

NOTICE  
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PRESIDENTS CERTIFICATE OF FILING

I, HARRY WOODSTROM, certify that:

I am duly qualified and acting President of the WEST MEMORIAL CIVIC ASSOCIATION, a duly organized and existing Texas non-profit corporation.

The attached instruments are true copies for unrecorded Dedicatory Instruments, as that term is defined by Section 202.001 of the Texas Property Code, pertaining to the WEST MEMORIAL CIVIC ASSOCIATION.

The attached instrument is being presented for recording in the Official Public Records of Real Property of Harris County, Texas, pursuant to Section 2025.006 of the Texas Property Code.

Dated: 11-25-2014

Harry Woodstrom  
Harry Woodstrom, President  
West Memorial Homeowners Association

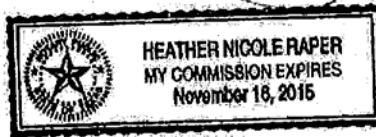
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STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25 day of November 2014, by HARRY WOODSTROM, President of the WEST MEMORIAL CIVIC ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

Heather Raper  
Notary Public in and for the State of Texas



This document is being recorded as a COURTESY ONLY by Roberts Markel Weinberg Butler Hailey PC, without review and without liability, expressed or implied.

ER 064 - 17 - 1924

WEST MEMORIAL CIVIC ASSOCIATION, (which includes WEST MEMORIAL SOUTH, SECTION ONE, WEST MEMORIAL SUBDIVISION SECTION II, WEST MEMORIAL SUBDIVISION SECTION 3 & WEST MEMORIAL SUBDIVISION SECTION 4)

### POLICY AND USE OF POOL FACILITIES BY NON-MEMBERS

Whereas, the WEST MEMORIAL CIVIC ASSOCIATION, (which includes WEST MEMORIAL SOUTH, SECTION ONE, WEST MEMORIAL SUBDIVISION SECTION II, WEST MEMORIAL SUBDIVISION SECTION 3 & WEST MEMORIAL SUBDIVISION SECTION 4 (the "Association") wishes to adopt a policy for the use of the Association's pool facilities by persons ("Non-Members") who are not "Owners" or "Occupants," as such terms are defined in the Association's Declaration of Covenants, Conditions and Restrictions;

The following policy shall govern use of the Association's pool facilities (the "Pool Facilities") by Non-Members. The Association's Board of Directors may modify this policy at any time or from time to time.

1. Non-Members may utilize the Pool Facilities for a single swim season upon (a) payment of the applicable fee for either an Individual Membership or a Family Membership and (b) execution of a Pool Facilities User Agreement (defined below). An Individual Membership shall apply to only one adult person. A Family Membership shall apply to only the parents and minor children of a single family. Individual Memberships shall not be permitted to invite guests. Family Memberships shall be permitted to invite guests on the same basis as Residents.
2. The initial fee for an Individual Membership shall be \$100 per swim season and the initial fee for a Family Membership shall be \$200 per swim season. Such fees are (a) not refundable, (b) may be modified by the Association's Board of Directors at any time or from time to time, and (c) shall not be pro-rated for partial swim seasons.
3. Each Individual or Family Membership will include one pool tag and each Family Membership will also include one pool tag for every listed Non-Member on the membership.
4. Non-Members must execute a Pool Facilities User Agreement (as now existing or hereafter amended, the "User Agreement").
5. An Individual Membership or Family Membership shall apply to only one swim season. Non-Members wishing to use the Pool Facilities for another season must (a) pay the applicable fee for that season, and (b) execute another User Agreement.
6. The Pool Facilities are provided by the Association on an "AS-IS" basis. Non-Members agree to assume all risk of injury, loss or damage to themselves and their family members and permitted guests (the "Non-Member Persons"), or any goods, materials or property, arising out of or in connection with the use of the Pool Facilities.
7. In consideration of being granted access to the Pool Facilities, (a) Non-Members agree to be financially responsible for any and all damage to the Pool Facilities caused by an related Non-Member Person, and (b) Non-Members release and discharge the Association and its directors, officers, committee members and other volunteers, pool management company, property management company and other agents (the "Association Persons") from and against any claims, suits, costs, losses, damages, liabilities, expenses (including, without limitation, attorney's fees) arising out of or in connection with use of the Pool Facilities by any of the Non-Member Persons, *whether or not caused or contributed to by any alteration or omission (negligent or otherwise) of any of the Association Persons.*
8. The Association reserves the right to terminate Individual or Family Memberships, without refund of any portion of the applicable fee, due to any breach or violation of this Policy, the User Agreement or the pool rules by any Non-Member Person.

WEST MEMORIAL CIVIC ASSOCIATION, (which includes WEST MEMORIAL SOUTH, SECTION ONE, WEST MEMORIAL SUBDIVISION SECTION II, WEST MEMORIAL SUBDIVISION SECTION 3 & WEST MEMORIAL SUBDIVISION SECTION 4)

**POOL FACILITIES USER AGREEMENT**

WHEREAS, the Association of WEST MEMORIAL CIVIC ASSOCIATION, (which includes WEST MEMORIAL SOUTH, SECTION ONE, WEST MEMORIAL SUBDIVISION SECTION II, WEST MEMORIAL SUBDIVISION SECTION 3 and WEST MEMORIAL SUBDIVISION SECTION 4) has adopted a policy for use of the Association's pool facilities (the "Pool Facilities") by persons who are not Owners or Occupants (the "Policy");

NOW, THEREFORE, the person executing this Pool Facilities User Agreement ("Agreement") hereby agrees as follows:

1. The person executing this Agreement acknowledges that he or she has been furnished with a copy of the Policy, which is incorporated into this Agreement.
2. By accepting this Agreement, the Association agrees to allow the Non-Member Person (as defined in the Policy) to use the Pool Facilities for a single swim season, subject to the terms and conditions set forth in the Agreement and the Policy.
3. The person executing this Agreement is registering for the following type of membership and represents that all of the information furnished in this Agreement is accurate and complete.

\_\_\_\_ Individual Membership – one adult – (\$100 non-refundable fee for a single swim season in the name of the person executing below)

\_\_\_\_ Family Membership (\$200 non-refundable fee for a single swim season in the name of the person executing below and the other persons listed below who are residents in the household of the person executing the agreement)

Parent or adult household member (names): \_\_\_\_\_

Minor Children (names and dates of birth):  
\_\_\_\_\_  
\_\_\_\_\_

4. The person executing this Agreement agrees on behalf of them self and any listed Non-Member Persons, to abide by the terms of this Agreement, the Policy and the pool rules and regulations that are in effect.

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

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Phone # Cell Phone # Office phone #

\_\_\_\_\_  
Date Date of swim season

ER 064 - 17 - 1926

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12/15/2014 11:18:58 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 24.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS