

EXHIBIT "A"

BERINGWOOD ASSOCIATION, INC. ("Association")

CLUBHOUSE RULES AND REGULATIONS

WHEREAS, the Association manages and administers the Beringwood Condominium pursuant to (i) that certain "Condominium Declaration for Beringwood" recorded in Volume 67, Page 1 et. seq. of the Condominium Records of Harris County, Texas, together with all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); (ii) the Bylaws of the Association ("Bylaws"); and (iii) applicable provisions of the Texas Uniform Condominium Act; and

WHEREAS, without limitation, Article V, Section 5.2 and Section 5.3 of the Bylaws of the Association, Article XII, Section 12.9 of the Bylaws, and Section 82.102(a) (6), (7), (11), and (17) of the Texas Uniform Condominium Act authorize the Association, acting by and through the Board of Directors, with the power and authority to adopt and amend rules and regulations governing the use and operation of the common elements, and for services provided to unit owners; and

WHEREAS, the Board considers it desirable to adopt rules and regulations governing the use of the Clubhouse facilities/amenities at the Condominium;

NOW THEREFORE, BE IT RESOLVED THAT the following Clubhouse Rules and Regulations are hereby adopted and amended, to be effective _____, and shall be deemed to amend and restate, in its entirety, any presently existing rules or regulations which regulate the use of the Clubhouse facilities/amenities located at the Beringwood Condominium.

CLUBHOUSE RULES AND REGULATIONS

1. Only owners and residents who occupy a unit pursuant to a lease with the owner ("leasing residents" herein) may reserve the Clubhouse.
2. The particular owner or leasing resident reserving the Clubhouse must be present during all times of a party or meeting held at the Clubhouse.
3. The owner or leasing resident reserving the Clubhouse shall be liable for, and responsible for all damages, losses, clean-up expenses and miscellaneous costs to the Clubhouse, the pool, the pool area and any other Beringwood property.
4. The person renting the clubhouse must provide a description of the proposed function. The Association reserves the right to refuse to rent the Clubhouse to any owner or leasing resident.
5. The reservation for the Clubhouse is for the CLUBHOUSE ONLY and does NOT INCLUDE the POOL, the POOL AREA, or ANY OTHER COMMON ELEMENTS of Beringwood.
6. The maximum number of persons allowed in the Clubhouse is fifty (50), which includes the host.
7. Reservations for the Clubhouse are accepted up to two (2) months in advance, and such reservations are made through the Managing Agent of the Association, or such other person designated by the Managing Agent to receive reservations. At the time of reserving the Clubhouse, the owner or leasing resident making the reservation must (i) pay the Clubhouse fee (see paragraph 8); (ii) pay the deposit (see paragraph 9); and submit a signed Clubhouse Reservation Form (see paragraph 10).
8. The Clubhouse fee is **\$150.00** per day (this fee is subject to change) and is to be paid in advance to the Association. If the Clubhouse is not utilized as reserved, the Clubhouse fee will be

refunded so long as the Managing Agent is given at least seven (7) days' notice of cancellation, otherwise the fee will be retained. This fee shall be paid by money order or cashier's check to the managing agent. No cash will be accepted. This fee may be paid by personal check provided that the reservation is made and the check is remitted not less than seven (7) days prior to the reserved event.

9. A Clubhouse deposit of \$200.00 must be paid in advance to the Association for reimbursement to the Association should there be any damage to the Clubhouse, the pool, the pool area or any other Beringwood property, or for unusually high clean-up expenses, or any other violation of the Clubhouse rules. Under no circumstances shall these Rules be construed to limit the liability of the person who rents the Clubhouse for a private function to the amount of the deposit. The person who rents the Clubhouse for a private function shall be liable for all damage to the Clubhouse in excess of the amount of the deposit which occurs during that person's use of the Clubhouse. The deposit shall be paid by cashier's check or money order to the managing agent at the time the reservation request is made. No cash will be accepted. The Clubhouse deposit may be paid by check, so long as the reservation is made and the check is remitted not less than seven (7) days prior to the reserved event.

10. At the time of the reservation, the owner or leasing resident reserving the Clubhouse must complete and sign the Clubhouse Reservation Form then being utilized by the Association for such purpose. If a leasing resident is the party leasing the Clubhouse, as a condition to the approval of the Clubhouse use, the leasing resident must also obtain the signature of the owner of the unit on the Clubhouse Reservation Form. The Clubhouse Reservation Form presently in effect for the use of the Clubhouse is attached; this form is subject to change in whole or part from time to time and at any time hereafter. Each owner or leasing resident should inquire and/or seek confirmation from the Association's managing agent, as to the most current Clubhouse Reservation Form being utilized prior to submitting same.

11. The Clubhouse must be cleaned and ready for inspection by 12:00 Noon of the day following its use. If the clean-up is done after closing time, it must be accomplished quietly so as to not disturb other Beringwood residents.

12. No owner or leasing resident will be permitted to reserve the Clubhouse unless they are a member in good standing of the Association, are not delinquent on any obligation to the Association, and are not in violation of any of the Rules and Regulations of the Association.

13. Each owner and leasing agent reserving the Clubhouse is responsible for ensuring that all guests on the premises abide by all the Rules and Regulations of Beringwood Association.

14. The Board of Directors reserves the right to change the Clubhouse fees without prior notice.

15. If alcohol is served during the function, an off-duty police officer must be on premise at all times.

16. A representative of the Association will have the right to go to the Clubhouse at any time during the function.

17. Keys will be distributed by the managing agent from the managing agent's office. Keys should be returned to the managing agent or on-site Clubhouse or drop box (if any) no later than 12:00 noon of the day following the date of the reservation. If keys are not returned, the cost or rekeying all clubhouse locks will be charged to the Owner of the condominium unit who made the reservation. If a resident of the unit made the reservation, the charges will be assessed against the Owner of the unit.

BERINGWOOD ASSOCIATION INC.
CLUBHOUSE RESERVATION FORM FOR
PRIVATE FUNCTION

DATE OF FUNCTION: _____

TIME: _____ **FROM:** _____ **A.M./P.M.** **TO:** _____ **A.M./P.M.**

TYPE OF FUNCTION: _____

APPROXIMATE NUMBER OF GUESTS: _____ **(MAXIMUM NUMBER OF GUESTS: 50)**

I acknowledge that the clubhouse and its facilities are common area amenities for the benefit, use and enjoyment of all owners. In reserving the clubhouse for a private function, I acknowledge that I have read, and agree to abide by the Clubhouse Rules and Regulations.

This application is to be accompanied by two remittances: **\$200.00** for damage deposit (refundable) and **\$150.00** for usage fee (non-refundable). The clubhouse will be inspected after the function. If the clubhouse left in a clean, tidy and neat condition with no damage, and there are no uncured defaults of the Clubhouse Rules, the refundable deposit will be returned. If the clubhouse is not left in the required condition, or if there is any damage to the clubhouse, or there are any uncured defaults of the Clubhouse Rules, all or portions of the \$200.00 damage deposit will be used towards defraying the cost of cleaning and/or repairs.

I acknowledge that use of the swimming pool is not included in this rental agreement.

I agree that I will pay for any damage to the clubhouse or any other portion of the Beringwood common elements (whether or not such damage is covered, in whole or in part, by the deposit) caused by my negligence or willful misconduct, or the negligence or willful misconduct of any my family, guests, agents, or invitees. I agree to supervise the private function and ensure compliance by my family, guests, or invitees with the Clubhouse Rules. I AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS BERINGWOOD ASSOCIATION AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY "INDEMNITEES") FROM ANY AND ALL LIABILITY FROM ANY CLAIMS, DEMANDS, DAMAGES, CAUSES OR ACTION, COSTS OR EXPENSES OF WHATSOEVER NATURE OR CHARACTER, INCLUDING ATTORNEY FEES/COSTS, EXPRESSLY INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE OF ANY INDEMNITEE, RELATED TO OR DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY USE OF THE CLUBHOUSE FOR MY PRIVATE FUNCTION.

NAME OF APPLICANT: _____ **DATE:** _____

ADDRESS/UNIT NO. OF APPLICANT: _____

CONTACT INFORMATION: _____

APPLICANT'S SIGNATURE: _____

IF APPLICANT IS A LESSEE OF AN OWNER, THIS FORM MUST ALSO BE SIGNED BY THE OWNER OF THE UNIT:

OWNER'S NAME: _____

OWNER'S SIGNATURE: _____

OWNER'S CONTACT INFORMATION: _____

DATE: _____