

# POA Point Vista Homeowners Association

## **Property Access Agreement for pool installations**

(Property Access Agreement will not be confirmed until Deposit is received by Managing Agent)

Name of Homeowner: \_\_\_\_\_

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

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

Date (s): \_\_\_\_\_

Time Scheduled: \_\_\_\_\_

Purpose of Access: \_\_\_\_\_

Deposit Amount: \$2,500.00 - payable to and deposited into a bank account by POA Point Vista Homeowners Association, Inc. at the time of the submission of plans to the Architectural Control Committee

### TERMS AND CONDITIONS

1. The Common Properties, sidewalk or street as defined in Article 3 "Common Property" of the Declaration of Covenants, Condition and Restrictions for The POA Point Vista Homeowners Association, Inc. (hereinafter, the "HOA Property") must be left clean and in the condition found prior to the event.
2. Homeowner must immediately advise the Board of Directors or Management Company of any pre-existing damage or concerns prior to accessing the HOA Property, sidewalk or street.
3. All contractors, agents, and invitees of the Homeowner are required to comply with the provisions of this Property Access Agreement.
4. If there are any damages incurred by either the Homeowner, contractors or any other persons affiliated with your access to the HOA Property, sidewalk or street, any expenses incurred by the Association to bring a lot into compliance relating to the lot or construction activity shall be deducted from this deposit. This includes, but is not limited to, damage to general landscaping, grass, turf, sprinklers, shrubs, trees, and fence. If the amount is larger than the deposit, then the Homeowner shall be responsible for all additional charges and will be due and payable to The POA Point Vista Homeowners Association upon request.
5. For purposes of parking of vehicles or equipment, the HOA Property and sidewalk is strictly off limits to the all persons and entities, except as may be necessary for ingress and egress to and from the Homeowner's lot.
6. Install construction fence on both sides of the path crossing the HOA property.

7. No stopping, standing or parking vehicles or staging materials within the HOA property or sidewalk.
8. **Release of Liability:** In consideration for the opportunity to use the HOA Property, sidewalk or street, the undersigned Homeowner agrees to release The POA Point Vista Homeowners Association, Inc. from all responsibilities, risks, liabilities and hazards related to the use of the HOA Property, sidewalk, street and fully releases and forever discharges The POA Point Vista Homeowners Association, Inc., its officers, directors, employees and agents, past, present, and future, from and against all losses, expenses, claims, demands, causes of action of every kind and character for death, personal injury, property damage, or any other liability for damages associated with the limited use of the HOA Property, sidewalk or street.
9. **Indemnity and Reimbursement:** In further consideration for the opportunity to use the HOA Property, sidewalk, street the undersigned Homeowner agrees to indemnify and hold harmless The POA Point Vista Homeowners Association, Inc., its officers, directors, employees and agents, past, present, and future from and against all losses, expenses (including costs of investigation and defense and reasonable attorneys' fees and expenses), claims, demands, causes of action of every kind and character for death, personal injury, property damage, or any other liability for damages associated with the limited use of the HOA Property, sidewalk, street except in matters of gross negligence or willful misconduct. **THE INDEMNIFICATION PROVIDED IN THIS SECTION WILL BE APPLICABLE WHETHER OR NOT THE SOLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT LIABILITY IMPOSED VICARIOUSLY ON THE INDEMNIFIED PARTY IS ALLEGED OR PROVEN.**
10. Time limit of four weeks (4) max. starting from the time the hole is dug for pool.
11. The Property Access Agreement shall automatically expire upon the completion of the improvement or construction activity and the accounting of the Deposit
12. Full Deposit amount will be returned after completion of HOA property, sidewalk and street are returned to previous state.

I, \_\_\_\_\_ (Homeowner) agree and will abide by the above written terms of this Property Access Agreement.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Enter you name here to officially sign this electronic document.)

\_\_\_\_\_  
POA Point Vista Home Owners Association  
Managing Agent

\_\_\_\_\_  
Date

**Mail Deposit Check to:**  
**POA Point Vista HOA**  
**c/o Secure Association Management, LLC**  
**PO Box #51555**  
**Denton, TX 76206**