



NOTICE OF DEDICATORY INSTRUMENTS
for
SUGAR MILL COMMUNITY ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The undersigned, being the authorized representative of Sugar Mill Community Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

- 1. Property: The Property to which the Notice applies is described as follows:
 - a. Sugar Mill, Section One (1), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 22, Page 11 of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - b. Sugar Mill, Section Two (2), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 24, Page 8 of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - c. Sugar Mill, Section Three (3), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 23, Page 26 of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - d. Sugar Mill, Section Four (4), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 25, Page 20 of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - e. Sugar Mill, Section Five (5), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 27, Page 2 of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - f. Sugar Mill, Section Six (6), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 29, Page 9 of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.

- g. Sugar Mill, Section Seven (7), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 628-A of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - h. Sugar Mill, Section Eight (8), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 588-A of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - i. Sugar Mill, Section Nine (9), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 673-B of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
 - j. Sugar Mill, Section Ten (10), a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under Slide No. 1035-A of the Plat Records of Fort Bend County, Texas, and all amendments to or replats of said maps or plats, if any.
2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
- a. Documents:
 - (1) Declaration of Covenants, Conditions and Restrictions for Sugar Mill Section I.
 - (2) Declaration of Covenants, Conditions and Restrictions [Sugar Mill, Section Two].
 - (3) Declaration of Covenants, Conditions and Restrictions [Sugar Mill, Section Three].
 - (4) Declaration of Covenants, Conditions and Restrictions Sugar Mill, Section Four.
 - (5) Declaration of Covenants, Conditions and Restrictions Sugar Mill, Section Five.
 - (6) Supplemental Declaration of Covenants, Conditions and Restrictions Sugar Mill, Sections One, Two, Three, Four, Five and Six.
 - (7) Declaration of Covenants, Conditions and Restrictions Sugar Mill, Section Seven.
 - (8) Declaration of Covenants, Conditions and Restrictions Sugar Mill, Section Eight.
 - (9) Declaration of Covenants, Conditions and Restrictions Sugar Mill, Section Nine.
 - (10) Declaration of Covenants, Conditions and Restrictions Sugar Mill, Section Ten.

- (11) Certificate of Annexation Sugar Mill, Section Five.
- (12) Certificate of Annexation Sugar Mill, Section Ten.
- (13) Notice of Amendments to Declarations of Covenants, Conditions and Restrictions Sugar Mill, Sections Seven, Nine and Ten.

b. Recording Information:

- (1) Volume 822, Page 500, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (2) Volume 884, Page 686, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (3) Volume 891, Page 618, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (4) Volume 1012, Page 702, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (5) Volume 1024, Page 411, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (6) Volume 1076, Page 154, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (7) Volume 1316, Page 822, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (8) Volume 1331, Page 603, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (9) Volume 2110, Page 1006, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (10) Volume 2280, Page 319, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (11) Volume 1638, Page 330, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (12) Volume 2310, Page 1523, *et seq.* in the Official Public Records of Real Property of Fort Bend County, Texas.
- (13) Fort Bend County Clerk's File No. 9529667.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Fort Bend County, Texas:

a. Document:

- (1) Minimum Acceptable Construction Standards for Decorative Banners.
- (2) Sugar Mill Minimum Acceptable Standards for Sugar Mill Subdivision Signs.
- (3) Sugar Mill Lake Rules for Boating on Misty Lake.

- (4) Sugar Mill Minimum Acceptable Standards for Boat Use and Storage on Misty Lake.
- (5) Resolution [Annual Assessment].
- (6) Certificate of Corporate Resolution of Sugar Mill Community Association, Inc. [Minimum Acceptable Construction Standards for Wood Fences in Sugar Mill].
- (7) Sugar Mill Community Association, Inc. Payment Plan Policy.
- (8) Sugar Mill Community Association, Inc. Records Retention Policy.
- (9) Sugar Mill Community Association, Inc. Records Production and Copying Policy.
- (10) Sugar Mill Community Association, Inc. Guidelines for the Display of Flags.
- (11) Sugar Mill Community Association, Inc. Guidelines for Certain Roofing Materials.
- (12) Sugar Mill Community Association, Inc. Guidelines for Rainwater Recovery Systems.
- (13) Sugar Mill Community Association, Inc. Guidelines for Display of Certain Religious Items.
- (14) Sugar Mill Community Association, Inc. Guidelines for Solar Energy Devices.
- (15) Secretary's Certificate of Filing [Guidelines for Commercial Vehicles in Sugar Mill].
- (16) Secretary's Certificate of Filing [Guideline for Metal Fencing in Sugar Mill].
- (17) Secretary's Certificate of Filing [Minimum Acceptable Standards for Outbuildings in Sugar Mill].
- (18) Secretary Certificate of Filing [Pool Rules].
- (19) Secretary's Certificate of Filing [Tennis Court Rules].
- (20) Certificate of Amendment to the Bylaws of Sugar Mill Community Association, Inc.
- (21) Secretary's Certificate of Filing [Guidelines for Dog Ramps on Lakefront Lots in Sugar Mill].
- (22) Secretary's Certificate of Filing [Guidelines for Metal Fencing in Sugar Mill - Supersedes all previous Guidelines for Metal Fencing].
- (23) Secretary's Certificate of Filing [Request for Variance].
- (24) Secretary's Certificate of Filing [Guidelines for Playground Equipment in Sugar Mill].
- (25) Secretary's Certificate of Filing [Minimum Acceptable Standards for Boat Use and Storage on Misty Lake].
- (26) Secretary's Certificate of Filing [Driveways Guideline].
- (27) Secretary's Certificate of Filing [Minimum Acceptable Standards for Gazebo's or Patio Covers in Sugar Mill].
- (28) Secretary's Certificate of Filing [Guidelines for Lake Usage in Sugar Mill].

- (29) Secretary's Certificate of Filing [Guideline for Residential Landscaping in Sugar Mill].
- (30) Secretary's Certificate of Filing [Guideline for Residential Landscaping in Sugar Mill].
- (31) Secretary's Certificate of Filing [Minimum Acceptable Standards for Building Maintenance Guidelines in Sugar Mill].
- (32) Secretary's Certificate of Filing [Minimum Acceptable Standards for Signs].

b. Recording Information:

- (1) Fort Bend County Clerk's File No. 1999057035.
- (2) Fort Bend County Clerk's File No. 2002032842.
- (3) Fort Bend County Clerk's File No. 2002032840.
- (4) Fort Bend County Clerk's File No. 2002032841.
- (5) Fort Bend County Clerk's File No. 2005145358.
- (6) Fort Bend County Clerk's File No. 2009091526.
- (7) Fort Bend County Clerk's File No. 2011131296.
- (8) Fort Bend County Clerk's File No. 2012000202.
- (9) Fort Bend County Clerk's File No. 2012000203.
- (10) Fort Bend County Clerk's File No. 2012050697.
- (11) Fort Bend County Clerk's File No. 2012050698.
- (12) Fort Bend County Clerk's File No. 2012050699.
- (13) Fort Bend County Clerk's File No. 2012050700.
- (14) Fort Bend County Clerk's File No. 2012050701.
- (15) Fort Bend County Clerk's File No. 2013123473.
- (16) Fort Bend County Clerk's File No. 2013132023.
- (17) Fort Bend County Clerk's File No. 2013132022.
- (18) Fort Bend County Clerk's File No. 2013045002.
- (19) Fort Bend County Clerk's File No. 2013123474.
- (20) Fort Bend County Clerk's File No. 2014019257.
- (21) Fort Bend County Clerk's File No. 2014019255.
- (22) Fort Bend County Clerk's File No. 2014019256.
- (23) Fort Bend County Clerk's File No. 2015071706.
- (24) Fort Bend County Clerk's File No. 2015125291.
- (25) Fort Bend County Clerk's File No. 2016100573.
- (26) Fort Bend County Clerk's File No. 2016100572.
- (27) Fort Bend County Clerk's File No. 2016100574.
- (28) Fort Bend County Clerk's File No. 2016022009.
- (29) Fort Bend County Clerk's File No. 2016022008.
- (30) Fort Bend County Clerk's File No. 2016100569.
- (31) Fort Bend County Clerk's File No. 2016100571.
- (32) Fort Bend County Clerk's File No. 2016100570.

- 4. Dedictory Instruments: In addition to the Dedictory Instruments identified in Paragraph 3 above, the following documents are Dedictory Instruments governing the Association:
 - a. Sugar Mill Lake Center 2020 Pool Season Rules.
 - b. Certificate of Resolution of Board of Directors of Sugar Mill Community Association, Inc. (Relating to rules for pool use during the COVID-19 pandemic).

True and correct copies of such Dedictory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Fort Bend County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedictory Instruments attached to this Notice are true and correct copies of the originals.

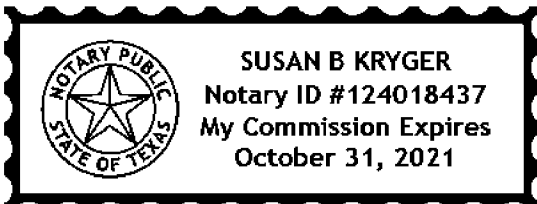
Executed on this 16th day of June, 2020.

SUGAR MILL COMMUNITY ASSOCIATION, INC.

By: Sipra S. Boyd
Sipra S. Boyd, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 16th day of June, 2020 personally appeared Sipra S. Boyd, authorized representative of Sugar Mill Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Susan B Kryger
Notary Public in and for the State of Texas

Sugar Mill Lake Center 2020 Pool Season Rules

- 1) Only the Lake Center will be open, beginning June 20, 2020.
- 2) Capacity will be 50 persons at any time for the entire pool area (deck and pool).
- 3) Temperature will be taken for all patrons entering the pool. All homeowners must sign in when they enter the pool. Gate monitors will control sign in.
- 4) Pool furniture will not be provided. Residents need to bring their own chairs.
- 5) Social Distancing must be followed (no more than 10 people in a single group at all times).
- 6) Patrons must observe and abide by all signage at the pool.
- 7) Only 1 person (or parent/child) allowed in restroom at one time.
- 8) A waiver must be signed and on file before entering the pool.
- 9) Pool passes must be presented before entering the pool. Homeowners may get passes by:
 - a) Renewal - 1) Place your old passes in an envelope and drop them in the box on the porch at 906 Mill Run Ct. Please complete and include the waiver in your envelope. Please include your cell phone #. You will receive a text when your passes are ready for pick up at the same location.
 - b) New Passes - Please place the following in an envelope and drop it in the box at 906 Mill Run Ct. 1" x 1" photo of every person needed a pool tag. For each photo, include the name, address and phone number that will be placed on the card. Please complete a waiver and include it in the envelope. Please include your cell phone #. You will receive a text when your passes are ready for pick up.

**NO PASSES WILL BE PROCESSED AT THE POOL
 YOU MUST GET PASSES BEFORE GOING TO THE POOL
 YOU MUST BE CURRENT ON YOUR HOA ASSESSMENTS TO GET POOL PASSES**

**** You will be required** to complete a waiver for each household member. The waiver will be available when you drop off your pool pass request. Please place the signed waiver in the envelope with your passes. This waiver must be completed and will be kept on file at the pool. You will not be able to enter the pool if you have not signed a waiver on file**

- 10) No diving boards or slides will be available.
- 11) No balls, floats, toys, etc will be allowed in the pool and/or pool area.
- 12) No guests allowed, residents only.
- 13) No pool parties will be allowed.
- 14) Swimming will be allowed in 2 hour increments as below:
 - a) Tuesday - Sunday (9:00am - 8:00pm)
 - i. 9:00am - 11:00am
 - ii. 11:30am - 1:30pm
 - iii. 2:00pm-4:00pm
 - iv. 4:30pm-6:30pm
 - v. 7:00pm-8:00pm
 - b) There will be a 30 minute break/cleaning between swimming sessions.
 - c) All persons must exit the pool area at the end of each session for the cleaning.
 - d) If swimmers wish to re enter the pool, they must get back in line outside the pool before EACH session, even in there were at the previous session.Swim times are on a first come, first served basis. Plan ahead and get there early before each swim session!

**THE BOARD RESERVES THE RIGHT TO CLOSE THE POOL IN THE EVENT
 OF NON-COMPLIANCE OF ANY OF THE ABOVE RULES.**

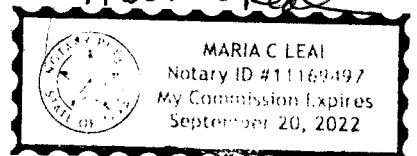
Signed

Karen Lindsay

Dated

June 15, 2020

Maria C Leal



CERTIFICATE OF RESOLUTION
of
BOARD OF DIRECTORS
of
SUGAR MILL COMMUNITY ASSOCIATION, INC.
(Relating to rules for pool use during the COVID-19 pandemic)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, ~~Hyun Lindsay~~ ^{Treas} ~~President~~ of Sugar Mill Community Association, Inc., a Texas non-profit corporation (the "Association"), certify that the following resolution was duly made and approved by a majority vote of the Board of Directors in accordance with Article VI, Section 3 of the Bylaws of Sugar Mill Community Association, Inc. (the "Bylaws"):

RECITALS:

1. Article V, Section 2 of the Declaration vests the Board with authority to adopt rules governing the Common Area and Facilities.
2. Governor Abbott issued a statewide order approving the reopening of pools with operating limits. The Governor's Taskforce to Reopen Texas also issued safety checklists to be used in connection with the reopening of pools (the "Checklists").
3. The Centers for Disease Control ("CDC") has issued guidance and recommendations for slowing the spread of COVID-19.
4. In an effort to comply with the terms of all applicable governmental orders, CDC guidance, and the Checklists, the Board adopts the following Resolution.

Rules Governing Use of Association Pool During the COVID-19 Pandemic

1. Use of the pool is limited to capacity limits as established by local or State orders, restrictions or statutes. Capacity limits will be listed on pool signage.
2. All owners and residents must execute a copy of the waiver attached hereto as Exhibit A prior to using the pool.
3. Capacity will be limited according to governmental restrictions. Use of the pool is offered on a first come, first served basis. Please be mindful of other owners and residents wanting to use the pool. Residents and owners should avoid loitering and congregating in groups.
4. The pool is open only to owners and residents. Guests are not permitted.
5. Owners and residents should shower with soap and water before entering the pool.

6. Access to the pool may be conditioned on owners and residents having their temperature checked prior to entering the pool and facility. Owners and residents will not be admitted to the pool and facilities unless their temperature is taken and the temperature is less than 100.0 degrees Fahrenheit without the use of fever-reducing medication.
7. Pool furniture will be removed and placed in storage. Owners and residents are responsible for bringing their own towels and chairs.
8. Owners and residents must maintain at least six feet (6') of distance between themselves and anyone that is not a member of their household.
9. It is recommended that owners and residents wear a face covering when in the pool area, except when in the water.
10. Restrooms may be used one person at a time, except for any person needing assistance.
11. Pool games and pool toys are prohibited.
12. Owners and residents should familiarize themselves with CDC recommendations and self-monitor for symptoms prior to using the pool.
13. Owners and residents are responsible for sanitizing any surfaces they come into contact with outside of the water.
14. If an owner or resident comes into contact with someone who is sick or suspected to be sick, such owner or resident must wait at least fourteen (14) days from the last date of contact before using the pool.
15. If an owner or resident exhibits any symptoms of COVID-19, such owner or resident may not use the pool until all three of the following criteria have been met:
 - a. the owner or resident has gone at least seventy-two (72) hours with no fever, without the use of fever-reducing medication;
 - b. the owner or resident has experienced an improvement in any respiratory symptoms; and
 - c. at least ten (10) days have passed since the owner or resident first exhibited symptoms.
16. The Association reserves the right to close the pool if these Rules are violated.
17. The Association may suspend an owner's or resident's right to use the pool for a violation of these Rules.
18. These Rules shall automatically expire upon the expiration of all federal, state, and local government mandates restricting pool usage during the COVID-19 pandemic. In the event that federal, state, or local government mandates are reinstated in the future restricting pool usage due to the COVID-19 pandemic, these rules will automatically be reinstated and remain effective until expiration of all government mandates, or until amended by the Board.
19. These Rules are in addition to any other applicable rules or policies. To the extent the provisions of these Rules conflict with any other applicable rules or policies (other than those contained in the Bylaws or Declaration), the provisions of these Rules control.

CERTIFICATION

The undersigned, being the President of Sugar Mill Community Association, Inc. ("Association"), does hereby certify that, in the open session of a properly noticed meeting of the Board of Directors of the Association duly called and held on the 15 day of June, 2020, with at least a quorum of the Board being present and remaining throughout, and being duly authorized to transact business, the foregoing "Rules Governing Use of Association Pool During COVID-19 Pandemic" was duly approved by at least a majority of the members of the Board in attendance.

TO CERTIFY WHICH WITNESS my hand on this 15 day of June, 2020.

Sugar Mill Community Association, Inc., a Texas non-profit corporation

By: Karen Lindsay

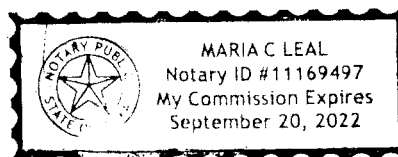
Printed: Karen Lindsay

Its: President Treas.

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BEFORE ME, the undersigned notary public, on this 15 day of June, 2020, personally appeared Karen Lindsay, as President of Sugar Mill Community Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Maria C Leal
Notary Public in and for the State of Texas





SUGAR MILL COMMUNITY ASSOCIATION, INC.
 C/O REALMANAGE, 16000 BARKERS POINT, SUITE 250, HOUSTON, TEXAS 77079

WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT

FIRST NAME: _____ LAST NAME: _____

STREET ADDRESS, CITY/STATE/ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this "*Agreement*") is made by the above-named resident ("*Resident*"), the undersigned Guardian (as applicable), and Sugar Mill Community Association (the "*Association*").

In consideration of the right to use and enjoy the pool facility located in the Sugar Mill subdivision, and all other common areas and the facilities situated thereon ("*Association Facility*"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees to the following terms and conditions:

1. RESIDENT ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. RESIDENT ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. RESIDENT ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. RESIDENT HEREBY ACKNOWLEDGES THAT THE RESIDENT'S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. RESIDENT SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING RESIDENT'S (AND RESIDENT'S GUESTS', INVITEES', AND LICENSEES') USE OF THE ASSOCIATION FACILITY.

2. RESIDENT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "*DAMAGE*"), SUSTAINED BY RESIDENT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO RESIDENT'S (OR RESIDENT'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION, TRIDENT AQUATICS, LLC, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, COMMITTEE MEMBERS, EMPLOYEES, PARTNERS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS OF ANY TIER, SISTER AND PARENT COMPANIES,

SUBSIDIARIES, AND INTERRELATED COMPANIES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”). RESIDENT ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT RESIDENT ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND RESIDENT FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE RESIDENT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

3. RESIDENT ACKNOWLEDGES THAT IT IS RESIDENT’S (AND RESIDENT’S GUESTS’, INVITEES’, AND LICENSEES’) RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT AND ANY OF RESIDENT’S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. RESIDENT REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT RESIDENT WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF RESIDENT OR SOMEONE IN RESIDENT’S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

4. RESIDENT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY RESIDENT OR BY ANY GUESTS, INVITEES, OR LICENSEES OF RESIDENT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT’S OR ANY OF SUCH THIRD PARTIES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

5. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and Resident and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Fort Bend, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

Resident acknowledges that Resident has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident’s use of the Association Facility. Resident knowingly and voluntarily agrees to the terms and conditions stated above.

RESIDENT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

IF THE RESIDENT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE RESIDENT’S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN (“GUARDIAN”) IS A PARENT OR LEGAL GUARDIAN OF THE RESIDENT. AS A CONDITION OF THE RESIDENT’S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE RESIDENT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO RESIDENT’S OR ANY OF GUARDIAN’S GUESTS’, INVITEES’, OR LICENSEES’ PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE “GUARDIAN INDEMNIFIED CLAIMS”). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES’ OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____