members for the Board of Directors by way of a nominating committee or nominations timely delivered to the Board. The Board shall distribute the list of qualified nominations to the Members at least fifteen (15) days prior to the date selected for the Annual Meeting. The Board of Directors will consist of five (5) Directors. The nominees receiving the most votes for

director with no cumulative voting, shall be so elected. The term of each director shall begin on January 1 of the year immediately following the Annual Meeting at which he or she was elected. At the Annual Meeting the two (2) new Directors will be elected for a term of three (3) years each. At the following Annual Meeting, two (2) Directors will be elected for a term of three (3) years, and one (1) Director will be elected for a term of one (1) year. The candidates receiving the highest number of votes at the Annual Meeting of the following year will be elected to the three (3) year term positions. Thereafter, at each Annual Meeting, the Members will elect the number of Directors necessary to fill the Position on the Board that expires as of such Annual Meeting each to serve a term of three (3) years. Each director elected shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified or until his or her earlier death, resignation, retirement, disqualification, or removal. A director may be elected to succeed himself or herself as a director. A decrease in the number of directors constituting the entire Board of Directors will not have the effect of shortening the term of any incumbent director.

2. Article 5, Section 5.07 of the Bylaws entitled "Voting" is hereby amended and restated to read as follows:

**Section 5.07. Voting Methods.** Members may vote by any one, or more, of the following methods as may be established by the Board of Directors: (1) in person, (2) by absentee ballot, (3) by proxy, (4) by any electronic means, or (5) any other process approved by the Board of Directors. Electronic voting will be valid pursuant to rules and regulations promulgated by the Board of Directors. Proxies must be in writing and filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Every proxy shall be revocable, shall have a duration of no longer than 11 months unless otherwise specified on the face of the proxy, and shall automatically cease upon conveyance by the Member of his/her Lot. Notwithstanding any other language in these Bylaws, a majority of the Board of Directors may, but is not required to, authorize the use and implementation of an absentee ballot in any election or other Association-wide vote it deems appropriate. Completed ballots will be returned to the Association in accordance with the instructions contained on the ballot.

Absentee and electronic ballots will be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot.

Except as amended herein, all provisions of the Bylaws remain in full force and effect.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Amendment was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY, WITNESS MY HAND this the 7 day of April, 2026.

THE POLO CLUB AT ROOSTER SPRINGS HOME OWNERS ASSOCIATION, INC.

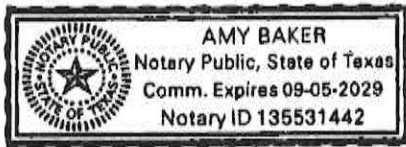
By: [Signature]

Printed: Tracie Johnson

Its: President

STATE OF TEXAS §  
COUNTY OF Travis §

BEFORE ME, the undersigned notary public, on this 7 day of April, 2026 personally appeared Tracie Johnson, President of The Polo Club at Rooster Springs Home Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



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

**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

26019117 NOTICE  
05/26/2026 02:43:18 PM Total Fees: \$249.00

Elaine H. Cárdenas, MBA, PhD, County Clerk  
Hays County, Texas

