



# The Club at Esperanza and Esperanza Common Areas

## Facility User Rules and Guidelines

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#### **I. Introduction**

The Club at Esperanza and Common Area Facility User Rules and Guidelines (Rules) are established by the Board of Directors (Board) for the Esperanza Community Association, Inc. (Association) under the authority described in the Association's governing documents. These Rules are designed to ensure that the Association serves the best interests of the greatest number of Residents and Resident Guests (collectively, "Facility Users"). These Rules are established to preserve the recreation facilities of the Association for the convenience and enjoyment of Facility Users and apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy The Club at Esperanza and other Common Areas within Esperanza, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all recreational equipment and facilities in and around The Club at Esperanza.

The Association is a family-oriented community that services residents of all ages. The Club At Esperanza and Esperanza Common Areas are meant primarily for enjoyment of Residents of the Association. Residents' Guests may be accommodated only when such accommodation does not infringe upon the

convenience or rights of the Residents. These Rules may be reviewed and amended by the Board at any time at its sole discretion. Any revisions to these Rules will be disseminated to the community through email and/or posting on the Association's website.

It is the Association's policy to not discriminate in the use of The Club At Esperanza and Esperanza Common Areas, the provision of services related to the use of The Club At Esperanza and Esperanza Common Areas, or the application of these Rules based on race, color, creed, ancestry, religion, sex, sexual orientation, familial status, marital status, national origin, handicap, or disability.

## **II. Use of Facilities and Assumption of Risk**

All use of Association facilities and participation in Association programs is purely voluntary. The recreational nature of all Association activities and programs may involve some personal or physical risk on the part of the Facility User. Program participation by a Facility User is therefore an acknowledgement and acceptance of the inherent risks. All Facility Users must sign these Rules and Informed Consent, Release and Waiver Agreement and Facility User's Agreement prior to The Club at Esperanza and Esperanza Common Area use. Additional forms appropriate for trips, activities, sports, clubs, and tours may be required prior to participation in the respective activities.

The Association strives to consistently maintain The Club At Esperanza and Esperanza Common Areas in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily as render an area in less than optimum condition. If such a condition occurs, Facility Users should immediately contact an Esperanza Community Association staff member or the Community Manager for assistance. Absent such notice, the Association will assume the facilities are free of obstruction or hindrance. Injuries, accidents, or other serious incidents must be immediately reported to an Esperanza Community Association staff member or the Community Manager so an incident report can be completed, and any needed action taken.

The Association is not liable for bodily injury, personal injury or inconvenience sustained during the use of The Club At Esperanza and Esperanza Common Areas and any programs presented therein. Further, the Association is not responsible for the loss or theft of any personal belongings of any Facility User, volunteer, vendor, staff member or visitor to The Club At Esperanza and Esperanza Common Areas or any Association facility.

In some cases, the Association may limit participation in activities to persons of certain minimum ages for health and safety reasons and may require the minor's parent or legal guardian to sign and have notarized an affidavit attesting to the minor's age and birth date.

These Rules have been developed to ensure that Facility Users are provided with a safe and enjoyable experience while using The Club At Esperanza and Esperanza Common Areas. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with The Club At Esperanza and Esperanza Common Areas and its Rules.

## **III. Authority**

The Board's authority to adopt these Rules is provided by the Bylaws and the Declaration of Covenants, Conditions, and Restrictions (Declaration). These Rules are binding upon all Facility Users. In addition, the

Declaration provides the Board the means to ensure compliance of these Rules and provides the Association the following rights for violations or abuse of these Rules:

- i. The right of the Association to suspend voting rights of any Member.
- ii. The right of the Association to levy reasonable monetary fines.
- iii. The right to suspend a Facility User's right to use any or all Association amenities.

#### **IV. Membership**

Pursuant to the Declaration, each Owner of a Lot is a Member of the Association. If a Lot is owned by more than one (1) person, all co-Owners are Members of the Association. A Member may invite guests to The Club At Esperanza and Esperanza Common Areas in accordance with the provisions of these Rules. A Member who leases their home surrenders their rights to use The Club At Esperanza and Esperanza Common Areas to the Tenant of the residence during their term of the lease.

#### **V. Access Fobs**

Access Fobs shall mean the product (whether a smart phone application or physical product) required to access The Club At Esperanza and Esperanza Common Areas and to participate in community sponsored events and activities. Access Fobs are issued by the management entity for Esperanza Community Association, Inc. to Owners or Occupants of Lots, provided that the assessments associated with such Lot are no more than 30 days past due, and with proper identification.

1. Access Fobs – Any person who is an "Owner" or "Occupant" as defined in the Declaration of Covenants, Conditions, and Restrictions for the Association has the right to an Access Fob except as described in the Rules. Access Fobs cannot be transferred and may only be utilized by the person of issuance.

In order for the Access Fobs to be issued and remain valid, the Owner(s) must remain a member in good standing with the Association. All assessments must be no more than 30 days past due, and the Owner or Occupant must not have had his or her rights suspended by action of the Association.

2. Suspension. Access Fobs may be suspended or revoked pursuant to the terms and conditions of the Declaration for the following actions by the Owner(s), Occupants, or a member of their respective households:

- i. Use of false information to obtain an Access Fobs.
- ii. Unauthorized use of Access Fobs.
- iii. Violation of the governing documents of the Association, including its Rules.
- iv. Non-payment of assessments or other charges.

3. Allocation – Each Lot will be issued a maximum of two (2) Access Fobs at no charge.

4. Issuance – Occupants seeking to obtain an Access Fob(s) must submit one of the following proofs of eligibility: Driver’s License or other Photo Identification and a Utility Bill showing a qualifying street address, Title Company Closing Document or Valid Lease Agreement. In addition, Occupants must present a signed “The Club at Esperanza and Esperanza Common Areas Facility User Rules and Guidelines” (the “Rules”) which includes an Informed Consent, Release and Waiver Agreement before the Access Fobs will be issued.
5. Tenant Access Fobs - Owners who lease their Lot to an Occupant must relinquish their Access Fobs(s) for the Lot and shall be deemed to have assigned their rights to an Access Fobs to the Tenant of the Lot. Owner shall provide Tenants or Occupants their Access Fobs to be reassigned to the Tenant or Occupant once proof of lease is provided by The Club At Esperanza and Esperanza Common Areas Staff. If the owners do not provide the Tenant or Occupant their Access Fobs, Tenants or Occupants will be required to pay \$25.00 per Access Fobs and Access Fobs will be disabled. Tenant Access Fobs are issued to those individuals leasing a residence within the Association and who have provided a copy of a valid lease agreement. Such access fobs shall have the same rights as Owner Access Fobs but are referred to herein as Tenant Access Fobs for the sake of clarity. In order for Tenant Access Fobs to be issued and remain valid, assessments must be no more than 30 days past due. Tenant Access Fobs shall be revoked at such time as the Tenant no longer resides on the Lot or upon the termination of the lease agreement. If a lease is renewed, the owner must provide The Club At Esperanza and Esperanza Common Areas Staff with an updated lease agreement or written consent that the Tenant’s lease has been renewed along with the terms of renewal.
6. Declarant Access Fobs - As long as the Declarant owns any portion of the Community or has the right to annex property, the Association shall provide the Declarant, free of charge, with as many Access Fobs as the Declarant, in its sole discretion, deems necessary for the purpose of marketing the Community. The Declarant may temporarily transfer the Access Fobs to prospective purchasers of Lots subject to such terms and conditions as it, in its sole discretion, may determine. Use of such Access Fobs shall be subject to these Rules. Access Fobs provided to the Declarant shall entitle the bearer to use all Common Areas and recreational facilities, subject to the availability, payment of admission fees or other use fees charged to Facility Users holding Access Fobs.
7. Temporary Activity Cards - The Board may, at its sole discretion, issue Temporary Access Fobs to persons who have signed binding contracts to purchase a Lot, subject to such policies as the Board may determine. If provided, such Temporary Access Fobs shall expire at closing of the Lot purchase and may be revoked by the Board.
8. Guests – Must be accompanied by a Resident with an active Access Fob while enjoying the Esperanza amenities at all times.

Only those possessing valid Access Fobs and their guests are entitled to use The Club At Esperanza and Esperanza Common Areas. Access Fobs must be presented or swiped on the automatic door locks when entering The Club At Esperanza and Esperanza Common Areas. A fee, in the amount of \$25.00, shall be charged for all replacement or damaged Access Fobs.

## **VI. Code of Conduct**

1. Physical abuse of other Facility Users, The Club At Esperanza and Esperanza Common Areas Staff members, pool monitors, vendors or volunteers is prohibited. Immediate suspension of privileges may ensue and continue until a hearing can be conducted by the Board.
2. Facility Users shall show common courtesy and refrain from harassment of any Facility User, The Club At Esperanza and Esperanza Common Areas staff member, pool monitor, volunteer, or vendor; or otherwise interfere with the management of the Association.
3. Any guest that is under the age of 14 must be accompanied by a Resident that is at least 18 years of age at all times while enjoying any of the Esperanza amenities. Residents are responsible for their conduct and the conduct of their guests and the Owner's Lot is subject to any ramifications, disciplinary, and/or financial consequences due to individual or guest actions.
4. Residents are prohibited from profiting financially from their membership by charging guests for use of The Club At Esperanza and Esperanza Common Areas.
5. Facility Users will not engage in unsafe activities or actions that compromise the safety of themselves or others.
6. Facility Users must obey all safety rules and shall stop unsafe activity as instructed by Association staff members or pool or appointed volunteers or vendor partners.
7. Proper dress is required in The Club At Esperanza and Esperanza Common Areas at all times, and specific attire may be designated by the Board for specific events, areas, and locations. Unless otherwise specified, appropriate casual attire is required in all areas in and around The Club At Esperanza and Esperanza Common Areas. Appropriate casual attire for men and boys includes footwear, shirts and either pants or shorts. For women and girls, footwear, blouses/shirts, and pants/skirts/dresses and/or shorts are appropriate. Upper body garments must be worn in all activities, except for men using the aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor fitness/sports areas and should include proper footwear. Sport bras are not considered upper body garments and must be worn with an accompanying shirt. Offensive graphics, language or slogans are not permitted on clothing.
8. The Club At Esperanza and Esperanza Common Areas and all Association amenities areas are tobacco and drug-free environments.
9. Pets are prohibited from entering any of the Esperanza Facility buildings and pool enclosure area; except those aiding a person with a disability, unless authorized by Association Staff for a community event. Pets must be kept on a leash and at no time will any pet be left unattended outside of the Esperanza Facilities.
10. The Association is not responsible for lost or stolen items.
11. All Facility Users must present their Access Fobs for admission to and use of the facility. The fob must be carried while using any of The Club At Esperanza and Esperanza Common Areas amenities. If a Facility

User forgets their Access Fobs, a mandatory replacement will be required and shall be charged to the Lot Account for future entrance into the facility.

12. Staff reserves the right to take reasonable actions deemed necessary for the safety of Facility Users or protection of equipment.
13. Facility Users who violate these Rules may be asked to vacate The Club At Esperanza and Esperanza Common Areas and may be reported to the Board for disciplinary action, as appropriate.
14. Any Facility Users who conduct themselves in an unbecoming manner or who knowingly violate these Rules are subject to disciplinary action by the Board, including suspension of membership privileges and an imposition of fines, subject to the terms of the Association governing documents. Association staff may immediately remove Facility Users who do not abide by these Rules and will be reported to the Board for disciplinary action, as appropriate.
15. Owners may be requested to appear before the Board to discuss an infraction of these Rules by the Residents, their Guest or Occupant of their leased residence. Residents also have the right to appear before the Board if disciplinary action is being considered. Such rights are dictated by the Association governing documents.

## **VII. Esperanza Amenity Operations**

1. Supervision – At no time may a child under the age of 14 be left at The Club At Esperanza and Esperanza Common Areas or any of the amenity areas that is not accompanied by a Resident that is present and available on the premises who is at least 18 years of age. Parents, guardians, or persons responsible for the care of minor children are required to adequately supervise the minor children under their care while enjoying the Esperanza amenities. If an unattended child appears to be lost, is being disruptive, or if in the judgment of The Club At Esperanza and Esperanza Common Areas staff, his or her safety is jeopardized, The Club At Esperanza and Esperanza Common Areas staff will make an attempt to locate the parent, guardian, person responsible for the care of the child. If the parent, guardian, person responsible for the care of the child cannot be located, the child may be placed in the care of the local law enforcement agency. The Club At Esperanza and Esperanza Common Areas staff will not, under any circumstances, be responsible for determining whether an apparent parent, guardian, or person responsible for the care of a minor child is legally authorized to oversee or provide for the care of the minor child.
2. Complaints - Complaints regarding staff members or contracted labor should be directed in writing to the Community Manager. The Community Manager will make reasonable efforts to promptly resolve the conflict. Due to employee's right to confidentiality, it may not be possible to provide information to a complainant regarding the status of a complaint when it involves a personnel action. Under no circumstances will Facility Users interfere with, attempt to discipline, or otherwise direct Staff in the course of Association business. Facility Users shall not request special personal services from the staff of The Club At Esperanza and Esperanza Common Areas or the Association.
3. Soliciting - Soliciting is prohibited unless the Board of Directors gives its prior written consent. Solicitation pertaining to Association or Declarant business is permitted on a limited basis.

