

KTMC Website User Agreement, Facilities Usage Release Agreement, Fitness Center Policy, Pool Rules

(COLLECTIVELY, THE "RESIDENT AGREEMENT")

Located at: 201 Kissing Tree, San Marcos, TX 78666

Phone: 512-749-1245

Email: ktmc@coherelife.com

Web Site: kissingtreeresidents.org

Website User Agreement

LAST REVISED: June 17, 2022

This is an agreement between you and the Kissing Tree Master Community, Inc. (KTMC). In addition to the terms below, it specifically incorporates as though restated in full herein the Terms of Use established by Kissing Tree Master Community, Inc. Board of Directors and its subsidiaries and affiliates (collectively, "Kissing Tree") including all of the rights granted to Kissing Tree.

By clicking "I agree to the terms" below, you agree on behalf of yourself and all members and/or guests of your household, to accept and abide by all of the terms and conditions found in the User Agreement for use of kissingtreeresidents.org web site ("Web Site"), as posted at kissingtreeresidents.org and updated from time to time.

Kissing Tree Master Community may change, or add to, their respective terms and conditions at any time and reference to the term "User Agreement" includes any such changes or additions. New or revised terms and conditions will be posted on the Web Site and will be effective immediately upon posting. Your continued use of the Web Site will serve as your agreement to abide by all such new or revised terms and conditions. If at any time, any term or condition of this User Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Web Site. Access to the Web Site is conditioned upon each resident's acceptance of the User Agreement.

1. The Web Site is for Kissing Tree residents and is designed to promote neighbor to neighbor interaction through an exclusive on-line web site. Only residents of Kissing Tree and KTMC's authorized employees, representatives, agents or affiliates and its service providers may access the Web Site.
2. The Web Site and its content is intended for personal use only and it will be managed and operated by KTMC. All content published on the Web Site will be subject to review, modification, and or deletion by KTMC.
3. You are fully responsible for, and you agree to monitor and supervise, all use of the Web Site by guests and members of your household from your home or otherwise to ensure compliance with this User Agreement. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18 YEARS OF AGE. RESIDENTS UNDER 13 YEARS OLD MAY NOT ACCESS THE WEB PORTAL.
4. The Web Site provides access to information, software, photographs, audio, video, graphics, links and other material (collectively referred to as "Content") that is legally protected by KTMC and/or others under patent, copyright, trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Web Site.

5. KTMC has the right, in its sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Web Site, at any time for any reason without prior notice or liability. KTMC may also change, suspend or discontinue all or any aspect of the Web Portal at any time without prior notice or liability. In accordance with the Terms of Use for KTMC (in its sole discretion), has the right to immediately and without any prior notice to suspend or terminate your registration with or ability to access the Web Portal and/or any other service provided to you by Kissing Tree.
6. Your privacy is important to Kissing Tree. The Privacy Policy is posted on the Web Site.

Kissing Tree Master Community, Inc. Facilities Usage Release Agreement

BRIVO Mobile Pass

The BRIVO mobile pass is used by Kissing Tree residents and contractees to access the Fitness Center and Swim Center during normal operating hours. The BRIVO mobile pass and/or access card cannot be used by anyone other than the person to whom it was issued.

To be eligible for a BRIVO mobile pass or access card, you are required to:

1. Reside in Kissing Tree and listed as resident on Age Verification Survey or be named on the Brookfield contract for a home that is currently under construction in Kissing Tree; and
2. Complete and sign the Community Registration Form and Usage Release Agreement.

Before closing on the home, only those who are listed on the Brookfield contract may have access to BRIVO. After closing, the BRIVO Mobile Pass is available at no cost for all household members (1 pass/resident, as listed on Age Verification Survey) who own a smartphone.

Authorization, Waiver, and Indemnification by Parent(s) or Legal Guardian(s) of Minor Child(ren) Under 18

I, for myself, my heirs, guests, and for any minor children listed above (each, a “User”), HOLD HARMLESS AND RELEASE Kissing Tree Master Community, Inc., a Texas nonprofit corporation (the “Community”), and the Community’s managers, agents, employees, affiliates, officers, and directors (the “Released Parties”), from any and all claims, causes of action, demands, losses, damages, expenses, and costs, including, but not limited to, any claim for personal injury or property damage, including death, arising out of or relating in any way to use of the Community’s facilities or property (the “Property”), including any such claims arising out of or caused by any act or omission by the Released Parties, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH USER’S USE OF THE PROPERTY, INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES.

Authorization of Medical Treatment

In the event I cannot be reached, I authorize and direct any employee or agent representing the Community to make emergency medical decisions for the child(ren) and release the Community from liability for the cost of such medical treatment

Applicable Rules

I acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the Community, as currently in effect and as may be amended from time to time.

Photo Release

I acknowledge and agree that images of me and my family may be used in promotional materials for the Kissing Tree community which may be published in print, video or digital format.

I have read and understand the terms of this Authorization and Waiver and have willingly signed below as my own free act, being both of lawful age and legally competent to do so.

Kissing Tree Master Community, Inc. Fitness Center Policy

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant, recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas and that certain Kissing Tree Policy Manual, recorded under Document No. 16036506, in the Official Public Records of Hays County, Texas, each as the same may be amended from time to time.

1. **Use.** The fitness center area (the "Fitness Center") is available only to Owners, Occupants and their guests unless otherwise approved in advance by the Board of Directors, or Manager. All users should be properly trained on how to use the equipment in the Fitness Center. All guests must be accompanied by an Owner, or Occupant unless otherwise approved in advance by the Board of Directors, or Manager.
2. **Hours of Operation.** Use of the Fitness Center is only permitted during designated hours, as posted in a location in the Fitness Center area and on the Association's website. The scheduled days and hours of operation will be determined by the Association and are subject to change without notice. The Manager and/or the Association may modify hours of operation as needed without notice.
3. **Maintenance.** The Fitness Center and/or surrounding area may be closed for various periods of time to facilitate maintenance and to maintain standards set forth by Applicable Law.
4. **No Private Rental.** The Fitness Center is not available for private rental.
5. **Pets Not Allowed.** Pets are not allowed in the Fitness Center except leashed service animals. Every effort will be made to accommodate those with special needs. Please contact the Manager for assistance or questions.
6. **Physician Consultation.** Owners, Occupants, and their guests interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.
7. **Personal Trainers and Fitness Programs.** Use of personal trainers, group fitness instructors, and other wellness professionals is prohibited in the Fitness Center unless approved in advance by the Manager or Association. Any fitness program operated, organized, established, and/or run by the Manager shall have priority over all other users of the Fitness Center. The Association and Manager are not present to provide personal training, exercise consultation or athletic instruction.
8. **Fitness Center Equipment.** Weights or other fitness equipment may not be removed from the Fitness Center. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the free weights. Free weights and all other fitness equipment shall be replaced to their proper locations after use. Throwing objects or equipment against any wall is prohibited. Owners, Occupants, and their guests are responsible for wiping off fitness equipment after each use. Sanitary wipes are provided and can be found throughout the Fitness Center. Any faulty or damaged equipment should be reported to the Association immediately.
9. **Attire and Footwear.** Appropriate attire and athletic footwear (covering the entire foot) must be worn at all times within the Fitness Center. Appropriate attire includes t-shirts,

tank tops, athletic shorts (no jeans or cut-off jeans), and/or sweat suits. Swimsuits, sandals, flip-flops, and bare feet are not permitted.

10. **Group Exercise Rooms.** Scheduled group exercise classes have priority over all other activities in the group exercise rooms and designated multi-purpose rooms. Non-scheduled time in the group exercise rooms is available on a first-come, first-served basis.
11. **Prohibitions.** The following are NOT permitted in the Fitness Center:
 - a. Rough play;
 - b. Excessive screaming;
 - c. Language that is loud, abusive, vulgar, cussing or harassing in nature;
 - d. Loud or inappropriate music (personal audio or visual devices may only be used with headphones);
 - e. Glass containers of any kind and other breakable items (water, sports drinks, and other beverages are permitted if contained in non-breakable containers with screw top or sealed lids);
 - f. Food;
 - g. Hand chalk;
 - h. Loitering during non-posted hours of operation;
 - i. Tobacco products, smoking and/or vaping;
 - j. Use of controlled substances and/or alcoholic beverages; and
 - k. Public intoxication.
12. **Trash and Debris.** Owners, Occupants, and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.
13. **Use of the Fitness Center Is At Your Own Risk.** The Association is not responsible for accidents, injuries or loss of personal property. The Fitness Center is unattended. Owners, Occupants, and their guests use the Fitness Center and its equipment at their own risk and are solely responsible for the safety and wellbeing of themselves, their guests, any minors under their supervision and that of any designated childcare providers.
14. **Emergencies.** For injury or life-threatening emergency assistance, call 911. After contacting 911, if required, all emergencies and injuries must be reported to the Association and/or the Manager.
15. **Violation.** Owners, Occupants, and their guests shall abide by and comply with Applicable Law, this Fitness Center Policy and all other Rules while present at or utilizing the Fitness Center and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this Fitness Center Policy or Rules and/or misuse or destruction of Fitness Center property, improvements or equipment may result in the suspension or termination of access rights to the Fitness Center as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of Fitness Center property, improvements or equipment.
16. **Additional Restrictions.** The Board reserves the right to amend these restrictions or impose additional restrictions on use of the Fitness Center as warranted.

Kissing Tree Master Community, Inc. Pool Rules

1. As there is no lifeguard on duty, use of the pool facilities at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Club immediately.
2. Please do not enter the pool with a cold, skin or other body infection, open wound, diarrhea, or other contagious condition.
3. Any person who is incontinent or who is not toilet trained must wear protective swim attire, such as tight-fitting rubber or plastic pants or a swim diaper at all times.
4. Children younger than 19 must be accompanied by an adult.
5. Swimming is permitted only during designated hours.
6. Showers are required before entering the pool.
7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
8. Food is allowed only in designated areas of the pool facilities; absolutely no food or beverage allowed in the pool, on pool ledges, or on column support beams.
9. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, and Bermuda shorts are not considered appropriate swimwear.
10. Radios, televisions, and the like are permitted only when played at a sound level which is not offensive to other guests.
11. Pets (with the exception of service animals), bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
12. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
13. Running, ball playing, dunking, pushing, and hazardous activities are not permitted in the pool area.
14. Diving is not permitted unless otherwise indicated at the pool. Jumping from any ornamental fixture (i.e., fire pits, rock walls, etc.) is strictly prohibited.
15. Fishing spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
16. Throwing footballs, flying discs, tennis balls or other objects, spitting or spouting water and tag games are not allowed in the pool area.
17. Guests may be allowed to bring food, drinks, or personal coolers into the pool area so long as it is approved in advance by the Club.
18. Guests are prohibited from bringing alcoholic beverages to any Club Facilities.
19. Guests are prohibited from bringing firearms to any Club Facilities.
20. All persons using the pool furniture are required to cover the furniture with a towel.
21. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, and all other trash in the proper receptacles.
22. Smoking is prohibited in the pool area.
23. Lounge chairs, umbrellas and other personal property belonging to the Club are to remain out of the water to protect the item from water damage.
24. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
25. The Club has the authority to expel from the pool area anyone who does not follow rules established by the Club.