

## CHANDLER CREEK HOA AMENITY ACCESS DEVICE FORM AND WAIVER

<u>Resident Name (Property Owner or Tenant):</u>		<u>Property Address:</u>		<u>Owner or Tenant?</u>	
<u>Email Address (required):</u>		<u>Primary Phone Number (required):</u>		<u>Check/MO # and Amount Received:</u>	
<b>Device #1:</b>  New / Replacement	# of Device #1: _____  Type (Card or Fob): _____		<b>Device #2:</b>  New / Replacement	# of Device #2: _____  Type (Card or Fob): _____	

### POOL ACCESS AGREEMENT

This Pool Access Agreement ("Agreement") is entered into by **Chandler Creek HOA** ("Association") and the property owner or authorized user, including tenants, guests, or invitees ("Grantee"), who is seeking access to HOA facilities and/or purchasing an access device. Together, the Association and Grantee are referred to as the "Parties."

**Effective Date:** This Agreement is effective as of the date signed below.

**Consideration:** This Agreement is made in consideration of the terms and representations contained herein, including but not limited to access to HOA facilities, subject to the return of a signed agreement, payment of assessments, and any required fees for access devices.

**Authorization & Electronic Signature:** The signatory affirms they are legally authorized to sign this Agreement. The Parties consent to the use of electronic signatures, which shall have the same legal effect as handwritten signatures.

**Hold Harmless & Indemnification:** Grantee agrees to defend, indemnify, and hold harmless the Association and its board members, managers, employees, agents, and volunteers ("Indemnitees") from any and all claims, damages, or expenses—including those arising from negligence—related to the use of HOA facilities by the Grantee or their guests, including but not limited to injury, death, or property damage.

**This indemnity covers all causes, including the negligence of Indemnitees, and shall survive the termination of this Agreement.**

**Assumption of Risk & Waiver:** Grantee understands that use of the HOA pool is at their own risk at all times, including when no lifeguard is present. Grantee assumes full responsibility for their own safety and that of their household members, guests, or invitees. Risks include, but are not limited to, drowning, slip and fall, or other accidents.

Grantee agrees to comply with all published, posted, and provided pool rules and regulations and to ensure that all household members, guests, and invitees do the same. Grantee also agrees to follow the instructions of any individual or entity authorized by the Association to monitor or manage pool use. Grantee understands that violations of these rules may result in the suspension of pool access privileges.

**If applicable, Grantee agrees that pool access devices may be deactivated for nonpayment of dues without further notice. This notice serves in lieu of certified notification. Devices are not waterproof and carry no warranty—do not expose them to water.**

**Severability:** If any part of this Agreement is found to be unenforceable, that part shall be modified or removed, and the rest of the Agreement shall remain in full force and effect.

**Access Device Policy:** All fees for access devices are non-refundable. Devices may be exchanged **within 15 days of issuance or purchase** for manufacturer defects only.

**\*Tenants:** All tenants must provide a copy of the first and last page of the current lease agreement.

List all occupants residing at property address including yourself. For minor children, include age as of today's date:

1. \_\_\_\_\_ Age: \_\_\_\_\_ 5. \_\_\_\_\_ Age: \_\_\_\_\_

2. \_\_\_\_\_ Age: \_\_\_\_\_ 6. \_\_\_\_\_ Age: \_\_\_\_\_

3. \_\_\_\_\_ Age: \_\_\_\_\_ 7. \_\_\_\_\_ Age: \_\_\_\_\_

4. \_\_\_\_\_ Age: \_\_\_\_\_ 8. \_\_\_\_\_ Age: \_\_\_\_\_

**POOL ACCESS AGREEMENT ACKNOWLEDGEMENT**  
(THIS SECTION MUST BE COMPLETED BY HOMEOWNER OR TENANT)

I, \_\_\_\_\_ [name], Grantee of property at \_\_\_\_\_  
[property address], have read and agree to the terms, conditions, covenants, and warranties outlined on this, the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

By signing below, I confirm that this agreement applies to all individuals listed above, and that my signature signifies their  
acknowledgment of and agreement to the terms, conditions, covenants, and warranties set forth herein.

Association Name: The Homeowners' Association for Chandler Creek, Inc.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\***TENANTS:** I/We, the tenants of the said property, have provided Association's managing agent with the first and last pages of the  
lease agreement. \_\_\_\_\_ (initial)

**Management Company/HOA Use Only**

- **Account Status:** Current / Delinquent (**circle one**)  
→ Do not issue device if delinquent.
- **Issued To:** Homeowner / Tenant (**circle one**)  
→ Verify ID. Attach copy of lease (first & last page) if issued to tenant.
- **ID Verified:** Yes / No (**circle one**)
- **Previously Issued Devices for This Address:** Yes / No (**circle one**)  
→ If yes, total active devices (including this one): \_\_\_\_\_  
→ Reminder: Max 2 active devices per address.  
→ If new owner, deactivate any prior owner's devices.
- **Is this a Replacement for Lost/Stolen Device?** Yes / No (**circle one**)  
→ If yes:
  - Collect \$20 (NO CASH)
  - Deactivate old device #(s): \_\_\_\_\_
- Key issued by: \_\_\_\_\_  
(Please print)

Date: \_\_\_\_\_

Initials of Resident: \_\_\_\_\_

## CHANDLER CREEK HOA POOL RULES (revised 06-2022)

Rules/Hours are subject to change

### HOURS:

Regular Season: April 1 to October 31: 7am to 9pm / Off-season: November 1 to March 31: 7am to 7pm

**ONLY RESIDENTS WHO HAVE PAID ALL HOMEOWNER ASSOCIATION ASSESSMENTS ARE PERMITTED TO USE THE POOL AND TENNIS COURT FACILITIES.**

Pool Monitors represent the HOA Board of Directors and have authority to make discretionary rulings on behavior not explicitly covered by these and other rules. They are not lifeguards and will not act as such. Complaints about their rulings should be taken to HOA management after first complying with the decision(s) made by the Pool Monitor(s). Pool Monitors are authorized to enforce the following rules including the ejection of non-compliant residents and/or guests.

Any individual(s) reported to be/or found to be in violation of any of these pool rules will be reported to the HOA Board, HOA management company and/or the Williamson County Sheriff's Office (as applicable). The nature of the situation will be considered and action(s) toward resolution will be at the Board's discretion.

1. The Chandler Creek HOA swimming pool is a **SWIM AT YOUR OWN RISK** pool. No lifeguards are on duty. Children under the age of 16 must be accompanied by a Chandler Creek HOA resident 18 years of age or older. This rule is strictly enforced.
2. Use of any facility and/or equipment in the pool area is at your discretion. Please use caution.
3. All Chandler Creek HOA residents are required to show their pool access pass device and a valid State of Texas ID if requested by a Pool Monitor. Failure to comply may result in you being asked to leave the pool area.
4. The access gates can only be opened with your assigned pool access device. Gates are to remain closed/locked at all times. The Pool Monitors have been instructed not to open the gate for anyone without a pool access device. Anyone without a pool access device will be asked to retrieve theirs before they will be allowed to enter the pool area. Under no circumstances should the gate(s) be propped open. There is a \$20 replacement fee for lost/defective pool access devices.
5. One household may host up to four (4) pool guests. All pool guests must be accompanied by a Chandler Creek HOA resident who remains at the pool during the guest's visit.
6. Chandler Creek homeowners have the authority to always enforce the current pool rules. Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay") is not allowed and should be reported to the Pool Monitor. **Any individual disciplined repeatedly, or for serious infractions, may lose all pool privileges for the rest of the season.**
7. The kiddy pool is limited to children 5 years of age and younger. Exceptions may be made for older children with injuries which would prevent them from safely entering the main pool. Each child in the kiddy pool must have an adult supervisor; however, one (1) adult may supervise multiple children.
8. **NO DIVING ALLOWED.** Absolutely no running, dunking, doing flips from the pool deck or rough play at any time including throwing or pushing others into the pool. Anyone exhibiting this type of behavior will be asked to leave the area.
9. Under no circumstances shall pets, bicycles, skateboards, scooters, or motorized cycles be permitted with 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. The throwing of objects (balls, Frisbees, etc.) are not allowed.
10. No offensive language.
11. No food or drinks allowed while in the pool. Food and drinks are allowed in designated areas only or at least 6 feet away from the pool. **No alcoholic beverages or glass containers allowed.**
12. **All coolers, ice-chests, and bags are subject to search to adhere to the "no alcohol" rule.**
13. No littering. All trash generated by anyone using the pool area must be placed in garbage containers or otherwise properly disposed of.

Initials of Resident: \_\_\_\_\_

14. No flotation devices allowed (EXCEPTIONS: arm floaties or toddler life preservers).
15. Proper swim attire must be worn at all times (infants and toddlers included). No cut-offs, thongs or street clothes are allowed in the pool. **Proper swim attire is defined as articles of clothing designed for swimming.** Absorbent materials such as cotton can break down in the water. These fibers can clog pool filters and create the need for expensive repairs.
16. Children who are not toilet-trained are not allowed in either the main pool or the kiddy pool without a “swim” diaper and must always be accompanied by an adult within arm’s length. Children wearing regular diapers are not allowed in either the main pool or the kiddy pool. **“Swim” diapers must always be used.** If your child or anyone else in your party is found to be responsible for a closure due to fecal matter, all costs to clean and reopen the pool may be assigned to your household via your HOA account. **If a fecal accident occurs: All swimmers must exit the pool immediately and the pool will be closed for the minimum time frame as allowed by law from the time the pool has been chemically treated.** Incidents should be immediately reported to the current HOA management company and/or the Pool Monitor on duty.
17. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days are not allowed to enter the pool water.
18. No smoking or any other use of tobacco products (Skoal, chewing tobacco, vapor cigarettes, etc.). The following are not permitted in the pool area or surrounding park under any circumstances: alcohol, firearms, or drugs. Individuals engaging in the use of such are subject to loss of privileges for a period to be determined by the HOA Board. Other legal actions may be taken in conjunction with the Williamson County Sheriff’s Office.
19. Swim safely and treat others as you would like to be treated. Residents are responsible for the behavior of those in their household and/or their guests.
20. **In the event of inclement weather, swimmers are to clear the pool during the storm and for at least thirty (30) minutes after lightning and/or thunder has ceased.**
21. Any resident may call the current HOA management company to report unsafe behavior or violations of pool rules they witness. In case of an emergency, call 911. An emergency call box is located right outside of the front pool gate in the courtyard.
22. Access to the multi-purpose room is by advance reservation only.

#### **Miscellaneous:**

Restrooms: The restroom fixtures are sanitized and cleaned by a private janitorial service. The designated maintenance person/company is responsible for cleaning mirrors, counters, stocking hand towels, soap, emptying trash and cleaning the floors and toilets. Please be mindful of other HOA members by cleaning up after yourself when using the restrooms. If the restroom should require attention, please notify the Pool Monitor on duty or call the current HOA management company.

#### **Penalties for Violation of Pool Rules:**

Depending on upon severity of offense, action taken by the HOA for violation of HOA pool rules may include one or more of the following:

- 1<sup>st</sup> offense – A written warning is issued (notification of registered homeowner, parent, or guardian, when applicable)
- 2<sup>nd</sup> offense – A second written warning is issued.
- 3<sup>rd</sup> offense – Pool privileges are revoked, and pool card deactivated.
- Criminal and civil complaints are filed when applicable:
  1. Notification of Sheriff’s Office
  2. Prosecution and/or other legal remedies