



## Knollcreek Homeowners Association **Pool Rules (Updated 8/2023)**

### SUMMER POOL HOURS

- ☐ June 3- Pool hours- 4:00 p.m. – 9:00 p.m. Opening for Summer Kick Off  
Sunday-Thursday- 5:00 a.m.-8:00 p.m. Friday & Saturday 5:00 a.m.- 9:00 p.m. \*\*\***CLOSED ON TUESDAYS**\*\*\*
- ☐ THE POOL **WILL BE CONSIDERED CLOSED** IF THERE IS THUNDER AND/OR LIGHTNING IN THE VICINITY. ALL MEMBERES AND GUESTS MUST LEAVE THE PREMISES IN SUCH AN EVENT.

### SECURITY AND GUEST POLICY

- ☐ Report any unsafe conditions to DAMC at 210-561-0606 or email [lisa@damctx.com](mailto:lisa@damctx.com).
- ☐ The Association reserves the right to revoke pool privileges to any Resident or Guest who has delinquent Association fees or other unresolved issues.
- ☐ The Association reserves the right to revoke pool privileges for any Resident or Guest should they cause an unsafe or unpleasant environment at the pool.
- ☐ Residents are financially responsible for any damages to the pool area resulting from a lost card or the intentional or unintentional acts by themselves and/or their Guests.
- ☐ Report lost or stolen magnetic key cards immediately to DAMC 210-561-0606 or emailing [lisa@damctx.com](mailto:lisa@damctx.com). The replacement fee for lost cards is \$25.00.
- ☐ If your card does not work, call DAMC at 210-561-0606 or email [accesscontrol@damctx.com](mailto:accesscontrol@damctx.com).
- ☐ No registered sex offenders are allowed.
- ☐ **Homeowner must be current with assessments to use amenities.**
- ☐ **The pool and park area will be under 24-hour video surveillance.**
- ☐ **Trespassers will be prosecuted.**
- ☐ **NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.**

### POOL PARTIES

#### Summer Parties During May – September

These are small parties during normal hours with a maximum of 20 guests. The deck area may be reserved for these parties. The pool will **not** be closed to other Residents and their Guests. Summer parties are for small gatherings such as birthdays, sports teams events, etc. At least one (1) adult must be present for every four children. Parties will be limited to two (2) hours. One (1) week prior notice is required at a nonrefundable fee of \$50.00 + refundable security deposit of \$100.00. Only one (1) party can be scheduled in a two (2) hour time period. You are expected to clean up after the party and remove all garbage from the premises. To schedule a summer party during normal business (8:00 -5:00 Mon-Friday) hours please contact DAMC at 210-561-0606.

(Continued on next page)

Knollcreek HOA



14603 Huebner Rd., Building 40  San Antonio, TX 78230  
o: 210-561-0606  f: 210-690-1125  [lisa@damctx.com](mailto:lisa@damctx.com)

**www.DAMCTX.com**





- ☐ **WARNING: NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK AT ALL TIMES.**
- ☐ **Evidence of Membership, age and identity should be available for presentation to any Member of the HOA. If you do not have ID, you may be asked to leave.**
- ☐ No glass containers.
- ☐ No alcoholic beverages or illegal substances.
- ☐ No tobacco products in the gated pool area.
- ☐ No diapers except swim diapers. Diapers are to be bagged and tied when necessary and disposed of.
- ☐ No food, drinks, or gum in the swimming pool area. Food may only be consumed in the common area near the office, the deck area or at a picnic table away from the pool.
- ☐ Members are expected to dispose of their trash and their Guest's trash responsibly. No littering will be tolerated.
- ☐ Proper attire required. No cut-offs, stockings, etc.
- ☐ No foul or vulgar language will be tolerated.
- ☐ No wheelie shoes, roller/in-line skates, scooters, bicycles or skateboards in the gated pool area.
- ☐ No firearms or weapons allowed.
- ☐ No animals in the pool area (except service animals).
- ☐ No diving or running.
- ☐ No fighting, harassment or any behavior that is not conducive to a safe and pleasant environment.
- ☐ No sports equipment is allowed except those approved by the Board of Directors.
- ☐ No motorized flotation devices or flotation devices larger than 3' x 8'.
- ☐ Members or Guests are not permitted to cook or barbeque in the gated pool area, unless specifically approved by the Board of Directors.
- ☐ Members may have a maximum of four (4) Guests per household unless part of a private party.
- ☐ A Guest cannot be a non-paid Member of the Knollcreek Homeowners Association.
- ☐ Members must assume full responsibility for their children and Guests as tenants of their lot.
- ☐ For serious injury or life-threatening emergency assistance **CALL 911.**
- ☐ **NO LIFEGUARD IS ON DUTY.** You must be at least 14 to enter without a responsible adult.
- ☐ Any person that knowingly has had an illness associated with diarrhea should not use the pool for a period of two (2) weeks after the illness.
- ☐ No one with a known communicable disease, open wound and/or skin lesions shall be permitted entrance in either pool.
- ☐ The Association and Management are not responsible for any lost or stolen items and/or any accident, injury, or illness.
- ☐ If a Pool Monitor is on duty, he/she has the approval of the Board of Directors to remove any person in violation of the rules.
- ☐ It is a violation to not report any violation to the HOA.

**These Rules and Guidelines may be added to or amended by the Board of Directors of the Knollcreek Homeowners Association. Any such changes, additions, or amendments shall be furnished to the Homeowners.**



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## **KNOLLCREEK HOMEOWNERS ASSOCIATION** **POOL RELEASE AND INDEMNIFICATION**

I/We, the undersigned Homeowner(s)/Tenant(s) (circle one) of the **Knollcreek Homeowners Association, Inc.**, a Texas non-profit corporation, residing at \_\_\_\_\_ (address) do hereby request that the Association issue a secured entry key card to me/us for the use of our family and guest(s) all pursuant to the following terms and conditions.

**I/WE HEREBY ACCEPT FULL RESPONSIBILITY FOR THE SECURED ENTRY KEY CARD. BY ACCEPTANCE OF THIS KEY, I/WE HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE HOMEOWNERS ASSOCIATION, A TEXAS CORPORATION, AND EACH OF SAID ENTITIES (MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY AND AFFILIATES OF THE HOMEOWNERS ASSOCIATION, INC.) FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION AND SUITS OF WHATSOEVER KIND OR NATURE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY ASSOCIATION OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, DIVING OR DROWNING ARISING OUT OF OR IN CONNECTION WITH MY FAMILY AND ME OR ANY OF MY FAMILY'S GUESTS USING THE POOL. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE HOMEOWNER AND THE ASSOCIATION, AND ANY OF ITS ENTITIES THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH IS INDEMNITY BY THE HOMEOWNER TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF THE HOMEOWNER'S OWN NEGLIGENCE, AND THE ASSOCIATION AND ITS ENTITIES' NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES.**

### **INITIAL BELOW:**

- \_\_\_\_\_ I/We hereby acknowledge at all times that this is a swim-at-your-own risk facility with or without a Lifeguard on duty. An adult (over the age of 18) must accompany all children. Please see your Association's pool rules for additional information.
- \_\_\_\_\_ We hereby acknowledge we have received, read, and fully understand the pool rules and guidelines and hereby accept them and agree to abide by them.
- \_\_\_\_\_ We hereby acknowledge that failure to abide by the pool rules and guidelines may result in suspension of pool privileges.
- \_\_\_\_\_ We hereby accept all responsibility for any family member(s) or guest(s) using the pool.
- \_\_\_\_\_ We hereby acknowledge pool card(s) will be deactivated if Association fees are not in good standing.
- \_\_\_\_\_ We hereby acknowledge that the pool card(s) are under no warranty and have been advised that **the pool cards are not waterproof. Do not allow your pool card(s) to get wet.**



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We hereby acknowledge receipt of one (1) secured card key for \$25.00. In the event of a lost card key, the undersigned Homeowner(s) will be responsible for paying a \$25.00 replacement card key charge and will not be granted access to the pool facilities until such time that the replacement card key fee has been paid.

**Payment by check or money order payable to *Knollcreek HOA* must be submitted with completed form and should be sent to Knollcreek HOA, c/o DAMC, 14603 Huebner Rd, Bldg. 40, San Antonio, TX 78230. The Homeowner will be liable for expenses if access cards are sent via mail.**

**Completed form and payment may also be brought to the DAMC office to obtain a pool card key.**

\_\_\_\_\_  
Resident Last Name/ First Name (PRINTED)

\_\_\_\_\_  
Printed Property Address

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address (PRINTED)

\_\_\_\_\_  
Phone Number

First Card \$25.00/ # \_\_\_\_\_

Replacement Card \$25.00/ # \_\_\_\_\_

Check/ Money Order # \_\_\_\_\_

Amount: \$ \_\_\_\_\_



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**Property Owners Association of Knollcreek.  
Waiver, Release and Indemnification**

This Waiver, Release and Indemnification is made and executed as of the date below, by the undersigned Owner(s). Owner is a member of Home Owners Association for Knollcreek ("Association"). As a condition imposed by the Board of Directors of the Association prior to permitting Owner access to, and one (1) access cards for entry to, the Amenity Center and Swimming Pool, and in consideration thereof, Owner agrees and acknowledges:

Owner is at least 18 years of age and the Owner of the residence ("Residence") listed below. The residence is located in Knollcreek HOA, Bexar County, TX ("Subdivision").

As a member of the Association, Owner is entitled to use and enjoy the Knollcreek swimming pool which includes, but is not limited to, the Swimming Pool, covered sitting area, restrooms. Owner's rights and privileges with respect to these assets are subject to the terms and conditions of the Deed Restrictions for the Subdivision and to any and all rules ("Rules") promulgated by the Board of Directors of the Association. Use of the swimming pool and recreational facilities by Owner, Owner's family (including children) Owner's guests or tenants, at all times requires following all of the Rules. Owner shall be solely and entirely responsible for compliance with any and all Rules by Owner, Owner's family (including children) and Owner's guests and tenants.

**THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL. OWNER, OWNER'S FAMILY (INCLUDING CHILDREN) AND OWNER'S GUESTS AND TENANTS ARE SWIMMING AT THEIR OWN RISK.**

Owner, Owner's family (including children) and Owner's guests and tenants will not tamper with any lock, prop open any gate, or take any other action which would allow free access to the Amenity Center or Swimming Pool by any person.

In consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, and in exchange for the willingness of the Board of Directors of Knollcreek Homeowners Association, Inc. (hereinafter "the Association"), to open and allow access to the common area recreational facilities owned by the Association during the COVID-19 pandemic crisis and thereafter for use by Association Members, I, the undersigned, do hereby RELEASE and WAIVE any and all claims that I and/or all members of my family may now or later have against the Association, its Board of Directors, Officers, Members, Volunteers, Managers, Property Management Company, agents, employees and contractors (collectively the "Releasees"), arising from, related to or in any way growing out of my and/or my family members' physical presence on common area, including all claims for any and all personal injuries for any reason, including but not limited to viral infection, respiratory disease and/or any other harm. I hereby assume all risks of using the facilities, including potentially contracting the COVID-19 illness. I agree to abide by all posted rules, regulations and warnings related to use of common area.

**I further agree to indemnify, hold harmless and defend the ASSOCIATION of, from and against claims that any person or entity (including but not limited to my family, heirs, and/or employees) may have for personal injury and/or property damage in connection with, arising from or related to any harmful condition, hazard, pathogen or defect of the premises owned and/or maintained by the ASSOCIATION and/or activity of the ASSOCIATION, even if the party or parties to be indemnified are alleged or found to have been negligent.**

OWNER HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS IT AS HIS/HER FREE AND VOLUNTARY ACT. POOL CARDS WILL BE ACTIVATED **WITHIN ONE (1) BUSINESS DAY**.

Date: \_\_\_\_\_ Card (1) # Issued: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_  
Signature (Owner 1)

\_\_\_\_\_  
Signature (Owner 2)

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

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

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IF RESIDENCE WILL BE LEASED: Please list all tenants to receive card-. Tenants signing below also agree to the foregoing Waiver, Release and Indemnification:

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

\_\_\_\_\_  
Signature (Tenant 1)

\_\_\_\_\_  
Signature (Tenant 2)

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

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

Please list names of all family members (including birth year of family members if under eighteen) who will be using the swimming pool:

\_\_\_\_\_