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## TWIN LAKES HOMEOWNERS ASSOCIATION, INC. CERTIFICATE: WIRELESS INTERNET SERVICE USAGE POLICY

THE STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS \$

That I, RUSSELL A. BALLARD, being the duly elected and acting 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 Wireless Internet Service Usage Policy of the Association 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 Wireless Internet Service Usage Policy 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 Wireless Internet Service Usage Policy of the Association which with the requirements concerning the use and enjoyment of Common Properties and Common Facilities defined in and contained within the Declaration collectively constitute the rules and regulations for use of the Wireless Internet Service for the Twin Lakes Subdivisions.

That this Wireless Internet Service Usage Policy of the Association 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 \ day of April, 2012.

FANNY MOLINA MY COMMISSION EXPIRES

July 20, 2014

RUSSELL A. BALLARD, President

THE STATE OF TEXAS S

COUNTY OF HARRIS §

This instrument was acknowledged before me on the day of April, A. D., 2012, by RUSSELL A. BALLARD, President of TWIN LAKES HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

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RETURN TO:

H. Wayne Whit

40 F. M. 1960 West, No. 43

Houston, Texas 77090

Notary Public - State o

# TWIN LAKES WIRELESS INTERNET SERVICE USAGE POLICY

The Twin Lakes Homeowners Association, Inc. (the "Association") is proud to offer wireless internet access (the "Service") through a Service provider for its residents and guests, subject to this Twin Lakes Wireless Internet Service Usage Policy.

PLEASE BE AWARE THAT YOU ARE CONNECTING TO AN UNSECURED NETWORK.
THE WIRELESS NETWORK IS CONFIGURED FOR OPEN ACCESS. INFORMATION SENT
OVER THIS NETWORK MAY BE VISIBLE TO OTHERS.

By using this service you agree to be bound by the terms and provisions of this Twin Lakes Wireless Internet Service Usage Policy, as amended and revised from time to time. Your acknowledgement indicates you have read, understand and agree to all terms and provisions of this Twin Lakes Wireless Internet Service Usage Policy.

signed in acknowledgement and a	icceptance.
Twin Lakes Property Address:	
	Houston, Texas 77042
Owner(s) Signatures	

### TWIN LAKES WIRELESS INTERNET SERVICE OVERVIEW

- For your convenience, wireless internet connectivity is available through the Service in and around certain of the Common Facilities, including the Twin Lakes Club House and the Community Pool, Tennis Courts and Playground Areas. The Association asks that you be courteous to other residents and guests when using your device and keep the volume muted or use headphones.
- 2. The Association does not monitor, control or filter content accessed through the Service or the Internet and is not responsible for the content accessed or its use in the community.
- 3. The Association requires responsible use of the Service and the Internet. All users are asked to avoid viewing material not appropriate in a public setting. Failure to use the Service Internet access according to these rules may result

in revocation of Service use privileges, Common Properties and Common Facilities access privileges and/or, where applicable, criminal prosecution.

- 4. Users who access the internet through the Service shall be responsible to determine what sources are appropriate for their use.
- 5. Access to the Service and therefore the Internet will be available to minors. It is the right and responsibility of parents/guardians to determine and monitor their children's or wards' use of the Association's Common Properties and Common Facilities, including use of the Service and Internet.
- 6. In order to make the Internet available to as many persons as possible, individuals are limited to one hour of access through the Service daily.
- 7. The Association provides wireless internet access only; users will provide their own computing equipment during wireless internet usage. Users are responsible for properly configuring and protecting their own equipment.
- 8. The Service is <u>not secure</u> and the Association is not responsible for any damages arising from its use.
- 9. This <u>Internet Service Usage Policy</u> is periodically reviewed, revised, and/or reaffirmed by the Association.

#### TWIN LAKES WIRELESS INTERNET SERVICE SECURITY WARNING

**WARNING:** THIS SERVICE IS AN OPEN NETWORK PROVIDED FOR THE USER'S CONVENIENCE AND ITS USE IS AT THE USER'S OWN RISK. IT IS AVAILABLE TO THE GENERAL PUBLIC, AND IS **NOT INHERENTLY SECURE**. THE ASSOCIATION AND SERVICE PROVIDERS CANNOT AND DO NOT GUARANTEE THE PRIVACY OF A USER'S DATA AND COMMUNICATION WHILE USING THE SERVICE.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection, ranging from (i) viruses, worms and other programs that can damage the user's computer, and (ii) attacks on the user's computer by unauthorized or unwanted third parties. By using this Service, you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network. It is recommended that users take steps to protect their own computer system, such as installing current antivirus software and maintaining appropriate firewall protection. For further information on how to protect data, communications and hardware/devices on this open network, consult a computer security professional.

