

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



SALERNO
THIRD SUPPLEMENT TO COMMUNITY MANUAL

KB HOME LONE STAR INC., a Texas corporation, is the Declarant under that certain Salerno Master Covenant [Residential], recorded under Document No. 2021106161, Official Public Records of Williamson County, Texas, as may be amended from time to time (collectively, the "Covenant"). Declarant adopted and recorded that certain Salerno Community Manual, recorded under Document No. 2021109669, Official Public Records of Williamson County, Texas, as amended or supplemented (collectively, the "Community Manual"). Pursuant to *Article I* 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 Third Supplement to Salerno Community Manual (this "Supplement") becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 11th day of July, 2023.

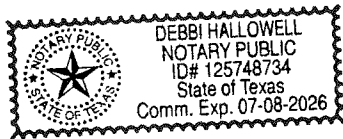
KB HOME LONE STAR INC.,
a Texas corporation

By: Shawn A. Kirkpatrick
Printed Name: Shawn A Kirkpatrick
Title: Sr. Director Public Affairs

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me this 11th day of July, 2023 by Shawn A. Kirkpatrick Sr. Director Public Affairs of KB Home Lone Star Inc., a Texas corporation, on behalf of said corporation.

(SEAL)



[Signature]
Notary Public Signature



SALERNO
THIRD SUPPLEMENT TO COMMUNITY MANUAL
TABLE OF CONTENTS

- | | |
|---|----------------------|
| 11. AMENITY CENTER COMMUNITY ROOM RENTAL
AND USE RULES | ATTACHMENT 11 |
| 12. COMMUNITY ROOM REGISTRATION FORM AND
USAGE RELEASE AGREEMENT | ATTACHMENT 12 |

ATTACHMENT 11



Salerno Residential Community, Inc.
AMENITY CENTER COMMUNITY ROOM RENTAL AND USE RULES

1. User must be an Owner in the Salerno community, and a Member of Salerno Residential Community, Inc. ("Association") in good standing, and not delinquent in the payment of any sums owed to the Association in order to reserve any community facilities.
2. It is understood that the premises are to be used on an 'as is' basis, without warranty, and without any representation by the Association as to the suitability of the premises for the intended use.
3. In order to rent any community facilities, an Owner may be required to complete a Resident Rental Contract (the "**Rental Contract**") and execute and submit the Rental Contract with any required fees or deposit. Reservations are not final or considered "booked" until an Owner receives a confirmation email confirming that the community facilities have been reserved for the date and time requested by the Owner.
4. The Board of Directors and/or management company reserves the right to assess a user any additional fees such as cleaning fees, repair or restoration charges, administrative costs, or other costs associated with the rental of the community facilities.
5. If required, the Rental Contract should be submitted at least twenty-one (21) days in advance of the planned reservation date.
6. The Association reserves the right to set occupancy limits for community room reservations and limit or deny access to the pool area at certain times.
7. **The rented community room must be completely cleaned, and all trash removed upon completion of the event. In the event the community room requires additional cleaning, trash removal, and/or restoration, the Owner's account will be charged for the additional expense.**
8. Owners are responsible for any damage caused by them, or any guest, attendee, or other person accessing the community facilities in connection with the event.

ATTACHMENT 11
SALERNO

THIRD SUPPLEMENT TO COMMUNITY MANUAL

9. The Association reserves the right to deny any reservation request or cancel any reservation at its discretion.
10. Only Owners over the age of twenty-one (21) may rent community facilities, and the Owner must be present during the entire reservation period.
11. The following items are prohibited:
 - Pets with the exception of service animals
 - Glass container of any kind
 - Controlled substances, alcohol, tobacco products of any kind, no smoking, smokeless tobacco, or vaping
 - Candles or open flame
 - Smoke machines
 - Loud music
12. Alcohol is strictly prohibited in the community room and pool area.
13. To the extent permitted pursuant to applicable law, no weapons of any kind are permitted on any community facilities or property owned by the Association. The discharge of firearms, pellet guns, bow and arrows, slingshot, and other hazardous items is prohibited.
14. The Owner and user shall indemnify and hold harmless the Association, management company, and the Association or management company's 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 premises by lessee or arising out of any acts or omissions of lessee, his employees, agents, representatives, customers, guests or invitees.
15. The Owner and user is responsible for providing any necessary security staffing and for furnishing, in advance of the function by a deadline set by the Association, appropriate documentation confirming that applicable security staffing requirements have been met. **FOR SERIOUS INJURY OR LIFE THREATENING EMERGENCY ASSISTANCE, CALL 911.** After contacting 911, if required, all emergencies and injuries must be reported to the Association.
16. Owners and their guests shall abide by and comply with all rules of the Association while present at or utilizing the community facilities, and Owners shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of any rule or misuse or destruction of property, improvements or equipment may result in

ATTACHMENT 11
SALERNO

THIRD SUPPLEMENT TO COMMUNITY MANUAL

the suspension or termination of access rights to community facilities as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of the Association's community facilities.

17. Community room rentals shall be limited to a maximum of four (4) hours during a weekday excluding Friday and three (3) hours on a weekend including Friday and on holidays. The Association reserves the right to limit the number of events per day and/or the requested time of day for events.
18. Owners wishing to reserve the community room in conjunction with access to the pool area shall have on file with the Association an executed Community Facilities Registration and Usage Release form.

The Association reserves the right to impose such additional requirements and obligations, on a case-by-case basis if necessary, on Owners. In addition, the Association reserves the right to amend and revise this policy as well as any Rental Contract. The Rental Contract provisions constitute supplemental rules that are fully enforceable by the Association in accordance with the Documents.

ATTACHMENT 12



Salerno Residential Community, Inc.

Community Room 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

Community Room Event Information

Type of Event: _____

Number of Attendees: _____

Requested Day: _____

Requested Time: _____

Requested Number of Hours: _____

Fees Schedule, subject to change as adopted by the Board of Director:

- Refundable Deposit - \$100
- Rental Fee - \$50
- Additional Cleaning Charges – Actual cost plus 20%
- Damages -Actual cost plus 20%

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 Salerno Residential 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**

ATTACHMENT 12
SALERNO

THIRD SUPPLEMENT TO COMMUNITY MANUAL

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: _____	

Management Company Approval

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2023057249

Pages: 8 Fee: \$50.00

07/12/2023 10:38 AM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas