

4
NOTICE
B

20120013398
01/11/2012 RP2 \$28.00

PRESIDENT'S
SECRETARY'S CERTIFICATE
FOR

COPPERBROOK HOMEOWNERS ASSOCIATION, INC.

PRESIDENT

The undersigned, being the duly acting and qualified Secretary of **COPPERBROOK HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), the Association set forth and described in that certain "Declaration of Covenants, Conditions and Restrictions for Copperbrook, Section One", recorded under County Clerk's File No. R596475, that certain "Declaration of Covenants, Conditions and Restrictions for Copperbrook, Section Two", recorded under County Clerk's File No. S896706, that certain "Declaration of Covenants, Conditions and Restrictions for Copperbrook, Section Three", recorded under County Clerk's File No. T346712, that certain "Declaration of Covenants, Conditions and Restrictions for Copperbrook, Section Four", recorded under County Clerk's File No. T716490, and that certain "Declaration of Covenants, Conditions and Restrictions for Copperbrook, Section Five", recorded under County Clerk's File No. T470576 of the Real Property Records of Harris County, Texas and any and all amendments thereto (said recorded documents and all exhibits and amendments thereto being referred to as the "Declaration"); the undersigned Secretary further being the keeper of the minutes and records of said corporation, does hereby certify that the attached Exhibit "A" constitutes a true and correct copy of the "POOL RULES" adopted by the Board of Directors (the "Board") of the Association at a duly called and constituted meeting of the Board of Directors held on JANUARY 4TH, 2011. 2012

(B)
100
100
100
100

The above described and attached **POOL RULES** were adopted pursuant to authority conferred upon the Board of Directors in Section 204.010 of the Texas Property Code, and Article VII of the Bylaws of the Association.

The above described and attached policy is being recorded in the Public Records of Harris County, Texas pursuant to the requirements of Section 202.006 of the Texas Property Code.

Dated this 4TH day of JANUARY, 2012.

[Signature]

(Signature)

Francesca Garcia

(name printed)

PRESIDENT

Secretary of Copperbrook Homeowners Association, Inc.

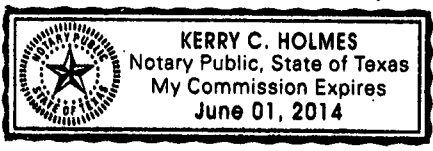
[Handwritten mark]

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

2012 This instrument was acknowledged before me on the 4TH day of JANUARY, 2011, by FRANCESCA GARCIA, Secretary of **Copperbrook Homeowners Association, Inc.**, a Texas non-profit corporation, on behalf of said corporation.



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

Copperbrook Homeowners Association, Inc.

POOL RULES

Use is restricted **ONLY** to Copperbrook residents and accompanied guests. Copperbrook Homeowners Association, Inc. pool is a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT BENEFIT OF A LIFEGUARD.**

1. Entry gate to be closed at all time.
2. Appropriate swimming apparel only. No cutoffs.
3. Food and beverages to remain on pool deck and not allowed in swimming pool.
4. Place trash in receptacles.
5. Children under 14 years old must be accompanied by a parent or responsible adult (18 or older).
6. Children who are not toilet-trained must wear a swim diaper or plastic pants and a swim suit. Cloth or disposable diapers are not allowed.
7. Animals are not allowed in the building or pool area, except guide dogs. Guide dogs are allowed on the deck, but not in the water.
8. No running, pushing, foul language or general roughhousing.
9. No smoking.
10. No alcohol.
11. No glass items anywhere in the facility.
12. No loud music. Personal music devices only.
13. No diving, back dives, or somersaults from the side of the pool.
14. Climbing, sitting, and jumping from fences is prohibited.
15. No skateboards, bikes, or scooters allowed inside the fence.
16. Umbrellas to be closed upon departure of pool area.
17. No vandalizing of association property.
18. No trespassing.

FILED FOR RECORD
8:00 AM

JAN 11 2012

Stan Stewart
County Clerk, Harris County, Texas

* Association has right to utilize surveillance equipment for viewing pool activity.

* Failure to comply with pool rules entitles the association to suspend an owner's right to utilize the pool for the remainder of the season. Suspension to be enforced through deactivation of pool cards assigned to respective property address. Owner will be notified in accordance with Chapter 209 of the Texas Residential Property Owners Protection Act.

Emergency call 911. Report incidents or unsafe conditions to AMI at 713-932-1122. Report trespassing to Sheriff at 713-221-6000. Being on pool property, inside the gate, after pool hours is trespassing.

Pool hours: Tuesday thru Sunday, 6:00 am - 10:00 pm.

Homeowner's Signature: _____ Date: _____

Homeowner's Address: _____ Phone Number: _____

POOL RULES MUST BE SIGNED AND RETURNED TO AMI ALONG WITH THE SIGNED WAIVER IN ORDER TO RECEIVE YOUR POOL CARD. PLEASE KEEP A COPY OF ALL DOCUMENTS FOR YOUR RECORDS.

EXHIBIT

A

COPPERBROOK HOMEOWNERS ASSOCIATION
Pool Access Cards

Dear Homeowner,

Please be advised the Copperbrook Homeowners Association, Board of Directors has approved pool access cards to be used for entry at the pool. There will no longer be lifeguards present at the pool for supervision. The pool will be **"SWIM AT YOUR OWN RISK"**.

The attached Pool Rules and Waiver **must** be signed and returned in order to receive your pool access card. One (1) free card will be given per household. If you lose/misplace your card, please contact AMI for a new one. A new card will be \$25.00.

The following will apply for receiving your card:

1. You must sign both the Pool Rules and Waiver to receive your card.
2. All Association Dues must be Paid In Full in order to receive your card. If you are currently on a payment plan, and have not missed a payment, you will be able to receive your access card. If you are currently not on a payment plan, please contact AMI to start one today. (PLEASE INDICATE IF YOU ARE ON A PAYMENT PLAN AND ARE CURRENT)
 - 2.1 I AM ON A PAYMENT PLAN AND MY PAYMENTS ARE CURRENT: YES NO (IF NO, CONTACT AMI TO BRING YOUR ACCOUNT TO A CURRENT STATUS TO RECIVE YOUR CARD).
3. One card will be issued per household.
4. Five guests will be permitted per household.
5. If you lose/misplace your card, your old card will be deactivated and a replacement card will be \$25.00. A check/money order can be mailed to AMI for a replacement card.
6. The pool cards do not expire.
7. If your dues are not paid the following year by the due date, your card will be deactivated until your dues are Paid In Full.
8. There will be NO LIFEGUARDS on duty at any time. In case of an emergency 911 should be contacted immediately.

Pool cards are required to access the pool. 1 card per household. Please contact AMI if you need to replace your card, (713) 932-1122

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**WAIVER/RELEASE (USE OF SWIMMING POOL)
COPPERBROOK HOMEOWNERS ASSOCIATION, INC. (the "Association")**

I acknowledge receipt of the Pool Rules ("Rules") governing the use of the swimming pool at **COPPERBROOK**. I have read the Rules, I understand them, and I agree to comply with them. I agree that my use of the **COPPERBROOK** swimming pool will be on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT BENEFIT OF A LIFEGUARD**. I fully understand that in utilizing the pool without the benefit of a lifeguard, that there are risks of injury or death to myself or others, whether or not I swim alone or with others present. I understand that without the presence or the benefit of a lifeguard, there is a possibility of injury or death by drowning or other risks. I am voluntarily using the swimming pool **WITHOUT BENEFIT OF A LIFEGUARD AND ON A SWIM AT YOUR OWN RISK BASIS** with full knowledge of the dangers involved, fully assuming all risks of injury and death.

I understand and agree that the Association, its managing agent, and/or the respective affiliates, directors, officers, agents, and employees of the Association and/or its managing agent (collectively, the "Released Parties") are not responsible for any injury, death, damage, loss of property which I may suffer as a result of my use of the swimming pool for any reason whatsoever. I expressly waive any and all claims against, and release the Released Parties, jointly and severally, of and from any claims of injury or death, damages, or any causes of action whatsoever arising from my use of the swimming pool on a **SWIM AT YOUR OWN RISK BASIS AND WITHOUT THE BENEFIT OF A LIFEGUARD**, irrespective of whether any such injury, death, damage, or cause of action is a result of the acts, omissions, or negligence of the Released Parties in whole or part. This waiver and release shall be binding upon by heirs, assigns, and estate representatives.

Further, to the extent permitted under the Rules, in the event that I allow or bring a guest or invitee or my child or children (or child or children of any guest or invitee) into the pool area, I agree that (i) I shall accompany such guest(s), invitee(s) or children at all times while in the pool area, (ii) I shall make each such guest(s), invitee(s), and child aware that there is no lifeguard present and that their respective use of the pool is on a **SWIM AT YOUR OWN RISK BASIS WITHOUT THE BENEFIT OF A LIFEGUARD**, (iii) I shall at all times supervise and assume full responsibility to ensure compliance with all of the Rules by such guest(s), invitee(s) or children, and (iv) I shall be liable for, and release and indemnify the Released Parties of and from any claims or damages whatsoever (including those resulting from injury or death) brought or asserted by such guest(s), invitee(s), or child or children (or their parents, guardians, heirs or estate representatives), arising from the use of the swimming pool on a **SWIM AT YOUR OWN RISK BASIS WITHOUT THE BENEFIT OF A LIFEGUARD**.

THIS WAIVER/RELEASE IS GIVEN FOR THE FOLLOWING ADDRESS: _____

Adult(s):

(signature) (date) (signature) (date)

(name printed) (name printed)

(signature) (date) (signature) (date)

(name printed) (name printed)

(signature) (date) (signature) (date)

(name printed) (name printed)

Names and ages of Children: _____

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

✓ Ret: FRANK ELMORE LIEVENS
9225 KATY Fwy #250
HOUSTON TX 77024

JAN 11 2012



Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS