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**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

**CERTIFICATE: POLICY FOR USE OF TENNIS COURT FACILITIES**

**BY NON-MEMBERS**

RP-2017-54826  
02/07/2017 RP1 \$44.00

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

That I, K. W. BROUSSARD, being the duly elected and acting Vive-President of TWIN LAKES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), pursuant to the terms and provisions of Texas Property Code § 202.006 do hereby certify the following, to-wit:

That attached to this Certificate as Exhibit "A" and made a part hereof for all purposes is the current Association Policy For Use of Tennis Court Facilites By Non-Members which is promulgated from time to time and is subject to amendment and modification pursuant to the authority set forth under the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Twin Lakes, Section One (the "Declaration"), and the various Supplemental Declarations described on Exhibit "B" attached hereto and made a part hereof for all purposes.

That the properties ("Twin Lakes Subdivisions") affected by and currently governed and bound by the Association Policy For Use of Tennis Court Facilites By Non-Members are set out and more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes.

That the Exhibit "A" represents a true and correct copy of the current Association Policy For Use of Tennis Court Facilites By Non-Members which with the requirements concerning the use and enjoyment of Common Properties and Common Facilities defined in and contained

**SCANNED**

within the Declaration collectively constitute the rules and regulations for Non-Members use of the Tennis Court Facilities of the Twin Lakes Subdivisions.

That this Association Policy For Use of Tennis Court Facilites By Non-Members is placed of record in the Office of the County Clerk of Harris County, Texas, in strict compliance with the requirements of Texas Property Code § 202.006.

EXECUTED this 19 day of January, 2017.

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
K. W. BROUSSARD, Vice-President

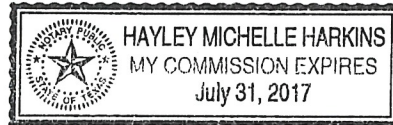
THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 19th day of January, A. D., 2017, by K. W. BROUSSARD, Vice-President of TWIN LAKES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[Signature]  
Notary Public - State of Texas

AFTER RECORDING RETURN TO: ✓  
Ms. Heather Esteban  
Crest Management Company  
17171 Park Row, Suite 310  
Houston, Texas 77084



**EXHIBIT "A"**  
**TO**  
**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**  
**CERTIFICATE: POLICY FOR USE OF TENNIS COURT FACILITIES**  
**BY NON-MEMBERS**

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.

POLICY FOR USE OF TENNIS COURT FACILITIES BY NON-MEMBERS

WHEREAS, Twin Lakes Homeowners Association, Inc. (the "Association") hereby adopts a policy for use of the Association's tennis court facilities by persons who are not residents of the Twin Lakes subdivision ("Non-Members"), as such terms are defined in the Association's Declaration of Covenants, Conditions and Restrictions;

The following policy shall govern use of the Association's tennis court facilities located 13200 Twin Lakes Blvd, Houston, TX (the "Tennis Facilities") by Non-Members. The Association's Board of Directors may modify this policy at any time or from time to time.

1. Non-Members may utilize the Tennis Facilities for one year (a "TNR Membership") following (a) payment of the membership fee for a TNR Membership, and (b) execution of a User Agreement (as defined below).
2. The initial membership fee for a TNR Membership shall be \$2,500.00 per year (per person). Such fee (a) is not refundable in whole or part even if the full year is not utilized, and (b) may be modified by the Association's Board of Directors at any time or from time to time (except as to any existing User Agreement).
3. A TNR Membership shall apply to only one person and shall be entitled to only one season pass identification card. A person holding a TNR Membership shall be entitled to admit one guest to the Tennis Facilities while he or she is using them.
4. Non-Members must execute a Tennis Facilities User Agreement (as now existing or hereafter amended, the "User Agreement") in order to obtain a TNR Membership.
5. A TNR Membership shall be effective for one year. Non-Members wishing to renew a TNR Membership must (a) pay the applicable membership fee then in effect, and (b) execute another User Agreement.
6. The Tennis Facilities are provided by the Association on an "AS-IS" basis. Non-Members agree to assume all risk of injury, loss or damage to (a) themselves and any guests of theirs at the Tennis Facilities (together, the "Non-Member Persons"), or (b) any goods, materials or property, arising out of or in connection with use of the Tennis Facilities.
7. In consideration of being granted access to the Tennis Facilities, (a) Non-Members agree to be financially responsible for any and all damage to the Tennis Facilities caused by any Non-Member Person, and (b) Non-Members release and discharge the Association and its directors, officers, committee members and other volunteers, property management company and other agents (the "Association Persons") from and against any claims, suits, costs, losses, damages, liabilities or expenses (including, without limitation, attorneys' fees) arising out of or in connection with use of the Tennis Facilities by any of the Non-Member Persons, *whether or not caused or contributed to by any act or omission (negligent or otherwise) of any of the Association Persons*. In that regard, Non-Members agree to defend and indemnify the Association against any and all claims asserted by any resident or other Non-Member or Non-Member Person arising in whole or in part from the activity of Non-Members' use of the Tennis Facilities, as provided for herein.

8. The Association reserves the right to terminate a TNR Membership, without refund of any portion of the membership fee, due to any breach or violation of this Policy, the User Agreement or the tennis court rules and regulations by any Non-Member Person.

**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**

**TENNIS COURT FACILITIES USER AGREEMENT**

WHEREAS, Twin Lakes Homeowners Association, Inc. (the "Association") has adopted a policy (the "Policy") for use of the Association's tennis court facilities (the "Tennis Facilities") by persons who are not residents of the Twin Lakes subdivision;

NOW, THEREFORE, the person executing this Tennis Court Facilities User Agreement ("Agreement") hereby agrees with the Association as follows:

1. The person executing this Agreement acknowledges that he or she has been furnished with a copy of the Policy, which is incorporated into this Agreement as if fully set forth herein.
2. By accepting this Agreement, the Association agrees to allow the person executing this Agreement to use the Tennis Facilities for a one year period (the "TNR Membership"), subject to the terms and conditions set forth in this Agreement and the Policy.
3. The person executing this Agreement represents that all of the information furnished in this Agreement is accurate and complete.
4. The person executing this Agreement agrees to abide by the terms of this Agreement, the Policy and the tennis court rules and regulations that are in effect from time to time.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Home Address)

\_\_\_\_\_  
(Cell Phone No.)

\_\_\_\_\_  
(Office Phone No.)

\_\_\_\_\_  
(Date)

**EXHIBIT "B"**  
**TO**  
**TWIN LAKES HOMEOWNERS ASSOCIATION, INC.**  
**CERTIFICATE: POLICY FOR USE OF TENNIS COURT FACILITIES**  
**BY NON-MEMBERS**

**ALL LOTS WITHIN THE PLATS HEREAFTER DESCRIBED AND THE COMMON PROPERTIES AND COMMON FACILITIES WITHIN THE PLATS AS DEFINED IN THE RESPECTIVE DECLARATION AND SUPPLEMENTAL DECLARATIONS HEREAFTER DESCRIBED:**

- A. Declaration of Covenants, Conditions and Restrictions for Twin Lakes, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. M-249843 and re-filed under County Clerk's File Nos. M-259977, M-350960 and N-082649, originally covering:

Twin Lakes, Section One (63.0054 acres) - recorded under Film Code No. 343084, Map Records of Harris County, Texas.

- B. Supplemental Declaration for Twin Lakes, Section Two, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N-168846 covering, to the extent defined:

Twin Lakes, Section Two (19.7277 acres) - recorded under Film Code No. 349028, Map records of Harris County, Texas.

- C. Supplemental Declaration for Twin Lakes, Section Three, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N-865354 covering, to the extent defined:

Twin Lakes, Section Three (46.1496 acres) - recorded under Film Code No. 352012, Map Records of Harris County, Texas.

- D. Supplemental Declaration for Twin Lakes, Section Four, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. N-865358 covering, to the extent defined:

Twin Lakes, Section Four (16.0093 acres) - recorded under Film Code No. 353015, Map Records of Harris County, Texas.

- E. Supplemental Declaration for Twin Lakes, Section Five, recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File No. P-694871 covering, to the extent defined:

Twin Lakes, Section Five (51.0021 acres) - recorded under Film Code No. 358051, Map Records of Harris County, Texas.



FILED FOR RECORD

1:00:09 PM

Tuesday, February 7, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, February 7, 2017



*Stan Stewart*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS