



LT1-81-20110193426-1

**NOTICE OF FILING OF  
DEDICATORY INSTRUMENTS OF  
PARKWOOD MAINTENANCE ASSOCIATION, INC.**

SCANNED

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

Notice is hereby given to all persons with any interest in or claim to any parts of the property within Parkwood Subdivision that said property is subject to the attached dedicatory instruments, to-wit:

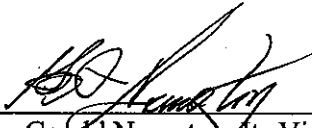
1. Pool Rules & Guidelines;
2. Pavilion/Pool/Clubhouse – Lease;
3. Clubhouse “Only” Lease;
4. Release of Liability;
5. General Architectural Control Committee (ACC) Guidelines; and,
6. ACC Guidelines for Flag Poles, Rain Barrels & Energy Generating/Saving Devices (Solar).

The foregoing constitute some but not all of the dedicatory instruments of the Association.

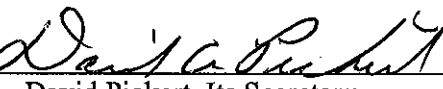
By their signatures below the Vice President and Secretary of the Association certify that the attached documents are dedicatory instruments of the Association.

Thus executed this 20 day of October, 2011.

PARKWOOD MAINTENANCE ASSOCIATION,  
INC.

By:   
Gerald Nowotny, Its Vice President

ATTEST:

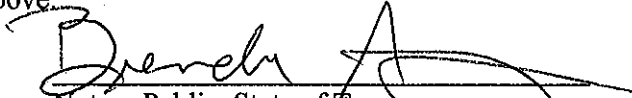
By:   
David Pickert, Its Secretary



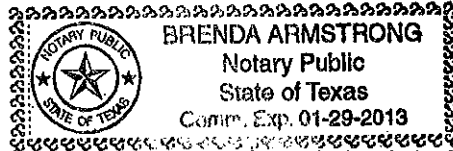
LT2-15200-834-29

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

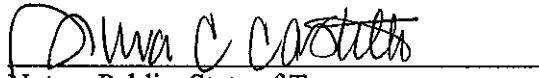
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Gerald Nowotny, Vice President, Parkwood Maintenance Association, Inc., on the date of execution set forth above.

  
\_\_\_\_\_  
Notary Public, State of Texas

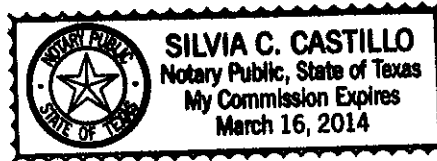
STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by David Pickert, Secretary, Parkwood Maintenance Association, Inc., on the date of execution set forth above.

  
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Parkwood Maintenance Association, Inc.  
1600 N.E. Loop 410, Suite 202  
San Antonio, TX 78209



**RESOLUTION OF THE BOARD OF DIRECTORS  
OF PARKWOOD MAINTENANCE ASSOCIATION, INC.  
REGARDING ENFORCEMENT OF MAINTENANCE OBLIGATIONS**

STATE OF TEXAS           §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

WHEREAS, Parkwood Maintenance Association, Inc. (hereinafter the "Association") is a property owners association established by, and governed through, the Declaration of Restrictions for Parkwood Subdivision, Unit 1, executed on July 10, 1986, recorded in Volume 3748, Page 0764, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration"); and,

WHEREAS, Article 22 of the Declaration provides that the Board of Directors of the Association has the right to file suit for damages or for injunction, mandatory or prohibitory, to enforce the Declaration; and,

WHEREAS, the Board of Directors of the Association has determined that it would be in the best interest of the Association to adopt a policy and procedure to be followed in the event of infractions of the Declaration that may give rise to a decision by the Board of Directors to file suit for violations other than non-payment of assessments;

NOW, THEREFORE, by their signatures below, the Vice President and Secretary of the Association certify that the Board of Directors of the Association has voted in favor of adopting the following policy and procedure, at a duly-called meeting of the Board at which a quorum was present or by unanimous written consent in lieu of a meeting:

Upon it appearing to the Board of Directors that there has been an infraction or violation of the Declaration, the Board may, among other options, issue or cause to be issued a written notice to the person(s) having committed it, giving them ten days to cure the violation. If the violation is not cured then the Association shall cause a second notice to be sent by certified mail, return receipt requested, and first class mail, describing the infraction with specificity, stating that enforcement action will be undertaken unless the violation is cured within a reasonable, specified period of time (or, in the event of infractions which are not of a continuing nature, that such infraction must not be committed again), informing the addressee that they have a right to cure the infraction and avoid any penalty, and

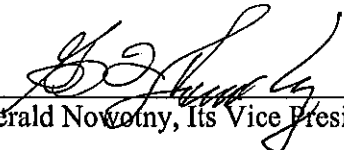
advising that the recipient has a right to request in writing a hearing before the Board of Directors, if their hearing request is sent within thirty days of their receipt of the notice. The notice shall also inform the violator that the Association may refer the enforcement of the violation to the Association's legal counsel, and that the violator shall be charged the legal fees incurred. If any person is given such a notice and then commits the same or a similar violation with six months of such first notice, the Board may issue another notice without giving them another reasonable period of time to cure.

Further, the Board of Directors may use alternative means and procedures for addressing violations where appropriate, including entering the property and curing the violation at the expense of the violator, or in the case of emergencies, filing suit without notice for a temporary restraining order and/or temporary injunction.


Thus resolved by the Board of Directors of the Association, at a duly called meeting, or by unanimous consent in lieu of a meeting, to certify which witness the signatures of the Vice President and Secretary of the Association below.

Thus executed this 20 day of October, 2011.

**PARKWOOD MAINTENANCE ASSOCIATION,  
INC.**

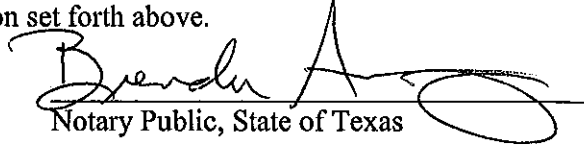
By:   
Gerald Nowomy, Its Vice President

ATTEST:

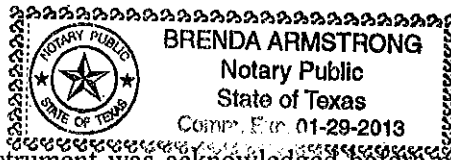
By:   
David Pickert, Its Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

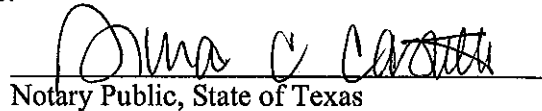
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Gerald Nowotny, Vice President, Parkwood Maintenance Association, Inc., on the date of execution set forth above.

  
Notary Public, State of Texas

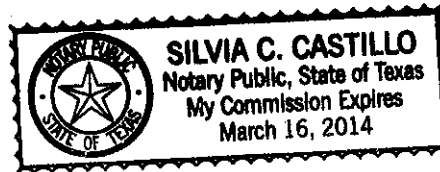
STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §



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Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Parkwood Maintenance Association, Inc.  
1600 N.E. Loop 410, Suite 202  
San Antonio, TX 78209



4115 001/915219

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF PARKWOOD MAINTENANCE ASSOCIATION, INC.  
REGARDING ENFORCEMENT OF MAINTENANCE OBLIGATIONS**

STATE OF TEXAS           §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

WHEREAS, Parkwood Maintenance Association, Inc. (hereinafter the "Association") is a property owners association established by, and governed through, the Declaration of Restrictions for Parkwood Subdivision, Unit 1, executed on July 10, 1986, recorded in Volume 3748, Page 0764, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration"); and,

WHEREAS, owners and occupants of lots subject to the Declaration are obligated to keep their lot and all improvements to it and landscaping on it in a well-maintained, safe, clean and attractive condition at all times, as set forth in Articles 10, 15 and 18 of the Declaration; and,

WHEREAS, Article 19 of the Declaration provides that if any such owner or occupant has failed to perform such obligation of maintenance, repair and care, then the Association may give such person written notice of such failure, and such person must within ten days of receiving such notice perform the care and maintenance required, and that should they then fail to do so, the Association shall have the right to authorize its agent or agents to enter the lot and perform such care and maintenance; and,

WHEREAS, the Board of Directors of the Association has determined that it is in the best interests of the Association to adopt a formal policy to provide for exercise by the Association of its right to enforce maintenance requirements as set forth in Articles 10, 15 and 18 of the Declaration;

NOW, THEREFORE, BE IT, AND IT IS HEREBY, RESOLVED that lots in the Parkwood Subdivision shall be subject to the following maintenance enforcement procedure, in the event that an owner or occupant fails to keep any lot or improvement in a well-maintained, safe, clean and attractive condition:

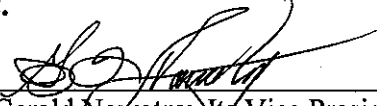
1. Management will send an initial courtesy notice that advises the owner or occupant that the lot or improvement needs to be repaired, maintained, mowed, weeded or otherwise cared for;
2. After a reasonable period of time has passed, if the condition has not been cured, then management will send a second courtesy notice reminding the addressee of the need for maintenance, repair or care;

3. If the condition remains in violation after another reasonable period of time, then management shall cause a final notice letter to be sent informing the owner or occupant that the Association will exercise its right to enforcement the maintenance obligations at the expense of the owner or occupant;
4. Should the owner or occupant fail to cure the violation after the passage of ten days from the receipt of the final notice letter, then the Board may authorize its agent or agents to enter the lot and perform such care and maintenance without any liability whatsoever;
5. The Association shall cause a written statement to be sent to the owners and occupants of the lot in question for the costs incurred in having such work done; and,
6. The expense of such maintenance, repair or care will be a joint obligation of the owners and occupants of the lot in question, as well as added to the annual maintenance assessment against that lot, if the statement is unpaid after thirty days.


Nothing herein shall be deemed to apply to any situation or condition deemed by the Board of Directors, in its sole and absolute discretion, to constitute an emergency or a need for more immediate action.

Thus executed this 20 day of October, 2011.

**PARKWOOD MAINTENANCE ASSOCIATION,  
INC.**

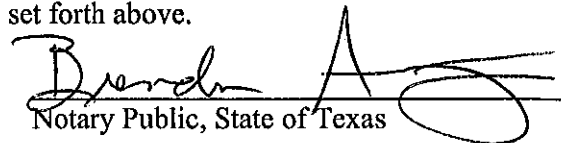
By:   
Gerald Nowotny, Its Vice President

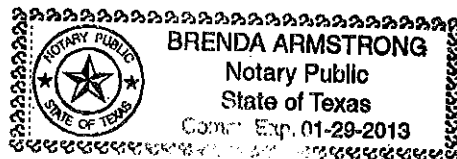
ATTEST:

By:   
David Pickert, Its Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §


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Notary Public, State of Texas

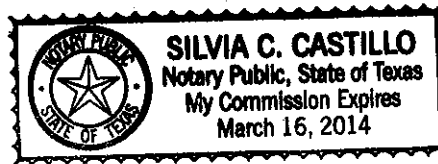


STATE OF TEXAS           §  
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COUNTY OF BEXAR       §

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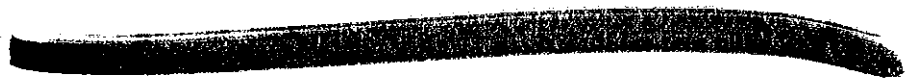
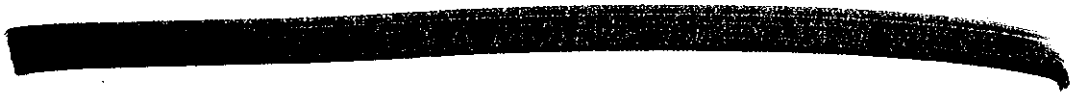
  
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
Parkwood Maintenance Association, Inc.  
1600 N.E. Loop 410, Suite 202  
San Antonio, TX 78209



4115 001/915219

**Clubhouse "Only" Lease**



# 586 - PARKWOOD MAINTENANCE ASSOCIATION, INC.

1600 NE Loop 410, Suite 202  
San Antonio, Texas 78209  
(210) 829-7202 Office • (210) 829-5207 Fax

## CLUBHOUSE "ONLY"

Address: 7628 Autumn Park

### 1. Lease:

Parkwood Maintenance Association, hereby called "LESSOR," grants to:

(Association Member's Name)

(Address - 78249)

(Telephone)

Hereinafter called "LESSEE", the non-assignable right to use the clubhouse facility only of the Parkwood Maintenance Association.

Said right of use and occupancy to be solely for the following purpose:

Type of Event: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

LESSEE shall be entitled to use these described leased premises for the use stated on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, from \_\_\_\_\_ to \_\_\_\_\_ (including setup and clean up time).

**All CLUBHOUSE parties must end by MIDNIGHT.**

### 2. Reservation, Rental Charge and Security Deposit:

The facility is rented on a *first-come, first served* basis. The facility may not be rented for commercial purposes. Parties must be contained within the specific areas rented.

#### Clubhouse fees:

LESSEE shall pay a four hour minimum rental for \$35/hr or flat fee of \$200.00 for 8 hours. LESSEE shall also pay \$25 per security guard per hour. Minimum of one security guard. With alcohol there will be a minimum of two security guards at \$25/hr. A deposit of \$200 will be required for each event.

- a. The Usage, Deposit and Security Guard fees, are due within 7 business days from the date the reservation is made. *The Usage Fee and Deposit Fee is refundable if the party is canceled no less than two (2) weeks before the rental date.* In the event damage occurs during the usage of the facilities, necessary repairs or replacement will be made and paid for out of the Deposit Fee. A checklist is signed off by LESSEE (See pg. 5). *The amount of such deduction for damages shall be at the absolute discretion of the Manager.* If repairs or replacement exceed the Deposit Fee, LESSEE will be billed for the additional cost. LESSEE agrees to reimburse LESSOR in full within 10 days of receipt of notice of such damages. The remainder of the deposit (if any) will be returned to the LESSEE. LESSEE may be subject to a \$200 "Failure to Conform" Fine, in the event that LESSEE or LESSEE's guests fail to follow all rules during use of leased premise. (See #7 on page 2.)

Please send three (3) checks made payable to Parkwood Maintenance Association (personal checks from Association member only).

### 3. Guest Conduct Rules:

LESSEE (Association member) is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. **LESSEE must be present on the leased premises at all times during the lease period.** LESSEE agrees to be responsible for strict observance and adherence by LESSEE AND LESSEE's guests to all rules and regulations of LESSOR regarding use of and conduct on the leased premises. A copy of such rules is attached hereto and is part hereof. All functions must end, and all guests must leave, at the designated ending time. **Clean up is the responsibility of LESSEE.**

#### **4. Indemnity:**

LESSEE, by accepting this lease, agrees to release LESSOR, its officers, directors and employees from all damages and claims of every kind, whether to person or to property, arising incidental to and during LESSEE's use of the leased premises and LESSEE agrees to hold LESSOR, its officers, directors and employees harmless from any damage, claim, lawsuit or judgment sustained by LESSEE or any of its agents, employees, invitees, guests, or any other persons, including caterers, on the leased premises incidental to and during the time of the lease, and to indemnify LESSOR, its officers, directors or employees against any and all claims, demands, lawsuits or judgments arising from the negligence of LESSOR, its officers, directors or employees.

#### **5. Inspection and Termination:**

A member of the Board of Directors or other agent of LESSOR, shall have the right to inspect the lease premises during the term of LESSEE's rental of same and may demand cessation of any function and request guests to leave the premises if the rules and regulations are not observed. The Board of Directors or any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to non-payment of fees or deposits, and this agreement shall be null and void. In the event this agreement is terminated for non-payment of fees, the above Security Deposit shall be forfeited to LESSOR.

#### **6. Tobacco Products & Alcoholic Beverages:**

Tobacco products may be used in designated area(s) only. Alcoholic beverages may be consumed with security guard requirements, as outlined in paragraph #2.

#### **7. "Failure to Conform" Fine:**

In the event that LESSEE or LESSEE's guests do not follow all rules during use of leased premise (time limit, noise limit, etc.), the Board may, at its discretion, impose at \$200 "Failure to Conform" fine. The board may also retain the Deposit Fee and/or revoke future lease privileges.

#### **8. Clean-Up:**

LESSEE is required to leave all facilities clean, including the pool bathrooms and pavilion area. If they are not clean when you arrive at the facility, call the Association office. **All party trash must be removed from the site after the party including the bathrooms.**

#### **9. Party Code:**

Code is issued 24 hours prior to event to enter the clubhouse. Reservation department will contact resident with code.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:

LESSOR  
Parkwood Maintenance Association

LESSEE  
Association Member (Signature Required)

Phone (daytime):

Phone (evening): \_\_\_\_\_

Length of party (Minimum of 4 hours or 8 hours for \$200.00)	_____ hours.	x \$35 usage fee per hour
Amount to enclose for Clubhouse usage fee:	\$	
No. of security guards required for event:	<input type="checkbox"/> 1 guard <input type="checkbox"/> 2 guards	x \$25 per hour per guard
Length of security services:	_____ hours	
Amount to enclose for security guard:	\$	

<b>HOA USE ONLY:</b>	
Party Code: _____	
Deposit Paid: Check # _____	Deposit Fee returned: _____
Usage Fee Paid: Check # _____	
Security Fee Paid: Check # _____	

# PARKWOOD MAINTENANCE ASSOCIATION, INC.

1600 NE Loop 410, Suite 202  
San Antonio, Texas 78209  
(210) 829-7202 Office • (210) 829-5207 Fax

## CLUBHOUSE INVENTORY CHECKLIST - MAXIMUM OCCUPANCY 125

LESSEE must initial the following Clubhouse Inventory:

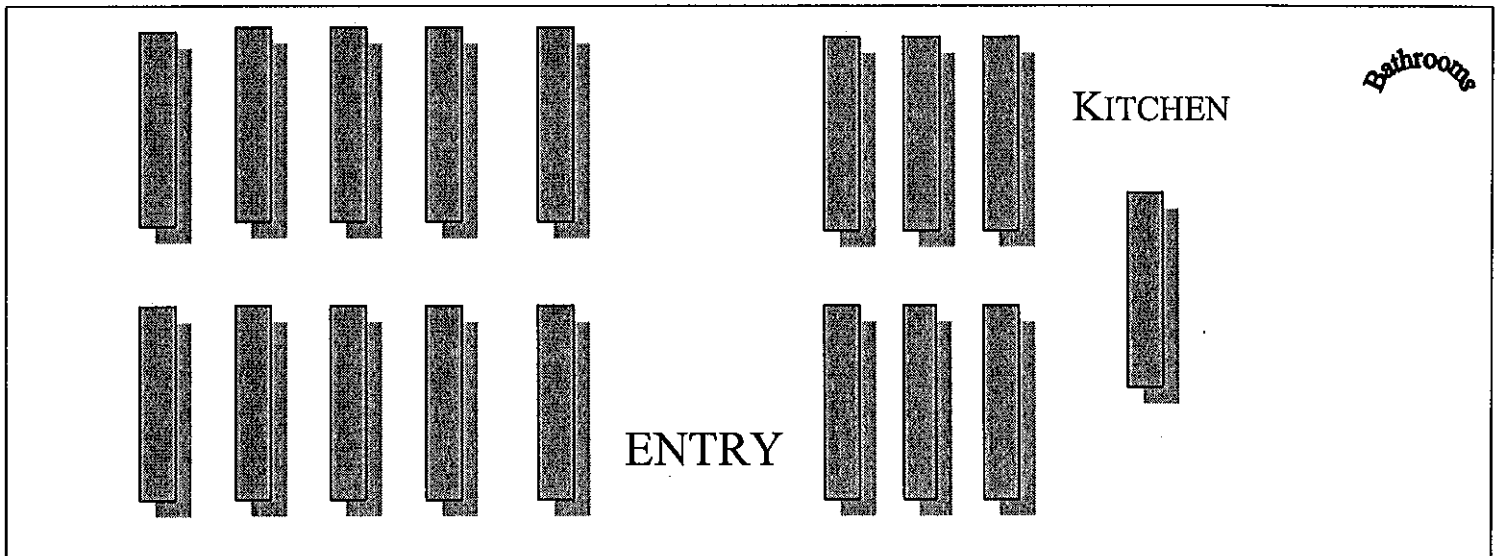
\_\_\_\_\_ 17 Rectangle tables (6')  
\_\_\_\_\_ 140 Chairs  
\_\_\_\_\_ 1 Microwave  
\_\_\_\_\_ 1 Refrigerator  
\_\_\_\_\_ Sink

\*\* The tables will be "set up" as demonstrated below in accordance to the # of guests indicated- NOT all 17 tables will be set – this is just an EXAMPLE.

\*\* Each table will be arranged with 8 chairs.

It is important for you to understand you may need to re-arrange the tables and chairs the same day of your party to meet your needs.

### "SAMPLE OF SET UP" – NOT TO SCALE



LESSEE's Signature

Date

**(SEE NEXT PAGE FOR CHECKLIST)**

# PARKWOOD CLUBHOUSE CHECKLIST

1600 NE Loop 410, Suite 202  
San Antonio, Texas 78209  
(210) 829-7202 Office • (210) 829-5207 Fax

**LESSEE must initial the following:**

\_\_\_\_\_ I have read and understand this lease agreement.

\_\_\_\_\_ I have read and understand that the clubhouse inventory sheet.

\_\_\_\_\_ Neither my guests nor I will use tobacco products outside of the designated area(s).

\_\_\_\_\_ Neither my guests nor I will consume alcoholic beverages without security requirements.

\_\_\_\_\_ Music will remain at a moderate (low/medium) volume during the event. Music will remain at a low volume after 10 p.m. (CITY ORDINANCE)

\_\_\_\_\_ At the conclusion of the event, all guests will leave the premises, all trash will be removed, and the facility will be returned to its original condition, including a light cleaning (Security will know where products are kept).

\_\_\_\_\_ If tables or chairs are moved for my party, I agree to arrange the tables and chairs as they were initially laid out for the next party.

\_\_\_\_\_ Violation of any of the Association's rules (time limits, noise limits, etc.) by me or my guests may result in a \$200 fine imposed by the Association. I will be notified in writing of the fine, if applicable. I may contest the fine at the next Board of Directors meeting. My failure to attend the meeting will nullify my right to contest the fine.

\_\_\_\_\_  
LESSEE's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

~Thank You~

**Pavilion/Pool/Clubhouse – Lease**

[REDACTED]

[REDACTED]

**586 - PARKWOOD MAINTENANCE ASSOCIATION, INC.**

**1600 NE Loop 410, Suite 202  
San Antonio, Texas 78209  
(210) 829-7202 Office • (210) 829-5207 Fax**

**PAVILION/POOL/CLUBHOUSE - LEASE**

**1. Lease:**

Parkwood Maintenance Association, hereby called "ASSOCIATION," grants to:

*(Association Member's Name)*

*(Address - 78249)*

*(Telephone)*

Hereinafter called "LESSEE", the non-assignable permission to use that portion of the Parkwood facility as follows:

- Check one:       **Clubhouse Only**                       **Clubhouse and Pool**  
                       **Pavilion Only**                               **Pavilion and Pool**  
                       **Pool Only**

Said permission to use and occupancy to be solely for the following purpose:

Type of Event: \_\_\_\_\_  
Number of Guests: \_\_\_\_\_ - **NUMBER OF GUESTS SHALL NOT EXCEED 106, which the Certificate of Occupancy Allows (Clubhouse ONLY – must end by 12 midnight --- Address: 7628 Autumn Park)**

LESSEE shall be entitled to use these described leased premises for the use stated on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, from \_\_\_\_\_ to \_\_\_\_\_ (including setup and clean up time).

*All Pavilion parties must end by 10:00 p.m.*

**2. Reservation, Rental Charge and Security Deposit:**

**The facility is assigned on a *first-come, first served* basis. The facility may not be used for commercial purposes. Parties must be contained within the specific areas checked above.**

**Reservations may not be made more than 90 days in advance of the desired dates; reservations are made with the right of refusal.**

**Pavilion and Pool Fees - Address: 7602 Autumn Park**

LESSEE shall pay to ASSOCIATION as a Usage Fee for either facility - \$40.00 for usage of the Pavilion and/or \$40.00 for usage of the Pool. LESSEE shall also pay to ASSOCIATION a Deposit Fee in the sum of \$200 for the Pavilion or the Pool, to be held by ASSOCIATION as security for proper clean-up, which is the sole responsibility of the LESSEE, and to provide reimbursement for repair or replacement of ASSOCIATION property or equipment required because of damage sustained incident to LESSEE's use of the premises.

**Clubhouse Fees (Rented until 12 midnight) - Address: 7628 Autumn Park**

LESSEE shall pay a four hour minimum fee for \$35/hr. LESSEE shall also pay \$25 per security guard per hour (Minimum of one security guard). If alcohol is to be served and/or consumed, there will be a minimum of two security guards at \$25/hr. required to be present. A deposit of \$200 will be required for each event.

**The Usage Fee and/or Deposit Fee, if applicable, must be paid at least two (2) weeks prior to the reservation date. *The Usage Fee and/or Deposit Fee is refundable if the party is canceled no less than two (2) weeks before the rental date.* In the event damage occurs during the usage of the facilities, necessary repairs or replacement will be made and paid for out of the Deposit Fee. A checklist is signed off by LESSEE (See pg. 5). *The amount of such deduction for damages shall be at the absolute discretion of the Manager.* If repairs or replacement exceed the Deposit Fee, LESSEE will be billed for the additional cost. LESSEE agrees to reimburse ASSOCIATION in full within 10 days of receipt of notice of such damages. The remainder of the deposit (if any) will be returned to the LESSEE. **LESSEE may be subject to a \$200 "Failure to Conform" Fine, in the event that LESSEE or LESSEE's guests fail to follow all rules during use of leased premise. (See #8 on page 3.)****

**Please send two (2) checks made payable to Parkwood Maintenance Association (personal checks from Association member only).**

### **3. Lifeguards:**

If the Pool is being leased as part of this agreement, LESSEE agrees to pay as an additional sum, the salary of **at least two (2) lifeguards, who will be provided by the Association, at the rate of \$20.00 per hour per lifeguard.** For parties with 25-50 guests, three (3) lifeguards are required. For parties with 51-75 guests, four (4) lifeguards are required. **No more than 75 guests are allowed at private parties.**

The terms "guests" includes swimmers, non-swimmers, siblings and parents of attendees. The Pool Manager reserves the right to require additional guards for special circumstances and age considerations. LESSEE further agrees that s/he will not use the pool(s) without the required number of lifeguards present and on duty. Also, LESSEE agrees that he/she and all invited guests will abide by the pool rules and operation guidelines (copies attached) and all the terms and conditions of this Lease.

**Pool parties must be reserved and paid at least two (2) weeks in advance for lifeguard availability. The Usage Fee and Deposit are only refundable if the party is canceled more than 2 weeks in advance.**

### **4. Guest Conduct Rules:**

LESSEE (Association member) is solely responsible for the conduct of guests or others on the leased premises incidental to or during the time of the lease. **LESSEE must be present on the leased premises at all times during the lease period.** LESSEE agrees to be responsible for strict observance and adherence by LESSEE AND LESSEE's guests to all rules and regulations of ASSOCIATION regarding use of and conduct on the leased premises. A copy of such rules is attached hereto and is part hereof. All functions must end, and all guests must leave, at the designated ending time. **Clean up is the responsibility of LESSEE.**

### **5. Indemnity:**

**LESSEE, BY ACCEPTING THIS LEASE, AGREES TO RELEASE ASSOCIATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES AND CLAIMS OF EVERY KIND, WHETHER TO PERSON OR TO PROPERTY, ARISING INCIDENTAL TO AND DURING LESSEE'S USE OF THE PREMISES AND LESSEE AGREES TO HOLD ASSOCIATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM ANY DAMAGE, CLAIM, LAWSUIT OR JUDGMENT SUSTAINED BY LESSEE OR ANY OF ITS AGENTS, EMPLOYEES, INVITEES, GUESTS, OR ANY OTHER PERSONS, INCLUDING CATERERS, ON THE PREMISES INCIDENTAL TO AND DURING THE TIME OF THE LESSEE, AND TO INDEMNIFY ASSOCIATION, ITS OFFICERS, DIRECTORS OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS OR JUDGMENTS ARISING FROM THE NEGLIGENCE OF ASSOCIATION, ITS OFFICERS, DIRECTORS OR EMPLOYEES.**

### **6. Inspection and Termination:**

A member of the Board of Directors or other agent of ASSOCIATION shall have the right to inspect the LEASSEE and their premises during the term of LESSEE's use of same and may demand cessation of any function and request LESSEE and their guests to leave the premises if the rules and regulations are not observed. The Board of Directors or any agent so empowered by them shall also have the right to terminate this agreement for any reason, including but not limited to non-payment of fees or deposits, and this agreement shall be null and void. In the event this agreement is terminated for non-payment of fees, the above Security Deposit shall be forfeited to ASSOCIATION.

**7. Tobacco Products & Alcoholic Beverages:**

Tobacco products and alcoholic beverages are strictly prohibited on the premises. **(Pavilion and Pool only)**

**8. "Failure to Conform" Fine:**

In the event that LESSEE or LESSEE's guests do not follow all rules during use of the premise (time limit, noise limit, etc.), the Board may, at its discretion, impose at \$200 "Failure to Conform" fine. The Board may also retain the Deposit Fee and/or revoke future usage privileges.

**9. Clean-Up:**

LESSEE is required to leave all facilities clean, including the pool bathrooms and pavilion area. If they are not clean when you arrive at the facility, call the Association office at 210-829-7202. **All party trash must be removed from the site after the party.**

**10. Code – Clubhouse "only":**

A code will be provided by the Association office to LESSEE 24 hours before event.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:

ASSOCIATION  
Parkwood Maintenance Association

LESSEE  
Association Member

Phone (daytime):

Phone (evening): \_\_\_\_\_

**FOR CLUBHOUSE USE:**

Length of party (Minimum of 4 hours) \_\_\_\_\_ hours x \$35 usage fee per hour  
or 8 hours for \$200.00  
Amount to enclose for Clubhouse usage fee: \$ \_\_\_\_\_  
No. of security guards required for event:  1 guard  2 guards x \$25 per hour per guard  
Length of security services: \_\_\_\_\_ hours  
Amount to enclose for security guard: \$ \_\_\_\_\_

**FOR POOL USE:**

Length of party: \_\_\_\_\_ hour(s)  
Number of lifeguards required: \_\_\_\_\_ x \$20 per hour per lifeguard  
Amount to enclose for lifeguards: \$ \_\_\_\_\_  
No. of security guards required for event:  1 guard  2 guards x \$25 per hour per guard  
Amount to enclose for security guard: \$ \_\_\_\_\_

.....  
**HOA USE ONLY:**

Key #: \_\_\_\_\_ Picked up: \_\_\_\_\_  
Key Returned: \_\_\_\_\_  
Deposit Paid: check # \_\_\_\_\_ Deposit Fee returned: \_\_\_\_\_  
Usage Fee Paid: check # \_\_\_\_\_

.....

# PARKWOOD CHECKLIST

**LESSEE must initial the following:**

\_\_\_\_\_ I have read and understand this lease agreement.

\_\_\_\_\_ I have read and understand the attached rules, and I agree to abide by these rules and will ensure my guests abide by these rules.

\_\_\_\_\_ Neither my guests nor I will use tobacco products while on the premises.

\_\_\_\_\_ Neither my guests nor I will consume alcoholic beverages while on the premises.

\_\_\_\_\_ Music will remain at a moderate (low/medium) volume during the event. Music will remain at a low volume after 10 p.m.

\_\_\_\_\_ At the conclusion of the event, all guests will leave the premises, all trash will be removed, and the facility will be returned to its original condition.

\_\_\_\_\_ Codes will be provided by the Association Office. Codes are assigned 24 hours prior to event.

\_\_\_\_\_ Violation of any of the Association's rules (time limits, noise limits, etc.) by me or my guests may result in a \$200 fine imposed by the Association. I will be notified in writing of the fine, if applicable. I may contest the fine at the next Board of Directors meeting. My failure to attend the meeting will nullify my right to contest the fine.

\_\_\_\_\_  
LESSEE's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

# Parkwood Fee Fining Schedule Clubhouse Rentals

A significant portion of the reservation fee will be withheld if the follow up inspection finds that the property has been at all compromised. This might include, but is not limited to

1.     **\$25.00** for leaving any portion of the building unlocked plus the actual value of any repairs necessary due to vandalism, if applicable.
2.     **\$25.00** for leaving the lights on
3.     **\$25.00** for not returning the heating/cooling system to the "Off" position
4.     **\$45.00** for not cleaning adequately, this would include leaving their garbage behind

## 140 Chairs and 17 Tables

\_\_\_\_\_ **Initial**

Please review the above and sign below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

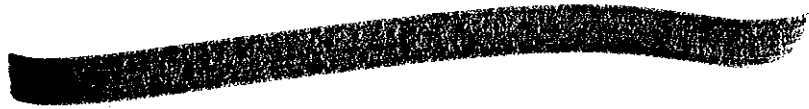
\_\_\_\_\_  
Party Date

Thank you,

Parkwood Board of Directors

**~ Thank You ~**

## Pool Rules & Guidelines



# PARKWOOD MAINTENANCE ASSOCIATION

## Pool Rules & Guidelines

1600 N.E. Loop 410, Suite 202  
San Antonio, Texas 78209  
Office (210) 829-7202 Fax (210) 829-5207  
Pool (210) 558-7534

### **Introduction:**

The safety and enjoyment of the members of the community are of primary concern in the operation of our pool at Parkwood. If we show courtesy and consideration for others in our use of the pool and cooperate with the lifeguards in their daily management of the pool, only a minimum of rules and guidelines should be needed.

Lifeguard(s) will be on duty and in charge of the pool area when it is open. We appreciate your cooperation with the lifeguards' directives or requests regarding safety. Please abide by the rules and guidelines, and curtail any activity that interferes with the swimming enjoyment of others. **Lifeguards have the authority to remove any person from the pools for violation of rules or for conduct contrary to good order and discipline or detrimental to the health and safety of others.**

### **Schedule & Hours of Operation:**

**Pre-Season** (Mid Weekend of May - First Weekend of June)  
Contingent on Lifeguard Availability & Usage  
Open Weekends in May. Sat-Sun: Noon-8 p.m.

**Memorial Day**  
Noon-8 p.m.

**Main Summer Session** (First Weekend of June thru beginning of school)  
Tues-Fri: 11 a.m.-Noon (lessons, swim team, and adult lap swim only - *tentative schedule*)  
Tues-Sun: Noon-8 p.m. (general swim)

*Closed Mondays for maintenance & operations (except Memorial Day and Labor Day)*

**Post Season** (Last weekend of August - Last weekend of September)

Contingent on Lifeguard Availability & Usage  
Open Weekends September. Sat-Sun: Noon-8 p.m.

**Labor Day**  
Noon-8 p.m.

Last 10 minutes of each hour - Adult Swim Only

The pool season may be extended depending on weather conditions, lifeguard availability, and swimmer demand. The Association or Pool Manager reserves the right to close the pool at any time for emergency or repair purposes.

**Pool Conduct Rules:**

a. Not permitted in the pool area:

- Alcoholic beverages
- Smoking
- Running or excessive horseplay
- Loud, abusive or vulgar language
- Electrical cords
- Frisbees, balls, rafts or throw toys
- Inner-tubes more than 24 inches in diameter
- Bicycles or skateboards
- Pets (except service animals)
- Glass and breakable items
- Diving in water less than 6 feet deep

b. Please confine food to the picnic area only.

c. The only wheeled vehicles allowed on any of the common areas are baby carriages.

d. Battery operated radios are permitted at low volume only.

e. Pool users must be properly attired in swim wear. No cut-off pants are permitted. Lifeguards will use their judgment in determining what is proper attire.

f. Disposable diapers must be covered by plastic pants.

g. Persons with communicable diseases, excessive sunburns, bandages or open cuts or sores are not allowed in the pool.

h. Children under age 10 must be accompanied by an adult (18 or older) at all times.

i. Children ages 10-12 may swim unaccompanied if they pass the swimming proficiency test; for test schedules contact lifeguard staff.

j. Children may swim for a maximum of 2 hours at a time. After 2 hours, unaccompanied children must leave the pool area for at least 1 hour.

k. A responsible adult must be within reach of each non-swimmer child at all times. Parents are responsible for their children.

l. The Association reserves the right to deny pool privileges to anyone and may close the pool any time for maintenance, operational problems, or safety concerns.

m. Pool rules and hours of operation may be changed by the Board of Directors at any time.

n. Failure to comply with these rules shall be considered by the Board of Directors as sufficient cause to restrict pool usage.

o. Suspension of pool privileges due to misconduct:

1<sup>st</sup> offense - 1 day suspension

2<sup>nd</sup> offense - 3 day suspension

3<sup>rd</sup> offense - suspended for the rest of the summer

Parents will be notified upon each incidence.

Suspensions may be appealed to Board of Directors.

#### **Guests:**

a. Association members in good standing may bring to the pool up to 2 guests per household at any one time. The host Association member must accompany his/her guests at all times. The host is responsible for his/her guest's conduct at all times.

b. The lifeguard(s) may limit the number of guests or request guests to leave in the event of safety concerns or over-crowding.

c. A guest cannot be a non-paid member of the Association. Members who have not paid their assessments may not enter the pool or pool area as a guest of a paid member.

### Private Pool Parties:

a. Association members in good standing may reserve the pool facility for private parties. The Association member must be present at the party at all times.

b. Members may request private pool party reservations by completing a Pool Lease form, available through the Association office at 829-7202 ext 154. Parties must be arranged at least 2 weeks in advance for scheduling purposes.

c. All pool rules and guidelines specified herein apply during all pool parties.

d. Alcoholic beverages are not permitted. Excessive loud music is also prohibited.

e. In the event that LESSEE or LESSEE's guests do not follow all rules during use of leased premise (time limit, noise limit, etc.), the Board may, at its discretion, impose a \$200 "Failure to Conform" fine. The board may also retain the Deposit Fee and/or revoke future lease privileges.

f. Private pool parties may be held after Memorial Day and prior to Labor Day during the following hours:

Tues-Sun: 8:30 p.m.-10:30 p.m.

Sat-Sun: 9 a.m. - Noon

g. Parties may not be held on the cleaning/maintenance day (Mondays).

h. Scheduling of pool parties is contingent upon lifeguard availability and swim team schedule. Parties may not be scheduled during swim team events.

i. At least 2 Association lifeguards are required for all private parties with up to 25 guests. An additional lifeguard is required for each additional 25 guests. The cost of lifeguards is \$20 (\*Corrected amount) per hour per lifeguard.

j. No more than 75 guests are allowed at private parties.

k. The term "guests" include swimmers, non-swimmers, siblings and parents of attendees.

l. The Pool Manager reserves the right to require additional guards for special circumstances and age considerations.

m. The pool area is to be used for swimming parties only. The Board of Directors discourages use of the pool area for gatherings that could be held at

the homeowner's residence.

n. In addition to the cost of lifeguards, a \$40 flat usage fee and a \$200 deposit are required. The deposit will be refunded if the facility is properly cleaned and has no damage at the conclusion of the party. Cancellations must be made at least 2 weeks in advance, or the deposit refund will be less the lifeguard fees.

o. All parties must end by 10:30 p.m. All trash must be removed from the area immediately following the party or a CLEAN UP charge will be assessed to your deposit.

### **Entry to Pool:**

All those entering the pool must complete a Pool Waiver & Membership Form which will be located at the pool for your convenience. Please be prepared to show proof of ID, for example (TX ID, Drivers License, etc) showing you reside in Parkwood to the Lifeguards. For those under the age of 18, parents must register their family.

### **Lessons & Swim Team:**

a. **Swimming Lessons** are available on a first come, first served basis. Due to varying abilities, some shuffling of classes may occur. Lessons are available to children ages 4 and older.

For information on class costs for 8 sessions contact the lifeguard staff at the pool phone 558-7534.

Classes must have a minimum of 3 students, and a maximum of 4 students.

Classes are scheduled Tuesday through Friday between 9 a.m. and Noon.

Classes are ½ hour long.

### **Picnic Pavilion**

a. Any resident may use the Pavilion when it is not reserved for a private party; however a reservation gives priority to the lessee for exclusive use of the pavilion.

b. Association Members in good standing may reserve the Pavilion for private use.

c. Members may reserve the Pavilion by completing a Pavilion Lease form,

available through the Association office, at least 14 days before the planned event. Members reserving the Pavilion do not automatically have use of the pool. *See #6 Private Pool Parties.*

d. A \$40 flat usage fee and a deposit of \$200 is required to reserve the Pavilion. The fee helps defray the costs of maintenance and cleaning.

### **Lighted Tennis Courts**

a. Association Members in good standing and their invited guests may use the tennis courts. Members must accompany their guests at all times. Patrol may check ID's to insure those using the Tennis Courts are residents of Parkwood Maintenance Association.

b. The code may be acquired from the management company by dialing 829-7202.

c. The tennis courts are open daily from 7 a.m.-9 p.m.

d. Court lights must be turned off when not in use.

e. Children under age 13 must be accompanied by an adult after 6 p.m.

f. Conduct rules:

-Players must wear tennis shoes. No bare feet or other types of shoes are allowed.

-No bicycles, skateboards, or other wheeled objects are permitted on the court surface.

-No alcoholic beverages, glass or breakable items are allowed in the court area.

-No pets are allowed in the court area.

-Only players are allowed on the courts. Spectators are allowed in the court area only with the consent of those playing.

-Please observe proper tennis etiquette, and be courteous and flexible in observance of the rules.

g. The Association reserves the right to close the tennis courts at any time for maintenance or safety concerns.

h. The Association may modify these rules at any time.

### **Jogging Trail:**

The jogging trail is open daily until 10 p.m. Please keep noise to a minimum, since it runs along the back of many residents' houses.

Wheeled vehicles are not allowed on the trail.

**Children's Playground:**

The playground is open daily from dawn until dusk. Please keep the area clean and free of food scraps that will attract ants and animals.

Children under 13 years old must be accompanied by an adult.

**Marquee:**

The Marquee, located in front of the pool facilities on Autumn Park, carries announcements for the neighborhood. Messages are changed weekly.

Contact our volunteer via email at [pwmarquee@hotmail.com](mailto:pwmarquee@hotmail.com) to place a community announcement on the Marquee.

**Helpful Numbers:**

All Emergencies	911
City Public Service	353-2222
Code Compliance	311
EMS Ambulance	911
Fire - Non-emergency	227-8341
Parkwood Maintenance Association office Marisela Delgado, Association Manager	829-7202
Parkwood Pool	558-7534
Poison Center	1-800-222-1222 or 1-800-764-7661
Pool Maintenance Fletcher Watson, Lifeguard/Pool Manager	1-800-949-9645
Police - Non-emergency	207-7273
Post Office Information	650-1630
San Antonio Water Systems Emergencies	227-6143
ATT Repair	1-800-246-8464

Doc# 20110193426 Fees: \$128.00  
10/31/2011 12:17PM # Pages 29  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 31 2011



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS