

**LEXINGTON HOMES ESTATES  
HOMEOWNERS' ASSOCIATION  
APPLICATION FOR RECREATIONAL AREA**

Name of Applicant: \_\_\_\_\_  
Address of Applicant: \_\_\_\_\_  
Telephone Home: \_\_\_\_\_  
Date and Time: \_\_\_\_\_  
Location: \_\_\_\_\_ Recreation/Pool Area \_\_\_\_\_ Lawn/Playground Area  
Type of Activity: \_\_\_\_\_  
Maximum Number of Guests: \_\_\_\_\_

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**TERMS AND CONDITIONS**

1. All applicants must be a Lexington Estate Homeowner and over twenty-one years old.
2. Rental must be for personal or family use. No business related functions.
3. A \$100 security deposit is required with this application payable to Lexington Home Estates Association, Inc.
4. The applicant accepts full responsibility for all their guests and the pool shall be used on a non-interfering bases.
5. Applicant shall obey all laws. There are no firearms, explosives or fireworks allowed. No glass containers.
6. Applicant shall not nail, staple, tack or deface the walls.
7. Applicant shall vacate the recreation area at the time specified and shall have leave the premises in the same condition as found. This shall include but is not limited to
  - A. Closing/ locking all doors and gates
  - B. All trash shall be removed from the premises.
  - C. All parking signs and regulations must be observed. No parking on grass or along street from rec. area to pumping station.
  - D. No excessive noise.
  - E. As per county ordinance the pool is open from sunrise to sunset.
8. The \$100.00 fee will be refundable if all conditions are met.
9. Applicant shall not allow unsupervised minors in the facility at any time and shall further prevent any unauthorized or improper use of the facilities. Parents must supervise parties for minors and must be present at all times.
10. Indemnification: To the fullest extent permitted by law, applicant shall indemnify and hold harmless the Association and its members, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the use of the subject Recreational Area hereunder. In addition, applicant shall be responsible for the acts and omissions of any of the foregoing, which shall result in any damage to the Association or Common Area property, or any liability to the Association. The applicant Owner shall be liable to the Association for it. Applicant agrees that the Association's agreement to permit use of the Recreation Area(s) shall be sufficient consideration to applicant for the indemnification under this Agreement.
11. Any violation of any of the provisions of the Declaration of Restrictions and Protective Covenants for Lexington Home Estates, the Articles of Incorporation, the Bylaws, or any Rule or Regulation, by any guest or invitee of the applicant shall also be deemed a violation by the applicant, and shall subject the applicant to the same liability as if such violation was that of the applicant.
12. All outside vendors must supply License and Insurance information listing Lexington Home Estates as additional insured. Must be received prior to function with application form.
13. This is not an exclusive use Agreement. Other residents and their guests cannot be denied use of the facility.

I have read and understand the conditions concerning this Application, and I agree to the stipulations herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Return to Security Guardhouse by Front Enterence