

TOWNE LAKE AMENITY CENTER MEMBERSHIP AGREEMENT

NOTE: This document is divided into two (2) parts. Part I defines terms, describes the alternative types of memberships, sets forth the rates for the alternative types of memberships, and addresses other issues related to membership. Part II sets forth the terms and conditions of membership.

PART I.

A.

DEFINITIONS

As used herein, the terms set forth below shall have the following meanings:

1. **Agreement** – This Towne Lake Amenity Center Membership Agreement, which is limited to the type of membership specified in Part II. A. of this document.
2. **Association** – Towne Lake Community Association, Inc., a Texas non-profit corporation, its successors and assigns.
3. **Facilities** – All of the Towne Lake Amenity Center which includes the Lakehouse Amenities and the Waterpark Amenities, as well as any other improvements added to the Facilities by the Association.
4. **Lakehouse Amenities** – All amenities within the Facilities, including the tennis courts and the adult pool, but excluding the Waterpark Amenities.
5. **Rules** – Rules adopted and published by the Association relating to the use of the Facilities and the hours of operation. Members are notified that the Rules may vary as to portions of the Facilities. For example, the Rules relating to the Lakehouse Amenities may differ from the Rules relating to the Waterpark Amenities, including, without limitation, the hours of operation and the maximum number of members entitled to use those amenities at a given time.
6. **Waterpark Amenities** – The playground, beach, and Frontier House within the Facilities.

B.

OPERATION OF THE FACILITIES

The Association owns and shall manage the Facilities. The Association shall determine the hours during which the Facilities shall be available for use and publish the hours of operation in the Rules. The hours of operation may be changed by the Association at any time as it deems necessary or appropriate. The Rules may also include standards of conduct for all members using the Facilities. The Association shall establish a maximum number of members entitled to use the Facilities, or some portion thereof, at a given time. If the Facilities, or some portion thereof, are being used at maximum capacity, the Association shall have the authority to deny access to the Facilities, or the applicable portion thereof, to members until such time that use declines below maximum capacity. In those instances, a member who is not allowed to use the Facilities, or some portion thereof, because use is at maximum capacity, will not be entitled to a refund or credit of any portion of the applicable membership fee. Each member shall be

required to sign a document acknowledging the receipt of a copy of the Rules relating to the Facilities. By signing the acknowledgment, the member agrees to be bound by and comply with the Rules, as well as all terms and conditions of the applicable membership plan.

C.

TYPES OF MEMBERSHIPS

The following types of memberships have been established by the Association for use of the Facilities or a specified portion of the Facilities:

7. **Towne Lake Full Membership:** This membership is available only to an owner of a lot in Towne Lake that is not located in Heritage at Towne Lake. A Towne Lake Full Membership enables the member to use all Facilities during applicable hours of operation unless the Facilities, or some portion thereof, are reserved for a private function. In homes with less than four permanent residents, a permanent guest pass is available for the lot owner's children and or grandchildren, not to exceed a combination of four memberships and permanent guest passes per household. The pre-designated permanent guest(s) must be accompanied by the host member at all times they are using the facilities.
8. **Heritage at Towne Lake Full Membership:** This membership is available only to a person who is an owner of a lot in Heritage at Towne Lake and who resides in the home he/she owns in Heritage at Towne Lake and each other person who, although not an owner, permanently resides with the owner of a home in Heritage at Towne Lake. A Heritage at Towne Lake Full Membership entitles the member to use all Facilities during applicable hours of operation unless the Facilities, or some portion thereof, are reserved for a private function. In homes with less than four permanent residents, a permanent guest pass is available for the lot owner's children and or grandchildren, not to exceed a combination of four memberships and permanent guest passes per household. The pre-designated permanent guest(s) must be accompanied by the host member at all times they are using the facilities.
9. **Heritage at Towne Lake Waterpark Membership:** This membership is available only to a person who is an owner of a lot in Heritage at Towne Lake and who resides in the home he/she owns in Heritage at Towne Lake and each other person who, although not an owner, permanently resides with the owner of a home in Heritage at Towne Lake. A Heritage at Towne Lake Waterpark Membership entitles the member to use the Waterpark Amenities during applicable hours of operation during the Waterpark Amenities season unless the Waterpark Amenities, or some portion thereof, are reserved for a private function. In homes with less than four permanent residents, a permanent guest pass is available for the lot owner's children and or grandchildren, not to exceed a combination of four memberships and permanent guest passes per household. The pre-designated permanent guest(s) must be accompanied by the host member at all times they are using the facilities. The Waterpark Amenities season begins on May 1st of each year and ends on September 30th of the same year; provided that, the Waterpark Amenities season may be changed by the Association at any time as it deems necessary or appropriate. A Heritage at Towne Lake Waterpark Membership does not entitle the member to use the Lakehouse Amenities.

10. **Activity Membership:** This membership is a temporary membership available to persons who do not have either a Towne Lake Full Membership or a Heritage at Towne Lake Full Membership. The Association will schedule various fitness and other types of classes and programs from time to time at a designated location within the Facilities. Enrollment in a class or program will first be made available to persons who have either a Towne Lake Full Membership or a Heritage at Towne Lake Full Membership (the period during which such members may enroll in the class or program being referred to as the “Protected Enrollment Period”). If there are spaces available in a class or program upon the expiration of the Protected Enrollment Period, participation in the class or program will be made available to all persons through an Activity Membership. The cost of an Activity Membership is in addition to the applicable class or program fee, if applicable (many classes and programs will not involve a class or program fee). Access to the Facilities to a person having an Activity Membership is limited to the particular location of the class or program; an Activity Membership does not entitle the member to use any other portion of the Facilities.

11. **Seasonal Guest Membership:** This membership is a temporary membership available to a person who does not own a lot in Towne Lake or Heritage at Towne Lake, but who is a guest of an owner of a lot in Towne Lake or Heritage at Towne Lake and who resides in the owner’s home in Towne Lake or Heritage at Towne Lake for not less than ninety (90) consecutive days during the period beginning May 1st and ending September 30th of a particular year (the owner of the lot in Towne Lake or Heritage at Towne Lake being referred to as the “Sponsor Owner”). A Seasonal Guest Membership entitles the member to use whatever portion of the Facilities the Sponsor Owner is entitled to use. As examples, if the Sponsor Owner has a Towne Lake Full Membership, the guest is entitled to use all Facilities during applicable hours of operation unless the Facilities, or some portion thereof, are reserved for a private function; if the Sponsor Owner has a Heritage at Towne Lake Waterpark Membership, the guest is entitled to use only the Waterpark Amenities during applicable hours of operation unless the Waterpark Amenities, or some portion thereof, are reserved for a private function. Not more than two (2) Seasonal Guest Memberships shall be issued for any Sponsor Owner at any given time. A Seasonal Guest Membership terminates on the date the guest ceases to reside in the Sponsor Owner’s home or September 30th of the applicable year, whichever date is the first to occur.

12. **Primary Caregiver Access:** A primary caregiver picture ID Card is available to permanent caregivers, enabling a care giver access to the facilities, Monday’s through Friday’s. The Primary Caregiver Access is entitled to use all Facilities during applicable hours of operation unless the Facilities, or some portion thereof, are reserved for a private function; if the Sponsor Owner has a Heritage at Towne Lake Waterpark Membership, the Primary Caregiver Access is entitled to use only the Waterpark Amenities during applicable hours of operation unless the Waterpark Amenities, or some portion thereof, are reserved for a private function.

13. **One Day Guest Membership:** This membership is a temporary membership available to a person who does not own a lot in Towne Lake or Heritage at Towne Lake, but who is a one day guest of an owner of a lot in Towne Lake or Heritage at Towne Lake (the owner of the lot in Towne Lake or Heritage at Towne Lake being referred to as the “Host Owner”). A One Day Guest Membership entitles the member to use whatever portion of the Facilities the Host Owner is entitled to use. As examples, if the Host Owner has a Towne Lake Full Membership, the guest is entitled to use all Facilities during applicable

hours of operation unless the Facilities, or some portion thereof, are reserved for a private function; if the Host Owner has a Heritage at Towne Lake Waterpark Membership, the guest is entitled to use only the Waterpark Amenities during applicable hours of operation unless the Waterpark Amenities, or some portion thereof, are reserved for a private function. The Host Owner or a member of the Host Owner's family to whom the Host Owner's membership extends must accompany a guest(s) who is (are) issued a One Day Guest Membership at all times during which the guest(s) is (are) on the premises of the Facilities or any portion thereof. If the Host Owner is present at all times during which the guest(s) is (are) on the premises of the Facilities, or any portion thereof, up to five (5) [but not more than five (5)] One Day Guest Memberships may be issued for the Host Owner. If a member of the Host Owner's family to whom the Host Owner's membership extends, but not the Host Owner himself/herself, is present at all times during which the guest(s) is (are) on the premises of the Facilities, or any portion thereof, up to three (3) [but not more than three (3)] One Day Guest Memberships may be issued for the Host Owner. If the Host Owner is not present at all times during which the guest(s) is (are) on the premises of the Facilities, or any portion thereof, the member of the Host Owner's family to whom the Host Owner's membership extends who is present at all times during which the guest(s) is (are) on the premises of the Facilities, or any portion thereof, must be twelve (12) years of age or older. A One Day Guest Membership terminates at the end of the applicable hours of operation of the Facilities, or portion thereof, on the day for which the One Day Guest Membership was issued.

D.

MEMBERSHIP FEES

The membership fee for each type of membership established by the Association is set forth below:

1. **Towne Lake Full Membership:** A Towne Lake Full Membership is included as a part of the annual maintenance charge paid by owners of lots in Towne Lake. There is no additional fee for a Towne Lake Full Membership.
2. **Heritage at Towne Lake Full Membership:** The annual fee for a Heritage at Towne Lake Full Membership is \$700.00. This membership fee is applicable regardless of the date on which an application is submitted; in other words, the membership fee is not prorated as of the date the membership becomes effective for the remainder of the applicable year. If an owner of a lot in Heritage at Towne Lake sells his/her lot or otherwise terminates the Heritage at Towne Lake Full Membership prior to the end of a year, no portion of the membership fee paid for the year in question will be refunded.
3. **Heritage at Towne Lake Waterpark Membership:** The annual membership fee for a Heritage at Towne Lake Waterpark Amenities Membership is \$350.00. If a person becomes the owner of a lot in Heritage at Towne Lake after May 1st of a particular year, the Heritage at Towne Lake Waterpark Membership fee shall be prorated as of the effective date of the membership through the remainder of the Waterpark Amenities season (which ends on September 30th of that year). If an owner of a lot in Heritage at Towne Lake sells his/her lot or otherwise terminates the Heritage at Towne Lake Waterpark Membership prior to the end of the applicable Waterpark

Amenities season, no portion of the membership fee paid for the Waterpark Amenities season in question will be refunded.

4. **Activity Membership:** The fee for an Activity Membership is either \$25.00 per class or program or ten percent (10%) of the total cost to provide the class or program, if applicable, whichever sum is greater. If a person obtains an Activity Membership and thereafter is unable or decides not to participate in the class or program, no portion of the fee for an Activity Membership will be refunded.
5. **Seasonal Guest Membership:** The fee for a Seasonal Guest Membership is \$100.00 per guest. If a guest obtains a Seasonal Guest Membership and ceases to reside with the Sponsor Owner prior to September 30th of the applicable season or otherwise terminates the membership, no portion of the fee for the Seasonal Guest Membership will be refunded.
6. **Primary Caregiver Access Card:** The fee for a Primary Caregiver Access Card is \$50.00.
7. **One Day Guest Membership:** The fee for a One Day Guest Membership is \$5.00 per guest. Guest fees will only be charged to those guests who are 3 feet or taller.

E.

PHOTO IDENTIFICATION CARDS

All persons six (6) years of age or older who are entitled to use the Facilities, or some portion thereof, by virtue of any type of membership other than a One Day Guest Membership is required to obtain a photo identification card from the Association. The photo identification card will be required for access to the Facilities or any applicable portion of the Facilities.

The charge for the initial photo identification card issued to a person is \$10.00. If a photo identification card is lost, damaged or stolen, thereby necessitating replacement, \$25.00 will be charged for each replacement photo identification card.

F.

TRANSFER OF MEMBERSHIPS

1. **Memberships That May Not be Transferred:** Neither an Activity Membership, a Seasonal Guest Membership, nor a One Day Guest Membership may be transferred.
2. **Memberships that May Be Transferred:** If an owner of a lot in Towne Lake or Heritage at Towne Lake leases his/her lot, the owner may transfer the Towne Lake Full Membership, the Heritage at Towne Lake Full Membership, or the Heritage at Towne Lake Waterpark Membership, as applicable, to the lessee of the owner's lot. Upon the transfer of the membership to a lessee, the owner relinquishes all membership rights and privileges for the duration of the transfer. No membership transfer will be valid or recognized until the owner provides to the Association a true copy of the lease agreement, all required contact information for the lessee, and a written statement that the owner desires to transfer his membership to the lessee. An owner who has transferred his/her membership to a lessee may rescind the transfer at any time. Provided that, no rescission of the transfer of a membership will

be recognized by the Association until the owner notifies the Association in writing; the written notice to the Association must include a statement that the owner has notified the lessee that the transfer of the membership is being rescinded.

3. **Transfer Fee:** A fee in the amount of \$100.00 will be charged for a transfer of a membership by the owner to his/her lessee and for a transfer of a membership back to the owner after the prior transfer to a lessee has been rescinded.

G.

TEMPORARY SUSPENSION OF MEMBERSHIP

A Towne Lake Full Membership, a Heritage at Towne Lake Full Membership, a Heritage at Towne Lake Waterpark Membership, and an Activity Membership may be suspended during a period in which the member is not in good standing with the Association. A Seasonal Guest Membership may be suspended during a period in which the Sponsor Owner is not in good standing with the Association. The Association may refuse to issue One Day Guest Memberships for a Host Owner during a period in which the Host Owner is not in good standing with the Association. A person is not in good standing with the Association if that person (a) remains delinquent in the payment of annual maintenance charges or other assessments thirty (30) days after receiving written notice of the delinquency from the Association, (b) is delinquent in the payment of a fine levied by the Association, (c) has an unresolved deed restriction violation on his/her lot in Towne Lake that has progressed to the stage of a notice of a fine, or (d) is determined to have provided false information to the Association in connection with an application for membership. If membership privileges are suspended for a reason set forth in (a), (b) or (c), above, the membership privileges will not be restored until the condition causing the suspension is resolved. If membership privileges are suspended because the member provided false information to the Association, membership privileges will not be restored until the expiration of a period determined by the Board of Directors of the Association, in its sole discretion, to be appropriate under the particular circumstances.

PART II.

A.

AGREEMENT

This Agreement, between the undersigned (“**Member**”) and the Association is for the following type of membership:

By executing this Agreement, Member acknowledges that Member has read and understands the foregoing description of the applicable types of membership and all of the provisions relating to use, fees, photo identification cards, temporary suspension of membership, and transfer of membership. Member agrees, for himself/herself and for Member’s family members and guests, to comply with all applicable provisions in Part I of this Agreement and the Rules relating to the use of the Facilities or any portion thereof. Member further agrees, for himself/herself and for Member’s family members and guests, as follows:

1. **Hold Harmless:** That the Facilities are primarily recreational facilities managed by the Association. There may not be lifeguards present at all times during which the Facilities, or some portion thereof, are available for use. Some activities, classes or programs may involve the use of equipment at the Facilities, and employees or agents of the Association may provide instructions regarding the use of the equipment. Nevertheless, employees and agents of the Association are not trained to evaluate whether a person is suitable or fit to participate in various activities at the Facilities or to use equipment at the Facilities or to determine what level of physical exertion may be appropriate for Member, any of Member's family members, or any guest of Member. By signing this Agreement, Member, for himself/herself, and for Member's family members and guests, acknowledges that he/she is not relying upon the Association or any employee, agent or representative of the Association with regard to whether Member or any of Member's family members or guests are in appropriate physical condition to use the Facilities, or some portion thereof, to use any equipment at the Facilities, or to engage in any type of exercise at the Facilities. By signing this Agreement, Member, for himself/herself and for Member's family members and guests, agrees to hold the Association and CW SCOA West, L.P., their respective officers, directors, employees, agents, and representatives, harmless from and against any and all claims for injuries to Member, any member of Member's family, and any guests of Member resulting from the use of the Facilities and the use of any equipment at the Facilities.

2. **Photographs:** That the Association may take photographs or video recordings of the Facilities for purposes of illustrating, promoting or advertising the Facilities or promoting the Towne Lake community. By signing the Agreement, Member, for himself/herself, and for Member's family members and guests, consents to the use of all photographs and video recordings of the Facilities which may include photos, recordings, images or likenesses of Member, any of Member's family members, and any of Member's guests for illustration, advertising, promotional purposes and duplication without any form of consideration or compensation to Member or any of Member's family members or guests. Member further agrees, for himself/herself and for all members of Member's family and all guests of Member, that neither Member, Member's family members nor Member's guest shall have any ownership rights or interest in any photographs or video recordings of the Facilities in which Member, a member of Member's family or a guest of Member may appear. Member, for himself/herself, and for Member's family members and guests, agrees to release the Association and CW SCOA West, L.P., their respective officers, directors, employees, agents and representatives from all claims in any manner related to the production or use of photographs or video recordings of the Facilities in which Member, a member of Member's family or a guest of Member may appear.

This Agreement shall not be effective until executed by Member and executed on behalf of the Association.

Towne Lake Membership Agreement	
Home Owner Last Name	
Number in Household	
Address	
Telephone #	
Primary Email:	Secondary Email:
Homeowner Information	
1. Homeowner Name	DOB:
Signature	
2. Homeowner Name	DOB:
Signature	
3. Resident Name	DOB:
4. Resident Name	DOB:
Additional Household Residents	
5. Resident Name	DOB:
School (Circle): Cy-Ranch Anthony Rennell Postma Other:	
6. Resident Name	DOB:
School (Circle): Cy-Ranch Anthony Rennell Postma Other:	
7. Resident Name	DOB:
School (Circle): Cy-Ranch Anthony Rennell Postma Other:	
8. Resident Name	DOB:
School (Circle): Cy-Ranch Anthony Rennell Postma Other:	
9. Resident Name	DOB:
School (Circle): Cy-Ranch Anthony Rennell Postma Other:	
10. Resident Name	DOB:
School (Circle): Cy-Ranch Anthony Rennell Postma Other:	
Heritage Membership	
<i>Names of 2 designated persons and age, if under 21 years</i>	
1. Resident Name	DOB:
2. Resident Name	DOB:
For Association Use Only	
Type of Membership	
Date of Payment	
Method of Payment	<input type="checkbox"/> Cash: <input type="checkbox"/> Credit: <input type="checkbox"/> Check: #
<i>Association Signature</i>	<i>Print Name</i> <i>Date</i>
_____	_____ _____