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MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION

c/o Consolidated Management Services

2204 Timberloch Place, Suite 245

The Woodlands, Texas 77380

Tel. No. 281.296.9775 / Fax No. 281.296.9788

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01/10/2014 RP2 \$77.00

COMMUNITY CENTER POLICY MANUAL

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I. The name of the Subdivision is Memorial Northwest. The name of the Association is MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION.

II. The recording data (i.e., filing references in the Map Records of Harris County, Texas) for each Section of the Subdivision is as follows:

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- (i) Memorial Northwest, Section One - Volume 166, Page 51;
 - (ii) Memorial Northwest, Section Two - Volume 176, Page 42;
 - (iii) Memorial Northwest, Section Three - Volume 193, Page 17;
 - (iv) Memorial Northwest, Section Four - Volume 212, Page 15;
 - (v) Memorial Northwest, Section Five - Harris County Clerk's File No. F497091;
 - (vi) Memorial Northwest, Section Six - Harris County Clerk's File No. F497092;
 - (vii) Memorial Northwest, Section Seven - Harris County Clerk's File No. F401825;
 - (viii) Memorial Northwest, Section Eight - Harris County Clerk's File No. 473410;
 - (ix) Memorial Northwest, Section Nine - Volume 319, Page 131;
 - (x) Memorial Northwest, Sections Ten and Eleven - Volume 301, Page 133, *et seq.*;
 - (xi) Memorial Northwest, Sections Twelve, Fourteen and Fifteen - Volume 193, Page 17;
 - (xii) Memorial Northwest, Section Thirteen - Volume 326, Page 31;
 - (xiii) Memorial Northwest, Reserve "A" Section Sixteen - Volume 340, Page 130;
 - (xiv) Memorial Northwest, Section Seventeen - Volume 333, Page 31;
 - (xv) Memorial Northwest, Section Eighteen - Film Code No. 349027;
 - (xvi) Memorial Northwest Country Estates - Film Code No. 363089;
 - (xvii) Memorial Northwest, Section Nineteen - Volume 341, Page 66;
 - (xviii) Memorial Northwest, Section Twenty - Volume 339, Page 10;
 - (xix) Memorial Northwest, Section Twenty-One - Volume 346, Page 119;
 - (xx) Memorial Northwest, Section Twenty-Four - Volume 144, Page 103;
 - (xxi) Memorial Northwest, Section Twenty-Five - Harris County Clerk's File No. S237914; and
 - (xxii) 17.0289 Acres out of Nathan Fenney and John House Surveys, Harris County, Texas - Volume 7201, Page 295.

III. The recording data for the Declaration (i.e., Restrictions and Covenants filing references in the Deed Records of Harris County, Texas, including any amendments or supplements thereto) for each Section of the Subdivision is as follows:

- (i) Memorial Northwest, Section One - Harris County Clerk's File No. D053555; as amended under Harris County Clerk's File No. Y145180;
- (ii) Memorial Northwest, Section Two - Harris County Clerk's File No. D316026; as amended under Harris County Clerk's File No. Y145188;
- (iii) Memorial Northwest, Section Three - Harris County Clerk's File No. D614438; as

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- amended under Harris County Clerk's File No. Y145187;
- (iv) Memorial Northwest, Section Four - Harris County Clerk's File No. E233791; as amended under Harris County Clerk's File No. Y145185;
- (v) Memorial Northwest, Section Five - Harris County Clerk's File No. F624465; as amended under Harris County Clerk's File No. Y145186;
- (vi) Memorial Northwest, Section Six - Harris County Clerk's File No. F624464; as amended under Harris County Clerk's File No. Y145194;
- (vii) Memorial Northwest, Section Seven - Harris County Clerk's File No. F830883; as amended under Harris County Clerk's File No. Y145192;
- (viii) Memorial Northwest, Section Eight - Harris County Clerk's File No. F830884; as amended under Harris County Clerk's File No. Y145184;
- (ix) Memorial Northwest, Reserves "A" and "B," Section Eight - Harris County Clerk's File No. H342167; as amended under Harris County Clerk's File No. Y145184;
- (x) Memorial Northwest, Section Nine - Harris County Clerk's File No. J186262;
- (xi) Memorial Northwest, Sections Ten and Eleven - Harris County Clerk's File No. J576719;
- (xii) Memorial Northwest, Sections Twelve, Fourteen and Fifteen - Harris County Clerk's File No. H839932; as amended under Harris County Clerk's File No. Y145189;
- (xiii) Memorial Northwest, Section Thirteen - Harris County Clerk's File No. J616455;
- (xiv) Memorial Northwest, Reserve "A" Section Sixteen - Harris County Clerk's File Nos. L674177 and L681141;
- (xv) Memorial Northwest, Section Seventeen - Harris County Clerk's File No. K242549;
- (xvi) Memorial Northwest, Section Eighteen - Harris County Clerk's File No. N199873 as amended under Harris County Clerk's File Nos. N304539, No. R451699, S277741, S297435 and S297436;
- (xvii) Memorial Northwest Country Estates - Harris County Clerk's File No. N199873 as amended under Harris County Clerk's File Nos. N304539, No. R451699, S277741, S297435 and S297436;
- (xviii) Memorial Northwest, Section Nineteen - Harris County Clerk's File No. L849097;
- (xix) Memorial Northwest, Section Twenty - Harris County Clerk's File No. L355817;
- (xx) Memorial Northwest, Section Twenty-One - Harris County Clerk's File No. M856150;
- (xxi) Memorial Northwest, Section Twenty-Four - Harris County Clerk's File No. M361032;
- (xxii) Memorial Northwest, Section Twenty-Five - Harris County Clerk's File No. N199873 as amended under Harris County Clerk's File Nos. N304539, No. R451699, S277741, S297435 and S297436; and
- (xxiii) 17.0289 Acres out of Nathan Fenney and John House Surveys, Harris County, Texas- Harris County Clerk's File No. F285181; as amended under Harris County Clerk's File No. Y145193.

IV. Community Center Policy Manual. The following Community Center Policy Manual was approved by at least a majority vote of the Board of Directors of Memorial Northwest Homeowners Association (the "Board") at a duly called Meeting of the Board held on the 5th day of November, 2013, at which Meeting a quorum was present:

MEMORIAL NORTHWEST COMMUNITY CENTER POLICY MANUAL

1. PURPOSE, SCOPE AND RESERVATION OF ASSOCIATION'S

AUTHORITY: This Policy Manual sets forth the current rules, regulations and policies for the Memorial Northwest Homeowners Association Community Center Property located at 17440 Theiss Mail Route, Spring, Texas 77379. **Notwithstanding any provision(s) contained herein to the contrary or otherwise:** (i) this Policy Manual shall not affect any other dedicatory instruments of the Association, and it does not and shall not be construed to grant, vest or transfer any right(s) or privilege(s) of any kind or nature to any person or entity; (ii) all rules, regulations and policies set forth herein are subject to, and conditioned upon, any and all powers, rights and authority of the Association, including, but not limited to those regarding the Association's ownership, management, operation, conveyance, rental or lease, hypothecation and/or control of the Property; (iii) in the event of any conflict between the Declarations and these rules, regulations and policies, the Declarations shall control; (iv) in the event of any conflict between the Association's By-Laws and these rules, regulations and policies, the By-Laws shall control; (v) this Policy Manual (including any and all rules, regulations and policies set forth herein) is subject to being supplemented, amended, changed, revoked, cancelled and/or rescinded at any time by majority vote of the Association's Board of Directors; and (vi) subject to the foregoing, the current Memorial Northwest Community Center Policy Manual is set forth hereinafter.

2. DEFINITIONS:

Adult shall mean persons over the age of 18 years.

Access Control shall mean the use of technology or other means to verify access privileges to the Community Center. **Biometric** access (via use of fingerprint technology) is available at no cost. Alternatively, a Member or Grandfathered Participant may elect to utilize an electronic access card(s) for a fee equivalent to the Association's cost for any such access card(s).

Association shall mean the Memorial Northwest Homeowners Association (a Texas Nonprofit Corporation).

Board shall mean the Board of Directors of the Memorial Northwest Homeowners Association.

Community Center shall mean the Association's Community Center complex, including the Community Center building, recreational and fitness facilities, park areas, walking trails and parking facilities located on approximately 10 acres of land at 17440 Theiss Mail Route, Spring, Texas 77379.

Enclosed Areas shall mean the Community Center Building and all fenced-in areas.

Credentials shall mean any form of picture identification issued by Federal or State authority or other forms of picture identification approved by the Board or the Manager.

Fitness Center shall mean the Enclosed Area designated for use of the exercise equipment located within the Community Center building.

Good Standing shall mean paid current in all financial obligations to the Association.

Grandfathered Participant(s) shall mean: (i) Non-member person(s) identified in the original agreement with the Memorial Northwest Swim & Racquet Club when the Property was conveyed to the Association, who are currently in Good Standing; and (ii) nine (9) Non-member prior resident person(s), who are currently in Good Standing. Grandfathered Participants do not have any Membership rights.

Guardian(s) shall mean a Member or Non-member authorized by the parent(s) or the legal guardian(s) of family member(s) while on the Property. Guardians must have proper Credentials at all times while on the Property and must be registered with Management. The minimum age to qualify as a guardian is sixteen years.

Guest shall mean any registered Guest of a Member or Grandfathered Participant.

Manager shall mean the Community Center Manager, an employee of the Association having authority to administer the policies, rules and regulations of the Community Center. The Manager may also be referred to herein as "**Management.**"

Member(s) shall mean the Owner(s) of a Lot which is subject to a maintenance charge or assessment by the Association, excluding persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Any Owner may delegate his or her access to the Property and the facilities to the Owner's tenants who reside on the Owner's Lot or to contract purchasers who reside on the Owner's Lot.

Owner(s) shall mean and refer to the record Owner(s) of property [i.e., a Lot or Lots] located within the Association's jurisdiction, excluding persons or entities who hold an interest merely as security for the performance of an obligation.

Playground shall mean the area containing the swing set, climbing bars, etc.

Pool Area shall mean the Enclosed Area around the swimming pool.

Property shall mean the Community Center complex consisting of approximately 10 acres of land at 17440 Theiss Mail Route, Spring, TX 77379, owned by the Association.

Staff shall mean the Manager, other Association employees, contractors and agents authorized by the Board, excluding the Association's Managing Agent, Consolidated Management Services ("CMS"), and excluding CMS's employees.

Tennis Facility shall mean the Enclosed Area containing the tennis courts and pro shop.

3. GENERAL RULES AND REGULATIONS:

The Memorial Northwest Community Center is a private Community Center owned by the Memorial Northwest Homeowners Association (a Texas Nonprofit Corporation). Any use of, or access to, the Property is exclusively for Members, Grand-fathered Participants, their family members and their Guest(s), and all such use is subject to compliance with the Association's rules, regulations and policies. Any unforeseen circumstances not covered by this Policy Manual shall be referred to the Board for determination/resolution.

In order to gain access to the Property, each resident family member must be listed on the family registration form. Parents and/or legal guardians are responsible for providing accurate information on the registration form at all times. The Access Control readers may be used by all authorized persons over the age of sixteen years.

All Adults, Guardians and unsupervised family members of age (as defined herein) must have proper Credentials at all times while on the Property.

Members not in Good Standing with the Association shall be denied privileges to the Property (including, but not limited to, access to the Property) until the assessment account is brought current.

The Association reserves the right to remove (or have removed) any person(s) who has been involved in a policy violation and/or has been uncooperative, disruptive, or presents any risk to others, from the Property.

Holding open doors and gates for others (who are not accompanying you as allowed by this Policy Manual) is strictly prohibited.

Failure to comply with this Policy Manual and/or any other rules and regulations of the Association may result in a temporary suspension of privileges. The period of suspension may be up to one year in duration; however, any suspension exceeding sixty (60) days in duration must be submitted to the Board for consideration and ratification. In the event of a suspension, Members may appeal the decision of the Manager and/or Staff by requesting to be placed on the agenda to be heard by the Board at a scheduled Board meeting. The decision by the Manager and/or Staff regarding suspension will remain in full force and effect unless and/or until the Board determines otherwise (if applicable).

Tobacco products are prohibited on the Property. Failure to comply may result in suspension for up to one year by the Manager.

The security systems used by the Association are for *official use only*. Membership access to data collected by the system is *strictly forbidden* at all times. The system is unmonitored and records based on the manufacturer's software within the system. The use of this system is *strictly limited* to the Manager and the Board (e.g., to resolve issues like property damage or

theft, or to administer this Policy). The Manager is strictly prohibited from allowing any access to any data for any reason. *Only the Board may approve the use of, grant access to and/or provide access to such stored information as determined by the Board or as otherwise be required by law.*

4. GUEST POLICY:

Families are required to register all Guests prior to entering the Property.

Members and Grandfathered Participants must remain with their Guests at all times and are responsible for the actions of their Guests.

Persons under the age of 16 are required to be accompanied by an Adult while on the Property.

There shall be only one Guest per family member at any one time. For special circumstances, Members and Grandfathered Participants may make special request to the Manager for consideration and approval. This must be approved in advance prior to entering the Property.

Guest fees are determined by the Board and administered by the Manager. Contact the Manager for the current published Guest fees.

5. POOL RULES & POLICY:

Each Member and Grandfathered Participant is responsible to know these policies, rules and regulations, and to comply herewith at all times.

All Members and Grandfathered Participants shall be checked in at the gate each time they enter or at any time while on the Property. The check-in policy at the pool is strictly enforced. Please be patient as the registrar (or gate guard) on duty verifies your information. If the registrar is not on duty, Members and Grandfathered Participants must register by using the Access Control reader at the facility, regardless of whether the gate is secured. Allowing anyone entrance to the facility other than family members and Guest(s) is strictly prohibited. All Members and Grandfathered Participants in Good Standing and registered are granted access.

The Manager must be notified in writing of all new additions to a family and/or any other changes to registration information so as to minimize delays during check-in.

Lifeguards shall supervise the use of the swimming pool and all related programs. The lifeguards shall govern the entire Pool Area during operating hours and report directly to the Manager.

Members and Grandfathered Participants are asked not to attempt to confront or reprimand the Staff of the Community Center directly. Contact the Manager if there is a perceived

issue(s) with Staff personnel.

Lifeguards are provided to govern the Pool Area, and Lifeguard decisions within the Pool Area are final. Any Staff members that are present are there to help enforce reasonable, responsible behaviors of all participants. Member and Grandfathered Participant parents and Adults (present or not) are responsible for the actions of their family members and Guests at all times.

Parents and legal guardians are expected to personally supervise their children and Guests and this responsibility does not cease because a lifeguard is on duty.

All persons swim at their own risk.

Each Member and Grandfathered Participant is responsible to inform Guests of all pool rules. Each Member and Grandfathered Participant is personally responsible for the conduct of their Guests while on the Property.

Pool rules consist of the following:

1. Any problems or issues concerning the Pool Area must be reported to the Manager.
2. Please shower before entering the pool.
3. Running is not permitted within the Pool Area.
4. Diving is not allowed except off of the diving board. Jumping or diving on top of a swimmer in the water is not permitted. Swimmers are not permitted to sit or jump off of another swimmer's shoulders.
5. Hanging or holding onto ropes is not permitted.
6. Rough and boisterous activity or profanity is not permitted in the Pool Area.
7. The diving area shall not be used for general swimming except when closed to diving by the lifeguard on duty.
8. ***Use of the diving board is at your own risk.*** Only one person is permitted on the diving board at a time and all diving must be off the end of the board. The diving board shall not be used until the preceding diver has completely cleared the diving well. Diving off the side of the diving board is STRICTLY PROHIBITED. Only one bounce is permitted and the lifeguards have discretion as to what dives may be attempted.
9. Swimmers are required to use the ladders whenever exiting the deep end, and they are encouraged to use the ladders at all times to exit the pool. Failure to use the ladders properly or exiting the pool by any other means may cause injury.

10. Non-swimmers and their supervisors are restricted to shallow areas at all times.
11. Clean, proper swimming attire must be worn when using the pool. No cut-offs or non-swimming attire are allowed.
12. All children not toilet trained must wear a swim diaper at all times. Disposable and cloth diapers may not be worn in the pool for sanitary reasons. Children not properly attired will not be allowed to enter the large pool.
13. Glass containers and pets are strictly prohibited within the Pool Area.
14. Food and beverages are prohibited within 8 feet of the edge of the pool.
15. Grills and/or flammable products are not allowed on the Property without advanced approval by the Manager.
16. Littering of the Pool Area is not allowed (please use containers designated for that purpose), and tables, chairs and surrounding areas shall be cleaned after use.
17. Individuals under the age of 21 will not be permitted to possess or consume alcoholic beverages on the Property. Intoxicated persons (as determined by Manager, lifeguard or Staff) are not permitted on the Property.
18. Another individual may use any chair or chaise lounge remaining unoccupied for 20 minutes or longer.
19. Any individual caught damaging or removing pool property will be subject to disciplinary action and shall be responsible for any and all damages, expenses and costs.
20. Children who are non-swimmers must always be under the direct supervision of a parent, legal guardian, Guardian or designated Adult family member.
21. Any child over the age of 10 years must pass a safe swimming test before he or she may be admitted into the main pool if unaccompanied by a parent or legal guardian. A parent or legal guardian must be present with the child for the swimming test. The swimming test shall be administered by the Lifeguard(s) on duty. The test shall consist of swimming one lap of the marked lane area and treading water in the deep end for a minimum of two minutes. This privilege may be revoked at any time by the pool Staff.
22. Guardians must be 16 years of age or older (with proper Credentials) and register with the lifeguard prior to accompanying a child to the pool. A non-member Guardian may not use the facilities unless accompanying a supervised child. A Member or Grandfathered Participant may register a Guardian during Management office hours, which are 9:00 a.m. - 3:00 p.m. Monday -Friday. Guest fees will not be charged for

registered Non-member Guardians.

23. If floating articles are used by non-swimmers as a swimming aid, those articles must be Coast Guard approved. INFLATABLE WATER WINGS ARE NOT PERMITTED! Floats, nerf and beach balls, etc., may be permitted in the pool at the discretion of the lifeguard on duty.
24. Swimmers are not allowed to spit or spout water back in the pool.
25. There will be an Adult swim the last ten minutes of each hour. All persons under the age of 18 will be required to vacate the pool for a rest period during this break. During this break, no one under 18 will be allowed to sit on the steps, side, etc.
26. The pool will be cleared whenever thunder or lightning is present. The pool will only reopen when determined by the Manager or by the lifeguard on duty.
27. The pool shall be strictly off limits to all persons unless the Manager, an authorized Staff person, a lifeguard or instructor is on duty and stationed poolside.
28. Lost and Found items will be disposed of if they are not claimed within one week. Contact the Manager for any lost and found items.
29. ONE LONG WHISTLE BLAST MEANS TO CLEAR THE POOL!
30. LIFEGUARDS HAVE THE ULTIMATE AUTHORITY!
31. TOBACCO PRODUCTS ARE PROHIBITED ON PROPERTY AT ALL TIMES.
32. USE OF THE EMERGENCY PHONE IS FOR EMERGENCY USE ONLY.

6. **TENNIS POLICY:**

Each Member and Grandfathered Participant is responsible to know the policies and rules of the facility.

The Manager prioritizes the use of the Tennis Facility in the following order:

1. Three courts designated for the instruction, training and development by the Tennis Pro.
2. Courts designated for League competition.
3. Summer camps sponsored by the Association and Tennis Pro.
4. Junior/YTA.

5. Member and Grandfathered Participant-only events scheduled by the Tennis League.
6. Member and Grandfathered Participant-only events sponsored by the Association.
7. Member and Grandfathered Participant-only events sponsored by the Tennis Committee.
8. Member and Grandfathered Participant reservations and Guest play.
9. Events sponsored by the Tennis League for Members, Grandfathered Participants and their Guests.
10. Events sponsored by the Tennis Committee for Members, Grandfathered Participants and their Guests.
11. Other(s) as designated by the Manager.

Member(s), Grandfathered Participants, their family members and Guest(s) are expected to abide by the following:

1. Register: All Members and Grandfathered Participants must use the Access Control reader to the facility, regardless if the gate is unsecured. Allowing anyone entrance to the facility other than family members and Guests is prohibited. All Members and Grandfathered Participants in Good Standing and registered are granted access.
2. Problems: Any problems or issues with the courts must be reported to the Manager.
Play and use of the courts are at your own risk.
3. Reserving Courts: Courts may be reserved by any Member or Grandfathered Participant 24 hours and up to seven (7) days in advance or reserved by sign-up sheet after hours at the cabana/Pro Shop, unless already reserved in advance. However, the player(s) reserving the courts shall forfeit the reserved court if not present and on the court within 10 minutes after the reserved time.
4. Time Limit: Time limits for play are limited to two (2) hours and may be changed WITH NO NOTICE by the Management. Play may continue beyond these time limits if no one is waiting. However, players may not re-sign for the same court or for any other court without first coming off of the courts to allow waiting player(s) to play. Courts shall be surrendered immediately upon expiration of time. Reservations may be made by phone during office hours, email or by sign-up sheets posted on the bulletin board at the pro-shop pavilion.
5. Proper Attire and Behavior: Players must wear proper tennis attire, including shirts. Only regulation tennis shoes may be worn on the courts. No profanity, unsportsmanlike conduct, or excessive noise will be allowed on the courts. Leave the court in as good or better condition than it was in when you arrived for play. Please understand and use

tennis etiquette at all times.