4. Advertising - Notices, advertisements or posters of any kind may not be placed or distributed in or around The Club At Esperanza and Esperanza Common Areas without the prior written consent of the Board. Association Community Partners may be permitted to advertise at the discretion of the Board of Directors.
5. Cell Phones - Cell phones should be silenced when attending any meetings, during performances or at any events. When using The Club At Esperanza and Esperanza Common Areas (including the pool areas) cell phone users should respect others by leaving the area to take a call and moderating voice tone to avoid disturbing others. The use of a radio-style phone, in walkie-talkie mode, is prohibited, except by vendors or staff while conducting business. Residents and guests shall at all times use headphones when listening to music or other broadcasts on cell phones.
6. Photographic Equipment - Photography of any kind is not permitted inside the restrooms. When using photographic equipment of any kind, residents should take care not to inadvertently include in the photo or video any person who has expressed a wish not to be so included.

Photographic equipment is permitted in public spaces of The Club At Esperanza and Esperanza Common Areas, such as the pool area, lobby, community room, pavilion, and parks for the purpose of photographing events (dance recitals, birthday parties, etc.) for personal use.

By execution of the Facility User's Agreement, Residents and their guests authorize the Association and Declarant's use of any photography performed during Association events and activities.

No commercial photography still or video is permitted anywhere in the facilities without the prior written approval of the Board. The Declarant is excluded from this guideline.

7. Roller skates (including shoes with wheels on the heel), skateboards, rollerblades, bikes, and scooters, including self-balancing motorized scooters are prohibited from being used within The Club At Esperanza and Esperanza Common Areas, including parking lot, unless authorized by Association staff for a fitness or community event.
8. Food and Drink - Water and sport drinks in a closed container only, are permitted in the Fitness Center. Ceramic, china, glass, or other breakable containers are not permitted in the facility at any time unless approved by Esperanza staff.
9. Esperanza staff may be permitted to search all ice chests and bags prior to allowing entrance to The Club At Esperanza and Esperanza Common Areas. No person under the influence of any illegal substance may utilize The Club At Esperanza and Esperanza Common Areas amenities.
10. Equipment Use - Furniture, equipment and supplies are the property of the Association and shall not be removed from The Club At Esperanza and Esperanza Common Areas without the prior written permission of Association Staff. While certain Association-owned items may be stored or set-up in a particular room, these items remain the property of the Association and may be relocated by Association Staff or used for other activities or events as needed.



11. Facility Scheduling - In order to accommodate the large number of residents who utilize the facilities, it is necessary to properly schedule activities. Use of Association facilities is on a first-come basis with scheduled reservations taking priority. The room schedule is established and maintained by the Association Staff in accordance with policies and procedures established by the Board of Directors from time to time, as amended.
12. Programming Fees - In addition to the fees for Common Assessments which support the general management and administration of the Community Association, user fees and charges may be assessed to support the cost of additional lifestyle and fitness programs and services such as classes, trips and special events. Space or tickets cannot be reserved without payment. The Association adheres to a "No-Refund" policy for reservations for activity programs except in instances where a program is cancelled by the Association. Residents who are unable to attend an event or program are encouraged to coordinate with Association Staff to find a resident to purchase the ticket. Under no circumstances can the amount charged be more than the stated price of the event/ticket. For extreme circumstances, a refund request maybe presented to the Community Manager for consideration.
13. Event and Program Registration - Residents may register for various activities and classes upon presentation of a valid Access Fob.

#### **VIII. Parking Policy**

1. The parking lot is available to residents and their accompanied guests during The Club At Esperanza and Esperanza Common Areas hours of operation. No overnight parking is permitted.
2. Parking is available on a first come, first serve basis.
3. Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its Agents, Board, Insurance Company and Management are not responsible for theft, damage, or loss.
4. Safe and proper speeds must be maintained while driving in the parking areas.
5. Residents must observe all posted signs including but not limited to stop signs, one-way signs, posted speed limits, and/or entrance/exit signs.
6. Handicapped spaces are reserved for those displaying the proper license plate or government issued placard.
7. No parking is permitted at any time in posted areas prohibiting parking, traffic lanes, front of trash doors/bins or gates or building entrance/exits, reserved, or assigned parking spaces, and fire or emergency lanes.
8. No trailer, camper, dune buggy, boat, or any other recreational vehicle shall be parked in any portion of The Club At Esperanza and Esperanza Common Areas.
9. Vehicle maintenance or repair work of any kind in The Club At Esperanza and Esperanza Common Areas parking area is prohibited.

10. Washing, waxing, detailing, and servicing vehicles in any way in the parking area or any other location on the premises is prohibited.
11. Use of parking lot for Driver control/safety training is prohibited.
12. Towing Policy - Decisions to tow a vehicle from The Club At Esperanza and Esperanza Common Areas shall be that of the Community Manager. Effort will always be made to contact the owner of a vehicle that may be towed, prior to towing, except in the case of an emergency.

The Club At Esperanza and Esperanza Common Areas Manager, on behalf of the Association Board, may cause the removal of a vehicle parked within The Club At Esperanza and Esperanza Common Areas property to be towed if the vehicle is parked in violation of any of the following:

- i. The vehicle has been issued a notice of parking violation, and forty-eight (48) hours have elapsed since the issuance of that notice.
- ii. The vehicle is parked overnight or past the posted hours of operation of The Club At Esperanza and Esperanza Common Areas.
- iii. The following violations may necessitate immediate towing without prior notice.
  - a. The vehicle is parked in a marked fire lane.
  - b. The vehicle is parked within fifteen (15) feet of a fire hydrant.
  - c. The vehicle is parked in a manner that interferes with ingress, egress, and access to The Club At Esperanza and Esperanza Common Areas, handicap access areas, gates, doors, garbage bins, etc.
  - d. The vehicle is parked in a manner that impedes the flow of traffic.
  - e. The vehicle is parked in a space designated for handicapped parking without proper authority or placard/decal.
  - f. The vehicle is parked in a designated reserved parking space.
  - g. The vehicle is parked in any location designated as "No Parking" by either signage, painted curb, or other method of designation.

**IX. Fitness Center** – The Fitness Center is a private facility for Residents. Personal trainers may be made available to Facility Users at a fee for training purposes and workout coordination. Residents shall not be permitted to use a private personal trainer until such time as such Personal Trainer has signed a Facility User Agreement and Resident has full responsibility for any actions of such Personal Trainer. A fee for such Approval may be charged to the Personal Trainer at the sole discretion of the Board of Directors.

1. All Facility Users should check with their doctor before they engage in a more physically active lifestyle or exercise program.
2. All Facility Users using the equipment in the Fitness Center do so at their own risk. Facility Users may be restricted from utilizing the Fitness Center or specific equipment in the Fitness Center based on safety considerations, including recommendations of equipment suppliers or manufacturers.
3. Proper attire is required in the Fitness Center – shirts are required at all times.
4. Appropriate athletic shoes must be worn at all times. Sandals, Crocs™ style, and/or open-toe shoes are not allowed.
5. After use, Facility Users must wipe down all equipment with the sanitation wipes provided. Workout towels are not provided.
6. All electronic devices must be used with headphones. Facility Users are responsible for providing their own headphones to be used with television-equipped cardio equipment. Facility Users should keep all audio to a personal level that is inaudible to other users.
7. Slamming or dropping of weights and equipment is not permitted.
8. All weights must be re-racked by user.
9. Any moveable equipment must be returned to its regular location upon completion of use.
10. No one under the age of 15 is permitted in the Fitness Center.
11. Guests are not permitted to use the fitness center at any time.
12. Fitness Center door may not be propped or held open under any circumstance.
13. Fitness Center access may be revoked due to misuse of equipment or misconduct or violations of these Fitness Center rules.
14. Pets are not permitted. This rule does not apply to service animals required for person(s) with special needs.
15. Facility Users must swipe their Access Fob to enter. Only one entry permitted at a time.

16. Facility Users are responsible for securing their valuables.

17. No smoking or vaping is permitted at any time.

**X. Swimming Pools** - are private facilities for Facility Users. SWIM AT YOUR OWN RISK. The following rules apply to the use of the Association pools. Additional rules may be posted at the pool:

1. If there is a disagreement on the interpretation or intent of any of the following rules, the Association Staff/Pool Monitors will make the final determination as to the interpretation or intent of the rule(s) in question.
2. For purposes of these rules, (the "Pool Area") is defined as all of the area located within the fences and gates at The Club At Esperanza facility.
3. Swim at your own risk at all times.
4. All Owners must register their family and guests, accompany them at all times and are responsible for their actions.
5. No swimming permitted outside of pool hours provided by management.
6. A maximum of 5 guests are allowed per household per day.
7. A Resident at least 18 years of age must accompany all children under the age of 14 and their guests and is responsible for their actions. Please refer to the Esperanza Rental Policy if your guest count exceeds the daily limit.
8. Parents are responsible for the actions of their children
9. Facility Users must not compromise the cleanliness of the pools, or subject other users to unhealthy conditions.
10. Facility Users are required to wear appropriate swimwear at all times. Thongs are strictly prohibited. No street clothing such as undergarments, sports bras, basketball shorts, jean shorts or cargo shorts are allowed. White t-shirts or tank tops are permitted over an appropriate swimsuit. Association Staff/Pool Monitors will make the final determination if certain swimwear is disallowed in the Pool Area. Nudity is strictly prohibited.
11. Any person who is not fully toilet trained or incontinent must wear appropriate waterproof clothing, such as swim diapers or swim pants, when entering or being carried into a pool. In addition, rubber or plastic pants over the swim diaper are recommended. No regular diapers are permitted in the pools.

12. Swimmers with a cold virus, communicable disease, open sores, ear, or nasal discharge are not allowed in the pools. Association Staff/Pool Monitors will make the final determination if a swimmer is prohibited from utilizing the Association facilities due to any of these conditions.
13. No pushing, fighting, dunking, towel snapping or horseplay. No climbing on or around the Lazy River wall.
14. Running or diving (including somersaults, back dives, cannon balls, preacher seats, can openers, or similar type of entries) into the pools is prohibited.
15. Pool gates must be kept locked at all times. Gates may not be propped open.
16. No bicycles, skates, skateboards, etc. (including tennis shoes with rollers) are permitted within the Pool Area as they may damage the surface. Baby strollers are allowed.
17. No Bluetooth or portable speakers are allowed, but headphones may be used. However, water exercise classes may use sound equipment as necessary to conduct their programs.
18. The Pool Area is reserved for walking, safety, and emergency purposes. No obstruction of any kind will be permitted in this area.
19. Food and beverages are permitted in the Pool Area, but **not in** the pools. No ceramic, china, glass, or other breakable containers are allowed anywhere in the Pool Area. Trash containers are available, and Facility Users must clean-up after themselves. The Pool Monitor and/or Association staff may search any ice chests/coolers at any time. No oversized ice chests/coolers are allowed within the Pool Area.
20. Inflatables are permitted at the discretion of the Association Staff/Pool Monitors. For safety reasons, if at any point the inflatables obstruct the view of swimmers, the resident may be asked to remove the inflatable from the pool. HOA-provided floats are allowed in the Lazy River. Only safe "aquatic balls" or balls specifically intended for use in swimming pools are allowed to be used within the Pool Area at the sole discretion of the Association Staff/Pool Monitors.
21. All children under the age of 14 must be accompanied by a Resident at least 18 years of age while in the Pool Area. Facility Users may be asked to provide proof of age if requested by Association Staff/Pool Monitors.
22. Hanging, swinging, or pulling on aquatic equipment or features is not permitted.
23. Stair rails are installed to assist and guide pool users. Standing, hanging, or sitting on the stair rails is prohibited.
24. During busy times Facility Users will be asked to share lanes or circle swim and may be asked to limit swim time.

25. During thunder and lightning storms or other inclement weather conditions, Residents and their guests must clear the Pool Area. Any Facility User failing to abide by Association Staff/Pool Monitors' instructions, stated policy or safety rules will be asked to leave the Pool Area. The judgment of Association Staff/Pool Monitors with respect to safety, decorum and sanitation will prevail. Repeat offenders may be subject to facility suspension pending a Board hearing.
26. In the swimming pools, chemicals are used to ensure a sanitary and safe water environment. Conditions are tested and documented on a regular basis. If unacceptable conditions occur, Association Staff/Pool Monitors reserves the right to close the pool at any time to preserve the health and well-being of Facility Users.
27. Chemicals are used in the pool water that may cause damage to swim wear. The Association will not be responsible for any such damage.
28. Patio furniture in the Pool Area shall not be removed. The pool furniture is to remain on the pool deck and out of the pools. Only HOA-provided furniture is allowed in the Pool Area.
29. Facility Users should immediately report fecal, vomit or any pool contamination incidents to an Association Staff/Pool Monitor.
30. Climbing on or over the Pool Area fence/gates is prohibited. Violators, whether Residents or Resident's guests, may be subject to the deactivation of key fobs, fines and/or prosecution. When Association Staff/Pool Monitors are not on-site, Residents should contact the Kendall County Sheriff's Department regarding such trespass.
31. If a child is under 48 inches in height, an adult at least 18 years of age must be within 10 feet of the child unless the child is wearing a Coast Guard approved life vest. This rule will not apply to children under 48 inches in height who have passed a swim test administered by an appropriate party.
32. Unauthorized persons will be asked to immediately vacate the premises and may be reported to the local authorities as trespassers. During non-business hours, concerned residents should report trespassers to the Kendall County Sheriff's Department.
33. No smoking or vaping is permitted at any time.
34. Pets are not permitted in the Pool Area. This rule does not apply to service animals.

**XI. Community Room** – The Community Room is intended for the use of events, meetings and private or community group reservations. Use of the Community Room for any other purposes is subject to Board Approval. The rooms may be reserved through the Association staff. Please refer to the Rental Policy for additional information.

1. Misuse of equipment (TVs, furniture, surround sound equipment, etc.), profane language, fighting, horseplay or other aggressive play, bullying and unwelcoming behavior is prohibited. These

behaviors should be reported to Association staff immediately. Such behavior may result in loss of access for a period of time as determined by the Board of Directors.

2. Under no circumstance will open flame grills, fire pits, or smokers of any kind be used in the Community Room.
3. Food and beverages are permitted in the Community Room; however, Facility Users must clean up any trash or debris caused by the food or beverages.
4. Residents and/or Guests under the age of 14 must be accompanied by a Resident that is at least 18 years of age.
5. Pets are not permitted in the Community Room unless as authorized by the Association staff in private or special functions, and only within specially designated areas. This rule does not apply to service animals.
6. Unauthorized Facility Users will be asked to immediately vacate the premises and may be reported to the local authorities as trespassers. During non-business hours, concerned residents should report trespassers to the Kendall County Sheriff's Department.
7. Personal sound-producing equipment that disrupts others is prohibited. Facility Users may use personal stereo devices that emit sound levels that do not disturb others, if a complaint is brought to the Association staff's attention that Facility User will be asked to either use headphones or turn off their device.
8. Proper attire and shoes must be worn at all times by all Facility Users including children.
9. No smoking or vaping is permitted at any time.

**XII. Roca Loca Lawn** – a private facility for all Facility Users.

1. Hours are 8 am – 10 pm
2. Use is first come, first served for Club Members & accompanied guests
3. Exclusive use of lawn must be reserved through the HOA Lifestyle Director
4. Trash must be collected upon departure
5. No glass containers
6. No loud music unless associated with an approved event
7. Use of bandstand and firepit must be authorized by the HOA Lifestyle Director
8. Please clean off table after use
9. Bicycles, skateboards, and skates are not allowed inside the lawn
10. Do not prop gates open to The Club
11. The lawn is under 24-hour surveillance
12. Restrooms are available in the Community Room
13. Grills must be attended at all times. Clean grilling area and do not dump charcoal. Management reserves the right to restrict grills on the lawn at any time.

14. Any violations are subject to fines and/or loss of Club privileges at the sole discretion of the HOA Management
15. No smoking or vaping is permitted at any time.
16. No organized sports practices or games of any character may be held at the Roca Loca Lawn.
17. Use of the fire pit must be arranged through the Lifestyle and Club Director. The fire pit must be secured (locked) after each use.

**XIII. Sand Volleyball Courts** – a private facility for all Facility Users.

1. Hours are 8 am – dusk
2. The courts are for the use of Club Members and their accompanied guests. A Club Member must be present at all times
3. Maximum play time is 1 hour if other members and guests are waiting to use the courts
4. Please use good sportsmanship at all times
5. These courts are operated on a first come, first served basis. Reservations are not accepted and holding a court to prevent other members and their accompanied guests from playing is not allowed
6. No abusive use of the equipment and/or courts
7. No climbing/hanging on the poles or nets
8. No abusive language, threatening conduct, excessive noise, or loud music allowed
9. No loitering or littering allowed
10. No relocating of sand outside of the courts
11. No glass or other breakable items allowed on the courts
12. No food or drink are allowed on the courts
13. Please pick up your trash and deposit in the proper receptacles
14. The courts are not a sandbox – no children are allowed on the courts unless playing a game of volleyball
15. No pets allowed on or near the courts
16. No smoking or vaping is permitted at any time
17. No consumption of alcohol is allowed unless specifically approved in advance in writing by the Association during sanctioned HOA events
18. Rakes and shovels will be provided by the Association and must remain at the sand volleyball facility. Please rake the court after use to even out the courts, remove any debris and to keep the sand dry and soft.
19. Play at your own risk. In the event of an accident or injury, call 911 immediately. The Association and the management company are not responsible for any accident or injury
20. The HOA and management company assumes no responsibility for the loss, theft, or damage to personal property
21. Any violations are subject to fines and/or loss of Club privileges at the sole discretion of the HOA



#### XIV. Community Room Rental Policy and Rules

Thank you for your interest in having your event at the Esperanza Community Room (the “**Community Room**”). In order to ensure your event is a success, please review this Community Room Rental Policy and Rules (this “**Policy**”), regarding rental and utilization of the Esperanza Community Room. The Club At Esperanza and Esperanza Common Areas Facility User Rules and all other Esperanza rules and regulations are always in effect and apply during rental periods. The Esperanza Community Room rental request (the “**Community Room Rental Request**”) is attached hereto and incorporated herein and must be completed in its entirety for all events.

A reservation of the Community Room is on a first-come, first-served basis, and the reserved Community Room and times may not be shared if a prior, conflicting reservation has been made. An Owner interested in the rental of the Community Room may complete the applicable packet on the EsperanzaHOA.com website (or pick up the applicable packet at the HOA office at the Community Center). At the time a reservation is made, a check or money order (no cash), for the security deposit in the amount of Three Hundred and No/100 Dollars (\$300.00) (the “**Security Deposit**”), must be delivered to the Manager, along with a completed packet and, if applicable, certificate(s) of insurance. The Owner renting the Community Room must sign and execute the Community Room Rental Request. Regardless of whether the Community Room Rental Request is executed, the Owner is bound by the Community Room Rental Request.

Upon receipt of the completed Community Room Rental Request, payment of the Rental Fee and Security Deposit, and all required additional documentation, the Manager will send an email confirmation of an approved event, date, and time. Reservations not posted and evidenced by a fully executed Community Room Rental Request may not be honored. Owners may not access the rented Community Room prior to the scheduled time, nor remain in the rented Community Room after the scheduled time.

The Community Room Rental Request may be denied or revoked by the Manager or the Board of Directors, in its sole discretion, with no reason being given. A reserved event may be terminated during the event if, in the judgement of the Manager, it poses a threat or harm or danger to (i) the Community Room; (ii) any facility, Improvement or Property; (iii) other Owners or their guests; or (iv) the loss of quiet enjoyment by other Owners or Occupants.

##### Community Room Rental Rules

- An Owner may reserve the Community Room on an exclusive basis. Only Owners may reserve the Community Room for events. Reservation of the Community room **ONLY** includes the use of the Community Room and does not include the use of any other facility, including the pools, unless pool access is specifically requested on the **Community Room Rental Request Form** and such pool access is approved by the HOA. Any gathering that includes ten (10) or more people is considered a private event.
- **Residents Only.** The Community Room (including adjacent restrooms) may only be rented by an Esperanza Resident.
  - Owners are responsible for all guests.
  - Owners must be present for the entirety of the event.
  - Owners must be in good standing with the Esperanza Community Association, Inc. (the “**Association**”).

- **Rental Rates and Security Deposits.** The rental rate and the Security Deposits for use of the Community Room are as set forth in this Policy. The Security deposit secures the rental time, location, and date. To receive a full refund of the Security Deposit within fourteen (14) days after an event, an Owner must:
  - Remove all garbage, place garbage in a dumpster and replace garbage can liners.
  - Fold up tables, return chairs to the carrier and wipe down all tables.
  - Sweep, mop and/or vacuum the rented Community Room.
  - Take down all decorations or event displays. Owners may not place any decorations or displays on any Community Room wall at any time.
  - Clean and restore the rented Community Room to its pre-rented condition and satisfaction and approval of the Manager.

Failure to complete any of the above requirements for a full refund of the Security Deposit will result in forfeiture of the entire deposit. The Manager and/or Board of Directors reserves the right to review the refund of the Security Deposit on a case-by-case basis.

In the event use of the rented Community Room exceeds the time reserved, the Owner will forfeit the entire Security Deposit. **Food and Drinks.** The Owner may bring food and beverages into the rented Community Room. If the Owner desires to have alcohol available at the event, the Owner must notify the manager in advance. Use of propane to heat or cook food is prohibited.
- **Set Up and Breakdown.** The Owner is solely responsible for the set up and breakdown of the event. At no time will furniture from one (1) area of the Community Center be relocated to another area.
- **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
- **Duration of Events.** Unless otherwise authorized by the Manager, each rental shall be for four (4) hours. No rentals will begin before 9:00 am or continue past 10:00 pm.
- **Available Hours.** Two (2) additional hours may be reserved at Fifty and No/100 Dollars per hour with seven (7) days prior notice to and approved by the Manager. Additional hours must be within the 9:00 am – 10:00 pm timeframe and run concurrent with the rental time. All private events, including clean-up, must be completed by 10:00 pm.
- **Usage.** Rentals are for private use only i.e. birthday parties, anniversary parties, baby showers.
  - No open access to the public is allowed.
  - No profit generating opportunities allowed.
  - No soliciting.
  - No promotion of business.
  - No onsite sales.
  - Usage of the Community Center sound system is prohibited.
- **Order of Rentals.** Rentals will be considered in the following order:
  - **Declarant**
  - **Board of Directors**
  - **Developer marketing and sales events**
  - **Association events**
  - **Association Committee meetings and events**
  - **Clubs/Classes**
  - **Private events**
- **Maximum Capacity.** The maximum capacity limit of 129 individuals in the Community Room shall not be exceeded at any time.

- **Noise.** The volume of live or recorded music must not violate applicable Kendall County, Texas, noise ordinances, or unreasonably interfere with the quiet enjoyment by other Owners and Occupants.
- **Bounce Houses and Other Structures.** Bounce houses and similar structures are not permitted on Common Area.
- **Insurance Requirements.** The Manager reserves the right to require additional liability insurance coverage for any event that it determines, in its sole discretion, needs such liability coverage. Additional liability coverage will be required for all events that use catering services. The Association shall be named on any required insurance policy as an additional insured. A copy of any required insurance policy and/or certificate of insurance must be provided to the Manager on or before seventy-two (72) hours prior to the event.
- **Surveillance Cameras.** Surveillance cameras may be used in the Esperanza community at all times.
- **Community Room Rental Rate.** The rental rate is \$50.00 for the initial 4 hours.
- **Community Room Security Deposit.** The security deposit is \$300.00.

### **Indemnification**

Owner agrees that by submission of the Community Rental Request, he/she will be held liable for all damages, losses and expenses incurred by the Association caused by acts and/or omissions of the Owner, or any of his or her guests, agents, officers, directors, employees, consultants, or similar persons. Further, the Owner agrees to indemnify, defend and hold the Association harmless of all claims, suits, judgments, damages, losses and expenses, including but not limited to court cost, expert witnesses, consultation services and attorney fees, arising from all acts and/or omissions of the Owner, or any of his/her guests, agents, officers, directors, employees, consultants, or similar persons.

Nothing contained in this Policy or the Community Room Rental Request shall be construed as a waiver of the Associations' limitations on liability.



## COMMUNITY ROOM RENTAL REQUEST

### Rental Request

#### OFFICE USE ONLY

DATE: \_\_/\_\_/\_\_\_\_  
FINAL APPROVED DATE  
OF THE COMMUNITY  
ROOM RENTAL

#### 1. OWNER INFORMATION

Name: \_\_\_\_\_ Submitted On: \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_ am/pm

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Cell Work/Home

**I UNDERSTAND THAT THIS REQUEST IS ONLY FOR THE USE OF THE COMMUNITY ROOM AND DOES NOT INCLUDE THE USE OF ANY OTHER ESPERANZA FACILITIES, INCLUDING THE FITNESS CENTER AND POOLS.**

\_\_\_\_\_  
Owner signature of acknowledgement Date

#### 2. RENTAL INFORMATION

Event Name: \_\_\_\_\_

Description: \_\_\_\_\_

**Date(s) and Time(s):**

Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_:\_\_\_\_ am/pm (includes set-up)

Expected Number of Attendees: \_\_\_\_\_ End Time: \_\_\_\_:\_\_\_\_ am/pm (includes clean-up)

Any additional information:

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**Repeat: Yes/No**

**If yes, how often: (Ex. Once a week or every Monday and Thursday)**

**Alternate Date Request: (In case the initial date requested is not available, please indicate another request option)**

Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_:\_\_\_\_ am/pm (includes set-up)

Expected Number of Attendees: \_\_\_\_\_ End Time: \_\_\_\_:\_\_\_\_ am/pm (includes clean-up)

**Community Room Rental Rate.** The rental rate is \$50.00 for the initial four (4 hours). Two (2) additional hours may be reserved at Fifty and No/100 Dollars per hour with seven (7) days prior notice to and written approval by the Manager.

**Community Room Security Deposit.** The security deposit is \$300.00.

**3. Pool Access.** The pool may be reserved in conjunction with the Community Room provided arrangements are made two weeks in advance of the event. If you desire pool access, please provide the following information (**if no information is provided, pool access is denied**):

Number of Swimmers \_\_\_\_

Note: If pool access is requested, arrangements must be made two weeks in advance to acquire pool monitors. Full pool monitor coverage is required during any pool rental event and the fees for the pool monitors must be paid two weeks in advance of the event. The maximum number of guests for the pool is 25 guests and all guests must vacate the pool at the end of the allotted time. All swim guests are required to wear wrist bands provided by the HOA.

**4. ADDITIONAL INFORMATION (i.e. number of tables/chairs requested):**

Use the space below to list any additional information

**YOU ARE RESPONSIBLE FOR ENSURING THAT ALL VENDORS SUBMIT A COPY OF THEIR BUSINESS LICENSE AND A CERTIFICATE OF LIABILITY INSURANCE NAMING THE ASSOCIATION AS THE CERTIFICATE HOLDER.**

4. **“As is Condition”: Own Risk.** The Association makes no warranty or representation regarding the physical condition of the facilities, the furniture, fixtures and other personal property within the facilities or their safety, security or suitable of use. No oral representation by the Manager or their staff shall constitute any kind of warranty whatsoever. Owner acknowledges the Owner’s use is at their own risk and the Association or Manager shall not be liable to Owner or to Owner’s family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by an act, omission or neglect of Owner or Owner’s family , guests, invitees, agents and employees or any third party. Owner acknowledges and agrees that the Association or the manager is not responsible for damaged, lost or stolen personal property.
5. **Indemnity.** To the fullest extent permitted by law, Owner hereby does and agrees to indemnify, protect, hold harmless and defend the Association and their respective officers, directors, employees and agents from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgements, penalties, liabilities, debts cost and expenses, including court costs and attorneys’ fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or cause whatsoever, including without limitation, claims for injuries to or death of any person, or damage to or loss of any property of any person or entity directly or indirectly (collectively, **“Liability”**) arising out of, caused by, in connection with, or resulting from Owner’s reservation and Owner’s use of the facilities. Owner expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of the Association or their officers, directors, employees, and agents. This provision shall survive the termination of this Agreement.
6. **Release.** Owner hereby releases the Association and their respective officers, directors, employees, and agents from liability for any claims with respect to the facilities, including negligence of the Association and their respective officers, directors, employees, and agents. This provision shall survive the termination of this Agreement.
7. **Acknowledgement of Receipt of Rules.** Owner hereby acknowledges receipt of the attached Esperanza Community Room Rental Policy and Rules (the **“Policy”**) and hereby agrees to abide by the Policy and to inform their family, guests, invitees, agents and employees who use the Community Room of the Policy and that their compliance with the Policy is required. Owner hereby agrees to clean and restore the rented Community Room to meet or exceed its pre-rented condition, within the reserved time period, including, but not limited to, removal and disposal of all event associated trash from the rented Community Center or any Common Area.

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**Owner Signature**

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**Printed Name**

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**Esperanza Representative Signature**

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**Printed Name**

## OFFICE USE ONLY – DEPOSITS & APPROVAL INFORMATION

Amount of Deposit: \$ \_\_\_\_\_ Received On: \_\_\_\_\_ Received By: \_\_\_\_\_

Form of Payment: Check # \_\_\_\_\_ Money Order # \_\_\_\_\_

Amount of Rental Payment: \$ \_\_\_\_\_ Received On: \_\_\_\_\_

Received By: \_\_\_\_\_ Form of Payment: Check # \_\_\_\_\_ Money Order # \_\_\_\_\_

Manager Action: Reviewed & Approved \_\_\_\_ Not approved \_\_\_\_ Initials: \_\_\_\_ Date: \_\_\_\_\_

Pool Access Approved \_\_\_\_ Not Approved \_\_\_\_ Initials: \_\_\_\_ Date: \_\_\_\_\_

Rental Status: Tentative Cancelled Day: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Cancelled Day: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

### Notes:

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- XV. **Conflict** - In the event of any conflict between these Rules and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.
- XVI. **Facility User's Agreement** - This is not necessarily an exhaustive list of all policies, procedures, and rules associated with The Club At Esperanza and Esperanza Common Areas. While this is intended to be an accurate reflection of all procedures, management reserves the right to revise any policies, rules, schedules, etc. as circumstances change (e.g. emergencies, change in personnel, workload, community issues, etc.). I have read and understand and will adhere to the policies and procedures above which have been established by the Esperanza Community Association, Inc. I understand that failure to follow these policies and procedures may jeopardize my household's privilege to use the facilities and/or programs.

I also understand that it is my responsibility to keep current on all policies and procedures of The Club At Esperanza and Esperanza Common Areas and Amenities and to inform the Facility Users associated with my Lot of the policies and procedures, as they too must adhere to The Club At Esperanza and Esperanza Common Areas Rules.

### **Informed Consent, Release and Waiver Agreement**

I am a member of the Esperanza Community Association, Inc. (the "Association") and are registering for use of the common area facilities, whether or not such facilities are specifically identified, owned by the Association (the "Facilities"). I understand that the Facilities are owned and/or maintained by the Association and that Lookout Development Group, L.P. (collectively referred to herein as "Declarant" which shall include all of Lookout Development Group, L.P.'s subsidiaries, affiliates, partners, directors, shareholders, officers and employees) or the Association does not, by provision of these Facilities, assume any responsibility or liability to me, my children, Occupants or my guests, and I undertake such use AT MY OWN RISK. I understand that my access to the Facilities is subject to these Esperanza Facility User Rules and Guidelines.

By my signature below, I acknowledge that I have reviewed and understand these foregoing Rules. Furthermore, I accept the current and future condition of the Facilities and the Property on which the Facilities are located (the "property") **as is and with all faults**. I understand that the Association and Declarant makes no implied or express representations or warranties of any kind whatsoever regarding the Facilities and the Property, including, but not limited to, the safety or security of the Facilities and the Property, the compliance of the Facilities and the Property with any applicable law, or the fitness for any by me or my children, my Occupants, agents, guests, and invitees. I understand that no affirmation of the Association or Declarant, by words or actions, shall constitute a warranty of any kind whatsoever. **In addition, I understand that the Association or Declarant shall not be liable to me or my children, my Occupants, agents, guests, and invitees, or any third party for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of my children, my Occupants, agents, guest or invitees, and I agree to indemnify and hold harmless the Association and Declarant from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, from any such damage.** I understand that the Association and Declarant shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association or Declarant, or their directors, officers, employees, or agents. Furthermore, I understand that the use of the Facilities is a privilege offered by the Association that can be suspended for a length of time to be determined by the Association's Board of Directors if: (1) I am delinquent in my Association assessments, (2) my property or home is in violation of any applicable Esperanza Covenant, (3) if I, members of

my family, Occupants, agents, guests or invitees violate any of these Rules, or (4) for any other violation of the rules, regulations, policies, design guidelines (if any ), or other governing documents of the Association. **I HEREBY RELEASE ON BEHALF OF MYSELF AND ANY MINOR CHILD TO WHOM I AM GUARDIAN, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DECLARANT, THE ASSOCIATION, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY AND FURTHER I UNDERSATND THAT I WILL BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE THAT I OR MY OCCUPANTS, AGENTS, GUESTS AND INVITEES MAY CAUSE TO THE FACILITIES.**

#### **ACKNOWLEDGEMENT AND AGREEMENT**

I have read and understand these Rules including the Informed Consent, Release and Waiver Agreement above and agree to abide by those Rules and all other rules, regulations, policies, design guidelines (if any) or other governing documents of the Association. I acknowledge that these Rules and other regulations and rules of the Association may be changed from time to time.

Owner Signature: \_\_\_\_\_

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

Owner Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

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



STATE OF TEXAS §

COUNTY OF KENDALL §

**AMENDED AND RESTATED FACILITY USER RULES AND GUIDELINES  
OF  
ESPERANZA COMMUNITY ASSOCIATION, INC.  
*July 2020***

**Document reference.** Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 1 and Phase 1B, Amended and Restated August 2019, filed as Document No. 00333439, Vol. 1707, Page 148; that certain Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 1C April 2020, filed as Document No. 00341689, Vol. 1759, Page 893; that certain Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 2A, Phase 2B, Phase 2D and Phase 2E, Amended and Restated April 2020, filed as Document No. 00341690, Vol. 1759, Page 1010; that certain Declaration of Covenants, Conditions, and Restrictions for Esperanza Phase 2C April 2020, filed as Document No. 00341682, Vol. 1759, Page 741; that certain Declaration of Covenants, Conditions, and Restrictions for the Esperanza 1.787 Acre Tract Amended and Restated August 2019, filed as Document No. 00334009, Vol. 1710, Page 863; all filed in the Plat Records of Kendall County, Texas (together with all amendments and supplemental documents thereto, the “**Declarations**”).

Reference is further made to the Amended and Restated Rules and Regulations of Esperanza Community Association, Inc. for Esperanza Phase 1, Phase 1B, Phase 2A, Phase 2B, Phase 2D and Phase 2E and the Esperanza 1.787 Acre Tract April 2020 filed of record in document no. 00341784, Vol. 1760 Page 745 of the Official Public Records of Kendall County, Texas; the Rules and Regulations of Esperanza Community Association, Inc. for Esperanza Phase 1C April 2020 filed of record in document no. 00341787, Vol. 1760 Page 788 of the Official Public Records of Kendall County, Texas; and the Rules and Regulations of Esperanza Community Association, Inc. for Esperanza Phase 2C April 2020 filed of record in document no. 00341788, Vol. 1760 Page 811 of the Official Public Records of Kendall County, Texas (the “**Rules**”).

Reference is further made to the Facility User Rules and Guidelines of Esperanza Community Association, Inc. August 2019 filed of record in document no. 00334244, Vol. 1712 Page 446 of the Official Public Records of Kendall County, Texas; and the Amended and Restated Facility User Rules and Guidelines of Esperanza Community Association, Inc. April 2020 filed of record in document no. 00341977, Vol. 1762 Page 64 of the Official Public Records of Kendall County, Texas; (both referred to as the “**Facility User Rules and Guidelines**”). These **Amended and Restated Facility User Rules and Guidelines of Esperanza Community Association, Inc. July 2020** replace and supersede the **Facility User Rules and Guidelines**.

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Esperanza Community Association, Inc. (the “**Association**”);

WHEREAS the Association is in the Declarant Control Period as defined in the Declaration and the Declarant, pursuant to the Declaration and Bylaws of the association may adopt and amend rules from time to time; and

THEREFORE, The Club at Esperanza and Esperanza Common Areas Facility User Rules and Guidelines, attached as Exhibit “A”, have been, and by these presents are, ADOPTED and APPROVED, and shall supplement the Rules.

SIGNATURE PAGE FOLLOWS

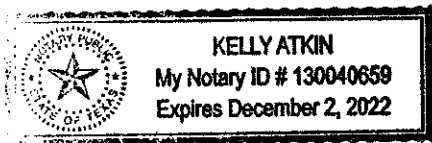
LOOKOUT DEVELOPMENT GROUP, L.P.  
A TEXAS LIMITED PARTNERSHIP  
By: The Lookout Group, Inc.  
Its General Partner


By:   
James D. Plasek, Vice President

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the 14th day of May 2020, by James D. Plasek, Vice President of the Lookout Group, Inc., the general partner for Lookout Development Group, L.P.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
My commission expires: 12-2-22  
Printed Name: Kelly Atkins

**EXHIBIT A: RULES**  
**EXHIBIT B: TABLE OF RULES AND REGULATIONS**

After recording, please return to:

James D. Plasek  
The Lookout Group  
1789 S. Bagdad Road, Suite 104  
Leander, Texas 78641

File Server:CLIENTS:Esperanza Community:RulesFacilityUserFilingPage 8-19.doc

## **EXHIBIT A**

### **RULES**



# The Club at Esperanza and Esperanza Common Areas

## Facility User Rules and Guidelines

# **The Club at Esperanza and Esperanza Common Areas**

## **Facility User Rules & Guidelines**

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#### **I. Introduction**

The Club at Esperanza and Common Area Facility User Rules and Guidelines (Rules) are established by the Board of Directors (Board) for the Esperanza Community Association, Inc. (Association) under the authority described in the Association's governing documents. These Rules are designed to ensure that the Association serves the best interests of the greatest number of Residents and Resident Guests (collectively, "Facility Users"). These Rules are established to preserve the recreation facilities of the Association for the convenience and enjoyment of Facility Users and apply to and are enforced equitably amongst all Facility Users. While all Facility Users are entitled to enjoy The Club at Esperanza and other Common Areas within Esperanza, they must do so while respecting the rights of others, displaying courtesy to others, and applying common sense to the use of all recreational equipment and facilities in and around The Club at Esperanza.

The Association is a family-oriented community that services residents of all ages. The Club At Esperanza and Esperanza Common Areas are meant primarily for enjoyment of Residents of the Association. Residents' Guests may be accommodated only when such accommodation does not infringe upon the



convenience or rights of the Residents. These Rules may be reviewed and amended by the Board at any time at its sole discretion. Any revisions to these Rules will be disseminated to the community through email and/or posting on the Association's website.

It is the Association's policy to not discriminate in the use of The Club At Esperanza and Esperanza Common Areas, the provision of services related to the use of The Club At Esperanza and Esperanza Common Areas, or the application of these Rules based on race, color, creed, ancestry, religion, sex, sexual orientation, familial status, marital status, national origin, handicap, or disability.

## **II. Use of Facilities and Assumption of Risk**

All use of Association facilities and participation in Association programs is purely voluntary. The recreational nature of all Association activities and programs may involve some personal or physical risk on the part of the Facility User. Program participation by a Facility User is therefore an acknowledgement and acceptance of the inherent risks. All Facility Users must sign these Rules and Informed Consent, Release and Waiver Agreement and Facility User's Agreement prior to The Club at Esperanza and Esperanza Common Area use. Additional forms appropriate for trips, activities, sports, clubs, and tours may be required prior to participation in the respective activities.

The Association strives to consistently maintain The Club At Esperanza and Esperanza Common Areas in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily as render an area in less than optimum condition. If such a condition occurs, Facility Users should immediately contact an Esperanza Community Association staff member or the Community Manager for assistance. Absent such notice, the Association will assume the facilities are free of obstruction or hindrance. Injuries, accidents, or other serious incidents must be immediately reported to an Esperanza Community Association staff member or the Community Manager so an incident report can be completed, and any needed action taken.

The Association is not liable for bodily injury, personal injury or inconvenience sustained during the use of The Club At Esperanza and Esperanza Common Areas and any programs presented therein. Further, the Association is not responsible for the loss or theft of any personal belongings of any Facility User, volunteer, vendor, staff member or visitor to The Club At Esperanza and Esperanza Common Areas or any Association facility.

In some cases, the Association may limit participation in activities to persons of certain minimum ages for health and safety reasons and may require the minor's parent or legal guardian to sign and have notarized an affidavit attesting to the minor's age and birth date.

These Rules have been developed to ensure that Facility Users are provided with a safe and enjoyable experience while using The Club At Esperanza and Esperanza Common Areas. Prior to participating in any Association activity or program, Facility Users are encouraged to familiarize themselves with The Club At Esperanza and Esperanza Common Areas and its Rules.

## **III. Authority**

The Board's authority to adopt these Rules is provided by the Bylaws and the Declaration of Covenants, Conditions, and Restrictions (Declaration). These Rules are binding upon all Facility Users. In addition, the

Declaration provides the Board the means to ensure compliance of these Rules and provides the Association the following rights for violations or abuse of these Rules:

- i. The right of the Association to suspend voting rights of any Member.
- ii. The right of the Association to levy reasonable monetary fines.
- iii. The right to suspend a Facility User's right to use any or all Association amenities.

#### **IV. Membership**

Pursuant to the Declaration, each Owner of a Lot is a Member of the Association. If a Lot is owned by more than one (1) person, all co-Owners are Members of the Association. A Member may invite guests to The Club At Esperanza and Esperanza Common Areas in accordance with the provisions of these Rules. A Member who leases their home surrenders their rights to use The Club At Esperanza and Esperanza Common Areas to the Tenant of the residence during their term of the lease.

#### **V. Access Fobs**

Access Fobs shall mean the product (whether a smart phone application or physical product) required to access The Club At Esperanza and Esperanza Common Areas and to participate in community sponsored events and activities. Access Fobs are issued by the management entity for Esperanza Community Association, Inc. to Owners or Occupants of Lots, provided that the assessments associated with such Lot are no more than 30 days past due, and with proper identification.

1. Access Fobs – Any person who is an "Owner" or "Occupant" as defined in the Declaration of Covenants, Conditions, and Restrictions for the Association has the right to an Access Fob except as described in the Rules. Access Fobs cannot be transferred and may only be utilized by the person of issuance.

In order for the Access Fobs to be issued and remain valid, the Owner(s) must remain a member in good standing with the Association. All assessments must be no more than 30 days past due, and the Owner or Occupant must not have had his or her rights suspended by action of the Association.

2. Suspension. Access Fobs may be suspended or revoked pursuant to the terms and conditions of the Declaration for the following actions by the Owner(s), Occupants, or a member of their respective households:

- i. Use of false information to obtain an Access Fobs.
- ii. Unauthorized use of Access Fobs.
- iii. Violation of the governing documents of the Association, including its Rules.
- iv. Non-payment of assessments or other charges.

3. Allocation – Each Lot will be issued a maximum of two (2) Access Fobs at no charge.

4. Issuance – Occupants seeking to obtain an Access Fob(s) must submit one of the following proofs of eligibility: Driver's License or other Photo Identification and a Utility Bill showing a qualifying street address, Title Company Closing Document or Valid Lease Agreement. In addition, Occupants must present a signed "The Club at Esperanza and Esperanza Common Areas Facility User Rules and Guidelines" (the "Rules") which includes an Informed Consent, Release and Waiver Agreement before the Access Fobs will be issued.
5. Tenant Access Fobs - Owners who lease their Lot to an Occupant must relinquish their Access Fobs(s) for the Lot and shall be deemed to have assigned their rights to an Access Fob to the Tenant of the Lot. Owner shall provide Tenants or Occupants their Access Fobs to be reassigned to the Tenant or Occupant once proof of lease is provided by The Club At Esperanza and Esperanza Common Areas Staff. If the owners do not provide the Tenant or Occupant their Access Fobs, Tenants or Occupants will be required to pay \$25.00 per Access Fob and Access Fobs will be disabled. Tenant Access Fobs are issued to those individuals leasing a residence within the Association and who have provided a copy of a valid lease agreement. Such access fobs shall have the same rights as Owner Access Fobs but are referred to herein as Tenant Access Fobs for the sake of clarity. In order for Tenant Access Fobs to be issued and remain valid, assessments must be no more than 30 days past due. Tenant Access Fobs shall be revoked at such time as the Tenant no longer resides on the Lot or upon the termination of the lease agreement. If a lease is renewed, the owner must provide The Club At Esperanza and Esperanza Common Areas Staff with an updated lease agreement or written consent that the Tenant's lease has been renewed along with the terms of renewal.
6. Declarant Access Fobs - As long as the Declarant owns any portion of the Community or has the right to annex property, the Association shall provide the Declarant, free of charge, with as many Access Fobs as the Declarant, in its sole discretion, deems necessary for the purpose of marketing the Community. The Declarant may temporarily transfer the Access Fobs to prospective purchasers of Lots subject to such terms and conditions as it, in its sole discretion, may determine. Use of such Access Fobs shall be subject to these Rules. Access Fobs provided to the Declarant shall entitle the bearer to use all Common Areas and recreational facilities, subject to the availability, payment of admission fees or other use fees charged to Facility Users holding Access Fobs.
7. Temporary Activity Cards - The Board may, at its sole discretion, issue Temporary Access Fobs to persons who have signed binding contracts to purchase a Lot, subject to such policies as the Board may determine. If provided, such Temporary Access Fobs shall expire at closing of the Lot purchase and may be revoked by the Board.
8. Guests – Must be accompanied by a Resident with an active Access Fob while enjoying the Esperanza amenities at all times.

Only those possessing valid Access Fobs and their guests are entitled to use The Club At Esperanza and Esperanza Common Areas. Access Fobs must be presented or swiped on the automatic door locks when entering The Club At Esperanza and Esperanza Common Areas. A fee, in the amount of \$25.00, shall be charged for all replacement or damaged Access Fobs.

## **VI. Code of Conduct**

1. Physical abuse of other Facility Users, The Club At Esperanza and Esperanza Common Areas Staff members, pool monitors, vendors or volunteers is prohibited. Immediate suspension of privileges may ensue and continue until a hearing can be conducted by the Board.
2. Facility Users shall show common courtesy and refrain from harassment of any Facility User, The Club At Esperanza and Esperanza Common Areas staff member, pool monitor, volunteer, or vendor; or otherwise interfere with the management of the Association.
3. Any guest that is under the age of 14 must be accompanied by a Resident that is at least 18 years of age at all times while enjoying any of the Esperanza amenities. Residents are responsible for their conduct and the conduct of their guests and the Owner's Lot is subject to any ramifications, disciplinary, and/or financial consequences due to individual or guest actions.
4. Residents are prohibited from profiting financially from their membership by charging guests for use of The Club At Esperanza and Esperanza Common Areas.
5. Facility Users will not engage in unsafe activities or actions that compromise the safety of themselves or others.
6. Facility Users must obey all safety rules and shall stop unsafe activity as instructed by Association staff members or pool or appointed volunteers or vendor partners.
7. Proper dress is required in The Club At Esperanza and Esperanza Common Areas at all times, and specific attire may be designated by the Board for specific events, areas, and locations. Unless otherwise specified, appropriate casual attire is required in all areas in and around The Club At Esperanza and Esperanza Common Areas. Appropriate casual attire for men and boys includes footwear, shirts and either pants or shorts. For women and girls, footwear, blouses/shirts, and pants/skirts/dresses and/or shorts are appropriate. Upper body garments must be worn in all activities, except for men using the aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor fitness/sports areas and should include proper footwear. Sport bras are not considered upper body garments and must be worn with an accompanying shirt. Offensive graphics, language or slogans are not permitted on clothing.
8. The Club At Esperanza and Esperanza Common Areas and all Association amenities areas are tobacco and drug-free environments.
9. Pets are prohibited from entering any of the Esperanza Facility buildings and pool enclosure area; except those aiding a person with a disability, unless authorized by Association Staff for a community event. Pets must be kept on a leash and at no time will any pet be left unattended outside of the Esperanza Facilities.
10. The Association is not responsible for lost or stolen items.
11. All Facility Users must present their Access Fobs for admission to and use of the facility. The fob must be carried while using any of The Club At Esperanza and Esperanza Common Areas amenities. If a Facility

User forgets their Access Fobs, a mandatory replacement will be required and shall be charged to the Lot Account for future entrance into the facility.

12. Staff reserves the right to take reasonable actions deemed necessary for the safety of Facility Users or protection of equipment.
13. Facility Users who violate these Rules may be asked to vacate The Club At Esperanza and Esperanza Common Areas and may be reported to the Board for disciplinary action, as appropriate.
14. Any Facility Users who conduct themselves in an unbecoming manner or who knowingly violate these Rules are subject to disciplinary action by the Board, including suspension of membership privileges and an imposition of fines, subject to the terms of the Association governing documents. Association staff may immediately remove Facility Users who do not abide by these Rules and will be reported to the Board for disciplinary action, as appropriate.
15. Owners may be requested to appear before the Board to discuss an infraction of these Rules by the Residents, their Guest or Occupant of their leased residence. Residents also have the right to appear before the Board if disciplinary action is being considered. Such rights are dictated by the Association governing documents.

## **VII. Esperanza Amenity Operations**

1. Supervision – At no time may a child under the age of 14 be left at The Club At Esperanza and Esperanza Common Areas or any of the amenity areas that is not accompanied by a Resident that is present and available on the premises who is at least 18 years of age. Parents, guardians, or persons responsible for the care of minor children are required to adequately supervise the minor children under their care while enjoying the Esperanza amenities. If an unattended child appears to be lost, is being disruptive, or if in the judgment of The Club At Esperanza and Esperanza Common Areas staff, his or her safety is jeopardized, The Club At Esperanza and Esperanza Common Areas staff will make an attempt to locate the parent, guardian, person responsible for the care of the child. If the parent, guardian, person responsible for the care of the child cannot be located, the child may be placed in the care of the local law enforcement agency. The Club At Esperanza and Esperanza Common Areas staff will not, under any circumstances, be responsible for determining whether an apparent parent, guardian, or person responsible for the care of a minor child is legally authorized to oversee or provide for the care of the minor child.
2. Complaints - Complaints regarding staff members or contracted labor should be directed in writing to the Community Manager. The Community Manager will make reasonable efforts to promptly resolve the conflict. Due to employee's right to confidentiality, it may not be possible to provide information to a complainant regarding the status of a complaint when it involves a personnel action. Under no circumstances will Facility Users interfere with, attempt to discipline, or otherwise direct Staff in the course of Association business. Facility Users shall not request special personal services from the staff of The Club At Esperanza and Esperanza Common Areas or the Association.
3. Soliciting - Soliciting is prohibited unless the Board of Directors gives its prior written consent. Solicitation pertaining to Association or Declarant business is permitted on a limited basis.

4. Advertising - Notices, advertisements or posters of any kind may not be placed or distributed in or around The Club At Esperanza and Esperanza Common Areas without the prior written consent of the Board. Association Community Partners may be permitted to advertise at the discretion of the Board of Directors.
5. Cell Phones - Cell phones should be silenced when attending any meetings, during performances or at any events. When using The Club At Esperanza and Esperanza Common Areas (including the pool areas) cell phone users should respect others by leaving the area to take a call and moderating voice tone to avoid disturbing others. The use of a radio-style phone, in walkie-talkie mode, is prohibited, except by vendors or staff while conducting business. Residents and guests shall at all times use headphones when listening to music or other broadcasts on cell phones.
6. Photographic Equipment - Photography of any kind is not permitted inside the restrooms. When using photographic equipment of any kind, residents should take care not to inadvertently include in the photo or video any person who has expressed a wish not to be so included.

Photographic equipment is permitted in public spaces of The Club At Esperanza and Esperanza Common Areas, such as the pool area, lobby, community room, pavilion, and parks for the purpose of photographing events (dance recitals, birthday parties, etc.) for personal use.

By execution of the Facility User's Agreement, Residents and their guests authorize the Association and Declarant's use of any photography performed during Association events and activities.

No commercial photography still or video is permitted anywhere in the facilities without the prior written approval of the Board. The Declarant is excluded from this guideline.

7. Roller skates (including shoes with wheels on the heel), skateboards, rollerblades, bikes, and scooters, including self-balancing motorized scooters are prohibited from being used within The Club At Esperanza and Esperanza Common Areas, including parking lot, unless authorized by Association staff for a fitness or community event.
8. Food and Drink - Water and sport drinks in a closed container only, are permitted in the Fitness Center. Ceramic, china, glass, or other breakable containers are not permitted in the facility at any time unless approved by Esperanza staff.
9. Esperanza staff may be permitted to search all ice chests and bags prior to allowing entrance to The Club At Esperanza and Esperanza Common Areas. No person under the influence of any illegal substance may utilize The Club At Esperanza and Esperanza Common Areas amenities.
10. Equipment Use - Furniture, equipment and supplies are the property of the Association and shall not be removed from The Club At Esperanza and Esperanza Common Areas without the prior written permission of Association Staff. While certain Association-owned items may be stored or set-up in a particular room, these items remain the property of the Association and may be relocated by Association Staff or used for other activities or events as needed.

11. Facility Scheduling - In order to accommodate the large number of residents who utilize the facilities, it is necessary to properly schedule activities. Use of Association facilities is on a first-come basis with scheduled reservations taking priority. The room schedule is established and maintained by the Association Staff in accordance with policies and procedures established by the Board of Directors from time to time, as amended.
12. Programming Fees - In addition to the fees for Common Assessments which support the general management and administration of the Community Association, user fees and charges may be assessed to support the cost of additional lifestyle and fitness programs and services such as classes, trips and special events. Space or tickets cannot be reserved without payment. The Association adheres to a "No-Refund" policy for reservations for activity programs except in instances where a program is cancelled by the Association. Residents who are unable to attend an event or program are encouraged to coordinate with Association Staff to find a resident to purchase the ticket. Under no circumstances can the amount charged be more than the stated price of the event/ticket. For extreme circumstances, a refund request maybe presented to the Community Manager for consideration.
13. Event and Program Registration - Residents may register for various activities and classes upon presentation of a valid Access Fob.

#### **VIII. Parking Policy**

1. The parking lot is available to residents and their accompanied guests during The Club At Esperanza and Esperanza Common Areas hours of operation. No overnight parking is permitted.
2. Parking is available on a first come, first serve basis.
3. Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its Agents, Board, Insurance Company and Management are not responsible for theft, damage, or loss.
4. Safe and proper speeds must be maintained while driving in the parking areas.
5. Residents must observe all posted signs including but not limited to stop signs, one-way signs, posted speed limits, and/or entrance/exit signs.
6. Handicapped spaces are reserved for those displaying the proper license plate or government issued placard.
7. No parking is permitted at any time in posted areas prohibiting parking, traffic lanes, front of trash doors/bins or gates or building entrance/exits, reserved, or assigned parking spaces, and fire or emergency lanes.
8. No trailer, camper, dune buggy, boat, or any other recreational vehicle shall be parked in any portion of The Club At Esperanza and Esperanza Common Areas.
9. Vehicle maintenance or repair work of any kind in The Club At Esperanza and Esperanza Common Areas parking area is prohibited.

10. Washing, waxing, detailing, and servicing vehicles in any way in the parking area or any other location on the premises is prohibited.
11. Use of parking lot for Driver control/safety training is prohibited.
12. Towing Policy - Decisions to tow a vehicle from The Club At Esperanza and Esperanza Common Areas shall be that of the Community Manager. Effort will always be made to contact the owner of a vehicle that may be towed, prior to towing, except in the case of an emergency.

The Club At Esperanza and Esperanza Common Areas Manager, on behalf of the Association Board, may cause the removal of a vehicle parked within The Club At Esperanza and Esperanza Common Areas property to be towed if the vehicle is parked in violation of any of the following:

- i. The vehicle has been issued a notice of parking violation, and forty-eight (48) hours have elapsed since the issuance of that notice.
- ii. The vehicle is parked overnight or past the posted hours of operation of The Club At Esperanza and Esperanza Common Areas.
- iii. The following violations may necessitate immediate towing without prior notice.
  - a. The vehicle is parked in a marked fire lane.
  - b. The vehicle is parked within fifteen (15) feet of a fire hydrant.
  - c. The vehicle is parked in a manner that interferes with ingress, egress, and access to The Club At Esperanza and Esperanza Common Areas, handicap access areas, gates, doors, garbage bins, etc.
  - d. The vehicle is parked in a manner that impedes the flow of traffic.
  - e. The vehicle is parked in a space designated for handicapped parking without proper authority or placard/decal.
  - f. The vehicle is parked in a designated reserved parking space.
  - g. The vehicle is parked in any location designated as "No Parking" by either signage, painted curb, or other method of designation.



**IX. Fitness Center** – The Fitness Center is a private facility for Residents. Personal trainers may be made available to Facility Users at a fee for training purposes and workout coordination. Residents shall not be permitted to use a private personal trainer until such time as such Personal Trainer has signed a Facility User Agreement and Resident has full responsibility for any actions of such Personal Trainer. A fee for such Approval may be charged to the Personal Trainer at the sole discretion of the Board of Directors.

1. All Facility Users should check with their doctor before they engage in a more physically active lifestyle or exercise program.
2. All Facility Users using the equipment in the Fitness Center do so at their own risk. Facility Users may be restricted from utilizing the Fitness Center or specific equipment in the Fitness Center based on safety considerations, including recommendations of equipment suppliers or manufacturers.
3. Proper attire is required in the Fitness Center – shirts are required at all times.
4. Appropriate athletic shoes must be worn at all times. Sandals, Crocs™ style, and/or open-toe shoes are not allowed.
5. After use, Facility Users must wipe down all equipment with the sanitation wipes provided. Workout towels are not provided.
6. All electronic devices must be used with headphones. Facility Users are responsible for providing their own headphones to be used with television-equipped cardio equipment. Facility Users should keep all audio to a personal level that is inaudible to other users.
7. Slamming or dropping of weights and equipment is not permitted.
8. All weights must be re-racked by user.
9. Any moveable equipment must be returned to its regular location upon completion of use.
10. No one under the age of 15 is permitted in the Fitness Center.
11. Guests are not permitted to use the fitness center at any time.
12. Fitness Center door may not be propped or held open under any circumstance.
13. Fitness Center access may be revoked due to misuse of equipment or misconduct or violations of these Fitness Center rules.
14. Pets are not permitted. This rule does not apply to service animals required for person(s) with special needs.
15. Facility Users must swipe their Access Fob to enter. Only one entry permitted at a time.

16. Facility Users are responsible for securing their valuables.

17. No smoking or vaping is permitted at any time.

**X. Swimming Pools** - are private facilities for Facility Users. SWIM AT YOUR OWN RISK. The following rules apply to the use of the Association pools. Additional rules may be posted at the pool:

1. If there is a disagreement on the interpretation or intent of any of the following rules, the Association Staff/Pool Monitors will make the final determination as to the interpretation or intent of the rule(s) in question.
2. For purposes of these rules, (the "Pool Area") is defined as all of the area located within the fences and gates at The Club At Esperanza facility.
3. Swim at your own risk at all times.
4. All Owners must register their family and guests, accompany them at all times and are responsible for their actions.
5. No swimming permitted outside of pool hours provided by management.
6. A maximum of 5 guests are allowed per household per day.
7. A Resident at least 18 years of age must accompany all children under the age of 14 and their guests and is responsible for their actions. Please refer to the Esperanza Rental Policy if your guest count exceeds the daily limit.
8. Parents are responsible for the actions of their children
9. Facility Users must not compromise the cleanliness of the pools, or subject other users to unhealthy conditions.
10. Facility Users are required to wear appropriate swimwear at all times. Thongs are strictly prohibited. No street clothing such as undergarments, sports bras, basketball shorts, jean shorts or cargo shorts are allowed. White t-shirts or tank tops are permitted over an appropriate swimsuit. Association Staff/Pool Monitors will make the final determination if certain swimwear is disallowed in the Pool Area. Nudity is strictly prohibited.
11. Any person who is not fully toilet trained or incontinent must wear appropriate waterproof clothing, such as swim diapers or swim pants, when entering or being carried into a pool. In addition, rubber or plastic pants over the swim diaper are recommended. No regular diapers are permitted in the pools.

12. Swimmers with a cold virus, communicable disease, open sores, ear, or nasal discharge are not allowed in the pools. Association Staff/Pool Monitors will make the final determination if a swimmer is prohibited from utilizing the Association facilities due to any of these conditions.
13. No pushing, fighting, dunking, towel snapping or horseplay. No climbing on or around the Lazy River wall.
14. Running or diving (including somersaults, back dives, cannon balls, preacher seats, can openers, or similar type of entries) into the pools is prohibited.
15. Pool gates must be kept locked at all times. Gates may not be propped open.
16. No bicycles, skates, skateboards, etc. (including tennis shoes with rollers) are permitted within the Pool Area as they may damage the surface. Baby strollers are allowed.
17. No Bluetooth or portable speakers are allowed, but headphones may be used. However, water exercise classes may use sound equipment as necessary to conduct their programs.
18. The Pool Area is reserved for walking, safety, and emergency purposes. No obstruction of any kind will be permitted in this area.
19. Food and beverages are permitted in the Pool Area, but ***not in*** the pools. No ceramic, china, glass, or other breakable containers are allowed anywhere in the Pool Area. Trash containers are available, and Facility Users must clean-up after themselves. The Pool Monitor and/or Association staff may search any ice chests/coolers at any time. No oversized ice chests/coolers are allowed within the Pool Area.
20. Inflatables are permitted at the discretion of the Association Staff/Pool Monitors. For safety reasons, if at any point the inflatables obstruct the view of swimmers, the resident may be asked to remove the inflatable from the pool. HOA-provided floats are allowed in the Lazy River. Only safe "aquatic balls" or balls specifically intended for use in swimming pools are allowed to be used within the Pool Area at the sole discretion of the Association Staff/Pool Monitors.
21. All children under the age of 14 must be accompanied by a Resident at least 18 years of age while in the Pool Area. Facility Users may be asked to provide proof of age if requested by Association Staff/Pool Monitors.
22. Hanging, swinging, or pulling on aquatic equipment or features is not permitted.
23. Stair rails are installed to assist and guide pool users. Standing, hanging, or sitting on the stair rails is prohibited.
24. During busy times Facility Users will be asked to share lanes or circle swim and may be asked to limit swim time.

25. During thunder and lightning storms or other inclement weather conditions, Residents and their guests must clear the Pool Area. Any Facility User failing to abide by Association Staff/Pool Monitors' instructions, stated policy or safety rules will be asked to leave the Pool Area. The judgment of Association Staff/Pool Monitors with respect to safety, decorum and sanitation will prevail. Repeat offenders may be subject to facility suspension pending a Board hearing.
26. In the swimming pools, chemicals are used to ensure a sanitary and safe water environment. Conditions are tested and documented on a regular basis. If unacceptable conditions occur, Association Staff/Pool Monitors reserves the right to close the pool at any time to preserve the health and well-being of Facility Users.
27. Chemicals are used in the pool water that may cause damage to swim wear. The Association will not be responsible for any such damage.
28. Patio furniture in the Pool Area shall not be removed. The pool furniture is to remain on the pool deck and out of the pools. Only HOA-provided furniture is allowed in the Pool Area.
29. Facility Users should immediately report fecal, vomit or any pool contamination incidents to an Association Staff/Pool Monitor.
30. Climbing on or over the Pool Area fence/gates is prohibited. Violators, whether Residents or Resident's guests, may be subject to the deactivation of key fobs, fines and/or prosecution. When Association Staff/Pool Monitors are not on-site, Residents should contact the Kendall County Sheriff's Department regarding such trespass.
31. If a child is under 48 inches in height, an adult at least 18 years of age must be within 10 feet of the child unless the child is wearing a Coast Guard approved life vest. This rule will not apply to children under 48 inches in height who have passed a swim test administered by an appropriate party.
32. Unauthorized persons will be asked to immediately vacate the premises and may be reported to the local authorities as trespassers. During non-business hours, concerned residents should report trespassers to the Kendall County Sheriff's Department.
33. No smoking or vaping is permitted at any time.
34. Pets are not permitted in the Pool Area. This rule does not apply to service animals.

**XI. Community Room** – The Community Room is intended for the use of events, meetings and private or community group reservations. Use of the Community Room for any other purposes is subject to Board Approval. The rooms may be reserved through the Association staff. Please refer to the Rental Policy for additional information.

1. Misuse of equipment (TVs, furniture, surround sound equipment, etc.), profane language, fighting, horseplay or other aggressive play, bullying and unwelcoming behavior is prohibited. These

behaviors should be reported to Association staff immediately. Such behavior may result in loss of access for a period of time as determined by the Board of Directors.

2. Under no circumstance will open flame grills, fire pits, or smokers of any kind be used in the Community Room.
3. Food and beverages are permitted in the Community Room; however, Facility Users must clean up any trash or debris caused by the food or beverages.
4. Residents and/or Guests under the age of 14 must be accompanied by a Resident that is at least 18 years of age.
5. Pets are not permitted in the Community Room unless as authorized by the Association staff in private or special functions, and only within specially designated areas. This rule does not apply to service animals.
6. Unauthorized Facility Users will be asked to immediately vacate the premises and may be reported to the local authorities as trespassers. During non-business hours, concerned residents should report trespassers to the Kendall County Sheriff's Department.
7. Personal sound-producing equipment that disrupts others is prohibited. Facility Users may use personal stereo devices that emit sound levels that do not disturb others, if a complaint is brought to the Association staff's attention that Facility User will be asked to either use headphones or turn off their device.
8. Proper attire and shoes must be worn at all times by all Facility Users including children.
9. No smoking or vaping is permitted at any time.

## **XII. Roca Loca Lawn – a private facility for all Facility Users.**

1. Hours are 8 am – 10 pm
2. Use is first come, first served for Club Members & accompanied guests
3. Exclusive use of lawn must be reserved through the HOA Lifestyle Director
4. Trash must be collected upon departure
5. No glass containers
6. No loud music unless associated with an approved event
7. Use of bandstand and firepit must be authorized by the HOA Lifestyle Director
8. Please clean off table after use
9. Bicycles, skateboards, and skates are not allowed inside the lawn
10. Do not prop gates open to The Club
11. The lawn is under 24-hour surveillance
12. Restrooms are available in the Community Room
13. Grills must be attended at all times. Clean grilling area and do not dump charcoal. Management reserves the right to restrict grills on the lawn at any time.

14. Any violations are subject to fines and/or loss of Club privileges at the sole discretion of the HOA Management
15. No smoking or vaping is permitted at any time.
16. No organized sports practices or games of any character may be held at the Roca Loca Lawn.
17. Use of the fire pit must be arranged through the Lifestyle and Club Director. The fire pit must be secured (locked) after each use.

**XIII. Sand Volleyball Courts** – a private facility for all Facility Users.

1. Hours are 8 am – dusk
2. The courts are for the use of Club Members and their accompanied guests. A Club Member must be present at all times
3. Maximum play time is 1 hour if other members and guests are waiting to use the courts
4. Please use good sportsmanship at all times
5. These courts are operated on a first come, first served basis. Reservations are not accepted and holding a court to prevent other members and their accompanied guests from playing is not allowed
6. No abusive use of the equipment and/or courts
7. No climbing/hanging on the poles or nets
8. No abusive language, threatening conduct, excessive noise, or loud music allowed
9. No loitering or littering allowed
10. No relocating of sand outside of the courts
11. No glass or other breakable items allowed on the courts
12. No food or drink are allowed on the courts
13. Please pick up your trash and deposit in the proper receptacles
14. The courts are not a sandbox – no children are allowed on the courts unless playing a game of volleyball
15. No pets allowed on or near the courts
16. No smoking or vaping is permitted at any time
17. No consumption of alcohol is allowed unless specifically approved in advance in writing by the Association during sanctioned HOA events
18. Rakes and shovels will be provided by the Association and must remain at the sand volleyball facility. Please rake the court after use to even out the courts, remove any debris and to keep the sand dry and soft.
19. Play at your own risk. In the event of an accident or injury, call 911 immediately. The Association and the management company are not responsible for any accident or injury
20. The HOA and management company assumes no responsibility for the loss, theft, or damage to personal property
21. Any violations are subject to fines and/or loss of Club privileges at the sole discretion of the HOA

#### XIV. Community Room Rental Policy and Rules

Thank you for your interest in having your event at the Esperanza Community Room (the “**Community Room**”). In order to ensure your event is a success, please review this Community Room Rental Policy and Rules (this “**Policy**”), regarding rental and utilization of the Esperanza Community Room. The Club At Esperanza and Esperanza Common Areas Facility User Rules and all other Esperanza rules and regulations are always in effect and apply during rental periods. The Esperanza Community Room rental request (the “**Community Room Rental Request**”) is attached hereto and incorporated herein and must be completed in its entirety for all events.

A reservation of the Community Room is on a first-come, first-served basis, and the reserved Community Room and times may not be shared if a prior, conflicting reservation has been made. An Owner interested in the rental of the Community Room may complete the applicable packet on the EsperanzaHOA.com website (or pick up the applicable packet at the HOA office at the Community Center). At the time a reservation is made, a check or money order (no cash), for the security deposit in the amount of Three Hundred and No/100 Dollars (\$300.00) (the “**Security Deposit**”), must be delivered to the Manager, along with a completed packet and, if applicable, certificate(s) of insurance. The Owner renting the Community Room must sign and execute the Community Room Rental Request. Regardless of whether the Community Room Rental Request is executed, the Owner is bound by the Community Room Rental Request.

Upon receipt of the completed Community Room Rental Request, payment of the Rental Fee and Security Deposit, and all required additional documentation, the Manager will send an email confirmation of an approved event, date, and time. Reservations not posted and evidenced by a fully executed Community Room Rental Request may not be honored. Owners may not access the rented Community Room prior to the scheduled time, nor remain in the rented Community Room after the scheduled time.

The Community Room Rental Request may be denied or revoked by the Manager or the Board of Directors, in its sole discretion, with no reason being given. A reserved event may be terminated during the event if, in the judgement of the Manager, it poses a threat or harm or danger to (i) the Community Room; (ii) any facility, Improvement or Property; (iii) other Owners or their guests; or (iv) the loss of quiet enjoyment by other Owners or Occupants.

##### Community Room Rental Rules

- An Owner may reserve the Community Room on an exclusive basis. Only Owners may reserve the Community Room for events. Reservation of the Community room **ONLY** includes the use of the Community Room and does not include the use of any other facility, including the pools, unless pool access is specifically requested on the **Community Room Rental Request Form** and such pool access is approved by the HOA. Any gathering that includes ten (10) or more people is considered a private event.
- **Residents Only.** The Community Room (including adjacent restrooms) may only be rented by an Esperanza Resident.
  - Owners are responsible for all guests.
  - Owners must be present for the entirety of the event.
  - Owners must be in good standing with the Esperanza Community Association, Inc. (the “**Association**”).

- **Rental Rates and Security Deposits.** The rental rate and the Security Deposits for use of the Community Room are as set forth in this Policy. The Security deposit secures the rental time, location, and date. To receive a full refund of the Security Deposit within fourteen (14) days after an event, an Owner must:
  - Remove all garbage, place garbage in a dumpster and replace garbage can liners.
  - Fold up tables, return chairs to the carrier and wipe down all tables.
  - Sweep, mop and/or vacuum the rented Community Room.
  - Take down all decorations or event displays. Owners may not place any decorations or displays on any Community Room wall at any time.
  - Clean and restore the rented Community Room to its pre-rented condition and satisfaction and approval of the Manager.

Failure to complete any of the above requirements for a full refund of the Security Deposit will result in forfeiture of the entire deposit. The Manager and/or Board of Directors reserves the right to review the refund of the Security Deposit on a case-by-case basis.

In the event use of the rented Community Room exceeds the time reserved, the Owner will forfeit the entire Security Deposit. **Food and Drinks.** The Owner may bring food and beverages into the rented Community Room. If the Owner desires to have alcohol available at the event, the Owner must notify the manager in advance. Use of propane to heat or cook food is prohibited.

- **Set Up and Breakdown.** The Owner is solely responsible for the set up and breakdown of the event. At no time will furniture from one (1) area of the Community Center be relocated to another area.
- **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
- **Duration of Events.** Unless otherwise authorized by the Manager, each rental shall be for four (4) hours. No rentals will begin before 9:00 am or continue past 10:00 pm.
- **Available Hours.** Two (2) additional hours may be reserved at Fifty and No/100 Dollars per hour with seven (7) days prior notice to and approved by the Manager. Additional hours must be within the 9:00 am – 10:00 pm timeframe and run concurrent with the rental time. All private events, including clean-up, must be completed by 10:00 pm.
- **Usage.** Rentals are for private use only i.e. birthday parties, anniversary parties, baby showers.
  - No open access to the public is allowed.
  - No profit generating opportunities allowed.
  - No soliciting.
  - No promotion of business.
  - No onsite sales.
  - Usage of the Community Center sound system is prohibited.
- **Order of Rentals.** Rentals will be considered in the following order:
  - **Declarant**
  - **Board of Directors**
  - **Developer marketing and sales events**
  - **Association events**
  - **Association Committee meetings and events**
  - **Clubs/Classes**
  - **Private events**
- **Maximum Capacity.** The maximum capacity limit of 129 individuals in the Community Room shall not be exceeded at any time.



- **Noise.** The volume of live or recorded music must not violate applicable Kendall County, Texas, noise ordinances, or unreasonably interfere with the quiet enjoyment by other Owners and Occupants.
- **Bounce Houses and Other Structures.** Bounce houses and similar structures are not permitted on Common Area.
- **Insurance Requirements.** The Manager reserves the right to require additional liability insurance coverage for any event that it determines, in its sole discretion, needs such liability coverage. Additional liability coverage will be required for all events that use catering services. The Association shall be named on any required insurance policy as an additional insured. A copy of any required insurance policy and/or certificate of insurance must be provided to the Manager on or before seventy-two (72) hours prior to the event.
- **Surveillance Cameras.** Surveillance cameras may be used in the Esperanza community at all times.
- **Community Room Rental Rate.** The rental rate is \$50.00 for the initial 4 hours.
- **Community Room Security Deposit.** The security deposit is \$300.00.

### Indemnification

Owner agrees that by submission of the Community Rental Request, he/she will be held liable for all damages, losses and expenses incurred by the Association caused by acts and/or omissions of the Owner, or any of his or her guests, agents, officers, directors, employees, consultants, or similar persons. Further, the Owner agrees to indemnify, defend and hold the Association harmless of all claims, suits, judgments, damages, losses and expenses, including but not limited to court cost, expert witnesses, consultation services and attorney fees, arising from all acts and/or omissions of the Owner, or any of his/her guests, agents, officers, directors, employees, consultants, or similar persons.

Nothing contained in this Policy or the Community Room Rental Request shall be construed as a waiver of the Associations' limitations on liability.



## COMMUNITY ROOM RENTAL REQUEST

### Rental Request

#### OFFICE USE ONLY

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
FINAL APPROVED DATE  
OF THE COMMUNITY  
ROOM RENTAL

#### 1. OWNER INFORMATION

Name: \_\_\_\_\_ Submitted On: \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_ am/pm

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Cell Work/Home

**I UNDERSTAND THAT THIS REQUEST IS ONLY FOR THE USE OF THE COMMUNITY ROOM AND DOES NOT INCLUDE THE USE OF ANY OTHER ESPERANZA FACILITIES, INCLUDING THE FITNESS CENTER AND POOLS.**

\_\_\_\_\_  
Owner signature of acknowledgement Date

#### 2. RENTAL INFORMATION

Event Name: \_\_\_\_\_

Description: \_\_\_\_\_

**Date(s) and Time(s):**

Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_:\_\_\_\_ am/pm (includes set-up)

Expected Number of Attendees: \_\_\_\_\_ End Time: \_\_\_\_\_:\_\_\_\_\_ am/pm (includes clean-up)

Any additional information:

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Repeat: Yes/No      If yes, how often: (Ex. Once a week or every Monday and Thursday)

**Alternate Date Request:** (In case the initial date requested is not available, please indicate another request option)

Day: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Start Time: \_\_\_\_:\_\_\_\_ am/pm (includes set-up)

Expected Number of Attendees: \_\_\_\_\_ End Time: \_\_\_\_\_:\_\_\_\_\_ am/pm (includes clean-up)

***Community Room Rental Rate.*** The rental rate is \$50.00 for the initial four (4 hours). Two (2) additional hours may be reserved at Fifty and No/100 Dollars per hour with seven (7) days prior notice to and written approval by the Manager.

**Community Room Security Deposit.** The security deposit is \$300.00.

3. **Pool Access.** The pool may be reserved in conjunction with the Community Room provided arrangements are made two weeks in advance of the event. If you desire pool access, please provide the following information (*if no information is provided, pool access is denied*):

Number of Swimmers \_\_\_\_\_

Note: If pool access is requested, arrangements must be made two weeks in advance to acquire pool monitors. Full pool monitor coverage is required during any pool rental event and the fees for the pool monitors must be paid two weeks in advance of the event. The maximum number of guests for the pool is 25 guests and all guests must vacate the pool at the end of the allotted time. All swim guests are required to wear wrist bands provided by the HOA.

4. **ADDITIONAL INFORMATION** (i.e. number of tables/chairs requested):

Use the space below to list any additional information

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**YOU ARE RESPONSIBLE FOR ENSURING THAT ALL VENDORS SUBMIT A COPY OF THEIR BUSINESS LICENSE AND A CERTIFICATE OF LIABILITY INSURANCE NAMING THE ASSOCIATION AS THE CERTIFICATE HOLDER.**

4. **“As is Condition”: Own Risk.** The Association makes no warranty or representation regarding the physical condition of the facilities, the furniture, fixtures and other personal property within the facilities or their safety, security or suitable of use. No oral representation by the Manager or their staff shall constitute any kind of warranty whatsoever. Owner acknowledges the Owner’s use is at their own risk and the Association or Manager shall not be liable to Owner or to Owner’s family, guests, invitees, agents and employees or any third party for any damage to person or property proximately caused by an act, omission or neglect of Owner or Owner’s family , guests, invitees, agents and employees or any third party. Owner acknowledges and agrees that the Association or the manager is not responsible for damaged, lost or stolen personal property.
5. **Indemnity.** To the fullest extent permitted by law, Owner hereby does and agrees to indemnify, protect, hold harmless and defend the Association and their respective officers, directors, employees and agents from and against all claims, demands, damages, injuries, losses, liens, causes of action, suits, judgements, penalties, liabilities, debts cost and expenses, including court costs and attorneys’ fees of any nature, kind or description, whether arising out of a cancelled reservation, contract, tort, strict liability, misrepresentation, violation of applicable law and/or cause whatsoever, including without limitation, claims for injuries to or death of any person, or damage to or loss of any property of any person or entity directly or indirectly (collectively, **“Liability”**) arising out of, caused by, in connection with, or resulting from Owner’s reservation and Owner’s use of the facilities. Owner expressly agrees that this indemnity and hold harmless provision shall apply where Liability arises in whole or in part from the negligence of the Association or their officers, directors, employees, and agents. This provision shall survive the termination of this Agreement.
6. **Release.** Owner hereby releases the Association and their respective officers, directors, employees, and agents from liability for any claims with respect to the facilities, including negligence of the Association and their respective officers, directors, employees, and agents. This provision shall survive the termination of this Agreement.
7. **Acknowledgement of Receipt of Rules.** Owner hereby acknowledges receipt of the attached Esperanza Community Room Rental Policy and Rules (the **“Policy”**) and hereby agrees to abide by the Policy and to inform their family, guests, invitees, agents and employees who use the Community Room of the Policy and that their compliance with the Policy is required. Owner hereby agrees to clean and restore the rented Community Room to meet or exceed its pre-rented condition, within the reserved time period, including, but not limited to, removal and disposal of all event associated trash from the rented Community Center or any Common Area.

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Owner Signature

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Printed Name

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Esperanza Representative Signature

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Printed Name

## OFFICE USE ONLY – DEPOSITS & APPROVAL INFORMATION

Amount of Deposit: \$ \_\_\_\_\_ Received On: \_\_\_\_\_ Received By: \_\_\_\_\_

Form of Payment: Check # \_\_\_\_\_ Money Order # \_\_\_\_\_

Amount of Rental Payment: \$ \_\_\_\_\_ Received On: \_\_\_\_\_

Received By: \_\_\_\_\_ Form of Payment: Check # \_\_\_\_\_ Money Order # \_\_\_\_\_

Manager Action: Reviewed & Approved \_\_\_\_ Not approved \_\_\_\_ Initials: \_\_\_\_ Date: \_\_\_\_\_

Pool Access Approved \_\_\_\_ Not Approved \_\_\_\_ Initials: \_\_\_\_ Date: \_\_\_\_\_

Rental Status: Tentative Cancelled Day: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Cancelled Day: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

### Notes:

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- XV. **Conflict** - In the event of any conflict between these Rules and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.
- XVI. **Facility User's Agreement** - This is not necessarily an exhaustive list of all policies, procedures, and rules associated with The Club At Esperanza and Esperanza Common Areas. While this is intended to be an accurate reflection of all procedures, management reserves the right to revise any policies, rules, schedules, etc. as circumstances change (e.g. emergencies, change in personnel, workload, community issues, etc.). I have read and understand and will adhere to the policies and procedures above which have been established by the Esperanza Community Association, Inc. I understand that failure to follow these policies and procedures may jeopardize my household's privilege to use the facilities and/or programs.

I also understand that it is my responsibility to keep current on all policies and procedures of The Club At Esperanza and Esperanza Common Areas and Amenities and to inform the Facility Users associated with my Lot of the policies and procedures, as they too must adhere to The Club At Esperanza and Esperanza Common Areas Rules.

### **Informed Consent, Release and Waiver Agreement**

I am a member of the Esperanza Community Association, Inc. (the "Association") and are registering for use of the common area facilities, whether or not such facilities are specifically identified, owned by the Association (the "Facilities"). I understand that the Facilities are owned and/or maintained by the Association and that Lookout Development Group, L.P. (collectively referred to herein as "Declarant" which shall include all of Lookout Development Group, L.P.'s subsidiaries, affiliates, partners, directors, shareholders, officers and employees) or the Association does not, by provision of these Facilities, assume any responsibility or liability to me, my children, Occupants or my guests, and I undertake such use AT MY OWN RISK. I understand that my access to the Facilities is subject to these Esperanza Facility User Rules and Guidelines.

By my signature below, I acknowledge that I have reviewed and understand these foregoing Rules. Furthermore, I accept the current and future condition of the Facilities and the Property on which the Facilities are located (the "property") **as is and with all faults**. I understand that the Association and Declarant makes no implied or express representations or warranties of any kind whatsoever regarding the Facilities and the Property, including, but not limited to, the safety or security of the Facilities and the Property, the compliance of the Facilities and the Property with any applicable law, or the fitness for any by me or my children, my Occupants, agents, guests, and invitees. I understand that no affirmation of the Association or Declarant, by words or actions, shall constitute a warranty of any kind whatsoever. **In addition, I understand that the Association or Declarant shall not be liable to me or my children, my Occupants, agents, guests, and invitees, or any third party for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of my children, my Occupants, agents, guest or invitees, and I agree to indemnify and hold harmless the Association and Declarant from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, from any such damage.** I understand that the Association and Declarant shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association or Declarant, or their directors, officers, employees, or agents. Furthermore, I understand that the use of the Facilities is a privilege offered by the Association that can be suspended for a length of time to be determined by the Association's Board of Directors if: (1) I am delinquent in my Association assessments, (2) my property or home is in violation of any applicable Esperanza Covenant, (3) if I, members of

my family, Occupants, agents, guests or invitees violate any of these Rules, or (4) for any other violation of the rules, regulations, policies, design guidelines (if any ), or other governing documents of the Association. I **HEREBY RELEASE ON BEHALF OF MYSELF AND ANY MINOR CHILD TO WHOM I AM GUARDIAN, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, DECLARANT, THE ASSOCIATION, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY AND FURTHER I UNDERSATND THAT I WILL BE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE THAT I OR MY OCCUPANTS, AGENTS, GUESTS AND INVITEES MAY CAUSE TO THE FACILITIES.**

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read and understand these Rules including the Informed Consent, Release and Waiver Agreement above and agree to abide by those Rules and all other rules, regulations, policies, design guidelines (if any) or other governing documents of the Association. I acknowledge that these Rules and other regulations and rules of the Association may be changed from time to time.

Owner Signature: \_\_\_\_\_

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

Owner Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

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



EXHIBIT B

TABLE OF RULES AND REGULATIONS

Esperanza Facility User Rules and Guidelines

4

9	AMENDED AND RESTATED RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR PHASE 1, PHASE 1B, PHASE 2A, PHASE 2B, PHASE 2D, PHASE 2E AND THE ESPERANZA 1.787 ACRE TRACT April 2020	ESPERANZA PHASE 1, PHASE 1B, PHASE 2A, PHASE 2B, PHASE 2D, PHASE 2E AND THE ESPERANZA 1.787 ACRE TRACT	00341784	KENDALL	5/13/2020	1760/745
10	RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR ESPERANZA PHASE 1C April 2020	ESPERANZA PHASE 1C	00341787	KENDALL	5/13/2020	1760/788
11	RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR ESPERANZA PHASE 2C April 2020	ESPERANZA PHASE 2C	00341788	KENDALL	5/13/2020	1760/811

Filed & Recorded in:

**KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK**

07/29/2020 09:44AM

Document Number : 00344505  
Total Fees : \$150.00

Receipt Number - 112539  
By Deputy: Jane Collette

This Document has been electronically received by this  
Office for Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was e-filed in File  
Number Sequence on the date and at the time stamped  
hereon and was duly recorded in the OFFICIAL RECORDS  
Records of Kendall County, Texas on

07/29/2020  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By: Jane Collette Deputy