



The CLUB at RIVERSTONE

FACILITY RENTAL POLICY For RIVERSTONE HOMEOWNERS ASSOCIATION, INC. REVISED APRIL 24, 2019

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, the property encumbered by The Club at Riverstone Facility Rental Policy is that property initially restricted by the Declaration of Covenants, Conditions and Restrictions for Riverstone Single Family Residential Areas, recorded under Fort Bend County Clerk's File No. 2001047889, as same has been or may be amended from time to time ("Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of the Riverstone Homeowners Association, Inc. ("Association"); and

WHEREAS, pursuant to the authority in Article III, Section 5 of the Declaration, the Board of Directors (the "Board") may adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Area and the Exclusive Common Area, and the use of any other property, facilities or improvements owned or operated by the Association; and

NOW THEREFORE, pursuant to the authority granted in the Declaration, the Board hereby adopts this The Club at Riverstone Facility Rental Policy ("Policy"), which shall run with the land and be binding on all owners and lots within the subdivision. This Policy replaces any previously recorded or implemented policy that addresses the subjects contained herein.

I. POLICY STATEMENT

Riverstone Homeowners Association, Inc. is proud of its environment and facilities and is pleased to offer use and enjoyment to members and guests through community group reservations and rentals for private events. Activities and the use of The Club at Riverstone should be respectful of the residents' right to the quality of life that is offered in our community. With this in mind, Riverstone has established rules and regulations governing reservations and rental events in order to extend the enjoyment of its facilities, while preserving the residential nature of the community.

All rental revenues collected through the Riverstone Homeowners Association, Inc. are used to pay expenses and offset costs for The Club at Riverstone. All costs associated with The Club at Riverstone are paid by the HOA and passed on to homeowners in their dues.

In consideration of the privileges of reservation and rental use of The Club at Riverstone facilities, Applicants agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants and/or guest, to be bound by the following Policy.

Riverstone Homeowners Association, Inc. and The Club at Riverstone shall hereinafter be referred to as 'HOA' and 'The Club'.

II. PROCEDURES FOR RESERVING THE CLUB FACILITIES (NON-POOL)

The Club shall be available to residents on a first-come, first-served basis. The Club at Riverstone Facilities Rental Application & Agreement shall be filed at the HOA office located at The Club, 18353 University Boulevard, Sugar Land, TX 77479, between the hours of 9:00 a.m. - 5:00 p.m., Monday - Friday or online at www.riverstone.com/resident-rentals. For procedures on reserving pool facilities, please contact the pool management company.

All reservation requests are required a minimum of thirty (30) business days in advance of a function. The Club may be reserved a maximum of one year in advance from the current date. (i.e. on April 17, 2018, reservations can be accepted through April 17, 2019). Only one rental per quarter will be accepted for each Riverstone household. Residents will not be able to reserve additional dates until their current reservation is complete. Refer to The Club at Riverstone: Rooms & Fees for more details on costs associated with renting the facility.

All applications are administered by and submitted to the event team and reviewed/approved by the event team. The event team will notify an Applicant within ten (10) business days of receipt of an application to confirm the availability of The Club for the date and times requested, and will review the rental security and associated costs. Submittal of application prior to notification of approval from the event team does not reserve The Club.

III. ELIGIBILITY

The Club reservations and rentals are limited to individuals residing in Riverstone for social use only. No events that produce revenue for personal gain will be accepted.

Applicants must be twenty-two (22) years of age or older, be a legal owner or lessee of a residential home in Riverstone, and must show acceptable proof of residence in Riverstone. All Applicants are required to be current with their Riverstone HOA annual assessment payment or Applicants must be current in a payment plan with the Riverstone HOA covering said annual assessment payments (for Applicants who are leasing a Riverstone property, the property owner must be current).

The person signing the application must handle all transactions, inquiries and changes.

Applicant must provide the name and contact information for at least one (1) additional alternate individual as a contact for the reservation or rental.

Applicant is required to be present at the rental event and available to event team during the entire course of the event for which the Applicant made a reservation.

The privilege of rental or use of The Club is exclusive to Applicant. Applicant shall not have the right to sublease or assign its reservation to another group or organization. Nor shall the use of The Club be for any other purpose other than what is stated on the application.

The HOA reserves the right to not approve the application to reserve or rent The Club based on the Applicant's and/or Applicant's guest/s previous rental history of The Club.

The HOA reserves the right to not approve applications that are deemed political, social, policy activity, or policy critiquing in nature, or events deemed divisive, illegal, or immoral.

Any reservation or rental agreement is revocable by the HOA at any time.

IV. RENTAL GUIDELINES

A. Rental Dates & Times

Event Starting and Ending Times for The Club (available for reservations)

| | | | |
|--------------------------|--|--|---------------------------------|
| Live Oak Ballroom | Monday – Thursday 10:00a.m. – 10:00p.m. | Friday & Saturday 10:00a.m. – 12:00a.m. | Sunday 12:00p.m. – 10:00p.m. |
|--------------------------|--|--|---------------------------------|

The Club, including parking lots, must be promptly cleared and vacated within thirty (30) minutes after the end of the event. Any event which fails to vacate The Club at the designated time shall result in forfeiture of the security deposit.

Unavailable Rental Dates

The Club is not available for rental reservations on the following dates:

| | | | |
|----------------------|----------------|----------------|--------------|
| New Year's Eve | New Year's Day | Easter Weekend | Mother's Day |
| July 4 th | Memorial Day | Labor Day | Father's Day |
| Thanksgiving Week | Christmas Week | Christmas Day | Good Friday |

The HOA reserves the right to restrict other dates.

B. Conduct and Compliance with Applicable Laws and Deed Restrictions

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests using The Club shall comply with the laws of the United States, the State of Texas, and all rules and regulations, laws and ordinances adopted by Fort Bend County, as well as HOA rules, regulations and deed restrictions. Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests will be subject to all applicable law enforcement penalties while on HOA premises.

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with Riverstone HOA staff and residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude or boisterous behavior will not be tolerated.

Applicant assumes full responsibility for the character and acts and omissions for all Applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth in this agreement.

The HOA has the right, but not obligation, to control, and to remove from the premises, any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the premises and surrounding areas.

C. Occupancy Limits

A maximum number of persons permitted to occupy a particular Club facility shall be limited by safety considerations. Refer to The Club at Riverstone: Rooms & Fees.

D. Parking

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with the applicable laws and posted regulations. Parking is permitted only in designated areas. Parking for approximately 80 vehicles is available for The Club rentals.

No street parking will be permitted, no parking is permitted along the turn in to The Club, and no parking will be permitted along the circle drive.

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to remain inside The Club throughout the event. Guest 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.

E. Poster and Signs

No signs of any sort may be posted throughout the community or at The Club nor may any advertising leaflets, papers, or written material be distributed within the community facilities without the consent of the Riverstone HOA Management.

F. Equipment

NO OUTSIDE EQUIPMENT, including but not limited to personal cooking devices, smoke machines, inflatable units, and special lighting shall be permitted within The Club and premises without advanced written consent of Riverstone HOA Management. The HOA reserves the right to not permit outside equipment or rental services to be brought into The Club if it is deemed to potentially create additional risk to The Club or furnishings, or necessitate additional custodial or staffing services. The HOA reserves the right to require additional insurance requirements (see Liability Insurance and Indemnification section) for any equipment that is brought onto the premises.

The sound level of musical or sound equipment may be closely monitored by event team and personnel reserve the right to require an Applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by event team can result in immediate termination of the event and security deposit forfeit.

Equipment located in The Club catering kitchen including the refrigerator, (2) microwaves, ice maker, and dishwasher are available for use by the Applicant during the function. The HOA cannot guarantee that ice will be available for every function and recommends Applicants plan on alternative means of providing ice for functions. All food must be removed from the refrigerator, all dishes removed from the dishwasher, and all Equipment left in a clean condition. **No heating equipment allowed inside the building except for caterers heating devices.**

Storage of any supplies or equipment prior to function or following function is not available.

Catering Services are allowed to arrive two (2) hours prior to the event.

G. No Smoking or Glass Containers

There is a NO SMOKING PERMITTED POLICY in The Club at Riverstone building. Glass containers are allowed inside The Club, however, are not allowed on The Club exterior grounds or parking lots.

H. Alcohol

To the extent applicable, Applicant is responsible for obtaining any and all licenses that the Texas Alcohol Beverage Commission (TABC) may require for the service of alcoholic beverages in The Club. The Applicant must obey all state alcohol regulations and is responsible for fines should those laws be violated.

Applicant assumes responsibility for ensuring that no one under the age of 21 can be served or consumes alcoholic beverages, no one who is intoxicated can be served alcoholic beverages, and that any intoxicated guests must not be permitted to drive when leaving the function.

The use of any alcoholic beverages must be confined to The Club only. NO alcohol is to be consumed in the parking lot. Any event that includes alcohol will require a security guard. Refer to Section O: Event Security.

Alcohol cannot be sold on the premises.

I. Animals

No animals are permitted on The Club premises, except for service animals.

J. Decorations

Only freestanding decorations are to be used. No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings within The Club premises. NO TAPE, PINS, STAPLES, GLITTER, CONFETTI, RICE, BIRDSEED, OR CANDLES (ONLY CAKE CANDLES) SHALL BE PERMITTED inside The Club or anywhere on the premises or grounds.

All table centerpieces and other decorations must meet fire & safety codes/regulations. (i.e. No open flames, exceptions for birthday cake candles)

K. Table Coverings

Table coverings must be used on any table where food, beverages, paints, markers, crayons, or any other liquids will be used. Plastic, paper or cloth varieties are permitted and must be provided by Applicant. No tape or staples are permitted to be used to attach table coverings.

L. Clean Up

Applicant shall return The Club and its furnishings, equipment, and property in the same condition as received. Before leaving the premises, Applicant must clear all tables and remove all decorations and personal belongings, and clean the kitchen if used during the event. Two garbage cans with bags will be provided at the start of the function. Applicants are responsible for providing any additional garbage bags needed beyond that for event clean up.

M. Non-Emergencies

If additional event staff, other than those currently working, are called to The Club to respond to a non-emergency that is not the fault or responsibility of Riverstone HOA Management, Applicant will be billed a minimum of \$75.00 for the first hour and \$25.00 per hour thereafter for services rendered. (Example- pulled fire alarm with no threat of fire, damage requiring immediate attention, etc.)

N. Non-Conforming Events

Events that do not conform to accepted community standards, the requirements and standards stated herein, and/or any violations by Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests, will result in immediate cancellation and/or termination of the event and forfeiture of the rental amount and security deposit. No exceptions will be made.

O. Event Security

In order to promote and protect the peaceful enjoyment of The Club and the community, the HOA has the right to require uniformed security officers for any and all events.

Cost for security, as determined by the HOA, shall be included and/or added to your room rental cost. All fees are due at time of reservation. Failure to make payment at time of reservation will result in termination of the event and forfeiture of the event deposit.

Security officers will have full authority to enforce the provisions of this Rental Agreement, and any and all laws, rules, regulations and deed restrictions.

Security officers will be scheduled by the HOA, shall be in attendance for the full duration of the event at The Club, beginning a minimum of (30) minutes prior to commencement of the event, and will be scheduled through (30) minutes after the conclusion of the event. This requirement may be modified at the discretion of the Riverstone HOA Management.

Standard Security Guidelines:

- **Any event serving alcohol with less than 50 guests in attendance will be required to have a minimum of one (1) uniformed security officer.**
- **Any event serving alcohol with 50 guests or more in attendance will be required to have a minimum of two (2) uniformed security officers.**

The HOA reserves the right to require additional security officers, paid for by the Applicant, if it is deemed there is an additional security need based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, live entertainment and past experience with a group.

If uniformed law enforcement officers are called out due to a disturbance, Applicant will be charged for the extra officers at a law enforcement officer rate equal to one and one-half times their hourly rate.

P. Additional Requirements for Youth

Parties for children under eight years of age require one adult for every five kids and must be present throughout the duration of the event, including set up and clean up. Failure to comply shall result in termination of event and forfeiture of deposit.

Q. Personal Property

The HOA is not responsible for losses, damages and/or misplaced personal property placed in or on The Club facility or grounds by the Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests. Furthermore, the HOA is hereby released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use of The Club and its grounds, or by security services.

After expiration of the rental time/agreement, or termination and/or cancellation of the event, by the HOA or Applicant, the HOA reserves the right to remove from the facilities all personal property remaining and to store or dispose of the same where and however it sees fit at the cost of the Applicant. The HOA shall not be liable in any way to Applicant, participants or guest on account of removing, storing or disposing of such personal property.

R. Cancellations, Damages, and Security Deposits

Payment for Rental & Security Deposits

Payments for both rental fees and security deposits must be made by check payable to 'Riverstone Homeowners Association' at the time of acceptance of the application. Payment is also available using a credit card (Visa, MasterCard, American Express, or Discover). **NO CASH WILL BE ACCEPTED.** All fees are due immediately to secure the reservation date. All applicable fees will be charged for all returned checks. **Unused hours for rental fees and security are non-refundable.**

Processing Fee: There is a non-refundable processing fee of \$25.00 for all credit card payments.

The amount of the damage/security deposit is set forth in the fee schedule. Provided, however, if the proposed event is to include activities which, in the opinion of Riverstone HOA Management, create additional risk to the facility or furnishing, or necessitate additional custodial services, Riverstone HOA Management is authorized to require additional amounts for the security deposit as management deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of the HOA which is damaged or missing as a result of use by the Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the accompanying fee schedules if the Applicant does not show or the event is terminated due to violations of the requirements to comply with laws, ordinances, rules, regulations and deed restrictions. An additional charge will be billed to the Applicant if damages or staff emergency response exceed the security deposit.

Applicant must arrive early to complete the initial section of The Club at Riverstone Pre/Post Inspection Checklist with the event team representative. They must also complete this document at the conclusion of the event with the event team representative. This report is a checklist to ensure clarity regarding the condition of the facility before and after the event.

Applicant is required to leave The Club in the same condition as found upon arrival. Applicant assumes liability for the cost of repairing damage or loss to HOA property caused by Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse the HOA for all cost which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of the HOA which is damaged, destroyed, misplaced or stolen, by Applicant, participants or guests.

Return of Security Deposit

If Applicant gives written notice of cancellation of a reservation no later than fourteen (14) business days prior to the scheduled event, there will be no cancellation fee. If the Applicant cancels the reserved rental less than fourteen (14) business days prior to the scheduled event, Applicant shall forfeit the security deposit.

The HOA may hold the security deposit for such period of time as is necessary, but not to exceed thirty

(30) days, to determine the full extent of damages and to make all repairs and/or secure replacement. Security deposit refunds for completed functions will be returned to Applicant by mail in the form of a check issued by the Riverstone HOA approximately thirty (30) working days following the function.

S. Liability Insurance and Indemnification

Applicant shall carry a homeowner's insurance policy and provide proof of such policy upon request by the HOA. Applicant understands and agrees that the Applicant's insurance policy will be primary in the event of a loss or claim related to the use of the Association's facilities.

AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE APPLICANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND SAVE THE ASSOCIATION, ITS DIRECTORS AND COMMITTEES, AND ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, INSURERS AND REINSURERS (COLLECTIVELY, THE "ASSOCIATION INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING WITHOUT LIMITATION, CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR DAMAGES, LOSS OF PROPERTY, PERSONAL OR BODILY INJURY OR DEATH, OR ATTORNEYS' FEES, CAUSED BY THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE, OR STRICT LIABILITY OF THE ASSOCIATION INDEMNIFIED PARTIES, ARISING OUT OF OR RELATING TO THE APPLICANT'S USE OF THE ASSOCIATION'S FACILITIES, IN FAVOR OF ANY PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION INDEMNIFIED PARTIES, THEIR MEMBERS (OR SHAREHOLDERS), OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, OR AGENTS, REGARDLESS OF WHETHER THE NEGLIGENCE OR STRICT LIABILITY OF ANY ASSOCIATION INDEMNIFIED PARTY IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTING CAUSE OF ANY CLAIM, DEMAND, CAUSE OF ACTION, OR LIABILITY INDEMNIFIED AGAINST.

T. Contact Information

For further information or clarification of The Club at Riverstone Rental Rules, please contact the Riverstone Homeowners Association, Inc. at 18353 University Boulevard, Sugar Land, TX 77479, Telephone 281-778-2050 or 281-778-2222.

CERTIFICATION

I hereby certify that, as Secretary of the Riverstone Homeowners Association, Inc., this Facility Rental Policy was approved on the 24 day of April, 2019, at a meeting of the Board of Directors at which a quorum was present.

DATED, this the 31 day of May, 2019.

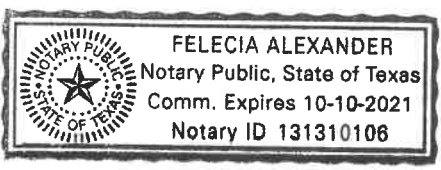
Ning Kang
Print Name: Ning Kang
Title: Secretary

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, on this day personally appeared Ning Kang, the Secretary of the Riverstone Homeowners Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed, in the capacity herein stated, and as the act and deed of said corporation.

Given under my hand and seal this the 31 day of May, 2019.

Felecia Alexander
Notary Public – State of Texas



After Recording, Return To:
Sipra S. Boyd
Roberts Markel Weinberg Butler Hailey PC
2800 Post Oak Blvd., 57th Floor
Houston, TX 77056

RETURNED AT COUNTER TO:
Ashley Bodungen
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SUGAR LAND, TX 77479

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas
June 04, 2019 01:47:30 PM



FEE: \$45.00 SB

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