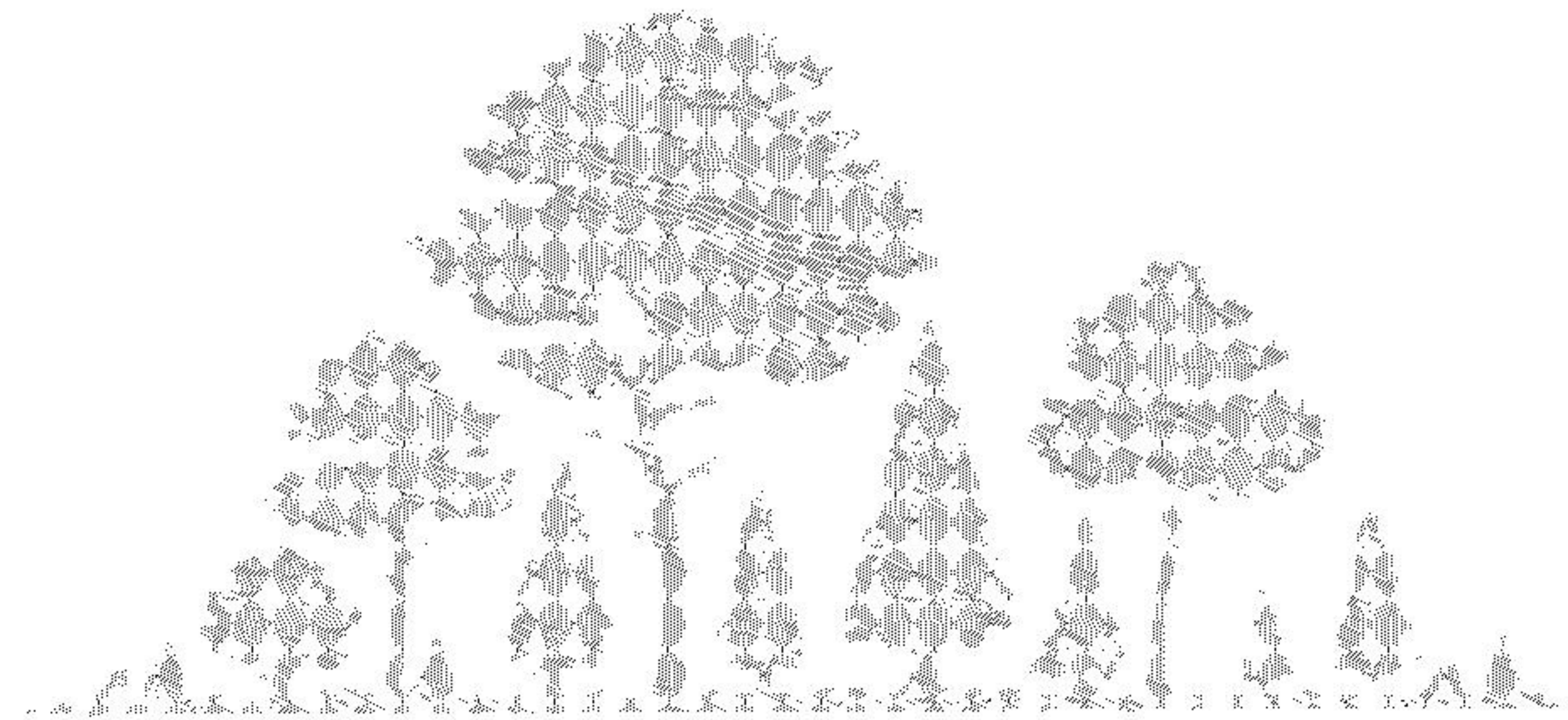


AFTER RECORDING RETURN TO:  
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AUSTIN, TEXAS 78701  
KSTOTTS@WINSTEAD.COM



# HARRINGTON TRAILS

## THIRD SUPPLEMENT TO COMMUNITY MANUAL

*Montgomery County, Texas*

Cross-reference to (i) Harrington Trails Amended and Restated Master Covenant [Residential], recorded as Document No. 2022061485, Official Public Records of Montgomery County, Texas (as amended or supplemented, the "Covenant"); and (ii) Harrington Trails Community Manual, recorded as Document No. 2020029822, Official Public Records of Montgomery County, Texas (as amended or supplemented, the "Community Manual").

## INTRODUCTION

This Third Supplement to the Community Manual (this “**Supplement**”) is made by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, (“**Declarant**”) and is as follows:

A. Declarant is the Declarant under that certain Harrington Trails Amended and Restated Master Covenant [Residential], recorded as Document No. 2022061485, Official Public Records of Montgomery County, Texas, as amended from time to time (the “**Covenant**”) and that certain Harrington Trails Community Manual, recorded as Document No. 2020029822, Official Public Records of Montgomery County, Texas, as amended by that certain Harrington Trails First Supplement to Community Manual, recorded as Document No. 2021141439, Official Public Records of Montgomery County, Texas, as amended from time to time (the “**Community Manual**”).

B. 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 yet expired.

C. Declarant now desires to supplement the Community Manual with the policies attached hereto. This Supplement may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

D. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Covenant and the Community Manual.

EXECUTED to be effective as of the date this Supplement is Recorded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 19<sup>th</sup>  
day of DECEMBER, 20 24.

