

STONE CANYON OWNERS ASSOCIATION

Stone Canyon Pool is a SWIM AT YOUR OWN RISK facility at all times. The use of the facility and equipment provided in this amenity center is at your discretion. Please use caution.

ALCOHOL, TOBACCO (INCLUDING ELECTRONIC/VAPOR), FIREARMS, OR DRUGS WILL NOT BE PERMITTED IN THE AMENITY CENTER OR SURROUNDING AREAS AND ANYONE SEEN ENGAGING IN THE USE WILL BE SUBJECT TO LOSS OF PRIVILEGES FOR A PERIOD TO BE DETERMINED BY THE ASSOCIATION BOARD, AND OTHER LEGAL ACTIONS MAY BE TAKEN IN CONJUNCTION WITH THE WILLIAMSON COUNTY SHERIFF'S DEPARTMENT AND THE COUNTY CONSTABLE.

HOURS OF OPERATION:

- 6am - 9pm daily Exact times will be determined by the Board of Directors each year.
- Dates will be from Opening Day (usually April) through closing date (usually late October). Exact dates will be determined by the Board of Directors each year.
- Lifeguards and Pool monitors are not always on duty. When the lifeguards or monitors are on duty, they are the authority at all times.

FACILITY ACCESS:

- Entrance and admission to the pool area implies agreement to all the pool rules.
- The gates are to remain locked at all times. Under no circumstances should the gates be propped open.
- Any damage that occurs within Stone Canyon pool area, will be the responsibility of the resident who swiped their key-card, or scanned a phone, or propped open the gate for someone. The fence and gate that surround the pool area are for resident protection.
- Key-cards are not to be loaned out or given to any other residents or non-residents. Doing so will result in suspension of entry into the pool. The Board of Directors will decide when access will be granted again.
- Entrance should NEVER be granted to the facility if a working key-card cannot be presented. If someone's key-card does NOT work they need to notify Goodwin at amenityaccess@goodwintx.com. The best and fastest way is within TownSq. If you open the gate for anyone, then they become your invited guest and you are responsible for their actions.
- Children 6 years of age and younger require a guardian within arm's reach at all times. A qualified adult that knows how to swim, stays within arm's reach of the child, and maintains eye to eye contact with the child. Children 14 years and younger require active adult supervision at all times. Therefore no one under the age of 14 should be in the pool without an adult present.
- Persons entering the pool facilities after closing time or if a sign is posted, "POOL CLOSED" on the front gate, are considered trespassing and the Sheriff's

department will be called. You could be facing criminal charges and loss of pool privileges.

GUEST POLICY:

- A Stone Canyon Owners Association member must be present and accompany guests at all times.
- You are limited to no more than 6 guests per residence at any one time.
- ALL guest(s) must leave when the Stone Canyon Owners Association member leaves.
- Stone Canyon Owners Association members are responsible for your guests to adhere to all Pool Rules.

WEATHER POLICIES:

- In the event of inclement weather, swimmers are to clear the pool facilities during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased.
- If Lifeguards or Monitors are present, you must leave when requested.

GENERAL POOL RULES:

- Diving from the side of the pool is not permitted at ANY TIME!
- If you witness conduct by any person deemed to be dangerous or life threatening, call 911. Rough Play, Pushing, and Aggressive Behavior and not following the Pool Rules should be reported to Goodwin Management at ASTCmanager@goodwintx.com or StoneCanyon Board at board@stonecanyonoa.org.
- No pets or animals are permitted in the fenced-in pool area. Exceptions will be made for ADA certified animals.
- Bicycles, skateboards, scooters, or motorized cycles are not permitted within the pool fences. Roller-skates and/or rollerblades may be carried into the pool area and stored with personal belongings, but may not be worn within the pool fences.
- No climbing of the fence or any permanent structure. All furniture is to remain on the dry deck. DO not put any furniture under the splash pad or in the pool.
- No pounding nails in walls or tape on walls, posts, or furniture.
- Running, hopping, skipping, or speed walking within the pool area is prohibited.
- Glass Containers, Alcohol and Tobacco including electronic/vapor are NOT allowed in the pool area. Coolers and bags are subject to search.
- Food and drink shall only be consumed in the covered area away from the pool or in other sitting areas at least six (6) feet away from the pool. Please clean up after yourselves. Properly dispose of your own trash.
- No person shall distract a lifeguard who is on the stand except in cases of an emergency. Only lifeguards are allowed on the lifeguard stand.
- Flotation devices are permitted only if there are less than 25 people in the pool. Exceptions are arm-floaties, pool-noodles, and toddler carriers/life preservers.

- All air inflatable crafts used must be no more **than 36 inches**. Anything bigger will not be permitted in the pool fences.
- The Baby Pool is reserved for children ages five (5) and under. Adult supervision is required at all times for children in the Baby Pool.
- Do not hang or play on the lane divider. Swimming lane priority goes to those wishing to swim laps or instructors giving swim lessons. DO NOT swim or cross the lap lane at all if someone is swimming laps.

LOST & FOUND:

- Any items lost will be your responsibility. All items left behind will be placed within a lost and found container. That container will be emptied regularly and contents will be donated or discarded.

ATTIRE:

- Proper Swim attire must be worn in the pool. Proper Swim attire is defined as articles of clothing made of materials designed for use in the water.

SWIM DIAPERS, FECAL CONTAMINATION:

- Swimmers are encouraged to shower before entering the pool. Persons with open sores, wounds and bandages or communicable diseases are encouraged to refrain from swimming in the pool. DO NOT USE THE POOL IF YOU OR YOUR CHILD HAS HAD DIARRHEA IN THE PREVIOUS TWO WEEKS.
- Toddlers that are not potty trained must wear swim diapers. All incontinent individuals must wear a swim diaper.
- IF A FECAL ACCIDENT OCCURS: All swimmers must exit the pool immediately, and the pool will be closed for a minimum of two (2) hours from the time the pool has been chemically treated. The pool will be cleaned, disinfected and tested, and proven to be free from contamination before the pool will be reopened. If your child is found to be responsible for a closure due to fecal matter, all costs to clean and reopen the pool may be assessed to your home owner account.
- Lifeguards, when on duty, will supervise the evacuation of the pool and report the incident to Management.
- When lifeguards are not on duty, incidents should be reported to ASTCmanager@goodwintx.com or Stone Canyon Board board@stonecanyonoa.org immediately.

HOW TO OBTAIN POOL ACCESS:

- Pool key-card and/or phone app information will be issued to the homeowner(s) whose name is on the deed, after an acknowledgement of Pool Rules & Waiver form is signed. Only ONE means of access (key-card or phone app) will be given out free of charge per address. The charge for each additional access(key-card or phone app) is \$25.00 . Each address is limited to a total of three access methods (one key-card and two phone apps) Please contact [Stone Canyon Pool](https://stonecanyonoa.org/pool) (<https://stonecanyonoa.org/pool>).

- If your key-card is lost or stolen, you will be provided with a second replacement key-card. AT A COST OF \$25.00 TO YOU and your old card will be deactivated. If you get a new phone you have to contact Goodwin at amenityaccess@goodwintx.com. The cost to set up a new phone is \$25.00 per phone. If you need help please or have questions contact the Goodwin manager at ASTCmanager@goodwintx.com.
- By signing the Acknowledgement of Pool Rules & Waiver Form, members are agreeing not to distribute key-cards or give access to anyone outside their immediate family.

RESTROOMS:

- The restroom fixtures are sanitized and cleaned by a private janitorial service on a regular basis. The designated maintenance person(s) are responsible for cleaning mirrors, counters, stocking hand towels, emptying trash and hosing down the floors. Please be mindful of the other Association members by cleaning up after yourself when using the restrooms. If there are any issues please contact Goodwin Management at ASTCmanager@goodwintx.com or StoneCanyon Board board@stonecanyonooa.org immediately.

LOSS OF POOL PRIVILEGES:

Management, Association Board, lifeguards and pool monitors reserve the right to ask any one who is not obeying pool rules to leave the facility for the remainder of the day. Failure to follow the above rules could result in the penalties below. Any cost associated with mailing a warning letter or suspension of privileges will be passed onto the homeowner.

- 1st incident- Warning/Notification Letter.
- 2nd incident - a two (2) week suspension of the pool privileges.
- 3rd incident - suspension of pool privileges for the remainder of the pool season.

There may be exceptions to the above suspensions due to individual(s) committing acts of vandalism to the pool, pool house, equipment and/or surrounding area. The associated household/member will lose all pool privileges for a period of time to be determined by the Association Board, and be held responsible for the cost of cleaning and/or repair of damaged items. The cardholder/member household is responsible for all juveniles and guests who access the pool with their card and shall assume full responsibility for their actions.

Executed to be effective on 3rd day of April, 2024.

DECLARANT: Stone Canyon Owners Association, Inc., a Texas nonprofit corporation

By: Rita Diesing Printed Name:
Rita Diesing

Title: Vice President

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was sworn and subscribed before me on this the 3rd day of
April

2024, by Rita M. Diesing, for the purposes
therein expressed.

Rihanna Afkani
Notary Public, State of Texas



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, ON BEHALF OF HIMSELF, HIS EMPLOYEES, REPRESENTATIVES, HEIRS AND ASSIGNS, AND ON BEHALF OF ANY PERSON UTILIZING THE ACCESS GRANTED TO APPLICANT HEREUNDER, HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, GOODWIN & COMPANY, THE ASSOCIATION'S AGENTS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND/OR LIABILITIES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, AND PREMISES LIABILITY, 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. FURTHER, APPLICANT REPRESENTS S/HE HAS THE AUTHORITY TO PROVIDE THIS RELEASE ON BEHALF OF ALL PERSONS INDICATED HEREIN AND UNDERSTANDS THAT THE ASSOCIATION AND GOODWIN & COMPANY ARE RELYING ON THIS REPRESENTATION IN PROVIDING THE ACCESS INDICATED HEREIN.

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.