



The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

VILLAGES OF TOWN CENTER OWNERS ASSOCIATION, INC.  
CHARTER NUMBER 01335997

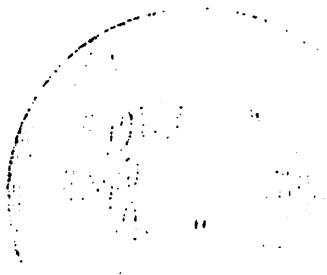
THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED DEC. 5, 1994

EFFECTIVE DEC. 5, 1994

  
*Rowell Kirk*  
Secretary of State

AS PER ORIGINAL

EXHIBIT "A"  
GENERAL POOL RULES  
(UNLESS PROVIDED BY CLIENT)

1. Patrons should not talk with the guard on the stand unnecessarily.
2. Lifeguards only in the guard room and pump room.
3. No running or excessive horseplay.
4. Toys will be allowed but must be of soft materials and its use will ultimately be left to the discretion of the lifeguard.
5. No loud, abusive, vulgar language.
6. No pets, except seeing eye dogs in pool area.
7. No electrical cords, battery operated radios only at a low volume.
8. No glass items in pool or pool areas.
9. No food, drinks, or gum in pool.
10. No alcoholic beverages.
11. Only children \_\_\_ years of age and under may use the wading pool. These children must be accompanied by an 18 year old or older person.
12. Children \_\_\_ years and under must be accompanied by an 18 year old or a guardian. Lifeguards are not responsible for supervision of underage children.
13. Swim suits only!
14. All persons must shower before entering the pool.
15. Persons with open cuts and sores are not allowed in the pool.
16. Only people with proper identification admitted. Two guests per pool tag may be admitted.
17. There will be a rest period of 10 minutes until the hour, each hour the pool is open. Adults only may swim at that time at multi-guard pools.
18. No diving in shallow water!
19. No floating devises (floaties, rafts, inner tubes...).
20. One person on the diving board and base at a time.
21. Dive straight off the board - not to the side.
22. Face forward while approaching the stand and while on the diving board.

\*\*\*THE LIFEGUARD HAS FULL AND FINAL AUTHORITY ON ALL MATTERS CONCERNING THE POOL.

**EXHIBIT B  
CLOSING THE POOL**

WHENEVER THE POOL IS CLOSED, ALL PATRONS SHOULD BE OUTSIDE THE FENCED AREA AND ALL ENTRIES LOCKED.

**RAIN**

The pool may remain open when it is raining if there is no lightning or thunder, but the lifeguard may close the pool if in his opinion it is raining hard enough to create a safety hazard (i.e. unable to see the bottom of the pool). The pool will reopen when, in the opinion of the lifeguard, it is safe.

**LIGHTENING AND THUNDER = RED CROSS POLICY**

The pool will be closed at the first sight of lightning or sound of thunder. It will remain closed for 15 minutes after the last sighting of lightning or sound of thunder; at which time, swimmers will be allowed to return to the facility.

**FECAL MATTER IN THE POOL**

The pool will be closed to all swimmers when it is determined that fecal matter is present in the pool water. The guard will remove and dispose of all possible fecal matter, vacuum the pool if necessary, and then contact QUALITY POOLS AND MANAGEMENT office to determine proper procedures to super chlorinate the pool water. The supervisors/owners will determine how long to keep the pool closed based on chemical readings and conditions of the pool. The time the pool is closed could vary from 10 minutes to 24 hours. The pool will be closed until a safe chemical range for swimmers has been reestablished.

**CLOSED DAYS**

Every \_\_\_\_\_ will be closed during the open season for an overall clean-up and lifeguard inservice training meeting.

**SCHOOL**

The pool will not be open if that day falls on a public school day unless agreed to in writing or by written change order to contract prior to signing of the contract.

"Exhibit C"

Client will provide at no additional cost to the Contractor the following items at the pool. If the Contractor furnishes these items the Client will be invoiced as follows.

First Aid Materials: \$39.95

*Inventory*

1 Non-rusting First Aid Container  
10 Antiseptic Wipes  
30 Band aids  
30 Cotton Swabs (Q-Tips)  
30 Cotton Balls  
1 First Aid Cream  
10 Sterile gauze pads - Small 2" x 3"  
5 Sterile gauze pads - Large 3" x 3"  
5 Triangular Bandages  
2 Cold packs  
1 Hydrogen Peroxide  
1 Rubbing Alcohol  
1 Hand Soap  
1 CPR Face Shield (one per lifeguard position)  
2 Red Disposable Contamination Bags  
1 Scissors  
1 Tweezers  
1 box Disposable First Aid Gloves  
Goggles  
Forearm length thick gloves (for protection)  
Fanny Pack for immediate use (one per each guard on duty)  
First Aid Manual/Booklet

Test Kit (Taylor 2005) \$42.00

Restore cold packs as needed: 4" X 5" \$3.00 each  
3" X 7" \$5.00 each

**EXHIBIT "D"**  
**POOL PARTY PROCEDURES**

1. The Client will provide a Pool Party Liaison that will be in contact with the Contractor in regards to pool parties. To schedule a pool party, the Client's membership will relay/fax specifications of the party to the Contractor. The Contractor will log the party information and coordinate staffing of the lifeguards. Then the Contractor will fax a confirmation notice of the scheduled party back to the pool party liaison on a weekly basis.
2. The Client is responsible to collect any fees of deposits it requires. The Contractor is responsible to collect the lifeguard fees. The lifeguard fees are to be paid by a check addressed to the Contractor and will be collected prior to the party by the lifeguards on duty. The fee for private parties should not exceed \$15.00 per hour per lifeguard including set-up and clean-up time.
3. All pool parties must be scheduled at least 10 working days in advance of the party date
4. Any changes to pool parties already scheduled must be made at least 5 working days in advance of the party date.
5. Every pool party has a 2-guard, 2-hour minimum. Two lifeguards are required for safety reasons. If an accident occurs, there must be two certified lifeguards to safely make the rescue.
6. Cancellation Policy: Pool parties must be canceled at least 1 working day in advance of the party date. The Association will be invoiced for the first hour of any party that fails to cancel without 1 working day advance notice.
7. Inclement Weather Cancellation: A party may be canceled if at least one hour notice is given. To do so, a person-to-person conversation must take place between the Pool Party Sponsor and the Contractor.
8. Pool parties will not take place on the day that the pool is normally closed for maintenance. \*Unless special permission is given by the Contractor.
9. Pool parties will not take place during pool hours or in the mornings prior to pool openings.
10. Pool parties will not take place on dates prior to Memorial Day Weekend or after Labor Day Weekend.

11. No party shall continue beyond 12:00 midnight. The Contractor will strictly enforce the pool rules at parties on the premises on the pool area and if for any reason the persons attending do not adhere to the pool rules, the pool will be closed.

12. Any use of the pool outside regular operation where Contractor does not provide supervision will require the Client to hold the Contractor harmless and to provide the Contractor with a signed release of liability. Client must also provide copies of their Insurance as well.

"EXHIBIT E"  
Recreational Programs

1. Instructors--Swimming Lessons: It is mutually agreed that the Contractor will have exclusive rights to teach swimming lessons at the pool if a qualified instructor is available and there are a minimal number of students necessary to conduct such a class. The cost of these lessons will not exceed \_\_\_\_\_ for 8 lessons. There must be a minimum of 4 students for a class. Instruction will be given at a time that will not interfere with normal pool operation. All money from teaching swimming lessons will become property of the Contractor. Homeowner Association members will take precedence over Non-Homeowner Association members when signing up for swim lessons.

2. Instructors--Semi-Private Swimming Lessons: It is mutually agreed that the Contractor will have exclusive rights to teach semi-private swimming lessons at the pool if a qualified instructor is available and there are a minimal number of students necessary to conduct such a class. The cost of these lessons will not exceed \_\_\_\_\_ for 6 lessons. There must be a minimum of 2 students for a class. Instruction will be given at a time that will not interfere with normal pool operation. All money from teaching swimming lessons will become property of the Contractor. Homeowner Association members will take precedence over Non-Homeowner Association members when signing up for swim lessons.

3. Lessons may be sub-let to others by mutual agreement between Quality Pools and Management Inc. and Client for a fee of \$5.00 per student per session. Quality Pools and Management, Inc. will provide no liability in the event of this acceptance.

RET:

HOOVER, BAX & SLOVACEK, L.L.P.

P O BOX 4547

HOUSTON, TX. 77210

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dianne Wilson*

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JM \$61.00

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS