

3/1/13

**NOTICE OF FILING OF  
AMENITY CENTER RULES AND GUIDELINES OF  
THE LINKS AT SCENIC HILLS (SCHERTZ)  
HOMEOWNERS' ASSOCIATION, INC.**

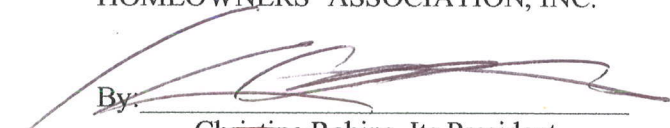
STATE OF TEXAS §  
  §  
COUNTY OF GUADALUPE §

KNOW ALL MEN BY THESE PRESENTS:

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the Links at Scenic Hills Subdivision that said property is subject to the attached Amenity Center Rules and Guidelines.

Executed this 31<sup>st</sup> day of May, 2017.

THE LINKS AT SCENIC HILLS (SCHERTZ)  
HOMEOWNERS' ASSOCIATION, INC.

By:   
Christine Robins, Its President  
*Kristine Robbins*

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Christine Robins, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 31<sup>st</sup> day of May, 2017.



  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

The Links at Scenic Hills (Schertz) Homeowners' Association, Inc.  
c/o Diamond Association Management & Consulting  
6391 De Zavala Rd., Suite 223 D  
San Antonio, TX 78249

5739 001/1448024

*Allen Stein: Durbin  
6243 W 11th, 7th Fl  
JA TX 78201*

**THE LINKS AT SCENIC HILLS HOMEOWNERS' ASSOCIATION, INC.**  
**AMENITY CENTER**  
**RULES AND GUIDELINES**

**PRIVATE PROPERTY FOR THE USE OF THE RESIDENTS OF THE LINKS @  
SCENIC HILLS HOA ONLY.**

*THERE WILL BE NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.*

*GATE TO REMAIN CLOSED AT ALL TIMES.*

Pool is open year round but is closed on Wednesday for maintenance. If Wednesday is a holiday, maintenance will take place on the following day.

*Swim Schedules & Hours of Operation are subject to change without notice.*

The following criteria must be met to use the Amenity Center:

1. Must be current on all assessments. Assessments must be paid in full ten (10) days prior to issuance of a card. If Assessments are not current, access will be denied until paid in full.
2. Must have an active card to access facility.
3. Must be a resident member and/or guest of a resident member.

**INTRODUCTION**

The safety and enjoyment of the members of the community are of primary concern in the operation of our Amenity Center. If we show courtesy and consideration for others in use of the pool and fitness, only a minimum of rules and guidelines should be needed.

**DEFINITIONS**

**Amenity Center** shall mean the pool and surrounding area, and the pavilion.

**Association** shall mean The Links at Scenic Hills Homeowners Association, Inc.

**Pool Amenities** shall refer to the pool and the area immediately surrounding the pool.

**Members** shall mean the members of The Links at Scenic Hills Homeowners Association, Inc.

**Good Standing** shall mean owner is current on assessments and is not in violation of the DCCR's or the Pool Rules and Guidelines.

**SAFETY**

1. NO DIVING IS ALLOWED.
2. Flips from the side of the pool are prohibited.
3. Jumping off backwards or in any way that throws the head back towards the side of the pool is prohibited.

**BEHAVIOR STANDARDS**

1. The following flotation devices are allowed in the pool: arm floats, toddler life preservers and noodles.
2. Bikes, skateboards or motorized vehicles are not permitted inside the pool area.
3. Pets are not allowed in the pool area (service animals excluded.)

4. Smoking is prohibited in the pool area.
5. No alcohol or glass bottles are allowed in the pool area.
6. No gum chewing.
7. No swimming after designated swimming hours.
8. Please ensure that all food items remain at the pavilion area.
9. Running, horseplay, fighting, dangerous conduct or loud noises shall not be permitted in or around the pool amenities.
10. Foul, loud abusive or vulgar language or hand gestures shall not be permitted in or around the amenity center.
11. No BBQ pits allowed in the pool area.
12. Number of guests allowed is two per household, unless prior arrangements are made.
13. Appropriate swimwear shall be worn in the pool. Denim or cut offs shall not be permitted.

#### **CARE AND RESPONSIBILITY FOR PROPERTY**

1. Removal of Association equipment, furniture, or accessories from the Amenity Center is strictly prohibited.
2. The Association shall not be responsible for lost or missing articles.
3. Report any lost or stolen card immediately to management.
4. Members are responsible for any damages in and around the Amenity Center resulting from lost cards.
5. Each household is allowed to have two cards at No Charge and there is a limit of two pool cards per household. A \$25.00 fee will be charged to replace a lost, stolen, or damaged pool card.

#### **GUEST POLICY**

1. A member shall accompany their family and/or guests at all times.
2. The number of guests shall be limited two (2) per household, unless prior arrangements are made with your association manager for special occasions.
3. A guest cannot be a non-paid member of the Association. Members who have not paid their assessments may not enter the pool or pool area as a guest of a paid member. may not be a homeowner that is not in good standing.

#### **PARTIES IN PARK AREA**

1. Members may have parties in the park area with prior permission from the HOA on a first come basis.
2. No moon bounces or water slides are permitted.
3. The host must clean up after the guests and remove all trash immediately following the event.

#### **POOL PARTIES**

1. Pool parties are not exclusive. All members have the right to use the pool when it is open.
2. All pool rules and guidelines specified herein apply during all pool parties.
3. Number of Guests allowed is ten per household.
4. The Association member hosting the party is responsible for ensuring that party attendees depart the pool area at the end of the party.
5. The host must clean up after the guests and remove all trash immediately following the event.

6. A \$75.00 refundable deposit is due 10 days prior to party. Deposit will be refunded as long as the facilities is free of trash and there is no damage to Association property.

#### **SANITATION ISSUES**

1. Diapers (except special swim diapers) shall not be permitted in or around the Pool Amenities.
2. Appropriate swimwear shall be worn in the pool at all times. Denim or cut offs shall not be permitted in the pool. Please keep in mind this is a family oriented environment, please use discretion.

#### **POOL ACCESS AND SUSPENSION OF PRIVILEGES**

1. A Wavier of Liability must be signed by each owner or tenant. Tenants must furnish a copy of their lease to obtain a pool card.
2. The Association retains the right to revoke privileges to the Amenity Center for any members, their family or guests causing an unsafe behavior at the Amenity Center.
3. The Association retains the right to revoke privileges to the Amenity Center for any member who has delinquent Association fees, or for violation of any of the rules.
4. Three (3) violations of any of the Rules and Guidelines will result in suspension of pool usage for thirty days from date of notification of violation.
5. Members must report missing pool cards immediately. The missing card will be deactivated.

***ANY ILLEGAL ACTIVITY OR EMERGENCY PLEASE CALL 911 OR USE THE RED CALL BOX INSIDE THE GATE.***

**RECEIPT OF RULES ACKNOWLEDGEMENT,  
LIABILITY WAIVER AND INDEMNITY AGREEMENT**

**email waiver to: poolwaivers@damctx.com**

Members and their guests use the Amenity Center at their own risk. Members and their guests assume the risk of liability arising from their use of the Amenity Center and the equipment located therein. Members and their guests will be responsible for any property damage to the Amenity Center and the equipment therein and will be required to reimburse the Association for the replacement and/or repair of such damaged property. The Association shall not be responsible for and personal belongings left in the Amenity Center. The Association shall not be responsible for the actions of its members or their guests. The Association shall not be responsible or liable for any physical injuries, property damage, or loss suffered by members, their children, or their guests during their use of the Amenity Center.

**INDEMNITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MEMBERS AND THEIR GUESTS SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE LINKS AT SCENIC HILLS HOMEOWNERS ASSOCIATION, INC. AND IT OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "INDEMNITIERS") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY (COLLECTIVELY, THE "LIABILITIES") DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR IN PART) ANY NEGLIGENT OR ALLEGED NEGLIGENT ACT OR OMISSION OF INDEMNITEES, OR ANY OF THEM. THE OBLIGATION OF MEMBER AND THEIR GUESTS UNDER THIS INDEMNITY AGREEMENT SHALL EXPRESSLY APPLY DESPITE ANY ALLEGATION OR FINDING OF JOINT OR CONCURRENT NEGLIGENCE OF ANY INDEMNITEE.**

**I HAVE READ, UNDERSTAND AND AGREE TO THE AMENITY USE RULES, THE FOREGOING WAIVER AND THE INDEMNITY AGREEMENT SET FORTH ABOVE:  
SIGNATURE**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
CARD NUMBER

\_\_\_\_\_  
CARD NUMBER

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TERESA KIEL, COUNTY CLERK  
GUADALUPE COUNTY, TEXAS**

 *Teresa Kiel*