

BRIARGROVE PARK PLAYGROUND MEMBERSHIP, ACCESS CARD AGREEMENT AND RULES

This Playground Membership, Access Card Agreement and Rules (this "Agreement") is entered into by and between Briargrove Park Property Owners, Inc. (the "Association") and the party whose name is set forth below (the "BGP Playground Member") for the use of the Briargrove Park playground, pavilion and restroom facilities (collectively, the "BGP Playground Facilities") located at 2301 Seagler, Houston, Texas 77042 for the current year.

1. General Conditions:

- (a) Membership Requirements: All persons wishing to use the BGP Playground Facility must: (i) pay the annual playground membership fee (the "Annual Playground Fee") and (ii) purchase a playground access card (the "Playground Access Card").
- (b) Fees: The Annual Playground Fee is due and payable no later than January 1 for an existing BGP Playground Member or concurrently with submission of this Agreement for a new BGP Playground Member. The Annual Playground Fee covers a twelve-month period from January 1 to December 31 and will not be adjusted or prorated for a lesser period. The fee becomes delinquent if not paid by February 15. If the Annual Playground Fee remains unpaid, the BGP Playground Member's Playground Access Card will be deactivated on March 1 and the BGP Playground Member will no longer have the right to use the BGP Playground Facilities.
- (c) Payment: All payments must be made by check or in cash in the appropriate amount at the Association subdivision office. The Association subdivision office is not responsible for making change. Credit cards are not accepted.
- (d) BGP and BC Maintenance Fee: Any Briargrove Park ("BGP") or Briar Court ("BC") property owner or resident who wishes to use the BGP Playground must become a BGP Playground Member. A BGP or BC property owner or resident who wishes become a BGP Playground Member must be current in the payment of his/her annual Association maintenance fee or other charges assessed under the current deed restrictions applicable to the BGP Playground Member's property.
- (e) Playground Access Card: The BGP Playground Member will be issued one Playground Access Card upon payment of (i) the Annual Playground Fee and (ii) the initial Playground Access Card fee. A BGP Playground Member may purchase one (1) additional Playground Access Card for his/her immediate family. In no event may a BGP Playground Member's immediate family have more than two Playground Access Cards.
- (f) Lost Playground Access Card: In the event a BGP Playground Member loses his/her card(s), the BGP Playground Member must notify the Association subdivision office immediately so that the card(s) may be deleted from the Playground Access Card system. The subdivision office number is 713-782-6761. The BGP Playground Member is responsible for obtaining a replacement card paying the replacement card fee for each lost card.
- (g) Pavilion Rental: A BGP Playground Member may reserve the BGP pavilion located within the BGP Playground Facilities (the "Pavilion") for exclusive use for an intended function during BGP Playground hours (9:00 a.m. to dusk) for a maximum of three (3) hours, including set up and clean up time. The exclusive use is for the Pavilion only and does not entitle the BGP Playground Member to the exclusive use of the other BGP Playground Facilities. A copy of the Pavilion Rental Agreement is available at the Association subdivision office.

2. Rules: The Board of Directors of the Association has formulated and approved the following "BGP Playground Facilities Rules" for benefit and safety of all BGP Playground Facilities users.

- (a) Use of Playground Access Card: Only BGP Playground Members and their guests shall use the Playground Access Card(s). BGP Playground Members may not loan their Playground Access Card to any other person and may not allow any other person to:

- (i) use the BGP Playground Member's Playground Access Card to gain access to the BGP Playground Facilities, or
 - (ii) follow the BGP Playground Member into the locked BGP Playground Facilities without using a separate Playground Access Card.
- (b) **Playground Member Present:** BGP Playground Members must remain in the BGP Playground with their guests at all times.
- (c) **Gate and Restroom Doors:** BGP Playground Members will not leave or prop the BGP Playground Facilities access gate or restroom doors open for any purpose or permit their guests to do the same.
- (d) **No Barbeque:** No BGP Playground Member, his/her guests or vendors may cook or barbeque in the BGP Playground.
- (e) **No Alcohol/Illegal Drugs:** No alcoholic beverages, illegal substances or weapons may be used, consumed, served or otherwise provided at any time within the BGP Playground, BGP Pavilion or restrooms, BGP Pool and BGP Pool fenced area, BGP tennis courts gated area, Association subdivision office building, grounds adjacent to the building, and/or subdivision parking areas (collectively, the "BGP Facilities and Areas"). Persons under the influence of alcohol or drugs are not allowed within the BGP Facilities and Areas.
- (f) **No smoking:** All BGP Facilities and Areas are non-smoking. No smoking, other tobacco use or gum chewing use are permitted within the BGP Facilities and Areas.
- (g) **Behavior:** Disorderly conduct, profane language and inappropriate behavior are NOT permitted within the BGP Playground and other BGP Facilities and Areas.
- (h) **Ceiling Fans:** No BGP Playground Member will hang or attach or permit his/her guests to hang or attach any items or decorations on the ceiling fans in the BGP Pavilion.
- (i) **Vehicles:** Except for wheelchairs, baby carriages and strollers, no wheeled vehicles (bicycles, tricycles, skateboards, roller blades, etc.) or motorized vehicles are allowed within the BGP Playground. Irresponsible operation of any motor vehicle in the Association subdivision parking lot is prohibited.
- (j) **Animals:** NO animals are allowed inside the BGP Playground or BGP Pavilion, except service animals.
- (k) **No Liability for Damage; Indemnity:** **The Association is not responsible for damage to or loss of personal property brought into the BGP Playground Facilities and/or personal injury sustained because of using or entering the BGP Playground Facilities. The cost to repair or replace any of the BGP Playground Facilities because of damage arising from intentional or malicious acts or the failure to act by a BGP Playground Member will be the responsibility of the BGP Playground Member.**

The BGP Playground Member is solely responsible for the safety and wellbeing of the BGP Playground Member and all of the BGP Playground Member's guests and invitees using the BGP Playground Facilities. In consideration of the use of the BGP Playground Facilities, by signing this Agreement, the BGP Playground Member expressly agrees to defend, indemnify and hold harmless BGP and its officers, directors, agents and employees against the consequences, claims, injury, causes of action and/or liability arising in connection with the BGP Playground Member's use and/or the BGP Playground Member's guests' use of the BGP Playground Facilities, including but not limited to, such parties' negligence, gross negligence and willful and malicious conduct, regardless of whether such negligence, gross negligence and willful and malicious conduct was the sole, proximate or producing cause or the joint and concurrent proximate or producing cause of the consequences, claims, injury and liability to persons or property sustained as a result of the BGP Playground Member's use and/or the BGP Playground Member's guests' use of the BGP Playground Facilities.

- (l) Venue; Attorneys' Fees: Should it become necessary for either the Association or the BGP Playground Member to institute any action to enforce the provisions of this Agreement, such action shall be instituted in the courts of competent jurisdiction of Harris County, Texas and shall be construed under the provisions of the laws of the State of Texas. The prevailing party may recover all costs of suit and all reasonable attorneys' fees incurred in connection with any such action.
- (m) **Failure to Follow Rules**: The BGP Playground Member must comply and by his/her signature hereby agrees to comply with all of the BGP Playground Facilities Rules set forth in this Agreement. **Failure to abide by these rules may result in suspension of the BGP Playground Member's right to use the BGP Playground Facilities and/or revocation of the right to future use of the BGP Playground Facilities.**

This Agreement is executed and accepted on _____, 20__.

BGP PLAYGROUND MEMBER:

BRIARGROVE PARK PROPERTY OWNERS, INC.

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____