

BOARD RESOLUTION

adopting

**DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.
POOL RULES**

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

I, Wayne Bullock, President of Dancing Bear Property Owners' Association, Inc. (the "Association"), do hereby certify that at a meeting of the Association's Board of Directors (the "Board") duly called and held on the 8 day of August, 2023, with at least a quorum of the members of the Board being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved by a majority vote of the members of the Board:

1. Pursuant to Section 8.09 of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions Dancing Bear Subdivision" (the "Declaration") recorded in the Official Public Records of Real Property of Medina County, Texas under Clerk's File No. 163166, and all amendments and supplements thereto, the Association is vested with the authority and jurisdiction to adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.
2. The Board desires to adopt the Dancing Bear Property Owners' Association, Inc. Pool Rules (the "Pool Rules") (attached hereto as Exhibit "A" and "B") relating to the use of the Association's pool by residents and guests.
3. The Pool Rules supersede and replace any and all pool rules previously adopted by the Association, if any.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing Resolution adopting Dancing Bear Property Owners' Association, Inc. Pool Rules was approved as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the day of Aug 10th, 2023.

DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.

By: Wayne A Bullock
President

EXHIBIT A

**DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.
POOL RULES**

1. The pool and pool facilities in the Dancing Bear Subdivision will be open from the second Saturday of March through the third Sunday of October.

All persons using the pool and/or pool facilities do so at their own risk. **THERE IS NO LIFEGUARD ON DUTY.** There is always a risk of personal injury when using the pool and pool facilities. Please read and observe all warning signs located in the pool area. The Association is not responsible for accidents, injury, or loss. Each owner, occupant, tenant, guest, invitee, or other person that uses the pool and/or pool facilities shall be deemed to have released and indemnified and agreed to hold harmless the Board and the Association from and against any loss, claim, or liability of any kind or character whatever resulting from his or her use and/or their guests' use of the pool and pool facilities.

Each owner is solely responsible for such owner's own safety and for the safety, well-being and supervision of such owner's guests, and any person using the pool to whom the owner has a duty of due care, control, or custody.

Each owner is responsible for any loss or damage to his or her personal property and the personal property of other individuals using the pool, if such loss or damage is caused by the owner, guest or other person for whom the owner is responsible. The Association is not responsible or liable in any way for any damage or loss incurred while using the pool.

All owners and residents must execute a copy of the waiver attached hereto as Exhibit B prior to using the pool and pool facilities.

Pool hours are daily from 6:00 a.m. to 10:00 p.m. Pool Access Cards allow access to the pool during pool hours. The gate will be locked between 10:00 pm and 6:00 am. Pool access is not permitted during this time. A signed liability release of the Association is needed to activate the Pool Access Card.

4. In the event of lightning or thunderstorms, swimmers are to clear the pool during the storm for at least 30 minutes after the lightning and/or thunder has ceased.

5. All persons under fourteen (14) years of age must be accompanied by an adult with a current photo ID while in the pool and/or pool facilities.

6. The pool in Dancing Bear Ranch is for the use of Association Members (including minor children) and their guests only.

a. Guests must be accompanied by an Association Member in good standing at all times.

b. No more than four (4) guests per property owner are allowed and all guests must leave the pool area when the property owner leaves.

c. The pool is designed for recreational use only and no swim lessons shall be taught for profit.

7. The Association is not responsible for any articles lost or stolen.

8. The Board reserves the right to close the pool and pool facilities for maintenance, emergencies, or for any other reason, in its sole and absolute discretion. Notwithstanding anything in these Rules to the contrary, the Board shall have the right, without the obligation, in the event of an emergency, to take any such actions as are reasonably necessary to preserve the life, health and safety of owners, and other persons on or near the pool and to prevent damage or destruction of the pool.

9. The Board retains the right to suspend pool privileges for any owner, resident or guest should they cause an unsafe or unpleasant environment at the pool and/or pool facilities or for not following the Pool Rules.

10. Approved swim attire must be worn while swimming. No cutoffs, denim shorts, unlined shorts or nude swimming.

11. Children in diapers must wear approved swim diapers while in the pool.

12. For the safety and enjoyment of everyone using the pool and pool facilities and the preservation of the facilities, the following conduct/items are prohibited in the pool and pool facilities:

- Glass Alcohol - Food - Diving - Smoking (including vaping)

- Water Balloons - Running - Fighting/playfighting - Chewing Gum - Fence jumping

- Spitting or spouting water - Dunking - Throwing other swimmers

- Horseplay (running, playing, shoving, or throwing objects into the pool)

- Jumping into the pool from anything higher than the edge of the pool

- Riding-on equipment (skateboards/bicycles/scooters/hoverboards etc.) on the pool deck at any time

- Hard objects/toys (tennis balls, golf balls, baseballs, etc.)

- For the protection of each owner and guest, anyone with an infectious disease, sore, wound, or inflamed eyes, a cold, nasal or ear discharge, open sores, or bandages of any kind, cannot use the pool. OWNERS, RESIDENTS AND THEIR GUESTS SHALL NOT USE THE POOL IF THEY HAVE HAD DIARRHEA IN THE PREVIOUS TWO (2) WEEKS. IF A FECAL ACCIDENT OCCURS: All swimmers must exit the pool immediately, and the pool will be closed for a minimum of two (2) hours from the time the pool has been chemically treated. The pool will be cleaned, disinfected and tested, and proven to be free from contamination before the pool will be reopened. If an owner or resident or their invited guest(s) is found to be responsible for closure due to fecal matter, all costs to clean and reopen the pool may be assigned to that owner or resident. Incidents should be reported to the manager, immediately.

- Personal floating devices must be appropriate for a pool (river rafting type and floating coolers/devices are prohibited)

13. Noise levels should not disturb other guests. Headphones must be used while listening to music.

14. No animals, except trained service animals, are allowed in the pool or pool facilities.

15. No propping the pool door open or allowing a non-guest to use the pool.

16. Pool furniture must not be removed from the pool area nor placed in the pool.

17. Immediately report any unsafe/unpleasant situations or contact C.I.A. Services at (210) 490-0000.

18. CONDUCT OF MEMBERS AND GUESTS

The owner is solely responsible for the conduct of family, guests, and/ or the others who access the pool and/or pool facilities. The owner must be present in the pool area at ALL times during access of family, guests and/ or such other persons. Owner's strict observance and adherence by owner and owner's guests of ALL rules and regulations of the Association regarding use of and conduct on the pool and pool facilities is required.

Each owner shall comply with the provisions of these Rules, as same may be amended and/or supplemented from time to time. Additionally, each owner shall be responsible for compliance with these Rules by his/her occupants or tenants and his/her family members, invitees, tenants, subtenants, agents, employees, or contractors. If a rule requires, prohibits or permits conduct by an owner, each of those rules shall be deemed to apply to all persons for whom an owner is responsible including but not limited to guests.

19. CLEAN UP AND LIABILITY AFTER USE

Members agree to remove from the pool area ALL remnants of the visit including, but not limited to, trash, debris, and personal items. Member is responsible for bringing trash bags and/ or trash receptacles to the pool area. Member agrees to the clean-up, repair, and/or replacement of Association property or equipment required because of damage sustained incident to Member's, or Member's family, guest, tenants, or invitees, use of the premises.

20. FINES AND PENALTIES

Each Member, and their guests, tenants, and invitees, shall comply with these Pool Rules, as may be amended from time to time. Failure of a Member, or their guests, tenants, or invitees, to comply shall be ground for action, which may include without limitation, an action to recover sums due for damages, fines, injunctive relief, any other remedy provided for in the Declaration and other dedicatory instruments or at law, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board, the Board, in compliance with the Association's Fining Policy, may impose a fine upon a Member or owner for failure of a Member or owner or his/her family, guests, or invitees, to comply with any rule set forth herein.

Any individual who has committed an offense of these Pool Rules is subject to suspension of his/her right to use the pool and/or pool facilities, as determined by the Board in its sole and absolute discretion.

21. TRESPASSING

Any persons entering the pool, pool area or surrounding private property without the express permission from the Association is considered TRESPASSING. Violators will be prosecuted. Please note the pool, park, easement area, and adjacent property are under security surveillance.

CONTACT C.I.A. SERVICES WITH ANY SUGGESTIONS/CONCERNS AT: 210-490-0000 OR TOLL FREE AT 866-219-0563 866-219-0563 (PHONE), 830-535-4265 (FAX), OR CUSTOMERCARE@CIASERVICES.COM (EMAIL)

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

EXHIBIT B

**DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.
WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT**

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County Unofficial Copy

**DANCING BEAR PROPERTY OWNERS' ASSOCIATION, INC.
WAIVER OF LIABILITY, DISCLAIMER AND INDEMNITY AGREEMENT**

FIRST NAME: _____ LAST NAME: _____

STREET ADDRESS, CITY/STATE/ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

This Waiver of Liability, Disclaimer, and Indemnity Agreement (this "*Agreement*") is made by the above-named user ("*User*"), the undersigned Guardian (as applicable), and Dancing Bear Property Owners' Association, Inc. (the "*Association*").

In consideration of the right to use and enjoy the pool and pool facilities located at 582 PR 1709, Mico, Texas 78056 , and all other common areas and the facilities situated thereon ("*Association Facility*"), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by User, User agrees to the following terms and conditions:

1. USER ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. USER ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY. USER ALSO ACKNOWLEDGES THE RISK OF CONTRACTING THE VIRUS THAT CAUSES COVID-19 ASSOCIATED WITH USE OF THE ASSOCIATION FACILITY. USER HEREBY ACKNOWLEDGES THAT THE USER'S USE OF THE ASSOCIATION FACILITY IS DONE WITH FULL KNOWLEDGE AND DISCLOSURE OF THE RISKS AND DANGERS ASSOCIATED WITH SUCH USE. USER SHALL COMPLY (AND SHALL CAUSE ANY GUESTS, INVITEES, OR LICENSEES OF USER TO COMPLY) WITH THE ASSOCIATION'S RULES, REGULATIONS, GUIDELINES, POLICIES, AND RESTRICTIONS AND ANY LOCAL OR FEDERAL GUIDANCE OR RULES GOVERNING USER'S (AND USER'S GUESTS', INVITEES', AND LICENSEES') USE OF THE ASSOCIATION FACILITY.

2. USER HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "*DAMAGE*"), SUSTAINED BY USER OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO USER'S (OR USER'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*"). USER ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS AND THAT USER ASSUMES ALL RISKS FOR PERSONAL INJURY, LOSS, DAMAGE, OR DEATH, INCLUDING PERSONAL PROPERTY LOSS OR DAMAGE, AND USER FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE USER RELIED UPON ANY

REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY.

3. USER ACKNOWLEDGES THAT IT IS USER'S (AND USER'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE USING THE ASSOCIATION FACILITY. USER REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT USER AND ANY OF USER'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY HEALTHY AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITY AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITY. USER REPRESENTS AND WARRANTS TO THE INDEMNIFIED PARTIES THAT USER WILL NOT USE THE ASSOCIATION FACILITY FOR A PERIOD OF FOURTEEN (14) DAYS IF USER OR SOMEONE IN USER'S HOME IS SICK OR HAS BEEN EXPOSED TO SOMEONE WHO IS SICK.

4. USER SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY USER OR BY ANY GUESTS, INVITEES, OR LICENSEES OF USER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO USER'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

5. USER ACKNOWLEDGES AND UNDERSTANDS THAT LIFEGUARDS WILL NOT BE PROVIDED BY THE INDEMNIFIED PARTIES. USE OF THE POOL SHALL BE SWIM AT YOUR OWN RISK.

6. Miscellaneous. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement or the application thereof to any part or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law. This Agreement is binding on and will inure to the benefit of the Association and User and their respective successors and assigns. All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the state courts located in Medina County, Texas and I hereby consent to the exclusive jurisdiction of such courts.

[Signature page follows.]

User acknowledges that User has read and understands this Waiver of Liability, Disclaimer, and Indemnity Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing User's use of the Association Facility. User knowingly and voluntarily agrees to the terms and conditions stated above.

Medina County Unofficial Copy

Medina County Unofficial Copy

USER:
Signature: _____
Print Name: _____
Address: _____
Date: _____

IF THE USER IS 17 YEARS OF AGE OR YOUNGER, PRINT THE USER'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

THE UNDERSIGNED GUARDIAN ("GUARDIAN") IS A PARENT OR LEGAL GUARDIAN OF THE USER. AS A CONDITION OF THE USER'S USE OF THE ASSOCIATION FACILITY, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW INDEMNIFY, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE INDEMNIFIED PARTIES FROM, FOR AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY THE USER AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO USER'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITY (THE "GUARDIAN INDEMNIFIED CLAIMS"). THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE. FURTHERMORE, THE GUARDIAN SHALL NOT COMMENCE OR MAINTAIN ANY GUARDIAN INDEMNIFIED CLAIMS AGAINST ANY OF THE RELEASED PARTIES.

Medina County Unofficial Copy

Medina County Unofficial Copy

GUARDIAN:
Signature: _____
Print Name: _____
Address: _____
Date: _____

Medina County Unofficial Copy

Medina County Unofficial Copy

Medina County
Gina Champion
Medina County
Clerk

Medina County Unofficial Copy

Instrument Number: 2023006924

eRecording - Real Property

DECLARATION

Recorded On: August 10, 2023 02:58 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: \$62.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2023006924
Receipt Number: 20230810000023
Recorded Date/Time: August 10, 2023 02:58 PM
User: Jaylen P
Station: cccash2

Record and Return To:

CSC



STATE OF TEXAS
MEDINA COUNTY

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Medina County, Texas.

Gina Champion
Medina County Clerk
Medina County, TX