

ROSEWOOD HILL HOMEOWNERS ASSOCIATION, INC.
PROCEDURE FOR POOL PAVILION RESERVATIONS AND GATHERINGS

To provide all residents with the opportunity to enjoy the community pool, the Rosewood Hill Pool Pavilion may be reserved for small gatherings during normal pool operating hours, subject to the following conditions:

1. **Reservation Required.** The pool pavilion must be reserved in advance using the Association's Pool Pavilion Reservation Request Form on the website. Reservations are accepted on a first-come, first-served basis to comply with occupancy limits, and are not confirmed until the Owner receives written confirmation from the Association. The Association reserves the right to limit the number of pavilion reservations on any given day.
2. **No Private Pool Parties.** Reserving the pavilion does **not** constitute a private party or exclusive use of the pool, or surrounding amenities. The pool remains open to all Rosewood Hill residents and their accompanied guests during normal operating hours. A pavilion reservation provides use of the pavilion area and the two wooden picnic tables only and does not restrict access to any portion of the pool facilities by other residents.
3. **Pre-Event Meeting Required.** Prior to the start of the event, at the sole discretion of the Association, a representative of the Association will meet with the reserving Owner at the pool pavilion to review these requirements, answer any questions, and ensure a clear understanding of the Association's expectations for a safe, enjoyable, and trouble-free event.
4. **Owner Must Be Present.** The Rosewood Hill Owner who reserves the pavilion must remain at the pool facility for the entire duration of the event and is responsible for the conduct, safety, and compliance of all guests.
5. **Guest Responsibility.** All guests must be accompanied by the Rosewood Hill Owner at all times while using the pool facilities. Guests may not remain at the pool after the Owner leaves the premises.
6. **Decorations.** Decorations are permitted only if they are temporary and do not damage Association property. All decorations, including balloons, banners, table coverings, streamers, zip ties, tape, and any other materials used in decorating must be completely removed before leaving the facility. Decorations may not be attached to Association property in a manner that causes damage.
7. **Prohibited Items.** To protect the pool, equipment, and common areas, the following items are strictly prohibited:
 - Confetti • Glitter • Piñatas • Water balloons • Silly String • Powder colored chalk, or colored powders • Water beads (Orbeez or similar products) • Bubbles • Any similar item that creates debris, is difficult to remove, or may damage the pool, filtration system, or common areas. The Association reserves the right to prohibit any decoration, activity, or material that may create an excessive cleanup burden or interfere with the enjoyment of the facilities by others.
8. **Cleanup Responsibility.** The reserving Owner is responsible for leaving the pavilion, pool deck, and surrounding common areas in the same clean condition in which they were found. The Owner agrees to remove all trash, food containers, decorations, and other debris generated by the event. Failure to properly clean the area or remove decorations may result in the assessment of a cleaning fee, in addition to any costs incurred by the Association for cleanup or repairs.
9. **Pool Rules Remain in Effect.** All posted pool rules and Association policies remain in effect during pavilion reservations. The Owner is responsible for ensuring that all guests comply with these rules. Failure to do so may result in the immediate termination of the event, suspension of future reservation privileges, and/or other enforcement action authorized by the Association including the suspension of rights.
10. **Association Rights.** The Association reserves the right to deny, cancel, or terminate a pavilion reservation if these requirements are not followed, if the Owner is not in good standing with the Association, or if the event creates a safety concern or unreasonably interferes with the use and enjoyment of the pool facilities by other residents.
11. **Waiver Required.** The Association requires that the signed Rosewood Hill Amenities Use Waiver accompany all reservation requests.

ROSEWOOD HILL AMENITIES USE WAIVER

This Rosewood Hill Amenities Use Waiver (this "Waiver") is made by the undersigned ("Owner") and Rosewood Hill Homeowners Association, Inc. (the "Association").

In consideration of the right to use and enjoy the Association's Amenities ("Amenities") at no charge to the Owner, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Owner, the Owner agrees to the following terms and conditions:

1. OWNER SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF OWNER TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS GOVERNING OWNER'S (AND OWNER'S GUESTS, INVITEES, AND LICENSEES) USE OF THE AMENITIES
2. OWNER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, "DAMAGE"), SUSTAINED BY OWNER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO OWNER'S (OR OWNER'S GUESTS, INVITEES, OR LICENSEES) PRESENCE IN OR USE OF THE AMENITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, MANAGERS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS, (COLLECTIVELY, THE "RELEASED PARTIES") WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
3. ON BEHALF OF OWNER AND OWNER'S (AND OWNER'S GUESTS, INVITEES, AND LICENSEES), OWNER HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS FEES) OF ANY KIND (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO OWNER'S PRESENCE IN OR USE OF THE AMENITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
4. OWNER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF OWNER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO OWNER'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE AMENITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

Owner acknowledges that Owner has read and understands this Rosewood Hill Amenities Use Waiver, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Owner's use of the Amenities. Owner knowingly and voluntarily agrees to the terms and conditions stated above.

By: _____
Owner Signature

Date: _____

Printed Name