6. Court Use: NO glass, bikes, wagons, roller-skates, roller blades, skateboards, scooters, toys or pets of any kind are allowed within the Tennis Facility.
7. Credentials: All Member(s), Grandfathered Participant(s), family members (16 years and older), Guardian(s) and Guest(s) must have proper Credentials at all times when on the Property. An individual(s) may be asked to leave if proper Credentials are not available.
8. Children: No children will be permitted in the court area unless they are playing tennis. Children are to be directly supervised by parent(s), legal guardian(s) or Guardian(s) at all times while on the Property.
9. Guests: A Member or Grandfathered Participant must accompany Guest(s) at all times.
10. Operating hours are posted and subject to change by the Manager.
11. Courts that have not been reserved are open on a "first-come, first-served" basis. When waiting on a court, please stand outside of the court.
12. The Memorial Northwest Community Center has a resident pro available for private, semi-private, and group lessons. Courts #3 and #4 are reserved for lessons with the pro at all times. You may sign up for courts #3 and #4 when no lessons are being given, but the pro can bump you from the court.
13. Tobacco products are prohibited on the Property.

7. **FITNESS CENTER POLICY:**

Each Member and Grandfathered Participant is responsible to know the policies and rules of the facility.

1. **Exercise at your own risk and under the care of your physician.**
2. Any problems or issues within the Fitness Center must be reported to the Manager.
3. Please do not bring valuables into the Fitness Center. The Association is not responsible for loss of personal items.
4. Only Members, Grandfathered Participants, their family members and their Guest(s) over the age of sixteen (16) years and registered with the Manager may enter the Fitness Center. Only one registered Guest per Member or Grandfathered Participant is permitted.
5. All individuals must have proper Credentials at all times within the Fitness Center. You may be asked to leave if proper Credentials are not available.

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6. All individuals must use the Access Control reader as a means to register and use the Fitness Center. Opening the door to the Fitness Center other than for yourself and your registered Guest is strictly prohibited.
7. All individuals must wear appropriate exercise attire at all times within the Fitness Center. A shirt must be worn to cover the upper body; shorts must be mid-thigh or longer; and socks and athletic shoes are also required. The clothing must be for exercise purposes; therefore, casual clothing like jeans, jean shorts, or any article of clothing with zippers or rivets is not allowed. No open-toed shoes, open-backed shoes, boots, sandals, or casual shoes are allowed. Failure to dress properly may result in denial to work out.
8. THIS POLICY DOES NOT PERMIT NON-MEMBER PERSONAL TRAINERS. ALL PERSONAL TRAINERS MUST BE A MEMBER AND REGISTERED WITH THE ASSOCIATION, PROVIDE THE REQUIRED PROOF OF INSURANCE, AND BE AUTHORIZED IN WRITING BY THE MANAGER TO PROVIDE INSTRUCTION WITHIN THE FITNESS CENTER EXCLUSIVELY FOR MEMBERS AND GRANDFATHERED PARTICIPANTS. MEMBERS AND GRANDFATHERED PARTICIPANTS MAY REQUEST SPECIAL PERMISSION FOR A LICENSED AND INSURED PHYSICAL THERAPIST UNDER THE SUPERVISION OF A PHYSICIAN FOR REHABILITATION PURPOSES.
9. Disrupting or interfering with the workout of another individual is not allowed. Respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed. Individuals should refrain from prolonged socializing within the Fitness Center; be courteous, as this may be disruptive to others.
10. Observe proper personal hygiene by showering regularly, wearing clean clothing, and using deodorant.
11. All equipment must be wiped off after use. Individuals must bring their own towels. Towels are not provided.
12. Except for water, eating or drinking within the Fitness Center is prohibited. Please dispose of all trash in the proper bins outside of the Fitness Center.
13. Slow down, clear, and reset the cardio respiratory machines for the next person. Keep all cardio workouts under 20 minutes maximum if someone is waiting.
14. All equipment must be used in accordance with the ACSM's fitness guidelines and must be used in the Fitness Center. At no time is equipment allowed to be taken out of the Fitness Center. The following is required:

- A. Collars are to be used at all times to secure weights on bars.
 - B. Weights are not to be leaned against equipment, walls, doors, or mirrors.
 - C. Do not bang dumbbells together while working out or drop them.
 - D. The returning of weights and dumbbells to their proper racks after usage is required. Violators of this policy will be asked to leave the Fitness Center. Repeat offenders face further sanctions/discipline.
 - E. Chalk and powder are not permitted at any time.
 - F. Individuals must seek assistance for all spotting needs.
15. All participants are to comply with Staff directives.
16. Tobacco products are prohibited on the Property.

8. COMMUNITY CENTER RENTAL POLICY:

Each Member should familiarize himself/herself with the policies and each of the rules specific to each facility.

Subject to the availability of the Community Center, Members in Good-Standing may rent the facilities for their private use by complying with the terms of this policy and the rental agreement.

Management shall administer all requests for the rental of the Community Center on a "first-come, first-served" basis.

Management shall determine the availability of the Community Center for rental by prioritizing the use of the Community Center in favor of the activities of the Board, Committees, and Association-sponsored events.

Subject to the above, Members may rent the Community Center during the hours of 10 a.m. to 12 a.m. (4-hour minimum and 8-hour maximum) 7 days a week. The only exception to the contractual hours will be made for New Year's Eve when contractual hours may be extended until 1 a.m.

In order to be eligible to rent the Community Center, the applicant must provide proper Credentials to prove Membership in the Association to the satisfaction of Management.

Applicants must sign the Association's rental agreement in order to rent any of the facilities and must pay all of the required fees by secured funds (i.e., money order, credit card, or cashier's check). Management will not accept cash or personal checks as payment for any

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rental or security fees.

Management shall approve or deny all requests for private rentals and make sure that all rental requests are compliant with the terms of this policy. A copy of Association's rental agreement may be obtained at the Manager's office.

Management shall not reserve a facility until the Member executes the rental agreement(s) and complies with all terms and conditions, including fees.

The Member is responsible to document in writing any existing conditions deemed beyond normal wear and tear prior to use of the facility.

Members may only engage in one rental agreement at a time and will not be eligible for a second rental until the first has been concluded or has been canceled.

The Board shall establish the amounts of the rental rates at its discretion. Anyone who signs a contract for a rental of any of the facilities shall be required to pay the prevailing fees in effect at the time of the executed agreement.

The Member(s) shall be held liable for the actions of their Guest(s) during the time specified in the rental agreement. Members are encouraged to contract at their expense additional security services approved by the Association. The Association reserves the right to require the Renter to acquire additional security services at the Renter's sole expense for any reason. Failure to disclose in the rental agreement any information (for example, the serving of alcohol) regarding use of the facility is grounds for default by the Renter and may result in immediate termination of the agreement.

RP 898-17-0273

CERTIFICATION

"I, the undersigned, being the Secretary of Memorial Northwest Homeowners Association, hereby certify that the foregoing Community Center Policy Manual was adopted by at least a majority of the Association's Board of Directors, and such Community Center Policy Manual Resolution has never been modified or repealed, and is now in full force and effect."

**MEMORIAL NORTHWEST HOMEOWNERS
ASSOCIATION**

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By: Janet Hoffmann
Printed name: JANET HOFFMAN
Office Held: Secretary

ACKNOWLEDGMENT

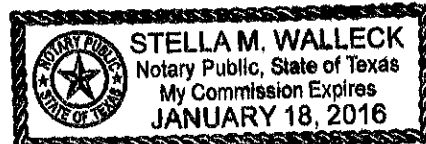
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, A NOTARY PUBLIC, on this day personally appeared JANET HOFFMAN, Secretary of MEMORIAL NORTHWEST HOMEOWNERS ASSOCIATION, a Texas Non-Profit Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and for the consideration therein expressed, and as the act and deed of such Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 20TH day of DECEMBER, 2013.

Stella M. Walleck

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Memorial Northwest Homeowners Association, Inc. / Community Center Policy Manual

RETURN TO:

✓✓

Consolidated Management Services
2204 Timberloch Place, Suite 245
The Woodlands, Texas 77380

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RP 990-17-0274

RP 898-17-8275

FILED FOR RECORD
8:00 AM

JAN 10 2014

Stan Stewart
County Clerk, Harris County, Texas

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 herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

JAN 10 2014



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS