

RULES AND GUIDELINES FOR AMENITY USE

The right of the Board to suspend the right of an Owner to use any recreational facilities within the Common Area (1) for any period during which any Assessment or portion thereof owed by such Owner remains delinquent, and (ii) for a period not to exceed sixty (60) days for a single violation, or for a longer period in the case of any continuing violation, of the Declaration, By-Laws, or Rules and Regulations of the Association;

Section 7. Power to Enforce Declaration and Rules and Regulations. The Association and the Master Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board of each deems necessary or desirable to cause compliance by each Member and each Member's family, guests, or tenants. Without limiting the generality of the foregoing, the Association and the Master Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Tract or Lot within the Properties after notice (unless a bona fide emergency exists in which event this right of entry may be exercised without notice [written or oral] to the Owner, but in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use, or enjoyment of the Improvements situated thereon by the Owner or any other Person), without liability by the Association to the Owner, tenant, or guest thereof, for the purpose of enforcement of this Declaration or Rules and Regulations; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion, after notice, of any Member or Member's family, guests, or tenants from use of any recreational facilities in the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by suspension, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Member's family, guests, or tenants, of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting, after notice, a Reimbursement Assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants; and (g) by levying and collecting, after notice, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, which fines and penalties shall be deemed Reimbursement Assessments to be collected as such, from any Member or Member's family, guests, or tenants, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, guests, or tenants.

Purpose:

To establish a specific set of guidelines defining the acceptable use of amenities by owners and their guests, and corresponding penalties for misuse.

Amenity:

Emerald Bay Clubhouse
Emerald Bay Tennis Courts

Reflection Bay Basketball Courts
Volleyball Courts
Biscayne Bay Splashpad
Pools
Disc Golf
Pavilion
Pocket Parks, Playgrounds, Work Out Equipment
Other Common Areas

RULES AND REGULATIONS PER AMENITY:

1. EMERALD BAY CLUBHOUSE

The following conditions are described in the clubhouse rental agreement which can be accessed using the following link: [Emerald Bay Clubhouse Rental Agreement](#)

Use of Property: The property shall be used by Resident for the following purposes only: The maximum number of guests at the clubhouse is not to exceed 30 total guests, children and adults. Alcoholic beverages must not be served to or consumed by anyone under the age of 21. The Resident is responsible to hire, at his/her expense, a City of Pearland Police officer for any gathering where alcohol will be served. A receipt from the Pearland Police Department (PPD) must be provided to the HOA before access to the clubhouse will be granted. Pearland Police department is located at 2555 Cullen Parkway, Pearland, Texas 77581 281- 997-4100. All evening functions must be concluded by midnight.

Excessive noise and/or rowdy or unruly behavior will not be tolerated.

Visitors may park their cars in the parking area adjacent to the clubhouse in designated or clearly marked parking spaces. FirstService Residential, SCRMA or any of the Village Associations are NOT liable for parked vehicles.

No Assignment of Sublease: The Resident shall not assign this Lease or sublet any part of the Clubhouse.

Resident is Responsible For: Leaving all Association owned property untouched and unmoved, other than the tables and chairs used for serving and seating. All chairs must always remain inside the clubhouse. Any damage to property, fixtures, floors, windows, doors, furniture, or related equipment; Emptying trashcans and removing trash from the premises (garbage must be taken home and not left outside the clubhouse). Leaving garbage bags at the premises will result in a \$100.00 fee being billed to the owner's account. Removing any decorations (Confetti/ Glitter is NOT allowed at any time inside the facility), trash, additions, or enhancements not on the premises during the time of initial inspection. Remove all food (microwave oven, refrigerator, cabinets and cupboards); Turning off the lights, water faucets,

warming ovens, coffee makers or any other appliances; Lock all doors. Resident is responsible for subsequent damage and/or theft because of failure to secure the Clubhouse.

No Smoking: Smoking tobacco or any other substance including vaping is not permitted inside the clubhouse, or within twenty feet of the entrance.

Pets: No pets of any kind allowed in the clubhouse.

Personal Belongings: The Resident shall remove all of Resident's property at the end of the lease. The Association is not responsible for any personal belongings or items left behind. Any property left behind shall become the property of the Association and may be disposed of.

Condition of Property: Resident has examined the clubhouse and accepts the Property, furniture and appliances in its current condition and state of repair. Upon expiration of the lease term, or early termination, Resident shall surrender the property to Association in its required condition under the terms of this Agreement.

Alterations: No holes may be made, or nails driven into the woodwork, floors, walls, or ceilings of the improvements. By way of example but not to limit the foregoing, pushpins, nails, screws and tape are not allowed.

Inspections: During the lease term, the Association may enter the Property at any time to inspect.

Compliance with Laws: Resident shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the Clubhouse. Resident's use and occupancy of the Clubhouse is contingent on complying with all applicable laws.

Repairs and Maintenance: Resident shall bear all expense of repairing, replacing, and maintaining the Clubhouse, including but not limited to grounds, trees, shrubs, appliances, furniture, doors, walls, windows, screens, deck, and ceilings. Resident shall repair at the expense of Resident any damage to the Property caused directly or indirectly by the acts or omissions of the Resident or any other person thereon by the consent, invitation, or sufferance of Resident. The repair or replacement of such damage shall commence immediately and completed with no unreasonable delay. Resident hereby knowingly, voluntarily, specifically and for valuable consideration waives all duties imposed on the Association that can be waived pursuant to Section 92.006 of the Texas Property Code.

Indemnity: Resident shall indemnify and hold Association harmless from the claims of Resident, as well as all third parties, for loss of life, injury or damage to the person or injury or damage to the Clubhouse of such third party, arising from the use or occupancy of the Clubhouse by Resident. This indemnification shall include all costs and expenses incurred by the Association, including attorney's fees. Further, Resident is required to notify all of Resident's guests and/or invitees that their presence upon the property is expressly subject to their

agreement to waive all claims against Association for injury or damage to their person or property resulting, directly or indirectly, from their use of the Clubhouse, and to hold Association harmless relative thereto. Said guests and/or invitees may be required by Association to sign an acknowledgement of their understanding of the terms of this Agreement.

Insurance: Association and Resident shall each maintain such insurance on the improvements and Property as each party may deem appropriate during the term of this Lease.

Default: If Resident fails to perform or observe any provision of this Use Agreement, then in the sole opinion and option of Association, this Use Agreement may be terminated and Resident's function may be cancelled and all of Resident's guests may be asked to leave the premises, with no liability as to any damages claimed by Resident.

Suspension of Use: More than one instance of violating the rules, regulations, policies, and guidelines set forth in this document, whether during one or multiple rental events, may result in suspension of use for a minimum of sixty days or more based on a determination made by the Board of Directors. Single violations determined to be egregious may also result in suspension of use as previously defined.

Termination: This Use Agreement shall terminate upon expiration of the term or upon Resident's default under this Agreement. Upon termination, Resident shall vacate the Clubhouse immediately.

Holding Over: Any possession by a Resident after termination shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of the Association. Residents shall pay a rate of \$50.00 per hour during the period of any possession after termination (midnight).

Hazardous Use: The Resident will not keep anything in the Clubhouse, which is dangerous, flammable, and explosive or might increase the danger of fire or any other hazard.

Attorney's Fees: Resident agrees that he/she will be responsible for all legal fees incurred by Association for any proceeding brought under or with relation to this lease or transaction.

Notices: All notices by the Association shall be in writing and effective when delivered to the Resident or to the Clubhouse. All notices by Resident submitted as required by law shall be in writing and effective when delivered to Association's managing agent, FirstService Residential, Inc. 12234 Shadow Creek Pkwy Suite 3112, Pearland TX 77584

Validity of Use Agreement: If any clause or provision of this lease is invalid, then the remaining portions of the Agreement remain in effect.

Consult your Attorney: This is intended to be a legally binding contract, therefore, read it carefully. If you do not understand the exact effect of any part of the Use Agreement, consult your attorney before signing.

Cancellation: If Resident cancels this agreement less than 72 hours prior to the beginning time in paragraph 2, then the \$200.00 rental fee shall be forfeited. Cancellation requests received less than 15 days from your date on your scheduled agreement will incur a \$50.00 cancellation fee. If Resident cancels this agreement 15 days prior to the scheduled rental date, a full refund will be received.

Entire Lease: All promises made are contained in this written Use Agreement. This Use Agreement can only be changed in writing and signed by both the Resident and Homeowners Association.

2. EMERALD BAY TENNIS COURTS

Usage Rules

- Play at your own risk.
- Operating hours are from 7AM to 10PM.
- Play is limited to one hour.
- No bikes, roller blades, skates, or skateboards on the court.
- Proper tennis court shoes and attire are required.
- No pets
- No private lessons
- No profanity, loud music, or lewd behavior
- No alcoholic beverages
- No weapons, firearms
- No illegal drugs or illegal activity
- These courts are for tennis only, no exceptions.
- Due to limited space, tennis courts are first come first serve.
- Private property tennis areas are strictly reserved for the private use of SCR residents and their invited guests. Violators will be prosecuted and forfeit their right to use the court.
- Please be sure to dispose of all trash in the dispensers provided.

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.

Penalties for Misuse:

- Players can be asked to vacate the facility based on the discretion of community management.
- Violations of the rules and regulations can result in suspension of use of the facility for 60 days or more.

- Failure to follow the direction of community management personnel, or abusive behavior towards community management staff or fellow residents/guests, can result in permanent suspension from the facility and all other amenities.

3. REFLECTION BAY BASKETBALL COURTS

Usage Rules

- Play at your own risk.
- Operating hours are from 7AM to 8PM.
- Play is limited to one hour.
- No bikes, roller blades, skates, or skateboards on the court.
- Proper basketball court shoes and attire are required.
- No pets
- No private lessons
- No profanity, loud music, or lewd behavior
- No alcoholic beverages
- No weapons, firearms
- No illegal drugs or illegal activity
- These courts are for basketball only, no exceptions.
- Due to limited space, basketball courts are first come first serve.
- Private property basketball areas are strictly reserved for the private use of SCR residents and their invited guests. Violators will be prosecuted and forfeit their right to use the court.
- Please be sure to dispose of all trash in the dispensers provided.

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.

Penalties for Misuse:

- Players can be asked to vacate the facility based on the discretion of community management.
- Violations of the rules and regulations can result in suspension of use of the facility for 60 days or more.
- Failure to follow the direction of community management personnel, or abusive behavior towards community management staff or fellow residents/guests, can result in permanent suspension from the facility and all other amenities.

4. VOLLEYBALL COURTS

Rules for Use

- Operating hours are from 7AM to 10PM
- No removal of any court equipment or sand.

- Current players are limited to one hour of play if another group is waiting.
- No rowdy, lewd, or unruly behavior including the use of profanity, unsportsmanlike play, or the playing of loud music.
- No use of alcohol or recreational drugs.
- Tournament play must be approved by community management in advance.*
- Please be sure to dispose of all trash in the dispensers provided.

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.

Penalties for Misuse:

- Players can be asked to vacate the facility based on the discretion of community management.
- Violations of the rules and regulations can result in suspension of use of the facility for 60 days or more.
- Failure to follow the direction of community management personnel, or abusive behavior towards community management staff or fellow residents/guests, can result in permanent suspension from the facility and all other amenities.

5. BISCAYNE BAY SPLASHPAD

Use Rules

- Operating hours are from 7AM to 10PM.
- Play at your own risk.
- No rough play.
- No profanity, loud music, or lewd behavior
- Persons under the age of 12 must be accompanied by an adult.
- Appropriate swim attire required.
- Aquatic foot protection is recommended.
- Swim goggles are recommended.
- The activation button is a motion sensor, do not press or slap the button.
- Please be sure to dispose of all trash in the dispensers provided.

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.

6. POOLS

Use Rules

- POOL HOURS – Please refer to the published Pool Schedule
- Responsibilities OF MANAGEMENT AND RESIDENTS – All persons using the pool or pool are do so at their own risk and sole responsibility. The management assumes no responsibility for an accident or injury in connection with such use. Persons using the

pool agree to make no claim against the owner or management for, or on account of, loss of life or personal injury or damage to or loss of personal property.

- **IDENTIFICATION** – All residents are to show a valid access card when entering the pool area. It is our policy to ask every adult for proper identification, even if we know you. This is done to establish residency, treat everyone equally, and satisfy Fair Housing requirements.
- **Guests** – All guests must be accompanied by a resident. Conduct of the guest is the direct responsibility of the resident. Guests are subject to the rules that apply to residents. Only (4) four persons will be allowed per Shadow Creek Ranch pool card. Residents may purchase multiple access cards if needed.
- **Privileges** – If a resident is delinquent, pool privileges will be suspended. Residents that are not current on their assessments may not use the facilities or be a guest under any circumstances.
- **Pool Supervision** – The pool will be in the charge of a qualified head lifeguard who will be under the direct supervision of the management. The pool staff has the authority to suspend any resident's swimming privileges due to rule, regulation or policy violation. (The suspension period may vary with the severity of the violation).
- **Unauthorized entry** – Swimming is permitted only when the pool is open. Violators will face prosecution by local law enforcement.
- **Property damage** – The cost of any damage will be charged to the responsible party. Management cannot be responsible for loss or damage of any kind.
- **Use of life preservers, etc.** – U.S. Coast Guard approved personal floatation devices (PFD'S can be used along with floatation swimsuits.)
- **Closing of the pool** – The pool may be closed at any time due to the weather, breakdown, or other operational difficulties.
- **Food and beverages and their containers** – No intoxicants may be brought into the pool area. Trash must be placed in the receptacles provided. No glass or other breakable objects will be allowed. Coolers may be checked for contents of glass or intoxicants. Smoking is not permitted inside the fenced area of the pool.
- **Rules concerning health** – Admission will be denied to anyone with skin abrasions, colds, coughs, inflamed eyes, infection, or anyone wearing bandages. Residents should impose this responsibility themselves, but if in doubt, consult the lifeguards.
- **Dress** – All swimmers must wear appropriate swimming attire (bathing suit or wet suit). Cut-off shorts and other street apparel will not be allowed in the pool!
- **Restrooms** – Restrooms will be open during pool operation.
- **Pets** – Pets are not allowed in the pool area. Pets may not be tied to trees, fences, or other structures in the common area outside of the pool.
- **Wheeled recreation vehicles** – Wheeled recreation vehicles, skateboards, roller blades, or skates of any type will not be allowed in the pool area. Wheelchairs, walkers, and strollers are permitted.
- **Phones** – The telephones located at the pools are reserved for emergency and staff business use.

- Revision of rules – These rules may be revised, or additional rules established at any time. Please ask the HOA office or lifeguards for a listing of additional pool policies and basic lifeguard guidelines. Questions regarding conduct or pool rules should be addressed to the Head Lifeguard or FirstService Residential Management.

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.

7. DISC GOLF

Use Rules

- Operating hours are 7AM to 10PM
- Never throw until the players ahead of you are out of range, and until the fairway is completely cleared of spectators and course guests.
- Be courteous to all course guests.
- Don't damage or remove trees or branches, or otherwise alter course.
- Nonplayers, spectators, and bicyclists have the right of way.
- No profanity, lewd behavior, or loud music.
- Motorized vehicles are prohibited on course.
- Dispose of all waste in designated trash receptacles.
- Allow faster groups to play through when possible. Keep up the pace.
- Remain quiet and avoid unnecessary movements while others are throwing.
- Stand behind the player who is throwing until the throw is complete.
- Remove disc from disc basket after completing the hole.
- The course is open from dawn to dusk.
- Pets must remain on a short leash.
- Report suspicious activity to Pearland Police Department 281-997-4100.
- In the event of an emergency dial 911.
- Parking is available at Reflection Bay Recreation Center at 12115 S Clear Lake Loop, Pearland, TX 77584. No parking on the street

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.

8. POCKET PARKS, PLAYGROUNDS, WORK OUT EQUIPMENT

Use Rules

- Report suspicious activity to Pearland Police Department 281-997-4100.
- In the event of an emergency dial 911.
- Operating hours are 7AM to 10PM.
- Only non-glass containers are permissible.
- Do not play on broken or damaged equipment. Report it.
- Dogs must be kept on a leash and waste must be cleaned up afterwards.
- Keep vehicles in areas designated for parking.
- Properly dispose of your trash.

- No profanity, lewd behavior, or loud music
- No alcohol

WARNING

- Playground equipment installed over hard surfaces such as concrete, asphalt, or packed earth, may result in serious injury or death from falls. Make sure that appropriate safety surfacing is present, before allowing children to play.
- Before allowing children to play on playground equipment remove drawstrings which are typically present on hooded sweatshirts, jackets, and mittens, also remove scarfs, necklaces, and non-medical helmets.
- Playground equipment, surfacing and objects around the playground may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Appropriate footwear and clothing should be worn at all times.

Report any issues to Management at help@shadowcreekranchhoa.com or contact 713-436-4563.

9. PAVILIONS

Use Rules

- No reservations. Pavilions are first come first served.
- Operating hours are 7AM to 10PM.
- Pavilions are for the use of residents of the Villages at Shadow Creek Ranch only.
- No rowdy, lewd, or unruly behavior including the use of profanity, or the playing of loud music.
- Properly dispose of your trash.
- Shadow Creek Ranch is a family centered community, no public display of alcohol consumption.
- Dogs must be kept on a leash and waste must be cleaned up afterwards.
- No personal grills or boilers.
- Brick oven/ grills provided:
 - Clean grill after use.
 - Lit grill must be attended to at all times.
 - Grill use by minors is prohibited.
 - Fire must be completely extinguished before leaving the area.
 - Grill is to be used for cooking only.
- No sales/ commercial activities permitted.
- Report suspicious activity to Pearland Police Department 281-997-4100.
- In the event of an emergency dial 911.

Report any issues to Management at help@shadowcreekranchhoa.com or contact 713-436-4563.

10. OTHER COMMON AREAS

USE RULES

- No fishing, swimming, or boating in the lakes.
- Operating hours are 7AM to 10PM.
- No camping in common areas.
- No motorized four-wheel vehicles or motorcycles on the sidewalks, walking trails, or grassy areas.
- Do not feed or disturb wildlife.
- No illegal dumping including dumpsters at recreation centers.
- No solicitation or advertising signage (bandit signs).
- No loitering.
- No profanity, lewd behavior, or loud music
- Pets must remain on leash at all times.
- All equipment and landscaping in common elements is private property. Intentional damage or theft will be treated as a crime.
- Report suspicious activity to Pearland Police Department 281-997-4100.
- In the event of an emergency dial 911.

Report any issues to Management at help@shadowcreekbranchhoa.com or contact 713-436-4563.