

B  
Notice  
Z

109

**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

**CERTIFICATE: POLICY FOR NON-MEMBERS' USE OF CLUBHOUSE**

THE STATE OF TEXAS            §  
COUNTY OF HARRIS           §

KNOW ALL MEN BY THESE PRESENTS:

That I, K. W. BROUSSARD, being the duly elected and acting Vice-President of TWIN LAKES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), pursuant to the terms and provisions of Texas Property Code § 202.006 do hereby certify the following, to-wit:

That attached to this Certificate as Exhibit "A" and made a part hereof for all purposes is the current Policy for Non-Members' Use of Clubhouse of the Association which is promulgated from time to time and is subject to amendment and modification pursuant to the authority set forth under the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Twin Lakes, Section One (the "Declaration"), and the various Supplemental Declarations described on Exhibit "B" attached hereto and made a part hereof for all purposes.

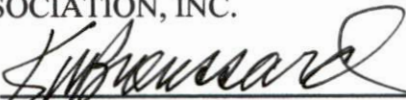
That the properties ("Twin Lakes Subdivisions") affected by and currently governed and bound by the Policy for Non-Members' Use of Clubhouse are set out and more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes.

That the Exhibit "A" represents a true and correct copy of the current Policy for Non-Members' Use of Clubhouse of the Association which with the requirements concerning the use and enjoyment of Common Properties and Common Facilities defined in and contained within the Declaration collectively constitute the rules and regulations for Non-Members' use of the Clubhouse of the Twin Lakes Subdivisions.

That this Policy for Non-Members' Use of Clubhouse of the Association is placed of record in the Office of the County Clerk of Harris County, Texas, in strict compliance with the requirements of Texas Property Code § 202.006.

EXECUTED this 19 day of January, 2017

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.

By:   
K. W. BROUSSARD, Vice-President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of January, A. D., 2017, by K. W. BROUSSARD, Vice-President of TWIN LAKES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

  
Notary Public - State of Texas

AFTER RECORDING RETURN TO:  
Ms. Heather Esteban  
Crest Management Company  
17171 Park Row, Suite 310  
Houston, Texas 77084



**EXHIBIT "A"**  
**TO**  
**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**  
**CERTIFICATE: POLICY FOR NON-MEMBERS' USE OF CLUBHOUSE**



**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

**POLICY FOR NON-MEMBERS' USE OF CLUBHOUSE**

WHEREAS, Twin Lakes Homeowners Association, Inc. (the "Association") hereby adopts a policy for use of the Association's Clubhouse, by persons who are not residents of the Twin Lakes subdivision ("Non-Members"), as such terms are defined in the Association's Declaration of Covenants, Conditions and Restrictions;

The following policy shall govern use of the Association's Clubhouse, located 13200 Twin Lakes Blvd, Houston, TX, by Non-Members. The Association's Board of Directors may modify this policy at any time or from time to time.

1. Non-Members may utilize the Clubhouse upon (a) completion and submission to the Association's property management company (the "Management Company") of a Clubhouse Reservation Agreement (which can be obtained from the Management Company), (b) payment of the rental fee then in effect, and (c) verification by the Management Company that the clubhouse is available on the date and at the time requested.
2. The current rental fee is \$300.00 per day for each time the Clubhouse is used. Such rental fee is not refundable once it is paid, and reservations may not be "held" pending payment of the rental fee. Such rental fee amount may also be modified by the Association's Board of Directors at any time or from time to time (except with respect to existing reservations).
3. The information in the Reservation Agreement shall be fully and accurately completed.
4. The Association reserves the right to remove Non-Members who are using the Clubhouse without having satisfied the above conditions.
5. The Association also reserves the right to terminate the Non-Member's right to use the Clubhouse or other Facilities in the future due to any breach or violation of this Policy, the Reservation Agreement.
6. The Clubhouse is provided by the Association on an "AS-IS" basis. Non-Members agree to assume all risk of injury, loss or damage to themselves and their family members and permitted guests, or any goods, materials or property, arising out of or in connection with use of the Clubhouse.
7. In consideration of being granted access to the Clubhouse, (a) Non-Members agree to be financially responsible for any and all damage to the Clubhouse caused by Non-Members and their family members and permitted guests (collectively, Non-Member Persons), and (b) Non-Members release and discharge the Association and its directors, officers, committee members and other volunteers, pool management company, property management company and other agents (the "Association Persons") from and against any claims, suits, costs, losses, damages, liabilities or expenses (including, without limitation, attorneys' fees) arising out of or in connection with use of the Clubhouse by any of the Non-Member Persons, *whether or not caused or contributed to by any act or omission (negligent or otherwise) of any of the Association Persons*. In that regard, Non-Members agree to defend and indemnify the Association against any and all claims asserted by any resident or other Non-Member or Non-Member Person arising in whole or in part from the activity of Non-Members' use of the clubhouse facilities, as provided for herein.

TWIN LAKES HOMEOWNERS ASSOCIATION  
C/O CREST MANAGEMENT COMPANY  
P.O. BOX 219320  
HOUSTON, TEXAS 77218-9320  
OFFICE (281) 579-0761

**NON-RESIDENT CLUBHOUSE RENTAL AGREEMENT**

**DEAR NON-RESIDENT:**

Enclosed is a copy of the Recreational Facilities Use Contract ("Contract") for your review. Please sign and return to our office with your Security Deposit and Rental Fee. We need two separate cashier checks or money orders payable to Twin Lakes Homeowners Association, Inc

Your security deposit will be refunded, providing there are no damage or clean-up charges. The signed Contract and all monies required must be in Crest Management Company's ("CMC") office ten (10) days before any rental event. The rental is on a first come basis and is not confirmed until we receive your contract, payment, and has been confirmed by Crest Management Co.

<u>FACILITIES:</u>		<u>RENTAL FEES:</u>	<u>SECURITY</u>
<u>DEPOSIT</u>	CLUBHOUSE ONLY	\$300.00	
\$500.00			

**CONTACT: BETTY MAY AT 713-302-7857 FOR KEY PICKUP AND RETURN.**

The rented recreational facilities will be inspected the next morning after your event. After CMC receives the inspection report, the Security Deposit will be processed in accordance with your Contract. It usually is sent within 2 weeks. **There will be a \$100 fine if any furniture is moved.**

**TWIN LAKES CLUBHOUSE ADDRESS:**  
13200 TWIN LAKES BLVD. HOUSTON, TX 77041

**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.  
RECREATIONAL FACILITIES USE CONTRACT**

**THE STATE OF TEXAS  
COUNTY OF HARRIS**

**THIS RECREATIONAL FACILITIES USE CONTRACT ("CONTRACT") IS MADE AND ENTERED INTO BY AND BETWEEN  
THE TWIN LAKES HOMEOWNERS ASSOCIATION, INC. (THE "ASSOCIATION")**

**AND \_\_\_\_\_ (THE "NON-RESIDENT"),**

**WHOSE ADDRESS IS \_\_\_\_\_,**

**Hm. PHONE: \_\_\_\_\_ Wk. PHONE \_\_\_\_\_ CELL \_\_\_\_\_**

**DEFINITIONS**

- A. DESIGNATED FACILITIES SHALL REFER TO THE CLUBHOUSE ALONE. TOGETHER WITH THE PARKING LOT APPURTENANT. THE EXCLUSIVE USE OF THE PARKING LOT IS NOT INCLUDED IN YOUR CLUBHOUSE RENTAL AS IT SERVES THE USE OF OTHER NEARBY AMENITIES, SUCH AS THE POOL AND TENNIS COURTS. THERE TO AS RESIDENT SHALL ELECT UNDER THIS CONTRACT.**
- B. RESIDENT SHALL MEAN AND REFER TO THE OWNER OF RECORD TITLE TO A LOT WITHIN THE TWIN LAKES SUBDIVISIONS.**
- C. NON-RESIDENT SHALL MEAN AND REFER TO A PERSON OR PERSONS THAT DO NOT OWN PROPERTY IN THE TWIN LAKES SUBDIVISION.**
- D. MANAGEMENT COMPANY SHALL MEAN AND REFER TO CREST MANAGEMENT COMPANY, 17171 PARK ROW, SUITE 310, HOUSTON, TEXAS 77084; PHONE 281-579-0761**
- E. RESIDENT RENTAL CONTACT SHALL MEAN AND REFER TO THE NOTED RESIDENT WHO IS HANDLING THE KEY DISTRIBUTION AND THE POST EVENT INSPECTION OF THE CLUBHOUSE.**

**RECITALS**

**WHEREAS, NON-RESIDENT DESIRES TO USE THE FOLLOWING DESIGNATED FACILITIES  
(select one)**

\_\_\_\_\_ **Clubhouse only (DOES NOT INCLUDE ACCESS TO THE POOL PATIO AREA)**

**AND HAS REQUESTED THE ASSOCIATION TO AUTHORIZE AND FACILITATE SUCH USE; AND**

**WHEREAS, NON-RESIDENT HAS AGREED TO AND WILL ASSUME COMPLETE, ABSOLUTE, AND SOLE PERSONAL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY OR DAMAGE TO PERSONS OR PROPERTY, REAL OR PERSONAL, RESULTING FROM, ATTRIBUTABLE TO, ARISING OUT OF OR RELATED TO THE USE OF THE FACILITIES BY NON-RESIDENT AND THE INVITEES, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS, OF NON-RESIDENT.**



NOW THEREFORE, FOR AND IN CONSIDERATION OF THESE PREMISES, THE FEES AND COVENANTS AND AGREEMENTS HEREAFTER SET FORTH, THE ASSOCIATION AND NON-RESIDENT COVENANT AND AGREE AS FOLLOWS:

**AUTHORIZED USE:** THE ASSOCIATION GRANTS TO THE NON-RESIDENT THE RIGHT TO USE OF THE DESIGNATED FACILITIES FOR:

TYPE/ KIND OF PARTY \_\_\_\_\_

APPROX \_\_\_\_\_ OF GUESTS: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_ BOTH \_\_\_\_\_

DATE / TIME: \_\_\_\_\_ 201 \_\_\_\_\_ START AT \_\_\_\_\_ M, END AT \_\_\_\_\_ M

1. **FEES:** THE RENTAL FEE FOR THE DESIGNATED FACILITIES AND THE APPLICABLE SECURITY DEPOSIT ARE AS FOLLOWS:

<u>FACILITIES</u>	<u>RENTAL FEE</u>	<u>SECURITY DEPOSIT</u>
CLUBHOUSE ONLY	\$300.00	\$500.00

2. **PAYMENT:** NON-RESIDENT SHALL REMIT AND PAY THE APPLICABLE RENTAL FEE AND SECURITY DEPOSIT AT THE TIME OF RESERVATION AND SIGNATURE ON THIS CONTRACT BUT, IN ANY EVENT, IN ADVANCE OF ANY USE OF THE DESIGNATED FACILITIES.

**PLEASE MAKE CASHIER'S CHECKS OR MONEY ORDERS PAYABLE TO THE ASSOCIATION, ONE FOR THE RENTAL FEE AND ONE FOR THE SECURITY DEPOSIT.**

3. **FACILITIES USE RULES:** NON-RESIDENT AGREES TO USE THE DESIGNATED FACILITIES IN STRICT COMPLIANCE WITH THE FOLLOWING RULES:

- ◆ ABSOLUTELY NO FURNITURE IS TO BE MOVED WITH THE EXCEPTION OF THE THREE BISTRO TABLES, WHICH MAY BE MOVED WITH THE SUPPLIED FURNITURE MOVING PADS AVAILABLE IN THE CLUBHOUSE. IF MOVED, THE BISTRO TABLES MUST REMAIN INSIDE THE CLUBHOUSE.
- ◆ NO SMOKING IS PERMITTED INSIDE THE CLUBHOUSE.
- ◆ IF A NON-RESIDENT, OR AN INVITEE OR CONTRACTOR ACTING ON NON-RESIDENT'S BEHALF OR REQUEST, PROVIDES LIQUOR OR OTHER ALCOHOLIC BEVERAGES FOR CONSUMPTION DURING THE AUTHORIZED USE, SAME SHALL ONLY BE SERVED AND CONSUMED WITHIN THE DESIGNATED FACILITIES. **THE SERVING AND CONSUMPTION OF LIQUOR OR OTHER ALCOHOLIC BEVERAGES IN, ON OR ABOUT THE TENNIS COURTS, THE PARKING LOT OR OTHER AREAS OUTSIDE THE DESIGNATED FACILITIES IS STRICTLY PROHIBITED.**
- ◆ NO TAPE IS ALLOWED ON WALLS. REMOVABLE POSTER TAPE (DOUBLE-STICK) IS ALLOWED ON SLICK PAINTED SURFACES ONLY.
- ◆ NO HELIUM BALLOONS ARE PERMITTED TO BE USED INSIDE THE CLUBHOUSE.
- ◆ CEILING FANS MAY BE ADJUSTED FOR SPEED ONLY BY ITS INDIVIDUAL REMOTE CONTROL.
- ◆ THE FIREPLACE IS FOR DECORATION ONLY AND IS NOT TO BE USED.
- ◆ NO SWIMMING ATTIRE IS ALLOWED IN THE CLUBHOUSE AT ANY TIME.

- ◆ ALL TRASH MUST BE REMOVED FROM THE DESIGNATED FACILITIES AND MUST BE DISPOSED OF AT NON-RESIDENT'S HOME.
- ◆ ALL KEYS FURNISHED TO THE NON-RESIDENT SHALL BE RETURNED BY THE NON-RESIDENT BY 9:00 A.M. ON THE DAY FOLLOWING THE USE PERIOD UNLESS SPECIFIC PRIOR ARRANGEMENTS HAVE BEEN MADE WITH THE RESIDENT RENTAL CONTACT. KEYS ARE TO BE RETURNED TO THE RESIDENT RENTAL CONTACT FROM WHOM THE KEYS WERE RECEIVED UNLESS PRIOR ARRANGEMENTS ARE MADE.

**CONTACT: Ms. Betty May— 713-302-7857**

**THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.**

4. **CANCELLATION POLICY.** NON-RESIDENT AGREES TO NOTIFY THE MANAGEMENT COMPANY OF ANY CANCELLATION BEFORE 5:00 P.M. THE DAY PRECEDING THE SCHEDULED EVENT. IF THE SCHEDULED EVENT IS ON SATURDAY, SUNDAY OR MONDAY, THE NON-RESIDENT AGREES TO NOTIFY THE MANAGEMENT COMPANY NO LATER THAN 5:00 P.M. THE PRECEDING FRIDAY.
5. **OCCUPANCY LIMIT.** NON-RESIDENT AGREES THAT NO MORE THAN 60 PERSONS, INCLUDING THE NON-RESIDENT, WILL BE PRESENT AND USING THE DESIGNATED FACILITIES AT ANY ONE TIME.
6. **VACATING OF PREMISES.** NON-RESIDENT COVENANTS AND AGREES ALL PERSONS SHALL HAVE VACATED THE DESIGNATED FACILITIES NO LATER THAN 1:00 A.M.
7. **SECURITY DEPOSIT.** AT THE TIME THIS CONTRACT IS SIGNED, NON-RESIDENT SHALL DELIVER TO THE ASSOCIATION THE APPLICABLE SECURITY DEPOSIT. THE ASSOCIATION SHALL IMMEDIATELY DEPOSIT THE SECURITY DEPOSIT IN THE ASSOCIATION'S CHECKING ACCOUNT. THE SECURITY DEPOSIT MAY BE IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER IF REMITTED AND RECEIVED BY THE MANAGEMENT COMPANY AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE RENTAL DATE. OTHERWISE, THE SECURITY DEPOSIT WILL BE RETURNED IN FULL IF: (A) THERE IS NO DAMAGE TO ANY PORTION OF THE DESIGNATED FACILITIES COVERED BY THE CONTRACT RESULTING FROM, ATTRIBUTABLE TO, ARISING OUT OF OR RELATED TO THE USE OF THE DESIGNATED FACILITIES BY NON-RESIDENT OR THE INVITEES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF NON-RESIDENT; AND (B) THERE ARE NO UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM COMPLETED AT THE POST-EVENT INSPECTION OF THE ASSOCIATION. IF THERE IS ANY DAMAGE OR ANY UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM, THEN THE SECURITY DEPOSIT WILL BE APPLIED AGAINST THE COST OF CLEAN UP AND/OR REPAIRS, PLUS THE AMOUNT SHOWN IN THE SCHEDULE OF FINES FOR ANY UNACCEPTABLE AREAS SHOWN ON THE INSPECTION FORM, THEN THE SECURITY DEPOSIT WILL BE APPLIED AGAINST THE COST OF CLEAN UP AND/OR REPAIRS, PLUS THE AMOUNT SHOWN IN THE SCHEDULE WILL BE APPLIED AGAINST THE COST OF CLEAN UP AND/OR REPAIRS, PLUS THE AMOUNT SHOWN IN THE SCHEDULE OF FINES FOR ANY UNACCEPTABLE AREAS. THE SCHEDULE OF FINES AS SET FORTH IN EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES ("SCHEDULE OF FINES") IS ACCEPTED AND AGREED TO BY THE NON-RESIDENT.

IT IS THE RESPONSIBILITY OF THE NON-RESIDENT, PRIOR TO THE BEGINNING OF THE RENTAL USE PERIOD, TO REPORT TO THE MANAGEMENT COMPANY ANY DAMAGE OR OTHER CONDITION PRE-EXISTING IN OR ABOUT THE DESIGNATED FACILITIES, WHICH THE NON-RESIDENT CONSIDER UNACCEPTABLE. FAILURE TO REPORT ANY PRE-EXISTING DAMAGE OR CONDITION SHALL CONSTITUTE ACCEPTANCE BY THE NON-RESIDENT OF THE CONDITION (INCLUDING ANY PRE-EXISTING CONDITIONS) OF THE DESIGNATED FACILITIES FOR THE NON-RESIDENT'S INTENDED USE.



PRE-EXISTING DAMAGE OR UNACCEPTABLE CONDITIONS SHOULD BE REPORTED TO:

**CREST MANAGEMENT COMPANY**

281-579-0761

AFTER HOURS: ANSWERING SERVICE

NOTE: INCLUDE THE REPORTER'S NAME, ADDRESS, DATE AND TIME OF CALL.

8. **INSPECTION.** AFTER NON-RESIDENT VACATES THE DESIGNATED FACILITIES, IT SHALL BE INSPECTED BY THE COMMUNITY REPRESENTATIVE. THE COMMUNITY REPRESENTATIVE WILL USE AN INSPECTION FORM PROVIDED TO NON-RESIDENT AT TIME OF RENTAL AND THE ATTACHED SCHEDULE OF FINES FOR INSPECTING THE DESIGNATED FACILITIES TO DETERMINE IF THE DESIGNATED FACILITIES REQUIRED ANY ADDITIONAL CLEANING, REPAIRS OR REPLACEMENT OF ANY ITEMS DAMAGED DURING THE NON-RESIDENT'S USE TERM. THENON-RESIDENT AGREES THAT IF, IN THE SOLE JUDGMENT OF THE ASSOCIATION OR ANY OF ITS AUTHORIZED REPRESENTATIVES: (A) THE DESIGNATED FACILITIES NEED ADDITIONAL CLEANING OVER BASIC CLEANING SERVICES AS DESCRIBED ABOVE, AND/OR TO BE REPAIRED; OR (B) ANY DAMAGED ITEMS SHOULD BE REPLACED (WHETHER OR NOT THE SECURITY DEPOSIT IS ENOUGH TO PAY FOR THE COST OF SAME AND ANY APPLICABLE FINES), THEN THE ASSOCIATION MAY IMMEDIATELY CLEAN AND/OR REPAIR THE DESIGNATED FACILITIES OR REPLACE THE DAMAGED ITEMS AND THE AMOUNT OF THE SECURITY DEPOSIT WILL BE APPLIED AGAINST ANY FINES, THEN TO ANY COSTS, CHARGES OR EXPENSES INCURRED BY THE ASSOCIATION. NON-RESIDENT AGREES TO PAY ANY INVOICED COSTS, CHARGES, EXPENSES OR FINES WITHIN THIRTY (30) DAYS OF INVOICE AND, IF ANY SUCH INVOICE IS NOT PAID WITHIN THIRTY (30) DAYS, INTEREST SHALL ACCRUE ON ANY UNPAID AMOUNTS AT A RATE OF EIGHTEEN PERCENT (18%) PER ANNUM FROM THE THIRTIETH DAY FOLLOWING THE DATE OF THE INVOICE UNTIL PAID. THE SELECTION OF THE CONTRACTOR FOR ANY CLEANING, REPAIRS OR REPLACEMENTS SHALL BE DONE WITHIN THE SOLE DISCRETION OF THE ASSOCIATION OR ITS AUTHORIZED REPRESENTATIVE.
9. **INDEMNITY.** NON-RESIDENT AGREES TO ASSUME COMPLETE AND SOLE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL INJURY OR DEATH TO PERSONS, OR DAMAGE TO PROPERTY, REAL OR PERSONAL, DURING THE TERM OF THIS CONTRACT. NON-RESIDENT SHALL AND DOES HEREBY 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 FACILITIES BY NON-RESIDENT'S INVITEES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS PROVIDED THAT THIS SHALL NOT OBLIGATE THE NON-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.
10. **GOVERNING LAW.** THIS CONTRACT 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 HARRIS COUNTY, TEXAS
11. **BINDING EFFECT.** THIS CONTRACT 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.
12. **SEVERABILITY.** IN CASE ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS CONTRACT 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 CONTRACT SHALL BE CONSTRUED AS IF THE INVALID, ILLEGAL OR UNENFORCEABLE PROVISIONS HAD NEVER BEEN CONTAINED HEREIN.

13. **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.
14. **ENTIRE AGREEMENT.** THIS CONTRACT AND THE 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.
15. **COMPLETED CONTRACT.** THIS SIGNED AND COMPLETED CONTRACT, TOGETHER WITH THE APPLICABLE RENTAL FEE, SECURITY DEPOSIT, AND SPECIAL EVENTS POLICY IF APPLICABLE, SHOULD BE RETURNED TO:

CREST MANAGEMENT COMPANY  
P.O. Box 219320  
Houston, Texas 77218-9320

I CERTIFY AND ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTACT AND I AGREED TO ITS TERMS AND CONDITIONS.

SIGNED AND SUBMITTED BYNON-RESIDENT ON THIS \_ DAY OF \_\_\_\_\_ 201\_\_.

NON-RESIDENT SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.  
BY: CREST MANAGEMENT COMPANY  
AS THE MANAGING AGENT

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**TWIN LAKES CLEANING MEMO—PLEASE KEEP THIS PAGE:**

**THE BOARD HAS REQUESTED A CLEANING AFTER EVERY RENTAL OF THE CLUBHOUSE. THE RENTAL FEE INCLUDES THE PRICE OF CLEANING. HOWEVER, THIS DOES NOT ALLOW YOU TO LEAVE THE CLUBHOUSE DIRTY.**

**RENTERS SHOULD REMOVE ALL TRASH / GARBAGE. AN ADDITIONAL FEE OF \$50.00 WILL BE APPLIED IF TRASH IS LEFT BEHIND AND NEEDS TO BE REMOVED. IF THE CLUBHOUSE IS LEFT DIRTY (E.G., CONFETTI STUCK ON FURNITURE AND FLOORS, BALLOONS IN CEILING FANS AND/OR LIGHT FIXTURES, FOOD ON THE FLOOR AND/OR FURNITURE, FOOD SPILLED IN MICROWAVE, OVEN, OR REFRIGERATOR) AN ADDITIONAL CHARGE WILL BE ASSESSED AND REPORTED TO CREST MANAGEMENT COMPANY BEFORE THE DEPOSIT IS RETURNED. THE ADDITIONAL CHARGE WILL BE WITHHELD FROM THE SECURITY DEPOSIT. YOU WILL BE BILLED SEPARATELY FOR ASSESSED FINES OR REPLACEMENT COSTS THAT EXCEED THE SECURITY DEPOSIT.**

**THE APPOINTED COMMUNITY REPRESENTATIVE WILL EXAMINE THE CONDITIONS OF THE CLUBHOUSE BEFORE IT IS CLEANED TO DETERMINE IF ADDITIONAL CHARGES ARE TO BE ASSESSED.**

**THE APPOINTED COMMUNITY REPRESENTATIVE WILL ALSO BE RESPONSIBLE FOR THE BEFORE AND AFTER EVENT EVALUATION. SHOULD THERE BE ANY QUESTIONS, THE RENTER SHOULD HAVE THE REPRESENTATIVE CONTACT INFORMATION.**

If there are any questions regarding any of the above-mentioned items, please call

Crest Management at 281-579-0761

.....



**EXHIBIT A-1—PLEASE KEEP THIS PAGE  
TWIN LAKES HOMEOWNERS ASSOCIATION, INC.  
INSPECTION FORM AND SCHEDULE OF FINES**

DESCRIPTION	YES	NO	FINE
ANY EVIDENCE OF SMOKING IN THE CLUBHOUSE			\$500.00
EXTERIOR DOORS			\$200.00 OR REPLACEMENT COST
TRASH REMOVED FROM PREMISES			\$50.00
MICROWAVE EMPTY			\$20.00
EMPTY REFRIGERATOR			\$20.00
MOVING OF ANY FURNITURE OTHER THAN BISTRO TABLES			\$100.00
SECURE AND LOCK ALL WINDOWS			\$100.00
CLEAN WALLS OF ALL TAPE AND DECORATIONS			\$50.00
BALLOON STRING CAUGHT IN CEILING FAN			\$150.00 OR REPLACEMENT COST OF FAN
TURN FANS OFF (CEILING, BATHROOM, AND KITCHEN)			\$20.00
TURN ALL LIGHTS OFF ( INSIDE AND OUTSIDE)			\$20.00
IMPROPER DISCHARGE OF FIRE EXTINGUISHER			\$100.00
DAMAGE TO WOODWORK AND/OR TRIM			\$200.00 OR REPLACEMENT COST
KEY NOT RETURNED BY 9:00 A.M. THE FOLLOWING DAY TO PERSON WHO GAVE KEY			\$100.00
RIPS OR DAMAGE TO FURNITURE; MISSING FURNITURE PIECES			\$200.00 OR REPLACEMENT COST
TELEPHONE REPLACEMENT/REPAIR			\$50.00
DAMAGE/REMOVAL OF DECORATIVE ITEMS (LAMPS, PICTURES, VASES, ETC.)			REPLACEMENT COST
DAMAGE TO KITCHEN OR BATHROOM CABINETS			\$100.00 OR REPLACEMENT COST
DAMAGE TO ANY GRANITE COUNTER TOP			REPLACEMENT COST
DAMAGE TO APPLIANCES			\$100.00 OR REPLACEMENT COST
MISSING KITCHEN UTENSILS OR DAMAGE TO THEM			\$100.00 OR REPLACEMENT COST
DAMAGE TO BATHROOM FIXTURES OR BATHROOM AMENITIES			\$200.00 OR REPLACEMENT COST
AIR CONDITIONING RE-SET TO 90 DEGREES MAY 1-SEPT. 30			\$20.00
HEAT RE-SET TO 60 DEGREES OCTOBER 1 TO APRIL 30			\$20.00

**DO NOT LEAVE ANY DEBRIS, TRASH, OR CLEAN-UP OR FINES WILL BE APPLIED.**

\_\_\_\_\_  
NON-RESIDENT(S) INITIALS

**TWIN LAKES CLUBHOUSE STATISTICS:**

- ADDRESS: 13200 TWIN LAKES BLVD. , HOUSTON, TX 77041
- CAPACITY---60
- CLOSES AT 1AM
- REFRIGERATOR, FREEZER WITH ICE MAKER, SINK, GAS STOVE TOP, DOUBLE OVEN, MICROWAVE, DISHWASHER, COUNTER SPACE, BASIC KITCHEN UTENSILS
- 3 GLASS ROUND TABLES, (BISTRO TABLES)
- 1 OBLONG TABLE SEATS 8
- 1 ROUND WOODEN TABLE WITH GRANITE TOP SEATS 4-6
- 2 COUCHES, 2 SIDE CHAIRS
- 2 BENCHES AT ENTRANCE
- 1 BENCH IN LADIES RESTROOM
- FIREPLACE (FOR DECORATIVE PURPOSES ONLY; NOT TO BE USED)
- NO SMOKING IN CLUBHOUSE
- NO WET SWIM SUITS IN CLUBHOUSE
- ALCOHOL PERMITTED ONLY INSIDE CLUBHOUSE, NOT OUTSIDE

**RENTAL COST:**

	RENTAL FEE	DEPOSIT
▪ CLUBHOUSE ONLY	\$300.00	\$500.00

**CONTACT BETTY MAY FOR KEY: 713-302-7857**

.....

**EXHIBIT "B"**  
**TO**  
**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**  
**CERTIFICATE: POLICY FOR NON-MEMBERS' USE OF CLUBHOUSE**



**ALL LOTS WITHIN THE PLATS HEREAFTER DESCRIBED AND THE COMMON PROPERTIES AND COMMON FACILITIES WITHIN THE PLATS AS DEFINED IN THE RESPECTIVE DECLARATION AND SUPPLEMENTAL DECLARATIONS HEREAFTER DESCRIBED:**

- A. Declaration of Covenants, Conditions and Restrictions for Twin Lakes, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. M-249843 and re-filed under County Clerk's File Nos. M-259977, M-350960 and N-082649, originally covering:

Twin Lakes, Section One (63.0054 acres) - recorded under Film Code No. 343084, Map Records of Harris County, Texas.

- B. Supplemental Declaration for Twin Lakes, Section Two, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N-168846 covering, to the extent defined:

Twin Lakes, Section Two (19.7277 acres) - recorded under Film Code No. 349028, Map records of Harris County, Texas.

- C. Supplemental Declaration for Twin Lakes, Section Three, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N-865354 covering, to the extent defined:

Twin Lakes, Section Three (46.1496 acres) - recorded under Film Code No. 352012, Map Records of Harris County, Texas.

- D. Supplemental Declaration for Twin Lakes, Section Four, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N-865358 covering, to the extent defined:

Twin Lakes, Section Four (16.0093 acres) - recorded under Film Code No. 353015, Map Records of Harris County, Texas.

- E. Supplemental Declaration for Twin Lakes, Section Five, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P-694871 covering, to the extent defined:

Twin Lakes, Section Five (51.0021 acres) - recorded under Film Code No. 358051, Map Records of Harris County, Texas.

FILED FOR RECORD

1:00:09 PM

Tuesday, February 7, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, February 7, 2017



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS