

That this Association Policy For Use of Pool 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 POOL FACILITIES
BY NON-MEMBERS

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.

POLICY FOR USE OF POOL FACILITIES BY NON-MEMBERS

WHEREAS, Twin Lakes Homeowners Association, Inc. (the "Association") hereby adopts a policy for use of the Association's pool 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 pool facilities located 13200 Twin Lakes Blvd, Houston, TX (the "Pool 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 Pool Facilities for a single swim season upon (a) payment of the applicable fee for either an Individual Membership or a Family Membership, and (b) execution of a User Agreement (as defined below). An Individual Membership shall apply to only one adult person. A Family Membership shall apply to only the parents and minor children of a single family. Individual Memberships shall not be permitted to invite guests. Family Memberships shall be permitted to invite guests on the same basis as residents.
2. The initial fee for an Individual Membership shall be \$500.00 per swim season and the initial fee for a Family Membership shall be \$1,250.00 per season. Such fees (a) are not refundable, (b) may be modified by the Association's Board of Directors at any time or from time to time, and (c) shall not be pro-rated for partial swim seasons.
3. Each Individual or Family Membership will include one season pass identification entry card; any additional cards must be purchased at the rate then in effect.
4. Non-Members must execute a Pool Facilities User Agreement (as now existing or hereafter amended, the "User Agreement").
5. An Individual Membership or Family Membership shall apply to only one swim season. Non-Members wishing to use the Pool Facilities for another season must (a) pay the applicable fee for that season, and (b) execute another User Agreement.
6. The Pool Facilities are provided by the Association on an "AS-IS" basis. Non-Members agree to assume all risk of injury, loss or damage to themselves and their family members and permitted guests (collectively, "Non-Member Persons"), or any goods, materials or property, arising out of or in connection with use of the Pool Facilities.
7. In consideration of being granted access to the Pool Facilities, (a) Non-Members agree to be financially responsible for any and all damage to the Pool Facilities caused by any related Non-Member Person, and (b) Non-Members release and discharge the Association and its directors, officers, committee members and other volunteers, pool management company, 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 Pool 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 pool facilities, as provided for herein.

8. The Association reserves the right to terminate any Individual Membership or Family Membership, without refund of any portion of the applicable fee, due to any breach or violation of this Policy, the User Agreement or the pool rules by any Non-Member Person.

TWIN LAKES HOMEOWNERS ASSOCIATION, INC.

POOL FACILITIES USER AGREEMENT

WHEREAS, Twin Lakes Homeowners Association, Inc. (the "Association") has adopted a policy (the "Policy") for use of the Association's pool facilities (the "Pool Facilities") by persons who are not residents of the Twin Lakes subdivision ("Non-Member Persons");

NOW, THEREFORE, the person executing this Pool 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 Non-Member Persons (as defined in the Policy) to use the Pool Facilities for a single pool season, subject to the terms and conditions set forth in this Agreement and the Policy.
3. The person executing this Agreement is registering for the following type of membership and represents that all of the information furnished in this Agreement is accurate and complete:

___ Individual Membership (\$_____ non-refundable fee for a single swim season in the name of the person executing below)

___ Family Membership (\$_____ non-refundable fee for a single swim season in the name of the person executing below and the other persons listed below)

Other parent (name): _____

Minor children (names and dates of birth): _____

4. The person executing this Agreement agrees, on behalf of himself or herself and any other Non-Member Persons, to abide by the terms of this Agreement, the Policy and the pool rules and regulations that are in effect from time to time.

(Signature)

(Printed Name)

(Home Address)

(Cell Phone No.)

(Office Phone No.)

(Date)

(Dates of Pool Season)

EXHIBIT "B"
TO
TWIN LAKES HOMEOWNERS ASSOCIATION, INC.
CERTIFICATE: POLICY FOR USE OF POOL 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