

WILLOWCREEK RANCH AMENITY CENTER MEMBERSHIP POLICIES & AGREEMENT

NOTE: This document is divided into two (2) parts. Part I defines terms and addresses eligibility for membership, membership fees, and other matters 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 have the following meanings:

1. **Agreement** – This Willowcreek Ranch Amenity Center Membership Agreement.
2. **Association** – Community Association of Willow Creek Ranch, Inc., a Texas non-profit corporation, its successors and assigns.
3. **Facilities** – All Willowcreek Ranch Amenity Center(s), which include the Lodge Amenities, the Stables Amenities, and any other improvements added to the Facilities by the Association.
4. **Amenities** – All amenities within the Facilities, including (but not limited to) the Great Room, Fitness Center, Flex Room, Restrooms, Patio, Playground, Stables, Trails, Paddocks, Arenas, Marina, Beach, Water Toys, and Dock.
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 Fitness Center may differ from the Rules relating to the Beach, including, without limitation, the hours of operation and the maximum number of members entitled to use those amenities at a given time.

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. Limit 6 guests per household, per day. 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 or guests 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. All members and guests agree to be bound by and comply with the Rules, as well as all terms and conditions of the applicable membership plan & membership agreement. Each member may be required to sign a document acknowledging the receipt of a copy of the Rules relating to the Facilities.

C.

MEMBERSHIP

Membership is available only to an owner of a lot in Willowcreek Ranch (“**Willowcreek Ranch Full Membership**”). A Willowcreek Ranch 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.

D.

MEMBERSHIP FEES

The membership fee for a Willowcreek Ranch Full Membership is included as a part of the annual maintenance charge paid by the owner of the lot. There is no additional fee for a Willowcreek Ranch Full Membership.

E.

FACILITY ACCESS KEY FOBS

Each household will be provided with two (2) key fobs for use of the Facilities. Additional fobs may be purchased for \$25.00; however, only members of the household who are 21 years of age or older are entitled to a key fob for Facility access

If a key fob is lost, damaged or stolen, thereby necessitating replacement, \$25.00 will be charged for each replacement fob.

All residents and guests under the age of 17 must be accompanied by an adult Member who is 21 years of age or older, when using the Facilities.

F.

SUSPENSION OF MEMBERSHIP

A Willowcreek Ranch Full Membership may be suspended during a period in which the member is not in good standing with the Association subject to notice to the member as required by law. 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 Willowcreek Ranch that has progressed to the stage of a notice of a fine. 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.

PART II.

A. AGREEMENT

By executing this Agreement or by using the Facilities, Member acknowledges that he/she has read and understands the foregoing provisions relating to use, fees, key fobs, and suspension 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 “use at your own risk” recreational facilities, managed by the Association. There may not be staff or lifeguards present at 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 using the facilities, 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 USING THE FACILITIES, THE MEMBER, FOR HIMSELF/HERSELF AND FOR MEMBER’S FAMILY MEMBERS AND GUESTS, AGREES TO RELEASE AND HOLD THE ASSOCIATION AND CC TELGE ROAD, LP, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR ILLNESS OR 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. THIS RELEASE AND HOLD HARMLESS AGREEMENT INCLUDES DAMAGE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, CC. TELGE ROAD, LP, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ANY SUCH PARTY HEREBY RELEASED.
2. **Photographs:** That the Association may take photographs or video recordings of the Facilities for purposes of surveillance, illustrating, promoting or advertising the Facilities or promoting the Willowcreek Ranch community. By using the Facilities, 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 CC Telge Road, LP, 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.

**COMMUNITY ASSOCIATION OF WILLOW CREEK
RANCH, INC.**

By: 

Print Name: Jarrod Payne

Title: Board Secretary

Date: April 5, 2018