#### USE OF THIS SERVICE IS SOLELY AT THE RISK OF THE USER.

#### TERMS AND CONDITIONS, DISCLAIMERS AND INDEMNITIES

By using the Service, the undersigned, for themselves and any guest to whom they give access to the Service, covenant and agree to all of the following terms and conditions:

- i. SERVICE PROVIDED "AS IS". The Service provides access to the Internet on an "as is" basis with all risks inherent in such access. The Association, its officers, directors, agents and assigns, the providers of the Service, or the respective affiliates, agents or contractors of each, make no warranty that the Service, or any information, software, or other material accessible through the Service, is free of viruses, worms, Trojan horses or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network.
- II. <u>SERVICE PROVIDED "AS AVAILABLE"</u>. The Service is provided on an "as available" basis without warranties of any kind, either express or implied, and the Association and the Service providers specifically disclaim any warranties, express or implied, (i) regarding the **merchantability or fitness of the Service for a particular purpose** or (ii) that the Service will be uninterrupted or error-free. The Service is and shall always be subject to the vagaries of weather, disruption of service and acts of God. No advice or information given by the Service providers, its/their employees, affiliates, agents or contractors shall be interpreted or deemed to create any such warranty.
- III. ACCEPTABLE USE. By using the Service and connecting to the Service network, you are agreeing that you will not use this Service to violate any applicable Federal or State laws or regulations. The Service is intended to allow you to access the internet in order to use, among other things, the worldwide web, e-mail, messaging services and communication forums.

The Association, the providers of the Service, or the respective affiliates, agents, or contractors of each, may terminate a user's access to the Service at any time without notice if it becomes aware of any behavior that has a negative impact on the Association equipment and/or network or the use by other users of the Association equipment and/or network or the internet in general, or which damages, or has the potential to damage, the reputation or standing of the Association or the Twin Lakes subdivisions in the community.

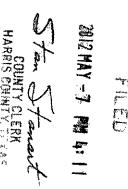
- **IV.** HARDWARE. Neither the Association, its officers, directors, agents and assigns, the providers of the Service, nor the respective affiliates, agents, or contractors of each, guarantee that the user's hardware will work with the Service network. Compatibility of the user's hardware (and software) is the sole responsibility of the user.
- V. <u>ACCESS/CONNECTION PROBLEMS</u>. If you have problems accessing the Internet through the Service, the Association, including its Security Staff, cannot and will not assist in making changes to the user's network settings or perform any

troubleshooting on a user's hardware. Users should refer to their owner's manual for your device or other support services offered by your hardware/device manufacturer.

VI. <u>DISCLOSURE OF DATA</u>. You should be aware that the Association may be required by law to disclose data related to the use of this Service. In order to comply with such laws, any and all network traffic may be captured, monitored and stored at the discretion of the Association.

VII. INDEMNITY. Under no circumstances shall the Association, its officers, directors, agents and assigns, providers of the Service, or the respective affiliates, agents, or contractors of each, be liable to a user in contract, tort or otherwise arising in connection with use or misuse of the Service, for any direct, indirect, incidental, special, punitive, consequential or other damages that result in any way from user's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the Service, or that arise or result in any way from the use, misuse or inability to use, the Service or to access the Internet or any part thereof, from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. Each user agrees to indemnify and hold harmless the Association, its officers, directors, agents and assigns, and the providers of the Service, including the respective affiliates, agents, and contractors of each, from and against any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to use of the Service, any materials downloaded or uploaded through the Service, any actions taken by a user in connection with use of the Service, any violation of any third party's rights or an violation of law or regulation, and/or any breach of the terms and provisions of this Internet Service Usage Policy.

We welcome your thoughts, questions and suggestions. Thank you in advance for helping keep our community a great place to call home!



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 refiled 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.

EXHIBIT "B"

MY PROVISION HEREIN WHICH RESTRICTS THE SALE PENTAL, OR USE OF THE DESCRIBED REAL PROPERTY DECAUSE OF COLOR OR PACE IS INVALIDAND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARDIS

COUNTY OF HARRIS
Thereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped herson by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

MAY -7 2012



Sta Stanant COUNTY CLERK