

RECREATIONAL FACILITIES RESERVATION AND USE AGREEMENT

CREEKMONT COMMUNITY ASSOCIATION, INC.

1.

RESIDENT INFORMATION

Resident's Name ("Resident"): _____

Address: _____

Home Phone Number: _____ Work Phone Number: _____;

Cell Phone Number: _____

Resident desires to use the following Designated Recreational Facilities (check one):

_____ Clubhouse only _____ Clubhouse and Pool _____ Pool Only

Use Period: Between the hours of _____ .m. and ____ .m., on _____, 200 ____.
The pool must close no later than _____ .m. The clubhouse must close later than 12:00
(midnight).

II.

DEFINITIONS

2.01. "**Agreement**" shall mean and refer to this Recreational Facilities Reservation and Use Agreement between the Resident and the Association.

2.02. "**Association**" shall mean and refer to **Creekmont Community Association, Inc.**, a non-profit corporation.

2.03. "**Clubhouse**" shall mean and refer to the clubhouse located at the 4423 S. Creekmont Dr. Fresno, Texas 77545

2.04. "**Clubhouse Inspection Form**" shall mean and refer to the inspection form attached as Exhibit "A" to this Agreement.

2.05 "**Clubhouse Rules**" shall mean and refer to the Association's rules for the use of the clubhouse, as specified on Exhibit "B" to this Agreement.

2.06 "**Designated Recreational Facilities**" shall mean and refer to the Clubhouse alone, the Clubhouse and Pool or the Pool alone as selected by the Resident in Section I of this Agreement.

2.07 "**Fees**" shall mean and refer to the Mandatory Cleaning and Inspection Fee and the Security Deposit applicable to the Designated Recreational Facilities.

2.08 “**Inspection Form**” shall mean and refer to the inspection form attached as Exhibit “B” to this Agreement.

2.09 “**Management Company**” shall mean and refer to Crest Management, P.O. Box 219320, Houston, Texas 77218-9320, Phone Number (281-579-0761).

2.10 “**Mandatory Cleaning and Inspection Fee**” shall mean and refer to that certain fee specified below required to be paid by the Resident for the cleaning and inspection of the Designated Recreational Facilities:

Designated Recreational Facilities	Mandatory Cleaning and Inspection fee
Clubhouse Only	\$ 200.00
Clubhouse and Pool	\$ 250.00
Pool Only	\$ 50.00

2.11 “**Pool**” shall mean and refer to the pool located at the Creekmont Recreation Facility, 4423 S. Creekmont Dr. Fresno, Texas 77545

2.12 “**Pool Company**” shall mean and refer to the pool company that is presently under contract with the Association for lifeguards, pool service and maintenance.

2.13 “**Pool Rules**” shall mean and refer to the Association’s rules for the use of the Pool, as specified on Exhibit “C” to this Agreement.

2.14 “**Purpose**” shall mean and refer to Resident’s reason for using the Designated Recreational Facilities during the Use Period, as specified in Section I, above.

2.15 “**Resident**” shall mean and refer to the person(s) indentified in the Resident Information section above, who is the owner of record title to the lot in Creekmont.

2.16 “**Schedule of Fines**” shall mean and refer to the schedule of fines attached as Exhibit “A-1” to this agreement.

2.17 “**Security Deposit**” shall mean and refer to that certain deposit specified below required to use the specified Designated Facilities:

Designated Recreational Facilities	Security Deposit
Clubhouse	\$ 500.00
Clubhouse and Pool	\$ 750.00
Pool Only	\$ 250.00

2.18 “**Use Period**” shall mean and refer to the length of time the Resident will be using the Designated Recreational Facilities as specified in Section I, above.

III.
DESIGNATED RECREATIONAL FACILITIES

3.01 **Authorized.** The Association grants Resident the right to use the Designated Recreational Facilities during the Use Period. Resident represents to the Association that the Designated Recreational Facilities are being used for the personal use of Resident and not for the use of a non-resident of the Creekmont community. Resident agrees to forfeit the Security Deposit if the Designated Facilities are used by someone other than resident.

