

The Club at Wells Point

OWNERS ASSOCIATION, INC.
AMENITY CENTER & PARK WAIVER, CONSENT, AND USE AGREEMENT
OWNERS FORM

**The Amenity Center and Park is owned & operated by The Club at Wells Point
Owners Association, Inc. (CWP)**

This Consent and Waiver (this “Consent”) is made and executed as of the _____ day of _____, 20__, by the undersigned named and designated owner or owners (“Owner”). As a condition imposed by the Board of the Association (as defined below) prior to permitting Owner access to, and a key for entry to, the Amenity Center Areas, including but not limited to the Fitness Center, the Park and the Swimming Pool (as those terms are defined below), Owner acknowledges and agrees as follows:

1. Owner is the Owner of residence (the “Residence”) located at _____, Pflugerville, Texas. The Residence is located in The Club at Wells Point, Phase A, Section One, a subdivision in Travis County, Texas according to the plat of record at Book 93, Pages 112-114 of the Plat Records of Travis County, Texas (the “**Subdivision**”).
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for The Club at Wells Point, executed by Sutton Wells Point, Ltd. and recorded at Volume 12204, Page 1914 of the Real Property Records of Travis County, Texas, as amended by that certain First Amendment to Covenants, Conditions and Restrictions for The Club at Wells Point, executed by Sutton Wells Point, Ltd. and recorded at Volume 12320, Page 1104 of the Real Property Records of Travis County, Texas (said Declaration of Covenants, Conditions and Restrictions for The Club at Wells Point, as amended, the “**Declaration**”). Owner has been provided with a copy of the Declaration.
3. As an owner of a lot in the Subdivision, Owner is a member of The Club at Wells Point Owner’s Association, Inc. (the “**Association**”), the Association defined in and organized under the Declaration. As a member of the Association and the Owner of a lot in the Subdivision, Owner is entitled to use and enjoy Lot 8 in Block M of the Subdivision (“**Park Tract**”) and all improvements of the Park Tract (collectively the “Park Tract Improvements”), which Park Tract Improvements include, but are not limited to, the amenity center containing fitness center, clubhouse, restroom facilities (the “**Amenity Center**”), the swimming pool (the “**Swimming Pool**”), and playground and tennis/basketball courts (the “**Park**”), located on the Park Tract. Owner’s rights and privileges with respect to the Park Tract and the Park Tract Improvements are provided

under Section 6.6 of the Declaration and are subject to the terms and conditions of the Declaration and any and all rules (the “Rules”) promulgated by the board of directors of the Association regarding the use and enjoyment of the Park Tract and the Park Tract Improvements. Owner has been provided with a copy of the current Rules.

4. Owner acknowledges that Owner has been advised that the use of the Park Tract Improvements, by Owner, Owner’s household (including children) and Owner’s guest requires following all Rules regarding the use of the Park Tract Improvements and, in particular, continued use of the Park Tract and Park Tract Improvements will depend on following all Rules regarding the use of the Amenity Center, Park, and/or Swimming Pool. Owner agrees to be responsible for compliance by Owner, members of Owner’s household and Owner’s guests who use the Amenity Center, Park, and/or Swimming Pool
5. **Owner is 18 years old or older.**
6. Owner understands that a swimming pool is hazardous to those persons who have not been trained to swim or whose condition renders them unable to swim capably, and that the fence (including the locked gate) has been placed around the swimming pool in order to prevent such persons from having access to the Amenity Center, Courts, and/or Swimming Pool.
7. **Owner will not allow anyone else to use Owner’s ID Access Badge in order to gain access to the Amenity Center, Park, and/or Swimming Pool, unless he or she has signed an agreement such as this Agreement, nor will Owner allow any minor to use Owner’s ID Access Badge in order to gain access to the Amenity Center, Park, and/or Swimming Pool.**
8. **Owner will not assist anyone else in gaining access to the Amenity Center, Park, and/or Swimming Pool, unless he or she has signed an agreement such as this Agreement.**
9. Owner will not, nor will Owner, Owner’s household members, or Owner’s guests, tamper with the lock on the gate, prop the gate open, or take any other action which would allow free access to the Amenity Center, Park and/or Swimming Pool by any person.
10. **Owner will not cause Owner’s ID Access Badge to be duplicated or allow anyone else to duplicate or use/possess Owner’s ID Access Badge.**
11. Owner, on behalf of Owner, Owner’s household and Owner’s guests who use the Swimming Pool, Park, and/or Amenity Center, hereby waives any and all claims against the Association, the members of the Board of Directors of the Association, Sutton Wells Point, Ltd., the Declarant under the Declaration (“Declarant”) Spertus Investments, L.L.C. (the general partner of Declarant), Goodwin Management, Inc., (the manager engaged by the Association), all other owners of lots in the Subdivision (collectively, the “Association Parties” and individually, an “Association Party”) for any injury to, or death of, any person, or any damages to any property, in, upon or about the Park Tract, including the Park Tract Improvements, arising at any time and from any cause, except for any

claims against any Association Party for any such damage, injury or death which arises out of the negligence or willful misconduct of that Association Party. Owner acknowledges and agrees that no Association Party shall be liable to Owner for any injury to, or death of, any person, or any damage to any property, in, on or upon the Park Tract (including the Swimming Pool, Park, and/or the Amenity Center) except to the extent, and only to the extent, that any such death injury or damage is caused by the negligence or willful misconduct of that Association Party.

12. In consideration of being permitted to use the Amenity Center, Park and/or Swimming Pool, Owner agrees to indemnify and hold harmless each of Declarant, Spertus Investments L.L.C., the Association, and Goodwin Management, Inc. (collectively, the "Indemnified Parties," and individually, an "Indemnified Party") from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Indemnified Parties may suffer or incur as a result of Owner's use (or the use by Owner's household members, or Owner's guest) of the Amenity Center, Park, and/or Swimming Pool, or as a result of Owner's failure to comply with this Agreement.
13. Owner executes this Agreement on behalf of themselves, and on behalf of their estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of Declarant, Spertus Investments L.L.C., the Association, Goodwin Management Inc., and their respective directors, officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors, and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

ALL REQUESTED INFORMATION ON THIS FORM IS REQUIRED AND WILL NOT BE CONSIDERED COMPLETE IF THERE IS ANY MISSING OR INACCURATE INFORMATION. ALL OWNERS AND HOUSEHOLD RESIDENTS MUST BE LISTED ON THIS FORM. THE POOL IS FOR THE USE OF RESIDENTS AND THEIR INVITED GUESTS.

PLEASE NOTE: ID Access Badges will ONLY be activated for residents in good standing with the Association. To be in good standing, you must:

1. be current (none outstanding) on all of your assessments, fines and fees;
2. be in compliance with the Deed Restrictions;
3. AND have a current AMENITY CENTER & PARK WAIVER, CONSENT, AND USE AGREEMENT on file with the Association.

******* PLEASE PRINT *******

Homeowner 1 Name: _____ DOB: _____

Homeowner 2 Name: _____ DOB: _____

HOA Address: _____, Pflugerville, TX 78660

Mailing Address (if applicable): _____

Email Address 1: (REQUIRED): _____

Email Address 2: _____

Phone 1 (REQUIRED): _____ Phone 2: _____

List all other residents who reside at the address(es) above who will be entering/using the Amenity Center, Park, and/or Swimming Pool.

******* NOTICE *******

VIDEO SURVEILLANCE EQUIPMENT IS LOCATED ON THE PREMISES

NAME (First & Last)	Date of Birth	EMAIL

All Residents must have their ID Access Badge with them at all times when visiting the Park Tract, unless the Resident minor is being accompanied by Resident adult with ID Access Badge. All Residents must present ID Access Badge to Association Staff and Personnel upon request. The ID Access Badge is the property of the Association and can be confiscated at any time. If this happens, please contact the Association Property Manager to discuss reissuance.

Owner has carefully read this Agreement, knows the content of this Agreement, and Owner signs this Agreement as their own free act. OWNER(S) UNDERSTAND(S) THAT ALL RESIDENTS LISTED ABOVE AND GUESTS MUST FOLLOW ALL DECLARATIONS, BYLAWS, AND AMENITY CENTER, PARK, AND SWIMMING POOL RULES, AND THAT THEY, THE OWNER(s), IS/ARE RESPONSIBLE FOR ANY VIOLATIONS AND PROPERTY DAMAGE THAT MAY OCCUR DURING YOUR AND/OR YOUR RESIDENTS AND GUESTS USE, (HEREBY REFERRED TO AS "YOUR USE") OF THE PARK TRACT. **ALL MONETARY DAMAGES INCURRED AS A RESULT OF YOUR USE WILL BE CHARGED TO YOUR MEMBERSHIP AS A SPECIAL ASSESSMENT AND WILL BE COLLECTED UPON AS DESCRIBED IN THE BYLAWS AND DECLARATIONS OF THE ASSOCIATION.**

Owner also acknowledges that they have received and understand all of the rules contained in the document titles listed below, as follows:

- Park, Playground, and Tennis / Basketball Court Rules
- Fitness Center Rules
- Pool Rules

Date Signed: _____

Owner 1 Signature (REQUIRED): _____

Owner 1 Printed Name (REQUIRED): _____

Owner 2 Signature (REQUIRED): _____

Owner 2 Printed Name (REQUIRED): _____

Received by and Orientation Provided by:

Association Staff/Property Manager Signature: _____

Association Staff/Property Manager Printed Name: _____

Association Staff/Property Manager Date Signed: _____