

**Application/Agreement to Use Association Amenities and Release of Liability**  
**For Pool Access**

**Association:**  
**(AWOS) Water Oak at San Gabriel Homeowners Association, Inc.**

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 & Company, (512) 502-7515 or email [AmenityAccess@Goodwintx.com](mailto:AmenityAccess@Goodwintx.com) to request a copy.

In consideration of being provided access to any of the Association's 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 such 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 to said amenities. 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. 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.

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I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."



## Water Oak Amenity Center Rules & Regulations

Rev. July 15, 2021

### General Amenity Center

1. Owners ("Residents") must complete and file an up-to-date Water Oak Homeowners Association Consent and Waiver to obtain the electronic keycard that enables access to the Water Oak Amenity Center.
2. Residents and their guests must follow all Rules contained herein and those posted on the HOA Website and at the Amenity Center.
3. The Board, or its agents, reserves the right to ask any Resident and/or guest to leave the premises if they violate any of the Rules. Violations of the Rules may result in suspension of Amenity Center privileges. Any monetary responsibility resulting from damage or required restoration will be enforced through a specific assessment as provided in the Association's governing documents, or established Covenant Enforcement Policy (or other applicable policy).
4. Hours of Operation: Pool Closed Until 12:00 noon on Mondays for Cleaning. Will close for the season Oct 18 2021.
  - a. Clubhouse - 7:00 A.M.-10:00 P.M.
  - b. Pool Area and Dog Park – dawn (the beginning of twilight before sunrise) but not before 7:00 A.M. to dusk (the darkest stage of twilight before nightfall).
  - c. Parking Lot – dawn to dusk and when the Clubhouse is occupied. Overnight parking in the parking lot is prohibited.
5. The Amenity Center is for the use of Residents and their accompanied guests only.
6. A resident must always be present during any use of the Amenity Center and shall be personally responsible for the behavior of their guests.
7. The Electronic key card issued to the Resident is required for any Resident and guests entering the Amenity Center.

8. Propping open exterior doors to the Clubhouse and/or the Amenity Center access gate(s) is strictly prohibited.
9. Use of the Amenity Center is at your own risk. The Water Oak at San Gabriel Homeowners Association is not responsible for injuries or damage. No lifeguards will be on duty.
10. The following are forbidden at the Amenity Center at all times: glass containers in the pool or pool pavilion areas, drugs, pet(s) (dogs in the Dog Park, excepted), firearms (or other weapons), drones, kites, and fireworks, as well as skateboards, roller skates/blades, scooters, bicycles or other wheeled recreational equipment inside the access gated area.
11. The following behaviors are forbidden at the Amenity Center: smoking and other tobacco usage, vaping, vandalism, illegal, illicit, offensive, abusive, disruptive, and/or indecent behavior.
12. Residents and their guests with infectious/contagious health conditions are not permitted on Amenity Center grounds.
13. Wet swimsuits are only permitted in the pool area and the bathrooms. Wet swimsuits and wet or bare feet are not permitted in the Clubhouse.
14. Residents and guests with personal audio/video devices are required to use headphones when listening to audio programming inside the pool and pool pavilion area.
15. Any damage to the equipment or facilities is the Resident's responsibility.
16. All Water Oak at San Gabriel Homeowners Association organized activities (presentations, lectures, classes, official community recognized clubs, etc.) conducted at the Amenity Center should be non-profit and without a fee for admission. \*\*
17. Alcohol is not permitted at or within the pool or pool pavilion areas except for the Clubhouse as part of registered, Board of Director approved events. The Board of Directors, at its sole discretion, has the authority to waive the enforcement of this alcohol consumption Rule at certain board-sponsored events.

18. Violations of any of the Amenity Center Rules and Regulations or terms contained in the Rental Agreement may result in security deposit forfeiture, suspension of Amenity Center privileges, and/or specific assessment for resulting damage or restoration.
19. Damages beyond the deposit are the individual liability of the Resident, and shall be recovered through specific assessment.

### **Specific to Clubhouse**

1. The Clubhouse is available by reservation only to residents. The Clubhouse is defined to include the meeting room(s), kitchen, and restrooms, excluding the Pool area and pavilion, and the Dog Park of the Amenity Center grounds. The Resident must be a member in good standing at the time at which the reservation is made and at the time of the event for which the clubhouse is rented.
2. The Resident is fully responsible and liable for cleanup costs and damages to the rented clubhouse and its contents. The Resident is also responsible for the cost of replacing any contents or furnishings which may be removed from the clubhouse during rental period. The rental deposit of \$200.00 will not be returned if the Clubhouse is not completely cleaned; it will be applied to the cost of cleaning.
3. Rentals are \$25.00 per hour with reservations beginning at 10:00 AM. Rentals terminate no later than 10:00 PM. See rental agreement for additional information.
4. The Resident is responsible for the removal and disposal of all trash and garbage from the Clubhouse premises (including landscaping and parking lot) within the reserved rental period. Cleanup includes the removal all equipment, food and beverage, flowers, decorations, as well as trash and trash from the Amenity Center property. Trash will need to be placed in provided trash receptacles on Amenity Center grounds. Failure to do so will result in a cleaning fee assessment to the Resident's Homeowner Account. The cleaning fee will vary with the extent of the cleaning required.

5. No Clubhouse activity or event may be advertised or publicized in any manner to solicit the attendance of the general public.
6. \*\* Officially organized social events and clubs recognized by the Water Oak HOA and it's social events committee are not considered private events and thus their typical and recurring meeting dates can be reserved with priority and are not subject to rental charges but must follow all other regulations especially regarding clean-up. These events will not charge entrance fees or be considered for profit. They may have participation fees as long as all fees collected are distributed properly that same day. The events calendar is managed on TownSq by social committee members and by the property manager / Goodwin Amenity Center access manager.

### **Specific to Pool Area**

The Pool Area is defined as the area inside the pool fence, including but not limited to the pool, pool deck, cabana, and pool restrooms.

LIFEGUARDS ARE NOT ON DUTY. Residents and their guests swim at their own risk. The Water Oak at San Gabriel Homeowners Association is not responsible for injuries or damaged property.

1. Residents under the age of 16 are not permitted in the Pool Area without adult supervision.
2. For safety purposes, residents should adhere to proper adult / child ratio (1 adult to 3 children maximum) while using the pool and pool pavilion area.
3. Use of reasonably sized flotation devices is permitted for recreational use. Flotation devices used for safety reasons are always permitted.
4. Pool toys are limited to those specifically designed for use in a pool and must be removed when not in use.

5. Food and beverages are not allowed in the pool. All trash and food debris must be properly disposed of in the garbage containers provided, drink container must have lids.
6. Incontinent (unable to control bowels/bladder) children and adults are required to wear swim diapers/plastic/rubber pants with elastic bands that fit snugly around the legs when in the pool.
7. Residents and their guests must shower prior to entering the pool. Showers are located near the pool restrooms.
8. Diving and jumping in the pool are prohibited.
9. Running, roughhousing, dunking, or other unsafe activities are prohibited
10. Proper swim attire that conforms to state and local law, regulation, and code is always required. Street clothing is not allowed in the pool under any circumstances.
11. Pool Area occupancy during inclement weather is prohibited (lightening, rain, strong wind, and fog).

### **Specific to Dog Park**

The Dog Park use is restricted to Water Oak residents and their dogs. No other animals are permitted inside the Park.

1. Residents must always remain in the Dog Park with their dog(s).
2. All Dogs must be under control of their owner residents at all times and responsible for any aggressive dog behavior.
3. Residents are responsible for the removal and disposal of all solid waste, trash, and garbage from the Park when exiting the Park. Please use the dog waste stations for disposing of pet waste.
4. Dogs with infectious/contagious health conditions are not permitted in the Park.
5. No Residents under the age of 16 are allowed in the Park without adult supervision.

6. Each Resident may bring no more than two (2) dogs into the Park at a time.