AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

HIDDEN TRAILS
FIRST SUPPLEMENT TO COMMUNITY MANUAL

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, is the Declarant under that certain Hidden Trails Master Covenant [Residential], recorded under Document No. 201706003137 in the Official Public Records of Comal County, Texas (the "**Master Covenant**"). The Declarant previously adopted and recorded that certain Hidden Trails Community Manual, recorded under Document No. 201706041281 in the Official Public Records of Comal County, Texas (the "**Community Manual**"). Pursuant to *Article 3.3.2(v)* of the Master Covenant, Declarant reserved the right to promulgate Rules regarding the use of the Common Area and any Improvements thereon during the Development Period (as defined in the Master Covenant). The Development Period has not yet expired and the Declarant hereby promulgates Rules regarding the use of the Common Area and rental of the facilities of the Hidden Trails Community Association, Inc., a Texas non-profit corporation (the "**Association**"). This First Supplement to Hidden Trails Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this First Supplement to Hidden Trails Community Manual on the 20 day of April, 2021.

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: U.S. Home Corporation, a Delaware corporation, its general partner

~~Brian Barron~~, Vice President
Jones Holcomb

THE STATE OF Texas §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 20th day of April, 2021, by Jones Holcomb, Vice President of U.S. Home Corporation, a Delaware corporation, general partner of Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, on behalf of said entities.

JOSHUA C SCATES
Notary Public
STATE OF TEXAS
ID#129647013
My Comm. Exp. June 9, 2022

Notary Public, State of Texas

Cross-reference to that certain Hidden Trails Master Covenant [Residential] recorded under Document No. 201706003137in the Official Public Records of Comal County, Texas, as the same may be amended from time to time; and that certain Hidden Trails Community Manual, recorded under Document No. 201706041281 in the Official Public Records of Comal County, Texas, as the same may be amended and supplemented from time to time.

HIDDEN TRAILS

FIRST SUPPLEMENT TO COMMUNITY MANUAL

TABLE OF CONTENTS

9.	FACILITY USE POLICY GUIDELINES	ATTACHMENT 9
10.	FACILITY RENTAL POLICY, FACILITY RENTAL AGREEMENT AND SECURITY DEPOSIT AGREEMENT	ATTACHMENT 10
11.	PARKING AND TOWING POLICY	ATTACHMENT 11

ATTACHMENT 9

HIDDEN TRAILS COMMUNITY ASSOCIATION, INC.
FACILITY USE POLICY GUIDELINES

[*POLICY FOLLOWS*]

HIDDEN TRAILS

FACILITY USE POLICY GUIDELINES

CCMC

HIDDEN TRAILS

TABLE OF CONTENTS:

INTRODUCTION 1

USE OF ASSOCIATION FACILITIES AND ASSUMPTION OF RISK 1

AUTHORITY 2

MEMBERSHIP 2

GENERAL RULES AND ETIQUETTE 2

GUEST USAGE 3

ACCESS CONTROL SYSTEM 4

ALCOHOLIC BEVERAGES 5

A. Alcohol Regulations 5

B. TABC Certified Bartenders 5

C. Liquor Liability Insurance 5

FITNESS CENTER AND STUDIO RULES 5

POOLS 7

PARKS, PLAYGROUNDS AND SPORT COURTS 9

PONDS AND LAKES 9

HIKE AND BIKE TRAILS 10

COMMUNITY ROOM AND KITCHEN 10

FACILITY RENTALS 10

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Hidden Trails Master Covenant [Residential] recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Covenant").

INTRODUCTION

This Facility Use Policy Guidelines (these "**Facility Use Guidelines**"), were established by the Board of Directors (the "**Board**") of the Hidden Trails Homeowners Association (the "**Association**") under the authority described in the Documents.

USE OF ASSOCIATION FACILITIES AND ASSUMPTION OF RISK

These Facility Use Guidelines are established to preserve the recreation facilities of the Association and other Common Areas for the use and enjoyment of Owners, Occupants and their guests and invitees (collectively, "**Facility Users**"). These Facility Use Guidelines apply to all Facility Users. While Facility Users are entitled to enjoy certain facilities of the Association including, but not limited to, the Community Room, Patio Corridor, Pool, Fitness Center, and other Common Areas (collectively, the "**Association Facilities**"), they must do so while respecting the rights of others using the Association Facilities, and shall be courteous and reasonable when using the Association Facilities.

All use of Association Facilities, and participation in Association programs is purely voluntary. The recreational nature of all Association activities and programs and use of the Association Facilities involves personal or physical risk on the part of the Facility Users. Program participation by a Facility User is therefore interpreted as tacit acknowledgement and acceptance of the inherent risks. Injuries, accidents or other serious incidents should be immediately reported to the Manager for an incident report to be completed and any needed action to be taken.

Facility Users, by mere use of the Association Facilities, have agreed that the Association, the Manager, the Board and/or the Declarant, and their respective owners, managers, directors, officers, representatives, agents and employees, are not liable for bodily injury, personal injury or inconvenience sustained during the use of the Association Facilities, and any programs presented therein. Further, the Association, the Manager, the Board and/or the Declarant, and their respective owners, managers, directors, officers, representatives, agents and employees, are not responsible for the loss of any personal belongings of any Facility User, vendor, staff member or visitor to any Association Facilities.

In ensuring that Facility Users are provided with a safe and enjoyable experience while using the Association Facilities, these reasonably comprehensive Facility Use Guidelines have been developed. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with these Facility Use Guidelines and the layout of the Association Facilities.

AUTHORITY

The authority granted to the Board to adopt these Facility Use Guidelines is provided in the Documents of the Association. These Facility Use Guidelines shall be binding upon all Facility Users. In addition, the Documents provide the Board the means to ensure compliance of these Facility Use Guidelines and the following rights for violations or abuse of these Facility Use Guidelines:

1. The right of the Board to levy reasonable monetary fines.

2. The right to suspend a Facility User's right to use any of the Association Facilities and the Common Area.

3. Members may be requested to appear before the Board to discuss an infraction of these Facility Use Guidelines by the Member, his guest or Occupant of his residence. Members also have the right to appear before the Board if disciplinary action is being considered.

MEMBERSHIP

Pursuant to the Documents, each Owner of a Lot shall be a Member of the Association. A Member may invite guests to the Association Facilities in accordance with the provisions of these Facility Use Guidelines. A Member who leases his home to others thereby relinquishes to the Occupant(s) of the leased residence his rights to use the Association Facilities.

GENERAL RULES AND ETIQUETTE

1. Facility Users shall abide by the Documents and all other Rules posted in respective areas, or adopted by the Board.

2. Facility Users shall conduct themselves in a courteous and respectful manner at all times; refrain from any verbal harassment of any other Facility User, Manager, volunteer, vendor, etc.; shall obey all safety rules, and not compromise the safety of others by their actions. Actions that jeopardize or interfere with the safety, rights and privileges of others, use of profanity, abusive or disruptive behavior, etc. may result in loss of privileges to use the Association Facilities.

3. No noxious or offensive activities shall be carried on in any portion of the Association Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to other Facility Users, as determined in the reasonable discretion of the Board.

4. Facility Users use the Association Facilities, including the Common Area, at their own risk. The Association, the Board, the Manager and/or the Declarant, and their respective owners, managers, directors, officers, representatives, agents and

employees, are not liable for any personal or accidental injury, damage, and/or loss or theft of property, occurring in or around the Association Facilities.

5. The Association Facilities and Common Area are open to all Owners, Occupants and their guests, and may not be used for any commercial, political or religious purpose without the prior written approval of the Association.

6. Owners and Occupants must accompany their guests at all times when visiting the Association Facilities or Common Area. Children must be supervised by an adult eighteen (18) years of age or older.

7. Soliciting is only permitted by approved vendors during social and educational events planned for the Development. Owners and Occupants may not post notices or advertisements of any kind at any of the Association Facilities or Common Area without the prior written approval of the Association.

8. Use of the Association Facilities and Common Area are subject to the Declarant's promotions for the sales and marketing of homes during the Development Period, free of charge.

9. Owners, Occupants and their guests shall respect, protect and preserve the property, furniture, furnishings and equipment of the Association Facilities and Common Area. Each Owner and Occupant is strictly liable for any damage to any property of the Association caused by the Owner or Occupant, their family or guests, including any and all expenses, collection costs, charges and attorneys' fees incurred to repair the damage or replace the property. Furniture, furnishings, decorations, equipment, etc. shall not be removed from their respective locations unless otherwise stated in these Facility Use Guidelines.

10. When using photographic equipment of any kind, Owners, Occupants and their guests shall not include in the photo or video any person who has expressed a wish not to be included. Use of photographic equipment of any kind is not permitted inside the restrooms.

GUEST USAGE

1. An Owner or Occupant the age of eighteen (18) years of age or older must accompany all guests while using any Association Facility. Guests must remain with the Owner or Occupant at all times. Guests are required to sign the Board approved waiver before utilizing the Association Facilities.

2. An Owner or Occupant the age of eighteen (18) years of age or older is limited to two (2) guests per day at the Pool and the Fitness Center. The Association

reserves the right to make further accommodations upon receipt of an advance written request from an Owner or Occupant.

ACCESS CONTROL SYSTEM

Facility fobs are required to access certain Association Facilities and are issued through the Manager (the "**Facility Fob**"). Only Owners or Occupants possessing valid Facility Fobs are entitled to use the Association Facilities, subject to these Facility Use Guidelines. A fee, in an amount as approved by the Board, will be charged for any replacement of lost or damaged Facility Fob. No refunds will be issued for Facility Fobs. Facility Fobs must be returned to the Manager at move-out.

Owners and Occupants seeking to obtain a Facility Fob must comply with the following:

1. Submit proof of residency (i.e. government-issued identification card, driver's license, title company document, copy of a lease agreement or a combination thereof).

2. Submit the Board approved Facilities Use Agreement, a copy of which may be obtained from the Manager.

3. Submit the Facility Fob Information Form, a copy of which may be obtained from the Manager.

In order for the Facility Fob to be issued and remain valid, the Owner must remain a Member in good standing of the Association. Facility Fobs may be suspended or revoked for the following actions by the Owner or Occupant of their respective households:

1. Use of false information to obtain a Facility Fob;

2. Unauthorized use of a Facility Fob;

3. Violation of the Documents, including Rules; or

4. Non-payment of Assessments or other charges.

ALCOHOLIC BEVERAGES

1. Intoxication is strictly prohibited.

2. Alcoholic beverages are permitted at the Pool, provided that they are not in glass containers (i.e. wine/beer/liquor bottles and wine glasses are not allowed).

3. Alcohol may be served only to persons twenty-one (21) years of age or older. Persons under the age of twenty-one (21) years are prohibited from consuming alcohol on or in the Association Facilities.

4. Any Owner or Occupant who rents the Association Facilities for a private event must adhere to the following Rules pertaining to alcohol service and consumption during their event:

   Alcohol Regulations
   Alcohol may not be sold at the Association Facilities, and cash bars are not permitted. If the professional bartending service leaves prior to the event ending, no further liquor can be served.

   TABC Certified Bartenders
   Owners and Occupants must hire a TABC certified bartender if serving alcohol at their event. Owners and Occupants may purchase and provide the alcohol to the bartender, but all drinks must be prepared and served by the TABC certified bartender.

   Liquor Liability Insurance
   Owners and Occupants may use either a licensed and insured bartending service or purchase a liquor liability policy through their homeowners insurance or any private event insurance company. A Host Liquor Liability Insurance Certificate, in the amount of $1,000,000 is required for the day of any private event serving alcohol at the Association Facilities. A copy of the catering/bartending service's Certificate of Insurance must be provided to the Manager no less than fourteen (14) days before the event date. The Manager can provide suggestions for bartenders who possess all necessary certifications and insurance required by the Association.

FITNESS CENTER AND STUDIO RULES

1. The gym and yoga studio (collectively, the "**Fitness Center**") is intended for the private use of Owners, Occupants and their guests only.

2. The equipment in the Fitness Center presents hazards which, if not utilized properly, could cause serious injury or death. Prior to using the fitness

equipment, Facility Users should read the warning labels and instruction placards affixed to each machine. Facility Users assume full risk of loss and responsibility for bodily injury or damage to property related to and/or resulting from the use of the Fitness Center.

3. Facility Users should NOT attempt to use or fix any piece of equipment that is not functioning properly. Facility Users shall immediately report any piece of equipment that is not functioning properly to the Manager so that it may be evaluated and serviced promptly.

4. No person under the age of thirteen (13) years is permitted to utilize the Fitness Center without adult supervision.

5. Infant carriers, strollers, etc. are not permitted in the Fitness Center. Due to safety and liability, no infants, toddlers, or young children are permitted in the Fitness Center.

6. Facility Users using the Fitness Center and its equipment do so at their own risk, and should consult with their physician prior to using the Fitness Center and its equipment. It is recommended that Facility Users using the Fitness Center and its equipment be in good physical condition, and not have medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise which would preclude, impair or prevent them from using the Fitness Center or engaging in exercise.

7. Only proper workout attire and closed-toed athletic footwear is allowed. No bathing suits, bare feet, flip-flops, sandals, street clothes, or attire with metal or plastic adornments are allowed. Shirts must be worn at all times that fully cover the torso.

8. Cell phone use is permitted, provided that such use must not be noisy or distracting to others. The speaker setting on a cell phone must not be used in the Fitness Center.

9. No radios or other listening devices other than portable devices with headsets may be used.

10. Only water in plastic, non-spill containers is permitted in the Fitness Center. Other drinks, alcohol, tobacco, food, chewing gum, and glass containers are prohibited.

11. Use of the cardiovascular equipment is limited to thirty (30) minutes, except when no other Facility Users are waiting.

12. All cardiovascular equipment to be returned to zero speed and elevation, if applicable, after use. A treadmill should not be stepped onto or exited with a moving belt.

13. Weightlifting exercises should be performed properly, safely, and under control at all times. Weights should not be dropped or slammed.

14. All weights must be kept in the Fitness Center. Dumbbells, weight plates, and handles should be returned to their racks after use. No outside weights may be stored at the Fitness Center. Any moveable equipment must be returned to its regular location upon completion of use. Medicine balls must not be tossed against any walls.

15. After completing their work out, Facility Users should be considerate of others by wiping down equipment and picking up after themselves.

POOLS

The swimming pools and pool area are private Association Facilities (collectively, the "**Pool**"), and to be used by Owners, Occupants and their guests only. Use of the Pool is at the Facility User's risk. Lifeguards are not provided unless otherwise stated. Facility Users are strongly encouraged not to utilize the Pool alone.

1. Pool hours are as posted on signage on the perimeter of the Pool. The Association reserves the right to close the Pool as needed. Use of the Pool after hours is strictly prohibited and can result in the revocation of an Owner's or Occupant's Facility Fob.

2. Guests must be accompanied by an Owner or Occupant the age of eighteen (18) years of age or older at all times, and each Owner or Occupant may have no more than two (2) guests at the Pool per day. The Association reserves the right to make further accommodations upon receipt of an advance written request from an Owner or Occupant.

3. Facility Users are required to shower before entering the Pool. If suntan lotions or other similar preparations are used, showering is required before each use of the Pool.

4. Appropriate swimming attire must be worn at all times. Cut-offs are prohibited in the Pool.

5. All infants/toddlers must wear swim diapers. No regular disposable diapers or other diapers are allowed at ANY time.

6. Those with health problems such as: diarrhea, nausea, infections, wounds, or open cuts are not allowed in the Pool.

7. Running, jumping or diving into the Pool is not allowed.

8. Music/sound producing equipment (i.e. personal radios, iPods, CD players, boom boxes, etc.) is not permitted at the Pool. Earphones are required for any personal music/sound producing equipment.

9. Food and beverages may be consumed in areas provided with tables and chairs. Only beverages in plastic bottles or cans are allowed at the Pool. Food and beverages may not be consumed while in the Pool.

10. Glass containers of any kind and chewing gum are strictly prohibited.

11. Only Coast Guard approved flotation devices are permitted in the Pool. Water toys and inflatables are not permitted during periods of peak activity. The Manager reserves the right to determine what is considered "peak activity". A minor's use of such flotation devices does not eliminate the need for direct supervision by an adult. Plastic swim googles are acceptable.

12. Water guns and water balloons are strictly prohibited.

13. Any lifestyle programming or Pool maintenance takes precedence over the Pool schedule, and will determine the times for open swimming.

14. During thunder and lightning storms or other inclement weather conditions, the Manager will close the Pool until inclement weather conditions pass. Facility Users must immediately exit the Pool if directed to do so. If the Manager is not present to direct Facility Users to exit the Pool, it is the Facility Users' responsibility to exit the Pool at the first indication of thunder or lightning.

15. Facility Users are required to comply with all Rules governing the use of the Pool, and at no time should they harass, become a nuisance to, inconvenience or detract from the enjoyment of, another Facility User. Any Facility User failing to abide by this Rule may be required to leave the Pool at the Manager's request.

16. Any Facility User failing to abide by the Rules will be asked to leave the Pool. The judgment of the Manager with respect to safety, decorum and sanitation will prevail.

17. Chemicals are used in the Pool to ensure a sanitary and safe water environment, and conditions are tested and documented on a regular basis. If unacceptable

conditions occur, the Manager reserves the right to close the Pool at any time to preserve the health and well-being of all Facility Users.

18. Pets are prohibited from entering the Pool except those assisting disabled persons. The Association reserves the right to plan pet-related events at the Pool outside of the designated swimming season.

19. Climbing on the surrounding fenced areas or in the landscaping beds is strictly prohibited.

20. Furniture, equipment and supplies that are the property of the Association shall not be removed from any Association Facility or placed in the Pool.

PARKS, PLAYGROUNDS AND SPORT COURTS

1. The use of the parks, playgrounds, and sport courts within the Development is for the exclusive use of Owners, Occupants and their guests.

2. The parks, playgrounds, and sport courts located in the Development are available for use by Facility Users from dawn until dusk. Exceptions may apply for reserved and Association sanctioned events. Parks, playgrounds, and sport courts are not included in event reservations.

3. Glass, ceramic, or other breakable products of any kind are prohibited. Plastic and paper products are recommended.

4. All trash must be disposed of in appropriate trash receptacles. Pet waste must be collected and properly disposed of in appropriate trash receptacles.

5. Parks, playgrounds, and sport courts are smoke-free environments.

6. Consumption of alcoholic beverages is only permitted at the parks, playgrounds, and sport courts during Association sanctioned events or approved resident reserved events, and must adhere to the alcoholic beverages Rules stated in these Facility Use Guidelines.

7. All tables, chairs, benches, etc. must be left in a neat and orderly fashion. Tables and chairs that are not secured to the ground may be rearranged, but must be placed back in their original locations.

8. Use of skates, skateboards, bicycles, and similar devices are prohibited in the basketball court area.

PONDS AND LAKES

1. Facility Users shall abide by posted signage at all times.

2. No swimming, diving or water contact. Facility User shall not allow pets to enter the water.

3. The fishing pond is available for use by Owners, Occupants and their guests from dawn until dusk. Exceptions may apply for Association events. No fishing is permitted after dark.

4. Catch and release fishing only. All fishing must be done with barbless hooks.

5. Facility Users shall not approach, feed or interact with any wildlife.

6. No watercrafts of any kind are permitted in any pond. Exceptions may apply for Association maintenance personnel and vendors.

HIKE AND BIKE TRAILS

The hike and bike trails as well as sidewalks adjacent to all Association Facilities are for foot and bicycle traffic only. No motorized vehicles of any kind are permitted, including golf carts. Motorized vehicles are permitted for use by Association staff and by construction employees. Access to portions of the hike and bike trails may need to be denied from time to time due to weather, trail conditions or other precautions as deemed necessary.

COMMUNITY ROOM AND KITCHEN

The Community Room is a mixed use space, open to all Owners and Occupants to use at their leisure during regular office hours. The Manager, Association and/or Board reserve the right to close the Community Room, or any other Association Facility for special events or private functions. No meetings, clubs, parties, or private events are permitted to gather in the Community Room without prior written approval and completion of appropriate forms deemed necessary by the Manager.

The Community Room's kitchen and/or pantry is to be used only by the Manager and Owners or Occupants who have rented the Community Room. Storage of any food/beverage or use/consumption of any of the items contained in the kitchen or pantry is strictly forbidden. Use of the kitchen appliances, unless reserved, is strictly forbidden. Violation of any Rules regarding the Community Room and kitchen could result in revocation of an Owner's or Occupant's Facility Fob.

FACILITY RENTALS

Certain Association Facilities can be reserved and rented by Owners or Occupants at a cost determined by the Board. Private use of the Association Facilities without an approved Facility Rental Agreement is prohibited.

Rentals may be requested **no earlier than ninety (90) days prior to the event date.** Rentals and reservations must comply with the Facility Rental Policy, and a Facility Rental Agreement and Security Deposit Agreement (if applicable) must be submitted and approved by the Manager no later than **fourteen (14) days prior to the event date**. All applicable rental fees must be paid in full no later than **three (3) days, seventy-two (72) hours, prior to the event date.**

Further information pertaining to renting the Association Facilities is available by contacting the Manager. The Association reserves the right to block off certain dates for Association, Board or Declarant hosted events, meetings, or other activities.

ATTACHMENT 10

HIDDEN TRAILS COMMUNITY ASSOCIATION, INC.
FACILITY RENTAL POLICY,
FACILITY RENTAL AGREEMENT,
AND
SECURITY DEPOSIT AGREEMENT

[*POLICY FOLLOWS*]

FACILITY RENTAL POLICY, FACILITY RENTAL AGREEMENT, AND SECURITY DEPOSIT AGREEMENT

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Hidden Trails Master Covenant [Residential] recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Covenant").

Certain facilities of the Hidden Trails Community Association, Inc. (collectively, the "**Association Facilities**"), can be reserved and rented by Owners or Occupants at a cost determined by the Board. Private use of Association Facilities without prior written notice to and written approval of the Manager is prohibited. Reservations and rentals of Association Facilities must comply with this Facility Rental Policy, and the Facility Rental Agreement, attached hereto and incorporated herein as Exhibit "A", and the Security Deposit Agreement, attached hereto and incorporated herein as Exhibit "B", (if applicable) must be submitted to and approved by the Manager.

RULES

The following Rules pertain to reservations and rentals of the Association Facilities:

1. **Association and Board Use.** Meetings, activities and events of the Association, the Board and/or the Declarant take precedence over all other requests to reserve and rent the Association Facilities; however the Association will accommodate requests as it is able.
2. **Availability.** Reservations and rentals are on a first come, first serve basis. Reservations and rentals may be requested no earlier than ninety (90) days, and no later than fourteen (14) days prior to the event date. All applicable rental fees must be paid in full no later than three (14) days prior to the event. The Association will accept one (1) Association Facility rental per day, not to exceed eight (8) hours in length. The Association has sole discretion to limit the number of rentals in any given time period.

3. **Eligibility.** Only Owners or Occupants may rent the Association Facilities. The Owner or Occupant listed on the Facility Rental Agreement must be present at the event at all times. The use of the Association Facilities may be restricted at the discretion of the Board for delinquent Assessments, violation of Rules, or deliberate abuse of the Association Facilities. At the time of the execution of the Facility Rental Agreement, and the time of the reserved event, the Owner or Occupant must be in good standing with the Association and current on all Assessments, and other amounts due and owing. The Association reserves the right to refuse, halt and/or cancel, at any time and without refund of any costs, deposits or fees, any event that is found to be in violation of this *Section 3*.

4. **Rental Time.** The rental time includes the hours before, during, and after the event, specified in the Facility Rental Agreement. The rental time begins when the Owner or Occupant enters the Association Facility to begin set up until the time the final person departs after clean-up. If an event exceeds the rental time agreed to in the Facility Rental Agreement, any hour or portion thereof is considered additional time, and will be charged accordingly, and deducted from the security deposit.

5. **Facility Use.** The Facility Rental Agreement is to reserve the use of certain specified areas and times and does not include the use of adjoining rooms or outdoor spaces, unless otherwise stated in the Facility Rental Agreement. The remainder of the Association Facilities will remain open for the use and enjoyment of other Owners and Occupants.

6. **Manager.** The Manager may not be at the Association Facilities during the rental time, and will not be available to assist in storing of event supplies, receiving deliveries, setup and/or breakdown of tables and chairs, assisting with decorating or technology, or cleaning up after the event.

7. **Furnishings.** The rental of the Community Room and/or Patio Corridor includes the use of tables and chairs as specified in the "What's Included" section of this Facility Rental Policy. The Owner or Occupant is responsible for moving tables and/or chairs to the desired locations for the event, and for returning them to the original location at the end of the event.

8. **Deliveries.** If additional furnishings, décor, or equipment are to be delivered to the Association Facility, the Owner or Occupant or their designee must arrange to accept delivery of these items as well as supervise the subsequent pick-up of the items. Deliveries and pick–ups must take place in the agreed upon timeframe in the Facility Rental Agreement, unless otherwise noted in writing by the Manager. The Association accepts no responsibility for deliveries and/or pick-ups and will not store items prior to, or following the scheduled event. The Association is not responsible for any damage or loss of additional furnishings, décor, or equipment at the Association Facilities.

9. **Food and Beverage.** Owners and Occupants may choose to provide food for their event or select a licensed caterer. It is the Owner's or Occupant's responsibility to inform all caterers that the Association provides no additional supplies or equipment besides use of kitchen appliances, if reserved. Electric cooking and/or heating equipment and sternos are acceptable. No butane and/or propane may be used in or around the Association Facilities. By signing the Facility Rental Agreement the Owner or Occupant agrees to indemnify, defend and hold harmless the Association, the Board, the Manager and the Declarant, and their officers, directors, employees and all other related parties, from claims of any kind and all costs resulting from services carried out by caterers, bartenders or other service providers hired by the Owner or Occupant.
   Owner or Occupant must provide such information as reasonably requested by the Manager and/or the Board not less than five (5) days prior to the event, which shall include, but may not be limited to, a **Certificate of Insurance listing the Manager as a certificate holder.**

   An Owner or Occupant shall verify that their caterers and/or bartenders comply with the requirements in this Section 9 prior to booking.

10. **Alcoholic Beverages.** Alcohol may be served during a private event. By execution of the Facility Rental Agreement, the Owner or Occupant acknowledges that the Association does not hold or maintain a liquor license, and the approval to serve alcohol does not constitute a liquor license. The Owner or Occupant shall be solely responsible for compliance with liquor license laws of the State of Texas. The Association assumes no responsibility for the consumption of alcohol.
    No alcoholic beverages will be served to those under the age of twenty-one (21) years, or intoxicated persons. No alcoholic beverages will be consumed outside of the Association Facilities that are reserved as part of the event. If any persons under the age of twenty-one (21) years, whether invited or not, brings alcoholic beverages into the Association Facilities, the Owner or Occupant will take action to have the alcoholic beverages removed from the Association Facilities.

Owner or Occupant shall arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. Owner or Occupant is solely responsible for any claim or liability that arises as a result of alcoholic beverages at the event.

No glass containers including, but not limited to, wine/beer/liquor bottles and wine glasses, may enter the pool area.

Owner or Occupant must adhere to the following Rules pertaining to alcohol service and consumption during their event:

A. Alcohol Regulations. Alcohol may not be sold at the Association Facilities, and cash bars are not permitted. If the professional bartending service leaves prior to the event ending, no further liquor can be served.

B. TABC Certified Bartenders. Owners and Occupants must hire a TABC certified bartender if serving alcohol at their event. Owners and Occupants may purchase and provide the alcohol to the bartender, but all drinks must be prepared and served by the TABC certified bartender.

C. Liquor Liability Insurance. Owners and Occupants may use either a licensed and insured bartending service or purchase a liquor liability policy through their home-owners insurance or any private event insurance company. A Host Liquor Liability Insurance Certificate, in the amount of $1,000,000 is required for the day of any private function serving alcohol at the Association Facilities. A copy of the catering/bartending service's Certificate of Insurance must be provided to the Manager no less than fourteen (14) days before the event date. The Manager can provide suggestions for bartenders who possess all necessary certifications and insurance required by the Association.

11. **Decorating.** Owner or Occupant may decorate the reserved Association Facility at their own expense. Decorations may not be attached to the doors, windows, ceilings or light fixtures of any Association Facilities. If attaching decorations to the walls of an Association Facility, ONLY sticky tack, 3M Command Strips, or a similar product that will not damage the walls are allowed. **ABSOLUTELY NO** nails, staples, tape, duct tape, tacks or other damaging items are allowed to be used. Open flames, including but not limited to open flame candles, tiki torches and pyrotechnics, are not permitted inside or outside the Association Facilities. Tea lights enclosed in a glass votive that is higher than the wick and birthday candles are permitted.

12. **Return and Replace Furnishings.**

    Return all furnishings and items as they were prior to the rental. When moving tables and chairs, the Owner or Occupant shall pick up and not drag them across the floor. All kitchenware listed on the kitchen inventory list must be cleaned and returned to the original placement.

    The Association reserves the right to limit or prohibit decorations or props that could cause damage to the Association Facilities. Damage or additional janitorial services caused by prohibited items shall result in a deduction of such cost from the security deposit.

13. **Prohibited Items.** Smoking, Vaping or Tobacco Use Indoors or within 15 feet of the entrances. No Pets, Firearms, Fireworks, Candles or Open Flames, Glitter, Confetti,

14. **No Commercial Use.** Products may not be sold in the Association Facilities or on Common Area for the profit of any individual or commercial enterprise, and money may not be exchanged for

goods received or for fundraising purposes, except by invitation and/or prior approval of the Association.

15. **Music/Entertainment.** Owner or Occupant may arrange for entertainment at their expense; however, Owner or Occupant may not bring additional power to the Association Facilities to accommodate entertainment and no obscenely loud music or pyrotechnics are permitted. The Association shall have the sole right to determine the appropriate volume of music and available times.

16. **Utilities.** The Association cannot guarantee an uninterrupted supply of electricity, water, heat, air conditioning or other utilities, and Owners and Occupants shall hold harmless the Association, the Board, the Manager and/or the Declarant from any claim of damage arising from loss of a utility. The Association will be diligent in restoring any interrupted utility where it is within its power to do so.

17. **Damage to Facility.** Owner or Occupant shall pay the cost of repair and restoration for any damage to the Association Facilities that occur in connection with or as a result of their event. The Association shall, in its sole discretion and authority, determine the appropriate level of repair and/or restoration necessary and will deduct such cost from the security deposit.

18. **Clean-up.** Owner or Occupant is required to return the Association Facilities back to the original clean condition in which they were received immediately following the conclusion of the event. Before leaving the Association Facilities, the Owner or Occupant shall remove all garbage, litter, left-over food, decorations or other materials brought to the Association Facilities. All garbage shall be deposited inside the commercial dumpster located in the parking lot of the Association Facilities. Clean-up must be completed within the time rented. In the event that the Owner or Occupant has not cleaned the Association Facilities properly, the Association will charge a cleaning fee Two Hundred and No/100 Dollars ($200.00) which will be deducted from the security deposit.

19. **Applicable Law.** The Owner or Occupant shall abide by all Applicable Law including, but not limited to, emergency exit accessibility, and room capacity limits. This Facility Rental Policy and the Facility Rental Agreement shall be interpreted in accordance with the laws of the State of Texas.

20. **Indemnity.** The Association, the Board, the Manager and/or the Declarant do not assume any responsibility for property lost or stolen from the Association Facilities or for personal injuries sustained on the Association Facilities during the Owner's or Occupant's use of the Association Facilities. Owner or Occupant shall indemnify, defend and hold harmless the Association, the Board, the Manager and/or the Declarant, and their officers, directors and employees and all other related parties from any claims of any kind, all costs, resulting from injury to or death sustained by any person or damage to property of any kind that arises out of or is in any way related to the event held by the Owner or Occupant at the Association Facilities. Owner or Occupant shall further indemnify, defend and hold harmless the Association, the Board, the Manager and/or the Declarant, and their officers, directors and employees and all other related parties from any and all claims, including costs, resulting from any default by Owner or Occupant of any of their obligations arising under this Facility Rental Policy and Facility Rental Agreement or arising from any claim involving any third parties related to the event or use of the Association Facilities.

21. **Attorney's Fees.** In the event that any action is brought by any party to enforce its rights hereunder, the prevailing party in such action shall be entitled to recover from the non-prevailing party its attorney's fees and court costs, as determined by a Court and not the jury.

22. **Payments.** At the time the Facility Rental Agreement is signed, the security deposit is due. The rental fee may be paid at the time the Facility Rental Agreement is signed, or the Owner or Occupant may pay at a later date. Final payment to include all amounts remaining is due no later than (14) days.

23. **COVID-19.** Masks will be required by all parties in attendance to indoor events and rentals at this time, until further notice. Failure to comply with the mandatory mask mandate will result in forfeiture of Security Deposit.

WHAT'S INCLUDED

Community Room. Rental of the community room includes up to ten (10) 8 foot (8') tables, two (2) 6 foot (6') tables, eighty (80) folding chairs, and use of the kitchen. If desired, Owner or Occupant may bring in their own additional furniture. The patio corridor may be added to the rental of the community room to extend space.

Patio Corridor. Arrangements must be made with the Manager for the number of tables and chairs needed. The Association Facilities have in total (ten (10) 8 foot (8') tables, two (2) 6 foot (6') tables, eighty (80) folding chairs, which may be shared between the community room and patio corridor.

If use of the kitchen is needed, prior arrangements must be made with the Manager, and must be included in the Facility Rental Agreement.

The Association does **NOT** provide any table linens, napkins, china, flatware, serving utensils or trays, centerpieces, décor items, laptops, power strips, extension cords, screens, or projectors.

The Fitness Room/Yoga Studio and Pool Areas are not available for private rental.

RENTAL OPTIONS, CAPACITY & COST

Rental Area	Maximum Seated Occupancy	Rental Fee Includes set up & breakdown time	Additional Per Hour Rate	Security Deposit
Indoor Spaces				
Community Room	80	$200 / 6 hours	$50	$200
Outdoor Spaces				
Patio Corridor	50	$100 / 6 hours	$25	$100

CANCELLATION POLICY

OWNER OR OCCUPANT MUST SUBMIT CANCELLATIONS IN WRITING. An Owner or Occupant who cancels a reservation fourteen (14) days or more prior to the scheduled event date will receive a one hundred percent (100%) refund of the payment. An Owner or Occupant will not receive a refund of the payment if the reservation is cancelled less than 14 days before the start of the event.

The Association reserves the right to terminate the Facility Rental Agreement without prior notice and without refund of deposit if, in its opinion, the Owner or Occupant is in breach of any term or condition of this Facility Rental Policy and/or the Facility Rental Agreement.

The Association shall not be liable to the Owner or Occupant for any damages resulting from any cancellation of any schedule event.

Forfeiture of Deposit

In order to receive a full refund of the security deposit, you must comply with the rules and the following Cleaning and Closing Procedure. A member of the Association staff will inspect the rented room/space after the private event to determine if the rented space, building, and grounds have been properly cleaned and no damage or theft has occurred. If everything is in good standing, the deposit will be returned within one week. If the rented space, building and grounds have not been properly cleaned, damage has occurred and/or theft has occurred by a guest, the deposit will be used to cover the cost of cleaning, repairing the space and/or replacing any missing items. If the deposit is not sufficient to cover all the costs required to return the room/space to the condition it was in prior to the private event, the Hosting Resident(s) will be assessed the additional amount required and be subject to additional disciplinary action by the Association if deemed warranted. Please allow at least three (4) weeks after the event and inspection for full refund of the deposit.

Clean Up and Closing Procedure and Checklist

Please remember to leave the Community Room and/or Patio Corridor as you found it or better. A bucket with a few basic cleaning supplies can be found in the kitchen for your use. Please be sure to take care to clean up and wipe down the following:

Clean Up:

- **Kitchen Counters**
- **Appliances**
- **Surfaces and Sinks**
- **Table and Chairs or Furnishings**
- **All Dishes and Kitchenware- Dishwasher Run**
- **Remove all Décor**
- **Gather all Trash Indoors and Out**
- **Sweep Floors and/or Patio Corridor**
- **Empty all Trash Cans, Waste to Dumpster**

Closing:

- **Verify all guests and visitors are out**
- **Complete Clean Up Checklist**
- **Extinguish Fire Pits**
- **Close Interior Doors**
- **Turn Off Lights**
- **BE SURE CHECKLIST IS COMPLETE AND ALL PERSONAL ITEMS ARE REMOVED BEFORE KEY RETURN. You will not be able to re-enter after doors close.**
- **Leave Community Room Rental Key Access Card in Community Room Indoor Dropbox**

FACILITY RENTAL AGREEMENT
Hidden Trails Community Room
5238 Mustang Vista, Bulverde Texas 78163
Operating Hours 9 AM – 12 PM M-Su

Indoor Occupancy/Seating Available 80
Outdoor Patio Corridor Occupancy 50

Owner or Occupant Name: _____
Address: _____**Phone**: _____
Email:_____

Additional Contact: _____ **Phone:**_____

EVENT DETAILS

Date of Rental: ○ **9 AM- 4 PM**	**Type of Event:** ○ **5 PM- 12AM**
Event Start Time:	**Event End Time:**
Spaces Rented: ○ **Community Room ($200)** ○ **Patio Corridor ($100)**	**# of Guests Expected:**
Food to be served? ○ Yes ○ No	**Name of Vendors, Bartenders, Caterers:**
Alcohol to be served? ○ Yes ○ No	**Notes:**
Kitchen to be Used? ○ Yes ○ No	**Date of Key Pick-Up** (must be during lobby hours and within 72 hours of event)**:**

$200 Security Deposit Due upon signing agreement. Paid with Check #_____ Date ____

Rental Fee Total $_____ Paid with Check # _____ Date _____

Personal Check, Money Order, or Credit Card are accepted forms of payment. No cash will be accepted

Credit Card Number _____**Billing Zip**_____

Name on Card _____**Exp**._____**CVV**_____

By executing this Facility Rental Agreement, I acknowledge my understanding and agreement to the terms and conditions of the Facility Rental Policy and this Facility Rental Agreement.

Renter's Signature _____ **Date** _____
Manager Signature _____ **Date**_____

HIDDEN TRAILS

SECURITY DEPOSIT AGREEMENT

A security deposit of $200.00 shall be collected at the time this Security Deposit Agreement is signed. The security deposit shall be returned in full no later than thirty (30) business days after the conclusion of the event, provided that that the Association Facilities are left cleaned, in the original condition and no additional charges are incurred. The refund can be arranged to be picked up at the Amenity Center Office, or the check can be voided and shredded by the Association.

The security deposit may be used in whole or in part to compensate for repair of any damages or janitorial services for excessive clean up needs. If the security deposit amount is not sufficient to correct any damage, I understand that I shall be liable for any additional monies needed to bring the Association Facilities to their original condition. I further agree to accept full responsibility for any damage or theft and agree to pay the Association for any replacement costs.

I will be in attendance throughout the entire length of the event and understand that if I leave the event, this Security Deposit Agreement will become null and void the event will end and the security deposit will be forfeited.

_____ _____

Owner or Occupant Signature **Date**

_____ _____

Lifestyle Director **Date**

Method of Payment _____ **Event Date** _____

All checks should be made payable to: Hidden Trails Community Association, Inc.

FOR STAFF USE:

Resident in Good Standing? Yes____ No_____
Deposit Refunded? Yes_____ No_____

Deposit Check Returned/ Voided/ Shredded Date_____

If not returned/refunded, explain:

ATTACHMENT 11

HIDDEN TRAILS COMMUNITY ASSOCIATION, INC.
PARKING AND TOWING POLICY,

[*POLICY FOLLOWS*]

PARKING AND TOWING POLICY

SUMMARY OF VEHICLE-SPECIFIC RESTRICTIONS

Vehicle Type	Restriction
Passenger Vehicles	**Generally Permitted** – Passenger cars, pickups, vans, and motorcycles, with no more than two axles and weighing less than one-ton are permitted.
Inoperable Vehicles	**No Parking** – Garage parking only. **Definition** – Obviously or actually not capable of being operated as a vehicle or if it does not have current registration or operating license plates or tags.
Commercial Vehicles	**No Parking** – Garage parking only, unless actively loading or unloading during normal business hours to service a Lot. **Definition** – Vehicles with commercial writing or primarily used or designed for commercial purposes.
Golf Carts	**No Parking** – Garage parking only.
Boats/Watercraft	**No Parking** – Garage parking only.
Tractors and Trucks (One Ton or Greater)	**No Parking** – Garage parking only, unless actively loading or unloading during normal business hours to service a Lot.
Recreational Vehicles, Campers	**No Parking** – Garage parking only, unless actively loading or unloading.

SUMMARY OF GENERAL PARKING RULES

Passenger Vehicles Only – Passenger cars, pickups, vans, and motorcycles, with no more than two axles and weighing less than one-ton are permitted. Commercial vehicles are only permitted if stored in a garage.
Street Parking Generally Prohibited – No Owner or Occupant may park a vehicle on any public or private street or thoroughfare within the community or the Property overnight or for any period of time exceeding sixteen (16) hours.
Inoperable Vehicles Prohibited – An "inoperable" vehicle is one that is obviously or actually not capable of being operated as a vehicle or a vehicle that does not have current registration or a current license tag or plate. Inoperable vehicle are prohibited unless stored in a garage.
Commercial Vehicles Prohibited – Vehicles with commercial writing or primarily used or designed for commercial purposes.
Boats, RVs, Campers, Golf Carts – Garage parking only, unless actively loading or unloading. No overnight parking.
No Parking – Garage parking only, unless actively loading or unloading.

Parking Rules and Regulations

1) Passenger Vehicles

a) Vehicles. Passenger cars, pickups, vans, and motorcycles, with no more than two axles and weighing less than one-ton are permitted. A vehicle must be operable, and must display a current license tag or plate, and inspection sticker.

b) Inoperable Vehicles [any type]. An "inoperable" vehicle is one that is obviously or actually not capable of being operated as a vehicle or a vehicle that does not have current registration or a current license tag or plate. Inoperable vehicle are prohibited unless stored in a garage.

c) Street Parking.

Owners/Occupants. Except as otherwise permitted as described herein, no Owner or Occupant may park a vehicle on any public or private street or thoroughfare within the community or the Property overnight or for any period of time exceeding sixteen (16) hours. Special approval to park a vehicle on any public or private street or thoroughfare within the community may be granted by the Association for extenuating circumstances, obtained upon request at the Association's office on a case-by-case basis.

Guests/Invitees. Guests of any Owner or Occupant shall be allowed to park their vehicles on any road or street within the community for a period not to exceed seventy-two (72) consecutive hours unless in the event of an emergency. An "emergency" means an event, which jeopardizes life or property. Any vehicle parked in the street must be parked legally and in such a manner that does not obstruct the free and unimpeded vehicular and pedestrian use of any portion of the sidewalks or alleys within the community.

d) Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on alleys, streets or other roadways except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.

e) Obstructions. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.

2) Prohibited Vehicles.

a) Commercial Vehicles. A "commercial vehicle" means vehicles with commercial writing or primarily used or designed for commercial purposes, including a truck or van with commercial writing on the exterior. Official vehicles owned by governmental or quasi-governmental bodies are presently exempt. Commercial vehicles must be stored in a garage, unless the operator is actively engaged in loading or unloading during normal business hours to service a Lot.

b) Tractors and Trucks (1 Ton or Heavier). Tractors and Trucks must be stored in a garage, unless the operator is actively engaged in loading or unloading during normal business hours to service a Lot.

c) Golf Carts. May only be parked or stored in a garage.

d) Boats/Watercraft. May only be parked or stored in a garage

e) Recreational Vehicles, Campers, and Trailers. Recreational vehicles, trailers (either with or without wheels), campers, and camper trailers may not be parked, kept or stored on any Lot (except in a garage) except during active loading and unloading for a period not to exceed twelve (12) hours.

3) **Enforcement**.

a) Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of Directors (the "**Board**") will be final.

b) Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance.

c) Self-Help. A vehicle in violation of this policy may be stickered, wheel-locked, towed, or otherwise removed by the Association, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for violations of this policy.

d) Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy, as the same may be amended from time to time.

e) Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof and may recover attorney's fees and costs associated with such action or lawsuit.

4) **Towing**

a) Towing. Any inoperable vehicle parked in violation of this policy for any period of time exceeding fifteen (15) days may be towed at the expense of the vehicle's owner in accordance with applicable law, in addition to the imposition of any fines.

b) Notice before Towing. Before towing an inoperable vehicle, the Association will provide the following notice to an Owner or Occupant or the owner or operator of the vehicle:

Sticker on Vehicle. A conspicuous notice will first be attached to the vehicle's front windshield or, if the vehicle has no front windshield, to a conspicuous part of the vehicle stating that the vehicle is inoperable and parked in violation of the Association's rules. The notice will also provide the telephone number to the towing facility maintained by the tow operator that is answered twenty-four (24) hours a day, to enable the owner or operator of the vehicle to locate the vehicle.

Additional Mailed Notice. After the notice is attached to the vehicle, the Association will send notice by certified mail, return receipt requested, to the last address shown for the owner of the vehicle according to the vehicle registration records of the Texas Department of Motor Vehicles, or if the vehicle is registered in another state, the appropriate agency of that state. The notice

must state that the vehicle is inoperable and parked in violation of the Association's rules. The notice will also state that the vehicle will be towed at the expense of the owner or operator of the vehicle if it is not removed within fifteen (15) days of the date the letter is postmarked. The notice must also provide the telephone number to the towing facility maintained by the tow operator that will remove the vehicle that is answered twenty-four (24) hours a day, to enable the owner or operator of the vehicle to locate the vehicle. The notice may also contain any information required under the Texas Property Code.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/17/2021 10:41:12 AM
CASHTHREE 33 Pages(s)
202106032666