



**TWO STEP
FARM**



TWO STEP FARM RESIDENTIAL COMMUNITY ASSOCIATION, INC.
FACILITY RENTAL POLICY

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

I. PURPOSE

The purpose of this Facility Rental Policy (this “*Policy*”) is to provide guidance regarding the use and enjoyment of the Two Step Farm hall located at 11730 Howdy Drive, Montgomery, Texas 77316 (“*Two Step Hall*”) and the conference room in the Co-Op Building located at 11725 Howdy Drive, Montgomery, Texas 77316 (the “*Conference Room*”) (sometimes referred to individually as a “*Facility*” or collectively as the “*Facilities*”). The Board of Directors (the “*Board*”) of Two Step Farm Residential Community Association, Inc., a Texas nonprofit corporation (the “*Association*”), has determined that it is in the best interest of the Association to establish this Policy concerning the use and enjoyment of the Facilities.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Two Step Farm Residential Community, recorded under Clerk’s File No. 2025075543 in the Official Public Records of Montgomery County, Texas, as same has been and may be amended from time to time (the “*Declaration*”), and any other property which has been or may be subsequently annexed into Two Step Farm and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise specified in this Policy, the capitalized terms used in this Policy have the meanings set forth in the Declaration and the interpretation provision set forth in the Declaration applies to this Policy, which definitions and interpretation provision are incorporated in this Policy for all purposes by this reference.

Pursuant to Article X, Section A of the Declaration, the Board has the authority to promulgate rules and policies concerning the administration of the Property, including the use of the Common Area and Area of Common Authority.

The Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within Two Step Farm. This Policy is effective upon the recording of same. After the effective date, this Policy replaces any previously recorded or implemented policy that addresses the subjects contained in this Policy.

Invalidation of any one or more of the covenants, conditions, restrictions, or provisions contained in this Policy will in no way affect any one of the other covenants, conditions, restrictions, or provisions of this Policy, which remain in full force and effect.

III. FACILITY RENTAL POLICY

The Association offers use and enjoyment of the Facilities to Members of the Association and residents of the community through community group reservations and rentals for private events. Activities and the use of the Facilities must comply with the Community Wide Standard established and existing throughout Two Step Farm, as determined in the sole and absolute discretion of the Board.

In consideration of the privileges of reservation and rental use of the Facilities, Applicants (defined below) agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants, and guests (collectively, "*Attendees*"), to be bound by this Policy.

IV. ELIGIBILITY

Reservations and rentals of the Facilities are for social use only. Only 1 rental event per quarter per Facility will be accepted from an Applicant. An eligible individual applying to rent a Facility ("*Applicant*") may not reserve additional dates until the individual's current reservation is complete.

Applicants must (i) be 21 years of age or older, (ii) and provide proof of insurance as required by this Policy. Applicants may, but need not, reside or own a Lot in Two Step Farm; provided, however, any Applicant who owns a Lot within Two Step Farm must be a Member in Good Standing with the Association, and, for Applicants who are leasing a Lot within Two Step Farm, the Lot Owner must be a Member in Good Standing with the Association. The Association reserves the right to, in its sole and absolute discretion, approve or disapprove of any rental of a Facility by an individual who does not reside or own a Lot in Two Step Farm.

V. PROCEDURES FOR RESERVING A FACILITY

To rent a Facility, a Two Step Farm resident must submit a Rental Request Form linked on the Association's website. A non-resident who wishes to rent a Facility must complete a Rental Request Form and submit it via email to the Two Step Farm Community Life Team at twostepfarmreservations@coherelife.com. After a Rental Request Form is approved, the Applicant must complete, execute, and comply with the Facility Rental Application and Agreement, including all policies and use requirements stated in it (the "*Rental Agreement*"). The Rental Agreement is available on the Association's website. The Facilities are available to Applicants on a first-come, first-served basis; provided, however, all reservation requests must be received at least 14 business days prior to the rental.

All Rental Agreements are administered, reviewed, and approved or disapproved by the Association or its designated representative. Within 10 business days of its receipt of a Rental

Agreement, the Association will advise the Applicant via email of whether the Facilities are available for rent on the requested date and times and, therefore, whether the rental event has been approved. In the event the Association fails to notify an Applicant to confirm the availability of the Facility, the Facility is deemed unavailable. The submission of a Rental Agreement prior to notification of approval from the Association does not reserve the Facility. Upon notification of approval from the Association, an eligible Applicant must return an acknowledged Rental Agreement and payment of all required fees and deposits.

Rental Agreements for the rental of the Facility and payment related to same will only be accepted from an eligible Applicant. The person signing the Rental Agreement must handle all transactions, inquiries, and changes related to the rental of the Facility. The Applicant is required to be present at the rental event and available to the Association during the entire course of the rental event for which the Applicant made a reservation. The Applicant must provide the name and contact information for at least one alternate individual who may serve as a contact for the rental event.

The privilege of rental and use of the Facility is exclusive to the Applicant. The Applicant may not sublease or assign the Applicant's reservation to any other individual, group, or organization, nor use the Facility for any other purpose other than that which is stated on the Rental Agreement. Rental events are for the Facility only, and no other areas or amenities within Two Step Farm may be used for rentals. The Applicant is responsible for ensuring that all Attendees remain at the reserved Facility for the duration of the rental event.

The Association reserves the right to deny a Rental Agreement based on the Applicant's or the Attendees' previous rental history at the Facility. In addition, the Association reserves the right to deny Rental Agreements that (i) are deemed to be divisive, illegal, immoral, or not in keeping with the Community Wide Standard established and existing throughout the Property, as determined in the sole and absolute discretion of the Board, or (ii) violate any Dedicatory Instrument encumbering the Property.

All Rental Agreements are revocable by the Association at any time.

VI. CONFERENCE ROOM RENTAL GUIDELINES

A. Rental Dates and Times

1. Available Rental Dates and Times. The Conference Room is available for rent Sunday – Saturday, 8:00 AM to 8:00 PM.

Notwithstanding the foregoing, the Association reserves the right to alter the dates and hours during which the Conference Room is available for rent.

The maximum rental time is 3 hours per rental (including set-up and clean-up) for the Conference Room (the "*Conference Room Access Period*"). Applicant may extend the length of the rental event beyond the Access Period, with approval,

subject to the payment of an additional hourly fee. Only one rental event is allowed per location per day.

Any changes in the approved Conference Room Access Period must be approved by the Association.

2. Completion of Rental Event. The Conference Room must be promptly cleared and vacated within 30 minutes after the end of the approved Conference Room Access Period. Failure of Applicant and any Attendees to vacate the Conference Room at the designated time may result in Applicant's forfeiture of the security deposit.
3. Holiday Rentals. The Association, in its sole and absolute discretion, reserves the right to restrict dates that the Conference Room is available for rental, which restrictions may include limitations on rentals on major federal holidays and limitations on rentals taking place on the same date as scheduled community events.

The Conference Room will be unavailable for rent on New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving (in the Board's discretion), Christmas Eve, Christmas Day, December 26, Valentine's Day, Easter Sunday, Mother's Day, Father's Day, Halloween, and first and second weekends in November (collectively, "**Blackout Dates**"). Blackout dates are subject to change, in the Association's sole and absolute discretion.

B. Scope of Rental Area

1. Location. Rental of the Conference Room includes the Conference Room inside the Co-Op Building only. Community spaces inside the Co-Op Building are not included for use.

C. Rental Purpose and Use

1. Meetings. The Conference Room may be used only for small group meetings and gatherings.
2. Food and Beverages. Light snacks and beverages are permitted. The extent of permitted food and beverages may be determined in the sole discretion of the Board.
3. Equipment. Conference Room is equipped with a smart TV available for use during a rental event.
4. Seating. Seating for 10 people is provided in the Conference Room. No additional seating or outside furniture may be brought into the Conference Room.

VII. TWO STEP HALL RENTAL GUIDELINES

A. Rental Dates and Times

1. Available Rental Dates and Times. Two Step Hall may be available for rent Sunday through Saturday, 8:00 AM to 10:00 PM.

Notwithstanding the foregoing, the Association reserves the right to alter the dates and hours during which Two Step Hall is available for rent.

The maximum rental time is 12 hours (including set-up and clean-up) for Two Step Hall ("*Two Step Hall Access Period*"). Applicant may extend the length of the rental event beyond the Access Period, subject to the payment of an additional hourly fee. Only one rental event is allowed per location per day.

Any changes in the approved Two Step Hall Access Period must be approved by the Association. Additional time is not available for purchase during a rental event.

2. Completion of Rental Event. The Facilities, including parking lots, must be promptly cleared and vacated within 30 minutes after the end of the approved Access Period. Failure of Applicant and any Attendees to vacate the Facilities at the designated time may result in Applicant's forfeiture of the security deposit.
3. Holiday Rentals. The Association, in its sole and absolute discretion, reserves the right to restrict dates that the Facilities are available for rental, which restrictions may include limitations on rentals on major federal holidays and limitations on rentals taking place on the same date as scheduled community events.

The Facilities will be unavailable for rent on New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving (in the Board's discretion), Christmas Eve, Christmas Day, December 26, Valentine's Day, Easter Sunday, Mother's Day, Father's Day, Halloween, and first and second weekends in November (collectively, "*Blackout Dates*"). Blackout dates are subject to change, in the Association's sole and absolute discretion.

B. Scope of Rental Area

1. Location. Rental of Two Step Hall includes Two Step Hall building, and the surrounding patio areas. It does not include the biergarten, which encompasses the pavilion and surrounding seating.

C. Rental Purpose and Use

Two Step Hall may be reserved for social events intended to serve the following purposes

(the “*Permitted Purposes*”):

- Weddings and receptions;
- Anniversaries and retirement celebrations;
- Graduation and achievement ceremonies;
- Fundraising galas, formal banquets, and cultural gatherings; and
- Similar large events or gatherings intended to commemorate life events or other formal occasions.

The Board reserves the right to determine whether any proposed use of Two Step Hall constitutes a Permitted Purpose.

Two Step Hall is not available for rent and may not be used for the following purposes (“*Prohibited Purposes*”):

- Children’s birthday parties, youth group meetings, scout troops, or casual recurring club gatherings;
- Practices, rehearsals, or small group meetings; and
- Events that produce revenue or that are intended to produce revenue for personal gain, unless otherwise approved by the Board.

The Board reserves the right to determine whether any proposed use of Two Step Hall constitutes a Prohibited Purpose.

D. Rental Occupancy Limits

1. Two Step Hall. No more than 400 persons are permitted to occupy Two Step Hall at any one time. The Applicant must provide the final number of Attendees anticipated to attend the rental event to the Association no later than 7 days prior to the rental event. In the event the Applicant fails to provide the final number of Attendees anticipated to attend the rental event to the Association in accordance with this paragraph, the Association reserves the right (i) to utilize the last-known Attendee count for billing purposes, and (ii) to apply additional fees for last-minute adjustments in the Attendee count, including increased catering costs.

2. Attendance Count. The Applicant is responsible for providing the Association with an accurate Attendee count. Any last-minute increases in the Attendee count may result in additional fees, as determined in the sole and absolute discretion of the Board.

E. Equipment

No outside equipment is permitted on the premises without prior written consent of the Board. Such equipment includes but is not limited to personal cooking devices, portable grills, smoker pits, barbecue trailers, chafing dishes, warmers, crockpots, smoke machines, inflatable units (including bounce houses), and specialty or event lighting equipment. No rental services, including catering services, are permitted within the Facility or on the premises without the prior

written consent of the Board. The Board reserves the right to prohibit outside equipment or rental services from being brought into the Facility if, in the Board's sole and absolute discretion, such outside equipment or rental services will potentially create additional risk to the Facility or its furnishings or if such outside equipment or rental services will necessitate additional custodial or staffing services. The Board reserves the right to impose additional insurance requirements for any equipment or rental services that are brought into the Facility. In the event the Applicant fails to obtain the prior written approval of the Association for any catering services to be used for the rental event, the Association may levy a "**Vendor Non-Compliance Fee**" on the Applicant.

The Applicant may contract with the Association's preferred caterer or with an outside caterer for catering services; provided, however, that the use of outside catering services is subject to the payment of an "**Outside Catering Fee.**" **No heating equipment is allowed at the Facility except for caterer's heating devices.** In the event the Applicant contracts with the Association's preferred caterer, the cost for the catering services will be based on the final number of Attendees anticipated to attend the rental event provided by the Applicant.

No Caterer or other service provider may access the Facility for setup purposes prior to the commencement of the Access Period. All set up for catering and other rental services must occur during the Access Period.

No appliances owned by the Association in the Facilities for food or beverage storage will be available to an Applicant for use during a rental event. The storage of any supplies or equipment prior to or following a rental event is not permitted.

F. Chairs, Tables, and Furniture

The following will be supplied during each rental event at Two Step Hall:

- 38 tables
- 137 chairs
- Built-in seating around the perimeter of Two Step Hall
- Bar seating in Two Step Hall

Outside furniture may be permitted in Two Step Hall with written approval.

The Applicant is responsible for the assembly, set up, and breakdown of all tables and chairs used during the rental event. Applicant must request how many tables and chairs Applicant needs based on the number of Attendees anticipated to attend the rental event. With the exception of the tables and chairs provided by the Association, any Association-owned furniture provided for use during a rental event may not be removed from a Facility or relocated or rearranged within the Facility without the prior written approval of the Board.

In addition to the tables and chairs listed above, the Applicant may utilize outside rental furniture during the rental event. Any outside rental furniture must be delivered to and set up during the Access Period. No deliveries or setup outside of the Access Period are permitted, unless

otherwise approved by the Board. Outdoor rental furniture utilized at a rental event may not be affixed, attached, or otherwise secured to the walls or floors of Two Step Hall or to any Association-owned fixtures located within Two Step Hall.

Tables, chairs, furniture, and other objects may 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 the rental event. All Attendees must enter the building through the main Two Step Hall entrance.

Upon termination of the rental event, all tables, chairs, and furniture provided by the Association must be returned to their original location, and all outside rental furniture must be removed. Outside furniture may not be stored at Two Step Hall after the termination of the Access Period unless otherwise approved in writing by the Board. The Association is not responsible for any loss of or damage to outside rental furniture left at Two Step Hall after the termination of the Access Period in violation of this section.

G. Lighting, Music, and Sound Levels

All audio/visual equipment and services, including live bands and performers, must be provided by the Association's preferred vendor, unless otherwise approved in writing by the Board. Applicant will contract with the audio/visual equipment or service provider for the provision of audio/visual equipment or services and all fees associated with such equipment or services will be payable directly to the vendor. In the event the Applicant fails to obtain the prior written approval of the Association for any audio/visual services to be used for the rental event, the Association may levy a Vendor Non-Compliance Fee on the Applicant.

Any load-in, set up, testing, and load-out of audio/visual equipment must occur within the Access Period. No audio/visual equipment or service vendor may access Two Step Hall prior to or following the Access Period for said purposes, unless otherwise approved in writing by the Board. The Association is not responsible for any loss of or damage to any audio/visual equipment left at Two Step Hall after the termination of the Access Period in violation of this paragraph.

Any live band, DJ, or other performer that will provide services at the rental event must coordinate load-in, set up, sound checks, and load-out with the Association. Stage placement, electrical connection, and rigging must be approved in advance by the Association.

Upon the commencement of the Access Period, the Association will provide a chosen lighting preset for the Facility. Any adjustments to the lighting preset during the rental event must be made by the Association or its designee, including the approved AV vendor. No Applicant or Attendee may access or change the lighting preset.

The sound level of musical or sound equipment utilized during the rental event must comply with local sound ordinances. The Association may monitor the sound level of musical or sound equipment utilized during the rental event, and the Association reserves the right to require an Applicant to reduce sound levels if, in the sole and absolute discretion of the Board, such

reduction is deemed necessary. Failure to reduce sound levels upon request by the Association may result in immediate termination of the rental event and the forfeiture of the security deposit.

VIII. GUIDELINES APPLICABLE TO ALL RENTALS

A. Parking

Applicant and Attendees must park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. Parking is not permitted in front of Lots within the Property. There is no guarantee that all parking spaces located at a Facility will be available for a rental event.

The Applicant may reserve parking spaces for use during the rental event, subject to the payment of a “*Reserved Parking Space Fee.*” In addition, for a Two Step Hall rental event, the Applicant may request that shuttle or transportation services be provided by the Association, subject to the payment of a “*Transportation Fee.*”

Applicant and Attendees are required to remain inside the Facility throughout the duration of the Access Period. Attendees are not permitted to remain in their cars, in the parking lot, or on the streets or sidewalks adjacent to the Facility except upon arrival and departure. Attendees may not cause excessive vehicle noise or vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving at or departing from the rental event.

B. Valet Services

An Applicant may utilize commercial valet services for a rental event. All commercial valet services must be licensed and insured with sufficient coverage, in the discretion of the Board, with copies of such documentation provided to the Association at least 7 days in advance of the rental event. Private individuals, friends or family members may not provide valet services for a rental event.

C. Posters and Signs

No signs of any sort may be posted throughout the Property or at the Facility in connection with a rental event, and no advertising leaflets, papers, or written materials may be distributed within the Property or at the Facility in connection with the rental event, unless otherwise approved by the Board.

D. Conduct and Compliance with Applicable Laws and Deed Restrictions

Applicant and all Attendees using the Facilities must comply with (i) the laws of the United States and the State of Texas, (ii) all rules, regulations, laws, and ordinances adopted by Montgomery County, Texas, and (iii) Association rules, regulations, and deed restrictions. Applicant and all Attendees will be subject to all applicable law enforcement penalties while on Association premises.

Applicant and all Attendees must conduct themselves in a manner which will not interfere with Association staff or with residents of Two Step Farm, or the residents' enjoyment of Two Step Farm. Obnoxious, abusive, destructive, reckless, rude, or boisterous behavior will not be tolerated.

Applicant assumes full responsibility for the character, acts, and omissions of all the Attendees attending the rental event which might result in a violation of any of the terms and conditions set forth in this Policy.

The Board has the right to immediately terminate a rental event in the event the Applicant and Attendees are engaging in disorderly, unsafe, or illegal conduct, as determined in the sole and absolute discretion of the Board. In addition, the Board has the right, but not the obligation, to remove from the Facility, any objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Facility and surrounding areas.

E. Use of Name and Branding

Applicant and Attendees may not use the name "Two Step Farm", the logo of Two Step Farm, or any related branding in a manner that suggests sponsorship, partnership, endorsement, or hosting by Two Step Farm or the Association without prior written consent of the Board. The event may be described solely as being "held at Two Step Farm" or "located at Two Step Farm" unless otherwise authorized in writing by the Board.

F. Smoking; Glass Containers

Smoking and vaping are prohibited at the Facilities. Glass containers are permitted inside the Facility; however, glass containers are prohibited on the Facility exterior and parking lot.

G. Alcoholic Beverage Services

If alcohol will be served during a rental event, the Applicant must disclose same on the Rental Agreement. Alcoholic beverage service must be provided and staffed through the Association's preferred vendor, The Grazery. No outside alcoholic beverage services are permitted or may be used for any rental event at the Facility. In the event the Applicant fails to comply with the requirements of this section, the Association may levy a Vendor Non-Compliance Fee on the Applicant.

Alcoholic beverages may only be consumed inside the Facility. No alcohol may be consumed in the parking lot or in areas adjacent to the Facility. Any rental event that includes alcohol will require security officers, as provided in this Policy. Alcohol service must end at least 30 minutes prior to the end of the Access Period or at the time when the professional bartending service leaves the rental event.

Applicant assumes responsibility for ensuring that (i) no Attendee under the age of 21 is served or consumes alcoholic beverages at the Facility, (ii) no Attendee who is intoxicated is

served alcoholic beverages at the Facility, and (iii) no Attendee who is intoxicated is permitted to drive when leaving the Facility. If any Attendees under the age of 21 or any uninvited persons under the age of 21 attend the rental event and bring alcohol to the Facility, the Applicant must notify local law enforcement personnel to seek assistance.

Alcohol may not be sold at a Facility except pursuant to a vendor agreement with The Grazery.

H. Animals

No animals are permitted at a Facility unless otherwise authorized by law. The presence of animals that are not authorized by law may result in immediate cancellation of a rental event without refund.

I. Decorations

Only free-standing decorations may be used during rental events. No decorations of any type may be attached to the structures, ceilings, walls, or furnishings within the Facility. No tape, pins, staples, glitter, confetti, rice, birdseed, silly string, piñatas, or candles (except cake candles) are permitted at a Facility or anywhere on the premises or grounds adjacent to a Facility. String lighting, decorations, and wires are not allowed on or in the outdoor plants, trees, or light poles located at a Facility. No helium balloons are permitted at a Facility or the patio. Non-helium balloons (i.e., balloon arches) are permitted at a Facility.

All table centerpieces and other decorations must meet fire and safety codes and regulations (i.e., no open flames, except for cake candles).

During any given month, including during the holiday season, the Association may display seasonal decorations at a Facility. Such decorations may not be moved or taken down during any rental event.

J. Table Coverings

Table coverings are recommended when food and beverages are served and required when paints, markers, crayons, or any other liquids will be placed, used, or consumed. Table linens are available for rental from preferred providers. Plastic, paper, or cloth covering varieties are permitted and must be provided by the Applicant. No tape or staples may be used to attach table coverings to the tables within the Facilities.

K. Clean Up

The Applicant must return the Facilities and their furnishings, equipment, and property in substantially the same condition as received. Before leaving a Facility, the Applicant must (i) clear all tables and remove all decorations, (ii) remove personal belongings and (iii) clear restrooms used during the rental event. Applicant is responsible for properly disposing of all trash upon the

termination of the rental event. No trash may be stored or left behind at the Facilities at the conclusion of the rental event. Applicant must bag all trash in appropriate garbage bags and remove all trash from the Facility upon termination of the rental event. If excessive trash (as determined in the sole and absolute discretion of the Board) is left at the Facilities, the Applicant will be subject to additional fees for removal of such trash.

L. Non-Conforming Events

Rental events that do not conform to the Community Wide Standard (as determined in the sole and absolute discretion of the Board), the requirements and standards stated in this Policy, and any violations by Applicant and any Attendees may result in immediate cancellation or termination of the rental event and forfeiture of the security deposit.

M. Event Security

The Association has the right to require uniformed security officers, provided at the Applicant's expense, for any rental event. Security services must be contracted by the Applicant through the Montgomery County Sheriff's Office ("*MCSO*") off-duty officer pool. A point of contact for MCSO will be provided to an Applicant upon request.

The Association may specify the number of security officers required for a rental event based on factors such as, by way of illustration and not in limitation, the number of Attendees, the average age of the Attendees, the nature of the rental event and activities conducted at the rental event, the hours and duration of the rental event, the presence of live entertainment at the rental event, the services of alcoholic beverages at the rental event, and past experience with a group.

Security officers must be in attendance for the full duration of the rental event at the Facility, beginning a minimum of 30 minutes prior to commencement of the Access Period and ending a minimum of 30 minutes after the conclusion of the Access Period. This requirement may be modified at the discretion of the Board. The Applicant must provide the Association with evidence of its contract for security services with MCSO and the name and phone number of the primary security officer not less than 7 days in advance of a rental event. Failure to timely provide this information may result in cancellation of the rental event without refund.

Security officers have full authority to enforce the provisions of this Policy and all laws, rules, regulations, and deed restrictions applicable to the Facility.

N. Additional Requirements for Youth

Rental events for Attendees under 18 years of age require at least 2 Attendees aged 18 years of age or older for every 5 Attendees under 18 years of age present at the rental event. Such Attendees aged 18 years of age or older must be present throughout the duration of the rental event, including set up and clean up. Failure to comply with this provision may result in termination of the rental event and forfeiture of the security deposit.

O. Personal Property

The Association is not responsible for any loss of or damage to personal property placed in or at the Facility or on the Facility grounds by the Applicant, any Attendee, or any vendor contracted by the Applicant. Furthermore, the Association is released and discharged from any liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of the Facility or by security services.

After the expiration of the Access Period as set forth in the Rental Agreement, or upon termination or cancellation of the rental event by the Association or the Applicant, the Association may remove from the Facility all personal property remaining thereon and store or dispose of the personal property where and however it sees fit at the cost of the Applicant. The Association is not liable in any way to the Applicant or any Attendee on account of the removal, storage, or disposal of such personal property.

P. Cancellations, Damages, and Security Deposits

1. Payment for Rental Fee and Security Deposit

Payments of both rental fees and security deposits may be made by check payable to "Two Step Farm Residential Community Association, Inc.," credit card, or electronic transfer. **NO CASH PAYMENTS WILL BE ACCEPTED.** All applicable fees will be charged for all returned checks. Payments of the rental fee and the security deposit must be made separately. The Applicant must pay the rental fees and the security deposit, in full, at the time of the reservation. The reservation is not confirmed until the rental fees and security deposit have been paid in full to the Association. **Any rental fees charged for hours that a Facility was not used are non-refundable.**

The amount of the rental fees, the security deposit, and any other fees as required by the Rental Agreement are set forth on the Facility Rental Price Sheet adopted by the Board from time to time (the "*Price Sheet*"). The Board may increase or decrease all fees set forth on the Price Sheet at any time as it, in its sole discretion, deems necessary. In addition, if the proposed rental event is to include activities which, in the discretion of the Association, create additional risk to the Facility or to the Facility's furnishings, or which necessitate additional custodial services, the Association is authorized to require additional amounts for the security deposit as the Association deems commensurate with the additional risk or services required.

2. Purpose and Use of Security Deposits

The security deposit may be used (i) to repair, replace, or compensate for any property of the Association which is damaged or missing as a result of use of the Facility by the Applicant and the Attendees, (ii) to compensate for additional services, staffing, or fees, including fees for extra food, beverages, or equipment, incurred during the Access Period, and (iii) to compensate for the minimum number of hours of rental and personnel

costs established on the Price Sheet if the Applicant does not show or the rental event is terminated due to violations of this Policy or any applicable laws, ordinances, rules, regulations, or deed restrictions. An additional charge may be billed to the Applicant if damages or staff emergency response exceed the security deposit.

The Applicant must arrive at the Facility 30 minutes prior to the commencement of the Access Period to complete the initial section of the Facility Pre/Post Rental Inspection Checklist (the “*Checklist*”) with an Association representative. The Applicant must also complete the Checklist at the conclusion of the Access Period. The Checklist is used to ensure clarity regarding the condition of the Facility before and after the rental event. Any issues with the Facility found by the Applicant while completing the initial section of the Checklist must be reported to the Association prior to the commencement of the rental event. Failure to report issues with the Facility or portions of the Facility listed on the Checklist prior to the commencement of the rental event may result in the Applicant being held responsible for the issues at the conclusion of the rental event.

The Applicant must leave the Facility in substantially the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to Association property caused by Applicant and the Attendees and agrees to reimburse the Association for all costs which may be incurred in excess of the security deposit for the repair, replacement, or payment for any property of the Association which is damaged, destroyed, misplaced, or stolen by Applicant or the Attendees.

3. Return of Security Deposit; Rental Event Cancellations

If Applicant gives written notice of cancellation of a reservation no later than 60 days prior to the commencement of the Access Period, the Association will return the rental fees and security deposit, in full, to the Applicant. If the Applicant cancels the reservation fewer than 60 but more than 30 days prior to the commencement of the Access Period, the Association will return 50% of the rental fees to the Applicant, and the Applicant will forfeit the security deposit. If the Applicant cancels the reservation 30 or fewer days prior to the commencement of the Access Period, the Applicant will forfeit both the rental fees and the security deposit in full. The date of notice of cancellation is the date the notice was received by the Association rather than the date the Applicant sent any such notice.

The Association reserves the right to cancel any rental event for any purpose and at any time. In the event the Association cancels a rental event, the Association will return all fees paid by the Applicant to the Applicant.

The Association may hold the security deposit for such period of time as is necessary, but not to exceed 30 days, to determine the full extent of damages and to make all repairs or to secure any replacements necessary. Security deposit refunds for completed rental events will be returned to the Applicant by mail in the form of a check issued by the Association approximately 30 days following the rental event. In the event the security

deposit is not used by the Association, the Association may return the check or money order issued by the Applicant to the Applicant.

IX. LIABILITY INSURANCE AND INDEMNIFICATION

A. Insurance

1. Two Step Hall. The Applicant must carry insurance that covers liability for loss of use, damage, or destruction of the Facility and any other property of the Association; and personal or bodily injury, sickness, or death. Such coverage may be in the form of (i) a homeowner's insurance policy with a special events (or similar) endorsement regarding the Facility rental set forth in the Rental Agreement or (ii) event insurance regarding the Facility rental set forth in the Rental Agreement. The foregoing insurance coverage must name the Indemnified Parties (as defined in this Policy) as additional insureds, must be primary and non-contributory, and must include a waiver of subrogation. The Applicant must provide proof of such coverage to the Association in the form of a Certificate of Insurance attached to the Rental Agreement. Additionally, each vendor utilized by an Applicant for a rental event must carry insurance that covers liability for loss of use, damage, or destruction of the Facility and any other property of the Association; and personal or bodily injury, sickness, or death, provide a Certificate of Insurance that names the Indemnified Parties (as defined in this Policy) as additional insureds, must be primary and non-contributory, and must include a waiver of subrogation. Coverage must be as specified in the Rental Agreement.

2. Conference Room. The insurance requirements set forth in this Section A.1. are not required for rental of the Conference Room.

B. Indemnification

1. Indemnification

Applicant acknowledges the inherent risks involved in the use of the Facility (including the serving of food and alcohol, as applicable per this Policy), including, but not limited to, bodily injury, sickness, disease, and death. Applicant also acknowledges that use of the Facility is potentially dangerous and that the type of injury or damage described above can occur when using the Facility. Applicant acknowledges that the Applicant's use of the Facility is done with full knowledge and disclosure of the risks and dangers associated with such use. Applicant must comply (and must cause any guests, invitees, or licensees of Applicant to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing Applicant's (and Applicant's guests, invitees, and licensees') use of the Facility.

APPLICANT ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND

(COLLECTIVELY, "**DAMAGE**"), SUSTAINED BY APPLICANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO APPLICANT'S (OR APPLICANT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, DECLARANT AND ITS AFFILIATED ENTITIES, THE ASSOCIATION'S MANAGEMENT COMPANY, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS (OF AN LLC), COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES, SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"). APPLICANT ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT APPLICANT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND APPLICANT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE APPLICANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE FACILITY.

APPLICANT MUST INDEMNIFY, PROTECT, HOLD HARMLESS, DEFEND (ON DEMAND), AND RELEASE THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS BROUGHT BY APPLICANT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO APPLICANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND RELEASE INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

2. Third-Party Claims

If any action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or other matter is asserted or instituted, or any other event occurs, in each case by a person or entity not a party to the Rental Agreement (each, a "**Third-Party Claim**") relating to any matter as to which any Indemnified Party is entitled to indemnification pursuant to this Policy or the Rental Agreement, then the Indemnified Party must promptly notify Applicant of such Third-Party Claim, provided that the failure to so notify Applicant

does not relieve Applicant of its obligations pursuant to this Policy. Applicant's duty to defend applies immediately, regardless of whether an Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any Third-Party Claim. An Indemnified Party may select its own legal counsel to represent its interests, and Applicant must (i) reimburse such Indemnified Party for its costs and attorneys' fees immediately and upon request as they are incurred; and (ii) remain responsible to such Indemnified Party for any damage or losses indemnified pursuant to this Policy. Applicant may not, without the applicable Indemnified Parties' prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought pursuant to this Policy. Further, in the event Third-Party Claims are or have been asserted or instituted against Applicant and one or more Indemnified Parties, and such Third-Party Claims relate to or arise out of the same event, occurrence, or transaction (or a series of events, occurrences, or transactions), then Applicant must cause any settlement of such Third-Party Claims asserted or instituted against Applicant to also include, without limitation, a comprehensive settlement and release of claims against such Indemnified Parties. Before any use of the Facility, Applicant must (A) cause its insurance policies (if insurance is required by this Agreement) to be endorsed so that the policies comply with this Section; (B) cause its insurance carriers to comply with this Section; and (C) not permit its insurance carriers to settle any such Third-Party Claims asserted or instituted against Applicant without also obtaining a comprehensive settlement and release of claims against the Indemnified Parties.

3. Other Claims

Any Indemnified Party may make a claim for indemnification pursuant to this Policy or the Rental Agreement that does not involve a Third-Party Claim by providing notice to Applicant.

4. Third-Party Beneficiaries

The Applicant designates the Indemnified Parties (other than the Association) as third-party beneficiaries of this Policy, having the right to enforce this Policy and any corresponding Rental Agreement.

X. CONTACT INFORMATION

For further information or clarification regarding this Policy, please contact the Association via phone or email at the phone number or email address set forth on the Association's most recently recorded management certificate.

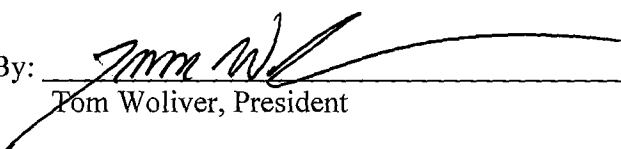
[SIGNATURE PAGE FOLLOWS]

CERTIFICATION

I certify that, as President of Two Step Farm Residential Community Association, Inc., a Texas nonprofit corporation, the foregoing Facility Rental Policy was approved on the 22 day of May, 2026, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 22 day of May, 2026.

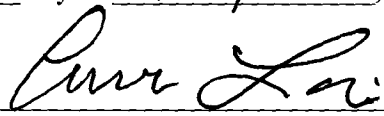
**Two Step Farm Residential Community
Association, Inc., a Texas nonprofit corporation**

By: 
Tom Woliver, President

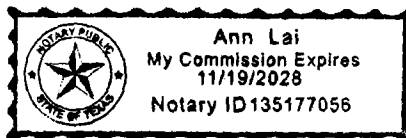
STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, on this day personally appeared Tom Woliver, the President of Two Step Farm Residential Community Association, Inc., a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal this the 22 day of May, 2026.


Notary Public – State of Texas

After Recording, Return To:
Jane W. Janecek
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd 57th Floor
Houston, Texas 77056



E-FILED FOR RECORD

05/29/2026 03:46PM



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.

05/29/2026



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas