

**AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006**

**THE STATE OF TEXAS**

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**COUNTY OF COMAL**

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BEFORE ME, the undersigned authority, on this day personally appeared RODNEY HERRERA, who, being by me duly sworn according to law, stated the following under oath:

“My name is RODNEY HERRERA. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Diamond Association Management is the Managing Agent of Mountain Springs Ranch Property Owners Association (the “Association”). Diamond Association Management is the custodian of the records for the Association, and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as that term is defined in *TEX. PROP. CODE* § 202.001. The Association’s jurisdiction includes, but may not be limited to, the property in Comal County, Texas subject to:

That certain subdivision known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, “Declaration”); and the By-Laws of Mountain Springs Ranch Property Owners Association, recorded as Document No. 200606051884 in the Official Public Records of Comal County, Texas and amended by that Amendment to the Bylaws of Mountain Springs Ranch Property Owners Association, recorded as Document No. 200606051885 in the Official Public Records of Comal County, Texas (collectively, the “Bylaws”).

Attached hereto is the original of, or true and correct copy of, the following dedicatory instrument(s), including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Mountain Springs Ranch Property Owners Association  
Resolution Adopting Policies:*

*Collection and Payment Plan Policy, Board Hearing Policy,  
Religious Display Policy, Swimming Pool Enclosures Policy,  
Security Measures Policy, and  
Association Contracts and Solicitation of Bids Policy*

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Diamond Association Management  
14603 Huebner Road, Building 40  
San Antonio, Texas 78230  
(210) 561-0606 Office  
(210) 690-1125 Fax  
[sales@damctx.com](mailto:sales@damctx.com)

SIGNED on this the 28 day of October, 2021.



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Rodney Herrera  
Diamond Association Management  
Managing Agent

**VERIFICATION**

**THE STATE OF TEXAS**

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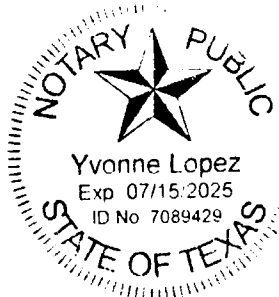
**COUNTY OF BEXAR**

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BEFORE ME, the undersigned authority, on this day personally appeared Rodney Herrera, of Diamond Association Management, the Managing Agent of Mountain Springs Ranch Property Owners Association, who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 20 day of October, 2021.



*[Handwritten Signature]*  
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NOTARY PUBLIC, STATE OF TEXAS

**After Recording, Return To:**  
Michael B. Thurman  
Thurman & Phillips, P.C.  
4093 De Zavala Road  
Shavano Park, Texas 78249  
Phone: 210-341-2020

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
RESOLUTION ADOPTING POLICIES**

**STATE OF TEXAS**

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**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF COMAL**

**WHEREAS**, the Board of Directors of Mountain Springs Ranch Property Owners Association (“Association”) is the established governing body of the property known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, “Declaration”); and the Bylaws of the Association (“Bylaws”); and

**WHEREAS**, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws and all policies, rules and regulations duly adopted by the Association (collectively, “Governing Documents”), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Mountain Springs Ranch, including but not limited to, the common areas owned by the Association; and

**WHEREAS**, it has been determined by the Board of Directors that it is necessary to revise or adopt the policies attached hereto as Exhibit “A”.

**THEREFORE, BE IT RESOLVED:**

The Collection and Payment Plan Policy, Board Hearing Policy, Religious Display Policy, Swimming Pool Enclosures Policy, Security Measures Policy, and Association Contracts and Solicitation of Bids Policy in the form attached hereto as Exhibit “A”, by a unanimous vote of the Board of Directors, were approved as to form and content and adopted for use by the Association.

This Resolution Adopting Policies is adopted this 21<sup>st</sup> day of OCTOBER, 2021, by the Board of Directors of the Association and shall be effective when filed for record in the Official Public Records of Comal County, Texas.

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION**


By:   
Name: TED ZIMMERHANZEL  
Title: PRESIDENT  
Member of the Board of Directors

EXHIBIT "A"  
**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
COLLECTION AND PAYMENT PLAN POLICY**

This Collection and Payment Plan Policy ("Collection Policy") of Mountain Springs Ranch Property Owners Association (the "Association") was duly adopted on the 21<sup>st</sup> day of OCTOBER, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Collection Policy is adopted under the requirements of the TEX. PROP. CODE § 209.0062 for the adoption of an alternative payment schedule by which an Owner may make partial payments to the Association for assessments or any other amount owed to the Association without accruing additional monetary penalties. Any previously adopted collection or payment policies are of no further force or effect.

The adoption of this Collection Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Collection Policy shall become effective as of the date the Collection Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration.

1. Due Date of Assessments

A. General Assessments and Neighborhood Assessments: General Assessments and any Neighborhood Assessments shall be due and payable as of January 1st of each year and shall be collected annually in advance on the first (1st) day of January of each year until amended by the Board of Directors. The General Assessment and Neighborhood Assessment payments shall be due and payable on the first (1st) day of January ("Due Date"). If payment is not received within fifteen (15) days of the Due Date, a delinquent account shall commence, accruing interest, fees, and costs, as described herein.

