

ADOPTION OF HARPER'S PRESERVE
COMMUNITY ASSOCIATION, INC. COMMUNITY
FACILITIES USER GUIDELINES

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

This Adoption of Harper's Preserve Community Association, Inc. Community Facilities User Guidelines is dated effective June 1, 2023, and adopted by 242, LLC, a Texas limited liability company (the "Declarant").

RECITALS:

WHEREAS, that certain First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Harper's Preserve was recorded in the Official Public Records of Montgomery County, Texas, under Clerk's File Number 2011011454 on February 8, 2011 (as supplemented and amended, the "Declaration"); and

WHEREAS, Article XI, Section 11.10.1 of the Declaration provides that during the Development Period (as defined in the Declaration and herein so called), Declarant reserves the sole and exclusive right, without joinder or consent of, and without notice of any kind to, any owner or other person, to amend, modify, revise or repeal, from time to time and at any time, the Declaration and any other Governing Documents (as defined in the Declaration and herein so called); and

WHEREAS, Article II, Section 2.19 of the Declaration provides that Governing Documents include all documents and applicable provisions thereof regarding the use of any properties within the Subdivision, including but not limited to the Community Properties (as

defined in the Declaration); and

WHEREAS, the Development Period has not expired; and

WHEREAS, the Declarant desires to adopt the Harper’s Preserve Community Association, Inc. Community Facilities User Guidelines which are attached hereto (the “Community Facilities User Guidelines”).

NOW, THEREFORE, the Declarant hereby adopts the Community Facilities User Guidelines. The Community Facilities User Guidelines are effective as of the date of the recording of this document in the Official Public Records of Montgomery County, Texas.

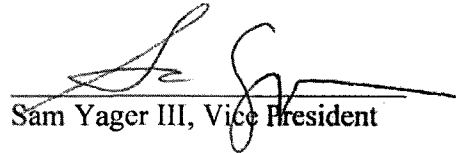
EXECUTED as of the date first set forth above.

It is expressly agreed and understood that the individual executing this document on behalf of Declarant is acting in his representative capacity only and solely as a representative of the Declarant and any liability resulting hereunder based upon the actions of such individual, including but not limited to, the breach of any warranty, covenant, representation and/or provision contained herein, if any, shall be that of the Declarant and not that of such individual.

DECLARANT:


242, LLC, a Texas limited liability company

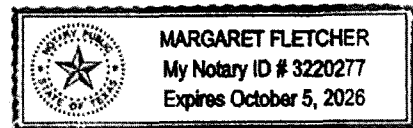
By:


Sam Yager III, Vice President

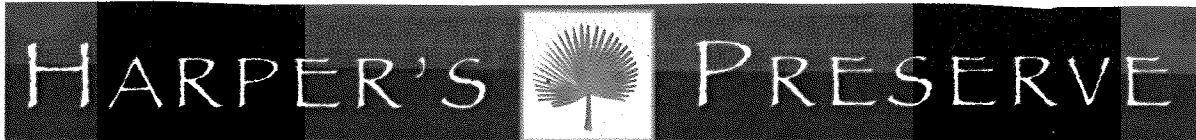
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of June, 2023, by Sam Yager III, the Vice President of 242, LLC, a Texas limited company, on behalf of said entity.


Notary Public



NOTE: These Guidelines are intended to be viewed in color and therefore to ensure clarity, understanding and compliance, owners in Harper's Preserve should contact the Association's management company and request a color copy of these Guidelines.



ATTACHMENT 1

HARPER'S PRESERVE COMMUNITY ASSOCIATION, INC. COMMUNITY FACILITIES USER GUIDELINES

Terms used but not defined in these Community Facilities User Guidelines ("Guidelines") will have the meanings ascribed to such terms in the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Harper's Preserve, recorded in the Official Public Records of Montgomery County, Texas, under County Clerk's File Number 2011011454, as the same may be amended and supplemented from time to time (the "Covenant").

I. INTRODUCTION

Harper's Preserve is a family-oriented community (the "Community") that services Owners and occupants within the Community ("Occupants") of all ages. The Community has various amenities which may be administered by, maintained by, owned by and/or operated by the Association (hereafter defined) which may include, without limitation, a clubhouse(s) (including grounds appurtenant thereto), swimming pool(s) and splash pool/pad(s), fitness center(s), dog park(s), trails and playground(s), lakes, and water bodies (collectively, the "Community Facilities"). The Community Facilities are meant primarily for the enjoyment of Owners and Occupants. These Guidelines are initially established by 242, LLC, a Texas limited liability company (the "Declarant") under the authority described in the governing documents for the Harper's Preserve Community Association, Inc., a Texas nonprofit corporation (the "Association"). The governing documents include, without limitation, the Covenant and the Rules and Regulations. The Covenant, the Rules and Regulations and all such other rules, regulations, policies and guidelines applicable to the Community are sometime referred to in these Guidelines as the "Documents".

These Guidelines are created to ensure that the Association serves the best interests of Owners, Occupants, and their guests and invitees who use the Subdivision Facilities (the "Community Facilities") (collectively, the "Facility Users"). These Guidelines are instituted to preserve the Community Facilities for the convenience and enjoyment of Facility Users. The Guidelines apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy the Community Facilities, Facility Users must do so while respecting others' rights, displaying courtesy to others, and applying common sense to the use of all recreational equipment and areas in and around the Community Facilities. Owners' and Occupants' guests and invitees may be accommodated only when such accommodation does not infringe upon such Owners' and Occupants' convenience or rights. Further, while every effort is made to provide comfortable use of the Community Facilities to all Owners and Occupants, the Community Facilities are not intended to serve the general public and will not always have similar specifications to those found in public accommodations. As used herein, the term "Lifestyle Director" means the third-party consultant engaged by the Association from time to time to perform specific duties and responsibilities for the Association, as set forth in a separate agreement by and between the Lifestyle Director and the Association.

These Guidelines may be amended, modified or supplemented by the Declarant during the Development Period (as defined in the Covenant), and by the Board thereafter, in its sole and absolute discretion.

It is the Declarant's and the Association's policy not to discriminate in the use of the Community Facilities, the provision of services related to the use of the Community Facilities, or the application of these Guidelines based on race, color, creed, ancestry, religion, sex, sexual orientation, familial status, marital status, national origin, handicap, or disability.

II. USE OF FACILITIES AND ASSUMPTION OF RISK

All use of the Community Facilities and participation in Community programs is purely voluntary. The recreational nature of certain Community activities and programs may involve some personal or physical risk on the part of the Facility User. Program participation by a Facility User is therefore acknowledgement and acceptance of the inherent risks. Facility Users may be required to sign a Facility User's Agreement (in the form attached hereto as *Exhibit A*) prior to using the Community Facilities. Additional forms appropriate for trips, activities, sports, clubs and tours may be required prior to participation in the respective activities.

The Association strives to consistently maintain the Community Facilities in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less-than-optimal condition. If such a condition occurs, Facility Users should immediately contact the Manager for the Community ("**Community Manager**") for assistance. In the event of any emergency, please call 9-1-1. Thereafter, any emergency, including any injuries, accidents or other serious incidents must be immediately reported to the Community Manager for an incident report to be completed and for any needed action to be taken.

Neither the Declarant, the Association, nor their respective directors, officers, committees, agents, and employees are liable for bodily injury, personal injury or inconvenience sustained during the use of the Community Facilities and any programs presented therein or thereon. Further, neither the Declarant, the Association nor their respective directors, officers, committees, agents, and employees are responsible for the loss or theft of any personal belongings and/or damage to any vehicles of any Facility User, volunteer, vendor, staff member or visitor to the Community Facilities.

These Guidelines have been developed to ensure that Facility Users are provided with a safe and enjoyable experience while using the Community Facilities. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with the various Community Facilities rules set forth in these Guidelines.

III. AUTHORITY

The Declarant's and the Board's authority to adopt and amend these Guidelines is provided in the Documents. These Guidelines are binding upon all Facility Users. In addition, the Documents provide for a means to ensure compliance of these Guidelines and provides the Declarant and Association the following rights for violations or abuse of these Guidelines:

- i. The right of the Association to suspend voting rights of any Member.
- ii. The right of the Declarant or the Association to levy reasonable monetary fines.

- iii. The right to suspend a Facility User's right to use any or all Community Facilities.

IV. MEMBERSHIP

Pursuant to the Covenant, each Owner of a Lot is a "Member" of the Association. If a Lot is owned by more than one (1) person, all co-Owners are "Members" of the Association. A Member may invite guests to the Community Facilities in accordance with the provisions of these Guidelines. A Member who leases his or her home surrenders his or her rights to use the Community Facilities to the tenant of the residence during the term of the lease (provided that such lease complies with the minimum requirements of the Documents).

V. ACCESS DEVICES

Access cards or key fobs and/or other forms of technology that allows for electronic means of authorized access (individually, an "Access Device" and collectively, "Access Devices") are required to access the Community Facilities and to participate in Community-sponsored events and activities. Access Devices are issued to Owners or Occupants of Lots, provided that the assessments imposed by the Association pursuant to the Documents ("Assessments") associated with such Lot are no more than thirty (30) days past due, and with proper identification or verification as set forth herein.

Any person who is an "Owner" or "Occupant" as defined in the Covenant or herein has the right to an Access Device unless otherwise described in these Guidelines. Access Devices cannot be transferred (including temporarily lending it to a guest or other third party) and may only be used by the Owner or Occupant to whom such Access Device is issued.

1. **Suspension.** Access Devices may be withheld, suspended, or revoked pursuant to the terms and conditions of the Covenant for the following actions by the Owner(s), Occupants, or a member of their respective households:

- (i) Use of false information to obtain an Access Device.
- (ii) Unauthorized use of an Access Device.
- (iii) Violation of the Documents of the Association, including these Guidelines.
- (iv) Non-payment of Assessments or other charges.

2. **Allocation.** Access Devices are available for purchase at the Association's office ("HOA Office"). All Owners and Occupants must complete required waiver forms and list all Occupants of a household prior to obtaining an Access Device.

- (i) Purchasers of newly constructed homes receive one Access Device for free. Owners may purchase one (1) additional Access Device.
- (ii) Owners purchasing existing homes should request that the previous Owner transfer any previously existing Access Device(s) into their name(s), or they may purchase a new Access Device registered to their name(s).

3. **Lost and Damaged Access Devices.** Owners and Occupants are required to inform the Community Manager promptly if an Access Device is lost or damaged so that access to the lost or damaged Access Device can be terminated or replaced and/or the Owners and/or Occupant's name may be removed

from being associated with the lost Access Device. A fee will be charged for all replacements or damaged Access Devices.

4. **Issuance.** Owners or Occupants seeking to obtain an Access Device must submit two (2) of the following items as proof of eligibility: (i) driver's license or state-issued photo identification; (ii) a utility bill showing a qualifying street address; and (iii) a recorded deed, title policy or valid lease agreement. In addition, an Owner or Occupant may be required to present a signed Facility User's agreement before the Access Device will be issued.

5. **Guests.** If guest access is authorized, guests must be accompanied by an Owner or Occupant over the age of sixteen (16) with an active Access Device while using the Community Facilities.

6. **Only Owners and Occupants** possessing valid Access Devices and their authorized guests and invitees are entitled to use the Community Facilities. Access Devices must be presented or swiped on the automatic door locks when entering the Community Facilities.

VI. CODE OF CONDUCT

1. Facility Users shall show common courtesy and refrain from harassment of any Facility User, Association or Community Manager staff member, volunteer or vendor, and shall otherwise refrain from interfering with the management of the Community Facilities. Verbal abuse or vulgar, profane language and /or gestures is prohibited. Fighting or physical contact is prohibited. Immediate suspension of privileges may follow and continue until a hearing can be conducted by the Board.

2. Facility Users are responsible for their conduct and the conduct of their guests and invitees. Facility Users will be held liable for any repair costs for damage which they or their guests cause.

3. Owners and Occupants are prohibited from charging their guests for use of the Community Facilities.

4. Facility Users shall not engage in unsafe activities or actions that endanger the safety of themselves or others, as determined in the sole discretion of the Board, the Community Manager and/or the Lifestyle Director.

5. Facility Users must obey all safety rules and all posted signage and shall immediately stop unsafe activity as instructed by Community Manager's staff members or appointed volunteers or vendor partners. Facility users shall not, at any time, exceed maximum occupancy limits for the Community Facilities.

6. Proper dress is always required in the Community Facilities, 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 Community Facilities. Shirts and shoes must be worn (except in the pool area). Offensive graphics, language or slogans are not permitted on clothing.

7. The use of tobacco, including without limitation, chewing tobacco, vaping products, and illegal drugs is prohibited. The use and/or consumption of alcohol (unless authorized in writing under the express provisions of an executed Facility Use Rental Agreement) is prohibited.

8. Pets are prohibited from entering any Community Facilities, except animals providing assistance to a person with a disability ("**Service Animals**"), unless authorized by staff for a Community event. At no time shall any pet be left unattended outside of the Community Facilities. Prior registration of Services Animals is required. Notwithstanding the foregoing, pets are allowed on the pedestrian or recreational trails and/or greenspace which are part of the Community Facilities; provided, the pet must be confined to a leash (except in any area designated for off-leash use, if any), and all pet waste must be immediately picked-up and appropriately disposed of by the owner of the pet.

9. Neither the Declarant nor the Association, nor their respective directors, officers, committees, agents, and employees are responsible for lost, vandalized or stolen items, or damage to personal property. Any lost, vandalized or stolen items should be reported to a Community Manager staff member.

10. All Facility Users must present their Access Device for admission to the Community Facilities. The Access Device must be carried while using any of the Community Facilities. If a Facility User forgets his or her Access Device, a mandatory replacement will be required, and the cost shall be charged to the account associated with such Facility User's account.

11. Staff reserves the right to take reasonable actions deemed necessary for the safety of Facility Users and/or protection of Community Facilities, equipment, cushions and furniture.

12. Facility Users who violate these Guidelines may be asked to vacate the Community Facilities and may be reported to the Board for disciplinary action, as appropriate.

13. Any Facility Users who violate these Guidelines are subject to disciplinary action by the Board, including suspension of privileges and an imposition of fines, subject to the terms of the Covenant. Association staff may immediately remove Facility Users who do not abide by these Guidelines and may report such persons to the Board for disciplinary action, as appropriate.

14. Owners may be requested to appear before the Board to discuss an infraction of these Guidelines by an Occupant of their leased residence, or such Occupant's guest or invitee. Occupants also have the right to appear before the Board if disciplinary action is being considered. Such rights are dictated by the Covenant.

VII. COMMUNITY FACILITIES OPERATIONS

1. **HOA Offices** – The HOA Office may house staff members responsible for Association governance, facility maintenance, recreational activities, room scheduling, activity coordination, club/group administration, event planning and all other Association business.

2. **Facility Reservations** – Community Facilities reservations may be made available for Association-related activities, authorized committees, club/groups, and Owners' or Occupants' private parties. See the Rental Policy attached hereto as *Exhibit B* for further details. Additionally, the maximum occupancy limits and required security deposits ("**Deposits**") for the different Community Facilities are set forth on Schedule 1, attached hereto and incorporated herein. Schedule 1, including without limitation, the maximum occupancy limits and Deposits are subject to change without notice. In addition, regulations, requirements and protocols concerning the use and operation of the Clubhouse(s) may be imposed and/or provided by the Association at any time and from time to time (and without advance notice) in connection

with rental agreement, as part of the community website, through signage and/or in additional formats all of which should be followed at all times by the Member (renter) and all Facility Users. The Association, in its sole discretion, may delegate the responsibility for accepting and supervising Community Facility reservations to the Community Manager, the Lifestyle Director, and/or any other third party from time to time.

3. **Regular Hours of Operation** — The Board will set hours of operation for all Community Facilities. Special events may occur outside of normal hours of operation upon approval by the Community Manager. Below are the anticipated operating hours for the Community Facilities; however, the actual operating hours may differ from the hours set forth below and are subject to change without notice. Hours may also be restricted due to weather, special events, maintenance, and holiday scheduling. Owners and Occupants should confirm the hours of operation before planning any event. The hours of operation for the different Community Facilities are set forth on Schedule 1 attached hereto and incorporated herein and are subject to change without notice.

4. **Supervision** — Children fourteen (14) years of age or younger must be accompanied by an Owner or Occupant over the age of sixteen (16). Parents, guardians, and persons responsible for the care of minor children are required to adequately supervise minor children under their care while enjoying the Community Facilities. If an unattended child appears to be lost, is being disruptive, or if in the judgment of the staff, his or her safety is jeopardized, the staff will make an attempt to locate the parent, guardian, or person responsible for the care of the child. If the parent, guardian, or person responsible for the care of the child cannot be located, the child may be placed in the care of the local law enforcement agency. The Community Manager will not, under any circumstances, be responsible for determining whether an apparent parent, guardian, or person responsible for the care of a minor child is legally authorized to oversee or provide for the care of the minor child.

5. **Complaints** — Complaints regarding staff members or contracted labor should be directed in writing to the Community Manager. The Community Manager will make reasonable efforts to promptly resolve the conflict. Due to an employee's right to confidentiality, it may not be possible to provide information to a complainant regarding the status of a complaint when it involves a personnel action.

6. **Interference** - Under no circumstances will Facility Users interfere with or otherwise direct employees, agents, or consultants of the Association during Association business. Facility Users shall not request special personal services from the employees of the Community Manager or the Association.

7. **Soliciting** — Soliciting is prohibited unless the Declarant and/or Board gives its prior written consent.

8. **Advertising** — Notices, advertisements or posters of any kind may not be placed or distributed in or around the Community Facilities without the prior written consent of the Declarant or Board or pursuant to a written community policy. The Declarant and/or Board may elect to post information about a vendor who financially sponsors/supports an event for the benefit of the Association and/or its members in gratitude and acknowledgement for such support.

9. **Cell Phones** — When using the Community Facilities, cell phone users should respect others by leaving the area to take a call and moderating voice tone to avoid disturbing others. The use of a radio-style phone, in walkie-talkie or speaker phone mode, is prohibited, except by the Declarant, the Board, Association vendors and/or staff.

10. **Photographic Equipment** — Photography of any kind is not permitted inside the restrooms. Photographic equipment is permitted in public spaces of the Community Facilities, such as the pool area, lobby, multi-purpose room, pavilion, park for the purpose of photographing events (dance recitals, birthday parties, etc.) for personal use. No commercial photography still or video is permitted anywhere in the facilities without the prior written approval of the Declarant or the Board.

11. **Prohibited Items** - Roller skates (including shoes with wheels on the heel), skateboards, rollerblades, bikes, and scooters, including self-balancing motorized scooters are prohibited from being used within the pool area, splash pool/pad, clubhouse, and playground area, unless authorized by Association staff for a Community event.

12. **Food and Drink** – refers to rules pertaining to the specific area within the Community Facilities. Feeding the wildlife is not allowed.

13. **Alcoholic Beverages** — Alcoholic beverages are prohibited at the Community Facilities, unless approved in advance and in writing for a private event and served during the private event for individuals in attendance of such private event who are at least 21 years of age and in accordance with the requirements under a fully executed and binding Community Facility Rental Policy. The Association may require insurance to be obtained for any event, including any event where alcohol will be served. Alcohol cannot be sold unless by a licensed vendor/caterer who holds the appropriate licensing or permit required for the event or services provided. Any alcoholic beverage service must end on the earlier to occur of either (i) at least 30 minutes prior to the end of the event or (ii) at the time when the professional bartending service leaves the event. The Association reserves the right to prohibit alcoholic beverages and/or limit the types of alcoholic beverage to be served and no rights are conferred by this rule.

No person under the influence of any illegal substance may utilize the Community Facilities. No alcoholic beverages will be served at any time to any person who is under 21 years old or to any intoxicated person or a person suspected of being intoxicated. Neither the Declarant nor the Association or Community Manager, nor their respective directors, officers, committees, agents, and employees is responsible for any injury, damage, or harm arising out of related to the consumption or service of alcoholic beverages.

14. **Equipment Use** — Furniture, equipment and supplies that are the property of the Association and shall not be removed from the Community Facilities without the prior written permission of the Community Manager. While certain Association-owned items may be stored or set up in a particular room, these items remain the property of the Association and may be relocated by staff members or used for other activities or events as needed. Any equipment and/or furniture (including cushions) which are damaged by an Owner or Occupant and/or an Owner's or Occupant's guest must be reported to the Community Manager and the Owner shall be responsible for the costs of the repair or replacement, therefore. All furniture which contains cushions must be protected from the staining from sunscreen, suntan lotion, food and beverages in the pool and surrounding areas by covering such cushions with towels or other protective coverings. In the event that any equipment, furniture and/or any portion of the Community Facilities is believed to require maintenance, repair and/or replacement, it should be reported to the Community Manager. Outdoor kitchen areas must be cleaned after use to be ready for the next user (i.e., excess food burned off of grills, sinks and drains cleared, wipe down exterior counters and surfaces and remove stains). All gas-powered appliances and amenities must be in the fully shut off position after use and all fire producing amenities must be left in the off position before exiting the premises or in the event they are naturally burning, must be secured in a safe manner and/or extinguished to prevent spreading of fire beyond the containment areas before the Member leaves the premises.

15. **Facility Scheduling** – In order to accommodate the large number of persons who use the Community Facilities, it is necessary to properly schedule activities. Use of the Community Facilities is on a first-come basis with scheduled reservations taking priority. The Community Facilities schedule is established and maintained by the Association. Requests for reservations should be directed to the Community Manager. The Declarant, Association and/or Community Manager may designate a third party (including but not limited to the Community Lifestyle Director) to take and secure reservations. The Declarant (for any event or purpose) and the Association (for community held events and purposes including but not limited to facility maintenance) shall have priority over Owners and Occupants for scheduling times and dates. Not all Community Facilities and/or all portions of Community Facilities may be available for rental.

VIII. PARKING

1. The parking lots and designated on-street parallel parking spaces are available to Owners, Occupants, their guests and invitees during Community Facilities hours of operation. Overnight parking in a community parking facility and parking in a community parking facility while not using the Community Facilities is prohibited.

2. Parking is available on a first come, first served basis and may be limited based on the total available spaces at any Community Facility.

3. Parking is at the risk of the vehicle owner or person driving the vehicle. Neither the Declarant, the Association, nor their respective directors, officers, committees, agents, and employees its agents, or insurance companies are responsible for theft, damage or loss to either a vehicle or any contents thereof.

4. Owners and Occupants must observe all posted signs including but not limited to stop signs, one-way signs, posted speed limits, parking signage, warning signage and/or entrance/exit signs.

5. Handicapped spaces are reserved for those displaying the proper license plate or government issued placard.

6. No parking is permitted at any time in posted areas prohibiting parking, traffic lanes, front of trash doors/bins or gates or building entrance/exits, reserved or assigned parking spaces, and fire or emergency lanes. No occupied vehicles are permitted in a Community Facility parking lot except those who are arriving and/or leaving a Community Facility or providing authorized services to an event at a Community Facility. Vehicles may be temporarily occupied in a Community Facility parking area to take temporary shelter from weather and/or to wait for a short period, not to exceed thirty (30) minutes, for a Community Facility to open.

7. No tractor trailer, 18-wheeler, commercial vehicle, trailer, camper, dune buggy, boat, or any other recreational vehicle and/or any vehicle not legally permitted to be driven on a public roadway shall be parked in any portion of the Community Facilities. Notwithstanding the forgoing, commercial vehicles and food trucks shall be permitted to provide service to the Community Facilities only when authorized by the Community Manager and/or under a rental agreement and/or as required for deliveries to and/or maintenance of Community Facilities.

8. Vehicle maintenance or repair work of any kind in the Community Facilities parking area(s) is prohibited.

9. Washing, waxing, detailing and servicing vehicles in any way in the parking area or any other location on the premises is prohibited.

10. Use of the parking lot for driver control/safety training is prohibited.

11. **Enforcement; Towing:**

(i) **Self-Help.** A vehicle within the Community Facilities in violation of this policy may be stickered, wheel-locked, towed, or otherwise removed by the Association, at the expense of the vehicle's owner. The Association and Community Manager expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for violations of this policy.

(ii) **Fines.** The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association's Fine and Enforcement Policy, as the same may be amended from time to time.

(iii) **Towing.** Any vehicle parked in violation of this policy may be towed at the vehicle owner's expense in accordance with applicable law, in addition to the imposition of any fines.

(1) **Signage.** Notice that a vehicle parked in violation of this rule may be towed may be provided by posting any signage required by law.

(2) **Notice before Towing.** If no signage is posted, before towing an inoperable vehicle, notice will be provided as follows:

(a) **Sticker on Vehicle.** A conspicuous notice will first be attached to the vehicle's front windshield or, if the vehicle has no front windshield, to a conspicuous part of the vehicle stating that the vehicle is parked in violation of the Association's rules. The notice will also provide the telephone number to the towing facility maintained by the tow operator that is answered 24 hours a day, to enable the owner or operator of the vehicle to locate the vehicle.

(b) **Additional Mailed Notice.** After the notice is attached to the vehicle, the Association or its agent will send notice by certified mail, return receipt requested, to the last address shown for the owner according to the vehicle registration records of the Texas Department of Motor Vehicles, or if the vehicle is registered in another state, the appropriate agency of that state. The notice will state that the vehicle will be towed at the expense of the owner or operator of the vehicle if it is not removed within fifteen

days of the date the letter is postmarked. The notice will also provide the telephone number to the towing facility maintained by the tow operator that will remove the vehicle that is answered 24 hours a day, to enable the owner or operator of the vehicle to locate the vehicle. The notice may also contain any information required under applicable law.

- (3) Emergency Authority to Tow an Obstructing Vehicle. Pursuant to Texas law, the Association may, without the consent of the owner or operator of an unauthorized vehicle, and without notice, on an emergency basis, cause the vehicle and any property on or in the vehicle to be removed and stored at a vehicle storage facility at the vehicle owner's expense if the vehicle:
- (a) is in or obstructs a vehicular traffic aisle, entry, or exit
 - (b) prevents a vehicle from exiting a driveway
 - (c) is in or obstructs a fire lane that is marked as required by law
 - (d) does not display the special license plates or the disabled parking placard for a vehicle transporting a disabled person and is in a parking space that is designated for the exclusive use of a vehicle transporting a disabled person; or
 - (e) is in or obstructing a portion of a paved driveway or abutting public roadway used for entering or exiting the Community Facilities.

IX. SWIMMING POOLS AND SPLASH POOL/PAD

1. The swimming pool(s) and splash pool(s) and/or pad (collectively, and as applicable, whether one or more, the "Swimming Pool") are private facilities available to Facility Users. All users entering the pool are required to bring at least one (1) towel with them to the pool to use to protect cushions and furniture and to dry themselves before entering restroom facilities and/or Community Facilities buildings.

2. All Facility Users using the Swimming Pool equipment do so at their own risk. Facility Users assume risk of loss and responsibility for any injury or damage to their health while using the Swimming Pool. No representation or warranty is made regarding whether there is a lifeguard on duty, there are or may be times when the Swimming Pool is open but there is no lifeguard. **THERE MAY BE NO LIFEGUARD ON DUTY, AND WHETHER OR NOT A LIFEGUARD IS ON DUTY, BY USING THE SWIMMING POOL, EACH FACILITY USER AGREES THAT USE OF THE SWIMMING POOL IS AT THE FACILITY USER'S SOLE RISK.**

3. For their own well-being and protection, Facility Users who are younger than fourteen (14) years of age, and users who are not experienced and competent swimmers, must be supervised by an Owner or Occupant who is always over the age of sixteen (16) while using the Swimming Pool. Any Facility User may seek a waiver of the age restriction in accordance with these rules in connection with any child under the age of fourteen (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, rules posted at the Swimming Pool will include "CHILDREN SHOULD NOT USE POOL WITHOUT ADULT SUPERVISION" and "WARNING - NO LIFEGUARD ON DUTY", as applicable.

4. A maximum of two (2) guests are allowed per household per day.

5. Facility Users are required to always wear clean appropriate swimwear and bring at least 1 towel per person with them to the pool. Nudity is strictly prohibited.

6. The pool deck perimeter is reserved for walking, safety, and emergency purposes. No obstruction of any kind will be permitted in this area.

7. Pool gates must be kept closed and always locked.

8. Facility Users must swipe their Access Device to gain access to the Swimming Pool.

9. Facility Users should not compromise the cleanliness of the pool, or subject other users to unhealthy conditions. While protection from harmful rays is strongly encouraged, the use of oils and heavy suntan lotions can cause filter damage. Facility Users are required to take a cleansing shower before entering the pool. Showering after using the Swimming Pool is also recommended.

10. No person incapable of controlling bodily functions may use the pool without a diaper designed for swimming. Diapers shall not be changed on furniture and/or cushions in the area around the pool. Changing stations for children with diapers are available in the restroom facilities only. Persons with open sores, colds, COVID-19, fevers and/or contagious and/or unsanitary conditions are prohibited from using the pool.

11. Food and beverages are permitted in the pool deck perimeter but are NOT permitted in the pool. Food shall only be consumed in areas at least six (6') feet away from the pool and pool cushions shall be protected by being covered with a towel from wet suits, sunscreen, suntan lotion and spillage of food or beverages. No chewing gum is allowed within the pool area.

12. All trash and other debris caused by Facility Users must be placed in the appropriate trash can receptacles or otherwise properly disposed of before leaving the pool area.

13. The following are prohibited in and around the Swimming Pool and may be cause for expulsion from the premises and/or disciplinary action by the Board:

- (i) tobacco products (including chewing tobacco) and/or smoking or vaping
- (ii) controlled substances and/or alcoholic beverages
- (iii) firearms
- (iv) glass containers
- (v) pets

- (vi) running, and rough play or horseplay
- (vii) diving
- (viii) skateboards, rollerblades, or other wheeled recreational equipment
- (ix) personal sound-producing equipment, speakers, or radios (unless used with earphones so as not to disturb others); or
- (x) profane language and/or gestures.

14. Inflatables are only permitted at the discretion of the Board and/or expressly approved by the Board. For safety reasons, if at any point an approved inflatable obstructs the view of swimmers, the Facility User may be asked to remove the inflatable from the pool. Water wings are permitted.

15. If thunder and lightning is observed or for inclement weather conditions, Facility Users are responsible for their own safety and for the immediate and safe evacuation of the Swimming Pool. Facility Users are responsible for their own safety and well-being, and must follow all applicable regulations, codes, and guidelines pertaining to facility use, and must refrain from using the Swimming Pool if the weather conditions, including lightning, would endanger Facility Users, or if there is a call for evacuation of the Swimming Pool. The Association, the Community Manager and their respective staff members reserve the right to close the Swimming Pool at any time to preserve the health and well-being of Facility Users.

16. Any Facility User failing to abide by instructions, posted notices and/or signage, stated policy or safety rules will be asked to leave the Swimming pool and surrounding grounds. The judgment of Association's staff or representatives with respect to safety, decorum, and sanitation will prevail.

17. Unauthorized persons and trespassers will be asked to immediately vacate the premises and may be reported to the local authorities. During non-use hours, concerned Occupants should report trespassers to local law enforcement. Outside regular hours of operation and absent written permission from the Community Manager, unauthorized persons in the enclosed Swimming Pool area (including Owner's and their guests) are deemed to be trespassers and may be reported to local authorities.

18. Facility Users should refer to posted hours (at the Swimming Pool or online) for regular hours of operation.

19. Children over the age of ten (10) are not permitted to use the splash ("kiddie") portion of a Swimming Pool or splash pad at any time.

20. For the splash pool and pad, adults aged eighteen (18) and over must be accompanied by a child, age twelve (12) and under, at all times, and a child user must be accompanied by at least one (1) adult who is responsible for the child user. There is a maximum of two (2) adults per one (1) child.

21. The Board has the right to suspend and/or revoke all pool privileges of Facility Users who violate these rules. The Declarant during the Development Period, and the Board thereafter, has the right to modify, amended, or supplement these rules at any time and from time to time.

X. CLUBHOUSE(S)

1. The clubhouse(s) and any eligible clubhouse grounds (the "**Clubhouse**") is intended for the use of events, meetings and an Owner's or Occupant's private or group reservations. Use of the Clubhouse for any other purposes is subject to Board's or Declarant approval.
2. The Clubhouse(s) may be reserved through the Association. Please refer to the Rental Policy for additional information.
3. The rules and regulations for the use of the Clubhouse (and surrounding grounds) may also be posted and should be always followed by Facility Users.

XI. PLAYGROUND

1. No improper use of playground equipment.
2. No jumping off elevated playground platforms or equipment.
3. No person over the age of fourteen (14) may use the play equipment unless assisting a younger child.
4. No playing after dark.
5. No rough play is allowed.
6. No eating or drinking while on play equipment. All litter must be placed in trash receptacles upon exit or taken with the user and disposed of properly offsite.
7. No glass or sharp objects in the playground area at any time.
8. No use of tobacco (including chewing tobacco), smoking, vaping, or consumption of alcoholic beverages is permitted.
9. Users shall not damage playground equipment, and users may be held liable for any damage.
10. Guests must be always accompanied by an Owner/Occupant and follow all posted rules and regulations.
11. Absolutely no skateboarding, skating, or roller blading at the playground is permitted.
12. Personal sound-producing equipment, speakers, or radios are strictly prohibited (unless using earphones so as not to disturb others).
13. Unauthorized persons and trespassers will be asked to immediately vacate the premises and may be reported to the local authorities. During non-use hours, concerned Occupants should report trespassers to the local law enforcement.

14. The Board has the right to suspend and/or revoke, without notice, all privileges of Facility Users who violate these rules. The Declarant during the Development Period, and the Board thereafter, has the right to modify, amend or supplement these rules at any time and from time to time.

XII. DOG PARK

It is not currently anticipated that the Community Facilities will include a dog park. This *Article XII* applies in the event a dog park is hereinafter constructed as part of the Community Facilities. The dog park is only for the use and enjoyment of Facility Users. Cooperation of all residents is needed to make the dog park fun, safe, and sanitary for all residents and guests. Residents must advise children and their guests of these dog park rules and safety precautions. The following rules must be always observed:

- 1) The dog park is open from sun up to sun down.
- 2) Dogs must be six (6) months or older.
- 3) All food, waste, and trash must be removed from the dog park.
- 4) Residents must clean up after their dog.
- 5) All dogs must be accompanied by an adult.
- 6) Children under sixteen (16) years of age must be accompanied by an adult.
- 7) No aggressive behavior is tolerated.
- 8) Dogs being treated for parasites must be cleared by a vet before entering the dog park.
- 9) All dogs are required to have current vaccinations.
- 10) The gate must be latched and closed upon entering and exiting the dog park.
- 11) No digging is permitted.

NEITHER DECLARANT NOR THE ASSOCIATION IS RESPONSIBLE FOR INJURY OR DAMAGE. USE OF THE DOG PARK IS AT YOUR OWN RISK.

If unauthorized activity in the dog park is witnessed, please contact the Association manager.

XIII. FITNESS CENTER

It is not currently anticipated that the Community Facilities will include a fitness center. This *Article XIII* applies in the event a fitness center is hereinafter constructed as part of the Community Facilities. The fitness center is a private facility for Facility Users. The following rules must be always observed:

1. All Facility Users should check with their doctor before they engage in a more physically active lifestyle or exercise program.

2. All Facility Users using the equipment in the fitness center do so at their own risk. Facility Users may be restricted from using the fitness center or specific equipment in the fitness center based on safety considerations, including recommendations of equipment suppliers or manufacturers.
3. Fitness center access may be revoked due to misuse of equipment or misconduct or violations of these fitness center rules.
4. Appropriate athletic shoes must be always worn. Sandals, Crocs™, and/or other open-toed shoes are not allowed.
5. After use, Facility Users must wipe down all equipment with the sanitation wipes provided. Workout towels are not provided.
6. All electronic devices must be used with headphones. Facility Users are responsible for providing their own headphones to be used with television-equipped cardio equipment. Facility Users should keep all audio to a personal level that is inaudible to other users.
7. Slamming or dropping of weights and equipment is not permitted.
8. All weights must be re-racked by the user.
9. Any moveable equipment must be returned to its regular location upon completion of use.
10. All Facility Users shall follow the recommendations of equipment manufacturers, including, if applicable, age, weight, and height restrictions.
11. Guests are not permitted to use the fitness center at any time unless accompanied by an Owner or Occupant.
12. Fitness center doors are not to be propped or held open under any circumstance.
13. Facility Users must swipe their Access Device to enter. Only one entry permitted at a time.
14. Pets are not permitted except to the extent a reasonable accommodation has been granted to a disabled individual.
15. Except for Association sanctioned events, there are no fitness center reservations or rentals.

XIV. TRAILS

The following rules must be always observed while using the trails and natural preserved areas adjacent thereto:

1. Dogs and other pets are allowed on the trails when accompanied by the pet's owner; provided, pets must be confined to a leash, all pet waste must be immediately picked-up and appropriately disposed of by the owner of the pet, and pets shall not unreasonably interfere with or disturb anyone else's use of the trail.

2. No loitering on the paved portions of the trail or otherwise blocking the trail, please leave the trail clear for those using it. If talking or stopping while using the trail, please make your way off of the trail to a designated off trail resting stop or cleared and graded area within 10 ' of the paved surfaces in areas clearly visible by those using the trails to avoid collisions and use caution when entering back onto the trail to resume use.
3. Observe all warning signs and trail markings, beware of grade transitions and erosion which may have impacted the stability of a trail, traction and/or left debris on the trail.
4. All Facility Users using the equipment along the trail and/or the trail itself do so at their own risk. Facility Users may be restricted from using the trail and/or specific equipment and/or buildings and improvements along the trail based on safety considerations, including recommendations of equipment suppliers or manufacturers and the physical condition of the trail and/or any improvements appurtenant thereto.
5. Electric powered bicycles and scooters are permitted on the trails provided they are operated responsibly at safe speeds and are operated in a courteous manner in consideration of others using the trail. All other motorized vehicles, including without limitation, golf-carts, motorcycles, go-karts, 4-wheeled vehicles mopeds, and all gas-powered vehicles are prohibited (unless operated by the Community Manager, the Association or its agents, or otherwise being used in conjunction with maintenance operations for the trail).
6. Be aware of your surroundings, including without limitation, standing water, stream crossings, and wildlife. The trail borders a natural habitat, and trail users may encounter wildlife. Disturbing wildlife is prohibited. Wading into water on the trail is prohibited.
7. No hiking, hunting, fishing, mountain biking in preserved natural areas outside the paved trail system and areas immediately adjacent thereto is permitted.
8. As the trail may be located and traverse areas close to or adjacent to houses, noise levels should be kept at reasonable levels. All or portions of the trail may not be lighted for use after dark. While flashlights are allowed on the trails after dark, no lights, cameras and/or other lighting device and recording equipment shall be directed by a Facility User into any portion of any private area, house and/or business when using and/or on the trail.

XV. LAKES AND WATER BODIES

The following rules must be always observed while using the lakes and water bodies:

1. No swimming, diving or wading in the lakes or water bodies is permitted.
2. No motorized boats and/or watercrafts and no other boats, kayaks or other similar boats or watercrafts are permitted unless expressly allowed on posted signs at specific sites of the lakes or water bodies. Use of any permitted boat must conform to applicable law, including without limitation, having a life jacket for each user of the watercraft, if applicable.
3. No fishing is permitted, except in areas expressly designated for fishing with a posted sign.

4. Be aware of your surroundings, including without limitation aquatic animals, snakes, and other wildlife.
5. Do not release domestic ducks, swans, geese and other waterfowl or fish in the lakes, streams, or other water bodies as they compete with wildlife for resources, are not suited to predators and can become a health and safety hazard and nuisance and are subject to removal.
6. Beware of inundation and fluctuating water levels as lakes and water bodies may be located in flood plains, or flood ways and are subject to rising flood waters. Lakes and other water bodies are also subject to siltation, floating and/or submerged obstructions and debris accumulation (including logs, tree limbs, rocks etc.) and/or floating and/or submerged water circulation devices and appurtenant improvements, storm drain (inflow and outflow facilities), currents and other improvements that may or may not be readily visible and/or apparent above the water surface.
7. No littering, dumping of chemicals or trash.
8. Observe all posted signs.

XVI. CONFLICT

In the event of any conflict between these Guidelines and the Covenant, the Covenant shall control.
In the event of any conflict between these Guidelines and the Bylaws, the Bylaws shall control.

XVII. FACILITY USER'S AGREEMENT

The Facility Users Agreement may be modified and/or amended at any time and without advance notice by the Board and/or the Declarant. Additionally, any pre-rental inspection and/or post-rental inspection requirements and check lists provided by the Association and/or its staff to a Member (renter) shall also become an additional requirement of the Facility User's Agreement. In case of a conflict between the provisions of the Facility User's Agreement and any pre-rental inspection and/or post-rental inspection requirements and check lists, the more stringent of the provisions shall apply.

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SCHEDULE 1
TO COMMUNITY FACILITIES USER GUIDELINES
COMMUNITY FACILITIES HOURS OF OPERATION, OCCUPANCY LIMITS AND DEPOSITS

Names, addresses and information are subject to change without advance notice.

Association Representative Office Hours

Monday-Friday 9:00 AM –5:00 PM

Saturday and Sunday: CLOSED

Association Representative: Community Manager
Club Palmetto - Onsite Office
10060 Preserve Way
Conroe, Texas 77385
Main Phone Number (Offsite): (281) 857-6027
On Site Office Phone: (936)266-0380
Direct Line (No Text Messages): (346) 235-3690
E-mail: harpers-CSM@lead-inc.com

After Hours Contact: 281-857-6027

After Hours Instructions: After hours contact, please leave a message and an afterhours manager on duty will return the call.

Lifestyle Director Office Hours:

Flex Days and Flex 40 – Hour Work Week – Due to community event schedules

To schedule an advance appointment to discuss a reservation request and/or to take a tour of leasable Community Facilities please contact:

Harper's Preserve Lifestyle Director: Attn.: Mr. Kory Johnson
Club Palmetto - Onsite Office
10060 Preserve Way
Conroe, Texas 77385
Office: 936-266-0357
Cell Phone or Text: 346-291-5130
E-Mail: Lifestyledirector@harperspreserve.com

Club houses and grounds

Hours of Operation: **Monday-Friday 9:00 AM – 10:00 PM**

- East Village- Club Palmetto Maximum Building Occupancies:
 - **Area 5 and Bonus Area 1-** Banquet Hall, Catering Kitchen and Banquet Hall Restrooms
Occupancy Limit not to exceed the greater of 126 persons or such greater amount as allowed by regulating authorities.
 - **Area 10 -**Meeting Hall and Restrooms Occupancy – Not to exceed 25 persons or such greater amount as allowed by regulating authorities.
- West Village- Pool Barn- Maximum Occupancy: Not to exceed such amounts allowed by the regulating authorities.
- Selected areas available for rental by written reservation ONLY subject to the Community Facilities Rental Agreement.

- Rental fees (“**Rental Fees**”) and Deposits apply to selected areas and reservations for private events (renter must request a current schedule of fees and Deposits in effect prior to making any reservation):
- Owners and Occupants should refer to the Rental Policy for further details, responsibilities, and obligations.

Pools and Splash Pool/Pad

CLOSED – October through April

May 1st to Memorial Day– OPEN -weekends only 10:00 AM – 8:00 PM (CLOSED-Monday thru Friday)

Memorial Day through Labor Day -Tuesday-Sunday 10:00 AM – 8:00 PM (CLOSED-Mondays)

Labor Day thru September –OPEN-weekends only 10:00 AM – 8:00 PM (CLOSED-Monday thru Friday)

- Maximum Pool Area Occupancy (Club Palmetto Pool): 172 swimmers.
- Maximum Pool Area Occupancy (Pool Barn Pool):79 swimmers
- Rental Fees and Deposits for specific Pool deck areas only may apply to private events and Reservations.

Playgrounds and Lake Hours of Operation: Hours of operation: daily 8:00 AM to dusk

Trails: Open 24 Hours daily

This Schedule 1 is subject to change from time to time without notice and may differ depending on the type of event. Please contact the Board or Community Manager for the current hours of operation, occupancy limits, and Deposits.

**EXHIBIT A
TO COMMUNITY FACILITIES USER GUIDELINES**

FACILITY USER'S AGREEMENT

Community: Harper's Preserve Community Association, Inc. (the "Association")

I, for myself, and any minor identified below, agree to the following terms and conditions, which serve to supplement any other agreement or rules pertaining to the use of any of the Community Facilities or common area property:

1. **Use of Community Facilities or Community Properties.** I agree that entry upon or use of any property owned, managed, or controlled by the Association, including any common element or common area property ("Community Properties"), amenities, facilities, and recreational areas (the "Subdivision Facilities", together with the Community Properties, the "Property") is at my/user's own risk. I agree to follow all of the Association's use rules with regard to the Property.

2. **RELEASE.** I, ON MY OWN BEHALF AND ANY MINOR IDENTIFIED BELOW, AGREE TO HOLD HARMLESS AND RELEASE THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, INCLUDING PROPERTY DAMAGE OR PERSONAL INJURY CLAIMS, ARISING OUT OF OR RELATING IN ANY WAY TO MY ENTRY UPON OR USE OF THE PROPERTY.

On behalf of any minor(s) identified below, I represent that I am a legal guardian, and all releases and acknowledgements provided herein shall apply to the minor(s).

AGREED AND ACCEPTED:

MEMBER 1- PRINTED LEGAL NAME:

ADDRESS:

SIGNATURE: **DATE:**

MEMBER 2 - PRINTED LEGAL NAME:

SIGNATURE: **DATE:**

FOR ANY MINORS:

MINOR 1- PRINTED LEGAL NAME:

MINOR 2- PRINTED LEGAL NAME:

MINOR 3- PRINTED LEGAL NAME:

MINOR 4- PRINTED LEGAL NAME:

**EXHIBIT B
TO COMMUNITY FACILITIES USER GUIDELINES**

**COMMUNITY FACILITIES
RENTAL POLICY**

1. Only eligible Members of Harper's Preserve Community Association, Inc. who are 21 years of age or older may rent the Clubhouse. Organizations and/or individuals may not assign use rights. The Member must always be present. Requests and reservations will only be considered for eligible Members who are Members in "good standing" with the Association at the time of the reservation and during the period leading up to and including the day of the event. A Member is in good standing with the Association if the Member:
 - a) Has paid up to date all Assessments and has no delinquent financial obligations to the Association.
 - b) Is not in violation of any deed restrictions according to the Association's records; and
 - c) Has not failed to comply with all terms of a judgment obtained against the Member by the Association, including the payment of all sums due the Association by virtue of such judgment.

2. The Association reserves the right (but not the obligation) to refuse rental service. Reservations must be requested a minimum of thirty (30) days prior to the rental date but cannot be requested sooner than one hundred and eighty (180) days prior to the proposed rental date. Reservations requested outside the timeframe are subject to refusal. Rental reservations may only be accepted for those portions of the Community Facilities that the Board and/or Declarant makes available for rental. These may change from time to time without advance notice.

3. The use of the Community Facilities by Members may be restricted at the discretion of the Board for delinquent Association dues, violation of Association Rules and Regulations, or deliberate abuse of the Community Facilities or Community Properties. At the time of execution of this Agreement, and at the time of Member's event, Member must be in good standing with the Association and current in the payment of all Assessments and other amounts owed to the Association. Failure to remain in good standing at any time prior to the event is cause for termination of the Reservation.

4. Use of the Community Facilities is subject to the terms of the policies, procedures and rules contained in the Documents, any maximum occupancy restrictions for Community Facilities and all Applicable Law.

5. Security Requirements- When security is required, security in the amounts prescribed must be present during the entirety of the event until all attendees vacate the premises and all security shall be paid for by the Member (renter). The organizer of any private event (where no alcohol is to be served) at which there will be fifty (50) or more attendees will be required to hire at least (1) uniformed security officer for the event. An organizer of any private event at which alcohol is

served and there will be between twenty-five (25) and forty-nine (49) attendees shall be required to hire a minimum of one (1) uniformed officer. An organizer of any private event at which alcohol is served and there will be (50) or more attendees shall be required to hire a minimum of two (2) uniformed officers. Notwithstanding anything contained herein to the contrary, the Association, in its sole and absolute discretion, may require the hiring of security (with a specified number of uniformed officers) at any event for any reason including but not limited to size of a group, nature of the event and proposed activities, duration of the event, live entertainment and/or past experiences with a group and/or individuals. Security officers must be always in uniform during the event and shall be unrelated to the renter and not be related to the renter (i.e., not a family member) and shall not be a guest of the renter at the event.

6. 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.
7. 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 the event or at the time when the professional bartending service leaves the event. No alcoholic beverages will be served at any time to any person who is under 21 years old or to any intoxicated person. Members acknowledge that the Association does not hold or maintain a liquor license, and this provision does not constitute a liquor license or permission to serve alcohol. Members will be solely responsible for compliance with all applicable laws, including but not limited to the liquor license laws of the State of Texas. No alcoholic beverages shall be served or consumed outside the Clubhouse premises as part of Member's event. If any persons under the age of 21 attending the event, whether invited or uninvited, bring alcoholic beverages onto the premises, Member shall take action to have such beverages removed from the premises. If necessary, Member will notify the law enforcement to seek assistance with the enforcement of this rule. At any event in which most of the attendees are under 21 years old, Member 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 or within the Community Facilities, Member shall take action to have such activities stopped, and if necessary, notify law enforcement to seek assistance. Members agree to arrange alternative transportation for any attendee who is unable to drive away safely and responsibly from the event due to intoxication. Member agrees that Member is solely responsible for any claim or liability that arises because of and/or in connection with the serving of alcoholic beverages at Member's event.
8. Due to multiple scheduling of events, all reservations must begin and end at the time indicated on the Facility Use Agreement. There will be no refunds issued for time reserved and not utilized. Members shall arrange and coordinate 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 on the day of the rental there will be a predetermined daily storage fee that will be deducted from the Deposit. Members 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 Member (renter) must discuss it and confirm it in writing with the Association staff during the rental scheduling and prior to the reservation confirmation to ensure the request does not impede on any other rentals scheduled and to make sure that any additional cost that may be incurred is paid by the Member

(renter). Monetary fines may be assessed on renters who have not properly cleaned up and/or vacated the premises within specified times. Fines may be increased for periods when failure to clean and/or vacate within specified times interferes with (as determined in the sole discretion of the Board and/or its staff) another scheduled event. It is the responsibility of the Member (renter) to coordinate and communicate all requirements and all equipment to be used in advance of and/or at the time of placing the reservation.

9. Members are responsible for all of their own set-up and clean-up and for coordination with any third-party consultants for their private events.
10. Tables, chairs, cushions and/or other furniture which is authorized for use by the Association for the event can be rearranged but must be carried to the event location and returned to the original location (or storage as directed by the Association) in good working order when the event is completed. Any damage should be promptly reported to the Community Manager when discovered.
11. Pillar or votive type candles are not permitted during rentals. Birthday candles used on a birthday cake are the only acceptable candles at rental events. All table centerpieces and other decorations must meet fire & safety codes/regulations (i.e., no open flames except birthday cake candles). Table coverings and/or protective coverings must be used on any table or surface where food, beverages, markers, crayons, or any other liquids will be used. Plastic, paper, or cloth varieties are permitted (provided they allow the appropriate protection considering the nature of the activity) and must be provided by the Member (renter) prior to the commencement of activities (which includes any food and beverage service). No tape, glue tacks, nails and/or staples are permitted to be used to attach table coverings and/or protective coverings to any surface.
12. Member must furnish all necessary supplies and equipment including chafing dishes, serving utensils, coffee supplies, paper products, cleaning products, devices for audio visual use (such as a microphone, phone, laptop, iPad, correct format connection cords) and any additional tables and chairs. Linens, table coverings, protective coverings, serving ware, extension cords and ladders are NOT provided. Table coverings and/or protective coverings must be used on any table or surface where food, beverages, markers, crayons, or any other liquids or material that can damage Association property will be used. Plastic, paper, or cloth varieties are permitted (provided they allow the appropriate protection considering the nature of the activity) and must be provided by the Member (renter) prior to the commencement of activities (which includes any food and beverage service). **ABSOLUTELY NO tape, glue tacks, nails and/or staples are permitted to be used to attach table coverings and/or protective coverings to any surface.** There may be limited areas and access where hard-wired audio-visual panels and wireless connectivity can be made available; however, use of the AV system is on a first come first serve basis and if the system cannot meet the needs of the multiple private events occurring at the same time, the Association staff may assign priority for use. The Association does not guarantee the effectiveness and/or operation of the AV system for a particular event as the system is subject to normal wear, programming issues, wear and tear typical to most electronically controlled and or computerized systems. It shall be the responsibility of the renter to confirm the need to use Community Facility equipment at the time the Rental Reservation Form is submitted and to request and schedule instruction with the appropriate Association staff concerning operation and use before the day of the event to ensure the renter understands the devices and/or cords that will need to be supplied and that they

understand how to operate the equipment. Access to cable and Wi-Fi service may be subject to the provisions of, quality of and/or interruption of such services by service providers. In the event that use of audio-visual equipment is required for an event, the Member (renter) may consider contracting with a third-party vendor (with the approval of the Association) for the provision of audio and/or visual equipment and guarantee of audio and/or visual use sufficient to host the proposed event. Association Fees shall not be refundable in the event of a failure of the Association, Wi-Fi, cable, and or audio-visual equipment during a private event.

13. 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, fences or light poles. Decorations may be hung only with Wacky Tacky or 3M Command™ hooks and strips or similar products that won't cause stripping. **ABSOLUTELY NO tape, nails, staples, tacks, thumbtacks, glitter, piñatas or confetti allowed.** Any damage and/or stripping caused to any Community Facility shall be repaired at the sole cost and expense of the Member (renter).
14. No bird seed, rice, glitter, confetti, silly string, helium balloons or fireworks are allowed anywhere on the Community Facility property.
15. NO OUTSIDE EQUIPMENT, including but not limited to personal cooking devices, smoke machines, bubble machines, snow machines, inflatable units, and special lighting shall be permitted within the Community Facilities and premises without the advanced written consent of the Association. The Association reserves the right to prohibit outside equipment and/or rental services from being brought into or onto the Facilities if it will potentially create additional risk to the Facility or furnishings or necessitate additional custodial or staffing services. The Association reserves the right to require additional insurance requirements and any other regulations for any equipment that is brought onto the premises. No heating equipment shall be brought into Community Facility buildings (except for a caterer's warming devices). The sound level of musical or sound equipment may be monitored by the Association (including but not limited to the Lifestyle Director, Community Manager and/or and such other authorized personnel) and the Association reserves the right to require a Member (renter) to reduce sound levels if deemed necessary depending on location and hours of operation. Failure to reduce sound levels upon request by the Association (and or its management representatives) can result in immediate termination of the event and Deposit forfeit.
16. All leased areas (and areas incidental thereto) are required to be returned to the condition they are received to be ready for the next event. A cleaning check list will be provided at your event. You will be responsible for signing in and out at the end of your event to ensure that the check list is complete, or you will be subject to forfeiture of some portion of or all Deposits. In case of a conflict between the provisions of the Facility User's Agreement and any pre-rental inspection and/or post-rental inspection requirements and check lists, the more stringent of the provisions shall apply. Items will include (to extent applicable to the area rented) but not be limited to:
 1. Verify that any third-party vendor used on the rented premises has provided insurance limits and named the Association as "Additional Insured" on vendor's insurance policies and provided evidence in writing to Association staff as soon as possible after the reservation is made and before the day of the event.

2. Verify the table (by table type) and chair count for any tables and chairs that are reserved for use and supplied by the Association (prior to and following the private event).
 3. All outside equipment supplied, outside furniture and decorations including adhesives must be removed and disposed of.
 4. All trash (including but not limited to any trash that may have been carried by the winds offsite) is to be bagged in plastic bags and disposed of offsite (unless on onsite trash cans and/or a dumpster is made available for such purposes, and it is not already full). All spills and stains should be cleaned and removed.
 5. Vacuum carpet and floor when applicable (vacuum provided).
 6. Sweep and mop all floors (i.e., including but not limited to kitchen floor, clubhouse, bathroom). All spills and stains should be cleaned and removed.
 7. All tables, chairs and cushions to be cleaned and disinfected (cleaning supplies provided). All spills and stains should be cleaned and removed.
 8. Kitchen countertops, sinks, ice machines, ovens, microwaves, dishwashers, and refrigerator must be left clean (inside and outside) and completely emptied. All appliance doors must be in a fully closed position (including refrigerator and any freezers or ice machines). All spills and stains should be cleaned and removed.
 9. Association tables, chairs, cushions, and all furniture must be restored to the original set up (or properly organized and stored as required by the Association).
 10. All counters need to be wiped down and sanitized. All sinks and sink drains and floor drains need to be cleared of debris, unclogged, and cleaned. All toilets need to be flushed, cleared, and cleaned in the bathrooms.
 11. Sweep up all exterior porches, patios and paved surfaces used for the event and dispose of any debris.
 12. Report any visible or experienced maintenance problems (i.e. lightbulbs burned out, water leaks, cooling and/or heating problems, bathroom issues, door latch failures).
 13. Turn off lights, ceiling fans, water faucets and any equipment. Return all thermostats to the proper settings if manually adjusted by the Member (renter). All spills and stains (inside or outside) should be cleaned and removed.
 14. Failure to properly secure the building and/or lock up (as required by the Association staff's requirements) will forfeit the renter's return of the Deposit.
17. The Association reserves the right to approve or deny an owner's request to use certain caterers, vendors, designers, rental companies, disc jockeys, bands and other parties supplying goods or services. The Association reserves the right to request a certificate of insurance for any event.
 18. Rentals are for the specific areas indicated on the rental receipt and do not allow for use of other areas within the Community Facilities. The Member (renter) is responsible for ensuring that guests remain in the area reserved. The non-renting Members shall have access to the other portions of the Community Facilities not subject to the areas designated on the rental receipt during the event.

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COMMUNITY MANUAL

Exhibit B to ATTACHMENT 1 – COMMUNITY FACILITIES USER GUIDELINES

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There may also be dual use of a Community Facility (i.e., including but not limited to pools, playgrounds and splashpads) for both a private event and for the general members not part of the private event. If there are questions about the Member's (renter) exclusive use of a portion of a Community Facility, those questions by the Member (renter) and answers from the Association representative for clarity should occur prior to the time that the rental reservation is made.

19. No more than one (1) private event at a time may have access to the pool on any given day. The number of guests of the party accessing the pool area may not exceed twenty-five (25) guests each and may not exceed more than two (2) hours. Members are responsible for their guests and anyone not following pool rules may be cause for terminating party access immediately to the pool and may be subject to further sanctions including loss of pool privileges for a period as determined by the Association. Guest access to the pool area will be allowed during posted lifeguard hours. Members must obtain wristbands for attendees from the lifeguard staff on the day of the private event. Attendees and guests must enter and exit the main gates for pool access.
20. Guests will not be permitted to remain in their cars, the parking lot, or on the streets or sidewalks except upon arrival and departure. Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving or departing the event.
21. If additional event staff, other than those currently working, are called to the Community Facility to respond to a non-emergency that is not the fault or responsibility of the Association, Member will be billed a minimum of \$150.00 for the first hour and \$75.00 per hour thereafter for services rendered. (Example: pulled fire alarm with no threat of fire, damage requiring immediate attention, etc.).
22. The amount to be paid to the Association for Rental Fees, Deposits, cleaning fees ("**Cleaning Fees**"), cancellation fees, convenience fees (for use of credit card payments) and other fees and charges associated with and/or incident to any rental (collectively called "**Fees and Deposits**") may be modified from time to time without advance notice by the Board and/or the Declarant. The Member (renter) should request the most current list of Fees and Deposits in effect at the time the reservation is made. Notwithstanding the forgoing, if the proposed event is to include activities which, in the discretion of the Association, create additional risk to the Community Facility, furnishings and equipment and/or necessitates potential additional custodial and/or security services, the Association is authorized to require additional amounts as management deems commensurate with the additional risk, security and/ or services.
23. Declarant, during the Development Period, and the Board, thereafter, reserves the right to modify, amend and supplement these policies, checklists, Fees and Deposits, procedures, and THE MEMBER RENTAL RESERVATION FORM at any time and from time to time without advance notice.

EXHIBIT C
TO COMMUNITY FACILITIES USER GUIDELINES
MEMBER RENTAL RESERVATION REQUEST FORM

Illegible form entries by a member may be rejected, please clearly and legibly type or print.

A. EVENT REQUESTED TIME & DATE: See Schedule 1 of the "COMMUNITY FACILITY USER GUIDELINES" for the Hours of operation for Community Facilities. Requested reservation times must be within the open hours of operation on days that the Community Facility is open.

Requested event date: -
Day of Week - Day - Month - Year

Requested Event Time: - Start: End:
Total Duration (i.e. 2-hours) - (Start :10:00 a.m.-End: Noon)

B. NUMBER OF PERSONS ATTENDING: Must have at least 1 Adult (21 + years old) Member attending.

# of Adults who are also Members		<input type="text"/>
# of Non-Member Adults (21 years old +):	+	<input type="text"/>
# of Children (16 Years old +):	+	<input type="text"/>
# of Children (Less than 16 Years old):	+	<input type="text"/>
Total Number of Persons Attending:	=	<input type="text"/>

C. EVENT TYPE AND DESCRIPTION:

Type of Event:

(i.e., birthday party, engagement dinner, football playoff party, educational presentation)

Event Description: Brief but complete and accurate description of what the premises are to be used for and any sequence of the events to occur to give Association staff a good idea of what will transpire at the event:

(For example, "A birthday party for my 12-year-old son/daughter for his /her friends with a movie and pool use that may require both indoor and outdoor spaces for a maximum of 10 children and 2 supervising adults (who are both members) with the need for tables and chairs for all 12 people for cake and ice cream. We plan on having cake and ice cream and opening presents first followed by an hour or so of swimming in the pool before the kids are picked up.")

D. EVENT FURNITURE RESERVATION REQUEST: There are a limited number of event tables and chairs that can be supplied by the Association, and these are subject to damage from an event so reservations by a renter should take this into account and have a contingency plan just in case. Patio furniture may be available in limited quantity or may not be available for use if needed to serve existing residents for areas not included in the lease areas. Information on about the number and types of Association owned tables, chairs and patio furniture that can be made available at a particular Community Facility for indoor use only or indoor and outdoor use will need to be verified and coordinated with Association staff as part of the Private Rental Order ("PRO") after submitting this Member Rental Reservation Request Form.

E. AREA(S) RESERVED/ACCESSED: (Indoor maximum occupancy by fire code is indicated in parenthesis by Area)

South Village -Club Palmetto Lease Areas- Please see map attached of "Map 1-Club Palmetto Lease Areas Plan" attached hereto for locations and configurations. Renters can select areas from the individual areas list below or select pre-programmed packages which contain preselected groups of areas. Preselected packages will typically be for larger private events with a greater number for people needing multi-functional space.

PACKAGE AREAS AVAILABLE FOR LEASE FOR LARGER GROUP PRIVATE EVENTS: Small groups may be restricted from leasing packages or multiple areas that exceed the need for their event by Association staff to balance the needs of the event against the use of Community Facilities for the members or other renters. Check mark(s) next to all those areas that apply to the Member reservation request:

Club Palmetto Package No. 1 (Indoor Event with covered outdoor receiving porch and roll top bar)

Area 3 -East Pavilion- **Zone A**-Tasting Porch East & **Zone B**- Pavilion East

Area 5 - Banquet Hall-**Zone A**- Banquet Hall & **Zone B**- Bathrooms (Max 126 Persons incl. Bonus Area 1)

Bonus Area 1- Catering Kitchen

Add on adjacent Areas selected from the individual list below (shown with a check mark)

Club Palmetto Package No. 2- Indoor/Outdoor w/ covered porch, outdoor area next to pool and roll top bar)

Area 3 -East Pavilion- **Zone A**-Tasting Porch East & **Zone B**- Pavilion East

Area 5 - Banquet Hall-**Zone A**- Banquet Hall & **Zone B**- Bathrooms (Max 126 Persons incl. Bonus Area 1)

Area 6 -Pool Café Patio

Bonus Area 1- Catering Kitchen

Add on adjacent Areas selected from the individual list below (shown with a check mark)

Club Palmetto Package No. 3 - Indoor/Outdoor Event

Area 1- Gathering Place- **Zone A**-Palmetto Green & **Zone B**- Canopy Zone

Area 3 -East Pavilion- **Zone A**-Tasting Porch East & **Zone B**- Pavilion East

Area 5 - Banquet Hall-**Zone A**- Banquet Hall & **Zone B**- Bathrooms (Max 126 Persons incl. Bonus Area 1)

Area 9- Palmetto Crescent

Bonus Area 1- Catering Kitchen

Add on adjacent Areas selected from the individual list below (shown with a check mark)

Club Palmetto Package No. 4 - Outdoor Event only with Food Truck Court

Area 1- Gathering Place- **Zone A**-Palmetto Green & **Zone B**- Canopy Zone

Area 2- Food Truck Court

Area 3 -East Pavilion- **Zone A**-Tasting Porch East & **Zone B**- Pavilion East

Area 9- Palmetto Crescent

Add on adjacent Areas selected from the individual list below (shown with a check mark).

Club Palmetto Package 5- Outdoor gathering, and indoor meeting and/or presentation

Area 4-West Pavilion-**Zone A**-Tasting Porch West & **Zone B**-Pavilion West

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COMMUNITY MANUAL

Exhibit C to ATTACHMENT 1 - COMMUNITY FACILITIES USER GUIDELINES - Rental Reservation Request

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Renter Initials

Area 9- Area 9- Palmetto Crescent

Area 10- Meeting Hall(indoor) with bathrooms and AV

INDIVIDUAL AREAS AVAILABLE FOR LEASE: Check mark(s) next to all those areas that apply to the Member reservation request (if more than 1 individual Area is selected, Areas selected must be adjacent to each other and smaller private events may be restricted from leasing Area groups that are larger than needed for their event):

- Area 1- Gathering Place- Zone A-Palmetto Green & Zone B- Canopy Zone
- Area 2 -Food Truck Court
- Area 3 -East Pavilion- Zone A-Tasting Porch East & Zone B- Pavilion East
- Area 4 -West Pavilion-Zone A-Tasting Porch West & Zone B-Pavilion West
- Area 5 - Banquet Hall-Zone A- Banquet Hall & Zone B- Bathrooms (Max 126 Persons incl. Bonus Area 1).
- Area 6 -Pool Café Patio
- Area 7- Adult Pool Party Area
- Area 8- Pool Deck West
- Area 9- Palmetto Crescent
- Area 10- Meeting Hall with bathrooms
- Bonus Area 1- Catering Kitchen
- Bonus Area 2 -Vendor Serving Window
- Bonus Area 3- Cooking Deck

ACCESSED ONLY-NOT RESERVED, FOR LEASE AND NOT EXCLUSIVE USE:

- Pool/Splash Pad Access

of Guests - In addition to areas designated above, pool access for private events are requested for the number of guests provided in the blank preceding this sentence. Not to exceed a maximum of twenty-five (25) guests and the pool is used concurrently with the members not attending the private event. The Member (renter) is required to have all parents of children participating in the pool party execute a release of liability in the form required by the Association and provide a written signed copy of such release to the Association staff prior to the private event. Children 10 years of age or older are not permitted to use the splash pad. If the number of guest swimmers is equal to 3 or more (up to a maximum of 25), the renter will have to pay for an additional lifeguard for the entirety of the event. Additional lifeguards (if required) are scheduled with the third-party consultant by the Association Staff; however, payment for services is made directly by the Member to the third-party consultant.

West Village -Pool Barn Lease Areas- Please see map attached of "Map 2- Pool Barn Lease Areas Plan" attached hereto for locations and configurations. Check mark(s) next to all those areas that apply to the Member reservation request:

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COMMUNITY MANUAL

Exhibit C to ATTACHMENT 1 – COMMUNITY FACILITIES USER GUIDELINES – Rental Reservation Request

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Renter Initials

PACKAGE AREAS AVAILABLE FOR LEASE FOR LARGER GROUP PRIVATE EVENTS: Small groups may be restricted from leasing packages or multiple areas that exceed the need for their event by Association staff to balance the needs of the event against the use of Community Facilities for the members or other renters. Check mark(s) next to all those areas that apply to the Member reservation request:

Pool Barn -Package 1 – Covered outdoor spaces.

- Area 1- Pool Barn Banquet Hall
- Area 3 – Outdoor Kitchen
- Add on adjacent Areas selected from the individual list below (shown with a check mark).

INDIVIDUAL AREAS AVAILABLE FOR LEASE: Check mark(s) next to all those areas that apply to the Member reservation request (if more than 1 individual Area is selected, Areas selected must be adjacent to each other and smaller private events may be restricted buy Association staff from leasing Area groups that are larger than needed for their event to balance the rights of Members to use portions of the Community Facilities and/or allow for other groups to reserve areas):

- Area 1- Pool Barn Banquet Hall
- Area 2 – Gathering Green
- Area 3 – Outdoor Kitchen
- Area 4 – Pool Patio
- Area 5 – Food Truck Zone
- Bonus Area 1 – Bocce Court
- Bonus Area 2 – Corn Hole Court

ACCESSED ONLY-NOT RESERVED, NOT FOR LEASE AND NOT EXCLUSIVE USE:

Pool/Kiddie Pool Access:

of Guests - In addition to areas designated above, pool access for private events is requested for the number of guests provided in the blank preceding this sentence. Not to exceed a **maximum** of twenty-five (25) guests and the pool is used concurrently with the members not attending the private event. The Member (renter) is required to have all parents, children participating in the pool party execute a release of liability in the form required by the Association and provide a written signed copy of such release to the Association staff prior to the private event. Children 8 years of age or older are not permitted to use the Kiddie Pool. **If the number of guest swimmers is equal to 3 or more (up to a maximum of 25), the renter will have to pay for an additional lifeguard for the entirety of the event. Additional lifeguards (if required) are scheduled with the third-party consultant by the Association Staff; however, payment for services is made directly by the Member to the third-party consultant.**

F. **MEMBER CONTACT INFORMATION:** The Association may contact a Member by phone, e-mail, text and/or by sending correspondence to their place of residence within the Community.

Member Name(s) - If more than 1 please print both persons full name (i.e. First and Last)

Member's Property Address in the Community

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COMMUNITY MANUAL

Exhibit C to ATTACHMENT 1 – COMMUNITY FACILITIES USER GUIDELINES – Rental Reservation Request

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Renter Initials

Member -Primary Contact Person:

Member Full Name:

Member Cell Phone (call or text) Number:

Member E-mail Address:

Member-Secondary Contact Person (if any):

Member Full Name:

Member Cell Phone (call or text) Number:

Member E-mail Address:

- G. **ALTERNATE CONTACT INFORMATION:** Alternate Contacts must be reliable and capable of receiving and transmitting information to the Primary and/or Secondary Member Contacts if and when a message and/or supplemental information is transmitted by the Association.

Alternate Contact- Full Name:

Alternate Contact- Cell Phone (call or text) Number:

Alternate Contact - E-mail Address:

Alternate Contact Relationship to Member (i.e., Friend/Family Member):

- H. **VENDOR INFORMATION:** Vendor contacts, equipment and information (if any) must be provided by the Member to the Association for approval in advance. The Member shall ensure that the Association shall be named as additional insured on all vendor insurance policies and provide evidence of the amounts of insurance available and the Association's endorsement on such policies as "additional insured" in writing to the Association as soon after the reservation as possible but in any event prior to the day of the private event and/or prior to the entry of a vendor onto the premises of a Community Facility.

Vendor No. 1: Company Name:

Vendor Contact- Full Name:

Vendor Contact- Cell Phone (call or text) Number:

Alternate Contact - E-mail Address:

Services to be performed and Equipment to be used on site:

Vendor No. 2: Company Name:

Vendor Contact- Full Name:

Vendor Contact- Cell Phone (call or text) Number:

Alternate Contact - E-mail Address:

Services to be performed and equipment to be used on site:

Vendor No. 3: Company Name:

Vendor Contact- Full Name:

Vendor Contact- Cell Phone (call or text) Number:

Alternate Contact - E-mail Address:

Services to be performed and Equipment to be used on site:

Vendor No. 4: Company Name:

Vendor Contact- Full Name:

Vendor Contact- Cell Phone (call or text) Number:

Alternate Contact - E-mail Address:

Services to be performed and Equipment to be used on site:

- I. **ROOM RENTAL FEES, CLEANING FEES & DEPOSITS:** Please see attached the Private Rental Order- Schedule 1 for Association Community Facility Fees and Deposit Requirements. This schedule includes the fees that must be paid for use of the Community Facility(s), Fees and Deposits and lifeguard fees (“Lifeguard Fees”) as well as the policies for refunds and loss of Deposits. This form is subject to change without advance notice.
- J. **CANCELLATIONS:** 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 Fee and Deposits will be returned.

K. NOTIFICATIONS TO THE ASSOCIATION: All notifications and information provided to the Association addressing all matters covered by this MEMBER RENTAL RESERVATION FORM and the RENTAL POLICY must be made in writing to the following:

PRIMARY CONTACT:

Attn.: Mr. Kory Johnson,
Harper's Preserve Lifestyle Director:
Club Palmetto – On Site Office
10060 Preserve Way
Conroe, Texas 77385
On-Site Phone: 936-266-0357
Phone: 346-291-5130
E-Mail: Lifestyledirector@harperspreserve.com

**WITH A COPY SENT TO
SECONDARY CONTACT:**

Community Manager
Club Palmetto - Onsite Office
10060 Preserve Way
Conroe, Texas 77385
Main Phone Number (Offsite): (281) 857-6027
On Site Office Phone: (936)266-0380
Direct Line (No Text Messages) : (346) 235-3690
E-mail: harpers-CSM@lead-inc.com

IF AN AFTER-HOURS NOTIFICATION IS REQUIRED, USE THE FOLLOWING AND FOLLOW UP IN WRITING.

After-Hours Contact 281-857-6027

After-Hours Instructions: After hours contact, please leave a detailed message and an afterhours manager on duty will return the call.

L. AGREEMENTS AND ACKNOWLEDGEMENTS. I certify to the Association that the information provided in this Rental Request Form is true and correct and that if information changes, I agree to submit such changed information for advance written of the Association in advance of the private event. I have been provided with the "COMMUNITY FACILITIES RENTAL POLICY" and I agree to comply with it (including but not limited to any supplemental instructions, check lists, rules and regulations provided by the Association and Association staff). I confirm that if I do not follow the COMMUNITY FACILITIES RENTAL POLICY it (including but not limited to any supplemental instructions, check lists, rules and regulations provided by the Association and Association staff) that I have been I confirm that will be in attendance throughout the entire length of the event, and I understand that if I leave the event, this contract will become null and void, the event will end, and the Deposits 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 all of my guests, vendors and invitees. I have read and fully understand the terms of this agreement and the policies set forth in the "COMMUNITY FACILITIES RENTAL POLICY" and by signing this document, I agree to adhere to all terms of this Facility Rental Reservation Form, Community Facilities User Guidelines, the {122602/00001/01675458.DOCX 2 }

7 HARPER'S PRESERVE COMMUNITY ASSOCIATION, INC.

COMMUNITY MANUAL

Exhibit C to ATTACHMENT 1 – COMMUNITY FACILITIES USER GUIDELINES – Rental Reservation Request

Facility User's Agreement, the Private Rental Order and all the other policies, conditions, requirements, instructions, procedures, guidelines and rules of the Community and the Association in regard to the use of the Community Facilities. I understand that in case of emergency I have been instructed to contact 911 first and thereafter as soon as I can to follow up and notify the Association in writing of any emergency that occurred at the private event. I also understand that the pages of this MEMBER RENTAL RESERVATION REQUEST FORM are formatted in such a manner as to include an area that may be initialed by the signatories to this form; however, in the event such pages are not initialed by the signatories to this form, this form and all such pages that are and are not initialed by such signatories shall nonetheless still be effective in all respects .

M. RELEASE OF LIABILITY AND ALL CLAIMS. I CERTIFY TO THE ASSOCIATION THAT I AM 21 YEARS OF AGE OR OLDER AND I AGREE TO HOLD HARMLESS, RELEASE AND INDEMNIFY THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, CONSULTANTS, CONTRACTORS AND EMPLOYEES (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, INCLUDING PROPERTY DAMAGE AND/OR PERSONAL INJURY CLAIMS AND/OR ANY AND ALL OTHER CLAIMS, INJURY, DEATH AND/OR LIABILITY, ARISING OUT OF AND RELATING IN ANY WAY WHATSOEVER TO MY ENTRY UPON, RENTAL, ANTICIPATED RENTAL OF AND/OR USE OF RENTAL PROPERTY UNDER THIS "COMMUNITY FACILITIES RENTAL POLICY" INCLUDING ANY NEGLIGENT ACT OR ACTS BY THE RELEASED PARTIES.

Primary Resident (Member) Signature

Printed Name

Date

Second Resident (Member) Signature (If applicable)

Printed Name

Date

ASSOCIATION STAFF USE ONLY:

Verification Requirement: Member (renter) is in good standing with Association as verified with Management Company (check 1):

Either YES (and continue processing) or NO (and the Member must be good standing before rental can proceed)

The following **Private Rental Order Schedules** are attached: **Schedule 1- Fee and Deposit Schedule**

Schedule 2- Furniture Rental Request (by Community Facility)

Schedule 3_ Pre and Post Inspection Event Checklist

Imposed Conditions & Modifications to Reservation Request: Reservation Information & Approval (subject to Conditions/Modifications (which may be supplemented by separate pages) and applicable Private Rental Orders ("PRO").

- 1.
- 2.
- 3.
- 4.

LIFEGUARD REQUIRED (for 3 or more guest swimmers not to exceed 25 swimmers): Yes or No

\$ per hour Lifeguard Fee X Hours = Total Lifeguard Fee

Lifeguards are scheduled by staff with a third-party lifeguard service being used by the Association. Payment is made directly by the Member.

SUM OF FEES AND DEPOSIT TRACKING:

\$ Deposits Amount Paid Date Deposit Amount Paid

\$ Deposits Returned Date Deposit Returned

\$ (Non-refundable) Cleaning Fee Paid Date Cleaning Fee Paid

\$ (Non-Refundable) Rental Fee Paid Date Rental Fee Amount Paid

STAFF APPROVAL/DENIAL:

Community Facility Reservation Approved or Denied for the following reasons:

Reviewed By:

Date Approved:

Printed Name:

Printed Title:

CANCELLATION:

Date Cancellation Notice Received:

Stated Reasons by Member:

Private Rental Order

Schedule 1 to Rental Reservation Request Form

Association Community Facility Fee and Deposit Requirements

Fee and Deposit Payment Amounts

The Fees and Deposits for individual areas and for package areas can be found by Community Facility on the following schedules (that are also subject to change without advance notice) attached hereto:

- **Schedule 1-A**
- **Schedule 1-B**

The Lifeguard Fee (if required for between 3 to 25 guests using a pool facility during a private event) is subject to change (since it is provided through a third party) and shall need to be quoted at the time of the request by the Association staff. Lifeguards (if required) are scheduled by the Association staff using a third-party lifeguard service which also provides services to the Association; however, the third-party lifeguard service shall be paid directly by the Member.

Rental fees are payable to Harper's Preserve Community Association, Inc. (the "Association") and must be received by Association staff within seven (7) business days from the date the reservation is made. If payment is not received within this time frame, the requested reservation date will not be held and will thereafter be made available for other Members to reserve.

Form of Payment

The form of payments of Fees and Deposits to the Association shall be in a format specified by the Association. Lifeguards (if required) are scheduled by the Association staff using the Association's third-party lifeguard service; however, the third-party lifeguard service shall be paid for directly by the Member.

Effective Reservations

The reservation date is NOT firm and is NOT officially reserved until each and all of the following has been accomplished:

1. An accurate, complete and fully executed Member Rental Reservation Form has been received by the Association staff responsible for rentals.
2. The non-refundable Rental Fee has been paid and funds are received by the Association.
3. The non-refundable Cleaning Fee (if applicable) has been paid and funds are received by the Association.
4. All Deposits have been paid and received by the Association.
5. All non-refundable Lifeguard Fees must be paid and received (if applicable if use of the pool is requested for between 3 and 25 guests).
6. The Association staff (responsible for managing rentals) has executed the reservation approval form and provided a copy to the Member (renter).

Notwithstanding the forgoing, the Member (renter) must also follow all the Community Facility User Guidelines. Failing to follow Community Facility User Guidelines can be a basis for the cancellation of the reservation and/or the private event.

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COMMUNITY MANUAL

SCHEDULE 1 to ATTACHMENT 1 – COMMUNITY FACILITIES USER GUIDELINES – Rental Reservation Request

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Renter Initials

Reservation Date Conflicts:

In the event that a conflict is discovered between two private events occurring at overlapping intervals on the same date at overlapping facilities, the determination of the party to prevail for the reservation shall be on a first reservation-first serve basis.

Use of Community Facilities Fees and Deposits and Refunds

The Deposits (or portions thereof) will be applied to any additional charges assessed because of Member's failure to properly clean the premises (and any surrounding areas), theft of any Association property and/or any damage to the Community Facilities. If the Deposit is insufficient to pay for any cleaning, theft or damage, the Member 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 Deposit will be returned to Member only after the Community Facilities have been inspected by the Community Facilities staff. The Deposit cannot be used to pay the Rental Fee or Cleaning Fee. Upon completion and compliance with all required post inspection requirements, the Deposits (and or amounts not deducted in connection with discovered deficiencies) will be submitted for refund the after both the rental is complete, and the post-event walk through is completed. Deposit refunds can take up to 14 business days to receive.

The Association is **NOT REQUIRED** to provide the opportunity to rent a Community Facility. The Association may elect to provide for the renting of portions of the Community Facilities. Renting a portion of Community Facilities does entail time and effort by the Association to work with the renter on the agreements, scheduling a reservation time, coordination with other events and preparatory work and post event inspection and inventory work. In addition, there is normal wear and tear incurred on the Community Facilities as well as the costs for the use of the facilities (i.e. power, water and sewer) and related parking lot maintenance. The Rental Fee is, among other things, a contribution toward and to defray some costs incurred by the Association to keep the Community Facilities in use and operational for the enjoyment of the Members. The Rental Fee does not apply to any damage, failure to clean, theft of association property and/or any damage to Association property resulting from a rental and private event(s).

The payment of a Cleaning Fee **DOES NOT** relieve the Member (renter) from the responsibility for cleaning up after an event and removing all trash stains etc. in accordance with the requirements of any post event checklists provided as part of the rental for an event. Cleaning Fees may be used to do a periodic more intensive deep clean and disinfection of Community Facilities.

The Lifeguard Fee is non-refundable and must be paid at the same time as other Fees and Deposits. In the event that the guests do not promptly vacate the pool at the end of the party, additional charges may apply and payment of such amounts shall be the sole responsibility of the Member (renter).

Private Rental Order
Schedule 2 to Rental Reservation Request Form
Furniture Rental Request by Community Facility

A copy of the Association Table and Chair Inventory by Community Facility is provided with respect to how many tables and chairs may be available (ii) table sizes and shapes, (iii) which tables and chairs may be available for indoor use only (which tables and chairs may be available for both indoor/outdoor use. This exhibit may be updated from time to time by the Association staff based on actual numbers and types of chairs (more or less) that are available)

South Village: Club Palmetto: **Table Seating Guidance** **# Requested:**

- **Chairs Available:**
80 (indoor/outdoor) total
- **Tables Available:**
- 8 (indoor/outdoor), Round, 60" diameter 6 comfortably-fits up to 8 persons total
- 8 (indoor/outdoor), Rectangular, 72" X 30" 6 comfortably-fits up to 8 persons total
- 10 (indoor/outdoor), Rectangular, 96" X 30" 8 comfortably-fits up to 10 persons total

Patio Furniture Description Request:

South Village -Meeting Hall: **Table Seating Guidance** **# Requested:**

- **Chairs Available:**
40 (indoor only) total
- **Tables Available:**
- 10 (indoor only), Rectangular, 60" X 30" 6 persons comfortably total

Patio Furniture Description Request

West Village- Pool Barn: **Table Seating Guidance** **# Requested:**

- **Chairs Available:**
27 chairs (indoor/outdoor) total
- **Tables Available:**
- 6 (indoor/outdoor), Round, 72" diameter 8 persons comfortably total

Patio Furniture Description Request:

Private Rental Order
Schedule 3 to Rental Reservation Request Form
Pre-Inspection & Post Inspection Event Checklist

EVENT DATE: MEMBER NAME:

The Association staff inspecting the facilities before and after an event must fill out the following 14 item checklist and indicate by one check mark for either (i) "acceptable condition" or (ii) "see notes". If "See notes" is checked for a particular item, notes must be included at the bottom of the form for additional explanation, if necessary. Pictures may also be attached to the form for further demonstration of conditions that are also described in the notes as long as the item number that the photo belongs to is also identified

Item	Pre-Inspection	Description	Post-Inspection
1.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Verify that any third-party vendor used on the rented premises has provided insurance limits and named the Association as "Additional Insured" on vendor's insurance policies and provided evidence in writing to Association staff as soon as possible after the Reservation is made and before the day of the event.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
2.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Verify the table (by table type) and chair count for any tables and chairs that are reserved for use and supplied by the Association (prior to and following the private event).	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
3.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	All outside equipment supplied, outside furniture and decorations including adhesives must be removed and disposed of.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
4.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	All trash (including but not limited to any trash that may have been carried by the winds offsite and any trash in on-site trash receptacles used by the private event) is to be bagged in plastic bags, removed and disposed of offsite (unless on on-site dumpster is made available for such purposes, and the dumpster is not already full- Do not leave trash outside of any on-site dumpster). Any onsite outdoor trash cans located at a Community Facility may not be used (except for the purposes to transport trash from the event location premises to an onsite dumpster, if provided onsite). All trash must be emptied into any available on-site dumpster (if any) or disposed of by the Member (renter) at its expense offsite following the event upon exiting the Community Facility.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
5.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Sweep and mop all floors (i.e., including but not limited to kitchen floor, clubhouse, bathroom). All spills and stains should be cleaned and removed.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes

{122602/00001/01675458.DOCX 2 }

13 HARPER'S PRESERVE COMMUNITY ASSOCIATION, INC.

COMMUNITY MANUAL

Schedule 3 to ATTACHMENT 1 – COMMUNITY FACILITIES USER GUIDELINES – Rental Reservation Request

Renter Initials

Item	Pre-Inspection	Description	Post-Inspection
6.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	All tables, chairs and cushions to be cleaned and disinfected (cleaning supplies provided). All spills and stains should be cleaned and removed. Any spills or stains which cannot be removed must be identified to the Association by the renter.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
7.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Kitchen countertops, sinks, ice machines, ovens, microwaves, dishwashers, and refrigerator must be left clean (inside and outside) and completely emptied. All appliance doors must be in a fully closed position (including refrigerator and any freezers or ice machines). All spills and stains should be cleaned and removed from all equipment, floors and counters.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
8.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Association tables, chairs, cushions and all furniture (including patio furniture and pool furniture) must be restored to the original set up (or properly organized and stored as required by the Association).	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
9.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Number and type of undamaged tables & chairs checked out and checked in for event. <input type="text"/> Chairs <input type="text"/> Tables (Shape & Size: <input type="text"/>) <input type="text"/> Tables (Shape & Size: <input type="text"/>) <input type="text"/> Tables (Shape & Size: <input type="text"/>)	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
10.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	All counters need to be wiped down and sanitized. All sinks and sink drains and floor drains need to be cleared of debris, unclogged and cleaned. All toilets need to be flushed, cleared and cleaned in the bathrooms.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
11.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Sweep up and remove stains from all exterior porches, patios and paved surfaces used for the event and dispose of any debris.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
12.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Report any visible or experienced maintenance problems (i.e. lightbulbs burned out, water leaks, cooling and/or heating problems, bathroom issues, door latch failures, stains that cannot be removed, damage that is in need of repair) to Association staff.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes

Item	Pre-Inspection	Description	Post-Inspection
13.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Turn off lights, ceiling fans, water faucets and any equipment. Return all thermostats to the proper settings if manually adjusted by the Member (renter). All spills and stains (inside or outside) should be cleaned and removed from all surfaces.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes
14.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes	Failure to properly secure the building and/or lock up (as required by the Association staff's requirements) will forfeit the renter's return of the Deposit.	<input type="checkbox"/> Acceptable OR <input type="checkbox"/> See Notes

ASSOCIATION STAFF NOTES, PHOTOS, COMMENTS AND OBSERVATIONS:

PRE-EVENT:

ASSOCIATION STAFF NOTES, COMMENTS, OBSERVATIONS AND PHOTOS IF ANY:

PRE-EVENT PHOTOS:

Item No. 	Item No.
Item No. 	Item No.
Item No. 	Item No.

ASSOCIATION STAFF NOTES, COMMENTS, OBSERVATIONS AND PHOTOS IF ANY:

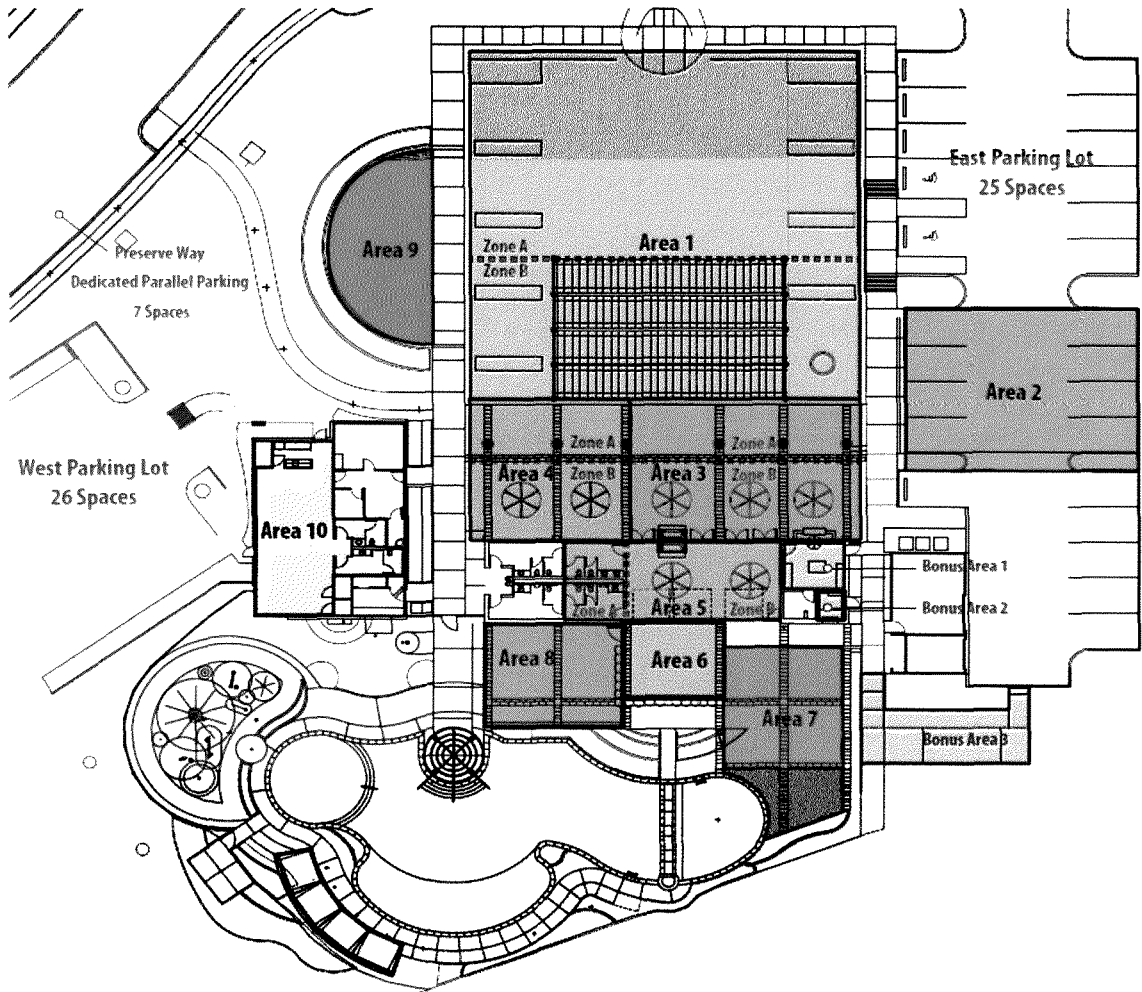
POST-EVENT:

ASSOCIATION STAFF NOTES, COMMENTS, OBSERVATIONS AND PHOTOS IF ANY:

POST-EVENT PHOTOS:

Item No.	Item No.
Item No.	Item No.
Item No.	Item No.

MAP 1 - Member Rental Reservation Request Form
South Village - Club Palmetto Available Lease Areas Plan

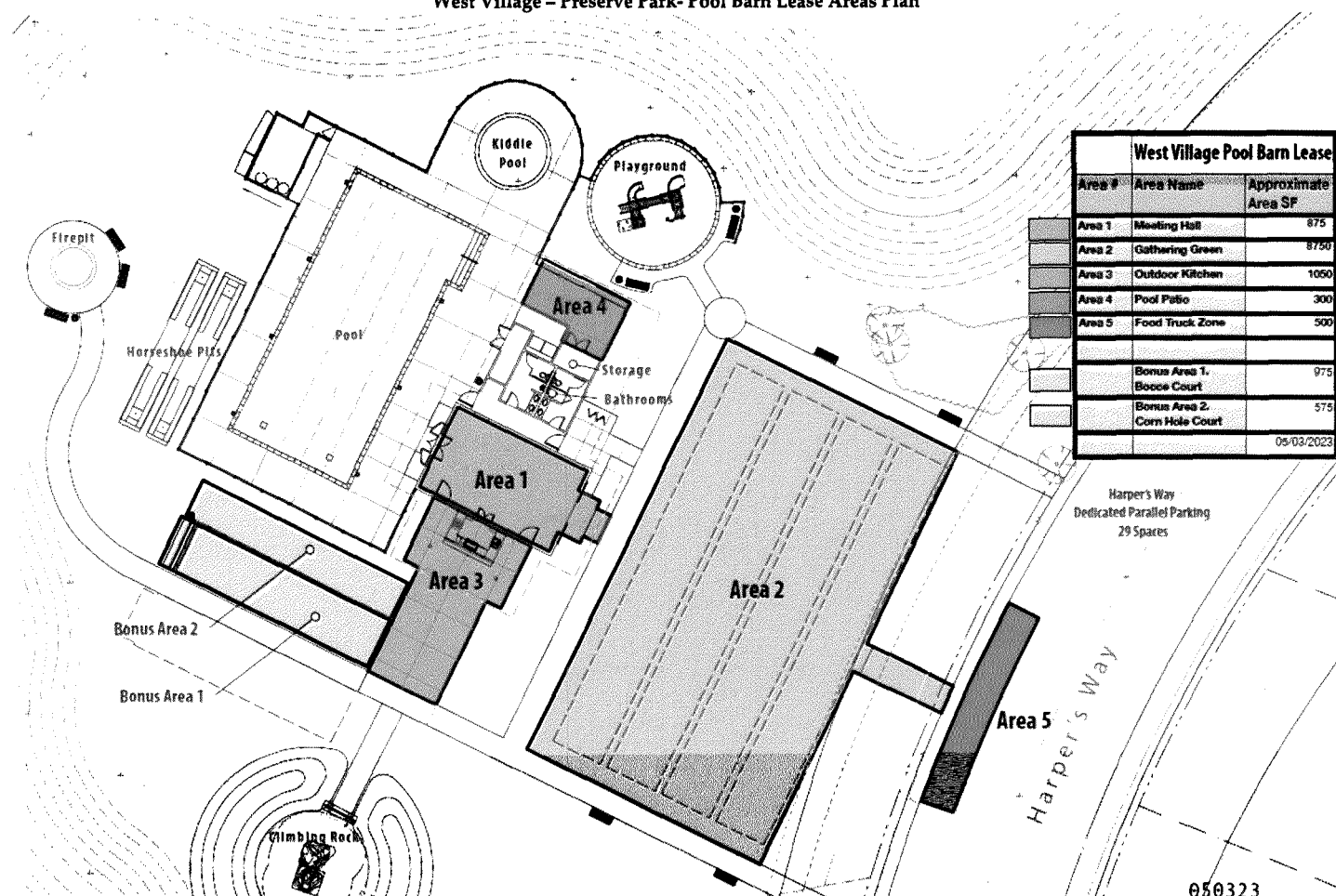


Club Palmetto Lease Areas Plan

Club Palmetto Lease Facility List				
Area #	Area Name	Zone ID	Zone Name	Appx. Estimate Area SF
Area 1	Gathering Place			6000
		Zone A	Event G. rear	5500
		Zone B	Canopy Gathering	4000
Area 2	Food Truck Court			2700
Area 3	East Pavilion			2380
		Zone A	Tasting Po. rich East	840
		Zone B	Pavilion East	1440
Area 4	West Pavilion			1625
		Zone A	Tasting Po. rich West	568
		Zone B	Pavilion West	937
Area 5	Banquet Hall			1120
		Zone A	Banquet Hall	840
		Zone B	Ballroom	275
Area 6	Pool Patio Cafe			500
Area 7	Pool Patio A - rear			930
Area 8	Pool Deck - West			675
Area 9	Palmetto C. - rear			1140
Area 10	Meeting Hall			1206
	Bonus A - Area 1		Catering Kitchen	725
	Bonus A - Area 2		Vendor Serving	50
	Bonus A - Area 3		Looking Deck	495

Zone Breaks: *****

Map 2- Member Rental Reservation Request Form
West Village – Preserve Park- Pool Barn Lease Areas Plan



West Village Pool Barn Lease		
Area #	Area Name	Approximate Area SF
Area 1	Meeting Hall	875
Area 2	Gathering Green	8750
Area 3	Outdoor Kitchen	1050
Area 4	Pool Patio	300
Area 5	Food Truck Zone	500
	Bonus Area 1, Bocce Court	975
	Bonus Area 2, Corn Hole Court	575
05/02/2023		

Preserve Park Pool Barn Lease Areas Plan

Harper's Way
Dedicated Parallel Parking
29 Spaces

050323

sla-h llc

E-FILED FOR RECORD

07/31/2023 04:39PM



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.

07/31/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas