

**ELEVENTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS FOR
MEADOWLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.
(formerly Meadow Lake Homeowners' Association)**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association), a property owner's association as defined in Section 202.001 of the Texas Property Code (the "**Association**"), hereby supplements the:

"Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" ("**Notice**") recorded in the Official Public Records of Real Property of Harris County, Texas on January 1, 2010 under Clerk's File No. 20100003955,

"First Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on January 31, 2012 under Clerk's File No. 20120042028,

"Second Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on March 2, 2012 under Clerk's File No. 20120093116,

"Third Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on April 19, 2013 under Clerk's File No. 20130186315,

"Fourth Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on September 13, 2013 under Clerk's File No. 20130472895,

"Fifth Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on January 12, 2015 under Clerk's File No. 20150013271,

"Sixth Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on March 19, 2015 under Clerk's File No. 20150110776,

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"Seventh Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on October 8, 2015 under Clerk's File No. 20150461384,

"Eighth Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on October 15, 2015 under Clerk's File No. 20150471342,

"Ninth Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on January 11, 2016 under Clerk's File No. RP-2016-10213; and

"Tenth Supplemental Notice of Dedicatory Instruments for Meadowlake Village Homeowners Association, Inc. (formerly Meadow Lake Homeowners' Association)" recorded in the Official Public Records of Real Property of Harris County, Texas on August 6, 2019 under Clerk's File No. RP-2019-343207

which documents were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following documents are Dedicatory Instruments governing the Association:
 - **Certificate of Resolution of Board of Directors of Meadowlake Village Homeowners Association, Inc. (Relating to rules for tennis court use during the COVID-19 pandemic)**
 - **Certificate of Resolution of Board of Directors of Meadowlake Village Homeowners Association, Inc. (Relating to rules for fitness equipment use during the COVID-19 pandemic)**
 - **Certificate of Resolution of Board of Directors of Meadowlake Village Homeowners Association, Inc. (Relating to rules for pool use during the COVID-19 pandemic)**

This Eleventh Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris 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 Eleventh Supplemental Notice is true and correct and the documents attached to this Eleventh Supplemental Notice are true and correct copies of the originals.

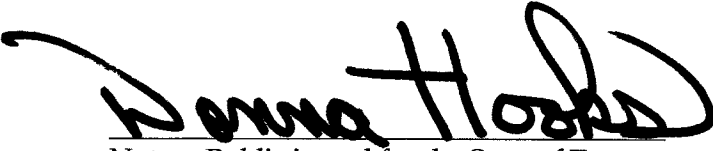


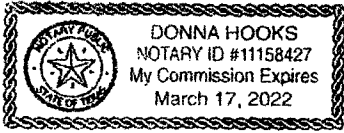
Eric B. Tonsul, authorized representative of
Meadowlake Village Homeowners
Association, Inc.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Meadowlake Village Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 24th day of June, 2020, to certify which witness my hand and official seal.


Notary Public in and for the State of Texas



Return to:
Eric B. Tonsul
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

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CERTIFICATE OF RESOLUTION
of
BOARD OF DIRECTORS
of
MEADOWLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.
(Relating to rules for tennis court use during the COVID-19 pandemic)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, C.E. Wueste, President of Meadowlake Village Homeowners 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 the First Amended By-Laws of Meadow Lake Homeowners’ Association (the “Bylaws”):

RECITALS:

1. §204.010(a)(6) of the Texas Property Code vests the Association, acting through its Board of Directors, to adopt rules regulating the use and appearance of the subdivision.
2. On April 27, 2020, Governor Abbott issued a statewide order approving the reopening of tennis courts, provided use is limited to no more than four (4) people per court. The Governor’s Taskforce to Reopen Texas also issued safety checklists to be used in connection with the reopening of certain outdoor sports amenities (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 Tennis Courts During COVID-19 Pandemic

1. Use of the tennis courts is limited to four (4) people per court at all times. Please be considerate of others who may be waiting to use the tennis courts, and limit your use to no more than 90 minutes.
2. All owners and residents must execute a copy of the waiver attached hereto as Exhibit A prior to using the tennis courts.
3. Use of the tennis courts is on a first come, first served basis. Owners and residents should leave the tennis courts area no later than 5 minutes after their 90 minutes expires.
4. The tennis courts are open to owners and residents only. No guests are permitted.

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5. Owners and residents must maintain at least six feet (6') of distance from anyone who is not a member of their household while using the tennis courts.
6. The tennis courts may not be used for any purpose other than playing tennis.
7. Owners and residents must bring their own towel and water.
8. Owners and residents must sanitize any surfaces they come into contact with immediately before and immediately after use.
9. Owners and residents are encouraged to wear face coverings while using the tennis courts, except for when engaged in active play.
10. Owners and residents should familiarize themselves with CDC recommendations and self-monitor for symptoms prior to using the tennis courts.
11. Owners and residents must familiarize themselves with Governor Abbott's Checklist for Outdoor Sports Participants attached hereto as Exhibit B and abide by the recommendations contained therein.
12. Owners and residents must leave the tennis courts immediately upon completion of their play time. Owners and residents should avoid loitering and congregating in groups.
13. 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 tennis courts.
14. If an owner or resident exhibits any symptoms of COVID-19, such owner or resident may not use the tennis courts center 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.
15. The Association reserves the right to close the tennis courts if these Rules are violated.
16. The Association may suspend an owner's or resident's right to use the tennis courts for a violation of these Rules.
17. The Rules shall automatically expire upon the expiration of all federal, state, and local government mandates restricting fitness center usage during the COVID-19 pandemic. In the event that federal, state or local government mandates are reinstated in the future restricting tennis court 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.
18. 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 Meadowlake Village Homeowners 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 1 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 Tennis Courts During COVID-19 Pandemic” was duly approved by at least a majority of the members of the Board in attendance.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below but made effective as of the Effective Date, as specified above.

**Meadowlake Village Homeowners
Association, Inc., a Texas non-profit
corporation**

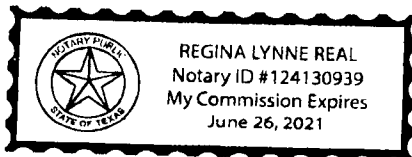
By: C. E. Wueste

Printed: C. E. Wueste

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1 day of June, 2020, personally appeared Charles Wueste, as President of Meadowlake Village Homeowners 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.



[Signature]
Notary Public in and for the State of Texas

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EXHIBIT "A"

MEADOWLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.

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 Meadowlake Village Homeowners Association, Inc. (the "*Association*").

In consideration of the right to use and enjoy the pool facility, fitness equipment and tennis courts located at 7410 Breda Dr., Baytown, Texas 77521 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 AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (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

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EXHIBIT "A"

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 Harris County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

EXHIBIT "A"

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: _____

MINIMUM STANDARD HEALTH PROTOCOLS



CHECKLIST FOR OUTDOOR SPORTS PARTICIPANTS

Individuals may engage in outdoor sports, provided that the sports do not include contact with other participants, and no more than four participants play the sport at any time.

The following are the minimum recommended health protocols for all individuals engaging in outdoor sports in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for outdoor sports participants:

- Self-screen before playing in an outdoor sport for any of the following, new or worsening signs or symptoms of possible COVID-19:

| | |
|--|---|
| <input type="checkbox"/> Cough | <input type="checkbox"/> Sore throat |
| <input type="checkbox"/> Shortness of breath or difficulty breathing | <input type="checkbox"/> Loss of taste or smell |
| <input type="checkbox"/> Chills | <input type="checkbox"/> Diarrhea |
| <input type="checkbox"/> Repeated shaking with chills | <input type="checkbox"/> Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit |
| <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Known close contact with a person who is lab confirmed to have COVID-19 |
| <input type="checkbox"/> Headache | |

- Special consideration for golf courses:
 - Clean and sanitize golf carts and push carts between uses.
 - Except for members of the same household, no more than one individual per golf cart.
 - Clean and disinfect driving range golf balls between use.
 - Ensure separation of at least 6 feet between golfers on the driving range.

- Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.**

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CERTIFICATE OF RESOLUTION
of
BOARD OF DIRECTORS
of
MEADOWLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.
(Relating to rules for fitness equipment use during the COVID-19 pandemic)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, C.E. WUESTE, President of Meadowlake Village Homeowners 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 the First Amended By-Laws of Meadow Lake Homeowners' Association (the "Bylaws"):

RECITALS:

1. §204.010(a)(6) of the Texas Property Code vests the Association, acting through its Board of Directors, to adopt rules regulating the use and appearance of the subdivision.
2. On May 5, 2020, Governor Abbott issued a statewide order approving the reopening of fitness centers beginning on May 18, 2020, provided use is limited to no more than 25% of the total listed occupancy of the fitness center. The Governor's Taskforce to Reopen Texas also issued safety checklists to be used in connection with the reopening of fitness centers (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 Fitness Equipment During COVID-19 Pandemic

