



RULES FOR THE USE OF THE BELVEDERE AMENITIES CENTER BY OWNERS OR TENANTS

1. Fee and deposit; keys. Each Belvedere owner renting the Belvedere Amenity Center will sign a rental agreement and release prior to renting the Amenity Center. A rental fee and \$100 security deposit are required and are due in advance. If a tenant in Belvedere leases the Amenity Center ("Center"), the owner and the tenant must both sign the required rental agreement and release. Keys may be picked up at the management office, and must be returned to the management office no later than the end of the next business day following the day of the function.
2. Alcoholic beverages. Alcoholic beverages may not be served to minors or intoxicated persons at the Center. Under Texas law, a host of any social event or business function where alcoholic beverages are served may be personally liable for any property damage, personal injuries, or loss of life resulting in whole or in part from the host's negligence in allowing any intoxicated guest or attendee to be served alcohol. Such liability may include harm to the intoxicated individual himself and also harm to total strangers involved in automobile accidents, etc. caused by that intoxicated individual. Any alcoholic beverage must be served by a licensed bartender, with a copy of the TABC license to be provided to the association prior to receipt of the keys to the Center.
3. Assessments current. The Center is not available for rental to any owner if the Belvedere owner's assessments and other sums due the Association by the owner are not current.
4. Owner as host. Only Belvedere owners and tenants and their immediate family members may reserve the area. The Belvedere owner must be present at all times at the function for which the Center is rented and must be the primary host of the event. Owners may not reserve the area on behalf of a third party.
5. Lazy River. The lazy river area may not be rented. It is for the use and enjoyment of all owners and guests and has its own hours of operation and will be available for the use of other tenants and owners during the reserved time period.
6. Parking. No parking allowed on grass or landscaped areas. Belvedere owner and guests must park in parking lot or on street pavement.
7. Music. Music, and/or any other noise, must be kept at a level that it cannot be heard in the homes surrounding the Center.
8. Noise/other violations. The Belvedere owner will be responsible to make sure there are no loud noises from persons arriving or leaving the function at the Center. A report of loud music or other noise, or any other violation of the rental agreement or rules, will be the basis for Belvedere's retainage of the \$100.00 deposit for the Center (but in no event shall this be construed to limit owner responsibility under the agreement and rules to \$100).
9. Damage. The Belvedere owner will be responsible for the repair or replacement of any damage done to the Center's furniture, equipment, window coverings, or lazy river area.
10. Miscellaneous clean up. The Belvedere owner will be responsible for the cleaning and repair of any common area around the Center, including bathrooms, lazy river area, as well as common area including the parking area, walks, and grounds around the Center. Clean up must be performed prior to leaving the Center after the function. Cleaning responsibilities include:
 - all trash and decorations removed and properly disposed of
 - all furniture clean, polished and returned to original condition and placement
 - floors swept and mopped and carpet vacuumed
 - mirrors, glass, appliances, countertops, sinks, fixtures, and toilets must be cleaned
 - all lights, appliances, grill and fireplace(s) must be turned off
 - a/c and heat thermostat returned to pre-event settings

11. Assumption of risk. The Belvedere owner will assume full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection with the function or lease of the Center by the owner and said owner shall agree to the hold harmless and indemnity provisions contained in the Rental Agreement to which these rules are attached.
12. Appliances/Grill. Stove top use is restricted to warming of food only – no cooking allowed. Outdoor grill must be attended by an adult and supervised at all times. The grill must be left clean and free of all food debris, and the grill cover must be replaced. The grill must be completely cool before replacing the grill cover.
13. Hours. All functions must end by 10:00 p.m. on weeknights and by 12:00 a.m. on Friday or Saturday nights.
14. Reservations. No owner (including co-owners) may reserve the Center more than once per month or more than three times per year. The maximum length of time that the Center may be reserved is four hours.
15. Violation. Violations of these rules will be determined by the Board in their sole discretion. Violations will subject the owner to any corrective or enforcement action authorized by the Association's governing documents or by law, and penalties may include without limitation the loss of use rights for the amenities center for one year.