



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

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AFTER RECORDING RETURN TO:
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EAST VILLAGE
SECOND SUPPLEMENT TO COMMUNITY MANUAL

KB HOME LONE STAR INC., a Texas corporation, is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for East Village, recorded under Document No. 2021159485, Official Public Records of Travis County, Texas, as the same may be amended from time to time (collectively, the "**Declaration**"). Declarant adopted and recorded that certain East Village Community Manual, recorded under Document No. 2021159971, Official Public Records of Travis County, Texas, as amended and supplemented (collectively, the "**Community Manual**"). Pursuant to *Article 1* of the Declaration, Declarant reserved the right to amend or supplement the Community Manual during the Development Period (as defined in the Declaration). The Development Period has not expired. This Second Supplement to East Village Community Manual (this "**Supplement**") becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 15th day of May, 2024.

KB HOME LONE STAR INC.,
a Texas corporation

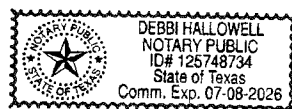
By: *Shawn A. Kirkpatrick*
Printed Name: Shawn A. Kirkpatrick
Title: Sr. Director Public Affairs

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me this 15th day of May, 2024 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



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ATTACHMENT 9EAST VILLAGE RESIDENTIAL COMMUNITY, INC.
POOL RULES

Terms used but not defined herein shall be given those definitions set forth in the Declaration of Covenants, Conditions and Restrictions for East Village, recorded under Document No. 2021159485, Official Public Records of Travis County, Texas, as the same may be amended from time to time (collectively, the "Declaration").

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

NO LIFEGUARD ON DUTY-SWIM AT YOUR OWN RISK**POOL HOURS:**

Monday: 3:00 p.m. to 9:00 p.m.
Tuesday: 7:00 a.m. to 9:00 p.m.
Wednesday: 11:00 a.m. to 9:00 p.m.
Thursday: 7:00 a.m. to 9:00 p.m.
Friday: 11:00 a.m. to 9:00 p.m.
Saturday: 7:00 a.m. to 9:00 p.m.
Sunday: 7:00 a.m. to 9:00 p.m.

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

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

thirty (30) minutes after lightning and/or thunder has ceased. Patrons are welcome to stay in the pool area during this time but are cautioned to stay a safe distance from the water.

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

****Pool dates are subject to change. Please confirm with the Community Manager.**

ATTACHMENT 10

EAST VILLAGE RESIDENTIAL COMMUNITY, INC.

Pool Registration Form and Usage Release Agreement

Name: _____ Cell: _____ Phone: _____

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

Street Address: _____

Phone: _____ Email 1: _____ Email 2: _____

Resident Tenant Corporate Owner of Property

Registered East Village Residents For Pool Access:

| Name | Relation | Age | Name | Relation | Age |
|-------|----------|-------|-------|----------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

I. AUTHORIZATION, WAIVER, AND INDEMNIFICATION BY PARENT(S) OR LEGAL GUARDIAN(S) (MINOR CHILD(REN) UNDER 18). I, FOR MYSELF, MY HEIRS, AND FOR ANY MINOR CHILDREN LISTED BELOW (EACH, A "USER"), HOLD HARMLESS AND RELEASE EAST VILLAGE 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 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.

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III. Applicable Rules

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

IV. Photo Release

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

V. Constant Contact

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

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

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Key Fob Number
Number

Key Fob Number

Remote Clicker Number

Remote Clicker

Key Fob Number
Number

Key Fob Number

Remote Clicker Number

Remote Clicker

ATTACHMENT 11East Village Residential Community, Inc.
COMMUNITY FACILITIES RENTAL AND USE RULES

1. User must be an Owner in the East Village community, and a Member of East Village 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 any community facility reservation and limit or deny access to a community facility and the pool area at certain times.
7. A rented community facility must be completely cleaned, and all trash removed upon completion of the event. In the event the community facility 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.
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

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- 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 community facilities and the 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 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. Any community facility rental 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 a community facility in conjunction with access to the pool area shall have on file with the Association an executed Community Facility Registration Form and Usage Release Agreement 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.

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ATTACHMENT 12EAST VILLAGE RESIDENTIAL COMMUNITY, INC.

Community Facility 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 Facility 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 EAST VILLAGE 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

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AND ALL LOSSES, DAMAGES, COSTS, AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH USER'S USE OF THE PROPERTY, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES.

II. Authorization of Medical Treatment

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

III. Applicable Rules

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

IV. Photo Release

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

V. Constant Contact

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

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

Print

Name: _____

Signature:

Date:

Print

Name: _____

Signature:

Date:

Management Company Approval