

Agreement to Use Association Vehicle Gate(s) and/or Amenities
Release of Liability

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's vehicle gate(s) and/or amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of vehicle gate(s) and/or amenities is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association's agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's amenities by Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

Please review and acknowledge information that follows!

Kensington Trails

Community Pool Rules

*Kensington Trails Homeowners Association is **NOT** responsible for accidents or injuries at the pool. There are **NO** life guards on duty. Residents use these facilities at their own risk.*

POOL HOURS:

April – October
Tuesday – Sunday (Closed Monday for cleaning)
6:00am-9:00pm

- 1. NO DIVING, RUNNING, HORSE PLAY, EXCESSIVE NOISE LEVELS, ABUSIVE LANGUAGE OR ABUSE OF POOL PROPERTY**
- 2. NO CHILD UNDER 16 YEARS OLD WITHOUT AN ADULT**
- 3. NO GRILLS** permitted in the pool area.
- 4. NO GLASS BOTTLES ALLOWED IN THE POOL AREA.** Drinks are allowed in the pool area but not allowed in the pool.
- 5. NO FLOATATION DEVICES** at all except arm floaties, noodles or safety floatation for children
- 6. PARENTS ARE RESPONSABLE FOR THE BEHAVIOR & SAFETY OF THEIR CHILDREN**
- 7. LIMIT OF 4 GUEST PER FAMILY.** Guest must be accompanied by resident while visiting the pool. Resident is responsible for the behavior of their guests. **DON'T** lend your pool card out to anyone.
- 8. POOL GATE SHOULD REMAIN LOCKED AT ALL TIMES.** Under no circumstances should the gate be propped open. The fence and gate that surround the pool area are for residential protection.
- 9. NO PETS ALLOWED** in pool area
- 10. NO TOBACCO PRODUCTS, DRUGS OR ALCOHOLIC BEVERAGES**
- 11. NO SEXUAL CONDUCT** in pool or surrounding areas

12. **TRASH MUST BE DISPOSED OF PROPERLY.** Trash can be thrown away in garbage can on site or taken back to resident's home.
13. **CLEAN UP AFTER YOURSELF WHEN USING THE RESTROOMS.** The restrooms are cleaned and sanitized once a week.
14. **APPROPRIATE ATTIRE REQUIRED;** no cut-offs or jeans allowed in the pool; children that are not potty trained should be in swim diapers
15. **NO SKATEBOARDS, ROLLER BLADES, BICYCLES OR OTHER VEHICLES** allowed in pool area
16. **NO PARTIES ARE ALLOWED** due to limited space and consideration of all homeowners.
17. **HOA WILL NOT BE RESPONSABLE FOR LOST OR STOLEN ITEMS** brought to pool area
18. **VANDALISM AND USING THE POOL AFTER HOURS** will result in loss of access to the pool immediately and criminal charges will be pursued.
19. **ANY DAMAGES OR COST INCURRED BY THE ASSOCIATION FROM DAMAGES OR NEGLIGENCE WILL BE BILLED TO THE HOMEOWNER AND WILL BE SUSPENDED FROM THE POOL PERMANENTLY.**
20. **ONE KEY CARD WILL BE PROVIDED PER HOUSE IN GOOD STANDING AT NO CHARGE. POOL MEMBERSHIP FORM MUST BE COMPLETED BEFORE KEY CARD IS ISSUED.** Replacement cards will cost \$30, old cards will be deactivated. A resident that owes HOA dues or fines from violations is not in good standing. Resident will need to pay all fees before a key card is activated.
21. **FAILURE TO FOLLOW POOL RULES CAN LEAD UP TO PERMANENT LOSS OF POOL PRIVILEGES.**

Goodwin Management

Marilyn Childress
(512) 502-7509

Email: KTAManager@goodwintx.com

Website: hoasites.goodwintx.com/kta/Home.aspx

Kensington Trails HOA

www.kensingtontrailshoa.com

KTAkyle.board@gmail.com