



**Pool Fob Permission Form**

Please complete this form, drop off at the HOA office or email to: [TSPfrontdesk@sbbmanagement.com](mailto:TSPfrontdesk@sbbmanagement.com).

There is a \$35 deposit for all Tenant pool cards made payable to Two Sunset Pointe via Check or Money Order.

Dear Sunset Pointe Homeowner:

Please complete the following information to issue your Tenant(s) pool fob(s).

I/We \_\_\_\_\_ (Two Sunset Pointe Homeowner(s) grant SBB Management Company, as agent for, Two Sunset Pointe HOA, permission to issue a pool access fob(s) and photo ID for our Tenants.

Tenant(s) Names: \_\_\_\_\_

Property Address: \_\_\_\_\_

Homeowner Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

I give Two Sunset Pointe HOA permission to contact me via email communication regarding my property address listed above.

Homeowner Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Tenant Pool Fob Request**

Please complete this form drop off at the HOA office, email to: [TSPfrontdesk@sbbmanagement.com](mailto:TSPfrontdesk@sbbmanagement.com).

There is a \$35 deposit for all Tenant pool cards made payable to Two Sunset Pointe via Check or Money Order.

Property Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Tenant Phone Number: \_\_\_\_\_

Tenant Email Address: \_\_\_\_\_

Children/Teens/Other Occupants & Ages: Name & Age:

Name & Age: \_\_\_\_\_

Name & Age: \_\_\_\_\_

Name & Age: \_\_\_\_\_

Name & Age: \_\_\_\_\_

Name & Age: \_\_\_\_\_

Name & Age: \_\_\_\_\_

I have received and read the Sunset Pointe HOA Pool Rules and agree to always abide by these rules. I understand that if I, my family members, or my guests violate any provision(s) of these rules, or assessments become delinquent at any time, my pool privileges could be revoked and/or fines imposed.

I give Two Sunset Pointe HOA permission to contact me via email communication regarding my property listed above.

Tenant Signature: \_\_\_\_\_ Pool Fob #: \_\_\_\_\_

Today's Date: \_\_\_\_\_



**Use Of Swimming Pools and Related Facilities**

**LIABILITY RELEASE FORM**

Name of All Users in Household (including children under the age of 18): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Two Sunset Pointe Address: \_\_\_\_\_

Tenant Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_

The above-listed User(s) is/are resident(s) of TWO SUNSET POINTE and desire to utilize the swimming pools and related facilities (the "Pool Facilities") of TWO SUNSET POINTE HOMEOWNERS ASSOCIATION, IN (the Association"). In connection with being permitted to use the Pool Facilities, the Users execute this Liability Release Form on behalf of themselves and their children or wards, guests, and invitees.

The User(s) agree to abide by all emergency orders issued by the State of Texas and all guidelines issued by the Texas Department of State Health Services and the Centers for Disease Control and Prevention in connection with the coronavirus and the COVID-19 pandemic. Specifically, the User(s) agree to perform the following precautions in connection with the Pool Facilities:

1. Users shall not utilize the Pool Facilities if the User is currently experiencing symptoms commonly associated with COVID-19 including cough, shortness of breath or difficulty breathing, muscle aches, headaches, chills, or fever.
2. Users shall wash or sanitize his/her hands frequently.
3. Users shall wipe down surfaces in the Pool Facilities both before and after use.
4. Users shall maintain at least six feet of distance from other users of the Pool Facilities who do not reside with the User.

Users acknowledge that the Pool Facilities at TWO SUNSET POINTE are not required to have lifeguards or other attendants.

Users and the undersigned (if different) also hereby acknowledge that the members of my/our household or other invited guests will abide by any and all posted or published rules, procedures, or signs associated with the use of the Association's recreational facilities, and that violations may result in suspension of privileges.

Tenant Name (Please Print): \_\_\_\_\_



Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Waiver and Release of Liability and Use Agreement**

I hereby acknowledge that I \_\_\_\_\_ (please print name) or my child(ren) (hereinafter referred to as "User") shall make use of the pool, amenity center, or other common area facilities ("Facilities") which are owned by Two Sunset Pointe, Inc. (the "Association"), and (if applicable) privileges, activities or services whatsoever being offered by Two Sunset Pointe ("Provider") **FREELY, VOLUNTARILY, AND AT YOUR OWN RISK.** Moreover, User hereby agrees and acknowledges to engage in any classes, contest, game, function, exercise, competition, or any other activity operated, organized, arranged or sponsored by Provider or Association, either on or off the Association's premises **AT OUR OWN RISK.**

User assumes all responsibilities, risks, liabilities and hazards incidental to the holding of function or activity at the Association's Facilities and irrespective of any acts or omissions by the Associate or its agents, including managing agent, whether negligent, intentional or otherwise, User releases and forever discharges the Association, its officers, directors, employees, agents, and members past, present and future, and agrees to defend, indemnify, and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for personal injury, death, property damage or any other liability damages, fines or penalties, including costs, attorneys' fee and settlements, resulting from any act performed by or omission by User, User's guests/invitees, arising out of or in connection with the use of Association's Facilities.