1. Use of the Association's fitness equipment is limited to 1 ~~people~~ ^{persons} at any given time.
2. All owners and residents must execute a copy of the waiver attached hereto as Exhibit A prior to using the fitness equipment.
3. The fitness equipment is available for use by owners and residents only. No guests are permitted.
4. Owners and residents must maintain at least six feet (6') of distance from anyone who is not a member of their household while using the fitness equipment. This may require waiting to use certain equipment until the equipment can be used without violating the distance requirement.
5. Owners and residents must bring their own towels.
6. Owners and residents must bring their own water.

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7. Owners and residents must sanitize any equipment used immediately before and immediately after use.
8. Owners and residents are encouraged to wear face coverings while using the fitness equipment, except for when engaged in active exercise.
9. Owners and residents must wear gloves that cover the full hand and all fingers while using the fitness equipment.
10. Owners and residents should familiarize themselves with CDC recommendations and self-monitor for symptoms prior to using the fitness equipment.
11. Owners and residents must familiarize themselves with Governor Abbott's Checklist for Gym/Exercise Facility Patrons attached hereto as Exhibit B and abide by the recommendations contained therein.
12. Owners and residents must leave the fitness equipment area immediately upon completing their workout. Owners and residents should avoid loitering and congregating in groups.
13. 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 fitness equipment.
14. If an owner or resident exhibits any symptoms of COVID-19, such owner or resident may not use the fitness equipment 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.
15. The Association reserves the right to prohibit the use of the fitness equipment if these Rules are violated.
16. The Association may suspend an owner's or resident's right to use the fitness equipment for a violation of these Rules.
17. The Rules shall automatically expire upon the expiration of all federal, state, and local government mandates restricting fitness center usage during the COVID-19 pandemic. In the event that federal, state or local government mandates are reinstated in the future restricting fitness center 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.
18. 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 Meadowlake Village Homeowners 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 I 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 Fitness Equipment During COVID-19 Pandemic" was duly approved by at least a majority of the members of the Board in attendance.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below but made effective as of the Effective Date, as specified above.

Meadowlake Village Homeowners Association, Inc., a Texas non-profit corporation

By: C.E. Wueste

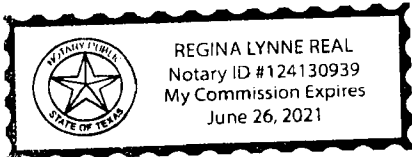
Printed: C. E. Wueste

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this I day of June, 2020, personally appeared Charles Wueste, as President of Meadowlake Village Homeowners 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.

[Signature]
Notary Public in and for the State of Texas



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EXHIBIT "A"

MEADOWLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.

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 Meadowlake Village Homeowners Association, Inc. (the "*Association*").

In consideration of the right to use and enjoy the pool facility, fitness equipment and tennis courts located at 7410 Breda Dr., Baytown, Texas 77521 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 AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (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

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EXHIBIT "A"

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 Harris County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

EXHIBIT "A"

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: _____

MINIMUM STANDARD HEALTH PROTOCOLS



CHECKLIST FOR GYMS AND EXERCISE FACILITIES

Page 1 of 2

Gyms and exercise facilities and classes may operate up to 50% of the total listed occupancy of the gym or exercise facility. Employees and contractors of the gym or exercise facility are not counted towards the occupancy limitation. The following are the minimum recommended health protocols for all gyms and exercise facilities and classes, whether indoor, outdoor, individual, or group, choosing to operate in Texas. Gyms and exercise facilities and classes may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Gym and exercise facilities and classes should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Gyms and exercise facilities and classes should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your employees and contractors:

- Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- Screen employees and contractors before coming into the gym or exercise facility or class:
 - Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:

| | |
|---|--|
| – Cough | – Sore throat |
| – Shortness of breath or difficulty breathing | – Loss of taste or smell |
| – Chills | – Diarrhea |
| – Repeated shaking with chills | – Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit |
| – Muscle pain | – Known close contact with a person who is lab confirmed to have COVID-19 |
| – Headache | |
 - Do not allow employees or contractors with new or worsening signs or symptoms listed above to return to work until:
 - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or

MINIMUM STANDARD HEALTH PROTOCOLS



GYMS AND EXERCISE FACILITIES: Page 2 of 2

- In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees and contractors wash or sanitize their hands upon entering the gym or exercise facility.
- Have employees and contractors maintain at least 6 feet of separation from other individuals. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- If a gym or exercise facility or class provides a meal for employees and/or contractors, the gym or exercise facility is recommended to have the meal individually packed for each individual.
- Consistent with the actions taken by many employers across the state, consider having all employees and contractors wear cloth face coverings (over the nose and mouth). If available, employees should consider wearing non-medical grade face masks.

Health protocols for your facilities:

- Space workout equipment to provide for at least 6 feet of separation between patrons.
- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, restrooms, and shower and locker room facilities. Ensure spacing in showers and locker room facilities by, for example, closing off certain lockers and/or showers.
- Disinfect any items that come into contact with customers.
- Provide equipment cleaning products throughout the gym or exercise facility or class for use on equipment, including dead weights.**
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Consider placing readily visible signage at the gym or exercise facility or class to remind everyone of best hygiene practices.
- For facilities with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the facility are being successfully implemented and followed.

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

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Charles Wueste, President of Meadowlake Village Homeowners 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 the First Amended By-Laws of Meadow Lake Homeowners' Association (the "Bylaws"):

RECITALS:

1. §204.010(a)(6) of the Texas Property Code vests the Association, acting through its Board of Directors, to adopt rules regulating the use and appearance of the subdivision.
2. On May 5, 2020, Governor Abbott issued a statewide order approving the reopening of pools beginning Mar 8, 2020, provided use is limited to 25% of the total normal 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 COVID-19 Pandemic

1. Use of the pool is limited to 25 people at any given time.
2. All owners and residents must execute a copy of the waiver attached hereto as Exhibit A prior to using the pool.
3. The pool is open only to owners and residents. Guests are not permitted.
4. Capacity will be limited according to governmental restrictions. Owners and residents must reserve a time to use the pool. Reservations are offered in 90 minute blocks. Reservations are offered on a first come, first served basis. Each household is limited to one reservation per day. Owners and residents should arrive no sooner than 5 minutes before their reservation begins and leave the pool area no later than 5 minutes after their reservation ends. Residents and owners should avoid loitering and congregating in groups.
5. Owners and residents should shower with soap and water before entering the pool.

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6. Pool furniture will be removed and placed in storage. Owners and residents are responsible for bringing their own towels and chairs.
7. Owners and residents must maintain at least six feet (6') of distance between themselves and anyone that is not a member of their household.
8. It is recommended that owners and residents wear a face covering when in the pool area, except when in the water.
9. Restrooms may be used one person at a time, except for any person needing assistance.
10. Pool games and pool toys are prohibited.
11. Owners and residents should familiarize themselves with CDC recommendations and self-monitor for symptoms prior to using the pool.
12. Owners and residents are responsible for sanitizing any surfaces they come into contact with outside of the water.
13. 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.
14. 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.
15. The Association reserves the right to close the pool if these Rules are violated.
16. The Association may suspend an owner's or resident's right to use the pool for a violation of these Rules.
17. The Rules shall automatically expire upon the expiration of all federal, state, and local government mandates restricting fitness center 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
18. 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 Meadowlake Village Homeowners 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 7 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the date shown below but made effective as of the Effective Date, as specified above.

Meadowlake Village Homeowners Association, Inc., a Texas non-profit corporation

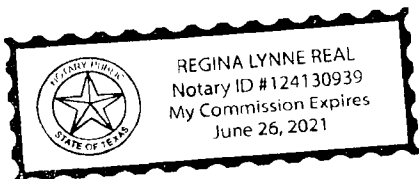
By: C. E. Wueste

Printed: C. E. WUESTE

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 7 day of June, 2020, personally appeared Charles Wueste, as President of Meadowlake Village Homeowners 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.



[Signature]
Notary Public in and for the State of Texas

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EXHIBIT "A"

MEADOWLAKE VILLAGE HOMEOWNERS ASSOCIATION, INC.

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 Meadowlake Village Homeowners Association, Inc. (the "*Association*").

In consideration of the right to use and enjoy the pool facility, fitness equipment and tennis courts located at 7410 Breda Dr., Baytown, Texas 77521 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 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 AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (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

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EXHIBIT "A"

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.

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[Signature page follows.]

EXHIBIT "A"

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: _____

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Pages 25
06/24/2020 10:25 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
CHRIS HOLLINS
COUNTY CLERK
Fees \$110.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2020-273418