

Crystal Springs Home Owners Association

Crystal Springs Homeowner,

Thank you for inquiring about becoming a member of the Crystal Springs Recreational Center. Attached are several documents to be reviewed, signed and notarized and delivered to management along with the annual membership fee of \$450. The packet can be emailed to manager@crystalsprings.club or can be dropped off at the membership office at the clubhouse. Payment can be made online at www.crystalsprings.club or with a personal check/money order made directly to management.

Waiver/Release – This document is a waiver/release that needs to be executed acknowledging the risks involved in use of Rec Center facilities.

Exhibit 1 – This document will be executed and recorded with the property acknowledging receipt.

Membership Rules – This document lays out the general membership rules for the Recreational Center

Upon receipt of these executed documents and payment management will record and then prepare digital passcards and issue guest passes for the new member. If you would like a tour of the facility we would be happy to provide at your convenience. If you have any questions or concerns please don't hesitate to contact our office.

Sincerely,

Crystal Springs HOA
c/o OMNI Management Services
P.O. Box 441570
Indianapolis, IN 46244
317-541-0000
Fax 317-541-0002
manager@crystalsprings.club

**HOMEOWNERS ASSOCIATION OF CRYSTAL SPRINGS, INC.
CRYSTAL SPRINGS RECREATION CENTER**

**NOTICE, ACKNOWLEDGEMENT,
WAIVER, AND RELEASE FOR USE OF
CLUBHOUSE, EXERCISE ROOM, TENNIS COURT,
BASKETBALL COURT, AND POOL**

*****THIS DOCUMENT INCLUDES A LIABILITY
WAIVER AND RELEASE OF CLAIMS*****

The clubhouse, including, but not limited to, the exercise room, tennis courts, basketball court, and pool (hereinafter referred to as the “Facility”) located in Crystal Springs Subdivision in Clark County, Indiana (hereinafter referred to as the “Subdivision”), is a private facility owned by the Homeowners Association of Crystal Springs, Inc., an Indiana non-profit corporation (hereinafter referred to as the “Homeowners Association”). The Facility is available for use by certain residents of the Subdivision and their guests (as limited by applicable restrictions, rules, and regulations, including the General Membership Rules) for meetings, gatherings, and parties, exercise and fitness training, and aquatic, poolside and other recreation (hereinafter referred to as the “Recreational Activities”) according to the class of membership as set forth in the Amended and Restated Restrictions and Protective Covenants for the Crystal Springs Subdivision.

Use of the Facility or any part thereof is subject to the following Rules and Regulations, as adopted by the Homeowners Association Board of Directors. Please read this agreement carefully, and if you agree with its terms, sign at the bottom, and return it to the Facility during regular business hours.

I. ASSOCIATION DUES

The undersigned understands that only Class B Members of the Homeowners in good standing and their accompanied guests may be admitted to the Facility. Class B Members that are delinquent in the payment of assessments cannot be considered guests and will not be admitted to the Facility. Members in good standing shall wear wristbands provided by the Homeowners Association.

II. GUEST POLICY

The number of guests allowed at any given time will be limited to two (2) per family, unless previous arrangements have been made with Management. The undersigned understand that, without prior approval of the Directors of the Homeowners Association, a homeowner must accompany all guests, regardless of age, for guests to use the Facilities. The undersigned also understands that it is important that guests be supervised in their use of the Facilities, as guests do not generally share the vested interest the undersigned have in the Facilities and may not fully appreciate the costs and expenses associated with maintaining same. Therefore, the undersigned assume full responsibility for and hereby indemnify the Homeowners Association and all Crystal Springs residents and homeowners against all damage to the Facilities, fences, gates, amenities, equipment and other personal property associated therewith caused by any guest the undersigned may allow to use the Facilities. Such indemnification shall include, but not be limited to, the costs of repair or replacement, together with court costs and legal fees in the event legal collection of same becomes necessary.

III. ACKNOWLEDGMENT OF RISKS

All Recreational Activities (including aquatic and poolside Recreational Activities taking place at, in, on, or around the pool and poolside are generally **UNSUPERVISED**, but are nonetheless subject to rules governing the use and enjoyment of the clubhouse, exercise room, pool, and poolside). **The Homeowners Association does not intend in any way to ensure, guaranty, or warrant the safety, health, or well-being of any resident of the Subdivision, guest of the same, or other user of the Facility. On the contrary, EACH AND EVERY RESIDENT OF THE SUBDIVISION, GUEST OF THE SAME, OR OTHER USER OF THE FACILITY SHALL BE DEEMED TO USE THE FACILITY AT HIS/HER OWN RISK.**

IV. WAIVER AND RELEASE

The undersigned, as an adult resident of the Subdivision, desires to use the Facility and engage in the Recreational Activities for his/her personal benefit. Moreover, the undersigned may desire to extend the use of the Facility to one (1) or more minors in the undersigned's household or a limited number of guests not residing in the Subdivision (as limited by applicable rules and regulations, including the General Membership Rules). In consideration of the management of the Facility and facilitation of the use of the Facility by the Homeowners Association and participation in the Recreational Activities on all future dates and at all future times, the undersigned hereby expressly agrees as follows:

1. That participating in the Recreational Activities at the Facility is a participation sport and/or activity and the undersigned is fully aware of the risks and hazards involved in or arising from the participation in the Recreational Activities and the undersigned's intended use of, or presence in, on, or at, the Facility. The undersigned hereby assumes, for himself/herself and any and all minors in his/her household or guests using the Facility with or under his/her consent or authority, any and all risks involved in or arising from participation in the Recreational Activities and use of or presence in, on, or at the Facility, including, without limitation, the risk of bodily injury resulting from participation in the Recreational Activities and/or the use or condition of the Facility, the loss or damage of personal property placed within the Facility, or the negligent or deliberate act of another person, wherever or however the same may occur;

2. TO INDEMNIFY AND RELEASE THE HOMEOWNERS ASSOCIATION and any of its successors, members, affiliates, employees, and/or agents, including, without limitation, the officers and members of the Board of the Homeowners Association, from, and NOT TO SUE ANY OR ALL OF THEM on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of the participation in the Recreational Activities and/or use of or presence in, on, or at the Facility by the undersigned and/or any and all minors in his/her household or guests using the Facility with or under his/her consent or authority, wherever or however such claims, causes of action, injuries, damages, costs, or expenses may occur, including but not limited to, those based on bodily injury or property damage, loss, or theft, whether or not caused by the negligence or other fault of the Homeowners Association or and any of its successors, members, affiliates, employees, or agents; and

3. To follow and cause to be followed all rules and regulations of the Homeowners Association regarding participation in the Recreational Activities and the use of the Facility (including, but not limited to, any and all applicable restrictions, rules, and regulations, including the General Membership Rules) and the conduct of any person during such use. The Homeowners Association reserves the right to change or modify said rules and regulations at any time, it being understood that participation in the Recreational Activities and/or use of the Facility by the undersigned and/or any and all minors in his/her household or guests using the

Facility with or under his/her consent or authority is within the sole and absolute discretion of the Homeowners Association. The Homeowners Association reserves the right to prohibit the undersigned and/or any and all minors in his/her household or guests using the Facility with or under his/her consent or authority from participation in the Recreational Activities and from using the Facility in the event of a violation of any rules or regulations promulgated by the Homeowners Association.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE FACILITY RULES AND REGULATION AND HAS READ AND UNDERSTANDS THIS AGREEMENT. THE UNDERSIGNED UNDERSTANDS THAT BY MAKING AND SIGNING THIS AGREEMENT, THE UNDERSIGNED SURRENDERS VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE UNDERSIGNED'S RIGHT TO SUE. THE UNDERSIGNED SIGNS THIS AGREEMENT FREELY AND VOLUNTARILY.

This Notice, Acknowledgement, Waiver, and Release For Use of Clubhouse, Exercise Room, Tennis Courts, Basketball Court, and Pool must be signed by each adult resident of the Subdivision who: (a) uses the Facility; (b) has care, custody, or control of any minor resident of the Subdivision who uses the Facility; and/or (c) invites any guest (whether an adult or a minor) to use the Facility.

CHILDREN'S NAMES AGE DATES OF BIRTH

_____ Date: _____
[Signature]

_____ Date: _____
[Signature]

Street Address: _____

*****THIS AGREEMENT CONTAINS A LIABILITY WAIVER
AND RELEASE OF CLAIMS*****

ELECTION BY OWNER TO TAKE CLASS "B" MEMBERSHIP IN THE HOMEOWNERS
ASSOCIATION OF CRYSTAL SPRINGS, INC.

THIS INDENTURE WITNESSETH that the undersigned owner(s) (hereinafter referred to as the "Owner" whether singular or plural) intending to be legally bound, hereby agree(s) as follows:

1. The Owner hereby adopts, ratifies, accepts, and incorporates by reference herein the document entitled the Amended and Restated Restrictions and Protective Covenants for *Crystal Springs Subdivision* [excluding *Gardens of Crystal Springs*], as recorded in the Office of the Recorder for Clark County, Indiana as Instrument Number 201804087 on the 14 day of March, 2018 (hereinafter referred to as the "Amended and Restated Restrictions").

2. The Owner imposes all of the terms, conditions, restrictions, and covenants of the Amended and Restated Restrictions upon the land of the Owner located in Clark County, Indiana (the "Property") and being more particularly described as follows:

See Exhibit "1" attached hereto and incorporated herein by reference.

and all of the terms, conditions, restrictions, and covenants of the Amended and Restated Restrictions shall run with the land above described and be binding upon all persons claiming from or under the Owner.

3. Pursuant to Paragraph 25 of the Amended and Restated Restrictions, the Owner hereby voluntarily elects to become a Class "B" Member of the Association.

4. The Owner agrees and consents to the Class "B" Member assessment for the Association and covenants and represents that the Owner will make payments to the Association for the Class "B" Member assessment as set forth in the Amended and Restated Restrictions, the Articles of Incorporation, and the By-laws of the Association.

5. The consideration for this Agreement is the benefit to the Owner under the Amended and Restated Restrictions, the Articles of Incorporation, and the By-Laws, and the ability of the Owner to access, use, and enjoy the Recreational Center located in Crystal Springs Subdivision.

6. This Consent and the Amended and Restated Restrictions are not revocable by the Owner or by anyone claiming any interest in the Property under or from the Owner except as expressly set forth in the Amended and Restated Restrictions.

7. The Owner acknowledges and represents that the Owner has been provided with an authentic copy of the Amended and Restated Restrictions and By-Laws of the Homeowners Association of Crystal Springs, Inc. (the "By-Laws"), prior to signing this Agreement and that the Owner was afforded an opportunity to read the Amended and Restated Restrictions and the By-Laws, and to consult with independent counsel prior to signing this Agreement.

8. The Owner represents and warrants that the Owner is the only owner of the land.

9. The Owner acknowledges that no person has any authority to waive any provisions of the Amended and Restated Restrictions applicable to Owner of the Property, and Owner represents that no one has made any promises to Owner not set forth in the Amended and Restated Restrictions or this Agreement to induce the Owner to sign this Agreement.

10. This Agreement has been voluntarily and freely given by Owner.

Dated this _____ day of _____, 20____

Owner Signature

Printed

Owner Signature

Printed

By signing and initialing this agreement I understand that I will be considered a lifetime member of the Recreation Center and pay the yearly dues for as long as I am a homeowner in Crystal Springs. _____

STATE OF _____)
) SS
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for the above named County and State, this _____ day of _____, 20____, personally appeared _____ and _____, who acknowledged the execution of the foregoing Election By Owner to Take Class "B" Membership in the Homeowners Association of Crystal Springs, Inc.

WITNESS my hand and notarial seal.

My Commission Expires:

Notary Public

Printed Name

Resident of _____ County

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, and that this instrument was prepared by:

F. Brad Benson
Applegate Fifer Pulliam LLC
PO Box 1418
Jeffersonville, Indiana 47131-1418
(812) 284-9499

General Membership Rules

1. Crystal Springs Recreation Center (herein referred to as the CSRC) is intended for the private use of Class B Members of the Homeowner's Association and their occasional guests.
2. A membership shall include the assessment paying member and spouse as well as their children age 23 or under who are living at home or who are full time students at a college or university.
3. Entry to CSRC will be by plastic key card. One (1) card will be distributed to each qualifying family with a "Class B" membership. Members must have their membership cards and should be prepared to present them if asked. Lost key cards can be replaced for \$25.00 each.
4. Members will be issued member wristbands to be worn while using CSRC. A minimum of two will be issued per member household in regards to if you are a single resident homeowner; you are allowed on additional member wristband.
5. Annual assessment as discussed on attachment 1.1
6. Guests must be in the company of a member. Guest passes may be acquired for \$3.00 each from the CSRC management. These passes are good for one day only and intended for the occasional use of the swimming pool, tennis court, and/or basketball court by friends or relatives of members. The exercise room is not available to non-members. Each guest older than 2 years of age is required to have a wristband. Please try to contact management in advance, as they are not always present in the CSRC office.
7. All members are expected to help keep CSRC clean and well maintained.
8. No Smoking will be allowed in the Center Building. Designated smoking areas are outside the swimming pool gate, outside the front entrance, and outside on the main floor deck (smoking receptacles are placed at each area). Smoking is not allowed on the tennis and basketball courts.
9. Respectable behavior is required by everyone using CSRC. Foul language, intoxication, disrespectful behavior, etc will not be tolerated.
10. Specific Facility rules and regulations are attached for the following:
 - Section 1 - Annual Membership Fees
 - Section 2 - Swimming Pool
 - Section 3 - Tennis Courts
 - Section 4 - Basketball Court
 - Section 5 - Exercise Room
 - Section 6 - Recreation Center Rentals
 - Section 7 - Consequences

Section 1 - Annual Membership Fees

- 1.1 Only Class "B" Members or their paid guests have the right to use the Recreation Center.
- 1.2 Class "B" Members will be subject to an annual assessment to use, upkeep, and maintain the CSRC. The current assessment is \$450 and due by April 1. Cards will be disabled for Members with past due amounts after that date and a collection attorney will take over collection of the outstanding debt at that point with the member responsible for legal fees.
- 1.3 Class "A" Members who opt to become Class "B" Members will be required to signed an Exhibit 1 and a waiver which will require them to be mandatory members in the future.
 - 1.4 In addition to the CSRC assessment, Class "B" Members are still responsible for the current annual assessment of \$150.00 for the upkeep and maintenance to the Common Areas.
 - 1.5 Both Class "A" and Class "B" Members assessments must be paid current for use/access of the CSRC facility.

Section 2 - Swimming Pool

- 2.1 The pool's regular hours of operation will be from 9:00 AM to 9:00 PM, Sunday through Saturday beginning the Saturday before Memorial Day through Labor Day. (Open and close date of the pool is subject to change. Notification will be posted at the pool if such occurrence should take place).
- 2.2 Adult swim time for lap swimming will be from 7:00 AM to 9:00 AM, any day the pool is open.
- 2.3 CSRC does not employ a Lifeguard or Pool Attendant to monitor the swimming pool area; however, the recreation center management is authorized to close the pool should, in his or her judgment, circumstances warrant. Any persons violating facility/swimming pool rules may be asked to leave the premises at any time.
- 2.4 The Swimming pool/clubhouse has a strict no alcohol policy. Disorderly and/or intoxicated members will be asked to leave the area. Also, no food or drink is allowed in the pool. Members should use extreme care in disposing of trash properly and in urging others to do the same. Nothing should ever be thrown into the pool.
- 2.5 Food is permitted at designated tables within the pool area. Members are expected to clean up after themselves, their family & guests.
- 2.6 All guests of members are required to wear a wristband. See Page 1 Paragraph 4.
- 2.7 Members must accompany their guests at all times and are responsible for their conduct. No rain checks will be allowed after the passes are submitted and the guest has entered.
- 2.8 Members may use up to 2 guest passes per day unless approved by Management.
- 2.9 Members that lease their home may forego their pool access and grant their tenant access IF and only IF they provide a written lease to Management AND the Tenants execute an Exhibit 1 agreeing to the rules/restrictions of the CSRC.
- 2.10 Per Indiana code children 14 years of age and younger must be accompanied at all times by an adult, guardian, or babysitter and supervised by said person while at the pool. This rule will be strictly enforced. If any doubt exists as to a child's age or ability to swim, the CSRC Management reserves the right to ask the child to leave and to be accompanied by a parent and or adult on future visits. This is monitored by the Clark County Health Department.
- 2.11 The wading pool is for the benefit of small children who must be accompanied by a parent or responsible person in the wading pool area. Children who are ill and likely to create a health hazard for others will not be permitted to swim in the pool. Swimmers not "toilet trained" must wear an approved swim diaper. Regular diapers, disposable or cloth, are not permitted in the pool. Please do not change diapers at poolside.
- 2.12 Members are fully responsible for the conduct of their children and guests while at the pool. Failure to follow rules will result in suspension from the use of all facilities.
- 2.13 In furtherance of the safety and welfare of all persons using the pool, the CSRC management (when present) is authorized to discipline the children of members. Disciplinary measures will range from a verbal warning to loss of pool privileges.
- 2.14 No Diving is allowed. Also no dunking, wrestling, running, towel-flipping, or other horse-play will be permitted and will result in disciplinary action being taken.
- 2.15 Hard or water soaked balls, towels, paper cups, Popsicle sticks, plastic straws, chewing gum, etc. are not permitted in the pool since they may endanger other swimmers and/or possibly cause damage to the filtration equipment.
- 2.16 Plastic inflatable objects are acceptable as long as it does not infringe upon the rights of others, or is deemed dangerous to other swimmers.
- 2.17 Bathroom facilities are available to members and their guests inside the CSRC on the lower level only.
- 2.18 The "upstairs" area of the recreation center is strictly prohibited while visiting or using the pool.

- 2.19 Wet bathing suits are never permitted upstairs or in the exercise facility or on the tennis and basketball courts under any circumstances.
- 2.20 Pets are strictly prohibited except for service dogs.
- 2.21 Swimming in blue jeans, or other non-bathing attire will not be permitted.
- 2.22 Loud music will not be permitted. Please use headphones, etc.
- 2.23 Pool deck furniture is not to be moved outside the fenced pool area or in wading pool.
- 2.24 Pool lounge chairs are available on a first come first serve basis. Reserving chairs for persons that are not on the pool premises is prohibited.
- 2.25 Willful defacing or destruction of property will not be tolerated and will be grounds for immediate suspension of pool privileges. Members will be liable for loss or damages caused by them or their guests.
- 2.26 CSRC is not responsible for lost articles, accidents or injury to members or guests using the facilities. All personal possessions are to be removed from the pool and dressing areas at the end of each day.
- 2.27 Use of the facility by entering the pool during times other than normal operating hours or special, announced hours, by any persons not entitled to use the facilities shall be considered trespassing and treated accordingly.
- 2.28 It is the right and duty of the members of CSRC to enforce all pool rules and report repeated or significant violations and/or unacceptable behavior to CSRC management.
- 2.29 All rules and regulations are subject to change at the discretion of CSRC Management.

Section 3 - Tennis Courts

- 3.1 The tennis court is available for members and their guests only. All guests of members are required to wear a wristband. See Page 1 Paragraph 4.
- 3.2 The tennis court will be available daily from 7:00 AM to 9:00 PM (or dark whichever occurs first).
- 3.3 Use of the tennis courts is restricted to tennis only.
- 3.4 Use of roller skates, roller blades, skateboards, or bicycles on the tennis courts is strictly prohibited. Anyone violating this rule will be held liable for any damages caused.
- 3.5 Pets are not permitted on the courts.
- 3.6 Tennis shoes and proper attire must be worn while on the courts. Shirts are required at all times.
- 3.7 No eating or smoking is permitted on the court.
- 3.8 Members are expected and required to clean up after themselves.
- 3.9 Members are fully responsible for the conduct of their children and guests.
- 3.10 No hanging on the nets will be allowed. Violation of this rule will be grounds for removal from the court.
- 3.11 No one is allowed in the fenced tennis court area except players.

Section 4 - Basketball Court

- 4.1 The basketball court is available for Rec Center members and their guests only. All guests of members are required to wear a wristband. See Page 1 Paragraph 4.
- 4.2 An adult should accompany children under the age of 12 at all times.
- 4.3 Please keep pets off of the basketball court.
- 4.4 Use of the basketball court is limited to basketball only.
- 4.5 Members are expected and required to clean up after themselves.
- 4.6 Members using the basketball court will be responsible for providing his or her own basketball.

Section 5 - Exercise Room

- 5.1 All members must have their member card to enter the facility.
- 5.2 No one under the age of 14 will be permitted in the exercise room at any time. Children from 14 to 16 years of age will need to have an adult present. For the safety of everyone, this will be rigidly enforced.
- 5.3 No food or drinks will be allowed in the exercise room, except bottled water.
- 5.4 Everyone using any of the equipment in the exercise room must have signed the appropriate release form on file with the CSRC management. For anyone 18 years of age, a parent must have signed the form.
- 5.5 The exercise room is not included in Private Party rentals at the CSRC facility at any time. All Class "B" members have full access to the exercise room at all hours of operation regardless of any event being held at the facility.

Section 6 - Recreation Center Rentals

- 6.1 Class "B" Members may rent the facility without a fee for private use one time per calendar quarter that is included in membership; however, there will be a holding/damage deposit of \$250.00. The damage deposit is due at time of reservation along with signed rental agreement and can be paid online or mailed to management. The member making the reservation must be present at all times.
- 6.2 Reservations may be made up to three months in advance, and no more than 1 reservation per calendar quarter (every three months) is permitted. Rental reservations will not be guaranteed if the Rental Agreement and damage deposit is not received by Management within 48 hours of verbal confirmation of date.
- 6.3 Non-Class "B" members may rent CSRC for a pre-determined fee in the amount of \$250.00 per day, and a \$250.00 damage deposit.
- 6.4 The clubhouse facility is to be returned to its original condition at the conclusion of the rental. In the event that the clubhouse is not in satisfactory condition you will be contacted by CSRC Management and given an opportunity to restore clubhouse to original condition.
- 6.5 There is a minimum charge of \$50.00 to spot clean the carpet if any food or beverage spots cannot be removed by normal cleaning.
- 6.6 No more than the following capacity of people may be present in the designated are of the clubhouse facility at any time.
 - Upper Level 85
 - Lower Level 45
 - Exercise 8
- 6.7 Parties with guests under 18 years of age must provide one adult chaperone over the age of 25 for each 10 minor children.

Section 7 - Consequences

Offenses to these Rules will be handled as follows:

1st Offense: All CSRC access will be denied for one week.

2nd Offense: All CSRC access will be denied for two weeks.

3rd Offense: All CSRC access will be denied until the following April 1st renewal date.