Association shall have the right and option to terminate this Agreement and require User, User's guests/invitees to leave the Association's Facilities immediately should the Association's agent determine, in his or her sole judgement, that the conduct of such person using the Association's Facilities endangers the health or safety of any person, constitutes a threat to any property or violates federal, state, or local laws or ordinances of the Association's rules and regulations. User hereby agrees to comply with federal, state, or local laws or ordinances governing User's use of the Association's Facilities and all rules promulgated by Association.

Tenant Signature \_\_\_\_\_

Date: \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Date: \_\_\_\_\_



**Assumptions of Risk and Release Agreement**

Acceptance of the access card for Two Sunset Pointe pool and amenity center indicates your acknowledgement that the facility will not have Lifeguards or other attendants at all times. You accept responsibility that any members of your household, family and other invited guests use the pool and other Association common areas at their own risk. By acceptance of this card, you understand and expressly acknowledge that you, on behalf of your household, family or invited guests, hold harmless and indemnify the Association and all their respective officers, directors, agents, contractors, employees, heirs, successors, assigns, volunteers and guests from all liability for any injury, loss or damage connected in any whatsoever to your use of the pool or other Association common areas that may result from the Association’s negligence, or design of the facility and/or equipment. All personal property brought to the pool or other Association common areas is brought at your sole risk as to its theft, damage or loss. You acknowledge that the members of your household, family or other invited guests will abide by any posted or published rules, procedures or signs associated with the use of the Association’s recreational and common facilities and violations may result in a suspension of privileges. You acknowledge that you may be held financially responsible for acts of mischief or vandalism by members of this household, family or other invited guests that result in damage to the Association’s equipment or facilities. If any provision of this Release is found to be invalid by a court of competent jurisdiction, the remaining portions and provisions of the “Release” shall remain effective and shall be construed as if the invalid portion or provision had not been contained herein.

**Two cards per household will be issued. Replacement cost of lost cards is \$35 each.**

Two Sunset Point Address: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature is required acknowledging risk statement and as proof of fobs received.)

Pool Card #: \_\_\_\_\_

Pool Card #: \_\_\_\_\_

You may contact the Administrative Assistant at [tspsfrontdesk@sbbmanagement.com](mailto:tspsfrontdesk@sbbmanagement.com) to pick up your fobs. Please complete and sign this form and bring with you.



## Pool Rules

Pools generally open the first weekend in May and close for the season the last weekend in September.

Hours of Operation: 3pm-9pm while schools are in session.

8am-9pm Saturday & Sunday, and when schools are not in session.

2300 Dawn Mist Drive: Closed every Monday 8am-12pm for cleaning.

2601 Leisure Lane: Closed every Tuesday 8am-12pm for cleaning.

2701 Bahia Rio Drive: Closed every Sunday 8am-12pm for cleaning.

3076 Seabrook Drive: Closed every Sunday 8am-12pm for cleaning.

1. **THERE ARE NO LIFEGUARDS ON DUTY. SWIM AT YOUR OWN RISK.**
2. The Association provides an access fob which is **REQUIRED** to enter the pool. Do not open the gates for anyone without an access fob.
3. **TRESPASSING IS NOT ALLOWED.** Violations will be enforced by the Little Elm Police Department.
4. Children under 13 must be accompanied by an adult age 18 or older.
5. Children 13-17 must also have a Photo ID, to enter the pool without an adult. Anyone under 13 is not permitted to bring guests, unless accompanied by an adult 18 years or older.
6. Teens 16-17 years of age are limited to 2 guests.
7. Use of profane language will result in being asked to leave the pool and/or suspension of pool privileges.
8. Animals are not allowed in the pool area, per Town of Little Elm Health Code.
9. Each household is allowed 4 guests. Residents must accompany guests when using the pool. Homeowners who wish to have more than 4 guests must obtain prior written approval from the Association to reserve the pool/amenity center.
10. Bikes, scooters, and/or roller blades are not permitted inside the pool area.
11. No running, rough-housing, or aggressive behavior. Vandalism will not be tolerated.
12. Proper swimwear is always required. **"Cut-Offs" are not allowed. Babies/toddlers must wear swim diapers.** Please use the restrooms for any changing of clothes or swimwear.
13. Musical devices are only permitted with headphones. No speakers allowed.
14. Except for small snack items such as fruit, crackers, juice boxes, **FOOD IS NOT PERMITTED INSIDE POOL AREA.** Food may only be eaten outside at the picnic table area.
15. No smoking or alcohol is permitted.
16. Pool furniture is not permitted in the pool at any time.
17. Glass is NOT allowed in or around the pool area.
18. Keep safety equipment in its place. **LIFE RINGS OR SHEPHERDS' CROOKS ARE NOT TOYS OR FLOATS.**

SBB Community Management Company Office – (469) 362-0580, After Hours – (972) 960-8500

Little Elm Police Department – (972) 975-0460 (non-emergency)

Please be courteous to your fellow pool-goers. Return all pool furniture to their original locations. Dispose of any trash after use so the area remains clean for other residents. Bring home all your items from the pool area after use. **Repeated violations of the Pool Rules may result in loss of amenity center privileges and/or a fine.**