3.02 **Fees.** The Resident agrees to pay the Fees to the Association. The Fees are due and payable at the time the Resident signs this Agreement. PLEASE MAKE SEPARATE CHECKS FOR THE FEES PAYABLE TO THE ASSOCIATION, ONE FOR THE MANDATORY CLEANING AND INSPECTION FEE, AND ONE FOR THE SECURITY DEPOSIT. The Association will deposit the checks for the Fees into the Association's checking account, upon receipt of the checks.

3.03 **Rules.** If the Designated Recreational Facilities include the Clubhouse, the Resident agrees to comply with the Clubhouse Rules. If the Designated Recreational Facilities include the Pool, the Resident agrees to comply with the Pool Rules.

3.04 **Cancellation.** The Resident agrees to notify the Clubhouse Manager of a cancellation before 5:00 p.m. on the business day preceding the Use Period. The Resident agrees to pay the Association \$ 50.00 if the Resident fails to notify the Management Company of the cancellation, or if the Resident's notification cancellation is late.

3.05 **Occupancy Limit.** The Resident agrees to the occupancy limits set forth in the Clubhouse Rules and the Pool Rules.

3.06 **Vacating of Premises.** The Resident agrees to vacate the Designated Recreational Facilities no later than the end of the Use Period. Prior to vacating the premises, the Resident agrees to remove all food, beverages, and all other materials which the Resident brought to the Designated Recreational Facilities. Prior to vacating the Designated Recreational Facilities, Resident shall: (i) adjust the air conditioning temperature to 80 degrees or the heater at 60 degrees depending on the time of the year; (ii) all lights and ceiling fans are turned off; (iii) all doors and windows are closed and locked; and (iv) the alarm is set.

IV.
SECURITY DEPOSIT AND INSPECTION

4.01 Security Deposit. The Security Deposit may be in the form of a personal check if remitted and received by the Management Company at least ten (10) business days prior to the Use Period. Otherwise, the Security Deposit must be paid by Cashier's Check. THE ASSOCIATION WILL NOT ACCEPT CASH. The Security Deposit will be returned to the Resident in full provided that: (a) there is no damage to any portion of the Designated Recreational Facilities resulting from, attributable to, arising out of, or related to, the use by the Resident, the Resident's invitees, employees, contractors or subcontractors; and, if the Clubhouse is used (b) there are no unacceptable areas shown on the Clubhouse Inspection Form completed at the post-event inspection by the Association. If there is any damage or unacceptable areas shown on the Inspection Form or the Schedule of Fines, then the Security Deposit will be applied against the cost of repairs, if any, plus the amount shown in the Schedule of Fines for any unacceptable areas. **IF MORE THAN 90% OF THE DEPOSIT IS KEPT FOR DAMAGE OR FINES, THE ASSOCIATION RESERVES THE RIGHT TO DENY RESERVATION PRIVILEGES IN THE FUTURE OR TO INCREASE THE AMOUNT OF THE SECURITY DEPOSIT.** It is the responsibility of the Resident, prior to the beginning of the Use Period, to report to the Management

Company any pre-existing damage or condition in, or about, the Designated Recreation Facilities, which the Resident considers unacceptable. Failure to report any pre-existing damage or condition shall constitute acceptance by the Resident of the condition (including any pre-existing conditions) of the Designated Recreational Facilities for the Resident’s intended use and Purpose. The Resident must report Pre-existing damage or unacceptable conditions to:

Crest Management
Phone: 281-579-0761 Fax: 281-579-7062
After hours: Answering Service 281-579-0761
Note: Include the reporter’s name, address, date and time of call

4.02 **Inspection.** The Designated Recreational Facilities will be inspected by the Management Company or other authorized representative of the Association. If the Clubhouse is used, the representative conducting the inspection will use the Clubhouse Inspection Form and the Schedule of Fines. The purpose of the inspection will be to determine if the Designated Recreational Facilities require any repair or replacement of any items damaged during the Use Period. The Resident agrees that if, in the sole judgment of the Association the Designated Recreational Facilities need to be repaired or any damaged items need to be replaced, then the Association may immediately repair the Designated Recreational Facilities or replace the expenses incurred by the Association. If the repair or replacement cost or any fine exceeds the amount of the Security Deposit, the Resident agrees to pay such additional costs or fines within thirty (30) days from the date of written notice from the Association stating the amount due, and if any such costs or fines are not paid within thirty (30) days from the date of the written notice, interest shall accrue on any unpaid amounts at the lesser of eighteen percent (18%) per annum or the maximum legal rate of interest then prevailing, from the thirtieth day following the date of the written notice until paid. All such amounts shall be added to and become a part of the assessment due by the Resident, and shall be enforceable as an assessment in accordance with the Declaration of Covenants, Conditions and Restrictions for Creekmont. The selection of the contractor for any repair or replacement shall be done within the sole discretion of the Association or its authorized representative.

V.
INDEMNITY

RESIDENT ASSUMES COMPLETE AND SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY OR DEATH TO PERSON, OR DAMAGE TO PROPERTY, REAL OR PERSONAL, DURING THE USE PERIOD, AND RESIDENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS OR PROCEEDINGS MADE AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND /OR AGENTS ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE DESIGNATED RECREATIONAL FACILITIES BY RESIDENT, RESIDENT’S INVITEES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, PROVIDED THAT THIS SHALL NOT OBLIGATE THE RESIDENT TO ANY LIABILITY FOR ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ASSOCIATION OR ITS AUTHORIZED AGENTS. THIS INDEMNITY SHALL ALSO INCLUDE ALL SUMS PAYABLE OR PAID BY THE ASSOCIATION FOR LEGAL FEES OR COURT COSTS. THE SELECTION OF LEGAL COUNSEL SHALL BE WITHIN THE SOLE AND ABSOLUTE DISCRETION OF THE ASSOCIATION.

VI.
MISCELLANEOUS

6.01. **Governing Law.** This Agreement shall be construed under, and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Ft. Bend County, Texas.

6.02. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. If there is more than one Resident, they shall be bound jointly and severally by the terms, covenants and agreements herein.

6.03. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.

6.04. **General.** When used herein, and whenever the text so permits, the singular shall include the plural and the use of any gender shall include all genders.

6.05. **Entire Agreement.** This Agreement and exhibits and attachments hereto constitute the sole and only agreement of the parties and supersede any prior understandings, or written, or oral agreements between the parties with respect to the use of the designated facilities.

6.06. **Completed Agreement.** This signed and completed Agreement, together with the applicable Fees, should be returned to:

Crest Management Company
P.O. Box 219320
Houston, Texas 77218

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS AGREEMENT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS AGREEMENT AND I AGREED TO BE BOUND BY ALL ITS TERMS AND CONDITIONS.

Signed and submitted by Resident on this _____ day of _____ 200_____.

RESIDENT

Signature of Resident

Printed Name

Signature of Resident

Printed Name

ASSOCIATION

By the Management Company
as the Managing Agent

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
Clubhouse Inspection Form

Please use this Clubhouse Inspection Form if the Designated Recreational Facilities include the Clubhouse. There are two columns for you to use. The first column is to check for items in the Clubhouse requiring repair or replacement prior to the Use Period (Pre-Use Period Condition). The second column is to check for items in the Clubhouse requiring repair or replacement upon vacating the premises at the end of the Use Period (Post- Use Period Condition).

Item Inspected	Pre-Use Period Condition	Post- Use Period Condition
Appliances		
Bathroom Fixtures		
Blinds		
Closet Doors		
Decorative Items		
Exterior Doors		
Fans		
Fire Extinguisher		
Flooring		
Furniture		
Refrigerator		
Telephone		
Walls		
Windows		
Woodwork/Trim		

Association Representative's Signature: _____

Notes: _____

Exhibit "A-1"
Schedule of Fines

THE SCHEDULE OF FINES IS IN ADDITION TO ANY FEE CHARGED FOR REPLACEMENT COSTS OR REPAIRS OF ITEMS.

DESCRIPTION	YES	NO	FINE
SECURE AND LOCK ALL DOORS			\$ 100.00
SECURE AND LOCK WINDOWS			\$ 100.00
TRASH REMOVED FROM INSIDE			\$ 50.00
STAINS ON FLOORING			\$ 25.00
STAINS ON FURNITURE			\$ 25.00
FURNITURE MOVED FROM ORIGINAL POSITION			\$ 20.00
MARKS ON WALLS			\$ 25.00
FANS TURNED OFF			\$ 20.00
LIGHTS TURNED OFF			\$ 20.00
ALARM SET			\$ 50.00
AIR CONDITIONING/HEATING SET PROPERLY			\$ 20.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER			\$ 20.00
DAMAGE TO WOODWORK AND/OR TRIM			\$ 25.00
DAMAGE TO WALLS OR DOORS			\$ 25.00
DAMAGE TO FURNITURE			\$ 50.00
DAMAGE TO APPLIANCES			\$ 25.00
DAMAGE TO BATHROOM FIXTURES			\$ 25.00
DAMAGE TO OR REMOVAL OF DECORATIVE ITEMS			\$ 25.00

Association Representative's Signature: _____

Notes: _____

**Exhibit “B” – Clubhouse Rules
For Recreational Facilities Reservation and Use Agreement**

1. Non-Resident use of the clubhouse is not permitted.
2. No animals or pets shall be permitted in the clubhouse.
3. No one shall be allowed in the clubhouse in wet bathing suits.
4. No one shall be allowed in the clubhouse without shoes & shirt.
5. No children shall be left unattended in the clubhouse
6. The Resident shall be responsible for all damage done by household Residents, tenants, or guests.
7. Parties with people under twenty-five (25) years of age must have adequate supervision. Adequate supervision is a person twenty-five (25) years of age or older in the Clubhouse with the following ratio:
 - i. 1-20 persons: at least 2 supervising people.
 - ii. 21-40 persons: at least 3 supervising people.
 - iii. 41-60 persons: at least 4 supervising people
8. The maximum capacity of the Clubhouse is ninety (90) people.
9. All trash shall be removed at the immediate end of the event (next day clean up is not acceptable).
10. Trash should be double bagged to prevent liquids from seeping onto the floor of the clubhouse.
11. No event may extend past the established time, except with prior written approval by management.
12. No live bands shall be permitted.
13. No alcoholic beverages shall be served or consumed on premises.
14. No smoking shall be allowed except in designated “outdoor” smoking areas.
15. The “Reserving Resident” shall be in attendance for the duration of the event, with no exceptions
16. Management shall look only to the “Reserving Resident” for the return of the key and the completion of all clean up required.
17. Clubhouse can be reserved only four (4) times per year per address
18. Any decorations used during the Use Period must be temporary in nature and must not mar any walls or other surfaces
19. No adhesive tape is allowed on any surfaces. Masking tape is normally acceptable if done reasonably and is limited to glass and plastic surfaces.

20. No Confetti
21. No un-weighted balloons
22. The use of tacks, nails or staples on the walls, floors, ceiling or other surfaces is prohibited.
23. Management reserves the right to require the “Reserving Resident” to pay for the cost of a security officer at larger events.
24. Furniture must not be moved.
25. The resident will notify the Management Company if the first aid kit or fire extinguishers are used during the Use Period.
26. The Resident will coordinate pickup and return of the Clubhouse key with the Management Company. The key will be available for pick up at the Perry Homes sales office. The key may be picked up _____ hours before the event and must be returned _____ hours after the event.
27. Immediately following the Use Period, the Resident will:
 - i. Report any damages or problems to the Management Company;
 - ii. Return all chairs to their proper position; and,
 - iii. Properly close and lock exterior doors.

**Exhibit “C” – Pool Rules
For Recreational Facilities Reservation and Use Agreement**

1. Residents must be current in their assessments to use the pool or clubhouse.
2. No alcoholic beverages are permitted.
3. No smoking is permitted inside the fenced Pool area.
4. Lifeguards are required. **SWIMMING WITHOUT LIFEGUARDS ON DUTY IS PROHIBITED.** The lifeguard rate/ratio will be determined by the Pool Company. The lifeguard (s) must be hired through the Pool Company. The cost of the lifeguard (s) is the responsibility of the Resident.
5. The Pool can only be reserved during hours that the Pool is closed to the rest of the residents.
6. Noise must be kept to a minimum level as to not disturb nearby residents.
7. All guests must be accompanied by a Resident at all times.
8. Invited guests are limited to: four (4) guests per Creekmont family adult Resident present. A reasonable charge may be assessed, per guest, in the future. This does not apply if the pool is reserved for a private event.
9. So long as there are an appropriate number of lifeguards, the maximum capacity of the Pool is three hundred (300) people.
10. Residents are responsible for informing guest of the rules.
11. Teenager/Young adult functions at the Pool must have one (1) adult chaperon for every ten (10) in attendance.
12. The use of the lifesaving equipment is for emergencies only.
13. All beverages and food for consumption in the Pool area must be in unbreakable containers.
14. Children 12 years and young must be accompanied and supervised by an adult (18 years or older) at all times.
15. Swimming season dates and times will be posted. Generally, the swimming season typically runs from Memorial Day through Labor Day.
16. While the Pool is closed for the season, it will only be treated for off season care.
17. The pool may be closed when necessary for maintenance operations or inclement weather.
18. The gate to the pool area must be closed and latched after entering or leaving the pool area at all times. Texas State law 757.004. Residents may not prop the gate open

19. No Resident shall knowingly enter the pool enclosure, or permit a child or guest to do so, while suffering from any contagious disease, such as athlete's foot, ringworm, colds, flu, etc. or while suffering from an open wound or sore.
20. Spitting, spouting of water, blowing of nose, etc., are strictly prohibited anywhere within six feet of the waters edge of the main or baby pool.
21. Showers should be taken before entering the pool.
22. All infants and toddlers must have appropriate swimwear:
 - a. Proper swimming diapers with plastic liners or "swimmies" are required for all non-toilet trained infants.
 - b. Disposable diapers are not allowed within the pool
 - c. Usage of floating devices with supervision
23. No glass, weapons or sharp items are allowed within this facility.
24. No wall receptacle (AC) powered equipment is allowed.
25. No loud music will be permitted in the pool area. Personal headsets used with radios, CD players & iPods are recommended & allowed. Consideration should be given not to disturb others in the pool and in the surrounding area. Lifeguards will determine what is and what is not disturbing.
26. No diving, running, horseplay, or games that would be considered dangerous is allowed inside the pool enclosure.
27. No eating or drinking at the pools' edge or in the pool. All food & drink must be consumed in "designated areas" away from the water's edge.
28. No chewing gum is allowed in this facility.
29. Persons under the influence of alcohol and /or taking prescription drugs are advised not to enter the swimming pool.
30. Please dispose of all litter! Keep the grounds clean and tidy when enjoying this facility.
31. Bathing suits and appropriate swimwear are to be worn in the pool. No one shall enter the water of the swimming pool in any clothing or apparel other than swimwear. NO CUTOFFS ALLOWED.
32. No pets/animals are allowed within the pool enclosure
33. No bicycles, skateboards, rollerblades or other wheeled vehicles are permitted inside the pool enclosure, except baby strollers.
34. The pool furniture is to remain within the pool facility and the arrangement of pool furniture is subject to the Lifeguards discretion.

35. No one may throw or place any stones, debris, refuse or discard substances or articles of any kind in the pool or swim area or willfully pollute the waters of either the splash pool or main pool.
36. Air-inflated rafts or floating devices are restricted to a one-person capacity. Restrictions to floating devices of all kinds are subject to lifeguard discretion.
37. All pool toys/balls must be soft & with permission of the lifeguards. No footballs, Frisbees, tennis balls or other hard surface balls or toys allowed. Typically most "Nerf" products will be allowed.
38. All residents must comply with the posted rules. The Association, its contracted personnel, or its Managing Agent has the right to evict anyone from the pool area not in compliance with these rules.
39. The Association or its Managing Agent may take action to impose fines or to suspend the use of the pool to any Resident violating these rules.
40. These rules have been established in an effort to make the Pool a safe and sanitary operation, however, no legal liability is assumed with respect to these rules preventing accident, injury or death.