

**SCOFIELD PHASE VIII RESIDENTIAL OWNERS ASSOCIATION, INC.
POOL RULES**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, _____, President of Scofield Phase VIII Residential Owners Association, Inc. ("Association"), do hereby certify that at a meeting of the Association's Board of Directors ("Board") duly called and held on the ____ day of _____, 2025, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following Scofield Phase VIII Residential Owners Association, Inc. Pool Rules ("Rules") were approved by a majority vote of the members of the Board:

RECITALS

WHEREAS, the property encumbered by these Rules is that property restricted by the Declaration of Covenants, Conditions and Restrictions recorded in the Official Public Records of Real Property of Travis County, Texas, Volume 12255, Page 1, *et. seq.*, 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.

WHEREAS, the Declaration allows the Board to adopt rules and regulations and Article 5, Section 5.4(e) of the Association's Declaration provides the Board with the authority to adopt and publish rules and regulations governing the use of the Common Area.

WHEREAS, the Board desires to adopt rules and regulations relating to the use of the Association's pool by residents and guests.

WHEREAS, these Rules supersede and replace any and all pool rules previously adopted by the Association, if any.

WHEREAS, all capitalized terms used in these Rules shall have the same meanings as that ascribed to them in the Declaration, unless otherwise provided herein.

NOW THEREFORE, the Board hereby adopts the following Rules:

POOL RULES

1. COMPLIANCE

- a. Owner Responsibility. Each Owner shall comply with the provisions of these Rules, as same may be amended and/or supplemented by the Board from time to time. Additionally, each Owner shall be responsible for compliance with these Rules by his/her occupants or tenants and his/her family members, invitees, tenants, subtenants, agents, employees, or contractors

(collectively, "Guests"). If a Rule requires, prohibits or permits conduct by an Owner, each of those Rules shall be deemed to apply to all persons for whom an Owner is responsible, including but not limited to Guests. Use of the term "Owner" in these Rules shall be deemed to include and apply to all Co-Owners of a Lot, who shall be jointly and severally responsible for compliance with these Rules. An Owner should contact the Association's management company ("Manager") if he or she has a question concerning these Rules.

- b. Additional Rules. Each Owner shall comply with all rules and signs posted from time to time within the community pool (referred to as "Pool"), pool facilities ("Facilities") and surrounding areas (collectively, the "Pool Area"), including those regulating the use of the Pool Area. Each Owner shall comply with notices communicated by the Manager or Board, from time to time, in the nature of seasonal or temporary rules. Each Owner must comply with the notices, rules and temporary rules that may be posted on the entry to the Pool from time to time ("Posted Rules and the Temporary Rules"). The Posted Rules and the Temporary Rules are incorporated into these Rules by reference. Additional Rules are attached hereto as Exhibit "1" and all Owners and Guests must comply with same.
- c. Right to Enforce. The Board and Manager have the right to enforce these Rules against any Owner and his/her family members, invitees, guests, tenants and their invitees and/or guests.
- d. Emergency. Notwithstanding anything in these Rules to the contrary, the Board shall have the right, without the obligation, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of Owners, and other persons on or near the Pool and to prevent damage or destruction of the Pool and Pool Area.
- e. Pool Waiver. If required by the Board, each Owner, tenant or Guest must sign a Pool Waiver Form provided by the Association prior to entering and/or using the Pool Area and Pool.

2. ACCESS

- a. Key Card. The Pool can be accessed with a pool key Card. A pool key Card will only be activated for an Owner in good standing and as long as the Owner has completed and executed a Waiver Form. A lost pool key Card will be replaced for a fee of \$25.00 and the lost pool key Card will be deactivated.
- b. Identification. Owner and occupant must have a pool key Card with them to enter the Pool Area. If an Owner or occupant is new to the Association and has not updated their driver's license to show their current address, they may present a driver's license and utility bill as proof of residency.
- c. Gates. The pool gates are to be remained locked at all times. Under no circumstances may a pool gate be propped open. Members must use their own pool key Card for entry and may not open the gate for others.

3. USE

- a. Members. Use of the Pool and Pool Area is restricted to Owners, tenants and their Guests.

- b. Risk. All persons using the Pool do so at their own risk, unless there is a lifeguard on duty. There is always a risk of personal injury when using the Pool. Please read and observe all warning signs located in the Pool Area. The Association is not responsible for accidents, injury or loss. All persons under fourteen (14) years of age must be accompanied by an adult while in the Pool Area. Each Owner and occupant must be considerate of the other Owners and occupants in the matter of inviting Guests to use the Pool since the Owners and occupants have first consideration as to the use of the Pool. No Owner or occupant shall invite more than two (2) guests per Lot without the prior written approval of the Board. Guests are not permitted unless the Owner or occupant who has invited the Guest is with them at the Pool.
- c. Indemnity. Each Owner or occupant shall be deemed to have indemnified and agreed to hold harmless the Board and the Association from and against any loss, claim, or liability of any kind or character whatever resulting from his or her use and/or their Guests' use of the Pool.
- d. Health. For the protection of each Owner and Guest, anyone with an infectious disease, sore, wound, or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind, cannot use the Pool. No non-swim diapers are allowed to be worn in the Pool. Pets are forbidden in and around the Pool unless otherwise approved in writing by the Board. OWNERS, RESIDENTS AND THEIR GUESTS SHALL NOT USE THE POOL IF THEY HAVE HAD DIARRHEA IN THE PREVIOUS TWO (2) WEEKS. **IF A FECAL ACCIDENT OCCURS: All swimmers must exit the pool immediately, and the pool will be closed for a minimum of two (2) hours from the time the pool has been chemically treated.** The pool will be cleaned, disinfected and tested, and proven to be free from contamination before the pool will be reopened. If an Owner or resident or their invited Guest(s) is found to be responsible for a closure due to fecal matter, all costs to clean and reopen the pool may be assigned and charged to that Owner or resident. Incidents should be reported to the Manager, immediately.

4. OWNER OBLIGATIONS

- a. Safety. Each Owner is solely responsible for such Owner's own safety and for the safety, well-being and supervision of such Owner's Guests, and any person using the Pool to whom the Owner has a duty of due care, control, or custody.
- b. Damage. Each Owner is responsible for any loss or damage to his or her personal property, the personal property of other individuals using the Pool, if such loss or damage is caused by the Owner, Guest or other person for whom the Owner is responsible. The Association is not responsible or liable in any way for any damage or loss incurred while using the Pool.
- c. Reimbursement for Enforcement. An Owner shall promptly reimburse the Association for any expenses incurred by the Association to enforce these Rules against such Owner, Guest or other persons for whom the Owner is responsible.
- d. Reimbursement for Loss and Damages. An Owner shall promptly reimburse the Association for the cost of any loss or damage to the Pool caused by the negligence or willful misconduct

of the Owner, Guest, or other persons for whom the Owner is responsible.

5. OCCUPANCY STANDARDS

- a. Number. Notwithstanding anything to the contrary herein, an Owner is limited to two (2) Guests per Lot, unless otherwise approved in writing by the Board.
- b. Minors. No person under the age of fourteen (14) may use the Pool unless accompanied by an adult. An Owner must provide satisfactory proof of the ages and relationships among the Guests of such Owner upon request of the Board.
- c. Danger. The Association may prohibit occupancy by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.
- d. Guests. Except for tenants under leases, a non-Owner may not use the Pool unless accompanied at all times by an Owner. Each Owner agrees to assume all responsibility for the care and well-being of such Owner's Guest or invitee relating to the use of the Pool. The right of an Owner to share the use of the Pool with such Owner's Guests or invitees is subject to suspension by the Board if these Rules are violated.

6. POOL ETIQUETTE

- a. Courtesy. Each Owner and Guest shall endeavor to use the Pool in a manner calculated to respect the rights and privileges of other Owners and Guests.
- b. Annoyance. The Pool shall not be used in any way that may reasonably be considered annoying to Owners and Guests, or that may endanger the health or safety of other Owners and Guests or violate any law or any provision of the Dedicatory Instruments (as defined in the Texas Property Code). Each Owner and Guest shall avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Owners and Guests, or the Board or Association's employees and agents.
- c. Music. Speakers of less than 10lbs and moderate volume only (60 decibels) are allowed in the Pool Area. No music with foul language will be allowed.

7. GENERAL AMENITY RULES

- a. Hours. The Pool shall be open during the hours established from time to time by the Association. The Pool is available every day from 5:30 a.m. to 10:00 p.m., CST, unless otherwise indicated by the Association.

The Pool is open from May 1st through November 30th (weather permitting). Annual pool opening and closing dates are determined by the Board and are subject to change.

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

respect the rights and privileges of others using the Pool. Persons found to be trespassing and/or using the pool outside of the established operating hours may have their pool privileges suspended for the remainder of the season.

- b. Pool. All persons using the Pool do so at their own risk. There is always a risk of personal injury when using the Pool and Pool Area. The Association disclaims any responsibility for accidents, injuries and/or property damage/loss. Running in the Pool Area is strictly prohibited.
- c. Compliance With Law. Owners and Guests may not use the Pool for unlawful activities. Each Owner and Guest shall comply with applicable laws and regulations of the United States and of the State of Texas, and with ordinances, rules, and regulations of Austin and Travis County, Texas. An Owner or Guest who violates this provision shall hold the Association and other Owners harmless from all fines, penalties, costs, and prosecutions for such person's violation or noncompliance.
- d. Disturbance. Profanity, horseplay, running, skating, riding bikes and skateboards, riding toys, scuffling or harassment of other swimmers is not permitted in the Pool Area. Only unbreakable containers are allowed in the Pool Area, and no glass is permitted. If the Pool is drained and cleaned as a result of any glass breaking in the Pool Area, the expense will be charged to the offending Owner or Guest.
- e. Animals Prohibited. Other than assistance or service animals exempted by law, no animals or pets are permitted in the Pool Area or Pool at any time.
- f. Smoking Policy. Smoking shall not be permitted in the Pool Area.
- g. Food. Food and beverages in permitted containers are permitted inside the fenced areas around the Pool Area. Food is not allowed in the Pool and must be consumed at least six (6) feet away from the water. Chewing gum is not permitted. Owners are responsible for any costs related to clean-up caused by the Owner and his/her Guests.

8. **FINES AND PENALTIES**

- a. Penalties. Each Owner, tenant and Guest shall comply with these Rules, as may be amended from time to time. Failure of an Owner, tenant or Guest to comply shall be grounds for action, which may include without limitation, an action to recover sums due for damages, fines, injunctive relief, any other remedy provided for in the Dedicatory Instruments or at law, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board, the Board may impose a fine/fines upon an Owner for failure of an Owner or his/her family, guests, invitees, lessees or employees, to comply with any rule set forth herein.
- b. Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
- c. Suspension. Any individual who has committed an offense of these Rules, or is delinquent

in the payment of assessments, is subject to suspension of his/her right to use the Pool and Pool Area, as determined by the Board in its sole and absolute discretion.

9. **AMENDMENT**

These Rules may be amended by the Board at any time.

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

TO CERTIFY which witness my hand this the ____ day of _____, 2025.

**SCOFIELD PHASE VIII RESIDENTIAL OWNERS
ASSOCIATION, INC.**

By: _____

Printed: _____

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned notary public, on this ____ day of _____, 2025 personally appeared _____, President of Scofield Phase VIII Residential Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

Exhibit 1

WARNING: SWIM AT YOUR OWN RISK - NO LIFEGUARD ON DUTY!

Pool Hours: 5:30 a.m. - 10:00 p.m.

May 1st - November 30th

1. Use of the Pool and Pool Area is restricted to Members of the Association in good standing, tenants and their non-resident guests. There is a limit of two (2) guests per Lot to enter the Pool Area.
2. The pool gate is to be remained locked at all times. Under no circumstances should any pool gate be propped open. Members may not open the gates for others.
3. The Pool can be accessed with a pool key Card.
4. Persons under the age of 14 years are not allowed in the Pool Area unless accompanied by an adult.
5. Swimmers must shower before entering the pool.
6. The lap lane is reserved for lap swimmers only. No open play is allowed in the lap lane at any time.
7. Incontinent swimmers and swimmers who are not toilet trained must use diapers specifically designed for swimming when in the Pool and caregivers should check swim diapers frequently. Such diapers MUST be changed in the restrooms only.
8. Swimmers must wear proper swimwear. No cutoff pants, jean shorts, boxers, or oversized shirts will be allowed.
9. Persons with open sores or wounds are prohibited from using the Pool. Persons with diagnosed waterborne, communicable diseases are prohibited from using the Pool. OWNERS, RESIDENTS AND THEIR GUESTS SHALL NOT USE THE POOL IF THEY HAVE HAD DIARRHEA IN THE PREVIOUS TWO (2) WEEKS. IF A FECAL ACCIDENT OCCURS: All swimmers must exit the Pool immediately, and the Pool will be closed for a minimum of two (2) hours from the time the Pool has been chemically treated.
10. No pets allowed in the Pool Area unless allowed in accordance with State or Federal law or otherwise authorized by the Board.
11. Only small flotation devices and small soft balls designed for water use are allowed in the Pool. No diving or jumping in the Pool.
12. Swimmers in the water shall have the right of way. Swimmers entering the water must make certain the area they are entering is free from other swimmers.
13. Speakers of less than 10lbs and moderate volume only (60 decibels) are allowed in the Pool Area. No music with foul language will be allowed.
14. No smoking, glass containers, alcoholic beverages or illicit drugs are permitted in the Pool Area. Intoxication, obscene language and loud music is prohibited.
15. No person may assault, threaten or cause harm to any other person.
16. Grills, bicycles, skateboards, roller skates/blades, scooters, motorized cycles, and all other similar items are not permitted in the Pool Area.
17. No food is allowed in the Pool. Food must be consumed at least six (6) feet from the water.
18. Chewing gum is not permitted in or around the Pool Area.
19. The Association, Board, and its agents, are not responsible for loss or damage of any personal property of any kind.
20. No running, speed walking, skipping, horseplay, diving, flips, throwing items, or other dangerous activities are allowed in the Pool Area.

21. In the case of inclement weather, swimmers must exit the Pool until a minimum of thirty (30) minutes after all thunder/lightning has ceased. Swimmers may stay in the Pool Area but are cautioned to stay a safe distance from the water.
22. No trespassing when the Pool and Pool Area are closed. Any person caught using the Pool or Pool Area after hours may lose Pool privileges.
23. Barbecuing or using open flame, charcoal, or propane grills in the Pool Area is prohibited.
24. Pool furniture and other non-pool toys or items shall not be placed inside the Pool.
25. Trash must be placed in the garbage when using and departing the Pool Area.
26. Pool rescue devices may ONLY be used in the case of an actual emergency.