

# HERITAGE PLACE AT PEARSON PLACE

## PEARSON PLACE AMENITY USER AGREEMENT

This Amenity User Agreement (“Consent”) is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned named and designated Owner(s) (“Owner”). As a condition imposed by the Board of Directors for the Pearson Place at Avery Ranch Owners Association and Heritage Oaks Owners Association prior to permitting Owner access to, and a fob for entry to, the Amenities, Owner acknowledges and agrees as follows:

1. \_\_\_\_\_, is the owner of the residence located at \_\_\_\_\_, Austin, Texas 78717 (“Residence”). The Residence is located in Heritage Oaks at Pearson Place, a subdivision in Williamson County, Texas.
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for Pearson Place at Avery Ranch Owners Association and Heritage Oaks at Person Place Owners Association (“Declaration”). Owner has been provided with a copy of the Declaration and any supplements from time to time.
3. As an Owner of a lot in the Subdivision, Owner is a member of the Heritage Oaks at Pearson Place Owners Association, Inc. (“Association”). As a member in of the Association, Owner is entitled to use and enjoy the Amenities of the Pearson Place at Avery Ranch Subdivision and all other Common Area Improvements (“Amenities”), which include, but are not limited to, the Clubhouse, Pavilion, Swimming pool, tennis/basketball courts. Owner’s rights and privileges with respect to the Amenities are subject to the terms and conditions of the Declarations and any and all rules (“Rules”) promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Amenities. Owner has been provided with a copy of the current Rules.
4. Owner acknowledges that they have been advised that the use of the Amenities by Owner, Owner’s family (including children) and Owner’s guests requires following all of the Rules regarding the safety and welfare of all persons using the Amenities. Owner has been advised that **NO LIFEGUARD IS ON DUTY** at the swimming pool, and that the safety and welfare of Owner, Owner’s family and guests will depend on following all Rules regarding the use of the swimming pool. Owner agrees to be responsible for compliance by Owner, Owner’s family and guests.
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.
7. **Owner will not allow anyone else to use Owner’s fob in order to gain access to the Amenities, nor will Owner allow any minor to use Owner’s fob in order to gain access Amenities.**
8. **Owner will not assist anyone else in gaining access to the Amenities, unless he or she had signed this Agreement.**
9. Owner, Owner’s family, and guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to Amenities by any person.
10. Owner, on behalf of Owner, Owner’s family and guests, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, Certified Management of Austin, LLC Management Company (“Managers”), or any other lot owners in the subdivision (all above mentioned parties collectively defined as “Association Parties”), for any injury to, or death of, any person, or any damages to any property, in, upon or about the Amenities, arising at any time

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and from any cause, except for any claims against any Association Party for any such damage, injury or death which arises out of 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 Amenities 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.

11. In consideration of being permitted to use the Amenities, Owner agrees to indemnify and hold harmless each of Declarant, the Association, the Board of Directors of the Association, Certified Management of Austin LLC, their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors and assigns from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of Owner's, Owner's family or guests or tenants of the Amenities, or as a result of Owner's failure to comply with this Agreement.
  
12. 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, the Association, the Board of Directors of the Association, Certified Management of Austin, LLC Management Company, 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 contents of this Agreement, and Owner signs this Agreement as his/her own free act.**

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

List the names of all family members and their year of birth if the family member is 18 and under who will be using the swimming pool:

\_\_\_\_\_

\_\_\_\_\_

If **Leasing** your home, please have tenants sign waiver below. **TENANTS WILL BE SUBJECT TO ALL RULES.**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Printer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date Received: \_\_\_\_\_

FOB #: \_\_\_\_\_

Date Mailed/Picked up: \_\_\_\_\_