Serenity Pines

SERENITY PINES RESIDENTIAL ASSOCIATION, INC.
COMMON AREA USAGE POLICY

STATE OF TEXAS §
§
COUNTY OF LIBERTY §

I. PURPOSE

The purpose of this Common Area Usage Policy (this "***Policy***") is to prescribe the purposes for which Owners and Occupants of Serenity Pines may utilize the Common Areas within Serenity Pines. The Board of Directors (the "***Board***") of Serenity Pines Residential 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 usage of the Common Areas subject to its jurisdiction.

II. APPLICABILITY AND AUTHORITY

The property encumbered by this Policy is that property restricted by the Declaration of Covenants, Conditions, and Restrictions for Serenity Pines (Residential Property), recorded under Clerk's File No. 2026022712 in the Official Public Records of Liberty County, Texas, as same has been and may be amended from time to time (the "***Declaration***"), and any other property which has been and may be subsequently annexed into Serenity Pines and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes. Unless otherwise set forth in this Policy, the capitalized terms used in this Policy are defined in the same manner as 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 the Dedicatory Instruments governing the Property, the Board is vested with the authority to adopt policies, rules, and guidelines.

Pursuant to the authority set forth in the Dedicatory Instruments and Texas Property Code 202.013, the Board adopts this Policy, which runs with the land and is binding on all Owners and Lots within the Property. The provisions of this Policy are in addition to any other applicable guidelines, rules, or policies. This Policy is effective upon the recording of same. After the effective date, in the event of a conflict between the terms of this Policy and any previously adopted guidelines, rules, or policies addressing the subjects contained in this Policy, this Policy will control.

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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. COMMON AREA USAGE POLICY

A. Common Area Usage in General

1. Permitted Use

Except as otherwise provided in this Policy or as set forth in other Dedicatory Instruments encumbering the Property, Owners and Occupants may only utilize the Common Areas within the Property for purposes consistent with the purposes for which the Association was formed, as set forth in the Dedicatory Instruments and Texas law (the "***Permitted Use***").

Owners (save and except Declarant and its designees) and Occupants may not utilize any portion of the Common Area for any commercial events or purposes or for events or purposes which produce revenue or which are intended to produce revenue (regardless of whether or not any revenue is actually produced), unless otherwise approved by the Board in writing prior to the commencement of such use.

In addition, Owners and Occupants may not utilize any portion of the Common Area for any religious or anti-religious event, activity, use, or purpose. Furthermore, in no case may an Owner or Occupant utilize the Common Area within the Property for any use or purpose which is illegal or which is otherwise not in keeping with the Community Wide Standard established and existing throughout the Property.

The Board, in its sole and absolute discretion, may determine (i) whether any use of the Common Area constitutes a Permitted Use, (ii) whether any use of the Common Area constitutes a religious or anti-religious event, activity, use, or purpose, and (iii) whether any use of the Common Area is in keeping with the Community Wide Standard. Furthermore, the Board, in its sole and absolute discretion, may approve or disapprove of the use of the Common Area by an Owner or Occupant for a commercial event or purpose or for an event or purpose which produces or is intended to produce revenue.

2. Policies, Rules, and Regulations

The Board may promulgate and amend policies, rules, and regulations pertaining to the usage of the Common Area by Owners and Occupants of the Property, including policies, rules, and regulations pertaining to the rental or reservation of various portions of the Common Area and the usage of any facilities located in the Common Area. Each Owner and Occupant present at and utilizing the Common Area must abide by the restrictions set forth in the Dedicatory Instruments, including this Policy and any policies, rules, and regulations adopted by the Board pertaining to usage of the Common Area. Failure of the Owner or Occupant to abide by such policies, rules, and regulations constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and

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Texas law.

3. Rentals and Reservations

The Board reserves the right, in its sole and absolute discretion, to designate portions of the Common Area as areas which require a reservation or rental prior to use by an Owner or Occupant. Furthermore, the Board reserves the right, in its sole and absolute discretion, to alter any designation previously made for a portion of the Common Area. Any such designation or redesignation may be set forth in a Dedicatory Instrument or may be made by Board resolution from time to time. In the event of a designation of a portion of the Common Area as an area which requires rental prior to use by an Owner or Occupant, the Owner or Occupant must enter into a facilities rental agreement with the Association prior to such use. In the event of a designation of a portion of the Common Area as an area which requires reservation without rental, the Board has the sole and absolute discretion to determine whether such Owner or Occupant must enter into a facilities usage agreement with the Association prior to such use.

Each Owner or Occupant who enters into a facilities usage agreement or a facilities rental agreement, as applicable, with the Association must abide by the terms set forth in such agreement, in addition to the provisions of all Dedicatory Instruments governing the Property. Failure to abide by the terms of any such agreement or failure to enter into such agreement with the Association prior the use of the Common Area constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

4. Compliance with Applicable Law

The provisions in this Section A. are not intended to prohibit the use of the Common Area for any Political Event (as defined below) that is authorized by state or federal law. If it is found that any provision in this Section A. is in violation of any such laws, then the remaining provisions within Section A. must be interpreted to be as restrictive as possible to preserve as much of the original provisions as allowed by law.

B. Political Events

1. Political Events in General

Notwithstanding anything contained in this Policy to the contrary, Owners and Occupants who reside within the Property ("***Residents***") may utilize the Common Area within the Property for Political Events. For purposes of this Policy, a "***Political Event***" means the extension of an invitation by an Owner or a Resident to (i) a governmental official or (ii) a candidate who has been qualified in an appropriate election to run for public governmental office (a "***Candidate***"), to address or to meet with Owners and Occupants at the Common Area.

The Board has the sole and absolute discretion to determine what kinds of events constitute Political Events and whether any proposed action on or use of the Common Area falls outside of the scope of a Political Event.

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2. Policies, Rules, and Regulations Pertaining to Political Events

All Political Events hosted within the Property are subject to policies, rules, and regulations adopted by the Board pertaining to gatherings and events held on the Common Area by Owners and Occupants of the Property. Such policies, rules, and regulations may include, by way of illustration and not in limitation, the following:

(a) A requirement that an Owner or Occupant enter into a rental agreement or facilities usage agreement with the Association prior to the rental or use of the Common Area;

(b) A requirement that an Owner or Occupant issue payment to the Association of a rental or usage fee, security deposit, and other related fees in connection with any rental or reservation of the Common Area;

(c) A requirement that each Owner and Occupant comply, and cause all guests, invitees, and licensees of such Owner or Occupant to comply, with all Dedicatory Instruments encumbering the Property at all times while the Owner or Occupant, or any guest, licensee, or invitee of an Owner or Occupant is present at or using the Common Area;

(d) A limitation on the maximum occupancy of the Common Area or any facility located in the Common Area;

(e) A restriction on the dates and times during which the Common Area or a facility located in the Common Area may be used; and

(f) A restriction specifying those portions of the Common Area that are available for use.

Each Owner or Resident hosting a Political Event within the Property must abide, and must cause all guests, licensees, and invitees of such Owner or Resident to abide, by the applicable restrictions set forth in the Dedicatory Instruments, including this Policy, any policies, rules, and regulations adopted by the Board pertaining to gatherings and events on the Common Area, and the provisions of any rental or facilities usage agreement entered into by and between the Owner or Resident and the Association pursuant to such policies, rules, and regulations. Failure of the Owner or Resident or any guest, licensee, or invitee of such Owner or Resident to abide by the Dedicatory Instruments constitutes a Deed Restriction Violation for which the Association may pursue enforcement action, as set forth in the Dedicatory Instruments and Texas law.

3. Disclaimer; Limitation of Liability

The use of a Common Area for the purpose of hosting a Political Event in no way constitutes (i) the participation or intervention of the Association in any political campaign on behalf of any governmental official or Candidate, (ii) the endorsement by the Association of

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the governmental official or Candidate participating in the Political Event, or (iii) the endorsement by the Association of any ballot measure supported by such governmental official or Candidate or discussed during or in connection with the Political Event. The Association does not control or endorse the content, messages, or information discussed or transmitted during or in connection with any Political Event. As such, the Association disclaims any liability in connection with any Owner's or Occupant's presence at the Common Area during a Political Event. The Association specifically disclaims any liability for any offensive, inappropriate, obscene, unlawful, untruthful, or otherwise objectionable information an Owner or Occupant may encounter during or in connection with a Political Event, and the Association disclaims any liability in connection with the proliferation of any information associated with a Political Event.

The Association, its management company, and Declarant, including their respective past, present, and future directors, officers, members (of a for-profit entity), employees, agents, or affiliated entities (collectively, the "***Indemnified Parties***") do not assume or authorize any other person to assume for it any liability in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event, and the Indemnified Parties are not liable in damages or otherwise arising out of or in connection with a Political Event or with any information discussed or transmitted during or in connection with a Political Event (the "***Released Matters***").

EACH OWNER AND RESIDENT HOSTING A POLITICAL EVENT ON THE COMMON AREA WITHIN THE PROPERTY AGREES TO DEFEND (IMMEDIATELY UPON DEMAND), INDEMNIFY, HOLD HARMLESS, AND RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THE RELEASED MATTERS. THE OBLIGATION TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES IS OWED EVEN FOR CLAIMS ALLEGED OR PROVEN TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES.

4. Applicability

The provisions set forth in Section B. of this Policy do not apply to (i) any portion of the Common Area that is unavailable for meetings of the Association due to seasonal use, or (ii) any portion of the Common Area that is only available for meetings of the Members, the Board, or any committee of the Board.

[SIGNATURE PAGE FOLLOWS]

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CERTIFICATION

I certify that, as President of Serenity Pines Residential Association, Inc., a Texas nonprofit corporation, the foregoing Common Area Usage Policy was approved on the 19th day of August, 2026, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 19th day of August, 2026.

Serenity Pines Residential Association, Inc.,
a Texas nonprofit corporation

By: _____
Print Name: Kevin Campbell
Title: President

STATE OF TEXAS §
§
COUNTY OF Liberty §

BEFORE ME, on this day personally appeared Kevin Campbell, the President of Serenity Pines Residential 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 s/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 19th day of August, 2026.

IRMA LEAL
My Notary ID # 128665755
Expires July 5, 2027

_____
Notary Public – State of Texas

After Recording Return To:
Lisa L. Gambrell
Rida J. Sarwar
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Boulevard, 57th Floor
Houston, Texas 77056

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THE STATE OF TEXAS
COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

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08/25/2026 01:50:42 PM Total Fees: $45.00

Lee Haidusek Chambers,County Clerk
Liberty County, Texas