

# **Williamsburg Settlement Maintenance Association (WSMA)**

## **Rules and Regulations Governing the Rental of the Clubhouse Rooms and Pool**

Revised May 2024

The Board of Directors has the right to amend these rules at any time.

# WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION POLICIES FOR RENTAL OF THE BIG OR SMALL ROOMS

## Purpose

To provide a uniform policy by which the property owners and resident members of Williamsburg Settlement may enjoy preferred usage of the facilities for general membership functions and to provide opportunity for private or organizational functions to be scheduled. Additionally, it is the opinion of the Board of Directors that residents using the facility for private functions should share in the operating expenses. Further, to extend access to the wider community, rental of the clubhouse big room is made available to non-residents for a higher non-subsidized fee.

## Requirements

Any member (or his tenant) in good standing (maintenance fees paid current and not in violation of deed restrictions), or a non-resident subject to the non-subsidized rental fee, is eligible to rent the facility.

## Policy

1. Applicant, aka the Renter, hereby agrees not to use, occupy or permit the use or occupancy of the Clubhouse for any purpose which is, directly or indirectly, forbidden by law, ordinance or governmental or municipal regulations or order, or which may be dangerous to life, limb or property. In particular, applicant must adhere to all state and liquor laws.
2. Any group using the facility paying the Williamsburg Settlement residential rates must have resident representation.
3. Use of the facility for the generation of taxable profit or any "BUSINESS" activity is strictly prohibited.
4. The Clubhouse may be reserved with a notice of at least ten (10) working days, and reservations are made on a first come first served basis except for Association functions or meetings which shall take priority. The rental booking procedure is defined on the Association web site, [www.wsmaonline.org](http://www.wsmaonline.org) which also gives a summary of the rental rules and the current fee structure. These rules may be revised by the Board of Directors at any time.
5. The rental fee is due at the time of reservation and the Applicant hereby agrees to notify the WSMA Board of any change during the requested period of use to any of the submitted information.
6. A responsible resident must be designated who assumes responsibility for the facility and must provide indemnification to the Board for all occurrences arising from the group's use of the facility. See Attachments A and B.

7. The maximum number of occupants for any function per fire code is 100 people in the Big Room and 20 in the Small Room.
8. At all teenage functions, parents and/or chaperones must be present at all times. A one (1) per ten (10) ratio is required. Chaperones' names and numbers must be listed on booking sheet for verification.
9. The Key(s) for the Clubhouse must be obtained from and returned to the clubhouse Rental Agent.
10. Prior to use of the facility the checklist supplied by the Association must be completed and returned after use of the facility to the Rental Agent. See Attachment C.
11. No unauthorized repairs are allowed. The booking agent should be immediately notified of any required repairs, which will be handled by the Board of Directors.
12. For security purposes the clubhouse and recreation area are monitored by a camera surveillance system and anyone entering the premises acknowledges and agrees that they are subject to observation at all times. Any attempt to cover a camera or to obstruct its field of view in any way will automatically result in the forfeit of a renter's security deposit.
13. Decoration Policy
  - Any decorations used during the rental period shall be temporary whereby they will not mar any building surfaces. **Under no circumstances shall any decorations be attached to the acoustic panels.**
  - The use of clear tape, tacks, nails or staples on the walls; floors or ceiling will result in a portion of the deposit being withheld to cover the cost to repair damage
  - Masking tape temporarily applied to glass, plastic, wooden trim or door surface is normally acceptable if done reasonably.
  - All decorations and similar materials must be made of fireproof material.
  - ALL BALOONS SHALL BE KEPT AWAY FROM FANS to prevent the attached ribbons from wrapping around and potentially causing damage.
14. When the big room is occupied the clearly identified security bolt on the emergency exit door must remain unbolted.
15. Smoking within the Clubhouse is NOT ALLOWED. The renter assumes full responsibility for any damages caused due to cigarettes, cigars or pipes.
16. No pets or animals are allowed in the clubhouse. There is no parking directly in front of the Clubhouse (signs posted). Violators will be ticketed.
17. Noise must be kept down to a level as not to disturb nearby residents. Violations which result in the Sheriff's Department being called will result in forfeiture of the security

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deposit.

