

# **TRIANA HOMEOWNERS ASSOCIATION, INC. POOL RULES**

**Emergency Phone located on wall facing pool.  
(in the building where the bathrooms are located)**

## **IDENTIFICATION**

- Swimmers must have a pool gate card to enter pool area and exit the pool. The pool is for the use of Triana members and their invited guest(s)/appointed guardian(s) only, not to exceed two per family.
- Parents must provide authorization naming a specific guardian to attend to their children 14 years of age and under while at the pool. An authorized guardian must be 18 years of age or older.

## **COMMUNITY REQUIREMENTS & CONDUCT**

- Children age 13 and under must be accompanied by an adult age 18 or older that is a Triana member or an authorized guardian.
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- Triana members are responsible for the behavior of their children and guest(s).

**UNDER NO CIRCUMSTANCES WILL TOBACCO, FIREARMS OR DRUGS BE PERMITTED IN THE POOL AREA. ANYONE SEEN ENGAGING IN THE USE WILL BE SUBJECT TO LOSS OF PRIVILEGES FOR A PERIOD OF TIME TO BE DETERMINED BY THE ASSOCIATION BOARD. LEGAL ACTIONS MAY BE TAKEN IN CONJUNCTION WITH THE LOCAL LAW ENFORCEMENT AGENCY.**

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

- The pool is **CLOSED Tuesday**, when chemicals are being adjusted.
- The pool is **CLOSED from 10:30 PM until 9:00 AM.**
- **WARNING: SWIM AT YOUR OWN RISK – No Lifeguard on Duty!**

### Schedule of operation

Open Swimming (Adult supervision <u>required</u> – access with gate card only)			
March 1 - October 31	9:00 a.m. – 10:30 p.m.	Open to members, their families and accompanied guests	The pool is closed <b>EVERY</b> Tuesday for maintenance and chemical treatment

The swimming pool is **CLOSED** November through February.  
Annual Pool Opening Dates are determined by the Board of Directors.

# TRIANA HOMEOWNERS ASSOCIATION, INC.

## POOL RULES

### GENERAL REQUIREMENTS & CONDUCT

Any individual(s) who are reported to be/or found to be in violation of any of these following pool rules will be reported to Triana Board and local law enforcement agency (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 EQUIPMENT PROVIDED IN THE AMENITY CENTER FACILITIES IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK
2. Parents must check swim diapers AT LEAST 3 times per hour. **Children under the age of 3 are not allowed in the pools without a swim diaper.**
3. Proper swim attire is required. No "cut-offs" are allowed. Please respect all cultural differences with family friendly attire.
4. Conduct by any person deemed to be dangerous, unreasonable, or offensive (including "horseplay") is not allowed and should be reported to Diamond Association Management and Consulting. Any individual disciplined repeatedly, or for serious infractions, will lose all pool privileges for the rest of the season.
5. Running, hopping, skipping or speed walking within the pool area is prohibited.
6. Under no circumstances shall pets, bicycles, skateboards, scooters or motorized cycles be permitted within the fenced pool area. Roller-skates and/or Rollerblades may be carried into the pool area and stored with personal belongings but may not be worn within the fenced pool area.
7. Diving from the side of the pool is not permitted.
8. Climbing or sliding on any hand railing is not permitted.
9. No glass containers of any type are allowed in the pool area. Food shall only be consumed in areas at least six feet away from the pool. No chewing gum is allowed within the pool area.
10. All trash generated by anyone in the fenced pool area must be placed in garbage containers or otherwise properly disposed of.
11. Any items lost will be your responsibility. If the loss is of great value, please contact Diamond Association Management and Consulting.

# **TRIANA HOMEOWNERS ASSOCIATION, INC.**

## **POOL RULES**

12. Persons with open sores, wounds and bandages or communicable diseases are encouraged to refrain from swimming in the pool. 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 two (2) 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 reported to Diamond Association Management and Consulting immediately.
13. Flotation devices are permitted as long as there are less than 8 people in the pool. All air- inflatable crafts used must be a maximum 2-person carrier. Exceptions are arm-floaties and toddler carriers/life preservers.
14. 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.
15. 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.

### **LOSS OF POOL PRIVILEGES**

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

- **Be current on homeowner assessments as outlined in the Collections Procedures approved by the Board of Directors**
- **You must have a current Pool Release and Indemnification form on file with Diamond Association Management and Consulting**

Any individual(s) using the pool after hours (see pool rules), could lose all pool privileges for the season. The Board will consider individual events.

Any individual(s) committing acts of vandalism to the pool, pool house, equipment and/or surrounding area will lose all pool privileges for a period of time to be determined by the Association Board 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. The Board will consider individual events.

# TRIANA HOMEOWNERS ASSOCIATION, INC.

## POOL RULES

### **MISCELLANEOUS**

#### Guest Policies

A Triana member must accompany a guest. Guests are limited to two per family. Members are allowed to authorize a guardian for their needs as applicable (baby-sitters, relatives, family friends and neighbors are allowable.) Parents must provide authorization naming a specific guardian to attend to their children 13 years of age and under while at the pool. Authorized guardians must be 18 years of age or older. 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 Triana member or authorized guardian who is an adult and on the premises. If the individual(s) will not leave please contact the police, then contact Diamond Association Management and Consulting.

#### 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, 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.

#### Emergency Phone

This phone has the capability of connecting to emergency services **only** by pressing the button.

#### Pavilion Reservations (**Exclusive Use**)

The Pavilion facility is rented on a first come, first serve basis and may not be rented for commercial purposes. The facility is available for rental only by members of the Triana Homeowners Association age 18 or older in good standing (current on assessment payments and no outstanding deed restriction violations.)

The rental time frame is **4 hours** with an additional 30 minutes before and 30 minutes after for setup and clean up. All reservations are limited to 20 guests.

Alcohol is permitted at the facility; NO GLASS or other breakables are allowed.

The Property Owner is solely responsible for the conduct of guests or others on the Reserved premises incidental to or during the time of the lease. THE Property Owner MUST BE PRESENT ON THE RESERVED PREMISES AT ALL TIMES DURING THE RESERVATION PERIOD. Property Owner agrees to be responsible for strict observance and adherence by Property Owner and Property Owner's guests to all rules and regulations of Redland Heights Owners Association, regarding use of and conduct on the Clubhouse premises. A copy of such rules is attached hereto and is part hereof. CLEAN UP IS THE RESPONSIBILITY OF THE HOST MEMBER.

# TRIANA HOMEOWNERS ASSOCIATION, INC. POOL RULES

RESIDENT shall pay to TRIANA HOMEOWNERS ASSOCIATION (Association) a **Security Deposit fee of \$75.00** for the Pavilion as surety for proper clean-up, which is the sole responsibility of the RESIDENT, and to provide reimbursement for repair or replacement of ASSOCIATION'S property or equipment. required because of damage sustained incident to RESIDENT'S use of Reserved premises. **The deposit is refundable within 7 business days after the event so long as the pavilion area is cleaned, and the trash removed.** The RESIDENT shall pay to the ASSOCIATION a **Usage fee of \$25. (non-refundable).**

Please contact the management company, to reserve the pavilion at [reservations@damctx.com](mailto:reservations@damctx.com). All pavilion parties must be scheduled through the management company minimum 14 business days in advance, so that parties are not double-booked, and all necessary paperwork can be completed.

**Property Owners Association of Triana.  
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 Triana ("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 Triana HOA, Bexar County, TX ("Subdivision").

As a member of the Association, Owner is entitled to use and enjoy the Triana 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 Triana 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**. PLEASE EMAIL POOL WAIVER FORM TO: [poolwaivers@damctx.com](mailto:poolwaivers@damctx.com)

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 THE 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:  
\_\_\_\_\_