

**POOL ACCESS DEVICE FORM**

<b>Association Name:</b>		<b>Resident Name:</b>	<b>Property Address:</b>	<b>Email Address:</b> _____@_____
<b>Type of Device:</b>	<input type="checkbox"/> Pool Card <input type="checkbox"/> Metal Key <input type="checkbox"/> Bracelet	<b>Purchasing New Device(s):</b> <input type="checkbox"/>	<b>Device #(s):</b>	
<b>Resident Signature:</b> _____		<b>Renewing Existing Device(s):</b> <input type="checkbox"/>	<b>Check # and Amount Received:</b>	<b>Management Company Initial:</b>

**POOL ACCESS AGREEMENT**

This Pool Access Agreement (herein the "Agreement") is entered into between Community Association (or other property or cooperative association of owners) shown below (the "Association") and the owner, or person authorized to engage in this agreement on owner's behalf, including owner's tenant, guests, or invitees (collectively referred to herein as "Grantee") of property identified herein, whether such owner is a person, corporation, partnership, or other legal entity being granted access to an Association facility and/or purchasing an access device for use in relation to an Association facility. The Association and Grantee are sometimes collectively referred to herein as the "Parties."

**EFFECTIVE DATE:** This Agreement is to be effective as of the date shown below.

**CONSIDERATION AND RECEIPT:** This Agreement is entered into for the consideration of the representations, warranties, covenants, and agreements contained herein, and for other good and valuable consideration, including access to facilities that may be conditional by Association rule on the receipt of this signed agreement, payment of assessment, and payment for and/or receipt and programming of access device(s), the receipt and sufficiency of which is hereby acknowledged.

**AUTHORITY:** The undersigned signatories to this Agreement hereby represent and warrant that they are legally authorized to sign this Agreement and other contracts on behalf of the Parties.

**CONSENT TO ELECTRONIC SIGNATURE:** Parties hereby agree and consent to use of an electronic signature in lieu of a wet signature and agree that such any signature or process in lieu of signature is fully enforceable. Records of agreements may be maintained by Association pursuant to records retention policies and such records are fully admissible in any legal proceeding.

**HOLD HARMLESS AND INDEMNIFICATION: GRANTEE AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE ASSOCIATION, INCLUDING ASSOCIATION'S DIRECTORS, OFFICERS, AGENTS, MANAGING AGENT, EMPLOYEES, VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO LOSSES, COSTS, EXPENSES, ATTORNEY'S FEES, AND DAMAGES OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OF PARTIES, INCLUDING THE NEGLIGENCE OF INDEMNITEES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT ARISING OUT OF OR IN CONNECTION WITH GRANTEE'S ACCESS TO OR USE OF FACILITIES, INCLUDING BUT NOT LIMITED TO, DEATH, DROWNING, INJURY TO ANY PERSON OR GRANTEE, OR ANY OTHER CAUSES OF ACTION.**

**IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY GRANTEE TO INDEMNIFY AND PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF GRANTEE'S OR THE INDEMNITEES OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES. GRANTEE'S OBLIGATION TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNITEES SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**ASSUMPTION OF RISK AND WAIVER OF NOTICE:** Grantee acknowledges, on behalf of Grantee, that **this is a swim-at-your-own-risk facility** at all times, whether or not a lifeguard may be on duty, and assumes all risk associated with use of swimming facility with knowledge that risks include possible injury or death due to drowning, slip and fall, or other peril. Please see your Association's pool rules for additional information. Grantee hereby acknowledges Grantee has received, has read, and fully understands the pool rules, guidelines, and other restrictions and hereby accepts them and agrees to abide by them. Grantee hereby acknowledges that failure to abide by the pool rules and guidelines may result in suspension of pool privileges. Grantee hereby accepts all responsibility for any family members, guest, or invitees using the pool. **Association uses pool access devices, grantee hereby waives statutory requirement of notice prior to deactivation of any pool access device for nonpayment of Association dues or other fees and accepts this notice in lieu of certified notice.** Grantee understands and agrees that any pool device may be deactivated if Association dues or other fees are not in good standing. Grantee hereby acknowledges that the pool access device(s) are under no warranty and have been advised that the device(s) are not waterproof. **DO NOT WET DEVICE(S).**

**SEVERABILITY:** If any provision of this Agreement is held to be partially or completely contrary to law, and/or unenforceable, this Agreement shall be deemed to be amended to partially or completely modify such provision, or portion thereof, to the extent necessary to make it enforceable; or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted, the remaining provisions shall remain in full force and effect. All obligations under this Agreement shall survive the expiration or termination of this Agreement to the extent required for their full observance and performance.

**WARRANTY AND EXCHANGE POLICY:** Fees for pool access device(s) are non-refundable. In the event of a manufacturer malfunction, the device may be exchanged at no cost within 15 days of the original purchase.

**POOL ACCESS AGREEMENT ACKNOWLEDGEMENT:**  
 I, \_\_\_\_\_ [name], Grantee of property at \_\_\_\_\_ [property address], have read and agree to the terms, conditions, covenants, and warranties outlined above this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**Association Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Hillcrest Homeowners Association

## Pool Rules and Guidelines

### **Pool Rules: Swim at your own risk at all times!**

No glass containers.

No alcoholic beverages.

No smoking in the gated pool area.

No diapers, except special swim diapers.

Proper swimming attire is required.

No food, drinks, or gum in the swimming pool. Food and drinks are allowed in the sitting area only.

Please wait 30 minutes before swimming after eating.

No littering. Please use the trash receptacles provided in the pool area.

The use of cocoa butter, baby oil and other heavy suntan oils cause filter damage. Use these lotions sparingly.

No foul or vulgar language, and no loud noise will be tolerated.

No roller/in-line skates, scooters, bikes, or skateboards in the gated pool area.

No animals in the pool area, except service animals.

No diving, running, horseplay, fighting, or any other dangerous physical activity.

No toys or sports equipment, except small personal flotation devices.

Swimmers in the water have the right of way. Those entering the water must make certain no one is in front of them.

Swimming with an open sore or a communicable disease is prohibited.

Members and guests are expected to abide by the pool rules at all times.

Members must assume full responsibility for their children and guests.

A guest cannot be a non-paid member of the association community.

For serious injury or life threatening emergency assistance, call 911.

If requested by the pool committee or security guard, residents must show or obtain proof of Hillcrest residency to use the pool amenity.

No lifeguard is on duty, children should not use the pool without adult supervision. The Association and Management are not responsible for any lost or stolen items, and/or any accident or injury.

### **Security and Guest Policy**

Removal of Association equipment, furniture, or accessories is strictly forbidden.

Report any unsafe or unpleasant activity to the attendant immediately; if no attendant is on duty, please call Spectrum Association Management at 210-494-0659.

The Association reserves the right to revoke pool privileges to any resident or guest who has delinquent association fees.

The Association reserves the right to revoke pool privileges of any resident or guest, should they cause an unsafe or unpleasant environment at the pool.

Residents caught in the pool area after hours will result in pool key suspension for the remainder of the season and trespassing charges filed against him or her.

Residents are responsible for any damages to the pool area resulting from a lost card.

Report lost or stolen magnetic key cards immediately to Spectrum Association Management at 210-494-0659; the replacement fee for lost cards is \$30.00.

Additional cards may be purchased at Spectrum Association Management for \$30.00.

### **Notes**

Please report any malfunction, unsanitary conditions, or any other non-emergency problem requiring correction to Spectrum Association Management at 210-494-0659.

In case of an emergency, dial 911.

These rules and guidelines may be added to or amended by the Board of Directors of Hillcrest Homeowners Association. Any such changes, additions, or amendments shall be furnished to the members of the Association.

# Hillcrest Homeowners Association

c/o Spectrum Association Management

[contact@spectrumam.com](mailto:contact@spectrumam.com)

## Pool Schedule

IN CASE OF AN EMERGENCY, DIAL 911.

SWIM AT YOUR OWN RISK!

Open March 11th through October 31st (Dates and Times subject to change)

The pool will be open during the following hours, weather permitting\*:

March 11th - 18th 10 a.m. - 9 p.m. / March 18th - May 28th Weekends only / May 28th - Oct 31st All Week

\*The pool must be closed if there is thunder and/or lightening within the vicinity.

## Gaining Access to Association Amenities

The Board of Directors allows each property within the Association to be in possession of 1 (one) pool access devices. Each access device is \$30.00 and can be purchased online at [www.spectrumam.com](http://www.spectrumam.com), after logging into your *homeowner* account, or in the Spectrum Association Management office located nearest to you\*\*.

If you are a tenant, please provide a copy of the first and last page of your lease agreement, and an authorization letter from the property owner or managing agent at the time of purchase.

\*\*Spectrum office locations are listed on our website at [www.spectrumam.com](http://www.spectrumam.com).

## Use Requirements

The following criteria must be met to use the Amenity Center and Pool:

Must be current on all assessments with a zero balance prior to issuance/activation of a pool card.

Must have a pool card to enter facility.

Must be a resident member and/or guest of a resident member. A maximum of 4 (four) guests allowed.