



AFTER RECORDING RETURN TO:  
ROBERT D. BURTON, ESQ.  
WINSTEAD PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
RBURTON@WINSTEAD.COM

## **EMORY CROSSING** **FOURTH SUPPLEMENT TO COMMUNITY MANUAL**

*Williamson County, Texas*

Cross-reference to (i) Emory Crossing Master Covenant [Residential], recorded under Document No. 2021024869, Official Public Records of Williamson County, Texas (as amended and/or supplemented, the "Covenant"); and (ii) Emory Crossing Community Manual, recorded under Document No. 2021029152, Official Public Records of Williamson County, Texas (as amended and/or supplemented, the "Community Manual"). These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

**EMORY CROSSING RESIDENTIAL COMMUNITY, INC.**

**SUPPLEMENTAL POLICIES**

**TABLE OF CONTENTS**

|    |                      |       |
|----|----------------------|-------|
| 1. | POOL RULES           | TAB A |
| 2. | AMENITY CENTER RULES | TAB B |

PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

## INTRODUCTION

This Fourth Supplement to the Community Manual (this “**Supplement**”) is made by **WLH COMMUNITIES-TEXAS LLC**, a Delaware limited liability company (“**Declarant**”), and is as follows:

A. Declarant is the Declarant under that certain (i) Emory Crossing Master Covenant [Residential], recorded under Document No. 2021024869, Official Public Records of Williamson County, Texas, as same may be amended from time to time (the “**Covenant**”); and (ii) Emory Crossing Community Manual, recorded under Document No. 2021029152, Official Public Records of Williamson County, Texas, as amended and supplemented by that certain Emory Crossing First Supplement to Community Manual, recorded under Document No. 2021164421, Official Public Records of Williamson County, Texas, that certain Emory Crossing Second Supplement to Community Manual, recorded under Document No. 2022100211, Official Public Records of Williamson County, Texas, and that certain Emory Crossing Third Supplement to Community Manual, recorded under Document No. 2023067401, Official Public Records of Williamson County, Texas (collectively, 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 amend the Community Manual with the polices 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 25th day of September, 2023.

**DECLARANT:**

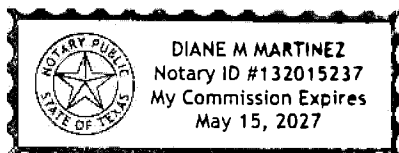
**WLH COMMUNITIES-TEXAS LLC**, a Delaware limited liability company

By *Michael Slack*  
Michael Slack, Vice President

THE STATE OF TEXAS                   §  
                                                     §  
COUNTY OF Travis                   §

This instrument was acknowledged before me this 25<sup>th</sup> day of September, 2023, by Michael Slack, Vice President of WLH COMMUNITIES-TEXAS LLC, a Delaware limited liability company, on behalf of said limited liability company.

(SEAL)



*[Signature]*  
Notary Public Signature

## TAB A

EMORY CROSSING RESIDENTIAL COMMUNITY, INC.POOL RULES

Terms used but not defined herein shall be given those definitions set forth in the Emory Crossing Master Covenant [Residential], recorded under Document No. 2021024869, Official Public Records of Williamson County, Texas, as amended (the "Covenant").

These Pool Rules have been adopted by the Emory Crossing Residential Community, Inc., a Texas nonprofit corporation (the "Association"), for orderly administration of the swimming pool (the "Swimming Pool").

## NO LIFEGUARD ON DUTY-SWIM AT YOUR OWN RISK

## POOL HOURS: 5AM TO 10PM

**\*\* OPEN DAILY MAY 1<sup>st</sup> TO SEPTEMBER 30<sup>TH</sup> \*\***

1. **WARNING – NO LIFEGUARD ON DUTY.** Swimming and use of the Swimming Pool is at your own risk.
2. The Swimming Pool is available only to residents and their guests. A resident over the age of eighteen (18) years must accompany all guests. Residents age fourteen (14) years and above may utilize the Swimming Pool without being accompanied by an adult. Residents who have not reached their fourteenth (14<sup>th</sup>) birthday must be attended at all times by a parent or guardian over the age of eighteen (18) years. Any Owner or resident may seek a waiver of the age restriction in accordance with these Rules in connection with any child under the age of 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, the Posted Rules will include "CHILDREN SHOULD NOT USE POOL WITHOUT ADULT SUPERVISION" and "WARNING – NO LIFEGUARD ON DUTY".
3. 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.
4. **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).
5. Running, jumping, or any movement other than ordinary walking inside the Swimming Pool area is strictly prohibited.
6. NO pets are allowed within the Swimming Pool area.
7. 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.

TAB A – POOL RULES  
FOURTH SUPPLEMENT TO COMMUNITY MANUAL  
EMORY CROSSING

8. NO glass containers of any kind are permitted.
9. The use of controlled substances is NOT permitted.
10. NO alcohol is allowed in pool gated area.
11. NO tobacco products of any kind are permitted, and NO smoking or vaping is permitted.
12. All food and beverages must remain at least six (6) feet away from the Swimming Pool.
13. 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.
14. Appropriate attire must be worn at all times when using the Swimming Pool. No tee backs (thongs), cutoffs, or street clothes are allowed.
15. Water wings and small floats, e.g., "noodles" are allowed. 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.
16. 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.
17. The 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.
18. A resident over the age of eighteen (18) years must accompany each guest. Each household is limited to six (6) guests per-day.
19. At the discretion of the Manager and as approved by the Board, certain periods may be set aside for specialized activities such as competitions, lap swimming, games, Association events, etc.
20. If there is an emergency, or a resident's key card-key or fob does not provide access into the pool facilities, resident should contact the Manager at 512-975-2349. In the event of a life-threatening emergency, call 911 before calling the Manager.
21. Residents shall indemnify and hold harmless the Association, the Manager and WLH Communities-Texas LLC, 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.

22. Violations of any of these rules may include forfeiture of pool privileges (duration to be determined by the Board). 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 Manager. \*\***

TAB BEMORY CROSSING RESIDENTIAL COMMUNITY, INC.AMENITY CENTER RULES

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Emory Crossing Master Covenant [Residential], recorded in the Official Public Records of Williamson County, Texas, as the same may be amended from time to time (the "Covenant").

These Amenity Center Rules have been adopted by the Emory Crossing Residential Community, Inc., a Texas nonprofit corporation (the "Association"), for orderly administration of the Amenity Center (the "Amenity Center").

Amenity Center Rules:

1. The Amenity Center is available only to Owners, residents and their guest(s) and/or authorized guardians (collectively, "Permitted Users").
2. Permitted Users must have an Amenity Center card-key with them to enter the Amenity Center. It is recommended that Owners and residents write their name on their Amenity Center card-key so it does not get confused with other Amenity Center card-keys.
3. An Owner or resident must accompany their invited guest(s) at all times. Guests are limited to six (6) per residence. If an Owner or resident needs to entertain more than six (6) guests, they shall call the Manager to make arrangements. Owners and residents are allowed to authorize a guardian for their needs as applicable, including but not limited to, baby-sitters, relatives, family friends and neighbors. Persons who may have been involved in misconduct or vandalism to the community and who are found on the premises may be asked to leave immediately, regardless of guest status, if the Board has given previous approval of such action.
4. An Amenity Center card-key will ONLY be activated for a Member in good standing with the Association. A total of one (1) Amenity Center card-key will be issued per residence. An Amenity Center card-key will be replaced for a fee of Twenty-Five and No/100 Dollars (\$25.00) and the lost Amenity Center card-key will be **deactivated**. To obtain an Amenity Center card-key, a Member must be in good standing. Upon an Assessment evaluation that the Member is in good standing, the Amenity Center card-key will be activated and mailed to the Member. The Member agrees to not distribute the Amenity Center card-key to anyone other than their immediate family or to their resident.
5. The maximum number of Permitted Users allowed within the Amenity Center at any one time will be determined by the Board from time to time in its sole and absolute discretion.
6. Any person using the Amenity Center after hours (see hours hereinafter set forth and/or posted at the Amenity Center), could lose Amenity Center privileges, in the sole and absolute discretion of the Board.

7. Any person committing acts of vandalism to the Amenity Center and/or surrounding area will lose all Amenity Center privileges for a period of time to be determined by the Board, and shall be held responsible for cleaning and/or repair of damaged items. In the event the person(s) is a minor, their parent(s) shall assume full responsibility for the minor's actions. The Board, in their sole discretion, may consider individual events.
8. Any items lost will be the responsibility of the Owner, resident or their invited guest(s) and/or authorized guardian(s). If the loss or find is of great value, the Owner or resident should contact the Manager.
9. Proper dress is required in the Amenity Center 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 Amenity Center. Shirts and shoes must be worn. Offensive graphics, language or slogans are not permitted on clothing.
10. Pets are prohibited from entering the Amenity Center; except those providing assistance to a person with a disability unless authorized by Association staff for a community event. At no time will any pet be left unattended outside of the Amenity Center. Prior registration of service animals is required.
11. The use of alcohol, tobacco, firearms, drugs or grills is prohibited in the Amenity Center.
12. Permitted Users must clean up all personal belongings, trash, debris etc. after using the Amenity Center.
13. The Board, in its absolute discretion, reserves the right to amend these policies and procedures as they deem necessary.

#### **GENERAL INFORMATION**

- A. Residents shall indemnify and hold harmless the Association, the Manager, and WLH COMMUNITIES-TEXAS LLC (and its affiliates), 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 Amenity Center facilities by a Permitted User or arising out of any acts or omissions of such Permitted User, his or her employees, agents, representatives, customers, guests or invitees.
- B. At the discretion of the Manager and as approved by the Board, certain periods may be set aside for Association events.
- C. Violations of any of these rules may include, without limitation, forfeiture of Amenity Center privileges (duration to be determined by the Board). Application of penalties, if necessary, will be at the sole discretion of the Board.

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2023080405**

Pages: 10 Fee: \$58.00

09/25/2023 01:58 PM

DLAM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas