Lincoln Green East Community Improvement Association

Facilities are managed by: Texas Aquatic Enterprises (TAE)

FACILITY RULES

All Persons Entering Facility Must Sign In.

Guests will be expected to behave themselves in accordance with the rules of the facilities. Anyone disobeying rules, ignoring lifeguard instructions, or endangering the safety of others will be asked to leave the facilities. If an unwanted guest refuses to leave the facilities, the police will be notified. Repeated violations will result in the revocation of swimming pool privileges. Guests will be expected to obey the following rules:

- 1. All guests must sign in when they enter the facilities, allowing TAE to keep track of the number of patrons in the facilities in the event of an emergency.
- 2. Running is not allowed.
- 3. Dunking, pushing, shoving, and any other form of horseplay is not allowed.
- 4. Foul or abusive language is not tolerated. It will be viewed as a precursor to physical violence.
- 5. Street clothes and cut off shorts are not allowed.
- 6. Potentially dangerous entries into the pool, such back flips, gainers, and somersaults, are prohibited.
- 7. Children fifteen (15) years old and under must be accompanied by a responsible adult over eighteen (18) years of age.
- 8. Alcohol is not allowed. Any person suspected of using alcohol shortly before or during a visit to the facilities will be asked to leave.
- 9. Smoking is not allowed.
- 10. Pets are not allowed.
- 11. Glass is not allowed.
- 12. Children in diapers must wear rubber swim pants or any approved swim diaper.
- 13. One (1) long whistle blast signifies the immediate exiting of the pool.
- 14. Lifeguards are the definitive last word in regards to enforcing the rules of the facilities.

SAFETY BREAKS

Unless otherwise directed, one ten (10) minute break will be taken at ten (10) minutes before each hour, except for the first and last hour, the pool is open.

SLIDE RULES

Slides are designed with the intent to provide family entertainment.

- 1. Guests must be at least 48" tall to participate.
- 2. Eyeglasses and sunglasses are not allowed.
- 3. Only one (1) guest may participate on the slide at a time; tandem sliding is not allowed.
- 4. Guests must immediately exit the slide dispatch area upon entering the water.
- 5. Guests wearing flotation devices are not allowed to use a slide.
- 6. No pushing, pulling, shoving, or other horseplay allowed on or near the slide.
- 7. Stopping on the slide is not allowed.
- 8. All guests are required to ride the slide on their back in a feet first fashion.
- 9. Guest with heart conditions, back problems, and expecting mothers should not participate on a slide.
- 10. Goggles, flippers and snorkels are not permitted on the water slides.

Lightning and Thunder Policy

All pool patrons must seek shelter (outside of the facility) during a thunderstorm, as the pool is unsafe for patrons until 30 minutes after the last flash of lightning or roll of thunder.

Pool Closure Procedure

- 1. Everyone will be cleared from the facility at the first sound of thunder and/or lightning is within 10 miles of the facility.
- 2. Everyone will remain out of the facility for at least 30 minutes or until 30 minutes after the last sound of thunder or lightning strike within 10 miles.
- 3. TAE Management and/or Lifeguards will make the decision to close the pool if the above conditions present themselves.

Lot Owners Signature	Date	

LINCOLN GREEN EAST COMMUNITY IMPROVEMENT ASSOCIATION

RECREATION CENTER REGISTRATION & RELEASE - 2023 SEASON

Homeowner Assessments Must Be \$0 Balance with no deed restriction violation(s). If you have unpaid assessments, please contact UPMC at 281-477-7865.

ON-SITE application processing available
Friday, May 26 and Saturday, May 27, from 5:00 until 7:00 p.m.
All other processing will be accomplished via e-mail at directors@lincolngreeneast.com
Beginning May 28th, applications will be processed weekly on Tuesdays.
The final day to apply for participation shall be June 13th ensuring a usable summer swim.

All participants MUST complete a new application which includes new rules/regulations. Please complete the following application, be prepared to provide some form of identification (ID showing the home address in LGE, utility bill, etc.) and a photo.

The reactivation of \$15.00 shall apply; new applicants will incur a \$25.00 fee.

Personal check or money order only.

Access is by key fob only.

Device reactivation can only be applied to the previous designated assignee. No lost or found devices can be reactivated. The fee to replace a device is \$50. These devices are non-refundable and non-transferrable so DO NOT LOAN YOUR DEVICE TO OTHER COMMUNITY MEMBERS, FAMILY OR GUESTS.

The registered holder shall be the only primary holder allowed entrance.

Access covers a maximum of six (6) participants per entrance, ensuring play for all residents.

Participants will be required to sign at each entrance.

2023 Pool Schedule

Schedule is subject to change for various reasons.

Info will be posted on our website and participants will be notified via email.

Pool Opens for the season on Monday, May 29, 2023 Memorial Day, Monday May 29th 1:00 PM - 7:00 PM June 3rd, 4th, 10th, 11th, 17th, 18th, 24th, 25th Saturday and Sunday 1:00 PM - 7:00 PM July 1st, 2nd, 8th, 9th, 15th, 16th, 22nd, 23rd, 29th, 30th Saturday and Sunday 1:00 PM - 7:00 PM Independence Day, Monday, July 4th 1:00 PM - 7:00 PM August 5th, 6th, 12th, 13th, 19th, 20th, 26th, 27th Saturday and Sunday 1:00 PM - 7:00 PM September 2nd, 3rd, 4th Labor Day, Monday, September 4th 1:00 PM - 7:00 PM Pool Closes for the season on Monday, September 4, 2023

LINCOLN GREEN EAST COMMUNITY IMPROVEMENT ASSOCIATION

POOL REGISTRATION FORM

	1 COL ILLOIS			
LGE LOT Address				_
Name (first, last)		Phone (cell/home/work)		
Email				
******	****If you are rent	ing or leasing your ho	me***********	*****
Owner's Name	Phoi	ne (cell/home/work)_		
Proof of re	sidency (Photo ID	or utility bill showing	LGE address.)	
List the first and last name of each the address written above. For each position of the posit	ach person under 18		er age as of May 1st of	_
First/Last Name	Age		First/Last Name	Age
1		6		1.00
2		7		
3		8		
4		9		
5		10		
assume all risk for claims here the undersign, his heirs, execu voluntarily expressly release officers or aids from all liability EAST HOMEOWNERS ASSOCIA	tors, administrator said LINCOLN GR or claims, deman TION or by the neg	rs and successors, or a EEN EAST HOMEOW ds an cost and all othe gligence of the unders	essigns, and hereby kr NERS ASSOCIATION, er facilities of the LING signed.	nowingly and , its' agent's COLN GREEN
THE UNDERSIGNED FULLY AGE TO THE AQUATICS CENTER \(\) OVER THE AGE OF 15 SHALL P AQUATICS CENTER.	WITHOUT SUPERV	ISION. FURTHERMO	DRE, THAT NO RESID	DENT/GUEST
The undersigned has read the undersigned executed volunta the rules and regulations set for hearing before the Board of Discourse	rily and with full kr orth in this agreem	nowledge of their sign	ificance. Should you	not abide by
Access to the facility without p	oroper authorizatio	on is considered crimin	nal trespass, punishak	ole according
Signature:		Date:		
Amount Collected:		FOB <u>#</u>		

Lincoln Green East Community Improvement Association

2023 Pool Party Rental Agreement

Pool parties can only be scheduled on Saturdays from 3:00 pm until 7:00 pm Memorial Day thru Labor Day

Name	:	Contact Info:		
Addre	ess:	KEYFOB#:		
	Participants Age Groups (cl	neck all that apply) $\ \square$ (1-10) \square (11-	16) 🗆 (17-25) 🗆 (26-50)	
	Number swim participants	Number onlookers	Total participants	
	One (1) lifeguard is	required – One (1) facility manager Additional management may be		
	Maxim	um participants inside gated area sh	-	
	Rental fee is due 14	-days in advance. Fee sche	dule:	
	Aquatics Area	\$100.00 + \$100 for Lifeguard and \$		
	Grill/Pit	\$ 50.00 + \$50 cleaning deposit	or manager	
	Popcorn Machine		popcorn kits and supplies provided)	
Cancell		Color and the Co	and a side of the form the control of the district of	
	•	if the cancellation is made prior to 7 cale incellation request in writing to <u>directors</u>	•	
Rules/R	Regulations - Refer to TAE Rul	es and Regulations (signed document m	ust be attached).	
Release	e and Waiver			
1		(Applicant) hereby make	this application for the use of the	
		Center on the date and hours stated.		
		true and I, the Applicant, have read and		
		ation Center as adopted. I, the Applica		
•	•	le to see that the use of the facility is in		
	• • •	release, indemnify, defend and hold	' '	
		ation, it officers, directors and agents f		
		rney fees) by reason of liability imposed u		
		e resulting therefrom, sustained by any		
•	•	oss of uses thereof arising out of use o	•	
		of this application, whether such injuries		
	·	gligence of the Lincoln Green East Comm		
Δσr	reement Execution Nate	R _V .		
Λgι		By:		

Lincoln Green East Community Improvement Association

Clubhouse Rental Contract (2023)

STATE OF TEXAS
COUNTY OF HARRIS

COUNTY OF HARRIS WHEREAS, LINCOLN GREEN EAST COMMUNITY IMPROVEMENT ASSOCIATION (Herein referred to as the "Association",) is the owner and/or operator of a Clubhouse serving the residents of the LINCOLN GREEN EAST subdivision in Harris County, Texas and WHEREAS, the resident desires to reserve the said Clubhouse, owned and/or operated by the Association, and use the same for a private event to be held by ______ (Name) residing at (Property Address) starting at __ (Date), ending at _____ (am/pm) and to be (am/pm) on ___ contacted at _____ (phone number) for the purposes of (Birthday Party, Luncheon, Meeting, etc.) Keyfob# _____CHECK ALL THAT APPLY Age Group \Box (1-20) \Box (21-35) \Box (36-50) \Box (51-80) WHEREAS, the resident/homeowner is a member in good standing of the Association and is not delinquent in the payment of annual assessments. WHEREAS, this contract does not include access to the enclosed pool area and does not include usage of the

- **WHEREAS,** this contract does not include access to the enclosed pool area and does not include usage of the Community Pool.
- NOW, THEREFORE, in consideration of the sum of \$200 for up to 6 hours will apply. This money paid by the resident/homeowner shall represent the rental fee. In consideration of the sum of \$300.00 and other goods and valuables consideration to the undersigned, money paid by the resident shall represent a reservation deposit for the purpose of repairs, custodian fee and the deposit shall be refunded in the event the Clubhouse is returned in the same manner it as prior to rental. Total rental fees are due prior to date of event. The deposit will not be refunded if ALL items on the attached Inspection Form are not completed in an acceptable manner. In the event of damages exceed the deposit, the undersigned agrees and will be held responsible for any and all damages to facilities and its fixtures related thereto. Resident will pay same upon presentation of invoice and/or agrees for lien in the amount of damages to be placed against their property.
 - 1. The Association shall not be liable for any claims or demands of any kind arising out of the undersigned's use or occupancy of the Clubhouse, or for any claims or demands of any kind resulting from loss of life, personal injury and/or damages to property incurred or sustained by the undersigned or any of undersigned's guests, invites, licensees, employees, agents or contractors and arising directly or indirectly, proximately or remotely from or out of the undersigned's use of the Clubhouse for the purpose of conducting a private party.
 - 2. The resident has agreed and by these presents does agree to indemnify and forever hold the Association, its officers, employees, successors and assigns harmless from any and all claims, liability, actions, charges or expenses (including attorney's fees) in connection with the loss of life, personal injury, and/or damage to property arising or alleged to arise directly or indirectly from or out of the occurrence of any event or occurrence upon or within the Clubhouse or while the undersigned, or undersigned's guests, invites, employees, agents and/or contractors are in route to or from the Clubhouse, before, during and after the private party to be held by the undersigned, and the undersigned, on behalf of himself/herself, themselves/ has/have released and do hereby release the Association, its employees, officers, successors and assigns from and against any and all such claims, actions and damages arising directly or indirectly out of the use of the Clubhouse by the undersigned for the above stated purposes.

NOW THEREFORE, the Association and the Homeowner/Resident agree as follows:

RENTAL FEES. Th	ne Association grants to the h	omeowner the use of the CLUBHOUSE on	
Starting time	, Ending time	The event cannot continue beyond 12AM	
Friday/Saturday	and 10 PM any other day. To	otal number of participants not to exceed	

RULES: THESE RULES APPLY TO EVERYONE. THERE WILL BE NO EXCEPTIONS.

- 1. MAXIMUM OCCUPANCY. The maximum occupancy for the Clubhouse is 64.
- 2. The Homeowner/Resident agrees to use the CLUBHOUSE in accordance with the following rules and agrees that he/she is responsible for the safety, security, and actions of the attendants and guests:
 - a. No tape, staples, glue, banners, balloons, etc., are allowed on the walls, ceiling, doors, windows, fans, trees, plants or exterior building structure.
 - b. Children's parties must have parental/adult supervision. This rule applies for children under the age of eighteen (18). In accordance with the Texas Department of Health rules, there must be one adult for every ten (10) children.
 - c. The Homeowner/Resident renting the Clubhouse is responsible for cleanup as described in the Inspection Form attached hereto as Exhibit "A" made a part hereof for all purposes. (ALL items must be completed for the deposit to be refunded.)
 - d. No alcohol in any form allowed on premises.
 - e. Unauthorized intoxicants, drugs, controlled substances and firearms are strictly prohibited.
 - f. The Clubhouse area will be closed by 12:00 am (NO EXCEPTIONS).
 - g. The Homeowner/Resident shall not leave the Clubhouse unattended at any time, unless they have been cleared by the association representative and the checklist has been reviewed.
 - h. Entry into the enclosed/gated pool area and splashpad is strictly forbidden under the rules of this agreement.
 - i. The Clubhouse is a Non-Smoking facility Inside & Outside.
 - j. No pets are allowed in the facility.
 - k. Vehicles illegally parked, parked on grass, blocking driveways, etc., will be towed without warning at the owner's expense.
 - I. All trash must be removed by the resident.
 - m. Return all chairs and tables to their original setup.
 - n. Setup time is included in the rental time.
 - o. Exterior doors are not permitted to be placed in an open position at any time except to bring in supplies or equipment for your event.
 - p. Grills, fryers, fire drums, food trucks, moon walks, rock walls, trampolines, etc. are not permitted without prior approval.
 - q. Camera is not allowed to be blocked at any time from any angle.
 - r. Violation of these rules may result in the loss of deposit.
 - s. The Homeowner/Resident is responsible for any damaged caused by their guests inside and outside the building.
 - t. Do not dispose of grease and food items in sinks and toilets.
 - u. The temperature for all events will be set at 72 degrees. Do not move or change the temperature without permission.
- 2. SECURITY DEPOSIT. At least fifteen (15) days prior to the scheduled function (20 days if the Homeowner delivers a personal check), the Homeowner shall deliver to the Association a cashier's check or money order in the amount of three hundred dollars (\$300) payable to the Association. The Security Deposit will be returned in full if:
 - (a) there is no damage to any portion of the Clubhouse resulting from, or attributable to, the Homeowner's use of the Clubhouse; or,
 - (b) there are no unacceptable areas shown on the Inspection form, attached hereto as Exhibit "A" and made a part hereof for all purposes.

- (c) the Custodian or Association representative is not contacted on a holiday for any service. If there is any then the Security Deposit will be applied against the cost of repairs, cleanup or the amount shown in the Schedule of Fines for any unacceptable areas. The Schedule of Fines, as outlined in Exhibit "A" and made a part hereof for all purposes is accepted and agreed to by the Homeowner. It is the Homeowner's responsibility, at the beginning of the rental period, to report to the Managing Agent, any damage or other condition, which the Homeowner considers unacceptable. Failure to report such damage or condition shall constitute acceptance by the Homeowner of the condition of the Clubhouse. Cancellation and a fee of \$50.00 must be made to Lincoln Green East at least 10 days prior to the date of the event. Failure to cancel as indicated will result in a \$100.00 administrative/ cancellation fee.
- 3. INSPECTION. Before and at the end of the Homeowner's event in the Clubhouse, it shall be inspected by the assigned Managing Agent. The inspecting agent will use the attached Inspection Form as a guideline for inspecting the Clubhouse to determine if the Clubhouse requires any additional cleaning, repairs, or replacement of any items damaged resulting from, or attributable to, the Homeowner's use of the Clubhouse. The Homeowner agrees that if, in the judgment of the Association or any of its authorized representatives the Clubhouse needs to be cleaned or repaired or any damaged items replaced as a result of, or attributable to, the Homeowner's use of the Clubhouse or if the Security Deposit is not enough to pay for the cost of such items, or for any unacceptable items shown in the Inspection Form per the Schedule of Fines, then the Association may immediately clean or repair the Clubhouse or replace the damaged items and the charges therefore will be first applied against the Security Deposit and, if the Security Deposit is not adequate, then the Homeowner may be invoiced by the Association. The homeowner agrees to pay any invoice charges, per the Schedule of Fines, within thirty (30) days, and if any such invoice is not paid within thirty (30) days, interest shall accrue at a rate of eighteen percent (18%) per annum from the thirtieth day following the date of the invoice until paid and all such amounts shall be added to, and become part of, the assessment due by the Homeowner under the Restrictive Covenants. The selection of the contractor for any cleaning, repairing or replacement shall be within the sole discretion of the Association or its authorized representative.
- 4. BINDING EFFECT. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- 5. SEVERABILITY. In case of anyone or more of the provisions contained in the Contract shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions hereof, and this contract shall be construed as if the invalid, illegal or unenforceable provisions had never been contained herein.
- 6. GENERAL. When used herein, and whenever the text so permits, the singular shall include the plural and the use of any gender shall include all genders.
- 7.ENTIRE AGREEMENT. This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to the use of the Clubhouse during the term of the Contract.

I CERTIFY AND ACKNOWLEDGE THAT I AM AT LEAST 21 YEARS OF AGE AND HAVE READ AND UNDERSTAND THIS CONTRACT. I FURTHER STATE THAT I VOLUNTARILY ENTERED INTO THIS CONTRACT AND I AGREE TO ITS TERMS AND CONDITIONS.

EXECUTED THIS _	DAY OF	
SIGNATURE	ADDRESS	

EXHIBIT A

LINCOLN GREEN EAST HOMEOWNERS' ASSOCIATION INSPECTION FORM FOR CLUBHOUSE RENTAL

DATE OF REN	E OF RENTAL: DATE OF INSPECTION:				
	(Date) BEFORE				
NAME:	ADDRESS:		PH	ONE:	
AREAS OF INS	PECTION (X – ACCEPTABLE 0 – UNACCEPTA	ABLE)	Before	After	Fee
FURN	ITURE CLEAN AND IN GOOD CONDITION				\$20
FURN	ITURE PLACED IN ORIGINAL LOCATIONS				\$20
TRAS	H/REFUSE REMOVED FROM THE FACILITY				\$20
MICR	OWAVE OVEN AND FRIDGE CLEAN INSIDE	AND OUT			\$20
COUN	ITER AND KITCHEN FACILITIES CLEANED				\$20
KITCH	IEN SINK CLEANED				\$20
FLOO	R SWEPT AND MOPPED -*** THOROUGHL	Y***-			\$20
RESTI	ROOMS CLEAN (TRASH REMOVED)/FACILIT	IES WORKING			\$20
Walls	and Ceiling are in good condition				\$20
Doors	and Trim in good condition				\$20
Wind	ows and Blinds in good condition				\$20
LICUTS TURN	50 055 AND USAT/AND THRN50 055 00 05	T 4 T 4 D D D O D D I			DE 46
	ED OFF AND HEAT/AIR TURNED OFF OR SE	T AT APPROPRI	ATE SEASONA	L TEMPERATU	
INDICATED O	N THERMOSTAT LABEL				\$100
temperature with the a/c of COMMENTS:	are that the temperature for all events will without permission. Please contact the Custor heat. (For any item marked unacceptable, descripiate. ALL items on the inspection report M	stodian or Asso be in detail the	reason. Add	entative if the	re is an issue ments, which
Inspection Be	fore Rental				
INSPE	CTOR	DATE			
RESID	ENT	DATE			
Inspection Af	er Rental				
INSPE	CTOR	DATE			

Adult Aquatics Facility Participant Waiver

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring any action (in a court of law, arbitration, or any other legal forum) to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your attendance at the Lincoln Green East C.I.A. facilities and swimming pool, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that utilizing the facilities and swimming pool comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with use of the facilities and swimming pool, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the use of the facilities and swimming pool and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-toperson contact. Federal and state authorities recommend social distancing to prevent the spread of
the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and
death. Utilizing the facilities and swimming pool and accessing the Lincoln Green East
Homeowners Association ("Association") facilities could increase the risk of contracting
COVID-19. The Association in no way warrants that COVID-19 infection will not occur through
swimming or attendance or otherwise accessing the Association's facilities and swimming pool.

Coronavirus / COVID-19 Pre-Screening

I hereby certify and represent that the following statements are true and correct regarding my healt
at the time I choose to use the "Associations" facilities and swimming pool:
☐ I do not currently have a fever of 100°F or higher.
☐ I nor anyone in my family have been in contact with a person that has tested positive for COVID-19.
☐ I nor anyone in my family have been in contact with a person that is in the process of being tested for COVID-19.
☐ I have not had a fever of 100°F or higher, sore throat, body aches, trouble breathing, cough,

loss of smell or taste or other flu-like symptoms within the past 24 hours.

Initial

Initial

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation of swimmin facilities and swimming pool, I,	, the undersigned participant, s, representatives, executors, administrators, NOT TO SUE, DISCHARGE, HOLD sociation and its nominated pool company, employees, volunteers, agents, any causes of action, claims, demands, losses, in no way limited to, claims of negligence, ministrators and assigns may have, now or in nal injury, property damage, death or related to the use of the Association's ipation is supervised or unsupervised, but not limited to the negligence of ge of the nature and extent of the risks inherent bool, and that I am voluntarily assuming said g, wear approved personal protection equipment d local governmental order(s). I understand that including personal injury, property damage, or the Association's facilities and swimming pool, EASE Releasees from all liability for such loss, health and that I have no conditions or ion in swimming and/or attendance at the am of lawful age and otherwise legally not that the terms of this agreement are legally the legal counsel prior to signing this instrument
Signature:	List all minor(s) in household below and DOB (MM/YY):
Name:	DOB:
Phone:	DOB:
Address:	DOB:
Email:	DOB:
Emergency:	DOB:

By listing any minors (those under 18 years of age) on this document and signing above, Parent(s) or court-appointed legal guardian(s) of said minors also agree and acknowledge that they and the minor(s) are subject to all the terms of this document, as set forth above.

Every adult (18 and over) in household must sign a waiver.

Contact Number