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a  
Delaware corporation

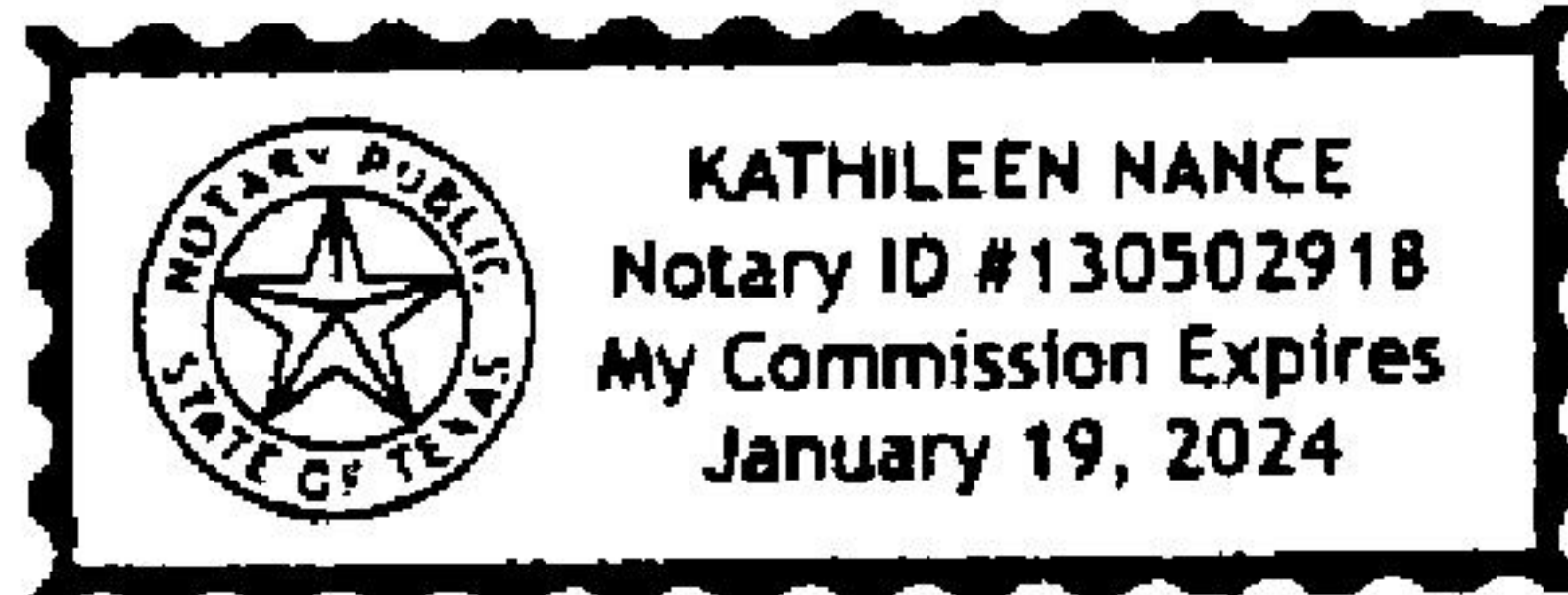
By: Justine Klinke  
Name: Justine Klinke  
Title: Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Harris           §

This instrument was acknowledged before me on December, 2024, by  
Justine Klinke, Vice President of FORESTAR (USA) REAL ESTATE  
GROUP INC., a Delaware corporation, on behalf of said corporation.

(SEAL)

Kathleen Nance  
Notary Public Signature



**HARRINGTON TRAILS RESIDENTIAL COMMUNITY, INC.**  
**SUPPLEMENTAL POLICIES**

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9.	COMMUNITY FACILITIES USER GUIDELINES	ATTACHMENT 9
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PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE DOCUMENTS, RULES, OR POLICIES FOR THE ASSOCIATION.

## ATTACHMENT 9

### HARRINGTON TRAILS RESIDENTIAL COMMUNITY, INC.

#### COMMUNITY FACILITIES USER GUIDELINES

Terms used but not defined in this policy will have the meanings ascribed to such terms in the Harrington Trails Amended and Restated Master Covenant [Residential], recorded in the Official Public Records of Montgomery County, Texas, as the same may be amended from time to time (the "Declaration").

#### I. INTRODUCTION

Harrington Trails is a family-oriented community (the "Community") that services Owners and Residents of all ages. The Community has various amenities which may include, without limitation, an Event Pavilion, swimming pool and splash pad, and a playground (collectively, the "Community Facilities"). The Community Facilities are meant primarily for the enjoyment of Owners and Residents within the Community. These guidelines (the "Guidelines") are initially established by Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Declarant") under the authority described in the governing documents for the Harrington Trails Residential Community, Inc., a Texas nonprofit corporation (the "Association"). The governing documents include, without limitation, the Declaration and the Community Manual for Harrington Trails (the "Community Manual"). The Declaration and Community Manual are sometime referred to in these Guidelines as the "Documents".

These Guidelines are created to ensure that the Association serves the best interests of Owners, Residents, and their guests and invitees who use the Community Facilities (collectively, the "Facility Users"). These Guidelines are instituted to preserve the Community Facilities for the convenience and enjoyment of Facility Users. The Guidelines apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy the Community Facilities, Facility Users must do so while respecting others' rights, displaying courtesy to others, and applying common sense to the use of all recreational equipment and areas in and around the Community Facilities. Owners' and Residents' guests and invitees may be accommodated only when such accommodation does not infringe upon such Owners' and Residents' convenience or rights. Further, while every effort is made to provide comfortable use of the Community Facilities to all Owners and Residents, the Community Facilities are not intended to serve the general public and will not always have similar specifications to those found in public accommodations.

These Guidelines may be amended, modified or supplemented by the Declarant during the Development Period (as defined in the Declaration), and by the Board thereafter, in its sole and absolute discretion.

It is the Declarant's and the Association's policy not to discriminate in the use of the Community Facilities, the provision of services related to the use of the Community Facilities, or the application of these Guidelines based on race, color, creed, ancestry, religion, sex, sexual orientation, familial status, marital status, national origin, handicap, or disability.

