

Homeowners Association

Dear Two Sunset Pointe Homeowner,

Welcome to the community and congratulations on the purchase of your new home!

We look forward to meeting you whether it be to stop by and pick up a pool card, pay your assessments, rent any of the amenities, or to just say hello. The office is open Monday to Thursday 8:30 AM to 5:30 PM and Friday 8:30 AM to 5:00 PM.

The Homeowners Association is governed by a Board of Directors, who are all volunteer residents of the community. It is the responsibility of the Board to maintain the common area amenities and to ensure that the members of the association comply with the established Governing Documents of Two Sunset Pointe. Protecting the home values is a priority of the Board of Directors.

Two Sunset Pointe features four amenity centers spread throughout the community. Dawn Mist, (located next to our office) features a pool (complete with children's splash pad,) gazebo, playground, two half basketball courts, soccer field, roller hockey rink, and baseball field. Our center at 2604 Leisure Lane features a pool, playground, and gazebo area. Our other two centers at 2701 Bahia Rio and 3076 Seabrook include pools and playgrounds. Electronic keycards (issued at our office) are used to enter the pool areas. You may also rent any of the amenity centers for birthday parties and events.

There are also two catch-and-release fishing ponds adjacent to the walking trails around the canal at Sunflower Drive and 423. This common area is great for exercise and is open from dawn to dusk each day.

The assessments (\$165) are paid quarterly on the first day of January, April, July, and October. You also have the option to pay the entire annual amount of \$660. You will receive notice of the following year's assessments around Thanksgiving of each year. If you do not receive in the mail by December; please stop by the office by the Dawn Mist Pool and we will be happy to print a statement for you. We accept payments at our office via check, cashier's check, or money order. If you would like to set up online payments, please see the Payment Options sheet included in your welcome packet.

SBB Management is our association management company. The SBB office may be reached at 972-960-2800. Important information about your account, the community guidelines, and other documents can be accessed through your online portal at https://owner.sbbmanagement.com. Please sign up to receive emails to stay informed of community events, projects, Board meetings, and urgent updates.

As a new homeowner, you may already have some ideas on how you would like to improve your property. Please keep in mind, the Association has Architectural Design Guidelines for any modifications to the exterior of your home or lot that are visible from the street, common areas, etc. These guidelines must be followed to protect the aesthetics and continuity of the community. Please do not purchase materials or start any projects without prior written approval from the Architectural Review Committee (ARC). ARC applications are available on the website at www.twosunsetpointe.com. The more complete your application is, the faster it may be approved. It is important to understand that the Architectural Review Committee is allowed up to thirty (30) days to review and render a decision on all applications.

Thanks again for choosing to join our Two Sunset Point Community! Feel free to reach out to us with questions or concerns. We are happy to help!

On behalf of the Two Sunset Pointe Homeowners Association's Board of Directors,

Barry Jones, CMCA, AMS, Community Association Manager



Homeowners Association

#### Important Contacts:

Two Sunset Pointe HOA	469-362-0580	2300 Dawn Mist Drive Little Elm, TX 75068	Barry Jones- Community Manager Mike Luzzi- ARC Coordinator Christina Lewis – Social Events Coordinator Cassandra Edwards- Compliance Coordinator www.twosunsetpointe.com
SBB Management Company	972-960-2800	12801 N. Central Expressway, Suite 1401, Dallas, Texas 75243	www.sbbmanagement.com
Town of Little Elm	Find the appropriate department on the website, under "Contact Us".	100 W Eldorado Pkwy Little Elm, TX 75068	www.littleelm.org
Little Elm Police Department	214-975-0460	88 W Eldorado Pkwy Little Elm, TX 75068	www.littleelm.org/134/police
Little Elm Fire Department	214-975-0420	100 W Eldorado Pkwy Little Elm, TX 75068	www.littleelm.org/98/Fire
Little Elm Animal Services	972-377-1898 After Hours/ Nonemergency: 940-349-1600	1605 Mark Tree Lane Little Elm, TX 75068	www.littleelm.org/81/AnimalServices
Little Elm Rec Center	972-731-3277	303 Main Street Little Elm, TX 75068	www.littleelm.org/810/RecreationCenter
Little Elm Library	214-975-0430	100 W Eldorado Pkwy Little Elm, TX 75068	www.littleelmlibrary.org
Community Waste Disposal- Trash	972-392-9300	2010 California Crossing Road Dallas, TX 75220	Find the service schedule and bulk waste information here: <u>www.communitywastedisposal.com/find-</u> <u>my-city/little-elm/</u> <u>www.littleelm.org/1198/Bulk-andBrush-</u> <u>Services</u>

2300 Dawn Mist Drive, Little Elm, TX 75068; Phone (469) 362-0580; Fax (469) 362-0396; www.twosunsetpointe.com



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Bulk Trash- Courtesy Drop Site		1600 Brenda Lane Little Elm, TX 75068	Find the site hours and what to bring with you here: <u>www.littleelm.org/723/CourtesyDropSite-at-</u> <u>Brenda-Lane</u>
CoServ Electric	940-321-7800	7701 S Stemmons Freeway Corinth, TX 76210	Streetlight outages, please report to the Town of Little Elm. Select "Resident Request" on the town website. <u>www.coserv.com</u>
Little Elm Independent School District	972-947-9340	300 Lobo Lane Little Elm, TX 75068	Oak Point Elementary Lakeview Elementary Hackberry Elementary Chavez Elementary Brent Elementary Prestwick STEM Academy Lakeside Middle School Little Elm High School <u>www.littleelmisd.net</u>



#### **NEW OWNER INFORMATION SHEET**

Office Hours: Monday - Thursday 8:30am to 5:30pm Friday 8:30am to 5pm Closed Saturday and Sunday

Today's Date:			
Homeowner Name: First	Last		
Homeowner Name: First	Last		
Two Sunset Point Address:			
Mailing Address (If Different):			
Home Number:	e Number: Mobile Number:		
Secondary Phone Number:			
<ul> <li>YES, please add my Email a updates.</li> </ul>	address so that I may receive community information and		
Email Address:			
Secondary Email Address:			
Closing Date:			
If you have any questions, feel free to a	contactus 460,262,0580 or you can omail us at		

If you have any questions, feel free to contact us 469-362-0580 or you can email us at <u>tspfrontdesk@sbbmanagement.com</u>.



### Waiver and Release of Liability and Use Agreement

I hereby acknowledge that I \_\_\_\_\_\_\_\_ (please print name) or my child(ren) (hereinafter referred to as "User") shall make use of the pool, amenity center, or other common area facilities ("Facilities") which are owned by Two Sunset Pointe, Inc. (the "Association"), and (if applicable) privileges, activities or services whatsoever being offered by Two Sunset Pointe ("Provider") **FREELY, VOLUNTARILY, AND AT YOUR OWN RISK**. Moreover, User hereby agrees and acknowledges to engage in any classes, contest, game, function, exercise, competition, or any other activity operated, organized, arranged or sponsored by the Provider or Association, either on or off the Association's premises **AT OUR OWN RISK**.

User assumes all responsibilities, risks, liabilities, and hazards incidental to the holding of function or activity at the Association's Facilities and irrespective of any acts or omissions by the Associate or its agents, including managing agent, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents, and members past, present and future, and agrees to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for personal injury, death, property damage or any other liability damages, fines or penalties, including costs, attorney's fee and settlements, resulting from any act performed by or omission by User, User's guests/invitees, arising out of or in connection with the use of Association's Facilities.

The association shall have the right and option to terminate this Agreement and require User, User's guests/invitees to leave the Association's Facilities immediately should the Association's agent determine, in his or her sole judgement, that the conduct of such person using the Association's Facilities endangers the health or safety of any person, constitutes a threat to any property or violates federal, state, or local laws or ordinances of the Association's rules and regulations. User hereby agrees to comply with federal, state, or local laws or ordinances governing User's use of the Association's Facilities and all rules promulgated by Association.

Homeowner Signature	Date:
Homeowner Signature	Date:



### **Homeowner Pool Card Request**

Today's Date:	
Two Sunset Point Homeowner:	
Two Sunset Point Address:	
Mailing Address (if different):	
Homeowner Email:	
Homeowner Phone:	Mobile:

I hereby give my permission for my child (ren) ages 13-17 to be allowed access to the pool without my presence. I understand that they will be issued photo identification at the HOA office during normal business hours before being allowed into the pool areas by themselves. I understand that I am responsible for their behavior and will be held responsible in the event that they do not follow pool rules. I understand that the use of any common areas or amenities, including the pools, can be revoked if the rules are not followed.

Minor's Name:	Age:
Minor's Name:	Age:



### **Assumptions of Risk and Release Agreement**

Acceptance of the access card for Two Sunset Pointe pool and amenity center indicates your acknowledgement that the facility will not have Lifeguards or other attendants at all times. You accept responsibility that any members of your household, family and other invited guests use the pool and other Association common areas at their own risk. By acceptance of this card, you understand and expressly acknowledge that you, on behalf of your household, family or invited guests, hold harmless and indemnify the Association and all their respective officers, directors, agents, contractors, employees, heirs, successors, assigns, volunteers and guests from all liability for any injury, loss or damage connected in any whatsoever to your use of the pool or other Association common areas that may result from the Association's negligence, or design of the facility and/or equipment. All personal property brought to the pool or other Association common areas is brought at your sole risk as to its theft, damage or loss. You acknowledge that the members of your household, family or other invited guests will abide by any posted or published rules, procedures or signs associated with the use of the Association's recreational and common facilities and violations may result in a suspension of privileges. You acknowledge that you may be held financially responsible for acts of mischief or vandalism by members of this household, family or other invited guests that result in damage to the Association's equipment or facilities. You acknowledge that if your account with the Association is delinquent, your access to use the pool is suspended until the delinquent situation is corrected. If any provision of this Release if found to be invalid by a court of competent jurisdiction, the remaining portions and provisions of the "Release" shall remain effective and shall be construed as if the invalid portion or provision had not been contained herein.

#### □ Two fobs per household will be issued for \$35. Additional fobs are \$35 each.

Two Sunset Point Homeowner:	
Two Sunset Point Address:	
Mailing Address (if different):	
Homeowner Email:	
Homeowner Phone:	Mobile:
Homeowner Signature:	Date:
(Signature is required for issuance of ac	ccess key.)
	Pool Card #:
	Pool Card #:



## **Use Of Swimming Pools and Related Facilities**

# LIABILITY RELEASE FORM

Name of All Users in Household (including children under the age of 18):

Two Sunset Pointe Address: \_\_\_\_\_\_ Homeowner Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_

The above-listed User(s) is/are resident(s) of TWO SUNSET POINTE and desire to utilize the swimming pools and related facilities (the "Pool Facilities") of TWO SUNSET POINTE HOMEOWNERS ASSOCIATION, IN (the Association"). In connection with being permitted to use the Pool Facilities, the Users execute this Liability Release Form on behalf of themselves and their children or wards, guests, and invitees.

Users acknowledge that the Pool Facilities at TWO SUNSET POINTE are not required to have lifeguards or other attendants.

Users and the undersigned (if different) also hereby acknowledge that the members of my/our household or other invited guests will abide by any and all posted or published rules, procedures, or signs associated with the use of the Association's recreational facilities, and that violations may result in suspension of privileges.

Homeowner Name (Please Print): \_\_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_