# ADDITIONAL DEDICATORY INSTRUMENT FOR THE FRENCH QUARTER ON LAKE CONROE HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared <u>Christopher J.</u> <u>Archambault</u> who, being by me first duly sworn, states on oath the following:

My name is <u>Christopher J. Archambault</u> I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, authorized to make this affidavit, and personally acquainted with the facts herein stated:

I am the Attorney for THE FRENCH QUARTER ON LAKE CONROE HOMEOWNERS ASSOCIATION. Pursuant with Section 202.006 of the Texas Property Code, the following documents are copies of the original official documents from the Association's files:

# The French Quarter on Lake Conroe Clubhouse Reservation Form and Use Agreement

DATED this 11th day of January, 2022.

The French Quarter on Lake Conroe.

BY:

Christopher J. Archambault, Attorney

(Printed Name)

THE STATE OF TEXAS

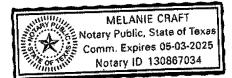
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COUNTY OF HARRIS

THIS INSTRUMENT was **acknowledged** before me on this the 11<sup>th</sup> day of January, 2022 by the said <u>Christopher J. Archambault</u>, Attorney for The French Quarter on Lake Conroe, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

After Recording Return To: Daughtry & Farine, P.C. 17044 El Camino Real Houston, Texas 77058 ATTN: CJA/mc (1993.0001)



## The French Quarter on Lake Conroe

Clubhouse Address: 10771 Bourbon St. Willis, TX 77318

Contact: Stacy Everett- Phone: 936-756-0032 Email: severett@imcmanagement.net

## Clubhouse Reservation Form and Use Agreement

Submission of this form does not mean you are automatically approved to reserve the French Quarter Clubhouse. We must respond to your request in writing within two (2) business days. Your Clubhouse reservation form and use agreement must be submitted at least seven (7) business days prior to the event. Property owners may not reserve the Clubhouse more than 120 days prior to the event. The rental fee and deposit are required at the time this form is submitted.

| Property Owners Name:                |
|--------------------------------------|
| Property Owners Address:             |
| Lot, Block & Section:                |
|                                      |
| Phone:                               |
| Fax:                                 |
| Email:                               |
|                                      |
| Date & Time Requested for the Event: |
| Type of Event:                       |

# **Notice to Property Owners Requesting to Reserve the Clubhouse**

- Property Owner cannot have any unresolved deed restriction violations or delinquent maintenance fees before making a reservation.
- There is a \$500.00 fee to reserve the clubhouse, \$250.00 is refundable upon a good inspection of the facilities after the event concludes and it has been determined that all rules have been followed. Inspection will take place the day after the event. An additional consecutive rental day(s) as per rental agreement, will be charged at \$100/day. If the key is not returned after the event the Property Owner will be charged an additional \$100/day.
- Property Owner must be present at the event.
- If a Licensed officer is required, as per rental agreement, it will be 1. at the expense of the owner. A Licensed officer or officers must be contracted through the HOA.
- You must obtain permission from the HOA prior to decorating the Clubhouse.
- The Pool/Spa facility may not be reserved at any time. It is a public facility for all French Quarter property owners. Guests of Property owner renting club house are not allowed in the Pool/Spa facility area.
- No additional tables or chairs may be setup in the pool area.

- Property owner will obtain a temporary gate code for any event
- The gate to the pool area must always remain secured. Property owner must provide someone to maintain the gate security. It cannot be propped open.

For purposes of this agreement "Premises" is hereby defined as the Clubhouse, parking lot, boat dock, pool/spa area and all grounds in the immediate vicinity of the Clubhouse.

#### **OWNERS:**

Be sure to send two separate checks for the clubhouse deposit One check is a <u>non-refundable</u> rental fee of \$250.00 plus any additional rental days. The other check is the clubhouse deposit of \$250.00, which is <u>refundable</u> once the facilities have been inspected by the pool/clubhouse committee and found that the facilities have been left in accordance with the rules listed in this document. Please make both checks out to: The French Quarter on Lake Conroe.

Payments accepted only from the French Quarter Resident renting the club house,

Resident renting the club house must be always present during the rental period.

## **DAMAGES:**

The reserving property owner is liable for <u>any damages</u> that occur at The French Quarter HOA Clubhouse including, but not limited to any furnishings, equipment, and appliances during the term of the reserved agent This is addition to forfeit of deposit

#### ALCOHOL AND SMOKING:

In accordance with Texas liquor laws no one under 21 years of age may purchase or consume any form of an alcoholic beverage on the Premises. If alcohol is being consumed at your event, one Security Guard is required for every fifty (50) persons in attendance. Current licensed Texas state law enforcement officers must be contracted through the HOA (management company) at the expense of the HOA Member renting the facility. No deviation to this provision will betolerated.

The clubhouse interior is a <u>non-smoking</u> facility. Smoking is allowed outside in the designated area. Please discard cigarettes in the assigned containers. You may visit the state of Texas website for additional information: <u>http://www.tabc.state.tx.us/</u>

#### **INDEMNITY:**

The Property Owner (on this agreement) has agreed to and does hereby Indemnify, Defend, and Hold Harmless the HOA, and its directors, officers, employees, agents and affiliates from, and against any and all claims of whatever nature or character, including but not limited to: all tort claims, contract claims, liens, and any form of indebtedness or liability associated with any and all use of the premises by the Property Owner (on this use agreement) and its guests, if any.

#### **NON-ASSIGNABLE:**

This agreement is personal to the property owners only. It is non-assignable. Any attempt to assign this agreement will terminate the agreement. Privileges are granted to the property owner.

If you agree to these terms, please print and sign below:

| Printed Name:                |                                  |  |
|------------------------------|----------------------------------|--|
| Signature:                   |                                  |  |
|                              |                                  |  |
| Office Use Only.             |                                  |  |
| Approved By:                 | Declined By:                     |  |
| Date:                        | Date:                            |  |
|                              | Reason:                          |  |
|                              |                                  |  |
| Chulchausa Dantal Face (\$25 | O) / Defendable Deposity (\$250) |  |
|                              | 0) / Refundable Deposit: (\$250) |  |
| Deposit Received On:         |                                  |  |
| Refund Date:                 |                                  |  |
| Non-Refund Reason:           |                                  |  |
| Date:                        |                                  |  |

# The French Quarter on Lake Conroe Clubhouse Facility Rules and Regulations

# STATEMENT OF RESPONSIBILITY

The French Quarter Clubhouse is owned by The French Quarter on Lake Conroe Homeowners Association. The clubhouse is for the use and enjoyment of all property owners in The French Quarter. The club's facilities are available for use by property owners of The French Quarter on Lake Conroe. The rights of all property owners individually and as a group, must be respected. These Rules and Regulations are designated to define and protect these rights while establishing basic guidelines.

# **HOURS OF OPERATION** (Clubhouse Interior) \*\*

| 8:30 am | 10:00 pm  |
|---------|---|
| 8:30 am | 10:00 pm  |
| 8:30 am | 10:00 pm  |
| 8:30 am | 10:00 pm  |
| 8:30 am | 12:00 pm  |
| 8:30 am | 12:00 pm  |
| 8:30 am | 10:00 pm  |
|         | 8:30 am<br>8:30 am<br>8:30 am<br>8:30 am<br>8:30 am |

<sup>\*\*</sup> Clubhouse cannot be reserved on any major holiday including the holiday weekend.

# **HOURS OF OPERATION** (Swimming Pool/Spa) \*\*

| Monday    | Closed for maintenance (If Monday is a holiday, maintenance will be Tuesday) |          |  |
|-----------|--|----------|--|
| Tuesday   | 8:30 am  | 10:00 pm |  |
| Wednesday | 8:30 am  | 10:00 pm |  |
| Thursday  | 8:30 am  | 10:00 pm |  |
| Friday    | 8:30 am  | 10:00 pm |  |
| Saturday  | 8:30 am  | 10:00 pm |  |
| Sunday    | 8:30 am  | 10:00 pm |  |

<sup>\*\*</sup>The pool cannot be reserved at any time\*\* Restrooms must always remain locked. The Guard Shack may be manned, upon request, and at the expense of the property owner.

# **GENERAL RULES**

All persons using the French Quarter facilities must conduct themselves in a courteous manner with due respect to the rights of others. All persons are required to wear shoes, a shirt or other covering in the Clubhouse always. Appropriate clothing for special events may be specified.

Capacity for Clubhouse is based on the local fire ordinance per square footage. Therefore, the maximum persons allowed inside are:

- 150 persons no tables or chairs used
- 100 persons tables and chairs used

Violations of these Rules and Regulations will result in the loss of your deposit and could also result in removal on demand or suspension of the clubhouse/pool facilities for a period determined by the Board of Directors.

Property owners may not return the next day to remove or pick up any items left at the Clubhouse without prior permission from the HOA.

An Exit Checklist will be provided when the Clubhouse key is picked up. The completed, signed checklist must be returned with the key, following your event. Property Owner must furnish their own cleaning supplies.

### The following rules must be observed during the rental:

- Decorations **may not** be attached to the walls or the ceiling. Nails and/or other permanent items are not allowed on the wall or ceiling.
- Flammable items, such as candles, etc., **are not** permitted in the Clubhouse (except for small candles on a cake).
- Grain, rice, confetti, and/or colored crepe paper is **not** permitted in the facility or on the grounds surrounding the facility, except birdseed which may be used outside (away from any stair area).
- Only service animals (e.g., seeing eye dogs) are allowed in the Clubhouse or pool/spa area.

All persons using the French Quarter facilities must follow the Rules and Regulations for the use of the facilities. Supplemental rules and regulations may be posted in specific areas or rooms. All owners/residents and their guests are responsible for reading and abiding by these rules.

The French Quarter on Lake Conroe HOA, and its directors, officers, employees, agents and affiliates will not be responsible for lost or stolen items. This indemnity paragraph and its obligations apply even if the claims made or the basis of any claim for indemnity were caused in whole or in part by any act, omission, negligence, breach or contract, fraud, intentional tort, of other conduct or fault of any type by the HOA, and its directors, officers, employees, agents and affiliates. In the possibility that a property owner has reserved the Clubhouse and then sells their French Quarter home or lot prior to the reserved date, their reservation is forfeited. In addition, the French Quarter HOA must be notified in writing, fourteen (14) days prior to the event date, or the property owner will forfeit their Clubhouse deposit.

# **EVENT EXIT CHECKLIST**

# The French Quarter on Lake Conroe Clubhouse Facility

| FOOD. DECORATIONS & PERSONAL ITEMS   |
|--|
| [] All food and liquid spills have been removed from the Clubhouse.  |
| [] All decorations and personal items have been removed from the Clubhouse.  |
| [] All items have been removed from the refrigerator, counter and any other peripheral areas used during the event.  |
| [] The stove has been turned off.  |
| [] Chairs and tables have been cleaned/wiped down, folded and returned to the first-floor storage area prior to departure.   |
| TRASH. CIGARETTE BUTTS AND DEBRIS  |
| [] All trash (inside and outside the Clubhouse) has been bagged and removed from premises.   |
| [] The designated smoking area was cleaned and cigarette butts were placed in the designated container.  |
| <u>OTHER</u>   |
| <ul> <li>[] The elevator is functioning.</li> <li>[] Before leaving the Clubhouse, both thermostats were set on 78° in summer and 62° in Winter.</li> </ul>                |
| [] Upon leaving the Clubhouse all lights and ceiling fans were turned off. [] The Clubhouse was locked.  |
| TO BE SIGNED BEFORE THE RENTAL  I have read and understand the rules listed above and will complete them immediately following the conclusion of my Clubhouse rental.      |
| PROPERTY OWNER NAME:   |
| DATE:  |
| TO BE SIGNED FOLLOWING THE RENTAL  I have read and I understand the rules listed above and will complete them immediately following the conclusion of my Clubhouse rental. |
| PROPERTY OWNER NAME:   |
| DATE:  |
|  |

(Please leave the completed checklist, along with the key, in the drop box located at the Guard Shack at the neighborhood entrance)

Doc #: 2022004395

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**E-FILED FOR RECORD** 01/11/2022 04:25PM

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

# STATE OF TEXAS, COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

## 01/11/2022

County Clerk
Montgomery County, Texas