



**FIRST AMENDED AND RESTATED FACILITY RENTAL POLICY**  
**RIVERSTONE HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**PURPOSE**

The purpose of this First Amended and Restated Facility Rental Policy (this “**Policy**”) is to provide guidance regarding the rental and use of Riverstone facilities by Owners and Occupants of the Riverstone community. The Board of Directors (the “**Board**”) of the Riverstone Homeowners Association, Inc. (the “**Association**”) has determined that it is in the best interest of the Association to establish this Policy concerning the rental and use of the Riverstone facilities.

**APPLICABILITY AND AUTHORITY**

The property encumbered by this Policy is the property restricted by the Declaration of Covenants, Conditions, and Restrictions for Riverstone Single Family Residential Areas, recorded in the Official Public Records of Fort Bend County, under Clerk’s File Number 2001047889, as same has been or may be amended from time to time (the “**Declaration**”), and any other property which has been or may subsequently be annexed into Riverstone and made subject to the authority of the Association.

Reference is made to the Declaration for all purposes, and all capitalized terms used in this Policy have the meanings set forth in the Declaration, unless otherwise specified in this Policy.

The Board is authorized by the Dedicatory Instruments (as that term is defined in the Texas Property Code) to adopt rules and policies pertaining to the governance of the Association.

The Board previously adopted that certain Facility Rental Policy for Riverstone Homeowners Association, Inc. (the “**Original Policy**”), recorded under Clerk’s File Number 2019058859 in the Official Public Records of Fort Bend County, Texas.

Pursuant to the authority granted to the Board by the Dedicatory Instruments, the Board hereby amends and restates the Original Policy in its entirety and replaces it with this Policy, which runs with the land and is binding on all Owners and Lots within the Properties. This Policy is effective upon the recording of same.

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

## FACILITY RENTAL POLICY

### **I. POLICY STATEMENT**

The Association is proud of its environment and facilities and is pleased to offer use and enjoyment of The Club at Riverstone-Live Oak Ballroom, the Pavilion at The Club at Riverstone, the Pavilion at Avalon Central Park, the Waterpark at Riverstone, the Riverstone Boulevard Pool, the Creekstone Village Pool, and their associated facilities (hereinafter collectively referred to as the “**Facilities**”) to Members and guests through community group reservations and rentals for private events. The use of and all activities at the Facilities should comply with the community-wide standard throughout Riverstone. With this in mind, the Association has established this Policy governing reservations and rentals of the Facilities in order to extend the use and enjoyment of the Facilities to Members and their guests.

In consideration of the privileges of reservation and rental use of the Facilities, applicants agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants, and guests, to be bound by the following Policy.

### **II. PROCEDURES FOR RESERVING THE CLUB FACILITIES**

#### **A. Reservations in General**

The Facilities will be available to residents on a first-come, first-served basis. In order to rent the Facilities, the requesting resident must accurately and completely fill out and submit a Riverstone Application & Agreement (the “**Application**”) online via the Facilitron website.

All Applications must be received at least 30 business days prior to the date of an event. The Facilities may be reserved up to one year in advance from the date the Application was submitted (i.e., on April 17, 2022, reservations may be accepted through April 17, 2023). Only one rental per quarter will be accepted for each Riverstone household. Residents may not reserve additional dates until their current reservation is complete.

All Applications are administered by and submitted to the Association, or its designated representative, and reviewed and approved/disapproved (as applicable) by the Association, or its designated representative. The Association will notify an applicant within ten business days of its receipt of an Application to confirm the availability of the Facilities for the date and times requested and will review the rental security and associated costs. If the Association fails to notify an applicant to confirm the availability of the Facilities, the Facilities will be deemed unavailable. Submission of an Application prior to notification of approval from the Association does not reserve the Facilities.

## **B. Pool Party Reservations**

The Waterpark at Riverstone, the Riverstone Boulevard Pool, and the Creekstone Village Pool (collectively, the "Pools" and individually, a "Pool") are available for rental by residents on a first-come, first-served basis both during and after posted pool public hours. In order to rent the Pools, the requesting resident must accurately and completely fill out and submit a Riverstone Rental Application & Agreement online via the Faciltron website. Applications for the rental of the Pools will be considered by the Association in the manner described above for the rental of the Facilities.

Applicants are hereby advised that, while the Association is responsible for the review of applications and for the collection of rental fees associated with the rental of the Pools, an independent contractor selected by the Association in its sole and absolute discretion is responsible for overseeing all Pool rentals, including, by way of illustration and not limitation, maintaining all Pools and their surrounding areas, staffing all pool rental functions, and enforcing all rules and policies adopted by the Association with respect to the use of the Pools.

## **III. ELIGIBILITY**

The Facilities may be reserved and rented exclusively for social use by individuals residing in Riverstone. No events that produce revenue for personal gain will be accepted. Applicants must (i) be 22 years of age or older, (ii) be a legal Owner or lessee of a residential home in Riverstone, and (iii) show acceptable proof of residence in Riverstone. All applicants are required to be Members in Good Standing as defined in the First Amended and Restated Bylaws of the Association (for applicants who are leasing a Riverstone property, the property Owner must be a Member in Good Standing).

The person submitting the Application must handle all transactions, inquiries, and changes.

The applicant must provide the name and contact information for at least one additional alternative individual who will serve as a contact for the reservation/rental.

The applicant is required to be present at the rental event and available to the Association during the entire course of the event for which the applicant made the reservation. The privilege of rental or use of the Facilities is exclusive to the applicant. The applicant may not sublease or assign his/her reservation to another individual, group, or organization, nor shall the use of the Facilities be for any purpose other than that which is stated on the submitted application.

The Association reserves the right to deny an Application to reserve or rent the Facilities based on the applicant's and/or the applicant's guest/s previous rental history at the Facilities. In addition, the Association has the sole discretion to deny an Application that

is political in nature or does not fall within the purposes for which the Association was incorporated, including political events.

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

#### IV. RENTAL GUIDELINES

##### A. Rental Dates & Times

###### Event Starting and Ending Times for the Facilities (available for reservations):

<b>The Club at Riverstone Ballroom</b>	Monday – Thursday 10:00a.m. – 10:00p.m.	Friday – Saturday 10:00a.m. – 11:00p.m.	Sunday 12:00p.m. – 10:00p.m.
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<b>The Pavilion at the Club at Riverstone</b>	Monday – Sunday 10:00a.m. – 9:00p.m.
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<b>The Pavilion at Avalon Central Park</b>	Monday – Sunday 10:00a.m. – 9:00p.m.
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<b>The Waterpark at Riverstone</b>	<u>May – September</u> Tuesday – Saturday 10:00a.m. – 12:00a.m.	Sunday 11:00a.m. – 11:00p.m.
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\*in alignment with the Pool Schedule

<b>Riverstone Boulevard Pool</b>	<u>May – September</u> Tuesday – Saturday 10:00a.m. – 12:00a.m.	Sunday 11:00a.m. – 11:00p.m.
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\*in alignment with the Pool Schedule

<b>Creekstone Village Pool</b>	<u>May – September</u> Tuesday – Saturday 10:00a.m. – 12:00a.m.	Sunday 11:00a.m. – 11:00p.m.
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\*in alignment with the Pool Schedule

The Facilities, including parking lots, must be promptly cleared and vacated within 30 minutes after the end of the event. In the event that the applicant fails to vacate the Facilities at the designated time, s/he will forfeit his/her security deposit.

Unavailable Rental Dates:

The Facilities are not available for rental reservations on the following dates:

New Year's Eve  
New Year's Day  
Easter Weekend  
Good Friday  
Mother's Day  
Father's Day  
July 4<sup>th</sup>  
Memorial Day  
Labor Day  
Thanksgiving Week  
Christmas Week

The Association, in its sole and absolute discretion, may restrict additional dates for the rental/reservation of the Facilities.

**B. Conduct and Compliance with Applicable Laws and Deed Restrictions**

The applicant and the applicant's agents, contractors, licensees, invitees, participants, and guests using the Facilities shall comply with the laws of the United States and the State of Texas, and all rules and regulations, laws, and ordinances adopted by Fort Bend County, as well as all applicable Dedicatory Instruments. The applicant and the applicant's agents, contractors, licensees, invitees, participants, and guests will be subject to all applicable law enforcement penalties while present at the Facilities.

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

The applicant assumes full responsibility for the acts and omissions of all of his/her agents, contractors, licensees, invitees, participants, and guests attending the event which may result in a violation of any of the terms and conditions set forth in this Policy.

The Association, in its sole and absolute discretion, has the right, but not the obligation, to remove from the Facilities all objectionable persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Facilities and the surrounding areas.

**C. Occupancy Limits**

The occupancy limits for the Facilities are set forth below. The occupancy of the

Facilities may not exceed the occupancy limits below at any time.

The Club at Riverstone-Live Oak Ballroom	Seated: 84 people Standing: 100 – 115 people
The Pavilion at The Club at Riverstone	Seated: 24 people
The Pavilion at Avalon Central Park	Seated: 48 people
The Waterpark at Riverstone	Open Hour: 25 people After Hours: 200 people
Riverstone Boulevard Pool	Open Hour: 25 people After Hours: 50 people
Creekstone Village Pool	Open Hour: 25 people After Hours: 60 people

**D. Parking**

The applicant and the applicant's agents, contractors, licensees, invitees, participants, and 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. No street parking or parking along the turn-in to the Facilities is permitted.

With the exception of those events which are to be held in outdoor portions of the Facilities, the applicant and the applicant's agents, contractors, licensees, invitees, participants, and guests are required to remain inside the Facilities throughout the event. Guests will not be permitted to remain in their cars, in the parking lot, or on the streets or sidewalks except upon arrival and departure. Guests may not cause excessive vehicle noise or 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 Properties or at the Facilities, nor may any advertising leaflets, papers, or written material be distributed within the Properties or at the Facilities without the consent of the Association.

**F. Equipment**

NO OUTSIDE EQUIPMENT, including, but not limited to, personal cooking devices, music/sound equipment, smoke machines, inflatable units, and special lighting, is permitted within the Facilities and the surrounding premises without the prior written consent of the Association. The Association reserves the right to prohibit outside equipment or rental services from being brought into the Facilities if, in the Association's

sole discretion, the equipment or services are deemed to potentially create additional risk to the Facilities or their furnishings or are deemed to necessitate additional custodial or staffing services. The Association reserves the right to require additional insurance requirements (see **Section S. Liability Insurance and Indemnification**) for any equipment that is brought onto the premises.

The Association may monitor the sound level of musical or sound equipment, and the Association reserves the right to require an applicant to reduce sound levels if, in the discretion of the Association, such reduction is deemed necessary. Failure to reduce sound levels upon request by the Association may result in the immediate termination of the event and the forfeiture of the applicant's security deposit.

Equipment located in The Club at Riverstone-Live Oak Ballroom includes a refrigerator, a microwave, a hot warming cabinet, an ice maker, and basic audio/visual equipment. The Association does not guarantee that equipment will be available for every event at The Club at Riverstone-Live Oak Ballroom. No refunds will be provided if equipment is unavailable for use. At the termination of the event, all food must be removed from the refrigerator and Facility, and all equipment must be left in a clean condition. **No heating equipment is allowed inside the building except for caterers' heating devices.**

Storage of any supplies or equipment at the Facilities prior to an event or following an event is prohibited.

Catering services may arrive two hours prior to the event.

#### **G. No Smoking; Glass Containers**

There is a NO SMOKING POLICY at the Facilities. Glass containers are permitted inside The Club at Riverstone-Live Oak Ballroom; however, glass containers are not permitted on parking lots or at other Facilities located outdoors.

#### **H. Alcohol**

Subject to the provisions set forth in this Section H, the only facility where alcohol is permitted is The Club at Riverstone-Live Oak Ballroom. To the extent applicable, the applicant is responsible for obtaining all licenses that the Texas Alcoholic Beverage Commission (TABC) may require for the service of alcoholic beverages in the Facilities. The applicant must obey all state alcohol regulations and shall be responsible for fines should those laws be violated.

The applicant assumes responsibility for ensuring that (i) no one under the age of 21 is served or consumes alcoholic beverages at the Facilities, (ii) no one who is intoxicated is served alcoholic beverages at the Facilities, and (iii) any intoxicated guests are not permitted to drive when leaving the Facilities.

The consumption of alcoholic beverages shall be confined to the Facilities. No alcohol may be consumed in the parking lot or in the areas surrounding the Facilities. Any event that includes alcohol will require a uniformed officer. Refer to **Section O. Event Security**, for further information.

Alcohol may not be sold at the Facilities.

**I. Animals**

No pets are permitted on the Facilities' premises.

**J. Decorations**

Only freestanding decorations may be used. No decorations of any type shall be attached to the structures, ceilings, walls, or furnishings within the Facilities. **NO TAPE, PINS, STAPLES, GLITTER, CONFETTI, RICE, BIRDSEED, OR CANDLES (EXCEPT CAKE CANDLES) SHALL BE PERMITTED** inside the Facilities or anywhere on the premises or grounds. The Association, in its sole discretion, may assess fines on applicants who violate these regulations in accordance with the Association's Dedicatory Instruments (as that term is defined in the Texas Property Code).

All table centerpieces and other decorations must meet fire and safety codes/regulations (i.e. no open flames, except for 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 the applicant. No tape or staples may be used to attach table coverings.

**L. Clean Up**

The applicant shall return the Facilities and their furnishings, equipment, and property in substantially the same condition as received. Before leaving the Facilities, the applicant must (i) clear all tables and remove all decorations and personal belongings, and (ii) clean the kitchen, if used during the event. Two (2) garbage cans with bags will be provided at the start of the event. Applicants are responsible for disposing of all trash after each rental.

**M. Non-Emergencies**

If additional event staff, other than staff currently working at the event, are called to the Facilities to respond to a non-emergency that is not the fault or responsibility of the Association (by way of illustration, but not in limitation, a pulled fire alarm with no



threat of fire or damage requiring immediate attention, etc.), the applicant will be billed a minimum of \$75.00 for the first hour and \$25.00 per hour thereafter for services rendered by the additional staff.

#### **N. Non-Conforming Events**

Events that do not conform to the community-wide standard (as determined in the sole discretion of the Association) or the requirements and standards stated herein, and any violations by the applicant and the applicant's agents, contractors, licensees, invitees, participants, and guests will result in the immediate cancellation or termination of the event and the forfeiture of the rental amount and security deposit. No exceptions will be made.

#### **O. Event Security**

The Association has the right to require uniformed security officers for any and all events.

**Costs for security, as determined by the Association, will be included and/or added to the Facilities rental cost. All fees are due at time of reservation. Failure to make payment at time of reservation will result in the termination of the event and the forfeiture of the security deposit.**

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

Security officers will be scheduled by the Association and will be in attendance for the full duration of the event at the Facilities, which duration will begin a minimum of 30 minutes prior to commencement of the event and will end 30 minutes after the conclusion of the event. This requirement may be modified at the discretion of the Board.

#### Standard Security Guidelines:

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

The Association reserves the right to require additional security officers, paid for by the applicant, if, in the sole discretion of the Association, it is deemed that there is an additional security need based on factors such as, by way of illustration and not in limitation, the size of the group, the average age of the group, the nature of the event and activities, the hours and duration of the event, the presence of live entertainment at the event, and past experience with a group.

If uniformed law enforcement officers are called out due to a disturbance, the 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 8 years of age require one person 18 years of age or older for every 5 children under 8 years of age. Such individuals aged 18 or older must be present throughout the duration of the event, including set up and clean up. Failure to comply with this requirement shall result in the termination of the event and the forfeiture of the security deposit.

**Q. Personal Property**

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

After the expiration of the rental time/agreement, or after the termination or cancellation of the event by the Association or the applicant, the Association reserves the right to remove from the Facilities all personal property remaining thereon and to store or dispose of same where and however it sees fit at the cost of the applicant. The Association shall not be liable in any way to the applicant, to participants, or to guests on account of the removal, storage, or disposal 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 online via the Facilitron website at the time of acceptance of the Application by the Association. All fees are due immediately to secure the reservation date. **Rental fees charged for hours that the Facilities were not used and the security deposit are non-refundable.**

If the proposed event is to include activities which, in the discretion of the Association, create additional risk to the Facilities or to the Facilities' furnishings, or which necessitate additional custodial services, the Association is authorized to require additional amounts for the security deposit as the Association deems commensurate with the additional risk or services required.

