

CERTIFICATION
AVALON AT CYPRESS COMMUNITY ASSOCIATION, INC.
Clubhouse Rental Policy

I, the undersigned, pursuant to Texas Property Code §202.006, certify:

That I am the President of Avalon at Cypress Community Association, Inc., a Texas nonprofit corporation (the "Association");

That the attached document is a document that applies to the operation and utilization of residential property within Avalon at Cypress, a development in Harris County, Texas;

That the property affected by the attached document is the property restricted by that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Avalon at Cypress, recorded under Clerk's File No. RP-2023-105886 in the Official Public Records of Harris County, Texas, as same has been or may be amended from time to time (the "Declaration"), and any other property which has been or may be annexed thereto and made subject to the authority of the Association;

That the document which affects the use and operation of the above-referenced property is attached as Exhibit A.

SIGNED this the 9th day of October, 2023.

**AVALON AT CYPRESS COMMUNITY
ASSOCIATION, INC.**

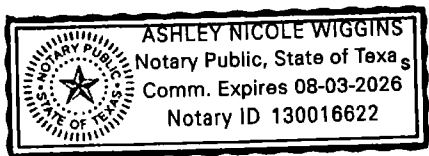
By: 
Print Name: Robert Skinner
Title: President

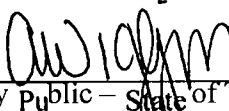
STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Skinner, the President of Avalon at Cypress Community Association, Inc., known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes and in the capacity stated in this instrument, and as the act and deed of said corporation.

Given under my hand and seal of office this the 9th day of October, 2023.





Notary Public - State of Texas

RP-2023-398536

EXHIBIT A

(Clubhouse Rental Policy follows)

RP-2023-398536



AVALON AT CYPRESS COMMUNITY ASSOCIATION, INC.
CLUBHOUSE RENTAL POLICY

1. Clubhouse Rentals in General

Avalon at Cypress Community Association, Inc. (the “*Association*”) offers use and enjoyment of its clubhouse located at 21520 Avalon Cove Lane, Cypress, Texas 77433 (the “*Clubhouse*”) to members and guests through rentals for private events. Activities and the use of the Clubhouse must comply with the Community Wide Standard throughout Avalon at Cypress, as that term is defined in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Avalon at Cypress, recorded in the Official Public Records of Harris County, Texas under Clerk’s File No. RP-2023-105886, as same has been or may be amended and supplemented from time to time (the “*Declaration*”).

In consideration of the privileges of reservation and rental use of the Clubhouse, Applicants (defined below) agree on their own behalf, and on behalf of their agents, contractors, licensees, invitees, participants and guests, to be bound by this Clubhouse Rental Policy (this “*Policy*”).

2. Eligibility

Clubhouse rentals are limited to individuals residing in Avalon at Cypress and are for social use only. No events that produce revenue for personal gain or events that are open to the public will be accepted. An eligible individual applying to rent the Clubhouse (“*Applicant*”) may only have one standing rental of the Clubhouse at any one time. An Applicant may not reserve additional dates until their current reservation is complete.

Applicants must (i) be 21 years of age or older, (ii) be a legal owner or lessee of a dwelling in Avalon at Cypress, and (iii) show acceptable proof of residence in Avalon at Cypress. All Applicants are required to be Members in Good Standing, as that term is defined in the Declaration (for Applicants who are leasing an Avalon at Cypress property, the property owner must be a Member in Good Standing).

3. Procedures for Renting the Clubhouse

Requests to rent the Clubhouse must be made at least one week prior to the rental event. Applicants must submit a completed Rental Request Form (attached to this Policy as **Exhibit A** and incorporated in this Policy for all purposes) to the Association c/o Graham Management, L.C., at 2825 Wilcrest Drive, Suite 600, Houston, Texas 77042. Upon receipt of the Rental Request Form, the Association will hold the date of the proposed rental event until such time as all fees described in this Policy have been paid by the Applicant and sent to the Association as provided above. **Failure to pay all fees described in this Policy within 3 days of the Applicant’s submission of a completed Rental Request Form may result in forfeiture of the requested rental event date.** Rentals of the Clubhouse are confirmed only upon receipt of (i) the completed Rental Request Form and (ii) all fees required by this Policy.

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The Association reserves the right to deny an Applicant's Rental Request Form based on the Applicant's or the Applicant's guests' previous rental history at the Clubhouse.

Rental Request Forms for the rental of the Clubhouse and payments related to same will only be accepted from an eligible Applicant. The person signing the Rental Request Form must handle all transactions, inquiries, and changes relating to the rental of the Clubhouse. The Applicant is required to be present at the rental event and available to the Association event team during the entire course of the rental event for which the Applicant made the reservation.

The privilege of rental and use of the Clubhouse is exclusive to Applicant. Applicant does not have the right to sublease or assign its reservation to another group or organization, nor may the use of the Clubhouse be for any other purpose other than that which is stated on the Rental Request Form.

All Rental Request Forms are revocable by the Association at any time.

4. Clubhouse Fees

A \$500.00 Security Deposit is required for all Clubhouse rentals (the "**Security Deposit**"). The Security Deposit will be refunded to the Applicant after confirmation that the Clubhouse was returned in substantially the same condition as it was in at the time that the Clubhouse rental began, as determined in the sole discretion of the Board of Directors (the "**Board**") of the Association. In making its determination, the Board may consider, among other matters, whether all utilities are left in working order, the status of all décor and furniture in the Clubhouse, and the inventory of the furniture. Notwithstanding the foregoing, if the proposed rental event is to include activities which, in the discretion of the Association, create additional risk to the Clubhouse or the Clubhouse furnishings, or necessitate additional custodial services, the Association is authorized to require additional amounts for the Security Deposit as the Association deems commensurate with the additional risk or services required.

The Applicant must complete the End of Event Checklist, attached to this Policy as **Exhibit B** and incorporated in this Policy for all purposes (the "**Checklist**") with an Association team member at the conclusion of the rental event. The Checklist is used to ensure clarity regarding the condition of the Clubhouse after the rental event.

In addition to the Security Deposit, a \$250.00 rental and cleaning fee is required for all Clubhouse rentals (the "**Usage Fee**"). The Usage Fee covers, among other expenses, expenses related to utilities and wear and tear of the Clubhouse. The Usage Fee is nonrefundable.

Payments of the Security Deposit and the Usage Fee must be made by check or money order made payable to "Avalon at Cypress Community Association, Inc."

Payment of both the Security Deposit and the Usage Fee must be issued the Applicant.

The Association reserves the right to increase or decrease the Usage Fee and Security Deposit as deemed necessary, in the sole discretion of the Association.

5. **Conduct and Compliance with Applicable Laws and Governing Documents**

Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests using the Clubhouse must comply with the laws of the United States, the State of Texas, and all rules and regulations, laws, and ordinances adopted by Harris County, as well as Association rules, regulations, and governing documents for Avalon at Cypress. Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests will be subject to all applicable law enforcement penalties while on Association premises.

Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests are required to conduct themselves in a manner which will not interfere with Association staff and residents, or with their enjoyment of the Avalon at Cypress subdivision. Obnoxious, abusive, destructive, reckless, rude, or boisterous behavior will not be tolerated.

Applicant assumes full responsibility for the character and acts and omissions for all Applicant's agents, contractors, licensees, invitees, participants, and guests attending the rental event that may result in a violation of any of the rules and regulations set forth in this Policy.

The Association has the right, but not obligation, to control and to remove from the Clubhouse any objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Clubhouse and surrounding areas.

6. **Occupancy**

No more than 50 guests may be in attendance at any rental event at the Clubhouse. The Board and Graham Management, L.C. reserve the right to monitor the use of the Clubhouse to determine if the number of guests in attendance at the rental event comply with this Policy.

7. **Rental Period**

The Clubhouse is available for rent Monday through Sunday from 8:00 AM to 11:00 PM.

Clubhouse access will be granted during the time frame set forth on the Rental Request Form (the "**Rental Period**") only. Clubhouse access is not permitted outside of the Rental Period. The Clubhouse will be closed immediately upon termination of the Rental Period.

8. **Rental Premises, Furniture, and Amenities**

Rentals are for the Clubhouse only. Clubhouse restrooms are located outside of the Clubhouse and require an access card for entry. Rentals do not include the pool or park area adjacent to the Clubhouse. Pool parties are not permitted under this Policy. The patio area attached to the Clubhouse is available on a first-come-first-served basis and is not included in any Clubhouse rental.

Renters are permitted to use the kitchen located in the Clubhouse during the rental event. The Association does not provide dishware or cleaning products for such use.

All furniture must remain inside the Clubhouse at all times.

The thermostat within the Clubhouse is electronically controlled but may be turned up or down manually. It is the responsibility of the Applicant to set the temperature in the Clubhouse to the temperature set at the beginning of the Rental Period.

9. Parking

Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests are required to drive and park motor vehicles in accordance with the applicable laws and posted regulations. Parking is permitted only in designated areas at the Clubhouse. There is no guarantee that all parking spaces will be available for a rental event.

Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests are required to remain inside the Clubhouse throughout the duration of the rental event. Guests are not permitted to remain in their cars, in the parking lot, or on the streets or sidewalks except upon arrival and departure. Guests may not cause excessive vehicle noise or vehicle audio system noise, cause undue traffic congestion, or drive recklessly when arriving or departing the rental event.

10. Decorations

All rental event set-up must occur inside the Clubhouse, including, but not limited to, set up of tables and chairs, decorations, inflatables, and disc jockey apparatuses. Association property may not be removed from the Clubhouse at any time. Failure to comply with provision this may result in a forfeiture of the Security Deposit.

Only freestanding decorations may be used in the Clubhouse. No tape, pins, nails, staples, tacks, or anything that will leave marks or holes in the walls may be used. Helium balloons, helium balloon arches, glitter, confetti, color canons, rice, birdseed, sparklers, real rose petals, or other fine and hard to pick up materials are not permitted in the Clubhouse. No open flames, candles (excluding birthday cake candles), floating lanterns, or fireworks are permitted in or around the Clubhouse.

All table centerpieces and other decorations must meet fire and safety codes and regulations (i.e., no open flames, exceptions for birthday cake candles).

No signs of any sort may be posted throughout Avalon at Cypress or at the Clubhouse, nor may any advertising leaflets, papers, or written materials be distributed within Avalon at Cypress or at the Clubhouse without the consent of the Association team.

A. Equipment

No outside equipment, including, but not limited to, personal cooking devices, smoke machines, inflatable units, and special lighting is permitted within the Clubhouse without the advance written consent of the Association. The Association reserves the right to prohibit outside equipment or rental services from being brought into the Clubhouse if such outside equipment or rental services will potentially create additional risk to the Clubhouse or its furnishings or if it will necessitate additional custodial or staffing services. The Association reserves the right to require additional insurance requirements for any equipment that is brought onto the premises.

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The sound level of musical or sound equipment will be closely monitored by Association team and the Association team reserves the right to require an Applicant to reduce sound levels if deemed necessary. Failure to reduce sound levels upon request by the Association team may result in immediate termination of the rental event and forfeiture of the Security Deposit.

No heating equipment is allowed inside the Clubhouse except for caterer's heating devices.

Storage of any supplies or equipment prior to a rental event or following a rental event is not available.

11. Alcohol

No alcohol is permitted in the Clubhouse.

12. Smoking and Glass Containers

No smoking is permitted in the Clubhouse. No glass containers are permitted in the Clubhouse.

13. Animals

No pets or animals, except for assistance animals, are permitted at the Clubhouse.

14. Cleaning

Applicant must return the Clubhouse, including its furnishings, equipment, and property, in substantially the same condition as received. All trash and garbage generated during the rental event (including trash generated through kitchen use) must be bagged and removed from the Clubhouse at the termination of the Rental Period. Trash may not be left in trash bins located at the Clubhouse or in the pool or park areas at the termination of the Rental Period. Any trash left at the Clubhouse or in the pool or park areas may result in forfeiture of the entire Security Deposit.

All tables and chairs must be cleaned and returned to their original position, as set forth on **Exhibit A**, attached to and incorporated in this Policy for all purposes. If tables and chairs additional to those depicted on **Exhibit A** are used during the Rental Period, such additional tables and chairs must be cleaned and returned to the storage closet within the Clubhouse.

15. Additional Requirements for Youth

Rental events for children under 8 years of age require 1 individual 18 years of age or older for every 5 children present at the rental event. The individual aged 18 years of age or older must be present throughout the duration of the rental event, including during set up and clean up. Failure to comply may result in termination of the rental event and forfeiture of the Security Deposit.

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16. Personal Property

The Association is not responsible for lost, damaged, or misplaced personal property placed in or at the Clubhouse or grounds by Applicant or Applicant's agents, contractors, licensees, invitees, participants, or guests. Furthermore, the Association is released and discharged from any liability for loss, injury, or damage to persons or property that may be sustained arising out of the use of the Clubhouse and the Clubhouse grounds.

After expiration of the Rental Period or termination or cancellation of the rental event by the Association or Applicant, the Association reserves the right to remove from the Clubhouse all personal property remaining and to store or dispose of the same where and however it sees fit at the cost of Applicant. The Association is not liable in any way to Applicant, participants, or guests on account of removing, storing, or disposing of such personal property.

17. Non-Conforming Events

Rental events that do not conform to the Community Wide Standard, as defined in the Declaration, the requirements and standards stated in this Policy, and any violations by Applicant and Applicant's agents, contractors, licensees, invitees, participants, and guests may result in immediate cancellation or termination of the rental event and forfeiture of the Security Deposit.

18. Liability Insurance and Indemnification

Applicant must carry a homeowner's insurance policy and provide proof of such policy upon request by the Association. Applicant understands and agrees that Applicant's insurance policy will be primary in the event of a loss or claim related to the use of the Clubhouse.

Applicant acknowledges and understands that the Association, Taylor Morrison of Texas, Inc., and Graham Management, L.C., including their respective officers, directors, employees, partners, agents, successors, assigns, affiliates, members (of an LLC), contractors, subcontractors of any level, sister and parent companies, subsidiaries, and interrelated companies (collectively, the "*Avalon at Cypress Entities*") are not insurers and that Applicant assumes all risks for personal injury, loss, or death to persons, including personal property loss or damage, and further acknowledges that the Avalon at Cypress Entities have made no representations or warranties, nor has Applicant relied upon any representations or warranties, expressed or implied, as to the safety of the Clubhouse.

APPLICANT RELEASES, ACQUITS, FOREVER DISCHARGES AND AGREES TO HOLD HARMLESS THE AVALON AT CYPRESS ENTITIES FROM ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT APPLICANT HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF THE CLUBHOUSE. THIS RELEASE IS SPECIFICALLY INTENDED TO RELEASE ALL CLAIMS OF ANY KIND WHICH APPLICANT MAY HAVE AGAINST THE AVALON AT CYPRESS ENTITIES AND THE AVALON AT CYPRESS ENTITIES' OWN NEGLIGENCE AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM,

DEMAND, CAUSE OF ACTION, OR LIABILITY INDEMNIFIED AGAINST RELATED TO APPLICANT'S USE OF THE CLUBHOUSE.

APPLICANT FURTHER AGREES TO DEFEND AND INDEMNIFY THE AVALON AT CYPRESS ENTITIES FROM ANY CLAIMS OR CAUSES OF ACTION BROUGHT BY A THIRD PARTY FOR DAMAGES, CONTRIBUTION, OR INDEMNITY FOR ANY CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT THE THIRD PARTY HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE THIRD PARTY'S USE OF THE CLUBHOUSE BY INVITATION OF APPLICANT.

APPLICANT ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED OR SUSTAINED BY EACH OF THE MEMBERS OF APPLICANT'S HOUSEHOLD REGARDLESS OF AGE (COLLECTIVELY, "HOUSEHOLD MEMBERS") AND ANY GUESTS AND INVITEES OF APPLICANT OR ITS HOUSEHOLD MEMBERS, DUE TO ANY ACT OR OMISSION OF THE AVALON AT CYPRESS ENTITIES WHILE APPLICANT AND HOUSEHOLD MEMBERS AND THEIR GUESTS AND INVITEES ARE IN, ABOUT, OR UPON THE CLUBHOUSE, OR WHILE THEY ARE USING THE CLUBHOUSE AS DESCRIBED IN THIS RELEASE, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF THE AVALON AT CYPRESS ENTITIES. APPLICANT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AVALON AT CYPRESS ENTITIES FROM AND AGAINST ALL CLAIMS, DAMAGES, CAUSES OF ACTION (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RESULTING FROM APPLICANT'S, HOUSEHOLD MEMBERS', OR THEIR GUESTS' AND INVITEES' USE OF OR PRESENCE, DIRECTLY OR INDIRECTLY, IN AND NEAR THE CLUBHOUSE.

B. Contact Information

For further information or clarification of this Policy and to obtain additional information about accessing the Clubhouse prior to a rental event, please contact the Association team.

Address: 2825 Wilcrest Drive, Suite 600, Houston, Texas 77042

Phone: 713-334-800

Email: rmoore@grahammanagementhouston.com

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EXHIBIT A

Clubhouse Rental Request Form follows

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AVALON AT CYPRESS COMMUNITY ASSOCIATION, INC.
CLUBHOUSE RENTAL REQUEST FORM

Reservation requests must be made at least 1 week prior to the rental event.

Applicant Name: _____

Avalon at Cypress Address: _____

Phone: _____ **Email:** _____

Event Date: _____ **Event Time:** _____ a.m./p.m. to _____ a.m./p.m.

Event Type: _____ **Number of Guests:** _____

Additional Information and Equipment: Kindly provide further specifics about any extra details or equipment you intend to bring to the Clubhouse, for instance, items such as a projector, DJ equipment, or microphones.

Facility Requested: _____ **Clubhouse** _____ **Chairs & Tables**

Failure to preserve the integrity of Clubhouse furniture may lead to the forfeiture of the entire \$500.00 Security Deposit. The arrangement of Clubhouse furniture includes set tables and chairs which must be kept within the Clubhouse at all times. Any tables and chairs used in addition to the standard setup must be folded and returned to the storage room at the conclusion of the Rental Period.

The following fees are payable to “Avalon at Cypress Community Association, Inc.” at the time of the reservation of the Clubhouse.

- \$250 Usage fee
- \$500 Security Deposit

Applicant must carry a homeowner’s insurance policy and provide proof of such policy upon request by the Association. Applicant understands and agrees that Applicant’s insurance policy will be primary in the event of a loss or claim related to the use of the Clubhouse.

Applicant acknowledges and understands that the Association, Taylor Morrison of Texas, Inc., and Graham Management, L.C., including their respective officers, directors, employees, partners, agents, successors, assigns, affiliates, members (of an LLC), contractors, subcontractors of any level, sister and parent companies, subsidiaries, and interrelated companies (collectively, the “*Avalon at Cypress Entities*”) are not insurers and that Applicant assumes all risks for personal injury, loss, or death to persons, including personal property loss or damage, and further acknowledges that the Avalon at Cypress Entities have made no representations or warranties, nor has Applicant relied upon any representations or warranties, expressed or implied, as to the safety of the Clubhouse.

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APPLICANT RELEASES, ACQUITS, FOREVER DISCHARGES AND AGREES TO HOLD HARMLESS THE AVALON AT CYPRESS ENTITIES FROM ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT APPLICANT HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF THE CLUBHOUSE. THIS RELEASE IS SPECIFICALLY INTENDED TO RELEASE ALL CLAIMS OF ANY KIND WHICH APPLICANT MAY HAVE AGAINST THE AVALON AT CYPRESS ENTITIES AND THE AVALON AT CYPRESS ENTITIES' OWN NEGLIGENCE AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY CAUSE OF ANY CLAIM, DEMAND, CAUSE OF ACTION, OR LIABILITY INDEMNIFIED AGAINST RELATED TO APPLICANT'S USE OF THE CLUBHOUSE.

APPLICANT FURTHER AGREES TO DEFEND AND INDEMNIFY THE AVALON AT CYPRESS ENTITIES FROM ANY CLAIMS OR CAUSES OF ACTION BROUGHT BY A THIRD PARTY FOR DAMAGES, CONTRIBUTION, OR INDEMNITY FOR ANY CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, THAT THE THIRD PARTY HAS OR MIGHT HAVE, KNOWN OR UNKNOWN, NOW EXISTING OR THAT MIGHT ARISE HEREAFTER, DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE THIRD PARTY'S USE OF THE CLUBHOUSE BY INVITATION OF APPLICANT.

APPLICANT ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED OR SUSTAINED BY EACH OF THE MEMBERS OF APPLICANT'S HOUSEHOLD REGARDLESS OF AGE (COLLECTIVELY, "*HOUSEHOLD MEMBERS*") AND ANY GUESTS AND INVITEES OF APPLICANT OR ITS HOUSEHOLD MEMBERS, DUE TO ANY ACT OR OMISSION OF THE AVALON AT CYPRESS ENTITIES WHILE APPLICANT AND HOUSEHOLD MEMBERS AND THEIR GUESTS AND INVITEES ARE IN, ABOUT, OR UPON THE CLUBHOUSE, OR WHILE THEY ARE USING THE CLUBHOUSE AS DESCRIBED IN THIS RELEASE, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, COMPARATIVE, OR CONTRIBUTORY NEGLIGENCE OF THE AVALON AT CYPRESS ENTITIES. APPLICANT AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AVALON AT CYPRESS ENTITIES FROM AND AGAINST ALL CLAIMS, DAMAGES, CAUSES OF ACTION (INCLUDING ATTORNEY'S FEES) ARISING OUT OF OR RESULTING FROM APPLICANT'S, HOUSEHOLD MEMBERS', OR THEIR GUESTS' AND INVITEES' USE OF OR PRESENCE, DIRECTLY OR INDIRECTLY, IN AND NEAR THE CLUBHOUSE.

For additional questions, contact: Avalon at Cypress Community Association, Inc., c/o
Graham Management, L.C., at rmoore@grahammanagementhouston.com

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I ACKNOWLEDGE AND AGREE TO ABIDE BY ALL PROVISIONS STATED ABOVE.

APPLICANT SIGNATURE

DATE

OFFICE USE ONLY

SECURITY DEPOSIT RECEIVED: DATE PYMT TYPE & NO. AMOUNT \$

USAGE FEE RECEIVED: DATE PYMT TYPE & NO. AMOUNT \$

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EXHIBIT B

End of Event Checklist follows

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AVALON AT CYPRESS COMMUNITY ASSOCIATION, INC.
END OF EVENT CHECKLIST

Applicant must ensure that the Clubhouse, including the kitchen and restroom area, is left in a clean, sanitary, and presentable condition, as determined in the sole discretion of the Board of Directors (the “**Board**”) of Avalon at Cypress Community Association, Inc. (the “**Association**”). Applicant must (i) return all tables, chairs, décor, and furniture to their original location, (ii) leave restrooms in a clean and sanitary condition, (iii) place all trash and debris in trash bags, and (iv) remove all trash from the Clubhouse. If clean-up is deemed necessary by Board, the cost of any such clean-up will be paid from the Applicant’s security deposit, as provided in the Clubhouse Rental Policy and as set forth below:

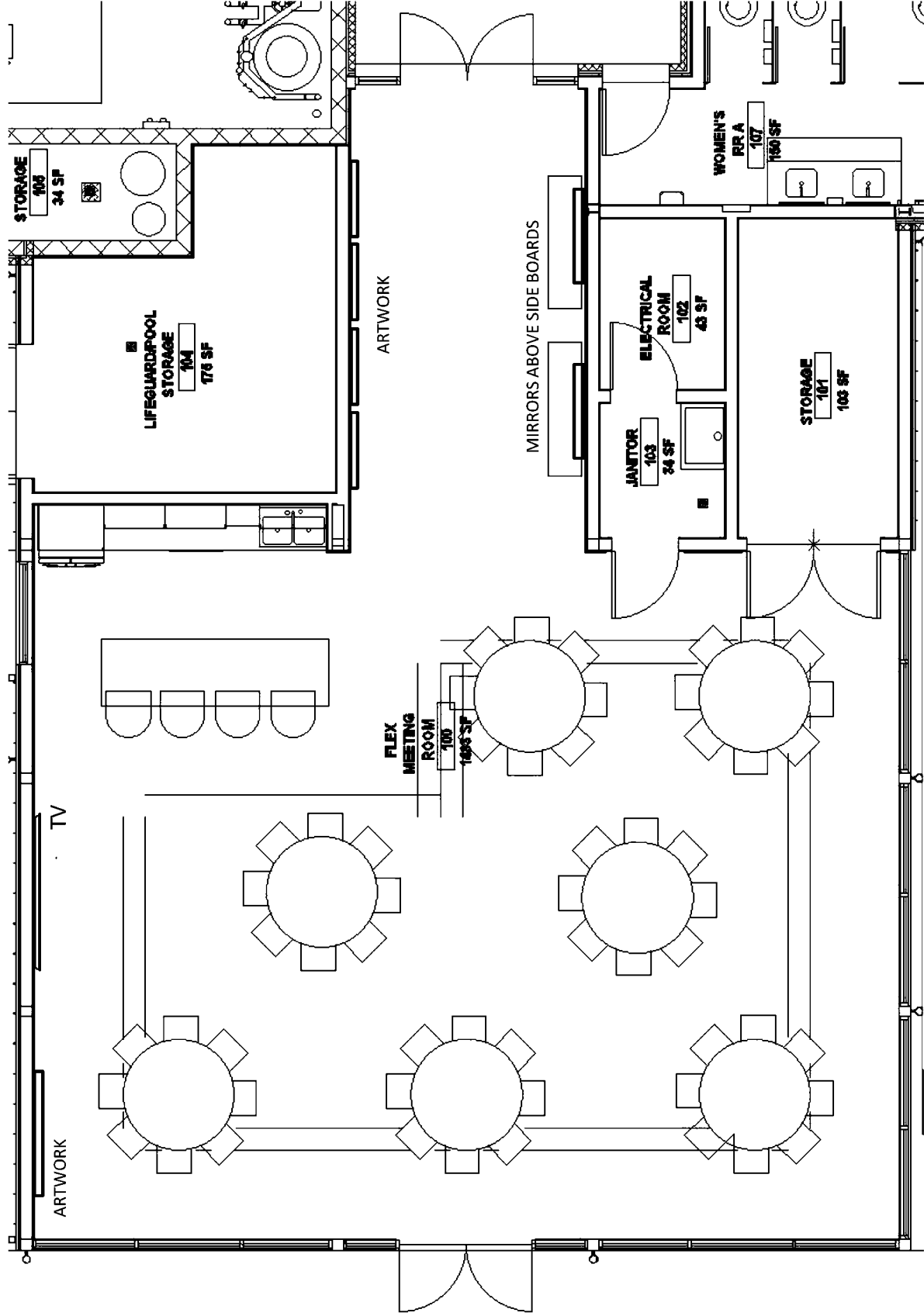
- All tables and chairs must be thoroughly cleaned and returned to their original position. ***FEE: \$50**
- Any trash or garbage generated during the rental event (including trash in the kitchen and restroom) must be bagged and removed from the Clubhouse. Trash and garbage may not be placed in Clubhouse, pool, or park trash bins. **Any trash left inside or outside the Clubhouse, pool, or park will result in a total forfeiture of the Security Deposit.**
- All decorations must be removed prior to leaving the Clubhouse. **MINIMUM *FEE \$20 per location**
- Applicant must return the thermostat temperature back to the proper setting (76° F during the summer and 66° F during the winter) following the rental period. ***FEE \$30**
- Applicant must thoroughly sweep floors. Applicant must mop floors if necessary to remove any spills or stains. ***FEE \$30**
- Applicant must clean all countertops, microwave, and refrigerator (inside and outside) and ensure both refrigerator doors are closed and all food and beverages are removed. ***FEE \$20**
- Applicant must turn off all lights, ceiling fans, and water faucets. ***FEE \$20**
- Applicant must make sure all windows and doors are locked prior to leaving. ***FEE \$50**
- Applicant must returned all furniture to its original position. ***FEE \$20**
- Applicant must ensure that no food is disposed of in the sink. The garbage disposal must be left in working order. ***FEE \$100**

I, _____, have adhered to the Clubhouse Rental Policy, have completed the End of Event Checklist items, and am formally requesting the return of my security deposit.

APPLICANT SIGNATURE

DATE

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RP-2023-398536
Pages 17
10/17/2023 01:37 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$78.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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