

Maple Heights Community Association

2025 POOL SEASON

**SWIM AT YOUR OWN RISK
NO LIFEGUARDS ON DUTY**

Dear Homeowner:

In order to expand the available times for the swimming season, there will be NO LIFEGUARDS ON DUTY. Therefore, the following requirements must be met in order to use the pool facilities.

- **ALL RESIDENTS**: You must be a resident in good standing and/or a guest of a resident member in good standing; with annual assessment dues not in delinquent or legal status.
- **ALL RESIDENTS**: You must complete the registration form and initial your understanding of the pool rules before your current tag will be activated;
- **ALL RESIDENTS**: You must acknowledge receipt and understanding of all pool rules listed in this letter and sign and return page 3;
- **ALL RESIDENTS**: You must sign and return page 3 to Community Solutions via email at service@csutx.com, fax to 713-344-0472 or via US mail (see below for contact information). Each access tag will allow access to the pool during the pool's hours of operation. Each home receives TWO free tags. Additional tags can be purchased for \$40.00 each. Please enclose payment for additional tags with your signed waiver. Payments for additional tags are to be made payable to Maple Heights Community Association.

Keep your access fobs! Access fobs will be used year after year!

The following schedule will be in place for the 2025 swim season. Your access tag will only allow access during the days and times listed below. All access attempts are logged. If you are delinquent on your assessments, your access tag will NOT activate the gate release.

2025 Pool Hours

Pool opens the second weekend in March and closes the last weekend in September for the season.

Monday – Closed for cleaning.

Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday
Open 10am to 8pm

Maple Heights Community Association

POOL RULES

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- Members and their guests (maximum of two guests allowed per household) are permitted during pool hours. **NO TRESPASSING OUTSIDE OF POOL HOURS.**
- Members will be held responsible for the actions of their guests.
- Members are required to clean up after themselves by replacing all chairs in their proper locations and removing any trash that remains.
- Use of the pool is prohibited for persons with communicable diseases or open wounds.
- Pets are prohibited.
- Alcohol, smoking and other drugs are prohibited.
- Glass containers are prohibited.
- Loud music is prohibited.
- Profanity, improper behavior and intoxication are prohibited.
- Horseplay and running are prohibited.
- Bikes, skateboards, scooters or similar devices are prohibited within the pool gates.
- Children under the age of thirteen (13) are not permitted without an adult.
- A supervising adult must be within arms-reach of a child wearing a life preserver.
- All non-toilet trained children must wear swim diapers.
- **NO DIVING** is permitted.
- For personal enjoyment only. Cannot be used for income.
- **SUPERVISING ADULTS ARE RESPONSIBLE FOR THEIR CHILDREN AT ALL TIMES.**

The pool closes at 8:00 pm with the last entry being 7:30 pm. If you are in the pool after 8:00 pm, law enforcement will be called, and your access fob will be deactivated. No trespassing outside of pool hours! Violators will be prosecuted!

MAPLE HEIGHTS COMMUNITY ASSOCIATION

WAIVER AND RULE ACKNOWLEDGEMENT

I/We, the undersigned **homeowner(s) / tenants** (circle one) of the Maple Heights Community Association a Texas non-profit corporation, residing at _____ do hereby request that the Association issue an access tag to me/us for the use of our family and guest all pursuant to the following terms and conditions:

I/WE HEREBY ACCEPT FULL RESPONSIBILITY FOR THE ACCESS TAG. BY ACCEPTANCE OF THIS ACCESS TAG, I/WE HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE MAPLE HEIGHTS COMMUNITY ASSOCIATION, A TEXAS NON-PROFIT CORPORATION, AND EACH OF SAID ENTITIES (MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY, POOL MAINTENANCE COMPANY AND AFFILIATES OF THE MAPLE HEIGHTS COMMUNITY ASSOCIATION 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 PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF THE HOMEOWNER, THE ASSOCIATION OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, FOR ANY BODILY INJURY, 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, ME AND MY FAMILY, 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 HOMEOWNERS 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 **WITHOUT A LIFEGUARD ON DUTY**. An adult (over the age 18) must accompany all children under the age of 13.

_____ I/we hereby acknowledge we have received, read and fully understand the pool rules and hereby accept them and agree to abide by them.

_____ I/we hereby acknowledge that failure to abide by the pool rules may result in suspension of pool privileges.

_____ I/we hereby accept all responsibility for any family member(s) or guest(s) using the pool.

_____ I/we hereby acknowledge pool access will not be granted if the association fees are not in good standing

We hereby agree to follow all written and/or posted rules and request two (2) access tags. Additional tags may be purchased from the association for \$40.00.

_____ Owner's Last Name, First Name (Printed)

_____ Renter's Last Name, First Name (Printed)

_____ Owner's Signature

_____ Renter's Signature

_____ Date Waiver Signed