

**POINT AQUARIUS POA**  
13189 POINT AQUARIUS BLVD  
WILLIS, TX 77318  
(936) 856-4927 OFFICE (936) 856-1132 FAX  
[office@pointaquarius.com](mailto:office@pointaquarius.com)

Re: Community Center Rental Agreement:

I \_\_\_\_\_ have read and agree to uphold the Community Center Rules and Regulations that have been both given to me and posted in the Community Center. I understand I will be responsible for putting tables and chairs away **clean** when I am done. If this is not done, or if any damage occurs, I may lose a portion of or the full amount of my deposit of \$250.00 or \$500.00 if alcohol is served. Also, if any damages are caused over \$250.00 or \$500.00, I understand I am liable. \_\_\_\_\_ (initial)

I also understand that the rental fee for the Community Center is \$200.00 (\$50 of which covers the cost of cleaning the floors, kitchen, and bathrooms) and that no portion of this amount will be returned. \_\_\_\_\_ (initial)

I agree to pick up the key at the POA office the day before, or on Friday if event is on a weekend, and no earlier than 12:00 pm for Friday Evening Rentals. The key must be returned the first business day after the rental or dropped in front door mail slot. \_\_\_\_\_ (initial)

I agree to add the party list to the Gate Key Resident as instructed, prior to my event. I also understand that there is no **OPEN GATE** policy (unless prior approval has been obtained in writing from the Management Office). \_\_\_\_\_ (initial)

If you plan to use the Media Equipment when renting the Community Center, you must be trained in the use of this equipment by someone authorized by the Point Aquarius POA or the Property Management Company.

Please check the equipment you plan to use and both you and the trainer must **initial** that you have received such training.

| EQUIP.     | RENTER | AUTH. TRAINER |
|------------|--------|---------------|
| _____ NONE | _____  | _____         |
| _____ DVD  | _____  | _____         |
| _____ VCR  | _____  | _____         |
| _____      | _____  | _____         |

**Applicant agrees to indemnify and hold harmless Point Aquarius Property Owners Association, Inc., its officers and agents, against any and all claims, demands, or causes of action which may arise out of or result from the use of the Clubhouse Described above, including, but not limited to those claims, demands, and causes of action involving personal injury, death or property damage.**

Rental Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Address

Telephone # (       )

\_\_\_\_\_  
Email address

**POINT AQUARIUS PROPERTY OWNERS ASSOCIATION**  
**RULES AND REGULATIONS OF COMMUNITY CENTER**

**WHEREAS**, the property affected by these Rules and Regulations of Community Center is subject to certain dedications, covenants and restrictions (the "Declaration") set out in instruments recorded in the Official Public Records of Real Property at Montgomery County, Texas, as follows:

- *Section One* – Clerk's File No. 267859; *Section One (Amendment)* – Clerk's File No. 273735; *Section One (Amendment)* – Clerk's File No. 289514; *Section One (Amendment)* – Clerk's File No. 289517; *Section One (Amendment)* – Clerk's File No. 363418; *Section Two* – Clerk's File No. 267860; *Section Two (Amendment)* – Clerk's File No. 363419; *Section Three* – Clerk's File No. 274519; *Section Three (Amendment)* – Clerk's File No. 363420; *Replat of Section Five (Amendment and Restatement)* – Clerk's File No. 9147286; *Section Six* – Clerk's File No. 291427; *Section Six (Amendment)* – Clerk's File No. 363423; *Section Seven* – Clerk's File No. 8931385; *Section Seven (First Amendment)* – Clerk's File No. 8947594; *Section Seven (Second Amendment)* – Clerk's File No. 9019239; *Section Eight* – Clerk's File No. 9021168; *Section Nine* – Clerk's File No. 9021170; *Partial Replat of Section One* – Clerk's File No. 9125463; *Partial Replat of Reserve of Section One (First Amendment)* – Clerk's File No. 9131033; *Section Ten (Amended and Restated)* – Clerk's File No. 9149702; *Summerchase Section One (Corrected Declaration)* – Clerk's File No. 2006-047887; and

**WHEREAS**, pursuant to the authority vested in Point Aquarius Property Owners Association (the "Association") in the Declaration and bylaws of the Association, and as set out in the TEXAS PROPERTY CODE, the Board of Directors of the Association (the "Board") has determined that it is necessary to adopt rules and regulations in order to regulate the use and rental of the Association's Community Center located in the Point Aquarius Subdivisions (collectively the "Subdivision"); and

**WHEREAS**, TEXAS PROPERTY CODE Section 204.010 permits the Association, acting through its board of directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision, to implement written architectural control guidelines for its own use, and to exercise all other powers necessary and proper for the governance and operation of the Association; and

**WHEREAS**, the Association hereby finds it necessary and desirable, in order set out a clear, concise, and a uniform set of rules and regulations for the use and rental of the Association's Community Center;

**NOW, THEREFORE, BE IT RESOLVED** that the following conditions and

requirements are hereby established as the Association's Rules and Regulations of Community Center.

The Association owns the community center located on Pegasus (the "Clubhouse"). The Clubhouse is available for use by all Point Aquarius residents. Details can be obtained by calling the Point Aquarius Management Office, 936-856-4927, for more information.

The following rules are in effect for use of the POA Clubhouse:

- The resident renting the facility must be a "member in good standing" and must not have any outstanding deed restriction violations.
- Use of the Clubhouse for neighborhood groups (Garden Club, Bingo Crafts, etc.) is free. We request that the facility is left in the condition it is found, *i.e.*, clean and tidy.
- All garbage shall be disposed of in the trash cans provided. Please do not leave trash outside in plastic bags.
- For all events with non-resident guests, *i.e.*, birthday parties, wedding functions, business meetings, etc., there will be a \$200 non-refundable rental fee and a \$250 security deposit. If alcohol is served at the event, the security deposit shall be \$500. The security deposit will be refunded in two working days after the function, provided the clubhouse is in the same condition it was at rental.
- Checks and/or money orders shall be made payable to: Point Aquarius Property Owners Association.
- Maximum occupancy of the clubhouse is 150.
- There must be an adult in good standing, over the age of 21, present at all times.
- Alcoholic beverages are permissible.
- The Clubhouse is a smoke free facility and discarded cigarette/cigar butts shall be placed outside in the receptacles provided.
- Wet swimsuits may not be worn in the clubhouse; shoes are required for safety.
- Attaching of articles, such as posters, balloons, etc., to the walls and/or ceiling is **PROHIBITED**.
- **No** animals are allowed in the Clubhouse or on the outside premises.
- Barbeque pits and other outdoor cookers are permissible at the rear of the facility on the grassy area.
- Fishing and sporting equipment may not be brought into the Clubhouse.

- **WHEN YOU VACATE THE CLUBHOUSE, PLEASE ENSURE ALL DOORS ARE LOCKED!!!**

- Hours Clubhouse will be open:

Sunday - Thursday

10:00 a.m. - 10:00 p.m.

Friday - Saturday

10:00 a.m. - Midnight

These Rules and Regulations of Community Center are effective upon recordation in the Public Records of Montgomery County, Texas, and supersede any rules, regulations, and procedures which may have previously been in effect. Except as affected by the TEXAS PROPERTY CODE and/or by these Rules and Regulations, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

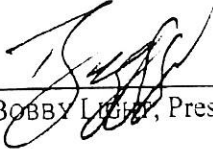
This is to certify that the foregoing Rules and Regulations of Community Center was adopted by the Board of Directors until such date as it may be modified, rescinded or revoked.

The Board of Directors hereby adopts, approves and authorizes the above Rules and Regulations of Community Center.

Signed this 12<sup>th</sup> day of September, 2013.

**POINT AQUARIUS PROPERTY OWNERS  
ASSOCIATION**

By:

  
BOBBY L. LOTT, President

|   |  |   |           |
|---|--|---|-----------|
| COMMUNITY CENTER:                                     |  |   |           |
| 1. TRASH NOT IN DUMPSTERS PROVIDED                    |  |   | \$ 20.00  |
| 2. FOOD LEFT IN REFRIGERATOR                          |  |   | \$ 20.00  |
| 3. KITCHEN NOT TIDY                                   |  |   | \$ 20.00  |
| 4. TABLES/CHAIRS NOT PUT AWAY                         |  |   | \$ 20.00  |
| 5. FURNITURE NOT IN ORIGINAL LOCATION                 |  |   | \$ 20.00  |
| 6. DECORATIVE ITEMS DAMAGED OR REMOVED                |  | FURNITURE, PICTURES, ETC.                     | \$ 100.00 |
| 7. SMOKING MATERIAL & LITTER OUTSIDE COMMUNITY CENTER |  |   | \$ 50.00  |
| 8. DOOR KEY NOT RETURNED/LOST                         |  |   | \$ 50.00  |
| 9. PARTY DECORATIONS NOT REMOVED                      |  |   | \$ 20.00  |
| 10. PARTY DECORATIONS ATTACHED TO WALLS/CEILING       |  |   | \$ 100.00 |
| 11. LEAVING LIGHTS ON AFTER EVENT                     |  |   | \$ 20.00  |
| 12. NOT RESETTING THERMOSTAT                          |  | 80 DEGREES (AIR COND) OR 60 DEGREES (HEATING) | \$ 20.00  |
| 13. MINOR DAMAGE TO EXTERIOR OF BUILDING              |  |   | \$ 100.00 |
| 14. DAMAGE TO APPLIANCES OR BATHROOM FIXTURES         |  |   | \$ 100.00 |
| 15. DAMAGE CAUSED BY OUTDOOR COOKING                  |  |   | \$ 100.00 |
| 16. SERVING ALCOHOL WITHOUT \$500 SECURITY DEPOSIT    |  |   | \$ 250.00 |
| 17. LEAVING THE CLUBHOUSE UNLOCKED                    |  |   | \$ 50.00  |
| 18. MAJOR DAMAGE                                      |  | COST TO REPAIR                                | ACTL CST  |