B. Special Assessments: Special Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

C. Specific Assessments: Specific Assessments shall be billed pursuant to the terms adopted by the Board of Directors in accordance with the Declaration.

D. Other Assessments and Charges: Other Assessments, Charges, and fees, if applicable, shall be due and payable per the due date contained in the invoice from the Association to the Owner.

E. Receipt of Billing: It is the duty and obligation of each Owner to notify the Association by the 15th of the month in which the Assessment is due if no bill is received. It shall be no defense to the Owner's obligation to pay any amount due because of the Owner not receiving a bill.

## 2. Account Fees

A. Interest and Fees: For any account balance not paid in full within fifteen (15) days of the specified Due Date, beginning on the date following the Due Date, the account shall become delinquent (i.e., a "Delinquent Account"). A Delinquent Account, including all late fees (if applicable), administrative costs, collection costs, penalties, and expenses, including reasonable attorney's fees, shall bear interest monthly at a rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, whichever is less.

B. Lien and Filing Fees: For any Delinquent Account for which an affidavit of non-payment is filed, the Owner shall be charged the costs incurred by the Association for preparing and filing in the county records.

C. Return Payment Fee: If an Owner's payment is returned and/or dishonored for any reason, the Owner will be charged the lesser of \$30.00 or the maximum amount allowed by law per occurrence for the dishonored payment.

D. Costs: All collection costs, administrative fees and expenses, including reasonable attorney's fees, shall be charged to the account of the delinquent Owner.

E. Administrative Fees: If the delinquent Owner requests a Payment Plan, in addition to the monthly Assessment payment required, the delinquent Owner shall be charged an amount equal to any administrative fee by the Association and/or Association's management company, if applicable, or attorney.

3. Assessment Lien. All Assessments, interest, charges, late fees (if applicable), and other expenses, including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts or enforcing the Declaration, Bylaws, rules, regulations, and/or policies of the Association, payable by an Owner shall be a charge on an Owner's Property and secured by a continuing lien as per the Governing Documents, subject to applicable limitations imposed by the TEX. PROP. CODE Chapter 209.

4. Account Information. It is the sole responsibility and obligation of the Owner to provide the Association current billing information. If no information is provided, it shall be the presumption the billing address is the Property address of the Lot for which the Assessment is due. Otherwise, the Association shall use the Owner's last known mailing address as reflected in the records of the Association.

5. Third-Party Collection Costs. An Owner who has a Delinquent Account shall be held liable for fees of a collection agent retained by the Association provided the Association complies with TEX. PROP. CODE § 209.0064, as amended, and provides written notice to the Owner by certified mail, return receipt requested, at the Owner's address on record with the Association that:

A. Specifies each delinquent amount and the total amount of the payment required to make the account current;

B. Describes the options the Owner has to avoid having the account turned over to a collection agent, including information regarding availability of a payment plan through the Association;

C. Provides a period of at least forty-five (45) days for the Owner to cure the delinquency before further collection action is taken; and

D. Provides notice that attorney's and/or collection agent's fees and costs will be charged to the Owner if the delinquency continues after a certain date.

6. Priority of Payments.

A. Except as provided by Paragraph 6(B), payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority:

- (i) Any delinquent Assessment;
- (ii) Any current Assessment;
- (iii) Any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with the Assessments or any other charge that could provide the basis for foreclosure;
- (iv) Any reasonable attorney's fees incurred by the Association that are not subject to 6(A)(iii);
- (v) Any reasonable fines assessed by the Association; and
- (vi) Any other reasonable amount owed to the Association.

B. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association, the Association is not required to apply the payment in the order of priority specified by Paragraph 6(A) above.

7. Delinquency Notification. The Association may cause to be sent the following notification(s) to delinquent Owners:

A. Past Due Notice. In the event any Assessment payment balance remains unpaid fifteen (15) days from the Due Date, the account will be considered delinquent and a Past Due Notice may be sent via regular mail to each Owner with a Delinquent Account setting forth all Assessment(s), interest and other amounts due. The Past Due Notice will contain a statement that the full unpaid Assessment is due and that the Owner is entitled to a Payment Plan as required by the TEX. PROP. CODE § 209.0062. In the event any Owner is unable to pay the Assessment payment

when due, as specified in the Assessment billing, an Owner may enter into a Payment Plan as required by TEX. PROP. CODE § 209.0062 if eligible as per the Payment Guidelines contained herein. In the event an Owner chooses to enter a Payment Plan with the Association prior to turning the file over to a third-party collection firm, a charge of Ten and No/100 Dollars (\$10.00) per month will be added to each delinquent Owner's account balance for administrative costs related to the Payment Plan, and such additional administrative costs will continue until the entire balance is paid in full. In the event the file has been turned over to a third-party collection firm, the administrative fee will be equivalent to the fee charged to the Association by the third-party collection firm.

B. Statutory Notice. If, after a Past Due Notice has been sent, the delinquent Assessment amount due (i.e., not to include unbilled Assessments) is not paid in full, the Owner has not entered into a Payment Plan within sixty (60) days of the Due Date, or there is a default on the Payment Plan, a Statutory Notice required by TEX. PROP. CODE § 209.0064 or, alternatively, if the Association intends to suspend the Owner's privileges, a Statutory Notice compliant with TEX. PROP. CODE § 209.006, shall be sent via certified mail, return receipt requested, to each delinquent Owner. The Statutory Notice will set forth the following information and results of failure to pay, including explanation of:

- (i) Amounts Due: All delinquent Assessments and the total amount of the payment required to make the account current, including interest and other amounts due;
- (ii) Payment Plan: Advise the Owner, if eligible, to enter into a payment plan and options available to the Owner;
- (iii) Period to Cure: Advise the Owner has at least forty-five (45) days to cure the delinquency before further collection action is taken;
- (iv) Hearing: If the Board of Directors elects to suspend an Owner's rights or privileges, prior to doing so, Owners shall be given notice and opportunity for a hearing before the Board of Directors. If the Board of Directors intends to only pursue the collection of the Delinquent Account, the Owner is not entitled to a hearing. If applicable, a hearing shall be granted if a written request for a hearing is received by the Association not more than thirty (30) days of the date of the Statutory Notice sent to Owner;

If a hearing is requested within thirty (30) days of the date of the Statutory Notice, further collection procedures are suspended until the hearing process is completed. The Board of Directors shall set a hearing date not later than thirty (30) days after receipt of Owner's request for a hearing. Either party may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of both parties. Further collection steps will be determined by the action of the Board of Directors.

Not later than ten (10) days before the Association holds a hearing under TEX. PROP. CODE § 209.007, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the period described, an Owner is entitled to an automatic fifteen (15) day postponement of the

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

- (v) Referral of Account: Advise that in the event the Delinquent Account is not paid in accordance with the demand, the Delinquent Account will be referred to an attorney and all collection costs will be charged to the delinquent Owner's account.

8. Referral of Account to Association Attorney. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary in consultation with the Board of Directors including, but not limited to: sending demand letters; filing a lawsuit against the delinquent Owner for a monetary judgment, and foreclosure; instituting an expedited foreclosure action or judicial foreclosure proceeding; and, filing necessary claims, objections, and motions in the bankruptcy court and monitoring the bankruptcy case in order to protect the Association's interests.

In the event the Association has determined to foreclose its lien provided in the Declaration and to exercise the power of sale thereby granted, if applicable, such foreclosure shall be accomplished pursuant to the requirements of TEX. PROP. CODE § 209.0092 by first obtaining a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court of Texas. Alternatively, the Association may commence an action for a monetary judgment and judicial foreclosure of the lien permitted by TEX. R. CIV. P. 735.3, which provides "any lien that may be foreclosed using Rule 736 procedures may also be foreclosed by judgment foreclosure in an action for judicial foreclosure."

9. Bankruptcies. Upon receipt of any notice of a bankruptcy of an Owner, the account may be turned over to the Association's attorney so that the Association's interests may be protected.

10. Payment Plan Guidelines. The Association's payment plan guidelines ("Payment Plan") are as follows:

A. Unless otherwise ineligible as hereinafter stated, prior to any account being turned over to an attorney or third-party collection agent for collection, an Owner shall be permitted to make payments to the Association for delinquent Assessments or any other amount owed to the Association.

B. The minimum term of a Payment Plan offered by the Association shall be three (3) months. The Association will consider specific facts and circumstances for each delinquent Owner and may extend the Payment Plan for a longer period not to exceed twelve (12) months.

C. All requests for a Payment Plan must be submitted by the delinquent Owner in writing and in a form provided by the Association.

D. So long as the Owner is paying under, and in accordance with, the Payment Plan, no additional monetary penalties shall accrue other than permitted monthly administrative fees as provided for herein.

E. The Payment Plan becomes effective upon the Association's receipt of:

- (i) a Payment Plan prepared by the Association and signed by all titled Owners and the Association or its designated representative; and
- (ii) the first payment delivered in accordance with the Payment Plan.

F. The Payment Plan is voided automatically without notice if the Owner:

- (i) fails to return an executed Payment Plan and the initial payment;
- (ii) fails to timely make any of the scheduled payments;
- (iii) tenders a payment for less than the amount agreed upon in the Payment Plan; or
- (iv) has any tendered payment dishonored for any reason.

G. The Association shall have no obligation to enter into a Payment Plan with an Owner for a period of two (2) years after an Owner has failed to comply with the terms of a previous Payment Plan.

H. All new Assessments which accrue during the period of a Payment Plan shall be included in the total amount to be paid by the Owner according to the Payment Plan.


11. Enforcement. The Association has a duty to diligently collect all amounts due the Association from its Owners and shall exercise due diligence in collecting all Delinquent Accounts. In the event any delinquent Owner fails to pay their Delinquent Account after the file is forwarded to an attorney, suit is to be filed for collection of all amounts due and which accrue, including reasonable attorney's fees, and for the foreclosure of the lien against the Owner's Property for amounts permitted by law.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Collection and Payment Plan Policy was duly approved and adopted by the Board of Directors of MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION, on the 21st day of OCTOBER, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Collection and Payment Plan Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Springs Ranch, a planned community located in Comal County, Texas, as hereinabove described.

Signed this 21st day of OCTOBER, 2021.

MOUNTAIN SPRINGS RANCH PROPERTY OWNERS  
ASSOCIATION

By:   
Name: TED ZIMMERHANZEL  
Title: PRESIDENT

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
BOARD HEARING POLICY**

This Board Hearing Policy of Mountain Springs Ranch Property Owners Association (the "Association") was duly adopted on the 21 day of OCTOBER, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Board Hearing Policy is adopted under the requirements of the TEX. PROP. CODE § 209.007 and § 209.00505 governing procedures for hearings before the Board of Directors ("Board") of the Association for violations of the Governing Documents or appeals of denials by an architectural review authority as defined by TEX. PROP. CODE § 209.00505. Any previously adopted policies regulating violation or architectural review authority appeal hearings before the Board are of no further force or effect.

The adoption of this Board Hearing Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Board Hearing Policy shall become effective as of the date the Board Hearing Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. **Right to Hearing.** An Owner has a right to request a hearing before the Board, as follows, prior to enforcement actions concerning curable violations of the Governing Documents and to appeal decisions by the architectural review authority denying an Owner's application or request for the construction, alteration, or modification of an improvement. "Architectural Review Authority" (ARA) as used herein shall mean and refer to the governing authority for the review and approval of improvements within the subdivision.

A. An Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve matters in issue related to a curable violation of the Governing Documents

on or before the thirtieth (30th) day after the date written notice of the violation is mailed to the Owner in accordance with TEX. PROP. CODE § 209.006. Such notice and opportunity to request a hearing must be provided, as described herein, to the Owner prior to the Association:

- i. suspending an Owner's right to use common area;
- ii. filing a suit against an Owner other than a suit to collect regular or special assessments or foreclose under an Association's lien;
- iii. reporting any delinquency of an Owner to a credit reporting service;
- iv. charging an Owner for property damage; or
- v. levying a fine for a violation of the Governing Documents.

B. The right of an Owner to request a hearing to discuss a violation of the Governing Documents does not apply if:

- i. the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief or files a lawsuit that includes foreclosure as a cause of action; or
- ii. the temporary suspension of an Owner's right to use common area 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.

C. An Owner who receives written notice of a decision by an ARA denying an application or request by the Owner for the construction of improvements, in accordance with TEX. PROP. CODE § 209.00505(d), has the right to request a hearing before the Board to appeal the decision on or before the thirtieth (30th) day after the date written notice of the denial is mailed to the Owner. This Subsection C does not apply:

- i. if the Association consists of forty (40) or fewer Lots; or
- ii. during the development period or during any period in which the Declarant:
  - a. appoints at least a majority of the members of the ARA or otherwise controls the appointment of the ARA; or
  - b. has the right to veto or modify a decision of the ARA.

2. Notice Requirements. The Association must provide an Owner written notice as follows prior to enforcement action, as described in Section 1(A), or upon denial by the ARA of an Owner's application or request for the construction, alteration, or modification of an improvement.

A. Notice of Enforcement Action. Prior to an enforcement action for a curable violation of the Governing Documents for which an Owner has not previously been given notice and an opportunity to exercise any rights available under TEX. PROP. CODE § 209.006 in the preceding six months, the Association must provide the Owner written notice by certified mail. The notice must:

- i. describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Association from the Owner;
- ii. provide a reasonable period to cure the violation if the violation is curable and does not pose a threat to public health or safety;

- iii. specify a date by which the Owner must cure the violation if the violation is curable and does not pose a threat to public health or safety;
- iv. advise the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension if the violation is curable and does not pose a threat to public health or safety;
- v. advise the Owner may request a hearing in accordance with TEX. PROP. CODE § 209.007 on or before the thirtieth (30th) day after the date the notice was mailed to the Owner; and
- vi. advise 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.

B. Notice of Denial by Architectural Review Authority. A decision by the ARA denying an Owner's application or request for the construction, alteration, or modification of an improvement must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:

- i. 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
- ii. inform that the Owner may request, on or before the thirtieth (30th) day after the date the notice was mailed to the Owner, a hearing before the Board.

3. Hearing Request. Upon receipt of a notice of violation or denial by the ARA as described in Section 2 herein, an Owner may submit a written request, on or before the thirtieth (30th) day after the date written notice was mailed to the Owner, for a hearing before the Board. An ARA hearing request shall state the Owner's basis for appeal and include any evidence supporting the appeal. All requests for a hearing must be mailed, hand delivered or electronically delivered to the Association's address on the most recently filed management certificate. The Owner should verify receipt by Association if no response is received within a reasonable timeframe.

4. Hearing Date and Notification. The Association shall hold a hearing not later than the thirtieth (30th) day after the date the Board receives the Owner's request for hearing and shall notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Board of Directors may elect to conduct the hearing at a regular or a special called meeting with notice to the membership in accordance with TEX. PROP. CODE § 209.0051, as amended.

5. Prior to Enforcement Hearing.

A. Not later than ten (10) days before the Association holds a hearing for an enforcement action related to a curable violation of the Governing Documents as described in Section 1(A), the Association shall provide the Owner with an "evidence" packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. The evidence packet shall be provided by mail, hand delivery or electronic delivery.

B. If the Association does not provide a packet within the period described in Section

4(A), the Owner is entitled to an automatic fifteen (15) day postponement of the hearing.

6. Enforcement Hearing. During an enforcement hearing as described in Section 1(A), a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. If either party intends to make an audio recording of the meeting, notice of such intent shall be provided to the other party prior to the commencement of the hearing.

7. Architectural Review Authority Hearing. During an ARA hearing, the Board or the designated representative of the Association and the Owner or the Owner's designated representative shall each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and changes, if any, requested by the ARA in the notice provided to the Owner in accordance with TEX. PROP. CODE § 209.00505(d). If either party intends to make an audio recording of the meeting, notice of such intent shall be provided to the other party prior to the commencement of the hearing. Only one hearing is required. However, a hearing may be suspended and reconvened at a later date by agreement of the parties.


The Board may affirm, modify, or reverse, in whole or in part, any decision of the ARA as consistent with the Governing Documents. Any decision by the Board shall be made at a regular or special meeting of the Board in open meeting for which prior notice was given. After a vote in an open meeting, the Board may issue a written decision. If the Board does not vote on the appeal within thirty (30) days of the date of the hearing, the appeal shall be considered denied.

#### CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Board Hearing Policy was duly approved and adopted by the Board of Directors of MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION, on the 21<sup>st</sup> day of OCTOBER, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Board Hearing Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Springs Ranch, a planned community located in Comal County, Texas, as hereinabove described.

Signed this 21<sup>st</sup> day of OCTOBER, 2021.

MOUNTAIN SPRINGS RANCH PROPERTY OWNERS  
ASSOCIATION

By:   
Name: TED ZIMMERHANZEL  
Title: PRESIDENT

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
RELIGIOUS DISPLAY POLICY**

This Religious Display Policy of Mountain Springs Ranch Property Owners Association (the "Association") was duly adopted on the 21st day of OCTOBER, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Religious Display Policy is adopted under the requirements of the TEX. PROP. CODE § 202.018 for the adoption of a policy regulating the display of religious items at an Owner's or resident's property or dwelling by establishing statutory permitted rules, regulations and restrictions. Any previously adopted policies regulating the display of religious items are of no further force or effect.

The adoption of this Religious Display Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Religious Display Policy shall become effective as of the date the Religious Display Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General. An Owner or resident may, in accordance with the restrictions herein and with prior approval from the Association confirming compliance herewith, display or affix on the Owner's or resident's property or dwelling one or more religious items for which such display is motivated by the Owner's or resident's sincere religious belief ("Religious Displays").

2. Restrictions.

- A. Religious Displays may not:
  - i. threaten public health or safety;

- ii. violate any law other than a law prohibiting the display of religious speech; or
- iii. contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

B. Religious Displays may not be displayed or affixed:

- i. on property owned or maintained by the Association;
- ii. on property owned in common by members of the Association, such as a fence between adjacent properties owned by both property Owners, unless otherwise approved in writing by the common, non-displaying Owner;
- iii. in a location or way that violates an applicable building line, right-of-way, setback, or easement; or
- iv. on a traffic control device, streetlamp, street sign or pole, fire hydrant, or utility sign, pole or fixture.

C. Religious Displays, including any lighting associated with such display, shall be confined to the Owner's or resident's property and shall not be a nuisance to other Association members. For any Religious Display which violates any applicable nuisance provision in the Governing Documents or law, the Owner or resident shall remove or modify the Religious Display to comply with such provision or law.

D. Any audio associated with or accompanying a Religious Display is prohibited.

E. Religious Displays should be maintained in a good condition at all times and in the same manner as is required for other improvements according to the Governing Documents.

3. Temporary Religious Displays. This Religious Display Policy shall apply to temporary Religious Displays or "decorations" (as commonly referred to as, or determined by, an ordinary person) associated with dates of religious significance. Such temporary Religious Displays or "decorations" shall also abide by applicable rules or regulations governing holiday displays or decorations, if any, so long as said rule or regulation does not prohibit a property Owner or resident from displaying or affixing on the Owner's or resident's property or dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief and does not violate the rules, regulations, and restrictions contained herein to the extent permitted by TEX. PROP. CODE § 202.018.

4. Removal of Religious Displays. Religious Displays placed on property owned by the Association including, but not limited to, common areas or on public property or affixed on a traffic control device, streetlamp, street sign or pole, fire hydrant, or utility sign, pole or fixture are declared to be abandoned trash at the time of placement and shall, unless prohibited by law, be removed and discarded by the Association, as permitted by TEX. PROP. CODE § 202.018(d), without any liability or responsibility to the Owner. The Association, in its sole discretion, may retain the Religious Display for not less than fourteen (14) calendar days from the date the Religious Display is collected for retrieval by the Owner. Should the Owner not retrieve the Religious Display within the specified time period, the Religious Display shall be discarded.


5. Approval Required. Approval by the Association's Architectural Review Authority, as defined by TEX. PROP. CODE § 209.00505, shall be required for Religious Displays to ensure the Religious Display is not in violation of any of the restrictions contained herein.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Religious Display Policy was duly approved and adopted by the Board of Directors of MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION, on the 21<sup>ST</sup> day of OCTOBER, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Religious Display Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Springs Ranch, a planned community located in Comal County, Texas, as hereinabove described.

Signed this 21<sup>ST</sup> day of OCTOBER, 2021.

MOUNTAIN SPRINGS RANCH PROPERTY OWNERS  
ASSOCIATION

By:   
Name: TED ZIMMERHANZEL  
Title: PRESIDENT

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
SWIMMING POOL ENCLOSURES POLICY**

This Swimming Pool Enclosures Policy of Mountain Springs Ranch Property Owners Association (the "Association") was duly adopted on the 21<sup>st</sup> day of OCTOBER, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Swimming Pool Enclosures Policy is adopted under the requirements of the TEX. PROP. CODE § 202.022 governing the regulation of swimming pool enclosures by an Association. Any previously adopted policies regulating swimming pool enclosures are of no further force or effect.

The adoption of this Swimming Pool Enclosures Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Swimming Pool Enclosures Policy shall become effective as of the date the Swimming Pool Enclosures Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General.

- A. A "swimming pool enclosure" as that term is used herein means a fence that:
- i. surrounds a water feature, including a swimming pool or spa;
  - ii. consists of transparent mesh or clear panels set in metal frames;
  - iii. is not more than six (6) feet in height; and
  - iv. is designed with the intent to be unclimbable.

B. An Owner may, in accordance with the design requirements herein, install a swimming pool enclosure on the Owner's property so long as the swimming pool enclosure conforms to applicable federal, state, or local safety requirements and building codes.

2. Design Requirements.

A. A swimming pool enclosure must not be more than six (6) feet in height.

B. A swimming pool enclosure must be designed to be unclimbable. Enclosures should be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the enclosure barrier.

C. The metal frames for swimming pool enclosures consisting of transparent mesh or clear panels must be black, dark green or brown in color, or another color approved in writing by the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505.

D. Swimming pool enclosures constructed with chain link metal fencing are strictly prohibited.

E. As an alternative to the swimming pool enclosure design described in Section 2(C), the following swimming pool enclosure designs are permitted to be constructed or installed on a Lot so long as the enclosure complies with Subsections A, B, D, and H:

i. A brick, stone, stucco, or concrete wall that is harmonious in appearance to the residence or other improvements on the Lot and complies with any other requirements in the Governing Documents pertaining to materials, location, or appearance. No indentations or protrusions are permitted other than normal construction tolerances and masonry joints;

ii. An ornamental metal, wood or other materials fence with vertical pickets or bars that are spaced not more than four inches (4") apart and that complies with any other requirements in the Governing Documents pertaining to materials, location, or appearance. Any horizontal member should be placed on the interior of the enclosure at a height that will not permit a young child to use the horizontal member to climb the enclosure barrier (e.g., at least 45 inches above the ground); or

iii. A wood fence with vertical pickets in which the post and rail support structure is on the interior of the enclosure. Any horizontal member should be placed at a height that will not permit a young child to use the horizontal member to climb the enclosure barrier (e.g., at least 45 inches above the ground). Any such wood fence design must also comply with any other requirements in the Governing Documents pertaining to materials, location, or appearance.

F. Any swimming pool enclosure door or gate should:

i. have a self-closing and self-latching device;

ii. have hardware enabling it to be locked at the option of whoever controls the gate; and

iii. should open outward away from the water feature.

G. For residences with children 4 years old or younger, Owners should follow the recommendations of the U.S. Consumer Product Safety Commission, including installing swimming pool enclosure doors or gates with alarms and floating pool alarms.

H. All swimming pool enclosures must conform to applicable federal, state, or local safety requirements and building codes.


3. Approval Required. All new or modified swimming pool enclosures must be submitted to, and approved by, the Association's ARA prior to the commencement of construction or the installation of the swimming pool enclosure.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Swimming Pool Enclosures Policy was duly approved and adopted by the Board of Directors of MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION, on the 21st day of OCTOBER, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Swimming Pool Enclosures Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Springs Ranch, a planned community located in Comal County, Texas, as hereinabove described.

Signed this 21st day of OCTOBER, 2021.

MOUNTAIN SPRINGS RANCH PROPERTY OWNERS  
ASSOCIATION

By:   
Name: TED ZIMMERHANZEL  
Title: PRESIDENT

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
SECURITY MEASURES POLICY**

This Security Measures Policy of Mountain Springs Ranch Property Owners Association (the "Association") was duly adopted on the 21<sup>st</sup> day of OCTOBER, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Security Measures Policy is adopted under the requirements of the TEX. PROP. CODE § 202.023 governing the regulation of security measures by an Association. Any previously adopted policies regulating security measures or devices are of no further force or effect.

The adoption of this Security Measures Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Security Measures Policy shall become effective as of the date the Security Measures Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General. An Owner may, in accordance with the restrictions herein, build or install security measures on their private property. "Security Measure" as that term is used herein may include, but is not limited to: security cameras and associated signal transmission and recording equipment; motion detectors and associated devices (e.g., lights or cameras); and perimeter fences.

2. Restrictions.

A. Security cameras may be installed only on the Owner's private property. Cameras may be directed toward and record any portion of the Owner's private property and adjacent public areas such as a street, sidewalk, or greenbelt. Cameras may not be directed toward or record the private property of a neighboring or adjacent Lot Owner.

B. Motion detectors may be installed only on the Owner's private property to detect motion on the Owner's private property or adjacent public areas such as a street, sidewalk, or greenbelt. Motion detectors shall not be positioned to detect motion on the private property of a neighboring or adjacent Lot Owner.

C. Accessory devices such as lights, alarms, or other sound generating devices connected to a motion detector shall not be a nuisance to other Association member(s). Any light or sound activated by a motion detector shall be confined to the Owner's property (e.g., no light shall be directed at a window of a neighboring residence) and shall not be of a brightness, volume, or intensity that may be deemed a nuisance by a reasonable person with normal sensitivities and shall turn off after a reasonable amount of time. A motion detector must not be used to activate any device which could cause physical harm to persons or animals.

D. Perimeter fences may be installed on an Owner's property. "Perimeter fence" means any fence, wall or similar barrier located on, along, parallel to and/or near the perimeter boundaries of the property, notwithstanding any applicable improvement setback. Any such perimeter fence must comply with the requirements pertaining to the type of fencing as may be established by the Association's Architectural Review Authority ("ARA"), as defined by TEX. PROP. CODE § 209.00505.

E. Any perimeter fence that crosses over a drainage easement, ditch, culvert or natural drainage area must be:

- i. constructed such that it does not significantly interfere with the flow of water or drainage; and
- ii. compliant with all federal, state, county, and city regulations.

F. Lighting may be used as a Security Measure. Any such lighting shall be confined to the Owner's property and minimize spillover to adjacent properties, public areas and common areas. Spillover may be minimized with placement, screening and shielding on the fixture. All exterior lighting must be of a type and design permitted by the Association's Governing Documents.

G. Any Security Measure built or installed on a property Owner's Lot must comply with all applicable federal and state laws and local ordinances.

3. Approval Required. All new or modified Security Measures must be submitted to, and approved by, the Association's ARA prior to the commencement of construction or the installation of any Security Measure.


[Signature page follows]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Security Measures Policy was duly approved and adopted by the Board of Directors of MOUNTAIN SPRINGS PROPERTY OWNERS ASSOCIATION, on the 21<sup>st</sup> day of OCTOBER, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Security Measures Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Springs Ranch, a planned community located in Comal County, Texas, as hereinabove described.

Signed this 21<sup>st</sup> day of OCTOBER, 2021.

MOUNTAIN SPRINGS RANCH PROPERTY OWNERS  
ASSOCIATION

By:   
Name: TED ZIMMERHANZEL  
Title: PRESIDENT

**MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION  
ASSOCIATION CONTRACTS AND SOLICITATION OF BIDS POLICY**

This Association Contracts and Solicitation of Bids Policy of Mountain Springs Ranch Property Owners Association (the "Association") was duly adopted on the 21<sup>st</sup> day of OCTOBER, 2021, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Mountain Springs Ranch, a planned community, subject to the Declaration of Covenants, Conditions, and Restrictions for Mountain Springs Ranch, recorded as Document No. 200406003365, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit One, recorded as Document No. 200406003366, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Two, recorded as Document No. 200506005158, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Springs Ranch Unit Three, recorded as Document No. 200506043479, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Estates At Mountain Springs Ranch, recorded as Document No. 200506005159, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Hills At Mountain Springs Ranch, recorded as Document No. 200506044691, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Ridge At Mountain Springs Ranch, recorded as Document No. 200506005160, in the Official Public Records of Comal County, Texas; Supplemental Declaration of Covenants, Conditions and Restrictions for The Vistas At Mountain Springs Ranch, recorded as Document No. 200406003367, in the Official Public Records of Comal County, Texas, together with all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Association Contracts and Solicitation of Bids Policy is adopted under the requirements of the TEX. PROP. CODE § 209.0052 governing Association contracts and for the adoption of a bid solicitation process for use by the Association in contracting for services over \$50,000. Any previously adopted policies or other Governing Documents setting forth requirements for Association contracts or a bid solicitation process are of no further force or effect.

The adoption of this Association Contracts and Solicitation of Bids Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Association Contracts and Solicitation of Bids Policy shall become effective as of the date the Association Contracts and Solicitation of Bids Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. Association Contracts.

A. The Association may enter into an enforceable contract with a current Association Board member, a person related to a current Association Board member within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, a company in which a current Association Board member has a financial interest in at least 51 percent of the profits, or a company in which a person related to a current Association Board member within the

third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a financial interest in at least 51 percent of profits only if the following conditions are satisfied:

- i. the Board member, relative, or company bids on the proposed contract and the Association receives at least two other bids for the contract from persons not associated with the Board member, relative, or company, if reasonably available in the community;
- ii. the Board member:
  - a. is not given access to the other bids;
  - b. does not participate in any Board discussion regarding the contract; and
  - c. does not vote on the award of the contract;
- iii. the material facts regarding the relationship or interest with respect to the proposed contract are disclosed to or known by the Association Board and the Board, in good faith and with ordinary care, authorizes the contract by an affirmative vote of the majority of the Board members who do not have an interest governed by this Section 1; and
- iv. the Association Board certifies that the other requirements of this Section 1 have been satisfied by a resolution approved by an affirmative vote of the majority of the Board members who do not have an interest governed by this subsection.

B. Should the Association propose to contract for services that will, based on the Board of Directors' reasonable and anticipated projections, cost more than \$50,000, the Association shall use the bid solicitation procedure as outlined in Section 2 herein. The Board of Directors may, but is not obligated, to abide by this Association Contracts and Solicitation of Bids Policy when engaging in contracts for services which cost \$50,000 or less. For multi-phased project services comprised of dependent and related phases, the total estimated cost of all phases of the project shall be used to determine whether a contract will exceed \$50,000. For multi-phased projects comprised of independent but related phases, each phase shall be considered individually when determining whether Section 2 applies. For recurring contracted services, the cost shall be based on the annual cost for such service.

C. Regardless of the amount of a contract for goods or services, the Association shall comply with the standard of conduct and ethical principles as outlined in Section 1(A) and all applicable state and federal laws governing nonprofit and charitable organization contracts.

## 2. Bid Solicitation Procedure.

A. Prior to contracting for services in which the cost will exceed \$50,000, the Board of Directors of the Association, or its authorized agent, shall send out a request for proposals (RFPs) or solicitation document to prospective vendors that includes at least:

- i. a description of the service(s) sought;
- ii. the criteria that a vendor's submission must address in order to be considered by the Association;
- iii. the requirements to qualify, if any;
- iv. a list of required documents, if any;

- v. any restrictions on performance, if any;
- vi. a deadline for submission;
- vii. instructions on how and/or where to submit proposals; and
- viii. contact information for the Association or its authorized agent.

The Board of Directors may, in its sole discretion, determine the solicitation materials that are appropriate for a procurement and the manner in which they are prepared and, therefore, may request additional information as it deems necessary.

B. The Board of Directors shall make every effort to obtain at least two proposals or bids. If the service sought is of a specialized nature or in a specialized industry where potentially qualified persons are difficult or burdensome to ascertain, the Board of Directors may recruit potential, qualified vendors and award such contract to a single vendor even though less than two proposals or bids may have been obtained. However, in such case, the Board of Directors shall include in their Board meeting minutes a description of the efforts to obtain competitive bids or the reason the Board of Directors could not obtain competitive bids. This subsection shall not apply to an Association contract subject to the requirements of Section 1 above.

C. Upon receipt of the requested proposals or bids, the Board of Directors shall review the proposals or bids; identify qualified applicants; engage in any written or oral discussions with qualified applicants, if needed; and request any additional information from qualified applicants. Any interested Board member, as described in Section 1(A), shall recuse himself/herself from discussions unless requested otherwise by other Board members and shall not vote on the contract. Any contract discussions occurring at a Board meeting may be done in executive session.

D. The Board of Directors shall, in its sole discretion and using its best judgment, determine the applicant or vendor that is best qualified to meet the Association's needs and need not necessarily award a contract to the lowest bidder. A contract shall be awarded by the affirmative vote of a majority of the Board members, excluding any member who has a direct or indirect financial interest in any business or entity or with any individual associated with such business or entity which shall benefit financially from the contemplated contract.

E. The Board of Directors shall notify the applicant or vendor in writing of its decision and intent to contract and shall proceed with contract negotiation and/or procurement.

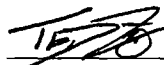
[Signature page follows]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Association Contracts and Solicitation of Bids Policy was duly approved and adopted by the Board of Directors of MOUNTAIN SPRINGS RANCH PROPERTY OWNERS ASSOCIATION, on the 21<sup>st</sup> day of OCTOBER, 2021, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Association Contracts and Solicitation of Bids Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Mountain Springs Ranch, a planned community located in Comal County, Texas, as hereinabove described.

Signed this 21<sup>st</sup> day of OCTOBER, 2021.

MOUNTAIN SPRINGS RANCH PROPERTY OWNERS  
ASSOCIATION

By:   
Name: TED ZIMMERHAUZEL  
Title: PRESIDENT

**Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
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*Bobbie Koepf*