

The Villas of Babcock (Summerwind) Homeowners Association, Inc.
Architectural Control Committee (ACC) Waiver and Release of Liability

Instructions: Return this notarized waiver for your driveway extension before beginning your improvement by mail to The Villas of Babcock (Summerwind) HOA, Inc., P.O. Box 291030, San Antonio, TX 78229, by fax to (210) 579-7427 or by email to admin@summerwindhoa.com. If any improvement is made without receipt of this notarized waiver, the Association has the right to ask the homeowner to remove the improvement from the property.

SECTION I

I, _____ **ACKNOWLEDGE**
that:

- a. The Declaration of Covenants, Conditions and Restrictions of the Villas of Babcock (Summerwind) Homeowners Association, Inc. prohibits any expansion of a driveway onto an easement.
- b. The Villas of Babcock (Summerwind) Homeowners Association, Inc. is not granting me permission to do such construction on an easement.
- c. Construction of a driveway extension on an easement may require both a city permit and permission of any and all utility companies.
- d. The Villas of Babcock (Summerwind) Homeowners Association, Inc. will not defend me in the event that I am cited by the City of San Antonio for failure to secure the appropriate permissions; and
- e. The Villas of Babcock (Summerwind) Homeowners Association, Inc. is not giving me permission to violate city codes.

I HEREBY ASSUME THE RISKS OF EXPANDING MY EXISTING DRIVEWAY ONTO AN EASEMENT to include but not limited to:

- a. The City of San Antonio or the utility companies may require me to remove at my own expense any structures placed on an easement.
- b. Even if I secure permission, the utility companies have the right without securing my permission to remove any or all of the structure in order to repair or service the utility lines. The utility companies can do this without any liability. I will be required at my own expense to make any and all repairs to the driveway extension on the easement within 90 days in the event it is completely or partially removed by a utility company(s).

I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors and assigns: a) **I WAIVE, RELEASE, AND DISCHARGE** from any and all claims or liabilities for damages of any kind which may arise due to my actions, **THE FOLLOWING PERSONS OR ENTITY:** The Villas of Babcock (Summerwind) Homeowners Association, Inc., directors, officers, agents or employees of the Association; b) **I AGREE NOT TO SUE** any of the persons or entity listed above for any of the claims or liabilities that I have waived, released or discharged herein; and c) **I INDEMNIFY AND HOLD HARMLESS** the persons or entity mentioned above from any claims made or liabilities assessed against them as a result of my actions.

SECTION II

In consideration of the Declaration of Covenants, Conditions and Restrictions of the Villas of Babcock (Summerwind) Homeowners Association, Inc. and any requirements set forth by the City of San Antonio and the utility companies for construction of a driveway extension on an easement, I certify that:

1. I have read and understand the Waiver and Release of Liability;
2. I understand that I have given up substantial rights; and
3. I agree and consent to abide by the Waiver and Release of Liability set forth herein.

Printed Name of Homeowner

Address for Waiver (include City, State & Zip Code)

Signature of Homeowner

Date

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____ 2014 by _____ (HOMEOWNER).

NOTARY PUBLIC, STATE OF TEXAS