



AFTER RECORDING RETURN TO:
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VALLEY RANCH
SUPPLEMENT TO THE COMMUNITY MANUAL
[RENTAL POLICY FORM]

CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership, is Declarant under the Valley Ranch Amended and Restated Master Covenant recorded under Document No. 20170028837, Official Public Records of Bexar County, Texas, as amended (the "Master Covenant"). Declarant adopted that certain Valley Ranch Community Manual as Document No. 20170037880, in the Official Public Records of Bexar County, Texas ("Community Manual"). Pursuant to *Article 1* of the Master Covenant, Declarant reserved the right to amend the Community Manual during the Development Period.

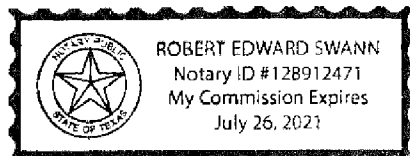
EXECUTED to be effective the 28th day of April, 2021.

DECLARANT:

CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware corporation, its General Partner

By: Leslie Ostrander
Printed Name: Leslie Ostrander
Title: Assistant Secretary



THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 28 day of APRIL, 2021 by LESLIE OSTRANDER ASST. SECRETARY of CHTEX of Texas, Inc., a Delaware corp., General Partner of Continental Homes of Texas, L.P., a Texas ltd. partnership, on behalf of said corporation and partnership.
(SEAL)

[Signature]
Notary Public Signature

Cross-reference to (i) that certain Valley Ranch Amended and Restated Master Covenant recorded under Document No. 20170028837, Official Public Records of Bexar County, Texas, as amended; and (ii) that certain Valley Ranch Community Manual recorded under Document No. 20170037880, Official Public Records of Bexar County, Texas, as amended and supplemented.

ATTACHMENT

VALLEY RANCH COMMUNITY OWNERS ASSOCIATION, INC.

[AMENDED RENTAL FORM WITH POLICY NOTES]

[SEE ATTACHED]

ATTACHMENT 13 – P. 2

Valley Ranch Community Owners Association, Inc.

Valley Ranch Community Center

Rental Policy

Phone: 210.688.0427

EVENT DATE/TIME: _____ TYPE OF EVENT: _____

RESIDENTS NAME

VALLEY RANCH PROPERTY ADDRESS

HOME PHONE

CELL PHONE

EMAIL

ADDITIONAL CONTACT NAME

CONTACT PHONE NUMBER

RELATIONSHIP

The Premises are to be used for only the following described use:

CHECK AREA RESERVED:

___ Community Room – Occupancy: Seated – 50 total persons/Standing: 150 total persons*
___ Kitchen**

___ Outdoor Pavilion – Occupancy: Seated – 50 total persons /Standing: 150 total persons

*Does not include access to the audio visual equipment

**Kitchen area is included with the rental of the Community Room provided it is not scheduled for Association use (i.e. concession hours).

Rentals of the Community Room and Outdoor Pavilion do not include access to tables and chairs.

TIME RESERVED: Facilities may be rented during hours of 11:00 am to 9:00 pm daily. (Subject to the use of the Association for community events and programming.)

Area Reserved From: _____ am/pm till _____ am/pm

TOTAL HOURS RESERVED: _____ TOTAL NUMBER OF GUESTS: _____

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

1. Outdoor Pavilion Rental Fee - \$50.00 minimum plus \$25.00 for each additional hour

\$50.00 + \$25.00 x _____ Reserved Hours = \$ _____

2. Community Room Rental Fee - \$75.00 minimum plus \$75.00 for each additional hour

\$150.00 + \$75.00 x _____ Reserved Hours = \$ _____

Rental fees are payable to Valley Ranch Community Owners Association and must be received by Valley Ranch Community Owners Association (VRCOA) 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 residents to reserve. This date is **NOT** firm until the lease and checks are received by the VRCOA staff.

Refundable Security Deposit: A **\$150.00 cleaning deposit** and a **\$200.00 security deposit** is required for all rentals of the Outdoor Pavilion or the Community Room. VRCOA staff must receive two separate personal checks for the cleaning and security deposits payable to Valley Ranch San Antonio the date the reservation request is submitted to VRCOA. If the deposits are not received with this time frame this date will be made available for other residents to reserve. Rental requests are **NOT** firm until the lease and checks are received by the VRCOA staff.

The cleaning and security deposits will be applied to any additional charges assessed as a result of Resident's failure to properly clean the premises, theft of any of VRCOA's property or any damage to the facilities. If the deposit is insufficient to pay for any cleaning, theft or damage, Resident 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 Resident only after the facilities have been inspected by the Valley Ranch Community Center 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.

RESERVATIONS:

1. Only residents of Valley Ranch Community Owners Association, INC. may rent the Community Room and/or Outdoor Pavilion areas. Organizations and/or individuals may not sub-lease any VRCOA facility at any time. The renting party must be present at all times during the rental.
2. VRCOA reserves the right to refuse rental service. Reservations must be requested a minimum of seven (7) business days prior to the rental date. But cannot be requested sooner than thirty (30) days prior to the proposed rental date.
3. The use of the facilities by Association members may be restricted at the discretion of the Board of Directors for delinquent Association dues, violation of Association rules, or deliberate abuse of the recreational facilities or common area. At the time of execution of this Agreement and at the time of Resident's event, Resident must be in good standing with the VRCOA, and current in the payment of all assessments and other amounts owed to VRCOA.
4. Use of the Facilities is subject to the terms of the policies, procedures and rules contained in the Facility Rental Agreement, the Valley Ranch Community Center Guidelines, and all federal, state and local laws and ordinances.
5. Rentals are for the specific areas selected in the Rental Agreement and do not allow for use of other areas within the Valley Ranch Community Center. The renter is responsible for ensuring that guests remain in the area reserved.
6. Renters are responsible for obtaining any waivers required by the Association from all guests. Waivers must be turned in to the HOA staff no later than close of business three (3) business days prior to the date of the rental.
7. Any private resident or group event that is over seventy-five (75) attendees will be required to hire a security guard for the event. The security guard must be present during the entirety of the event. The VRCOA may require the hiring of security at its discretion dependent upon the nature of the event.
8. 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. All guests must enter and exit the building through the front of the Valley Ranch Community Center or the main gate of the pavilion.

9. 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 your event or at the time when your professional bartending service leaves the event.
10. No alcoholic beverages will be served at any time to any person who is under 21 years old or to any intoxicated person. Resident acknowledges that the Valley Ranch Community Center does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. Resident will be solely responsible for compliance with the liquor license laws of the State of Texas. No alcoholic beverages will be served or consumed outside the Valley Ranch Community Center premises as part of Resident's event. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the Valley Ranch Community Center premises, Resident will take action to have such beverages removed from the premises. If necessary, Resident will notify the Bexar County Sherriff Department to seek assistance with the enforcement of this rule. At any event in which a majority of the attendees are under 21 years old, Resident 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 the Valley Ranch Community Center premises, Resident will take action to have such activities stopped, and if necessary, notify the Bexar County Sherriff Department to seek assistance. Resident agrees to arrange alternative transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. Resident agrees that Resident is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at Resident's event.
11. Due to multiple scheduling of events, all reservations must begin and end at the time indicated on the Rental Agreement. There will also be no refunds issued for time reserved and not utilized. Resident 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 \$50.00 daily storage fee that will be deducted from the security deposit. Resident 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 Resident may discuss with the VRCOA staff during the rental scheduling to ensure the request does not impede on any other rentals scheduled and additional cost may be incurred.
12. Resident is responsible for their own set-up and clean-up of their private event.
13. Furniture in the Community Room can be rearranged, but must be carried to the location and returned when the party is completed.
14. Pillar or votive type candles are not permitted during rentals. Birthday candles are the only acceptable candle at rental events.
15. Resident 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.
16. NO decorations, wire or string lighting are to be hung from the lighting or A/C ducts. String lighting, decorations and wire are not allowed in the outdoor plants, trees or light poles. Decorations may be hung only with Wacky Tacky or 3M on Command or similar product that won't cause stripping. ABSOLUTELY NO tape, nails, staples, tacks, glitter, piñatas or confetti allowed.
17. No bird seed, rice, glitter, confetti, silly string or fireworks are allowed anywhere on the property.
18. 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. Vacuum carpet when applicable (vacuum provided).
- d. Sweep and mop kitchen floor (broom & mop provided).
- e. Sweep and spot mop Community Room floor (broom & mop provided).
- f. All tables to be cleaned and disinfected (cleaning supplies provided).
- g. Kitchen counter tops, sink, oven, microwave, dishwasher and refrigerator must be left clean.
- h. Tables, chairs and furniture to be restored to original set up.
- i. Alarm must be disarmed within thirty seconds of entry and armed prior to final exit; thirty (30) seconds to exit the facility. **Failure to properly arm the building will forfeit the return of the security deposit.**
 - i. Alarm Code: _____

19. The VRCOA reserves the right to refuse use of certain caterers, vendors, designers, rental companies, disc jockeys, bands and any other party supplying goods or services. The VRCOA reserves the right to request a Certificate of Insurance for any event request.

20. This list is not an exhaustive list of Rental Rules and Regulations. The Board reserves the right to amend these policies and procedures as they deem necessary.

21. During any given month throughout the year, especially during the holidays, seasonal decorations may be displayed in the Community Room or Outdoor Pavilion and will not be able to be moved and/or taken down for Resident use. The Association reserves the right to make dates unavailable for resident rentals throughout the year for Association events and to preserve Association owned decorations.

22. Party confirmation may not be given at the time of reservation, but will be sent out via email no later than 2 business days of booking.

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.

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 use "Valley Ranch Community Center 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.

I agree to pay the total amount of \$_____ for this rental, this amount does not include the cleaning or security deposits.

RESIDENT SIGNATURE Date

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

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210117282
Recorded Date: May 03, 2021
Recorded Time: 10:03 AM
Total Pages: 7
Total Fees: \$46.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 5/3/2021 10:03 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk