

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
600 West 5th St., Suite 900
Austin, Texas 78701
rburton@winstead.com



HERITAGE SUPPLEMENT TO COMMUNITY MANUAL

M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company, and TRI POINTE HOMES TEXAS, INC., a Texas corporation (collectively, “Declarant”), is the Declarant under that certain Heritage Master Covenant [Residential], recorded as Document No. 22029799, Official Public Records of Hays County, Texas (as amended or supplemented, the “Covenant”). Declarant adopted and recorded that certain Heritage Community Manual, recorded as Document No. 22029869, Official Public Records of Hays County, Texas, as amended and supplemented from time to time (collectively, the “Community Manual”). Pursuant to *Article 1* of the Covenant, Declarant reserved the right to amend or supplement the Community Manual during the Development Period (as defined in the Covenant). The Development Period has not expired. This Supplement to Heritage Community Manual (this “Supplement”) becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Supplement to be effective as of the date it is Recorded.

[SIGNATURE PAGES FOLLOW]

DECLARANT:

M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company

By: 

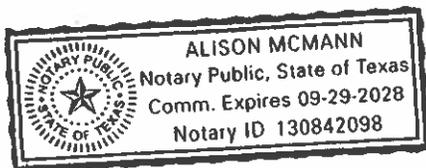
Printed Name: DEREK BAKER

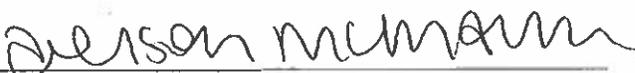
Title: AREA PRESIDENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14 day of NOVEMBER, 2025, by DEREK BAKER, AREA PRESIDENT of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of such limited liability company.

[seal]

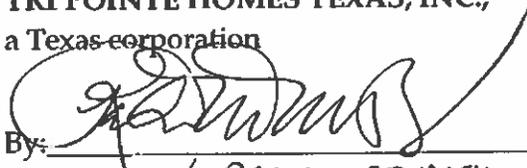



Notary Public, State of Texas

[SIGNATURE PAGES CONTINUE]

DECLARANT:

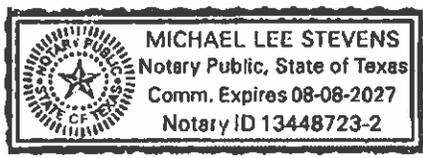
TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

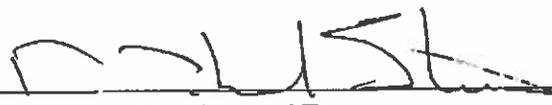
By: 
Printed Name: RACHAEL PENDLEY
Title: Vice President community Experience

STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 12th day of November, 2025, by RACHAEL PENDLEY, Vice President of TRI POINTE HOMES TEXAS, INC., a Texas corporation, on behalf of such corporation.

[seal]




Notary Public, State of Texas.

HERITAGE
SUPPLEMENT TO COMMUNITY MANUAL
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ATTACHMENT 11

HERITAGE MASTER COMMUNITY, INC. POOL RULES

Terms used but not defined herein shall be given those definitions set forth in Heritage Master Covenant [Residential], recorded as Document No. 22029799, Official Public Records of Hays County, Texas, as the same may be amended from time to time (collectively, the "Covenant").

These Pool Rules have been adopted by the Heritage Master Community, Inc. (the "Association") for orderly administration of the swimming pool (the "Swimming Pool").

NO LIFEGUARD ON DUTY-SWIM AT YOUR OWN RISK

*POOL HOURS:

Monday: 7:00 a.m. to 10:00 p.m.
Tuesday: 7:00 a.m. to 10:00 p.m.
Wednesday: 7:00 a.m. to 10:00 p.m.
Thursday: 7:00 a.m. to 10:00 p.m.
Friday: 7:00 a.m. to 10:00 p.m.
Saturday: 7:00 a.m. to 10:00 p.m.
Sunday: 7:00 a.m. to 10:00 p.m.

**The pool will be closed seasonally and may be closed periodically for maintenance and/or repairs. The dates on which the pool is open and/or closed may vary and may or may not be posted.

1. **WARNING – NO LIFEGUARD ON DUTY.** Swimming and use of the Swimming Pool is at your own risk. Lifesaving equipment is for **EMERGENCY USE ONLY!**
2. The Swimming Pool is available only to residents and their non-resident guests. A resident over the age of eighteen (18) years must accompany all non-resident guests. Residents age sixteen (16) years and above may utilize the Swimming Pool without being accompanied by an adult. Residents who have not reached their sixteenth (16th) birthday must be attended at all times by a parent or guardian over the age of eighteen (18) years.
3. A resident over the age of eighteen (18) years must accompany each non-resident guest. Each household is limited to two (2) guests per-day.
4. The gate to the Swimming Pool is designed for entry/exit use by key-card or key fob holders only and must remain closed at all times.
5. **NO DIVING.** No diving or jumping of any kind is allowed ("somersaults", "back dives", "cannon balls", "preacher seats", "can openers" or similar type entries from the edge of the pool are prohibited).

6. Running, jumping, or any movement other than ordinary walking inside the Swimming Pool area is strictly prohibited.
7. NO pets are allowed within the Swimming Pool area.
8. Each resident is responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in trash receptacle or otherwise disposed of properly.
9. NO glass containers of any kind are permitted.
10. The use of controlled substances is NOT permitted.
11. NO alcohol is allowed in pool gated area.
12. NO tobacco products of any kind are permitted, and NO smoking, smokeless tobacco or vaping is permitted.
13. All food and beverages must remain at least six (6) feet away from the Swimming Pool.
14. No weapons of any kind are permitted on property owned by the Association. The discharge of firearms, pellet guns, bow and arrows, slingshots, and other hazardous items is prohibited.
15. Appropriate swim attire must be worn at all times when using the Swimming Pool. No tee backs (thongs), (jean) cutoffs, or street clothes are allowed.
16. Water wings and small floats, e.g., "noodles" are allowed. No large, multi-person, inflatables are allowed in the pool. Children that are not water safe, including those utilizing water wings or any other type of floatation device, must be accompanied in the water by a parent or guardian over the age of eighteen (18) years and be within arm's length distance.
17. Infants up to three (3) years, or older if necessary, must wear swim diapers. Adult supervision is required at all times for children in the Swimming Pool.
18. Resident must notify property management of lost or stolen pool card(s) to be de-activated, replacement cards are subject to a fee as established by the Board of Director.
19. The Community Manager or other Association representatives may limit access to the pool from time to time due to occupancy limits, weather, the condition of the pool, or maintenance. In the event of inclement weather, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased. Patrons are welcome to stay in the pool area during this time but are cautioned to stay a safe distance from the water.

20. Residents shall indemnify and hold harmless the Association, and the Community Manager, together with their respective officers, agents, directors, and employees, from all claims, demands, loss, damage or expense including, but not limited to, those for death, for personal or bodily injuries, or for property damages arising out of or in connection with the use of the Swimming Pool by a resident or arising out of any acts or omissions of resident, his employees, agents, representatives, customers, guests or invitees.
21. Violations of any of these rules may include forfeiture of pool privileges (duration to be determined by the Board of Directors). Application of penalties, if necessary, will be at the sole discretion of the Association's Board of Directors.
22. By using the pool and pool facilities, you agree to be bound by the Pool Registration Form and Usage Agreement. The Association or Community Manager may require return of the completed Pool Registration Form and Usage Agreement before permitting access to the pool.

*** Pool hours are subject to change. Current pool hours may be posted.**

****The pool will be closed seasonally and may be periodically closed for maintenance or repairs.**

Please confirm current pool hours and open dates with the Community Manager.

ATTACHMENT 12

HERITAGE MASTER COMMUNITY, INC.

Pool Registration Form and Usage Release Agreement

Name: _____ Cell: _____ Phone: _____

Spouse's Name: _____ Cell: _____ Phone: _____

Street Address: _____

Phone: _____ Email 1: _____ Email 2: _____

Resident Tenant Corporate Owner of Property

Registered Heritage Residents For Pool Access:

Name	Relation	Age	Name	Relation	Age
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I. AUTHORIZATION, WAIVER, AND INDEMNIFICATION BY PARENT(S) OR LEGAL GUARDIAN(S) (MINOR CHILD(REN) UNDER 18). I, FOR MYSELF, MY HEIRS, AND FOR ANY MINOR CHILDREN LISTED BELOW (EACH, A "USER"), HOLD HARMLESS AND RELEASE HERITAGE MASTER COMMUNITY, INC. (THE "COMMUNITY"), AND THE COMMUNITY'S MANAGERS, AGENTS, EMPLOYEES, AFFILIATES, OFFICERS, AND DIRECTORS (THE "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, EXPENSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, INCLUDING DEATH, ARISING OUT OF OR RELATING IN ANY WAY TO USE OF THE COMMUNITY'S FACILITIES OR PROPERTY (THE "PROPERTY"), INCLUDING ANY SUCH CLAIMS ARISING OUT OF OR CAUSED BY ANY ACT OR OMISSION BY THE RELEASED PARTIES, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH USER'S USE OF THE PROPERTY, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES.

II. Authorization of Medical Treatment

In the event that I cannot be reached, I authorize and direct any employee or agent representing the Community to make emergency medical decisions for the child(ren), and release the Community from liability for the cost of such medical treatment.

III. Applicable Rules

I acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the Community, as currently in effect and as may be amended from time to time.

IV. Photo Release

By selecting YES, I acknowledge and agree that images of me and my family may be used in promotional materials for the Community which may be published in print, video, or digital format. YES NO

V. Constant Contact

Would you like to be added to our email distribution list: YES NO

I have read and understand the terms of these Authorization and Waivers and have willingly signed below as my own free act, being both of lawful age and legally competent to do so.

Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

_____	_____	_____	_____
Key Fob Number Number	Key Fob Number	Remote Clicker Number	Remote Clicker
_____	_____	_____	_____
Key Fob Number Number	Key Fob Number	Remote Clicker Number	Remote Clicker

**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.

25042844 RESTRICTIONS
11/19/2025 03:50:05 PM Total Fees: \$73.00

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

