

THE CLUB AT WELLS POINT

AMENITY CENTER

WAIVER AND CONSENT

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 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 an exercise room and restroom facilities (the "Amenity Center") and the swimming pool (the "Swimming Pool") 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 family members (including children) and Owner's guest (including any of Owner's children) requires following all Rules regarding the use of the Park Tract Improvements and, in particular, all Rules regarding the safety and welfare of Owner, members of Owner's family and Owner's guests who use the Swimming Pool will depend on following all Rules regarding the use of the Swimming Pool. Owner agrees to be responsible for compliance by Owner, members of Owner's family and Owner's guests who use the Swimming Pool Owner with any and all Rules regarding the use of the 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, Fitness Center, and/or Swimming Pool.
7. **Owner will not allow anyone else to use Owner's card in order to gain access to the Amenity Center, Fitness Center, 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 card in order to gain access to the Amenity Center, Fitness Center, and/or Swimming Pool.**
8. **Owner will not assist anyone else in gaining access to the Amenity Center, Fitness Center, and/or Swimming Pool, unless he or she has signed an agreement such as this Agreement.**

9. Owner will not, nor will Owner, family members, tenants or 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, Fitness Center, and/or Swimming Pool by any person.
10. **Owner will not cause Owner's card to be duplicated or allow anyone else to duplicate Owner's card.**
11. Owner, on behalf of Owner, Owner's children (if any) and Owner's guests who use the Swimming Pool, 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 and the Amenity Center, Fitness Center, and/or Swimming Pool) 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, Fitness Center, 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 family members, guests or tenants) of the Amenity Center, Fitness Center, 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 himself, and on behalf of his 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.

Owner has carefully read this Agreement, knows the content of this Agreement, and Owner signs this Agreement as his own free act.

Date: _____ Signature _____

Printed Name _____

Tenant - Signature _____

Tenant- Printed Name _____

List the names of all family members (and the year of birth if the family member is 18 or under) who will be using the Amenity Center, Fitness Center, and/or Swimming Pool:
