

SILVERLAKE

***Homeowners Association, Inc.
Clubhouse/Pool Facility
2715 Southwyck Parkway***

**Rules and Regulations
Governing the use of the Clubhouse/Pool
Revised: January 23, 2013**

The Board of Directors has the right to amend these rules at any time

Please read this document carefully and in its entirety,
Have the document notarized and
return the document with the deposit and fees to:

Planned Community Management, Inc.
P.O. Box 219223
Houston, Texas 77218

The following rules apply to all clubhouse applicants

1. An applicant must be a member in good standing with the Silverlake Homeowners Association (**Silverlake H.O.A.**), Southwyck Section IV and V HOA, or Silverlake Townhomes. **NOTE:** All assessments must be current. In addition, a copy of applicant's Texas drivers license OR Texas state ID must be provided when executed forms and monies are submitted. Under no circumstances may the clubhouse be subleased to anyone.
2. **THE CLUBHOUSE** may be reserved with a notice of at least ten (10) working days, and reservations are made on a first come first serve basis except for approved Association functions or meetings.
3. Non-profit member organizations or social organizations will be reviewed on a case-by-case basis. Commercial functions are prohibited.
4. Fee Structure
 - A minimum fee of **\$175.00** is required for any clubhouse rental with a refundable **\$300.00** security deposit.
 - These fees may be adjusted or waived by the Board of Directors without prior notice. A cancellation fee in the amount of **\$50.00** will be charged if the reservation is cancelled and the funds have been received and deposited by PCMI.
 - **NOTE:** Two checks are required:
 - **Security Deposit** payable to **Silverlake H.O.A.** in the amount of **\$300.00**. **The deposit check will be deposited for all non-Silverlake residents.** The check will be refunded upon passing the exit inspection and PCMI' receipt of the exit inspection form via the US Mail, or via facsimile to 281-870-9170.
 - **Rental Fee** payable to **Silverlake H.O.A.** in the amount of **\$175.00**.
 - **Copy of Texas Drivers License or Texas I.D. Card reflecting subdivisions address.**
5. **If the pool is also rented**, Lifeguard rate/ratio to be determined by pool contractor. This guard must be hired through the current pool contractor, and you must give at least one week notice. The Cost of the Lifeguards is the responsibility of the resident.
 - **NOTE:** Pool can only be rented during hours that the pool is closed to the rest of the Silverlake residents.
 - The rental fee, if required, is due at the time of reservation.
6. **No Alcohol Permitted in the Pool Area. NO BARBEQUING ALLOWED AT CLUBHOUSE**

7. *Alcohol is not permitted at any time for a community wide function. Alcohol may be permitted for private functions subject to the Lessee providing Uniformed Security Guard. If alcohol is being served in the clubhouse, rental of the pool will not be allowed at the same time.*
 8. **All events must end by 11:00 p.m.**
 9. Noise must be kept down to a level as not to disturb nearby residents. Violations will result in the security deposit refunded at a reduced amount.
 10. A resident of the **Silverlake H.O.A., Silverlake Townhomes or Southwyck HOA** must be present at all times. **The Lease may not sublet the facility for any reason or purpose and may not let anyone use the facility for any use other than that listed on the rental agreement form. If this clause is violated the HOA has the right to retain the entire deposit.**
 11. Teenager/Young adult functions having persons under the age of twenty-one (21) must have one (1) adult chaperon for every ten (10) in attendance.
 12. A uniformed security guard is required for:
 - Teenage/Young adult functions when over twenty-five (25) persons are anticipated to attend.
 - Private Adult functions when fifty or more persons are anticipated to be in attendance and alcohol is to be served.
- NOTE: a uniformed security guard is defined as an individual commissioned by the state of Texas as a peace officer and having jurisdiction in Brazoria or Harris County. ***Payment for the security guards is the responsibility of the applicant.***
13. **Smoking within the clubhouse is prohibited**, and applicants assume full responsibility for any violation of this regulation and related damages.
 14. No pets or animals are allowed in the clubhouse/pool.
 15. Applicant hereby agrees to be responsible for cleaning up the clubhouse, including the kitchen, outside rest rooms, and exterior of the buildings including lawn and park areas immediately following the activity, and thereby leaving the property clean. **You must request use of lawn areas for parties and activities in advance.** The clubhouse must be mopped, vacuumed, trashcans in kitchen emptied and exterior trash receptacles, if applicable, **and all litter and debris must be removed from the interior and exterior premises.**

16. Cleaning/Damage Policy

- If the clubhouse and exterior areas used are adequately cleaned after the function and no damage has occurred, your security deposit will be returned via US mail within ten (10) calendar days.
- A walk-through of the clubhouse will be conducted before and after the event. The second walk-through will take place within twenty-four (24) hours of the event. **Notify the clubhouse coordinator of all areas to be used.**
- The Resident agrees, that if, in the sole judgment of the Association or any of its authorized representatives: (a) the Facility needs to be cleaned or repaired; or (b) any damaged items should be replaced as a result of, or attributable to, the Resident's use of the Facility, whether or not the Security Deposit is enough to pay for the cost of such items, then the Association may immediately clean or repair the Facility or replace the damaged items. The amount of the Security Deposit will be applied to any costs, charges, or expenses. If the Security Deposit is not adequate to pay for the foregoing, then the Resident agrees to pay any invoiced costs, charges, or expenses within thirty (30) days. Failure to pay the invoiced costs within 30 days will result in the Association addressing the amount as an assessment.

17. Decoration Policy

- Any decorations used during the rental period will must be temporary nature, and must not mar any building surfaces.
- The use of either tape, tacks, nails or staples on the walls, floors or ceiling is prohibited and will result in a portion of the deposit being withheld. **If balloons or other items are left on ceiling light fixtures a fee will be charged to retrieve those items.**
- Masking tape is normally acceptable if done reasonably and applied temporarily **Only** to glass and plastic surfaces.
- All decorations and similar materials must be made of fireproof material.

18. Key Policy

- Keys must be returned to the appointed board/committee member or office by 10:00 in the morning following the function. ***Failure to comply will result in forfeiture of your deposit.***

19. Light and Door Policy

- Before leaving, all lights and thermostats must be turned off and all doors must be locked. If the lights or air conditioning/heating is left on applicant will be charged for the extra usage. ***Also, check and lock all restroom doors and exterior gates.***

20. Applicant hereby agrees not to use, occupy or permit the use or occupancy of the clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and governmental and municipal regulations which may be dangerous to life, limb or property. In particular, the applicant must adhere to all state and liquor laws.

- 21. Applicant hereby agrees to indemnify and save the Association harmless from all claims of injury including death to persons or from damage to property which arises from any act or omission by the applicants, its guests and invites, or any other third party where acts of omissions occur while the permission is in effect in or about the subject premises including costs and expenses of defending against any such claims.
- 22. Applicant agrees to use and occupy the subject premises and all areas appertaining thereto, at its own risk and hereby releases **Silverlake H.O.A.**, its Directors, Officers, agents and employees from all claims for any damage, theft of injury to persons including death or property damage.

APPLICANT HEREBY AGREES, AS EVIDENCED BY SIGNING BELOW:

- ***THAT YOU HAVE READ AND AGREE TO BE RESPONSIBLE FOR THE COMPLIANCE WITH THESE RULES AND REGULATIONS AND,***
- ***THAT YOU FURTHER AGREE THAT YOU WILL BE IN ATTENDANCE AT ALL TIMES WHILE THIS RENTAL CONTRACT IS IN EFFECT***

AGREEMENT EXPIRATION DATE: _____

(Print) *Name of Applicant/Organization* *Date of Event*

(Print) *Applicant Address* *Telephone Work/Home*

(Signature) *Name of Applicant* *Date*

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared

_____, known to me to be the person whose name is subscribed in the

foregoing instrument and acknowledged to me that he/she executed the same for the purposes

and consideration therein expressed, **GIVEN UNDER MY HAND AND SEAL OF OFFICE**

this the ____ day of _____, 20 ____.

***NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS***

Reference is made to your request of the **Silverlake Home Owners Association, Inc.** for permission to use the Silverlake Clubhouse located at 2715 Southwyck Parkway, Pearland, TX 77584

Application Information

- 1. Name of owner requesting reservation_____
- 2. Identification: Texas Drivers License_____ Texas I.D. _____
- 3. Date requesting rental_____
- 4. Time of function_____ NOTE: Air & heat are not on at all times. Please allow thirty minutes prior to event to cool or heat.
- 5. Duration in hours _____
- 6. Type of function (**Commercial functions prohibited**)_____
- 7. Will Alcohol be present _____*Yes* _____*No*
- 8. Anticipated Attendance_____
- 9. **Signature of Applicant**

Name	Address	Phone Home/Work
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10. Parents/Chaperons for teenage/young adult functions

Name	Address	Phone Home/Work
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Name	Address	Phone Home/Work
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Use back of page to list additional Parent/Chaperon information

11. If security is required, please list the following information:

Name	Address	Telephone
Badge #	Agency Affiliation	
Security Confirmed		

12. If the pool is rented, please complete the following information:

Party Confirmed with: _____,
 (Pool Contractor)
 for _____ lifeguard(s) to be present during private function.

13. Rental Fee

\$ _____ Amount	_____ Check #
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14. Security Deposit

\$ _____ Amount	_____ Check #
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SILVERLAKE H.O.A.

CLUBHOUSE WALK-THROUGH

	Pre-Rental Condition		Post-Rental Condition	
	Date		Date	
	CLEAN	DIRTY	CLEAN	DIRTY
MAIN AREA				
Floors				
Walls				
Ceiling				
Light Fixtures				
Tables/Chairs				
KITCHEN AREA				
Floors				
Counter tops				
Sinks				
Refrigerator				
Disposal				
REST ROOMS				
Sinks				
Toilets				
Floors				
Mirrors				
OUTSIDE AREA				
Pool				
Pavilion				
Lawn area				
Parking				

Applicant: _____

Walk thru #1 - Pre-Rental Condition

Applicant Signature

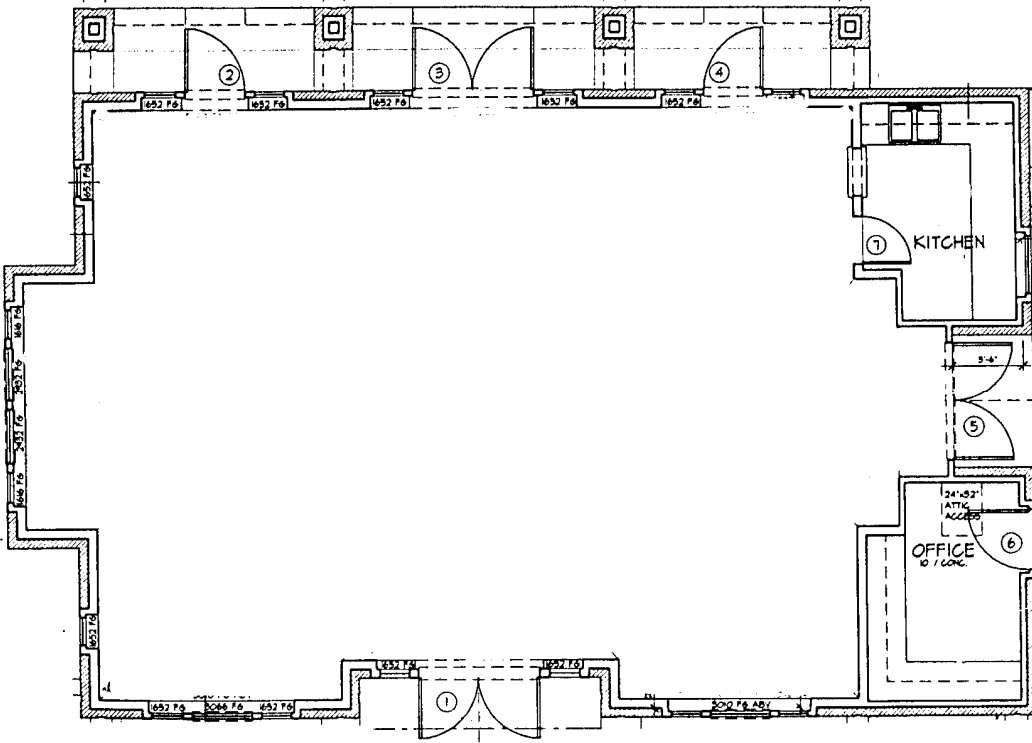
Clubhouse Agent Signature

Walk thru # 2 - Post-Rental Condition

Applicant Signature

Clubhouse Agent Signature

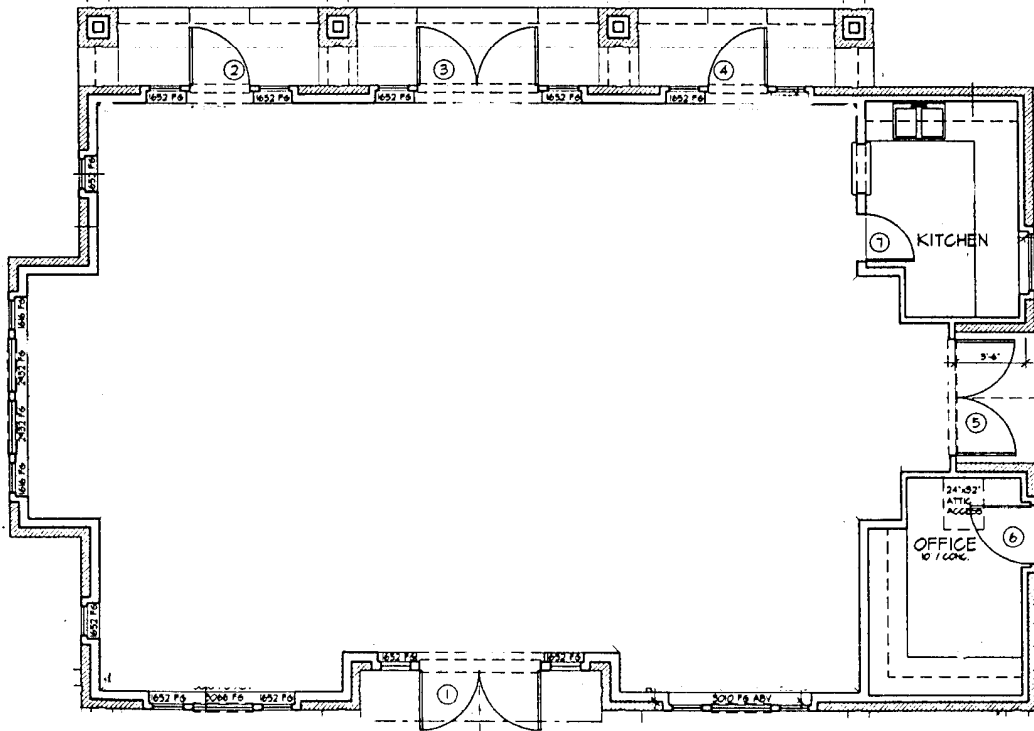
**SILVERLAKE RECREATION MEETING ROOM
CONDITION FORM**



BEFORE

Renter

Key Coordinator



AFTER

Renter

Key Coordinator

MARK ALL CARPET STAINS AND DAMAGE TO WALLS BEFORE AND AFTER

Applicant:

Name _____

Address _____

Phone numbers _____

Usage Date/Time: _____

Usage Fee Required: \$175.00

Deposit Required: \$300.00

Inspection Passed: _____ (yes) _____ (no)

Refund Deposit : _____ (yes) _____ (no)

IF NO/Amount To Be Retained: \$ _____

Deposit Retained Due to (Comments): _____

FACILITIES INSPECTED BY:

_____ **Date:** _____

Signature/Key Coordinator

COMMENTS: _____

Addendum Policy for Use of Clubhouse/Pool

Policy

Applicants for use of the clubhouse/pool shall be limited to residents in good standing with Silverlake HOA, Inc., Silverlake Townhomes and/or Southwyck Community Association, Inc.

Use of the clubhouse shall be limited to individuals, non-profit member organizations, or social organizations. Commercial functions shall be prohibited.

Approval for use of the facility will be in accordance with the existing **Rules and Regulations Governing the use of the Clubhouse/Pool.**

Silverlake HOA reserves the right to cancel a scheduled event when a HOA function takes priority. Every attempt will be made to allow at least 7 days notice.

Approved Association functions or meetings shall take precedence over non-approved or requested functions not yet approved

Silverlake HOA reserves the right to increase or reduce the fee and/or deposit amount for any specific function.

Procedure

Silverlake residents shall follow the procedure below:

The registration process is through PCMI Management Co. @ 281-870-0585, OR contact Leslie Coffey directly @ 281-870-9170 or email lcoffey@stes.com. Complete the clubhouse registration form and return to PCMI Management Company @ P. O. Box 219223, Houston, TX 77218, or to 15995 North Barker's Landing, Suite 162, Houston, TX. 77079

Allow 7 to 10 days for a response for approval or disapproval.

Southwyck residents shall follow the procedure below:

The registration is through PCMI Management Co. @ 281-870-0585 OR contact Leslie Coffey directly @ 281-870-9170 or email lcoffey@stes.com. Complete the clubhouse form and return to PCMI Management Company along with the required fees payable to Silverlake HOA, Inc. at P. O. Box 219223, Houston, TX 77218, or to 15995 North Barker's Landing, Suite 162, Houston, TX. 77079.

It will also be necessary to contact AMI Management Company at (713) 932-1122; or SCS Management Company at (281) 463-1777, to verify good standing and notify PCMI via email to Lcoffey@stes.com. Allow 7 to 10 days for a response for approval or disapproval.

Fees and deposits

Unless otherwise agreed, the fees and deposit policy will be in accordance with the **Rules and Regulations governing the use of the Clubhouse/Pool.**