

# King Oaks Property Owners Association, Inc.

## POOL RULES

### **WARNING: NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK**

Pool gate is to remain locked at all times. The pool can be accessed with a code and under no circumstances should the gates be propped open. The fence and gate that surround the pool area are for resident protection. Pool users should not admit any person into the pool area. If the code does not work, the property owner should contact RealManage.

**PLEASE NOTE:** Codes will **ONLY** be activated for residents in good standing with the Association. To be in good standing, you must:

- 1) **Be current on your assessments within 30 days of the due date;**
- 2) **Be in compliance with the Deed Restrictions (no more than one notice letter regarding a specific violation);**
- 3) **AND have a current pool waiver form on file with RealManage.**

#### **IDENTIFICATION**

- The pool is for the use of King Oaks Property Owners Association, Inc. ("Association") members and their invited guest(s)/appointed guardian(s) only.

#### **GENERAL REQUIREMENTS AND CONDUCT**

Any individual(s) who are reported to be/or found to be in violation of the Association pool identification requirements, general requirements and conduct, swimming pool rules and posted hours of use will be reported to King Oaks Property Owners Association, Inc. Board and may be reported to the Grimes 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. Use of any facility and equipment provided in this Amenity Center is at your discretion. Please use caution. **SWIM AT YOUR OWN RISK.**
2. There is **NO LIFEGUARD ON DUTY**. Children under age 12 must be accompanied by an adult age 18 or older who is an Association member or an appointed guardian.
3. Persons with open sores or wounds, bandages or communicable diseases are prohibited from swimming in the pool.
4. Do not use the pool if you or your child has had diarrhea in the previous two weeks. If a fecal accident occurs, all swimmers must exit the pool immediately, and the pool will be closed for a minimum of twenty-four (24) 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 assigned to your family. Incidents should be immediately reported to RealManage.
5. Children who are not toilet trained **MUST** wear a swim diaper. Changing of diapers is not permitted in the pool area; it must be done in the restrooms with the proper disposal.
6. Under no circumstances shall pets, bicycles, skateboards, or roller blades be permitted within the pool fences. Roller skates and/or roller blades may be carried into the pool area and stored with personal belongings but may not be worn within the pool fences.
7. **Under no circumstances will tobacco, firearms or drugs be permitted in the pool area or surrounding areas. Any person(s) seen engaging in the use of such will be subject to loss of privileges for a period of time to be determined by the Association Board. Other legal actions may be taken in conjunction with the Grimes County Sheriff's Office.**
8. **No glass containers of any type are allowed in the pool area.**
9. Proper swim attire is required. No "cut-offs", street clothes or tee backs (thongs) are allowed. Swimmers are encouraged to shower before entering the pool.

10. Persons using the pool and deck furniture are required to cover the furniture with a towel when using suntan oils and lotions. Reserving chairs for persons absent from the Pool Area is not permitted. Lounges and chairs must be relinquished if user is leaving the pool area for more than thirty (30) minutes.
11. Running or speed walking within the pool area is prohibited.
12. Diving and jumping from the side of the pool is prohibited. "Somersaults", "back dives", cannon balls", "preacher seats", "can openers" or similar types of entries from the edge of the pool are also prohibited.
13. The use of radios, music players and and/or musical instruments is limited to headphones only except as approved by the Association.
14. Surfboards, boogie boards or other hard objects are prohibited in the pool.
15. Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay" and language that is foul or otherwise inappropriate for a family setting) is prohibited.
16. Food shall only be consumed in designated areas away from the pool or in other sitting areas at least six feet away from the pool. **No glass containers or glassware of any kind are permitted.**
17. All trash generated by swimmers must be placed in garbage containers or otherwise disposed of properly.
18. All Association property must be returned to the designated storage area. Any personal items lost will be your responsibility. If the loss or find is of great value, please contact RealManage at 1-866-473-2573. Lost and found items will be donated to a local charity every two weeks.
19. Swim safely and treat others as you would like to be treated. Do not throw items when others are nearby. Parents are responsible for the behavior of their children.
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. Patrons are welcome to stay in the pool area during this time, but are cautioned to stay a safe distance from the water.
21. Any person presumed to be intoxicated or under the influence of illegal drugs will be asked to leave the pool area immediately and the Grimes County Sheriff's Office will be notified.

#### **ADDITIONAL RULES WHICH MAY BE POSTED AT SWIMMING POOL WILL ALSO APPLY**

Infractions of these pool rules should be reported to the Board of Directors and/or RealManage at 1-866-473-2573. Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the season.

#### **MISCELLANEOUS**

##### Guest Policies

A King Oaks Property Owners Association, Inc. member over the age of eighteen (18) must accompany guests. **Guests are limited to six (6) per household.**

Individuals who may have been involved in misconduct or vandalism to the pool area who are found on the premises may be asked to leave immediately regardless of guest status if the Board has given previous approval of such action. Individual(s) who are on the premises without permission or who are under the appointed age should be/can be asked to leave by any Association member or appointed guardian who is an adult and on the premises. If the individual(s) will not leave, please contact the police from the emergency phone located at the pool, then contact RealManage.

**Members of the King Oaks Property Owners Association, Inc. and their guests should be aware that there is no lifeguard on duty and swimming is at their own risk.**

**By signing the Acknowledgment and Waiver Form, members are agreeing not to distribute the code to anyone outside their immediately family; violation of this provision may result in deactivation of the code for the season.** In order for a tenant to access the pool, a Release and Indemnity Agreement must be signed by both the homeowner and the tenant.

##### Restrooms

The restroom fixtures are sanitized and cleaned by a private janitorial service on a weekly basis. The designated maintenance person(s) are responsible for cleaning mirrors, counters, stocking paper products, emptying trash and hosing down the floors. But please be mindful of the other Association members by cleaning up after yourself when using the restrooms.

**LOSS OF POOL PRIVILEGES**

- Any resident who is 30 days or more past due in assessments, or who has an unresolved Deed Restriction Violation, will lose pool privileges until the account is brought current, or the deed restriction resolved.
- Any individual(s) committing acts of vandalism to the amenity center, pool, pool house, equipment and/or surrounding area causing monetary loss to the Association will lose all pool privileges for the remainder of the season, and be held responsible for cleaning and/or repair of damaged items. In the event the individual(s) are juveniles, the parents shall assume full responsibility for their child’s actions.
- Any individual(s) committing acts of violence or demonstrating inappropriate or aggressive behavior towards any other homeowners/residents, their guests, management, and/or Association vendors will lose all Amenity Center and pool privileges for the remainder of the season. In the event the individual(s) are juveniles, the parents shall assume full responsibility for their child’s actions.
- Any violation of the pool rules (including use of the pool after posted hours) may result in the loss of pool privileges as determined by the Board and/or Pool Committee.

<p>King Oaks Property Owners Association, Inc.  <b>POOL HOURS</b></p>
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- **The pool is open from 5:00 a.m. until 10:00 p.m. daily unless otherwise posted.**

Open Swimming (Adult Supervision <u>required</u> – access with pool code)		
May through September (weather permitting)	5:00 a.m. – 10:00 p.m.	Pool may be additionally closed for occasional regular or emergency maintenance

The swimming pool is normally CLOSED October through April.  
 Annual Pool Opening and Closing Dates are determined by your Board of Directors.

It is at the discretion of the Board to set aside certain time periods for specialized activities such as adult swimming, competitions, games, etc.



**King Oaks Property Owners Association, Inc.  
ACKNOWLEDGMENT AND WAIVER**

This consent and waiver ("Consent") is made and executed as of the \_\_\_\_\_ by the undersigned named and designated Owner(s) ("Owner"). As a condition imposed by the Board of Directors for the KING OAKS Property Owners Association, Inc, TX prior to permitting Owner access to, and a code for entry to the Amenity Center and Swimming Pool Owner acknowledges and agrees as follows:

1. Owner is the owner of property ("Property") located at (property address), \_\_\_\_\_ lola, TX. The property is located in KING OAKS, a subdivision in Grimes County, TX.
2. Owner acknowledges that all lots in the Subdivision are subject to that certain Declaration of Covenants, Conditions and Restrictions for KING OAKS (all sections) ("Deed Restrictions"). Owner has been provided with a copy of the Deed Restrictions and any supplementals from time to time.
3. As an Owner of a lot in the Subdivision, Owner is a member of KING OAKS, Owner is entitled to use and enjoy **the Outdoor Pool Amenities** of the Subdivision ("Pool Area") and all improvements on the Pool Area ("Improvements"), which include, but are not limited to, the Amenity Center and Swimming Pool. Owner's rights and privileges with respect to the Pool Area and Improvements are subject to the terms and conditions of the Deed Restrictions and any and all rules ("Rules") promulgated by the Board of Directors of the Association regarding the use and enjoyment of the Pool Area and Improvements. Owner has been provided with a copy of the current Rules.
4. Owner acknowledges that Owner has been advised that the use of the Pool Area and Improvements by Owner, Owner's family (including children) and Owner's guests requires following all of the Rules regarding the safety and welfare of all person using the Swimming Pool. Owner has been advised that **NO LIFEGUARD IS ON DUTY** at the Swimming Pool, and that the safety and welfare of Owner, Owner's family and guests will depend on following all Rules regarding the use of the Swimming Pool. Owner agrees to be responsible for compliance by Owner, Owner's family and guests.
5. **Owner is 18 years old or older.**
6. Owner understands that a Swimming Pool is hazardous to those persons who have not been trained to swim, or whose condition renders them unable to swim capably.
7. **Owner will not allow anyone else to use Owner's code in order to gain access to the Amenity Center or Swimming Pool, nor will Owner allow any minor under the age of 16 to use Owner's code in order to gain access to the Amenity Center and Swimming Pool.**
8. **Owner will not assist anyone else in gaining access to the Amenity Center or Swimming Pool, unless he or she has signed this Agreement.**
9. Owner, Owner's family and guests will not tamper with any lock, prop open the gate, or take any other action which would allow free access to the Amenity Center and Swimming Pool by any person.
10. Owner, on behalf of Owner, Owner's family and guests, hereby waives any and all claims against the Association, members of the Board of Directors of the Association, the Declarant under the Deed Restrictions ("Declarant"), SouthStar Property Management ("Managers"), or any other lot owners in the subdivision (all above mentioned parties collectively defined as "Association Parties"), for any injury to, or death of, any

person, or any damages to any property, in, upon or about the Pool Area and Improvements, arising at any time and from any cause, except for any claims against any Association party for any such damage, injury or death which arise out of negligence or willful misconduct of that Association Party. Owner acknowledges and agrees that no Association Party shall be liable to Owner for any injury to, or death of, any person, or any damage to any property, in, on or upon the Pool Area and Improvements except to the extent, and only to the extent, that any such death, injury or damage is caused by the negligence or willful misconduct of that Association Party.

11. In consideration of being permitted to use the Pool Area and Improvements, Owner agrees to indemnify and hold harmless each of Declarant, the Association, the Board of Directors of the Association and SouthStar Property Management from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of Owner's, Owner's family or guests or tenants of the Park Tract and Improvements, or as a result of Owner's failure to comply with this Agreement.

12. Owner executes this agreement on behalf of himself, and on behalf of his estate, heirs, executors, administrators, and assigns. This Agreement is intended for the benefit of Declarant, the Association, SouthStar Property Management, and their respective Directors, Officers, shareholders, partners, members, employees, agents, parent, subsidiaries, successors and assigns. Owner expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Owner has carefully read this Agreement, knows the content of this Agreement, and Owner signs this Agreement as his own free act.**

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

Date

If LEASING HOME, please have tenants sign waiver below: TENANTS WILL BE SUBJECT TO ALL RULES.

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

Date

**List the names/birth year of all family members who will be using the Swimming Pool.**


**Please send completed form:**

**Via email [info@SouthStarPropertyManagement.com](mailto:info@SouthStarPropertyManagement.com)**

**Via Mail - SouthStar Property Management, 1114 Lost Creek Blvd #270, Austin, TX 78746**

**Please provide a mailing address below if it is different than the property address**