Purpose and Use of Security Deposits

The security deposit may be used to repair, replace, or compensate for any property of the

Association which is damaged or missing as a result of use of the Facilities by the applicant and the applicant's agents, contractors, licensees, invitees, participants, and guests or shall be used to compensate for the minimum number of hours of rental and personnel costs established on the fee schedules if the applicant does not show or the event is terminated due to violations of this Policy or of the laws, ordinances, rules, regulations and deed restrictions applicable to the applicant. An additional charge will be billed to the applicant if damages or staff emergency response exceed the security deposit.

For rentals of The Club at Riverstone-Live Oak Ballroom, the applicant must arrive 30 minutes prior to the event to complete the initial section of the Riverstone Pre/Post Inspection Checklist (the "Checklist") with an Association representative, such Checklist attached hereto as **Exhibit "A"** and incorporated herein for all purposes. The applicant must also complete the Checklist at the conclusion of the event with the Association representative. The Checklist is used to ensure clarity regarding the condition of The Club at Riverstone-Live Oak Ballroom before and after the event.

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

#### Return of Security Deposit

If the applicant gives written notice of cancellation of a reservation no later than 14 business days prior to the scheduled event, there will be no cancellation fee charged to the applicant. If the applicant cancels the reservation less than 14 business days prior to the scheduled event, the applicant shall forfeit the security deposit. The date of notice of cancellation shall be the date notice was received by the Association, rather than the date the applicant sent any such notice.

The Association may hold the security deposit for such period of time as is necessary, but not to exceed 30 days, to determine the full extent of damages and to make all repairs or to secure any replacements. Security deposit refunds for completed events will be returned to the applicant via the Facilitron website approximately 30 business days following the function.

#### **S. Liability Insurance and Indemnification**

The applicant must carry a homeowner's insurance policy and must provide proof of such policy upon request by the Association. The 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 Facilities.

The applicant acknowledges and understands that the Riverstone Homeowners Association, Inc., Frost Ranch Development, L.P., Sugar Land Ranch Development, L.L.C., and Hillsboro Estates, L.L.C., including their respective officers, directors, employees, partners, agents, successors, assigns, affiliates, members (of an LLC) contractors, subcontractors of any level, sister and parent companies, subsidiaries, and interrelated companies (collectively referred to herein as the "Riverstone Entities") are not insurers and that the applicant assumes all risks for personal injury, loss or death to persons, including personal property loss or damage, and further acknowledges that the Riverstone Entities have made no representations or warranties, nor has applicant relied upon any representations or warranties, expressed or implied as to the safety of the Facilities.

**APPLICANT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE FACILITIES, INCLUDING, BUT NOT LIMITED, TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. APPLICANT ALSO ACKNOWLEDGES THAT USE OF THE FACILITIES IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE FACILITIES. APPLICANT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 (INCLUDING VARIANTS THEREOF) ASSOCIATED WITH USE OF THE FACILITIES. APPLICANT HEREBY ACKNOWLEDGES THAT THE APPLICANT'S USE OF THE FACILITIES IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. APPLICANT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF APPLICANT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE FACILITIES.**

**APPLICANT DOES HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS THE RIVERSTONE ENTITIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT APPLICANT HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF THE FACILITIES. THIS RELEASE IS SPECIFICALLY INTENDED TO RELEASE ALL CLAIMS OF ANY KIND WHICH APPLICANT MAY HAVE AGAINST THE RIVERSTONE ENTITIES AND THE RIVERSTONE ENTITIES' OWN NEGLIGENCE AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT,**

**COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM, DEMAND, CAUSE OF ACTION, OR LIABILITY INDEMNIFIED AGAINST RELATED TO THE APPLICANT'S USE OF THE FACILITIES.**

**APPLICANT FURTHER AGREES TO DEFEND AND INDEMNIFY THE RIVERSTONE ENTITIES FROM ANY CLAIMS OR CAUSES OF ACTION BROUGHT BY A THIRD PARTY FOR DAMAGES, CONTRIBUTION AND/OR INDEMNITY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT THE THIRD PARTY HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE THIRD PARTY'S USE OF THE FACILITIES BY INVITATION OF APPLICANT.**

**APPLICANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED OR SUSTAINED BY EACH OF THE MEMBERS OF THE APPLICANT'S HOUSEHOLD REGARDLESS OF AGE (COLLECTIVELY, "HOUSEHOLD MEMBERS") AND ANY GUESTS AND INVITEES OF APPLICANT OR ITS HOUSEHOLD MEMBERS, DUE TO ANY ACT OR OMISSION OF THE RIVERSTONE ENTITIES WHILE THE APPLICANT AND HOUSEHOLD MEMBERS AND/OR THEIR GUESTS AND INVITEES ARE IN, ABOUT, OR UPON THE PROPERTY, OR WHILE THEY ARE USING THE FACILITIES AS DESCRIBED IN THIS RELEASE, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE OF THE RIVERSTONE ENTITIES. APPLICANT HEREBY AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RIVERSTONE ENTITIES, FROM AND AGAINST ALL CLAIMS, DAMAGES, CAUSES OF ACTION (INCLUDING ATTORNEYS FEES) ARISING OUT OF OR RESULTING FROM THE APPLICANT'S, HOUSEHOLD MEMBERS', OR THEIR GUESTS AND INVITEES USE OF OR PRESENCE, DIRECTLY OR INDIRECTLY, IN AND NEAR THE FACILITIES.**

**T. Contact Information**


For further information or clarification on the First Amended and Restated Facility Rental Policy, please contact the Riverstone Homeowners Association, Inc., 18353 University Boulevard, Sugar Land, Texas 77479, telephone 281-778-2050 or 281-778-2222.

[SIGNATURE PAGE FOLLOWS]

**CERTIFICATION**

I hereby certify that, as Secretary of the Riverstone Homeowners Association, Inc., the foregoing First Amended and Restated Facility Rental Policy was approved on the 23 day of March, 2022, at a meeting of the Board of Directors at which a quorum was present.

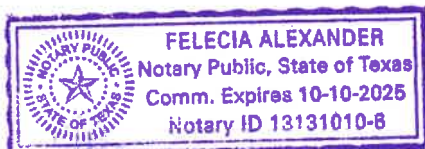
DATED, this the 23 day of March, 2022.

By:   
Print Name: TOM WILCOX  
Title: SECRETARY

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

BEFORE ME, on this day personally appeared Tom Wilcox, the secretary of Riverstone Homeowners Association, Inc., known by me to be the person whose name is subscribed to the foregoing 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 of office, this 23<sup>rd</sup> day of March, 2022.



  
Notary Public - State of Texas

After Recording, Return To:  
Lisa L. Gambrell  
Isabella L. Vickers  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd 57<sup>th</sup> Floor  
Houston, Texas 77056

**EXHIBIT "A"**

*(Riverstone Pre/Post Inspection Checklist follows)*

**THE CLUB AT RIVERSTONE-LIVE OAK BALLROOM**  
**PRE/POST INSPECTION CHECKLIST**

*Must be completed by the Applicant and an Association representative*

Applicant Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Pre-Rental Walkthrough: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Post-Rental Walkthrough: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Item	Pre Rental Condition			Post Rental Condition			Comments:
	Excellent	Good	Bad	Excellent	Good	Bad	
Light Fixtures							
Walls							
Doors							
Windows							
Restrooms – Walls, Floors, Stalls							
Banquet Tables (if applicable)							
Banquet Chairs (if applicable)							
Patio							
Refrigerator							
Sink							
Ice Maker							
Microwave Oven							
Hot Warming Cabinet							
Other Equipment:							

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

Pre Rental Signatures: \_\_\_\_\_  
 Applicant

\_\_\_\_\_  
 Association Representative

Post Rental Signatures: \_\_\_\_\_  
 Applicant

\_\_\_\_\_  
 Association Representative



RETURNED AT COUNTER TO:

Nicholas Deaun

18353 University Blvd.

Sugar Land, TX 77479

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

March 29, 2022 09:20:09 AM



FEE: \$76.00

MV1

**2022042927**