## **II. USE OF FACILITIES AND ASSUMPTION OF RISK**

All use of the Community Facilities and participation in Community programs is purely voluntary. The recreational nature of certain Community activities and programs may involve some personal or physical risk on the part of the Facility User. Program participation by a Facility User is therefore acknowledgement and acceptance of the inherent risks. Facility Users may be required to sign a Facility User's Agreement (in the form attached hereto as *Exhibit A*) prior to using the Community Facilities. Additional forms appropriate for trips, activities, sports, clubs and tours may be required prior to participation in the respective activities.

The Association strives to consistently maintain the Community Facilities in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimal condition. If such a condition occurs, Facility Users should immediately contact the Community Manager for assistance. In the event of any emergency, please call 9-1-1. Thereafter, any emergency, including any injuries, accidents or other serious incidents must be immediately reported to the Community Manager for an incident report to be completed and for any needed action to be taken.

Neither the Declarant, the Association, nor their respective directors, officers, committees, agents, and employees are liable for bodily injury, personal injury or inconvenience sustained during the use of the Community Facilities and any programs presented therein or thereon. Further, neither the Declarant, the Association nor their respective directors, officers, committees, agents, and employees are responsible for the loss or theft of any personal belongings of any Facility User, volunteer, vendor, staff member or visitor to the Community Facilities.

These Guidelines have been developed to ensure that Facility Users are provided with a safe and enjoyable experience while using the Community Facilities. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with the various Community Facilities rules set forth in these Guidelines.

## **III. AUTHORITY**

The Declarant's and the Board's authority to adopt and amend these Guidelines is provided the Documents. These Guidelines are binding upon all Facility Users. In addition, the Documents provide for a means to ensure compliance of these Guidelines and provides the Declarant and Association the following rights for violations or abuse of these Guidelines:

- i. The right of the Association to suspend voting rights of any Member.
- ii. The right of the Declarant or the Association to levy reasonable monetary fines.
- iii. The right to suspend a Facility User's right to use any or all Community Facilities.

## **IV. MEMBERSHIP**

Pursuant to the Declaration, each Owner of a Lot is a "Member" of the Association. If a Lot is owned by more than one (1) person, all co-Owners are "Members" of the Association. A Member may invite guests to the Community Facilities in accordance with the provisions of these Guidelines. A Member who leases his or her home surrenders his or her rights to use the Community Facilities to the tenant of the residence during the term of the lease.

## V. ACCESS DEVICES

Access cards or key fobs (individually, an "Access Device" and collectively, "Access Devices") are required to access the Community Facilities and to participate in Community-sponsored events and activities. Access Devices are issued to Owners or Residents of Lots, provided that the Assessments associated with such Lot are no more than thirty (30) days past due, and with proper identification or verification as set forth herein.

Any person who is an "Owner" or "Resident" as defined in the Declaration has the right to an Access Device unless otherwise described in these Guidelines. Access Devices cannot be transferred and may only be used by the Owner or Resident to whom such Access Device is issued.

1. **Suspension.** Access Devices may be suspended or revoked pursuant to the terms and conditions of the Declaration for the following actions by the Owner(s), Residents, or a member of their respective households:
  - (i) Use of false information to obtain an Access Device.
  - (ii) Unauthorized use of an Access Device.
  - (iii) Violation of the Documents of the Association, including these Guidelines.
  - (iv) Non-payment of Assessments or other charges.
2. **Allocation.** Access Devices are available for purchase at the Association's office ("HOA Office"). All Owners and Residents must complete required waiver forms and list all Residents of a household prior to obtaining an Access Device.
  - (i) Purchasers of newly constructed homes receive one Access Device for free. Owners may purchase one (1) additional Access Device.
  - (ii) Owners purchasing existing homes should request that the previous Owner transfer any previously existing Access Device(s) into their name(s), or they may purchase a new card.
3. **Lost and Damaged Access Devices.** Owners and Residents should inform the Community Manager if an Access Device is lost or damaged. A fee will be charged for all replacement or damaged Access Devices.
4. **Issuance.** Owners or Residents seeking to obtain an Access Device must submit two (2) of the following items as proof of eligibility: (i) driver's license or state-issued photo identification; (ii) a utility bill showing a qualifying street address; and (iii) a recorded deed, title policy or valid lease agreement. In addition, an Owner or Resident may be required to present a signed Facility User's agreement before the Access Device will be issued.
5. **Guests.** If guest access is authorized, guests must be accompanied by an Owner or Resident over the age of sixteen (16) with an active Access Device while using the Community Facilities.
6. Only Owners and Residents possessing valid Access Devices and their authorized guests and invitees are entitled to use the Community Facilities. Access Devices must be presented or swiped on the automatic door locks when entering the Community Facilities.

## VI. CODE OF CONDUCT

1. Facility Users shall show common courtesy and refrain from harassment of any Facility User, Association or Community Manager staff member, volunteer or vendor, and shall otherwise refrain from interfering with the management of the Community Facilities. Verbal abuse or vulgar, profane language is prohibited. Fighting or physical contact is prohibited. Immediate suspension of privileges may follow and continue until a hearing can be conducted by the Board.
2. Facility Users are responsible for their conduct and the conduct of their guests and invitees. Facility Users will be held liable for any repair costs for damage for which they or their guests cause.
3. Owners and Residents are prohibited from charging their guests for use of the Community Facilities.
4. Facility Users shall not engage in unsafe activities or actions that endanger the safety of themselves or others.
5. Facility Users must obey all safety rules and shall stop unsafe activity as instructed by Community Manager's staff members or appointed volunteers or vendor partners.
6. Proper dress is required in the Community Facilities at all times, and specific attire may be designated by the Board for specific events, areas and locations. Unless otherwise specified, appropriate casual attire is required in all areas in and around the Community Facilities. Shirts and shoes must be worn (except in the pool area). Offensive graphics, language or slogans are not permitted on clothing.
7. The use of alcohol, tobacco, vaping products, and illegal drugs is prohibited.
8. Pets are prohibited from entering the pool, except animals providing assistance to a person with a disability ("Service Animals"), unless authorized by staff for a Community event. At no time shall any pet be left unattended outside of the Community Facilities. Prior registration of Services Animals is required.
9. Neither the Declarant nor the Association, nor their respective directors, officers, committees, agents, and employees are responsible for lost or stolen items, or damage to personal property. Any lost or stolen items should be reported to a Community Manager staff member.
10. All Facility Users must present their Access Device for admission to the Community Facilities. The Access Device must be carried while using any of the Community Facilities. If a Facility User forgets his or her Access Device, a mandatory replacement will be required, and the cost shall be charged to the account associated with such Facility User's account.
11. Staff reserves the right to take reasonable actions deemed necessary for the safety of Facility Users or protection of equipment.
12. Facility Users who violate these Guidelines may be asked to vacate the Community Facilities and may be reported to the Board for disciplinary action, as appropriate.

13. Any Facility Users who violate these Guidelines are subject to disciplinary action by the Board, including suspension of privileges and an imposition of fines, subject to the terms of the Declaration. Association staff may immediately remove Facility Users who do not abide by these Guidelines and may report such persons to the Board for disciplinary action, as appropriate.
14. Owners may be requested to appear before the Board to discuss an infraction of these Guidelines by a Resident of their leased residence, or such Resident's guest or invitee. Residents also have the right to appear before the Board if disciplinary action is being considered. Such rights are dictated by the Declaration.

## **VII. HARRINGTON TRAILS COMMUNITY FACILITIES OPERATIONS**

1. **HOA Office** — The HOA Office houses staff members responsible for Association governance, facility maintenance, room scheduling, activity coordination, club/group administration, event planning and all other Association business.
2. **Facility Reservations** – Community Facilities reservations may be made available for Association-related activities, authorized committees, club/groups, and Owners' or Residents' private parties. See the Rental Policy attached hereto as *Exhibit B* for further details.
3. **Regular Hours of Operation** — The Board will set hours of operation for all Community Facilities. Special events may occur outside of normal hours of operation upon approval by the Community Manager. Below are the anticipated operating hours for the Community Facilities; however, the actual operating hours may differ from the hours set forth below and are subject to change without notice. Hours may also be restricted due to weather, special events, maintenance, and holiday scheduling. Owners and Residents should confirm the hours of operation before planning any event.

### **Community Facilities Hours of Operation (subject to change without notice):**

#### **HOA Office Hours**

Monday-Friday 10:00 AM — 5:00 PM  
Saturday and Sunday: CLOSED

#### **Clubhouse**

Monday-Friday 9:00 AM — 9:00 PM

- Available for Rental by Reservation ONLY.
- Owners and Residents should refer to the Rental Policy for further details.

#### **Pool and Splash Pool/Pad**

May through September, Monday-Sunday 9:00 AM – 9:00 PM

- Regular Pool Season begins the first weekend in May (weekends only).
- Beginning Memorial Day weekend, the hours are 9:00 AM to 9:00 PM daily.
- After Labor Day weekend, the pool will be open on weekends only until the end of September.
- October through April – CLOSED

**Playground Hours of Operation**

Daily 8:00 AM to dusk

4. **Supervision** – Children fourteen (14) years of age or younger must be accompanied by an Owner or Resident over the age of sixteen (16). Parents, guardians, and persons responsible for the care of minor children are required to adequately supervise minor children under their care while enjoying the Community Facilities. If an unattended child appears to be lost, is being disruptive, or if in the judgment of the staff, his or her safety is jeopardized, the staff will make an attempt to locate the parent, guardian, or person responsible for the care of the child. If the parent, guardian, or person responsible for the care of the child cannot be located, the child may be placed in the care of the local law enforcement agency. The Community Manager will not, under any circumstances, be responsible for determining whether an apparent parent, guardian, or person responsible for the care of a minor child is legally authorized to oversee or provide for the care of the minor child.
5. **Complaints** – Complaints regarding staff members or contracted labor should be directed in writing to the Community Manager. The Community Manager will make reasonable efforts to promptly resolve the conflict. Due to employee's right to confidentiality, it may not be possible to provide information to a complainant regarding the status of a complaint when it involves a personnel action.
6. Under no circumstances will Facility Users interfere with or otherwise direct employees during the course of Association business. Facility Users shall not request special personal services from the employees of the Manager or the Association.
7. **Soliciting** – Soliciting is prohibited unless the Board gives its prior written consent.
8. **Advertising** – Notices, advertisements or posters of any kind may not be placed or distributed in or around the Community Facilities without the prior written consent of the Board or pursuant to a written community policy.
9. **Cell Phones** – When using the Community Facilities, cell phone users should respect others by leaving the area to take a call and moderating voice tone to avoid disturbing others. The use of a radio-style phone, in walkie-talkie mode, is prohibited, except by vendors or staff while conducting business.
10. **Photographic Equipment** – Photography of any kind is not permitted inside the restrooms. Photographic equipment is permitted in public spaces of the Community Facilities, such as the pool area, lobby, multi-purpose room, pavilion, park and sports courts for the purpose of photographing events (dance recitals, birthday parties, etc.) for personal use. No commercial photography still or video is permitted anywhere in the facilities without the prior written approval of the Board.
11. Roller skates (including shoes with wheels on the heel), skateboards, rollerblades, bikes, and scooters, including self-balancing motorized scooters are prohibited from being used within the pool area, splash pool/pad, clubhouse, and playground equipment, unless authorized by Association staff for a fitness or community event.
12. **Food and Drink** – refer to rules pertaining to the specific area within the Community Facilities.

13. **Alcoholic Beverages** – Alcoholic beverages are prohibited at the Community Facilities, unless served during a private event. The Association may require insurance to be obtained for any event, including any event where alcohol will be served. Alcohol cannot be sold unless by a licensed vendor/caterer who holds the appropriate licensing or permit required for the event or services provided. Any alcoholic beverage service must end at least 30 minutes prior to the end of the event or at the time when the professional bartending service leaves the event. The Association reserves the right to prohibit alcoholic beverages and no rights are conferred by this rule.

No person under the influence of any illegal substance may utilize the Community Facilities. No alcoholic beverages will be served at any time to any person who is under 21 years old or to any intoxicated person. Neither the Declarant nor the Association, nor their respective directors, officers, committees, agents, and employees is responsible for any injury, damage, or harm arising out of related to the consumption or service of alcoholic beverages.

14. **Equipment Use** – Furniture, equipment and supplies that are the property of the Association and shall not be removed from the Community Facilities without the prior written permission of the Community Manager. While certain Association-owned items may be stored or set-up in a particular room, these items remain the property of the Association and may be relocated by staff members or used for other activities or events as needed.
15. **Facility Scheduling** – In order to accommodate the large number of Residents who use the Community Facilities, it is necessary to properly schedule activities. Use of the Community Facilities is on a first-come basis with scheduled reservations taking priority. The clubroom schedule is established and maintained by the Association. Requests for reservations should be directed to the Community Manager.

## VIII. PARKING

1. The parking lot is available to Owners, Residents, their guests and invitees during Community Facilities hours of operation. Overnight parking is prohibited. The Association may impose fines for violations pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy.
2. Parking is available on a first come, first serve basis.
3. Parking is at the risk of the vehicle owner or person driving the vehicle. Neither the Declarant, the Association, nor their respective directors, officers, committees, agents, employees, or insurance companies are responsible for theft, damage or loss.
4. Owners and Residents must observe all posted signs including but not limited to: stop signs, one-way signs, posted speed limits, and/or entrance/exit signs.
5. Handicapped spaces are reserved for those displaying the proper license plate or government issued placard.
6. No parking is permitted at any time in posted areas prohibiting parking, traffic lanes, front of trash doors/bins or gates or building entrance/exits, reserved or assigned parking spaces, and fire or emergency lanes.

7. No trailer, camper, dune buggy, boat, or any other recreational vehicle shall be parked in any portion of the Community Facilities.
8. Vehicle maintenance or repair work of any kind in the Community Facilities parking area(s) is prohibited.
9. Washing, waxing, detailing and servicing vehicles in any way in the parking area or any other location on the premises is prohibited.
10. Use of parking lot for driver control/safety training is prohibited.
11. **Towing Policy** – Decisions to tow a vehicle from the Community Facilities shall be that of the Community Manager or Association staff. Effort will be made to contact the owner of a vehicle that may be towed, prior to towing, except in the case of an emergency.
12. The Community Manager, on behalf of the Board, may cause the removal of a vehicle parked within the Community Facilities property if the vehicle is parked in violation of any of the following:
  - (i) The vehicle has been issued a notice of parking violation, and forty-eight (48) hours have elapsed since the issuance of that notice.
  - (ii) The vehicle is parked overnight or past the posted hours of operation of the Community Facilities.
  - (iii) The following violations may necessitate immediate towing without prior notice.
    - (a) The vehicle is parked in a marked fire lane.
    - (b) The vehicle is parked within fifteen (15) feet of a fire hydrant.
    - (c) The vehicle is parked in a manner that interferes with ingress, egress and access to the Community Facilities, handicap access areas, gates, doors, garbage bins, etc.
    - (d) The vehicle is parked in a manner that impedes the flow of traffic.
    - (e) The vehicle is parked in a space designated for handicapped parking without proper authority or placard/decal.
    - (f) The vehicle is parked in a designated reserved parking space.
    - (g) The vehicle is parked in any location designated as "No Parking" by either signage, painted curb, or other method of designation.

#### **IX. SWIMMING POOLS AND SPLASH POOL/PAD**

1. The swimming pool and splash pool and/or pad (collectively, and as applicable, the "Swimming Pool") are private facilities available to Facility Users.
2. All Facility Users using the Swimming Pool equipment do so at their own risk. Facility Users assume risk of loss and responsibility for any injury or damage to their health while using the Swimming Pool. **THERE IS NO LIFEGUARD ON DUTY.**
3. The Association has the right to enforce these Rules against any Facility User. Moreover, any lifeguard on duty, if present, shall have the authority to enforce all Rules established herein.

4. For their own well-being and protection, Facility Users who are younger than fourteen (14) years of age, and users who are not experienced and competent swimmers, must be supervised by an Owner or Resident who is an adult at all times while using the Swimming Pool. Any Facility User may seek a waiver of the age restriction in accordance with these rules in connection with any child under the age of fourteen (14) who possesses proven ability or experience in swimming or fitness related activities. Notwithstanding the foregoing, and pursuant to Section 265 of Chapter 25 of the Texas Administrative Code, rules posted at the Swimming Pool will include "CHILDREN SHOULD NOT USE POOL WITHOUT ADULT SUPERVISION" and "WARNING - NO LIFEGUARD ON DUTY".
5. A maximum of two (2) guests are allowed per household per day.
6. Facility Users are required to wear appropriate swimwear at all times. Nudity is strictly prohibited.
7. The pool deck perimeter is reserved for walking, safety, and emergency purposes. No obstruction of any kind will be permitted in this area.
8. Pool gates must be kept closed and locked at all times.
9. Facility Users must swipe their Access Device to gain access to the Swimming Pool.
10. Facility Users should not compromise the cleanliness of the pool, or subject other users to unhealthy conditions. While protection from harmful rays is strongly encouraged, the use of oils and heavy suntan lotions can cause filter damage. Facility Users are required to take a cleansing shower before entering the pool. Showering after using the Swimming Pool is also recommended.
11. 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 Swimming Pool. All incontinent persons are required to wear approved swim diapers. No non-swim diapers are allowed to be worn in the Swimming Pool. No person shall use the Swimming Pool if they have had diarrhea in the previous two (2) weeks.
12. Changing diapers within six (6) feet of the Swimming Pool or splash pool/pad is prohibited.
13. Food and beverages are permitted in the pool deck perimeter but are NOT permitted in the pool. Food shall only be consumed in areas at least six (6') feet away from the pool. No chewing gum is allowed within the pool area.
14. All trash and other debris occasioned by Facility Users must be placed in the appropriate trash can receptacles or otherwise properly disposed of.
15. The following are prohibited in and around the Swimming Pool:
  - (i) tobacco products and/or smoking or vaping;
  - (ii) controlled substances and/or alcoholic beverages;
  - (iii) firearms;
  - (iv) glass containers;
  - (v) pets;
  - (vi) running, and rough play or horseplay;

- (vii) skateboards, rollerblades, or other wheeled recreational equipment;
- (viii) personal sound-producing equipment, speakers, or radios;
- (ix) profane language; or
- (x) extended breath holding activities.

16. 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).
17. Inflatables are only permitted at the discretion of the Board and/or expressly approved by the Board. For safety reasons, if at any point an approved inflatable obstruct the view of swimmers, the Facility User may be asked to remove the inflatable from the pool. Water wings are permitted.
18. If thunder and lightning is observed or for inclement weather conditions, Facility Users are responsible for their own safety and for the immediate and safe evacuation of the Swimming Pool. Facility Users are responsible for their own safety and well-being, and must follow all applicable regulations, codes, and guidelines pertaining to facility use, and must refrain from using the Swimming Pool if the weather conditions, including lightning, would endanger Facility Users, or if there is a call for evacuation of the Swimming Pool. The Association, the Community Manager and their respective staff members reserve the right to close the pool at any time to preserve the health and well-being of Facility Users.
19. Any Facility User failing to abide by instructions, stated policy or safety rules will be asked to leave the Pool Facilities. The judgment of Association's staff or representatives with respect to safety, decorum, and sanitation will prevail.
20. Unauthorized persons and trespassers will be asked to immediately vacate the premises and may be reported to the local authorities. During non-use hours, concerned Residents should report trespassers to local law enforcement.
21. Facility Users should refer to posted hours (at the pool or online) for regular hours of operation.
22. Children over the age of twelve (12) are not permitted to use the splash pool or pad at any time.
23. For the splash pool and pad, adults age eighteen (18) and over must be accompanied by a child, age twelve (12) and under, at all times, and a child user must be accompanied by at least one (1) adult who is responsible for the child user. There is a maximum of two (2) adults per one (1) child.
24. The Board have the right to suspend and/or revoke, without notice, all pool privileges of Facility Users who violate these rules. The Declarant during the Development Period, and the Board thereafter, has the right to modify, amended, or supplement these rules at any time and from time to time.

**X. PLAYGROUND**No improper use of playground equipment.

2. No jumping off elevated playground platforms or equipment.
3. No person over the age of fourteen (14) may use the play equipment unless assisting a younger child.

4. No playing after dark.
5. No rough play is allowed.
6. All litter must be placed in trash receptacles.
7. No glass or sharp objects in the playground area at any time.
8. No use of tobacco, smoking, vaping, or consumption of alcoholic beverages is permitted.
9. Users shall not damage playground equipment, and users may be held liable for any damage.
10. Guests must be accompanied by an Owner/Resident at all times.
11. Absolutely no skateboarding, skating, or roller blading at the playground is permitted.
12. Personal sound-producing equipment, speakers, or radios are strictly prohibited.
13. Unauthorized persons and trespassers will be asked to immediately vacate the premises and may be reported to the local authorities. During non-use hours, concerned residents should report trespassers to the local law enforcement.
14. The Board have the right to suspend and/or revoke, without notice, all privileges of Facility Users who violate these rules. The Declarant during the Development Period, and the Board thereafter, has the right to modify, amend or supplement these rules at any time and from time to time.

#### **XI. FOUNTAIN AND POND**

1. The Community fountain(s) and pond(s) are for aesthetic purposes only.
2. Recreational use, including swimming, fishing, wading, and all other activities involving the fountains and/or community ponds, is strictly prohibited.
3. In addition to the foregoing, the Declarant and/or the Association may post signs at the fountains and/or Community ponds containing additional Rules and Regulations.
4. Any violation of this policy is enforceable in accordance with the Documents.
5. Unauthorized persons and trespassers will be asked to immediately vacate the premises and may be reported to the local law enforcement.

#### **XII. CONFLICT**

In the event of any conflict between these Guidelines and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.

#### **XIII. FACILITY USER'S AGREEMENT**

[SEE EXHIBIT A]

**EXHIBIT A**

**FACILITY USER'S AGREEMENT**

Community: Harrington Trails Residential Community, Inc. (the "Association")

I, for myself, and any minor identified below, agree to the following terms and conditions, which serve to supplement any other agreement or rules pertaining to the use of any of the Community Facilities or common area property:

1. **Use of Community Facilities or Common Area Property.** I agree that entry upon or use of any property owned, managed, or controlled by the Association, including any common element or common area property ("Common Area"), amenities, facilities, and recreational areas (the "Community Facilities", together with the Common Area, the "Property") is at my/user's own risk. I agree to follow all of the Association's use rules with regard to the Property.
2. **RELEASE.** I, ON MY OWN BEHALF AND ANY MINOR IDENTIFIED BELOW, AGREE TO HOLD HARMLESS AND RELEASE THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, INCLUDING PROPERTY DAMAGE OR PERSONAL INJURY CLAIMS, ARISING OUT OF OR RELATING IN ANY WAY TO MY ENTRY UPON OR USE OF THE PROPERTY.

On behalf of any minor(s) identified below, I represent that I am a legal guardian, and all releases and acknowledgements provided herein shall apply to the minor(s).

**AGREED AND ACCEPTED:**

**PRINTED LEGAL NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FOR ANY MINOR:**

**PRINTED LEGAL NAME:** \_\_\_\_\_

**PRINTED LEGAL NAME:** \_\_\_\_\_

**EXHIBIT B**  
**HARRINGTON TRAILS RESIDENTIAL COMMUNITY, INC.**  
**COMMUNITY FACILITIES**  
**RENTAL POLICY**

1. Only Members of Harrington Trails Residential Community, Inc. may rent the Clubhouse. Organizations and/or individuals may not assign use rights. The Member must present at all times. Requests and reservations will only be considered for Members in "good standing" with the Association. A Member is in good standing with the Association if the Member:
  - a) Has paid up to date all Assessments and has no delinquent financial obligations to the Association;
  - b) Is not in violation of any deed restrictions according to the Association's records; and
  - c) Has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment.
2. The Association reserves the right to refuse rental service. Reservations must be requested a minimum of fourteen (14) business days prior to the rental date, but cannot be requested sooner than thirty (30) days prior to the proposed rental date. Reservations requested outside the aforementioned timeframe are subject to refusal.
3. The use of the Community Facilities by Members may be restricted at the discretion of the Board for delinquent Association dues, violation of Association Rules and Regulations, or deliberate abuse of the Community Facilities or Common Area. At the time of execution of this Agreement, and at the time of Member's event, Member must be in good standing with the Association and current in the payment of all Assessments and other amounts owed to the Association.
4. Use of the Community Facilities is subject to the terms of the policies, procedures and rules contained in the Documents and all Applicable Law.
5. The organizer of any private event at which there will be fifty (50) or more attendees will be required to hire security for the event. Security must be present during the entirety of the event. The Association, in its sole and absolute discretion, may require the hiring of security at any event with fewer than fifty (50) attendees.
6. Tables, chairs or other objects will not block or impede the flow of traffic in or out of any exits to or from the building. Doors may not be propped open during any rentals; they are for emergency use only.
7. Alcohol may be served during a private resident or group event. Alcohol cannot be sold unless by a licensed vendor/caterer. Liquor service must end at least 30 minutes prior to the end of the event or at the time when the professional bartending service leaves the event. No alcoholic beverages will be served at any time to any person who is under 21 years old or to any intoxicated person. Members acknowledge that the Association does not hold or maintain a liquor license, and this provision does not constitute a liquor license or permission to serve alcohol. Members will be solely

responsible for compliance with Applicable Law, including but not limited to the liquor license laws of the State of Texas. No alcoholic beverages shall be served or consumed outside the Clubhouse premises as part of Member's event. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the premises, Member shall take action to have such beverages removed from the premises. If necessary; Member will notify the law enforcement to seek assistance with the enforcement of this rule. At any event in which a majority of the attendees are under 21 years old, Member will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old. If any person attending the event, whether invited or uninvited, is abusing or misusing alcohol on or within the Community Facilities, Member shall take action to have such activities stopped, and if necessary, notify law enforcement to seek assistance. Member agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. Member agrees that Member is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Member's event.

8. Due to multiple scheduling of events, all reservations must begin and end at the time indicated on the Facility Use Agreement. There will be no refunds issued for time reserved and not utilized. Member shall arrange for all pick-ups and deliveries to be made the day of the event. All material, products, and decorations provided by you, your caterers, beverage service, rental suppliers, musicians, etc. must be removed the day of the event. If items are not removed the day of the rental there will be a predetermined daily storage fee that will be deducted from the security deposit. Members will be provided one (1) hour before the event for set up and one (1) hour after the event for cleanup. If additional time for set up or cleanup is required the Member may discuss with the Association staff during the rental scheduling to ensure the request does not impede on any other rentals scheduled and any additional cost that may be incurred.
9. Members are responsible for their own set-up and clean-up of their private events.
10. Pillar or votive type candles are not permitted during rentals. Birthday candles are the only acceptable candle at rental events.
11. Member must furnish all necessary supplies and equipment including chafing dishes, serving utensils, coffee supplies, and paper products. Linens, serving ware, extension cords and ladders are NOT provided.
12. Decorations may be hung only with Wacky Tacky or 3M Command™ hooks and strips or similar products that won't cause stripping. ABSOLUTELY NO tape, nails, staples, tacks, glitter, piñatas or confetti allowed.
13. No bird seed, rice, glitter, confetti, silly string or fireworks are allowed anywhere on the property.
14. All areas are required to be returned in the condition they are received. A cleaning check list will be provided at your event. You will be responsible to sign in and out at the end of your event to insure that check list is complete. Items will include:
  - a) All decorations including adhesives must be removed and disposed of.
  - b) All trash is to be disposed of offsite.
  - c) All tables to be cleaned and disinfected.

d) All furniture must be restored to the original set up.

15. The Association reserves the right to approve or deny an owner's request to use certain caterers, vendors, designers, rental companies, disc jockeys, bands and other party supplying goods or services. The Association reserves the right to request a certificate of insurance for any event.
16. Rentals are for the specific areas indicated on the rental receipt and do not allow for use of other areas within the Community Facilities. The Member (renter) is responsible for ensuring that guests remain in the area reserved.
17. No more than one (1) private event at a time may have access to the pool on any given day. Number of guests of the party accessing the pool area may not exceed twenty-five (25) guests each and may not exceed more than two (2) hours. Members are responsible for their guests and anyone not following pool rules may be cause for terminating party access immediately to the pool and may be subject to further sanctions including loss of pool privileges for a period of time as determined by the Association. Guest access of the pool area will be allowed during posted lifeguard hours. Member must obtain wristbands for attendees from the lifeguard staff the day of the private event. Attendees and guests must enter and exit the main gates for pool access.
18. Declarant, during the Development Period, and the Board thereafter, reserves the right to modify, amend and supplement these policies and procedures at any time and from time to time.

**RENTAL RESERVATION REQUEST FORM**

EVENT DATE/TIME: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

\_\_\_\_\_  
Member Name(s)

\_\_\_\_\_  
Property Address

Home Phone: \_\_\_\_\_

Additional Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Relationship

Premises are to be used only for the following use:

**CHECK AREA RESERVED:** (area occupancy indicated in parenthesis)

\_\_\_\_\_ Clubhouse – Occupancy – Seated: \_\_\_\_\_ total persons. Standing: \_\_\_\_\_ total persons.

\_\_\_\_\_ Pool Access – (Maximum of twenty-five (25) guests)

\*\*\* Kitchen area is included with the rental of the Clubhouse, provided it is not scheduled for Association use.

**TIME RESERVED:** Community Facilities may be rented during the hours of 7:00 a.m. to 11:00 p.m. daily (Subject to the use of the Association for community events programming and seasonal center hours).

Area Reserved From: \_\_\_\_\_ AM/PM

TOTAL HOURS RESERVED: \_\_\_\_\_

Until \_\_\_\_\_ AM/PM

TOTAL NUMBER OF GUESTS: \_\_\_\_\_

**ROOM RENTAL FEE & DEPOSIT:** Minimum rental time is two (2) hours; does not include set-up and clean up

1. Clubhouse Rental Fee - \$\_\_\_\_.00 minimum, plus \$\_\_\_\_.00 for each additional hour

\$\_\_\_\_.00 + \_\_\_\_\_.00 x \_\_\_\_\_ Reserved Hours = \$\_\_\_\_.00

\$\_\_\_\_.00 x \_\_\_\_\_ Reserved Hours = \$\_\_\_\_.00

Rental fees are payable to Harrington Trails Residential Community, Inc. and must be received by Harrington Trails Residential Community, Inc. staff within seven (7) business days from the date the reservation is made. If payment is not received with this time frame this date will be made available for other Members to reserve. This date is NOT firm until the lease and check(s) are received by the Association staff.

**Refundable Security Deposit:** A \$\_\_\_\_.00 cleaning deposit and a \$\_\_\_\_.00 security deposit is required for all rentals of the Clubhouse. The Association must receive two separate personal or cashier's checks for the cleaning and security deposits payable to Harrington Trails Residential Community, Inc. within seven (7) days from the date the reservation is made. If payment is not received with this time frame this date will be made available for other Members to reserve. This date is NOT firm until the lease and checks are received by Association staff.

The cleaning and security deposits will be applied to any additional charges assessed as a result of Member's failure to properly clean the premises, theft of any Association property or any damage to the Community Facilities. If the deposit is insufficient to pay for any cleaning, theft or damage, Member will be liable for payment of any additional amounts owed and agrees to pay those amounts immediately upon request from the Association. Subject to the remaining terms of the Facility Use Agreement and the Rules and Regulations, the remainder of the security deposit will be returned to Member only after the Community Facilities have been inspected by the Community Facilities staff. The Security Deposit cannot be applied to the rental fee. Upon completion of inspection, deposits will be submitted for refund the next business day after the rental is complete. Deposit refunds can take up to 10-14 business days to receive.

**Cancellation:** Cancellations must be submitted in writing. As a courtesy to all renters, cancellations made with less than seven (7) days advanced notice are non-refundable. In this instance, the rental fee is not refunded, however, the cleaning and security deposits will be returned.

**I will be in attendance throughout the entire length of the event, and understand that if I leave the event, this contract will become null and void, the event will end, and the deposit will be forfeited and will not be returned to me.**

*[Continued on following page]*

I also understand that any damage to the property, the facilities, building, pavilions or the furnishings will be my responsibility and additional charges will be assessed to my homeowner account. I accept full responsibility for the conduct of my guests. I have read and fully understand the terms of this agreement and the policies set forth in the "COMMUNITY FACILITIES RENTAL POLICY" and by signing this document, I agree to adhere to all terms of this Facility User's Agreement and the policies, procedures, guidelines and rules of the Community.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

STAFF USE: \$ \_\_\_\_\_ Rental Paid \$ \_\_\_\_\_ Deposits Paid \$ \_\_\_\_\_ Deposits Returned \_\_\_\_\_ Date Deposit Returned

**E-FILED FOR RECORD**

12/21/2023 10:44AM



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas

STATE OF TEXAS,  
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

**12/21/2023**



*L. Brandon Steinmann*

County Clerk,  
Montgomery County, Texas