

Agreement to Use Association Vehicle Gate(s) and/or Amenities
Release of Liability

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's vehicle gate(s) and/or amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of vehicle gate(s) and/or amenities is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association's agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's amenities by Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

Please review and acknowledge information that follows!

7/10/12

NON-MATERIAL CORRECTION INSTRUMENT

(Pursuant to Section 5.028, Texas Property Code)

AVERY PARK SUBDIVISION

AVERY PARK SUBDIVISION AMENDED AND RESTATED COMMUNITY MANUAL

TO THE COUNTY CLERK:

PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED:

State of Texas §
County of Guadalupe §

“Original Instrument”

Document Type: Community Manual
Recording Date: February 16, 2017
Recording Information: Document No. 2017003636


N.B. AVERY PARK HOMEOWNERS ASSOCIATION, INC., a Texas corporation (“Avery Park”), caused to be filed that certain Avery Park Subdivision Amended and Restated Community Manual, recorded under Document No. 2017003636, in the Official Public Records of Guadalupe County, Texas (the “Community Manual”). This instrument is made as a correction to the Community Manual as originally recorded.

1. The Attachment 13 to the Community Manual inadvertently did not include the Amended and Restated Pool Rules (the "Pool Rules"). The Pool Rules are attached hereto as Attachment 13.

Rebekah Jacob, as evidenced by her signature below, is an employee of Winstead PC, which firm is retained to represent Avery Park. She has personal knowledge of the relevant facts and has examined the Community Manual and has determined that nonmaterial errors exist that can be properly corrected through the recordation of this instrument. By the recordation of this instrument, the Pool Rules attached hereto as Attachment 13 shall be added as Attachment 13 to the recorded Community Manual.

Other than the stated correction above, this instrument is intended to restate in all aspects the Community Manual and the Effective Date of this instrument relates back to the effective date of the Community Manual.

Upon execution, a copy of this instrument shall be sent via U.S. First Class Mail to each party to the original Community Manual in accordance with the provisions of Sections 5.028(d)(2) of the Texas Property Code.


Rebekah Jacob

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 17, 2017, by Rebekah Jacob, known personally to me.

[SEAL]



Brenda J. Jones

NOTARY PUBLIC, State of Texas
My Commission Expires: 10-27-19
Printed Name: BRENDA J. JONES

**Avery Park
Homeowners Association, Inc.**

WARNING:

NO LIFEGUARD ON DUTY: SWIM AT YOUR OWN RISK!
**NO DIVING, RUNNING, HORSEPLAY, FIGHTING, OR ANY OTHER
DANGEROUS PHYSICAL ACTIVITY.**

- **NO SMOKING** IN THE GATED POOL AREA.
- **NO DIAPERS** EXCEPT SPECIAL SWIM DIAPERS.
- **NO CUTOFFS**, ONLY PROPER SWIMWEAR ATTIRE.
- **NO GLASS CONTAINERS**.
- **NO FOOD, DRINKS, OR GUM** IN THE SWIMMING POOL.
- **PLEASE WAIT 30 MINUTES** BEFORE SWIMMING AFTER EATING.
- **NO FOUL OR VULGAR LANGUAGE** OR LOUD NOISE WILL BE TOLERATED.
- **NO ROLLER/IN LINE SKATES, BICYCLES, SCOOTERS, SKATEBOARDS**, IN THE GATED POOL AREA OR PARKING LOT.
- **NO TOYS OR SPORTS EQUIPMENT**, EXCEPT SMALL PERSONAL FLOTATION DEVICES or POOL ACCESSORIES.
- **NO ANIMALS** IN THE POOL AREA (EXCEPT SERVICE ANIMALS)
- **CHILDREN 17 AND YOUNGER MUST BE ACCOMPANIED AND MONITORED AT ALL TIMES BY A RESPONSIBLE ADULT** OF 18 YEARS OF AGE OR OLDER (ID REQUIRED IF SIBLING OR FRIEND)
- **MEMBERS MAY HAVE A MAXIMUM OF FOUR (4) GUEST**. (PER HOUSEHOLD)
- **MEMBERS MUST ASSUME FULL RESPONSIBILITY FOR THEIR CHILDREN AND GUESTS.**
- **A GUEST CANNOT BE A NON-PAID MEMBER OF THE ASSOCIATION COMMUNITY.**
- **NO ALCOHOL PERMITTED**
- **GRILLS AND COOK DEVICES PROHIBITED IN POOL AREA**

ALL MEMBERS AND GUEST ARE EXPECTED TO ABIDE BY THE POOL RULES AT ALL TIMES.

ASSOCIATION AND MANAGEMENT ARE NOT RESPONSIBLE FOR ANY LOST OR STOLEN ITEMS,
AND/OR ANY ACCIDENT OR INJURY

POOL ATTENDANT IS NOT RESPONSIBLE FOR MONITORING SAFETY OR WELL BEING OF PATRONS.

FOR SERIOUS INJURY OR LIFE THREATENING EMERGENCY ASSISTANCE CALL 911.

POOL SCHEDULE: Season runs from April 1st through October 31st every year.

- **MONDAY: CLOSED (FOR MAINTENANCE) (OPEN on Monday if it is a National Holiday)**
- **TUESDAY- SUNDAY 5 AM - 10 PM**

WHEN POOL IS CLOSED:

- **POOL RULES WILL BE ENFORCED and VIOLATORS PRIVILEGES MAY BE SUSPENDED!**
- **ANY AND ALL VANDALISM WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.**
- **POOL MUST BE CLOSED WHEN THERE IS THUNDER OR LIGHTNING IN THE VICINITY.**

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SECURITY AND GUEST POLICY:

- Removal of Association equipment, furniture or accessories is strictly forbidden.
- Please report any problems to the Management Company or Non-Emergency Police (830) 608-2179.
- The Association reserves the right to revoke pool privileges to any resident or guest who has delinquent association fees.
- The Association reserves the right to revoke pool privileges for any resident or guest should they cause an unsafe or unpleasant environment at the pool.
- Residents are responsible for any damages to the pool area caused by them or any of their guest or resulting from a lost pool fob. (if not reported)
- Report lost or stolen pool fobs immediately to the Management Company. There is a \$15 lost key fob charge.

A KEY FOB IS NECESSARY TO ENTER THE POOL AREA.

EACH HOUSEHOLD RECEIVES ONE FREE POOL KEY FOB. UP TO TWO EXTRA POOL KEY FOBs CAN BE PURCHASED FOR \$10.00 EACH.

YOUR ASSESSMENT ACCOUNT MUST BE CURRENT BEFORE A POOL FOB WILL BE ISSUED OR ACTIVATED

POOL FOBs FOR PAST DUE ACCOUNTS WILL BE DEACTIVATED.

**THESE RULES AND GUIDELINES MAY BE ADDED TO OR AMENDED BY
THE BOARD OF DIRECTORS OF THE AVERY PARK HOMEOWNER'S ASSOCIATION
ANY SUCH CHANGES, ADDITIONS OR AMENDMENTS SHALL BE FURNISHED TO
THE HOMEOWNERS.**

**REMEMBER: USE OF THE COMMUNITY POOL IS A PRIVILEGE,
NOT A RIGHT. ANY MISCONDUCT MAY RESULT IN REVOKING YOUR POOL
PRIVILEGES.**

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DANGEROUS PHYSICAL ACTIVITY.

→ Andrea Wilhite
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Austin TX 78701

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TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



Teresa Kiel