



**Kirkpatrick Management Company**  
 5702 Kirkpatrick Way Indianapolis, IN 46220  
 Office: 317.570.4358 / Toll Free: 800.899.6652  
 Website: www.eKirkpatrick.com

# LIMESTONE SPRINGS COA, INC. LIMESTONE SPRINGS HOA, INC.

## Pool Card Security Application Form

Please sign below stating:

1. You have read the Pool Rules.
2. You have read the Card Issuance Agreement, Liability Release & Assumption of Risk Form.
3. You have read the Pool Non-compliance Repercussions page.
4. You are aware that if card is lost/damaged there is a fee of \$50.00 for replacement.
5. If your card is deactivated for violation of pool non-compliance, there will be a \$25.00 reactivation fee.

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Phone#

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

On Behalf of the Limestone Springs Condos & Homeowners Association, Inc., Thank you.

Kirkpatrick Management Company, Inc.  
 5702 Kirkpatrick Way  
 Indianapolis, IN 46220

**\*PLEASE RETURN THIS PAGE ONLY\***



## POOL RULES

Pool Hours: 9:00 AM to 9:00 PM Daily (weather permitting)

**It is the responsibility of each resident to enforce and obey these rules.**

1. Please be considerate of other residents when inviting guests to use the pool. No more than four (4) guests per household should be at the pool. A resident of the community must accompany guests at all times. The pool cannot be reserved; all residents must have equal access to the pool during operating hours.
2. Children under the age of fourteen (14) are to be accompanied by a responsible adult, as required by the Indiana Health Department. This rule also exists for safety, to limit the HOA liability, and to ensure the pool is enjoyable for residents of all ages. Residents are encouraged to ask unaccompanied under aged children to leave.
3. No lifeguard will be on duty. Anyone using the pool does so at his or her own risk.
4. Pets are not allowed in the pool area, especially in the pool.
5. ALL residents need to enter with their key card at the front Clubhouse doors. NO access should be given to persons entering through the side gate.
6. No street clothes or disposable diapers allowed in the pool.
7. No running, pushing, or rowdy horseplay will be tolerated.
8. No playing on the ladders or float line.
9. No diving.
10. Baby pool is restricted to children six (6) years and younger.
11. Please be respectful of your fellow homeowners if you choose to smoke (i.e. not around children) and dispose of cigarettes properly.
12. NO ALCOHOLIC BEVERAGES. No glass allowed on pool deck. No food and drink allowed in deck area. Trash must be placed in proper receptacles.
13. When lightning is sighted, the pool area must be evacuated.
14. The Association is not responsible for lost or stolen articles, accidents or injuries.

**THANK YOU FOR YOUR COOPERATION AND ENJOY THE POOL!**

Limestone Springs Homeowners Association  
Board of Directors

Kirkpatrick Management Company, Inc.  
5702 Kirkpatrick Way  
Indianapolis, IN 46220  
317.570.4358

**Limestone Springs COA, Inc.  
Limestone Springs HOA, Inc.**

**Pool Card Issuance Agreement, Liability Release and Assumption of Risk  
SECURITY APPLICATION FORM INFORMATION**

For and in consideration of the use of the Swimming Pool and Facilities ("Pool") and the receipt of a card to the Pool, I agree to the following terms and conditions:

I enter into this agreement on behalf of myself, my family members and guest (collectively referred to as "we" or "us")

We agree that we may only use the Pool if: (a) we are current with our dues to the HOA/COA; (b) we are current with any and all other amounts which may be due to the HOA/COA from time to time; (c) we comply with all Pool rules and regulations that may be in effect from time to time; and (d) we are in good standing with the HOA/COA, as determined by the Board of Directors of the Associations ("Board/Developer"). A violation of those rules by any family member, guests, or myself may cause all of us to lose our privileges to use the Pool. This decision shall be determined by the Board in its sole discretion.

In the event that we misplace or damage our card to the Pool, we agree to pay a \$50 fee for a replacement. If we are delinquent to the HOA/COA for our dues, for any other amount due to association or we are declared not to be in good standing with the HOA/COA, we agree to pay \$25 to reactivate the card.

We understand that there will not be a lifeguard on duty at the Pool and that we assume all risk, both known and unanticipated risks, of using the Pool, and voluntarily choose to participate, in spite of the risks. Furthermore, we expressly agree to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to my property or someone else's property arising from our use of the Pool and other activities organized by the HOA and COA.

Each card is numbered and individually assigned to each household. This allows the Associations to hold each homeowner accountable so the community can enjoy the privilege of using the Pool.

We hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the HOA/COA and the Developer/Declarant of the subdivision, their respective Board of Directors, officers, members, employees, agents, volunteers and other participants (all collectively referred to as "parties being released"), on behalf of ourselves, our heirs, assigns, personal representatives and estates, from all and any claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees), whether foreseen or unforeseen.

## Pool Rules Non-compliance Repercussions

To ensure the safety and enjoyment of our pool, the Association has adopted the following repercussions for non-compliance with the published Pool Rules for Limestone Springs HOA and COA residents and guests.

With the **first** violation of any of the Pool Rules, a written letter will be sent to the key card owner warning of the violation and what the expected compliance should be in this instance.

With the **second** violation of any of the Pool Rules, a seven (7) day suspension of key card privileges (which include pool and clubhouse access) will be enacted with notification to what the expected compliance should be in this instance.

With the **third** violation of any of the Pool Rules, a thirty (30) day suspension of key card privileges (which include pool and clubhouse access) will be enacted with notification to what the expected compliance should be in this instance.

With the **fourth** violation of any of the Pool Rules, a one hundred eighty (180) day suspension of key card privileges (which include pool and clubhouse access) will be enacted with notification to what the expected compliance should be in this instance.

With the **fifth** violation of any of the Pool Rules, a permanent revocation of key card privileges (which include pool and clubhouse access) will be enacted with notification to what the expected compliance should be in this instance.