

OCEAN CAY HOMEOWNERS ASSOCIATION
C/O The Continental Group, Inc.
6620 Southpoint Drive South, Jacksonville FL 32216
904-733-3334 FAX 904-733-3933
efordham@thecontinentalgroupinc.com

Pool Facilities Reservation Request Form
(Pool reservations do not grant exclusive use of the facilities)

NAME _____

ADDRESS _____

PHONE (H) _____ (C) _____

RESERVATION DATE _____

TIME FROM _____ TO _____ (4 hour max)

TYPE OF FUNCTION? _____

NUMBER OF GUESTS? _____

A DEPOSIT OF \$75.00 MUST ACCOMPANY THIS REQUEST FORM. MAKE CHECKS PAYABLE TO: OCEAN CAY HOA, INC.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ A COPY OF THE POOL RULES AND REGULATIONS AND WILL ABIDE BY THE SAME.

Signature of Home Owner

Date

.....
LIABILITY RELEASE (WAIVER AND INDEMNIFICATION) STATEMENT

To obtain permission to use the Ocean Cay HOA, Inc. (hereafter known as Ocean Cay) Pool and associated Common Areas (hereafter known as facilities), the undersigned does, for myself, my heirs and personal representatives, spouse, children, guests, servants, agents and invitees, waive and release Ocean Cay, its employees, agents, licensees or representatives from any claim of loss (including INJURY & DEATH) suffered by me and arising from my use of the facilities. In addition, I will indemnify and hold Ocean Cay harmless from and against any claim against Ocean Cay for loss suffered by Ocean Cay caused by any act or omission arising from my use of the facilities, and further agree to be financially responsible for any and all damages caused by myself, my heirs and personal representatives, spouse, children, guests, servants, agents and invitees and all parties using the faculties during my reservation period.

Signature of Home Owner

Date

Signature of Witness

Date

POOL RULES FOR OCEAN CAY

(updated 2010)

1. Use of the Pool Facility, including anywhere within the fence and its Play Ground Area, by Owners, Occupants, Residents, Invitees, Renters, or the like (hereafter collectively referred to as "Owner" or "Owners") and their Guests (limited to 4 guests only while using the Pool Facility) is strictly subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Cay (hereafter "CCR") and by all laws of the State and Municipality wherein we reside.
2. USE OF SAID POOL FACILITY CONSTITUTES ABSOLUTE AND UNCONDITIONAL ACCEPTANCE TO ALL APPLICABLE TERMS AND CONDITIONS CONTAINED THEREIN BY ALL OWNERS AND GUESTS and all State and Municipal laws.
3. Each Owner and Guest is responsible for his/her cleanup of what they may bring within the Pool Facility. Your individual conduct or that of your guests could cause the City Health Inspector to close the pool for any reason set by law or CCR and more specifically for the reasons set forth herein.
4. By entering upon, and inviting your Guests within, the Pool Facility, each Owner acknowledges that he/she has read the CCR and particularly has read Sections 11.3, 11.4, 14.1, 14.18, 16.17 and 16.18 of the CCR; have made their families aware of these provisions; and have likewise made each Guest aware of these provisions.
5. Use of the Pool Facility, whether the CCR or Laws by which we govern ourselves was read or not by said individual, constitutes absolute and unconditional acceptance to the terms and conditions contained therein by the Owner and each Guest. [It is your individual responsibility to read and understand the CCR and State and Municipal laws before using the Pool Facility. Remember, each Owner and/or Guest has a right to elect to not use the Pool Facility if they find the CCR's terms or conditions or Laws under which we govern ourselves to be objectionable.
6. All Ocean Cay Homeowner Association annual fees and/or fines must be paid in full prior to Owner and/or Owners using the Pool Facility. If you invite Guests to the Pool Facility or intend to use the Pool Facility you must carry insurance to cover any damage you may cause within the Pool Facility.
7. Pool Keys and Ocean Cay identification tags must be carried by Owner(s) while using the Pool Facility; this is how we as homeowners determine who is permitted to use the Pool Facility. Access to the Pool Facility will be denied without a Key and proper identification. Owner(s) assume the cost for replacement of lost tags and keys.
8. The CCR gives the duly appointed representatives of the Ocean Cay Homeowners Association and its management company the authority to enforce all rules and for maintaining an atmosphere suitable for all Owners to enjoy the Pool Facility. These rules are subject to interpretation of intention and conduct by the Board and as set forth in the CCR.
9. NO LIFEGUARD IS ON DUTY or provided to Owners or Guests. All Owners and Guests swim at their own risk. IN CASE OF AN EMERGENCY OF ANY NATURE, CALL 911 IMMEDIATELY.
10. An Owner, who is an Adult, or an Owner(s) dependent (the age of 16 years or older) must accompany all Minors/Children (under 16 years) and Guests while they are within the Pool Facility. Minors/Children shall be supervised at all times by said responsible party.
11. NO GLASS OR GLASS CONTAINERS for food or beverages ARE PERMITTED WITHIN THE POOL FACILITY AT ANYTIME. Broken glass will cause the Pool Facility to be closed and you will be charged for all related costs associated therewith.

12. SHOWER BEFORE ENTERING POOL. Suntan lotions/oils create costly problems in maintenance of the pool and cause damage directly to the pool filtration system. Please refrain from use of the products before entering the pool.

13. Absolutely, No animals allowed within the Pool Facility.

14. No running or horseplay is allowed.

15. No diving is allowed into the pool.

16. Swimsuits must be worn in the Pool Facility; cutoffs/street clothes are not permitted.

17. For the convenience of all swimmers, adult floatation devices are prohibited. Infant floatation devices, 24 inch or less outside diameter, upper arm floatation devices and Styrofoam noodles are permitted.

18. Infants and non-potty trained toddlers shall wear swim diapers and rubber pants at all times while in the pool. The swim diaper and rubber pants must be covered by a swimsuit. Otherwise, no diapers are allowed in the pool. In case of feces or other infestation in the pool, the contamination must be removed immediately, the pool evacuated and property management notified to lock the Pool Facility for health hazard cleaning.

19. At no time is food permitted in the pool or within 15 feet of the pool.

20. Grilling and open fires of any sort are strictly prohibited within the Pool Facility.

21. Drinks in appropriate non-glass containers are permitted on the pool deck and shall be maintained in areas that are located outside of a 15-foot perimeter from the pool. No drinks are permitted in the pool or within 15 feet of the pool.

22. For the convenience of all homeowners, please do not reserve chairs or tables. To insure the longevity of our community property, towels should be used on lounge chairs and chairs to avoid staining from lotions, oils, etc. An Owner or Guest shall not remove property owned by the Association from the Pool Facility without prior written consent from the Association.

23. for the convenience of all homeowners, no loud noise please. All personal radios etc. should be kept at a level to not constitute a nuisance to others using the Pool Facility. Proper behavior shall be adhered to at all times.

24. Bikes shall be parked in the places provided and they are not allowed on the pool deck or within the Pool Facility. Please use good judgment with infant strollers. No skateboarding, roller-blading, scooters or the like is permitted within the Pool Facility, nor shall they be brought within the Pool Facility.

25. In accordance with State Law, the Pool Facility is open at dawn and closes at dusk. Regardless of whether the chains locks are up or not, No Owners or Guests, other than duly appointed representatives of the Association, are permitted within the Pool Facility when closed. To not be a trespasser, you must have prior written permission from a member of the Board of Directors or be a Board member.

26. The Pool Facility must be closed from time to time to all Owners and Guests for cleaning and maintenance. Closure of the pool for cleaning and maintenance is left to our pool maintenance persons and for emergency purposes. If the Pool Facility gates are chain locked, no access by any Owner or person, other than duly appointed representatives of the Association, is allowed. If you are caught or seen within the Pool Facility you are a trespasser and you will be reported to the Police as such. To not be a

trespasser, you must have prior written permission from a member of the Board of Directors or be a Board member.

27. The bathrooms are to be locked at all times. Each Owners key to the Pool Facility opens the bathrooms.

28. Unruly or dangerous activities of any nature whatsoever within the Pool Facility will not be tolerated. Each Owner has the responsibility to report any such activities to the Association or the Jacksonville Beach Police Department.

29. Vandalism, trespassing, jumping fences (which is trespassing), suspicious behavior, or other such incidences of misconduct shall be reported to Jacksonville Beach Police Department, Community Response Team, at 270-1684 (non-emergency), and then to the property managers.

30. No loitering is allowed at anytime within the Pool Facility.

31. Any extraordinary expenses incurred by the Association related to clean up or repairs directly related to the use or misuse of the Pool Facility by an Owner or Guest will be billed to the Owner.

32. PRIVATE PARTIES.

a. Owners who wish to use the Pool Facility for private parties are required to schedule their parties with Ocean Cay's property manager and said Owner is responsible for assuring adherence to all rule and regulations.

b. The property manager shall maintain a calendar for such purposes and requires at least one-week prior scheduling and verification by execution of the pool Application (provided by the property managers to you). Only one private party shall occur at a time within the Pool Facility.

c. A private party would consist of five or more Guests by a residential household. The number of party Guests is limited to no more than twenty-five and the duration cannot exceed 4 hours.

d. No private parties are permitted on holidays or holiday weekends. Private parties shall terminate at dusk and the Pool Facility vacated. No exclusive use for private parties is permitted.

e. Owners, without exception, shall advise each party member of the CCR's and laws that are applicable to their entry onto the Pool Facility and use of the Pool Facility. They shall also advise them concerning all rules for use of the Pool Facility.

f. Prior to the commencement of the party, a fully refundable deposit must be paid to the Management Company. Each Owner is responsible for the cleaning of the Pool Facility after each private party. Any extraordinary expenses incurred by the Association related to clean up or repairs directly related to the use or misuse of the Pool Facility by an Owner or Guest will be billed to the Owner. This deposit may be refunded after a member of the property management company completes an inspection of the Pool Facility, unless additional cleaning or repairs have been accomplished and paid for by the Owner.

g. Although it is not made as a condition of use, the Association strongly encourages said Owner to engage the services of a qualified lifeguard for each pool party and to maintain an adequate policy of insurance to cover possible injury and damages.