



**BARRINGTON PLACE HOMEOWNERS' ASSOCIATION
CLUBHOUSE RENTAL POLICY**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Barrington Place Homeowners' Association ("Association") is the governing entity for the Barrington Place Subdivision, Sections, 1, 2, 3, 4, 5B, and Gateway Community according to the maps or plats thereof recorded in the Official Property Records of Fort Bend County, Texas, and

WHEREAS, the Association is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"), and

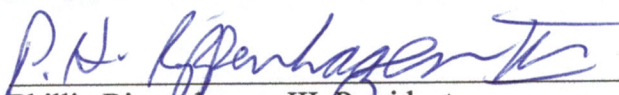
WHEREAS, this Dedicatory instrument represents Restrictive Covenants as those terms are defined by the Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants, and

WHEREAS, the Barrington Place Homeowners Association, held a Regular Meeting of the Board of Directors on December 15, 2015, in accordance with the By-Laws of the Barrington Place Homeowners Association. At this meeting the Board of Directors considered the adoption of a Clubhouse Rental Policy for the Barrington Place Subdivision. The Board of Directors voted to adopt the Clubhouse Rental Policy for Barrington Place.

THEREFORE, LET IT BE RESOLVED:

The attached Clubhouse Rental Policy for the Barrington Place Homeowners' Association shall be effective as of January 1, 2016.

Date: December 15, 2015.



Phillip Rippenhagen, III, President
Barrington Place Homeowners' Association

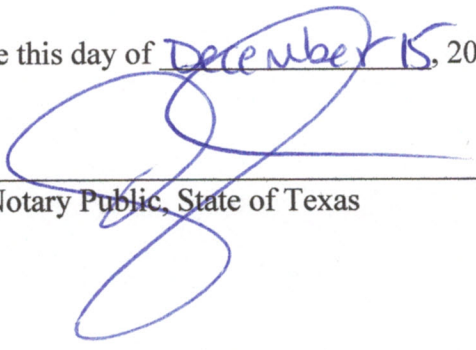
STATE OF TEXAS

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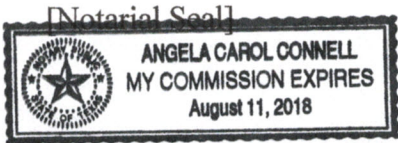
COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Phillip Rippenhagen, III, President of Barrington Place Homeowners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this day of December 15, 2015.



Notary Public, State of Texas



Angela Connell
Printed Name

My commission expires: 8-11-18

After recording, please return to:
Barrington Place Homeowners' Association
c/o MASC Austin Properties, Inc.
13726 Florence
Sugar Land, Texas 77478

BARRINGTON PLACE HOMEOWNERS ASSOCIATION CLUBHOUSE RENTAL POLICY & STATEMENT OF PURPOSE

The Barrington Place Homeowners Association has erected a multipurpose building at 13318 Rosstown Drive, Sugar Land, Texas adjacent to the swimming pool. This building, hereinafter referred to as the "Clubhouse," has been provided for the following purposes:

1. To provide space for General Membership, Board of Directors, and Committee Meetings, as required.
2. To provide a place for Barrington Place Homeowners Association sponsored community social, recreational, or educational events.
3. To provide, on a rental basis, a place where qualified Homeowners may hold private events or meetings.

USAGE

1. Available for rental to Homeowners only. Payment for rental will be accepted only from Homeowners in good standing with the HOA. "Good Standing" shall mean Homeowners who have no outstanding past due assessments and/or other outstanding balances owed to the Association including, but not limited to, forced mows, emergency repairs, and property damage to Association Property.
2. Rental residents may use the Clubhouse, but must have their contract cosigned by the landlord or his agent, accepting responsibility for damages and/or cleaning.
3. Usage may include social events, parties, business meetings, or commercial groups, as long as all activities are legal.
4. Clubhouse hours shall be 8:00 A.M. to 10:30 P.M. on weekdays and 8:00 A.M. to 12:30 A.M. on weekends. Any variance in time must have written approval of the Board of Directors.
5. Clubhouse storage of any items other than Association property is strictly prohibited.
6. A maximum of seventy-three (73) persons may attend an event, in accordance with the City of Sugar Land Building Code.
7. The responsible Homeowner must remain in attendance at the event and will be held responsible for damage to facilities and behavior of guests. In the event damage occurs, but is denied by the Homeowner, the decision of the Board of Directors and Management Company will prevail.
8. In the case of children's parties, there must be supervision in a ratio of one (1) adult per ten (10) children.
9. Trash must be removed from the clubhouse premises following each event by the Homeowner.
10. Alcoholic beverages and smoking are prohibited in the clubhouse.
11. The sound level of music must be kept down to prevent disturbing other Barrington Place residents.
12. Clubhouse events are restricted to the interior of the Clubhouse and backyard area and are not allowed in the pool area.
13. Any equipment or other items used during the function will not be allowed to damage the floor, walls, or ceiling, or any other part of the Clubhouse area. No tape, push pins, tacks, or any other item that would deface the property are allowed on any surface of the clubhouse.

14. The thermostat must be turned off upon leaving, or a \$50.00 fine will be deducted from the deposit.
15. Openly carried handguns are not allowed at the HOA Clubhouse or HOA pool facilities at any time. Further information can be found under the concealed handgun and open carry handgun policy found on the HOA website.
16. All users of the clubhouse must abide by all State, County, and Municipal laws which are made a part of this policy.

SECURITY

1. The Clubhouse will remain locked at all times except during scheduled events.
2. Homeowner shall pick up keys to clubhouse no sooner than 48 hours before the date of their function and must return the keys no later than 48 hours after their function.

FEEES FOR PRIVATE USE

1. A refundable deposit of \$ 250.00 will be due at the time of Clubhouse Rental Reservation to cover possible damage or extra cleaning. Extra cleaning will be charged at the then existing hourly rate for such cleaning with a minimum rate set at \$50.00 for a minimum a two hour cleanup, plus \$25.00 per hour after that.
2. The Clubhouse rental rate shall be published on the Barrington Place HOA website. The Board will periodically review the rental rate to determine if it is in line with similar rental venues. Substantive changes in the rental rate and policy shall be published on line and in the Barrington Banner. All clubhouse rental is payable in advance, with a four-hour minimum. The Clubhouse rental income will go back into the Clubhouse Budget to cover Clubhouse expenses, general maintenance, and improvements.
3. Charges shall be assessed for each of the following incidents: failure to remove garbage, failure to turn off lights, or failure to turn off utilities.

RESERVATIONS

1. Clubhouse Reservations will be made through the Barrington Place Homeowners' Association Management Agent.
2. Reservations for private events will be accepted no earlier than six months prior and no later than ten (10) days before the scheduled event.
3. Reservations become confirmed only upon payment of the required fees.
4. Time reserved must include setup and cleanup time.
5. No Reservation shall conflict with any election that is held at the HOA clubhouse.
6. No Reservation shall conflict with any Board meeting or Annual Meeting of the Members.

FORMAL ACKNOWLEDGEMENT OF BARRINGTON PLACE HOA CLUBHOUSE POLICY

I, _____ hereby acknowledge the rules of the Barrington Place Clubhouse. In the event I elect to violate any of the rules, I understand that a portion or all of my deposit may be withheld, as a penalty.

By initialing the line in front of each of the following rules, I agree not to violate any of the following.

____ Clubhouse hours shall be 8:00 A.M. to 10:30 P.M. on weekdays and 8:00 A.M. to 12:30 A.M. on weekends.

____ Trash must be removed from the clubhouse premises following each event by the Homeowner.

____ Alcoholic beverages and smoking are prohibited in the clubhouse.

____ Clubhouse events are restricted to the interior of the Clubhouse and backyard area and are not allowed in the pool area.

____ Any equipment or other items used during the function will not be allowed to damage the floor, walls, or ceiling, or any other part of the Clubhouse area. No tape, push pins, tacks, or any other item that would deface the property are allowed on any surface of the clubhouse.

____ The thermostat must be turned off upon leaving, or a \$50.00 fine will be deducted from the deposit.

____ You may pick up a key to the clubhouse no sooner than 48 hours of rental time and you must return the clubhouse key no later than 48 hours after rental time. Should the clubhouse key not be returned, your deposit of \$250.00 will be held to re-key all clubhouse locks.

____ You agree to reimburse the Association promptly in the amount of loss, property damages, or cost of repairs caused by the negligence, improper use, or cleaning of the clubhouse by the Resident, his/her family or guests. The cleaning charge will be billed at a flat rate of \$50.00 for a minimum of a two hour cleanup, plus \$25.00 per hour after that. Any costs for cleaning and/or damages will be deducted from the Resident's clubhouse deposit. The Association reserves the right to use any means to restore the property to its proper condition. These charges are due and payable immediately.

____ **Clubhouse rental rate is \$50.00 per hour with a (4) hour minimum. You must include set up and clean up within the requested rental time.**

Print Name: _____

Signature: _____

Property Address: _____

Contact Phone Number: _____

Email address: _____

BARRINGTON PLACE HOMEOWNERS ASSOCIATION INC. CLUBHOUSE RENTAL AGREEMENT

This RENTAL AGREEMENT made and entered into by and between BARRINGTON PLACE HOMEOWNERS' ASSOCIATION, INC., a Texas corporation (hereinafter called "Association") and _____ (hereinafter called "Owner", whether one or more)

The Association does hereby agree to rent unto Owner the Clubhouse of Barrington Place Homeowners' Association, Inc. located at **13318 Rosstown Drive**. Owner shall be allowed access to and use of the clubhouse, furnishings, and facilities therein, on the following date(s) and time(s):

(Include set-up & clean-up hours)

The use of the clubhouse by Owner shall include the clubhouse, its furnishings and facilities thereof owned by the Association. Use of the clubhouse shall be subject to the Rules and Regulations promulgated from time to time by the Board of Directors of the Association, a copy of which is attached hereto and made a part hereof.

Owner agrees to pay the Association a non-refundable usage fee for the use of the clubhouse, furnishing and facilities therein, payable in advance on or before ten (10) days prior to the date of the use of the pool, furnishings and facilities. In addition to the fee for the usage of the clubhouse, Owner agrees to pay the Association a CASH refundable security deposit of \$250.00.

The clubhouse shall be inspected prior to any rental, by the Association, its agent or designated representative. An "Inventory & Inspection" form is attached hereto and made a part hereof. Owner agrees that the clubhouse, its furnishings and facilities are in the condition noted on the form. Any changes in the condition of the clubhouse, its furnishings and facilities should be noted on the form and initialed by Owner and the Association, its agent or designated representative. Owner shall be solely responsible for the cleaning of the clubhouse to the same degree of cleanliness as when the Owner took possession, including, but not limited to: trash removal.

Owner covenants and agrees with Association not to commit or allow any waste or damage to be committed on any portion of the clubhouse, its furnishing and facilities, and at the termination of this Rental Agreement by lapse of time or otherwise, to deliver up said premises to the Association in as good condition as at the date of possession of Owner.

In the event of damage to the clubhouse, its furnishings or its facilities, or in the event Owner fails to properly clean the clubhouse, amounts may be deducted from the security deposit to cover the costs of repair, replacement or cleaning of the facilities or its furnishings. An itemized list of deductions will be provided to Owner within ten (10) days after any cleaning, repairs or replacement of the furnishings and/or facilities (if any of same are required) are completed.

In the event that the security deposit is not adequate to cover the cleaning and/or damages caused by Owner or his guests or invitee's, the Association, shall make written demand on Owner for any balance due after deductions have been made from security deposit. If all sums due by Owner are not paid within ten (10) days after demand, the Association may proceed with legal remedies.

In the event it becomes necessary for either the Association or Owner to employ an attorney to enforce or defend any of said party's rights or remedies with respect to this Rental, any reasonable amounts incurred by said party or attorney's fees shall be paid by the party finally adjudged to have been in violation of this Rental Agreement; provided, that if both parties are adjudged to have been in violation, each party shall pay its own attorney's fees.

Owner shall not use or permit the use of the clubhouse and facilities to be used for any unlawful purposes, or do, or permit and unlawful act in or upon such premises.

Owner shall be responsible for maintaining the secure status of the clubhouse, furnishings and facilities therein.

The Owner and his guests, invitee's, and/or licensees use the clubhouse, furnishings and facilities at their own and sole responsibility and risk. The Association shall not be responsible for any accident or injury or other claim in connection with Owner's use of the clubhouse, furnishings and facilities.

The Owner covenants and agrees, for and in consideration of the use of the clubhouse, furnishings and facilities, to make no claim against the Association, nor its Board of Directors, servants, agents, and/or employees, for or on account of any damages sustained as a result of or in connection with any such use of the clubhouse or its facilities, and to defend and hold the Association, its Board of Directors, servants, agents, and/or employees, HARMLESS from any claim made or cause of action whether for personal injury, property loss or any other type of claim arising out of or related to Owner's use of the clubhouse.

It is stipulated and agreed that this Agreement is by and between the Association and the Owner only and no other persons shall have any rights or claim hereunder. This Agreement is for the rental only of the clubhouse and no guest, invitee, agent or employee of Owner shall be deemed to be a guest, invitee, agent or employee of the Association.

This agreement embodies the entire contract between Association and Owner relative to the subject matter hereof. No oral agreements have been made. No variations, modifications or changes herein shall be binding upon any party hereto unless executed by said party or a duly authorized agent of said party.

I have read the Clubhouse Rules and Rental Agreement, and agree to the terms for Clubhouse rental.

Signature of Resident

Printed Name

Approved by MASC Austin Properties, Inc. representative:

Date Contract Received

_____ \$50.00 per hour non-refundable usage fee (4-hour minimum)

_____ \$250.00 refundable cash security deposit

Please remit to:

Barrington Place Homeowners Association, Inc.
c/o MASC Austin Properties, Inc.
945 Eldridge Road Sugar Land, TX 77478
713-776-1771 phone 713-776-1777 fax

ref.
LORI E. ALDERSON
ATTORNEY AT LAW
1523 AVENUE A
KATY, TEXAS 77493

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

February 16, 2016 02:20:52 PM

FEE: \$35.00 MAM
MISC

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