18. When alcohol is served the Sherriff's Department mandates that two security guards must be present. The cost of the security guards shall be responsibility of the applicant. The resident must submit a completed Security Sign-Off Sheet (Attachment D) for each Officer. Failure to hire the required security guard(s) or to submit the required documentary evidence will result in the automatic loss of the security deposit.

Only persons commissioned by the State of Texas as Peace Officers qualify as authorized security guards. Security guards must be in appropriate department uniform and have jurisdiction in Harris County.

19. All events must be concluded by midnight. Cleanup can be conducted following the conclusion of the event but must be completed that night before vacating the facility.
20. The Renter is responsible for removing the trash from the facility, vacuuming and mopping the floor and leaving the facility in a clean and orderly condition.
21. WHEN RENTING THE BIG ROOM, BEFORE LEAVING THE CLUBHOUSE, CONFIRM THAT ALL ITEMS LISTED ON THE REAR OF THE KITCHEN DOOR HAVE BEEN COMPLETED.
22. The Renter is responsible for securely closing and locking of all windows, doors and gates in the Clubhouse when leaving, and for turning the A/C to 85 degrees if on Cool, or 60 degrees if on Heat and turning off all lights and fans.
23. Keys must be returned before 10:00 A.M. on the day following the rental unless alternative arrangements have been made.

## Agreement

1. Renter agrees to, and to abide by, all provisions included in the above Policy statement.
2. Renter hereby agrees to be responsible for cleaning up all areas immediately following their use, leaving the property clean and removing all litter and debris, i.e. the Clubhouse must be vacuumed, swept, mopped and the trash removed from the property. A walk-through of the Clubhouse will be done after the event. This walk-through will take place within 24 hours of the event. If damage is noted or if the Clubhouse is not cleaned the cost of such cleaning and repair will be deducted from the security deposit. If the cost of cleanup and repair exceeds the amount of the deposit, the applicant agrees to pay the cost of all repairs and cleaning. Similarly, if the key to the clubhouse is lost the renter will forfeit the deposit and agrees to reimburse the Association for any cost in excess of the deposit that may be incurred in re-securing the facility. If the Clubhouse is properly cleaned after the function, no damage is evident from the final inspection and the key has been returned the security deposit will be made available for pick-up from the Booking Agent or, with the Renter's prior consent, shredded.
3. If the alarm on the big room emergency exit door is triggered by the non-authorized opening of this door other than in an emergency situation the Renter agrees that the \$100 penalty will be deducted from the deposit.
4. By signature below, Renter hereby agrees to use the Clubhouse and all areas appurtenant thereto at its own risk and to indemnify and save the Williamsburg Settlement Maintenance Association, its directors, officers, contractors, agents and employees and the Clubhouse Booking Agent harmless from all claims for injury to persons (including death) or from damage to property which arises from any act or omission by Renter and its members, visitors, guests or invitees, or any other third party, and which act or omissions occurs in or about the Clubhouse (including costs and expenses of defending against any such claims).
5. The Williamsburg Settlement Maintenance Associations has the right to REFUSE to rent the Clubhouse to any resident when it has been determined that the resident has abused the privilege, damaged the Clubhouse, is in violation of deed restrictions or is not current on their maintenance fee.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

# WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION RULES FOR POOL RENTAL

## Purpose

To provide a policy by which a group may schedule and use the swimming pool for private functions

## Requirements

Any member (or his tenant) in good standing (maintenance fees paid current and not in violation of deed restrictions) is eligible to rent the pool.

## Policy

### A. During Pool Hours:

1. Only 1 group at a time.
2. Parties must be scheduled at least 2 weeks ahead of time.
3. Parties held during open hours are restricted to 20 or fewer persons (adults and children) who will be entering the water and do not have their own pool tags and a total of not more than 60 persons in total within the pool area.
4. Parties that include a total of between 15 and 40 swimmers (i.e. including those who have their own pool tags) are required to hire one additional lifeguard.
5. Parties that include a total of more than 40 swimmers (i.e. including those who have their own pool tags) are required to hire two additional lifeguards.
6. Parties that are longer than two hours are required to hire one additional lifeguard.
7. There will be a \$20 set up fee for any party requiring an additional lifeguard.
8. Parties requiring an additional lifeguard(s) cannot be booked after August 1<sup>st</sup>
9. The charge for the additional guard(s) will be \$35 per hour with a minimum of 2 hours.
10. If at any time the number of swimmers in the water or the number of persons within the pool area (including regular pool users who are not members of the party) exceeds the limits that can be safely managed by the lifeguards on duty then the guards have the authority to ask some swimmers to leave the water or in extreme cases to close the pool.
11. Two responsible adults must be in the pool area at all times acting as chaperons to ensure the good behavior of all members of the party.
12. Party to be over and the area cleaned up by pool closing at 8 PM.

**B. After hours:**

1. Parties must be scheduled at least 2 weeks ahead of time.
2. Fees:1-49 people     \$50.00  
          50 plus            \$75.00
3. Private pool parties may only be scheduled on days on which the pool is open. The parties may start at 8:00 PM and must end, the area cleaned up and the facility vacated by the scheduled end of the party, either 10:00 or 11:00 PM.as selected on the booking form. The lifeguards will clear the pool 15 minutes prior to end time.
4. One responsible adult for every 10 persons under the age of 21 must be in the pool area at all times acting as chaperones to ensure the good behavior of all members of the party.
5. Lifeguards will be booked by the Association from the pool management company which will charge a \$20 setup fee. There will be a minimum of 2 lifeguards plus an additional guard for every 25 persons in excess of 40 who will be entering the pool. The per-lifeguard hourly fee is \$35.
6. The cost for the lifeguards will be added to the rental fee and will be payable by the renter to the Association at the time the booking is confirmed.
7. A \$150.00 refundable deposit is required.

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## GENERAL POOL RULES

1. USE OF THE POOL IS RESTRICTED TO MEMBERS OF THE WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION (WSMA) WHO HAVE BEEN ISSUED AND DISPLAY CURRENT POOL TAGS. EACH PERSON DISPLAYING A TAG MAY BE ACCOMPANIED BY ONE NON-RESIDENT GUEST. ADDITIONAL GUESTS ARE PERMITTED IF IN A WSMA APPROVED PARTY.
2. ALL PERSONS ENTERING THE POOL AREA MUST SIGN IN AT THE OFFICE.
3. NO RUNNING IN THE POOL AREA.
4. USE OF THE DIVING BOARD IS SUBJECT TO THE POSTED DIVING BOARD AND DEEP END RULES.
5. DRINKING AND EATING ARE NOT ALLOWED WITHIN 4 FEET OF THE POOL.
6. SMOKING IS NOT PERMITTED IN THE POOL AREA.
7. GLASS CONTAINERS ARE NOT PERMITTED IN THE POOL AREA.
8. ALCOHOLIC BEVERAGES ARE NOT TO BE TAKEN INTO THE POOL AREA AND DRUNKENNESS OR OBSCENE LANGUAGE WILL NOT BE TOLERATED.
9. THE BABY POOL, WHICH HAS NO LIFEGUARD SUPERVISION, IS RESERVED FOR CHILDREN 5 YEARS OF AGE AND YOUNGER WHEN THE MAIN POOL IS OPEN AND AVAILABLE TO OLDER SWIMMERS.
10. SWIMMERS MUST WEAR PROPER SWIMSUITS.
11. ANYONE WITH OPEN SORES OR WOUNDS IS PROHIBITED FROM USING THE POOL.
12. NO PETS ARE ALLOWED IN THE POOL AREA.
13. INNER TUBES, RAFTS OR OTHER FLOATATION DEVICES ARE PERMITTED IN THE POOL PROVIDED THAT THE LIFEGUARDS ON DUTY ARE SATISFIED THAT SAFETY IS NOT BEING COMPROMISED. NO STANDING OR SITTING ON THE SAFETY ROPE.
14. WSMA IS NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.
15. OTHER RULES MAY BE ENFORCED AS DEEMED NECESSARY BY THE LIFEGUARD FOR THE SAFETY OF THE MEMBERS AND THE GUARDS' DECISIONS MUST BE RESPECTED.

**The lifeguards have the ultimate authority in all matters during normal pool hours, private parties or until policy change has been agreed upon by both client and contractor.**



## Agreement

1. Renter agrees to, and to abide by, the posted pool rules.
2. Renter hereby agrees to be responsible for cleaning up all areas immediately following their use, leaving the property clean and removing all litter and debris. A walk-through of the Pool area will be done after the event. This walk-through will take place within 24 hours of the event. If damage is noted or if the area is not cleaned the cost of such cleaning and repair will be deducted from the security deposit. If the cost of cleanup and repair exceeds the amount of the deposit, the applicant agrees to pay the cost of all repairs and cleaning. Similarly, if the renter loses any key that has been issued to the facility the renter will forfeit the deposit and agrees to reimburse the Association for any cost in excess of the deposit that may be incurred in re-securing the facility. If the area is properly cleaned after the function, no damage is evident from the final inspection and any key(s) issued have been returned the security deposit will be made available for pick-up from the Booking Agent or, with the Renter's prior consent, shredded.
3. By signature below, Renter hereby agrees to use the pool and all areas appurtenant thereto at its own risk and to indemnify and save the Williamsburg Settlement Maintenance Association, its directors, officers, contractors, agents and employees and the Booking Agent harmless from all claims for injury to persons (including death) or from damage to property which arises from any act or omission by Renter and its members, visitors, guests or invitees, or any other third party, and which act or omissions occurs in or about the Pool (including costs and expenses of defending against any such claims).
4. The Williamsburg Settlement Maintenance Associations has the right to REFUSE to rent the Pool to any resident when it has been determined that the resident has abused the privilege in the past, is in violation of deed restrictions or is not current on their maintenance fee.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Clubhouse Use Agreement  
Williamsburg Settlement Maintenance Association  
Located at: 1602 Hoyt/Katy, Texas  
Attachment A**

ATTACHMENT A - CLUBHOUSE BOOKING REQUEST CONFIRMATION

BIG ROOM:

SMALL ROOM:

POOL DURING REGULAR OPEN HOURS:

POOL FROM 8:00 PM UNTIL -

DAY

MONTH

DATE

RESIDENT NAME:

PRIMARY PHONE:

ALT. PHONE:

RESIDENT ADDRESS:

EMAIL:

EVENT TYPE:

EVENT OVER BY 6:00 PM

NUMBER OF ATTENDEES

BIG ROOM:

20 OR MORE AGE 13 TO 21:  
(unaccompanied by their family members)

SMALL ROOM:

POOL BETWEEN 8:00 AND 11:00 PM:

ALCOHOL SERVED:

# OF SECURITY GUARD(S) REQUIRED:

LIFEGUARDS REQUIRED:

CHECKS REQUIRED

RENTAL FEE

DEPOSIT

BIG ROOM

SMALL ROOM

POOL

LIFEGUARDS

TOTAL:

DATE RECEIVED:

CLUBHOUSE BOOKING PROCEDURE

CERTIFICATION:

I certify that the above information correctly defines this not-for-profit use of the requested facility

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

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**Clubhouse Use Agreement  
Williamsburg Settlement Maintenance Association  
Located at: 1602 Hoyt/Katy, Texas  
Attachment B**

**Parents/Chaperones for teenage/young adult functions:**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

*Use back of page to list additional Parent/Chaperone information if required*

**Security Guard booking confirmation (when guards are required):**

Name: \_\_\_\_\_ Badge #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Badge #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Agency Affiliation: \_\_\_\_\_

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# Clubhouse Walk-through to Determine Condition of Property Williamsburg Settlement Maintenance Association Attachment C

Rooms Rented: \_\_\_ Big Room \_\_\_ Small Room

Date of Function: \_\_\_\_\_

	Condition Before Function		Condition After Function	
	Clean	Dirty	Clean	Dirty
<b><u>Kitchen:</u></b>				
Cabinets	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
Countertops	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Refrigerator	_____	_____	_____	_____
Oven	_____	_____	_____	_____
Range	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Windows	_____	_____	_____	_____
 <b><u>Big or Small Rooms:</u></b>				
Blinds & Curtains	_____	_____	_____	_____
Ceiling	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Light fixtures	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Fan	_____	_____	_____	_____
Tables	_____	_____	_____	_____
Chairs	_____	_____	_____	_____
 <b><u>Restrooms:</u></b>				
Countertops	_____	_____	_____	_____
Mirror	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Sinks	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Stalls	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

Amount of deposit: \$ \_\_\_\_\_

Amount of deposit to be refunded: \$ \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Clubhouse Booking Agent

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# Pool Walk-through to Determine Condition of Property Williamsburg Settlement Maintenance Association Attachment C (P)

**Rented:** \_\_\_\_\_ Pool After Hours

Date of Function: \_\_\_\_\_

<b><u>Pool Area:</u></b>	<b>Condition Before Function</b>		<b>Condition After Function</b>	
	Clean	Dirty	Clean	Dirty
Diving Board	_____	_____	_____	_____
Furniture	_____	_____	_____	_____
Pool	_____	_____	_____	_____
Volleyball area	_____	_____	_____	_____
Wading Pool	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

**Restrooms:**

Countertops	_____	_____	_____	_____
Mirror	_____	_____	_____	_____
Floors	_____	_____	_____	_____
Sinks	_____	_____	_____	_____
Walls	_____	_____	_____	_____
Stalls	_____	_____	_____	_____
Trash removal	_____	_____	_____	_____

Amount of deposit: \$ \_\_\_\_\_

Amount of deposit to be refunded: \$ \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Renter

\_\_\_\_\_  
 Clubhouse Booking Agent

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**WILLIAMSBURG SETTLEMENT  
CLUBHOUSE RENTAL  
SECURITY SIGN-OFF SHEET  
ATTACHMENT D**

Event Date: \_\_\_\_\_

Event Time - From: \_\_\_\_\_ To: \_\_\_\_\_

Officer Name: \_\_\_\_\_

Badge #: \_\_\_\_\_

Agency Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

Phone @: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

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WILLIAMSBURG SETTLEMENT MAINTENANCE ASSOCIATION

CERTIFICATION

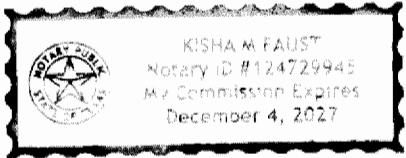
I, the undersigned, being the President of Williamsburg Settlement Maintenance Association (WSMA), hereby certify that the foregoing resolution was adopted by the Association Board of Directors on the 21 day of May, 2024.

BY: Heather D Colkos, President      DATE: May 29, 2024

PRINT NAME: Heather D. Colkos

STATE OF TEXAS      §  
   §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 29<sup>th</sup> day of May, 2024, by HEATHER COLKOS, President of Williamsburg Settlement Maintenance Association, a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

AFTER RECORDING  
RETURN TO:  
Holt Tollett Law Firm  
9821 Katy Freeway, Suite 350  
Houston, Texas 77024

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**CERTIFICATION**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

I, the undersigned, pursuant to §202.006 of the Texas Property Code, do hereby certify, as follows:

- (1) I am an agent for Williamsburg Settlement Maintenance Association, Inc., a Texas non-profit corporation;
- (2) An Instrument titled: **“Rules and Regulatoinis Governing teh Rental of the Clubhouse Rooms and Pool”** is attached hereto;
- (3) The property affected by the said Instrument is described as, to wit:  
  
Williamsburg Settlement, Section 1, Williamsburg Settlement, Section 2, and Williamsburg Settlement, Section 3, additions in Harris County, Texas, according to the maps or plats thereof, recorded in the Map Records of Harris County, Texas, under Volume 241, Page 95, Volume 272, Page 95, and Volume 298, Page 81, respectively, along with any replats or amended plats thereof;
- (4) The attached Instrument is a true and correct copy of the original.


IN WITNESS WHEREOF, I have hereunto subscribed my name on June 5, 2024.

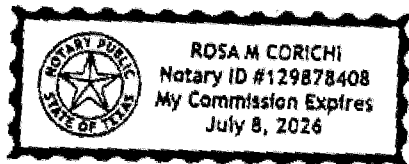
By:   
\_\_\_\_\_  
Luke P. Tollett, Agent for  
Williamsburg Settlement Maintenance Association, Inc.

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on the day personally appeared the person whose name is subscribed to the foregoing document and declared that he signed the foregoing document in his representative capacity and that the statements contained therein are true and correct.

Given under my hand and seal of office on June 5, 2024.

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



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# Pages 17  
06/07/2024 02:19 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$85.00

RECORDERS MEMORANDUM

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

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

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



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

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