

Presidential Meadows Amenity Homeowner Association
Amenity Center Rules and Regulations

Rules and Regulations for the use of the Presidential Meadows Amenity Center and the Common Area affected by the use of the Amenity Center.

1. The Presidential Meadows Amenity Center is available for the benefit and enjoyment of the Presidential Meadows residents and their immediate family. It is maintained by Presidential Meadows OA contractors who work under the direction of Goodwin Management Inc.
2. The Presidential Meadows Amenity Center rental time includes setup and cleanup following the function.
3. Each Homeowner renting the Presidential Meadows Amenity Center will sign a Rental Agreement prior to using the Amenity Center. To reserve the Presidential Meadows Amenity Center, contact Goodwin Management Inc. (512) 502-7515. If the date requested is available, Goodwin Management Inc. will fax or mail the required Rental Agreement and related forms to the homeowner. The homeowner may also download and print the forms from the Amenity Center page at (presidentialmeadows.org). The homeowner should follow precisely the procedures outlined in the Rental Agreement.
4. The Presidential Meadows Amenity Center will not be available for lease to any homeowner or the tenant of any homeowner if any amount is due by the Owner to the Association.
5. **A Presidential Meadows homeowner or the tenant of a Presidential Meadows homeowner who is named on the Rental Agreement must be present at the function for which the Presidential Meadows Amenity Center is leased.**
6. The Presidential Meadows Amenity Center or the adjacent basketball court may be used for recreational, education, social and OA business activities. Such activities would include but are not limited to birthday parties and other family celebrations, scout meetings, showers and book clubs.
7. The Presidential Meadows Amenity Center may NOT be used for business purposes of the residents. Such prohibited activities would include but not limited to entertaining clients, parties to sell merchandise or open houses to display or demonstrate products.
8. **No more than forty-nine guests are allowed at any function. All doors must be kept unlocked throughout the function. All other applicable city and fire codes shall be strictly adhered to.**
9. All barbeque pits or grills must be placed fifteen (15) feet from the building when in use.
10. **No alcoholic beverages are allowed at the Amenity Center.**
11. No firearms, other than those carried by a duty-sworn officer of the law, are permitted in the Amenity Center or the related pool and common area enclosure at any time.
12. **The pool may NOT be reserved as part of a function. All applicable pool rules apply including the limit of up to twenty (20) guests per household. Use of the pool will only be during pool hours for a maximum of two (2) hours. Use of the pool is at homeowners' and guests risk. There must be one (1) adult for every two (2) children (17 years and younger) in the pool/pool area. If ten (10) to twenty (20) will be swimming a lifeguard must be hired by the renter.**

Initial _____

- 13. **The Presidential Meadows Homeowner will be responsible to ensure that music or any other noise, including noise from guests arriving or leaving, are kept at a level that cannot be heard in the surrounding homes in the area.** City of Manor (Travis/county) noise ordinances apply, and enforcement can be requested by any citizen. The report of loud noise could be the basis for forfeiture of the \$75.00 deposit.
- 14. Food and drinks are to be kept within the Amenity Center and the Amenity Center patio excluding the breezeway.
- 15. **The Presidential Meadows Homeowner will be responsible for cleaning the Amenity Center including equipment, furniture, bathrooms, breezeway, parking area, walks and grounds around the Amenity Center immediately after the function ends. A vacuum cleaner is provided.**
- 16. The Presidential Meadows Homeowner will be responsible for the repair or replacement of any damaged equipment, furniture, window coverings or common area facilities. Any repair and/or replacement will be at the expense of the homeowner/lessee at the rate of the board's contractor.
- 17. Heat and/or air conditioning and lights must be turned off, all doors locked and the key returned to Board Member or Committee Member when the event is over.
- 18. The Amenity Center will be inspected before any deposits are returned and the homeowner is released from liability for clean up and repairs.
- 19. Lessee assumes full responsibility for any and all liability or claims that may arise as a result of any accident or for any other reason in connection with the function or its use of the Amenity Center. The Homeowner shall agree to acquit, defend, indemnify, and hold harmless the Presidential Meadows Amenity Association, Developers, its Board of Directors, Goodwin Management Inc. or Amenity Center Chairperson(s).
- 20. Goodwin Management Inc. reserves the right to deny any reservation request or cancel any reservations at its sole discretion.

I/we are homeowner(s) or the tenant(s) of a homeowner in the Presidential Meadows Amenity Association. We have read the rules for leasing the Amenity Center and agree to abide by all of them.

Signature _____ Date _____

Application for Pool Access

Name (Please Print): _____ Owner? _____ Tenant? _____

Property Address: _____

Mailing Address: _____

Home Phone: _____ Cell: _____ Email: _____

CHARGE POLICY: *1st pool job = no charge. Replacement job = \$12. Limit 1 job per household. Any charges will be billed to your HOA account.*

I am requesting a (indicate number of devices): **Pool Fob** _____

I already have an access device that needs to be activated. The device number is: _____

DELIVERY OPTION – Check One:

Please **MAIL** the device(s) to the following address: _____

I will **PICK UP** the device(s) at 11149 Research Blvd., Suite 100, Austin, TX 78759 between 8:30 am – 5:30 pm, Monday through Friday. The device will be placed in the pick-up basket located at the front desk.

List all occupants in household who will be using the pool:

1. _____	____/____/____ (DOB)	4. _____	____/____/____ (DOB)
2. _____	____/____/____ (DOB)	5. _____	____/____/____ (DOB)
3. _____	____/____/____ (DOB)	6. _____	____/____/____ (DOB)

I have read and agree to the terms and conditions described on the "Application/Agreement to Use Association Amenities and Release of Liability."

OWNER SIGNATURE (Required):

_____ DATE: _____

TENANT SIGNATURE (Note: Owner must sign all requests):

_____ DATE: _____

Please return this form and the Application/Agreement to:

Fax: (512)346-4873

Email: AmenityAccess@goodwintx.com

**Mail: 11149 Research Blvd., Suite 100
Austin, TX 78759-5227**

Office Use Only:

Account: _____

M / PU Date: _____

Tracker: _____ **Gates:** _____

Device #: _____

Application/Agreement to Use Association Amenities and Release of Liability
For Pool Access

Association:
(APRM) Presidential Meadows Owners Association, Inc.

Applicant hereunder represents to be the property owner and by his/her signature below acknowledge and accept the terms and conditions contained herein. After Applicant has signed this Application and Agreement, Applicant should make a copy for his/her personal files. Should a copy of this agreement be required at a later time please contact Goodwin Management, Inc., (512) 502-7515 or email AmenityAccess@Goodwintx.com to request a copy.

In consideration of being provided access to any of the Association's amenities including, but not limited to, swimming pools, basketball courts, tennis courts, volleyball areas, playscapes, play features, clubhouse, amenity center, bathhouse, boat docks, piers, parks, trails, greenbelts, parking areas, parking garages, etc.. Applicant hereby agrees that the use of such amenities is at the sole risk of Applicant, Applicant's family, Applicant's guests, Applicant's tenants, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities. Applicant acknowledges that amenities may be unsupervised (no lifeguard) and that accident, injury, or death may occur as a result of use.

Applicant hereby agrees to indemnify, defend, and hold harmless the Association, Goodwin Management, Inc., the Association's agents, employees, and contractors, from and against any and all claims, demands, causes of action, and/or liabilities associated with the use of the Association's amenities by Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, or anyone for whom Applicant facilitates access to said amenities.

For purposes of this paragraph, the term "Applicant" shall be deemed to be Applicant, Applicant's family, Applicant's guests, Applicant's tenants and their guests, Applicant's invitees, and anyone for whom Applicant facilitates access to the amenities. Applicant agrees to abide by all published and/or posted rules and regulations associated with the amenities and to obey the instructions of any person or entity that may be present at such amenities for the purpose of monitoring or controlling amenity use on behalf of the Association. (For example, pool monitor instructions must be obeyed.) Applicant agrees to use amenities in a reasonable and typical manner during the time frames allowed by the Association, to not make excessive noise so as to disrupt or disturb others, and to limit guests to the number allowed by the Association's rules/regulations as same may be determined from time to time. Unless additional rules/regulations are more restrictive, Applicant agrees that all parties and groups of more than 4 people require special permission from the Association. Applicant agrees to provide a copy of this Application and Agreement (including any attached additional rules/regulations) to any tenant of Applicant and to have tenant agree to abide by all provisions required of Applicant.

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Pick Up: If you selected to pick up your access device (key, access card, access code, remote), you will receive a call or email when it is ready. We are located at 11149 Research #100, Austin, TX 78759 and are open 8:30 am until 5:30 pm.

Delivery by Mail: If we are mailing the access device, please allow 3-4 days for delivery.

IMPORTANT!!! Your account must be current in order for us to provide you an access device.

Access Device Charge Policy: *1st pool fob = no charge. Replacement fob = \$12. Limit 1 fob per household. Any charges will be billed to your HOA account.*

Payment for Access Devices: Any charges will be posted to your account based on "Charge Policy" above.

AGREED AND ACCEPTED BY APPLICANT
BY SIGNATURE(S) ON PRECEEDING ADDENDUM.