

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
CREEKSTONE COMMUNITY ASSOCIATION
CREEKSTONE/SILVERSTONE SUBDIVISION
POLICIES AND PROCEDURES FOR THE RESERVATION AND USE OF THE
ASSOCIATION MEETING FACILITY**

WHEREAS, the Board of Directors of Creekstone Community Association Inc., (the Association) desire to adopt and establish general standards, policies and procedures whereby the Association will allow its meeting and recreational facilities to be used by outside groups and individuals during times not needed by the Association in order to permit the facility to the greatest benefit to the Residents of the Association and local community.

RECITALS

1. The Association has a meeting facility at 22002 Eagle Meadow, Katy, TX 77450.
2. The Association needs the facility for its operations, (Board Meeting, Committee Meeting and other authorized functions) however, there are periods of time the facilities may not be in use by the Association and would be available for use by others;
3. Many groups composed entirely or in part of residents of the Association and the local community are in need of a place to meet, the activities of such groups being of benefit to the residents of the community; and
4. The Association allow such groups to use the facilities at such times and in such a manner as will not interfere with the Association use thereof.

NOW, THEREFORE, BE IT RESOLVED, that the following procedures and guidelines be adopted.

1. A schedule shall be made out by the Association prior to each month blocking out the times during which all or part of the facility will be in use by the Association or for association purposes. The remaining time the facility shall be available for use by outside groups ("user") in accordance with the procedures and policies outlined below. Any group or individual may reserve the facility, subject to Board approval, on a first come, first-served basis, after filling out a reservation application form as provided by the Association. Such form must be signed by a Creekstone/Silverstone homeowner over the age of twenty-one years, owning property within the Association, who agrees to be ultimately responsible for the facility use, and who agrees to be ultimately responsible for the facility use and be present during the use of the facility. This form must be accompanied by the appropriate deposit and/or use fee. Application shall be accepted and reservation made through the **Creekstone Community Association Office located at 22002 Eagle Meadow Drive, or mailed to: Creekstone Community Association, PO Box 6544, Katy, TX 77491, Phone 281-392-2484.**

2. No user shall allow any group or individual to use the facilities other than those making the application and approved for use of the facility.
3. Fees and deposits for use of the facilities shall be determined by the type of user as follows:
 - a. Non-profit, public service organizations shall be allowed to use the facility, one time per month between the hours of 9:00 a.m. - 10:00 p.m. Monday - Friday at no charge to the organization with a \$250.00 deposit. Non-profit free usage is limited to six (6) times per calendar year. These organizations shall be allowed to use the facility more than one time per month at the non-resident user fee of \$300.00 or \$75.00 per hour whichever is greater and a \$250.00 deposit. Youth groups, local churches, affiliated groups, and the local fire department are hereby declared to meet this definition, and other groups or associations may also constitute this category of users.
 - b. Creekstone/Silverstone homeowners (excluding the above) using the facilities for private uses, including but not limited to, parties, receptions, or social gatherings, shall pay a user fee of \$100.00 or \$25.00 per hour, whichever is greater, and shall make a \$250.00 deposit.
 - c. Creekstone/Silverstone residents, not homeowners (excluding the above), using the facilities for private uses, including but not limited to, parties, receptions and social gatherings, shall pay a user fee of \$100.00 or \$25.00 per hour, whichever is the greater and shall make a \$250.00 deposit.
 - d. Sterilization/Sanitation fee of \$75.00 will be assessed for clubhouse rental.
 - e. Purely commercial, for-profit organizations shall not be allowed to use the facility.
 - f. Terms for usage by non-residents- usage requires a Deposit of \$500.00 in the form of a **Refundable Cashiers Check**, and user fee of \$300.00 (for four hours of usage) additional hours needed are to be billed at \$75.00 per hour.
 - g. All parties are subject to Board Approval. Raves, Public Parties or Functions, which may not be deemed by the Board of Directors to be of benefit to the community or its residents, shall not be permitted.
4. The deposits required above shall be made at the time of application and shall be held by the Association until a determination of the costs of repairing the facilities following the activity conducted at the facility is made. All users must contact the Association's Agent prior to using the facilities to schedule an inspection of the facilities following the activity in order to determine repair costs. Keys issued to the user must be returned to the Agent at the scheduled inspection. Failure of the user to contact the Agent prior to use of the facilities or to meet with the Agent at the scheduled inspection or to return the key will result in forfeiture of the deposit. An additional fee of \$25.00 per trip may be charged for herein. If the user does not pay the costs of repair or any additional charges for failure to comply with the aforesaid requirements, the costs shall be deducted by the Association from the deposit, and the balance, if any, returned to the user. If the costs are greater than the amount of the deposit, the user shall be liable for the entire

- amount. No user shall be allowed to use the facilities again until all costs previously incurred are paid.
5. No user may reserve the facilities for more than one meeting per month unless such user is an approved organization meeting at a regularly specified meeting time, which does not unduly interfere with the use of the facilities by other authorized users. All such users must re-submit their applications to the Board on a quarterly basis.
 6. No user may use the facilities if user is found to be delinquent in Association maintenance fees, legal fees, interest or legal fees in connection with deed violations.
 7. All users are limited to the specific area approved for their use and may not use any other area, including the exterior of the facilities, for the display of banners or signs of any sort or any other unauthorized use, except for temporary poster-sized signs placed on an area approved by the Board announcing the meeting, with the placement of each sign being at the sole discretion of the Board.
 8. All users are responsible for returning the facilities to the same condition they were in prior to the user's occupancy and use. Users are responsible for their guests' damage to the facilities as well as their own damages. **No alcohol is permitted to be served in the recreation area of Creekstone.**
 9. The Board reserves the right to terminate any user's occupancy at any time.
 10. The Board reserves the right to require that a bonded security guard be present during times the Board deems such security necessary.
 11. Users shall not use the facilities in such a manner as to damage the facilities or to disturb residents in the vicinity of the facility.
 12. Any potential user must apply to the Board of Directors of the Association prior to his first application for a determination by the Board of Directors that his proposed use meets the standards set forth herein for users. Once this determination has been made, there is no need for subsequent determinations to be made for the user, if the user proposes to have the same or substantially similar use of the facility, unless the Board desires to review the original determination.
 13. Users reserving the facilities for wedding related functions may not throw rice, but may use birdseed in lieu thereof.
 14. The facilities are not to be use for any purpose that violates any State statute, local or county ordinances or regulations.
 15. The Board reserves the right to amend these Policies and Procedures at its discretion at any time without actual notice to those reserving or requesting use of the facilities.
 16. The Board does not endorse any user's political platform, religious belief, or organizational dicta merely by virtue of such use of the Association facilities.
 17. During the time that is determined there is an active pandemic, or the possible spread/exposure of a communicable disease, users will be required to adhere to all safety protocols outlined by Federal, State, and Local government. Users may be charge an additional cleaning/sanitization fee as may be determined by the Board.

CREEKSTONE COMMUNITY ASSOCIATION INC.
RECREATIONAL FACILITY APPLICATION
AND HOLD HARMLESS AGREEMENT

I (we) the undersigned agree to fully defend, protect, indemnify and hold harmless Creekstone Community Association Inc., (CCAI), its employees and agents from and against each and every claim, demand or cause of action and any liability, cost, expense, (including but not limited to reasonable attorney's fees and expenses incurred in the defense of the CCAI) damage or loss in connection therewith, which may be made or asserted by signee, assignees, invitees, agents, or guests or any third parties on account of personal injury, death, property damage caused by, arising out of, or in any way incidental to, or in connection with the use of the facility except as may result solely from the negligence of CCAI.

NAME OF SIGNEE _____
ADDRESS: _____

SIGNATURE: _____
DATE: _____
Pay fee; Pick up key and code _____ Date of Use _____
Paid use Fee _____ Time of Use _____
Contact Agents, **Creekstone Community Assoc. 281-392-2484** by _____

CREEKSTONE/SILVERSTONE COMMUNITY ASSOCIATION
PAID USE RESERVATION APPLICATION

Name of Organization _____
Name of Resident: _____
Address: _____
Phone: Home _____ Business _____
Acct: _____

I have read and understand the Policies and Procedures regarding use of The Creekstone/Silverstone Meeting Facility.

Type of User (as defined in the Association's Policies and Procedures)
Individual group/private use _____
Description/Type of Function _____

Non-refundable: Use Fee \$ _____ 100.00 Damage Deposit \$ _____ \$250.00
Non-resident Use Fee \$ _____ \$300 Damage Deposit \$ _____ \$500.00
Sterilization/Sanitation Fee \$ _____ \$75.00

I am the legal adult owner of the property located at the above address (or tenant/resident of such property with owners written delegation of authority to bind original property to collection for any obligations herein), and I fully understand that I am assuming total responsibility for the safety and actions of myself, my family and my guests on all of the

Association's grounds and property during the time I have the facilities reserved. I do hereby absolve, hold harmless and release from legal responsibility Creekstone/Silverstone Community Improvement Association (the "Association"), its Directors, Employees and Agents for the safety and actions of my guests. I will post the non-refundable user fee at the time I present this application and pay the damage cleaning deposit at the time I pick up the key and code, as required by the Association's Policies and Procedures.

I accept the conditions for reservations and use of the Association Facility (the Building). I understand that if the Building is damaged or left in an unacceptable or unsecured condition, my deposit will be forfeited, or held, to cover the cost necessary to return the Building to its original condition. I will be charged a \$50.00 fee for failure to secure the building when leaving (i.e. failure to reactivate the security system or lock the door). **IF THE KEY AND/OR CODE IS LOST, I WILL PAY THE COST OF HAVING THE BUILDING REKEYED AND RECODED** (Estimated cost \$400-\$500 PLUS 20%).

- ***THERE IS NO SMOKING IN THE BUILDING***
- ***THERE IS NO ALCOHOL TO BE SERVED IN THE BUILDING***
- ***NO FIREARMS OF ANY KIND ARE ALLOWED IN OR AROUND THE BUILDING***

I understand that if I am using the Building, I must contact **Creekstone Community Assoc. 281-392-2484 NO LATER THAN ONE WEEK PRIOR** to using the Building and meet with them following my use thereof for inspection of the Building, at which time I will return my code card or keys issued to me. Failure to contact the Association's Agent **ONE WEEK PRIOR** to use of the Building, meet him/her at the agreed time after use of the Building and return the keys and/or code card will mean forfeiture of the deposit. A \$25.00 per trip fee may be charged. If damage occurs to the Building, I shall make full restitution to the Association of all monies spent in repairing said damage over and above damages and cleaning deposit.

I understand that only birdseed may be used at wedding receptions.

- I understand that if, in the opinion of the Association, the conduct or activities of my guests are not acceptable, or the Policies and Procedures are not adhered to, the facilities then in use will be closed immediately, my guests will be required to leave the premises, and appropriate action will be taken.
- I agree to meet with the Association's Agent for inspection of the premises pursuant to the **INSTRUCTIONS FOR USE OF THE BUILDING**.
- I have received a copy of the Building and Security and cleaning instructions and agree to follow them.
- If I am not going to be the person checking out the Building at the end of the event, _____, phone number _____ is authorized to act in my place.

SIGNATURE _____ DATE _____

**CREEKSTONE RECREATIONAL BUILDING
INSTRUCTIONS FOR USE**

- ***THERE IS NO SMOKING ALLOWED IN THE CREEKSTONE RECREATIONAL BUILDING***
- ***THERE IS NO ALCOHOL PERMITTED IN THE RECREATIONAL AREA OF CREEKSTONE***

GENERAL INSTRUCTIONS

- 1. AC/HEAT: The thermostat for the AC/Heat is located on the west wall of the Building. Set the indicator to Heat or AC and then switch to the "AUTO" position - Set temperature.**
- 2. All trash must be bagged and removed from the Building.**
- 3. Broom, vacuum, wet mop, mop bucket and dustpan are located in the kitchen corner at the northeast end of the room.**
- 4. Sponges, cleaner, cleaning supplies for general use are in the lower kitchen cabinet located by the sink and under the sink.**
- 5. Two (2) 8' tables and thirty (30) chairs are located in the northwest corner of the main room. All tables and chairs must be returned to the northwest corner after use.**

RESTROOM: CLEAN UP

- 1. Check the floor for paper, sweep and/or mop if necessary.**
- 2. Clean urinal, toilet bowl and sink.**
- 3. Clean mirror, counter top, commode seat and base.**
- 4. Flush commode and urinal.**
- 5. Turn off light.**

BEFORE YOU LEAVE

TO BE COMPLETED AFTER USE

- o Floors – cleaned**
- o Appliances – cleaned and off**
- o Tables/Chairs – Please leave chairs and tables as is so tables and chairs can be cleaned and sanitized.**
- o Walls - unmarred- lightly wipe with wet towel if necessary**
 - REMOVE ALL TAPE/PINS FROM WALLS AND CEILING BEAMS**
- o Restrooms - cleaned**
- o Vacuum - returned to pantry**
- o Utilities - turned off- MAKE SURE YOU TURN OFF THE AC/HEAT**
- o Parking lots – cleaned- PICK UP YOUR CIGARETTE BUTTS AND TRASH**
- o Garbage – bagged- PLEASE TAKE THE TRASH TO THE TRASH CANS**

**PLEASE HAVE THIS FORM WHILE DOING THE FINAL INSPECTION WITH
A MEMBER OF THE CLUBHOUSE COMMITTEE OR PROPERTY MANAGER**

Name of Party/Function _____

Date of Use of Facility _____

Comments _____

Inspected by _____ Date _____

Accepted _____ Damage/Cleaning deposit returned _____

Damage/Clean up charges _____ Charges paid _____

Discussed with _____ Phone # _____

TO BE COMPLETED AFTER USE

- ___ Floors – cleaned
- ___ Appliances - cleaned and off
- ___ Tables/Chairs – left out in the clubhouse to be cleaned and sanitized
- ___ Walls - unmarred
- ___ Restrooms - cleaned
- ___ Vacuum - returned to pantry
- ___ Utilities - turned off- MAKE SURE YOU TURN OFF THE AC/HEAT
- ___ Parking lots – cleaned
- ___ Garbage – bagged- out of building