

Mustang Park Homeowner Guidance

The purpose of this document is to give guidance on HOA processes to homeowners who may have questions.

1. Items that do not require an ACC application are:
 - Installing AstroTurf in the yard.
 - Basketball Hoop on the driveway.
 - Garage Sale Sign (assuming the signs are removed after sale is over).
 - Planting Flowers in the Flower Beds.
 - Reworking the sprinkler system.
 - For Sale Sign in the yard.
2. For all other items, complete an ACC application available on Mustang Park HOA website. There is also a list of supplemental documents that will be required in Attachment 1.
3. The HOA can not mediate, between two homeowners, unless it is warranted.
4. Approved wooden fence color is:
 - a. Semi Transparent – Neutral Base
 - b. 101YB, 107-1Y34,109-30
 - c. Valspar exterior stain, Pinebark (Original)
5. Approved Wooden Garage Door Color is:
 - a. Ready Seal
 - b. Dark Walnut
 - c. #125
6. Fence requirements:
 - a. Lots of 80 Feet in width may construct an 8 ft high fence.
 - b. Lots of 60 Feet in width may only construct a 6 ft. high fence.
7. Here are Links that you may want to review:
 - Mustang Park HOA Website: <https://www.mustangparkhoa.com/homepage.aspx>
 - Your HOA Account Portal: https://frontsteps.cloud/CaliberWeb2_Legacy#!/
8. Contacts:
 - HOA Manager: propertymanagement@mustangparkhoa.com
 - Board of Directors: boardofdirectors@mustangparkhoa.com
9. Existing Agreements
 - Clubhouse Cleaning by Gold Medal
 - Clean restrooms and restock essentials.
 - Empty trash cans
 - Sweep floor in Amenity center and wipe down counters.
 - This is done three times a week
 - Landscaping by D&D Mowing
 - This is done once a week, less in winter time.
 - Pool Cleaning by Gold Medal – Service is conducted three times a week.
 - Pond Maintenance by Magnolia Fisheries
 - Chemicals are checked once a week.

- Fire Extinguishers are inspected on an Annual Basis to ensure reliability.
 - The location of the Fire Extinguisher is by the entry door to the Clubhouse.
 - This is done by a National Company who specializes in Fire Safety.
 - Playground Maintenance
 - Playgrounds are inspected every year by the same company.
 - This is done for safety, but also insurance purposes by the same company that has done it for the last several years.
 - Dog Waste Stations are maintained by Pet Waste, Inc.
 - Stations are cleaned on a weekly basis.
10. General Business practices for the HOA
- Any general work will require 3 bids
 - Any work that falls under the category of an existing agreement will require only 1 bid.
11. Clubhouse information
- Clubhouse Wifi
 - ID: MP_Clubhouse
 - Password: A11th3H0r\$3\$!
 - Clubhouse amenities can be reserved on Mustang Park HOA website.
 - You will need a signed reservation agreement, see Attachment 2.
 - Photos of various areas of the clubhouse (5 to 6) should be taken before and after the event, sent to the email of the Manager.
 - You will also need to clean the Clubhouse when done, see Attachment 3.
 - A waiver is required for the Pool, see Attachment 4.
 - A waiver is also required for the Gym, see Attachment 5.
12. When homeowners elect to partake in an Zumba class on the premises of the Clubhouse, they are required to complete a waiver that is included in Attachment 6.

Prepared By: Dale Smith Date: 7/22/21

Reviewed By: Narindra Sikka Date: 7/22/21

Attachment A
Mustang Park Homeowner Association
ACC Supplemental Documents

No.	Project	ACC App Needed	Final Plat with notations	Info on Materials to be used	Pictures of planned finished product	City Permit	Map of House	Info on installation	Notes
1	Solar Panels	X				X	X	X	Best to be done by installer
2	Flower Bed Change	X	X	X	X				
3	Tree Well	X	X	X	X				
4	House Painting	X		X	X	X			Color Samples included
5	Other painting projects	X	X	X	X		X	X	Info needed on what will be painted and how
6	Painting Fences	X		X	X				Stain Only (Clear of Neutral Tones only)
7	Change of Flowers								No Approval Needed
8	Shed in backyard	X	X	X	X			X	
9	Expanding Driveway	X	X	X		X			
10	Artificial Turf install	X		X		X			
11	Pergolla Install	X	X	X	X	X		X	Attachment of Pergola to House or Ground
12	Mailbox change								Not allowed by USPS
13	Mailbox Lock change								Can be done by homeowner
14	Roof replacement	X		X		X	X	X	Include contractor and hour of work
15	Fence Work	X	X	X		X		X	Include Plan for fence to ensure quality
16	Front door replacemtn	X		X	X	X		X	Include Spec Sheet for the Door
17	Rain Barrels	X	X				X		
18	Painting Fences	X		X	X				Stain Only (Clear of Neutral Tones only)
19	Cement Work	X	X	X		X			
20	Trees and Shrubs								No Approval Needed

Attachment 2

**Mustang Park Owners Association, Inc.
Facilities Use Agreement**

Owner: _____ Primary Phone: _____
Date and time of Event: _____ Number of Guest (Approx.): _____
Address: _____ Email Address: _____

I/we and/or my child(ren) (“I”/“my”) am a member(s) of Mustang Park Owners Association, Inc., which includes its officers, directors, agents, employees, manager and/or staff (collectively, the “Association”). I hereby ACKNOWLEDGE AND AGREE THAT, in consideration of the Association granting me access to the amenity center, pool, fitness center and other common amenities of the Association (the “Facilities”) for my voluntary personal use for physical, relaxation and other activities, I will be bound by the terms, conditions, and provisions of this Facilities Use Agreement (this “Agreement”). I agree that access to and use of the Facilities is AT MY OWN RISK and that the Association does not, by provision of the Facilities, assume any responsibility or liability to me, my family members, my guests, tenants, occupants, agents and invitees (collectively, “My Guests”).

Furthermore, I accept the current condition of the Facilities and the property on which the Facilities are located (the “Property”) as is and with all faults. I understand that the Association does not makes implied or express representations or warranties of any kind whatsoever regarding the Facilities and the Property, including, but not limited to, the safety or security of the Facilities and the Property, the compliance of the Facilities and the Property with any applicable law, or the fitness for any use by me or My Guests. I understand that no affirmation of the Association, by words or actions, shall constitute a warranty of any kind whatsoever. In addition, I understand that the Association shall not be liable to me or My Guests for any damage to person or property proximately caused by any of my acts, omissions or neglect, or the acts, omissions or neglect of My Guests; and I agree to indemnify and hold harmless the Association from all claims, demands, actions, suits, and liabilities, of any kind whatsoever, for any such damage. I understand that the Association shall in no event be liable for any damage to person or property proximately caused by any act, omission, or neglect of the Association. Furthermore, I understand that the use of the Facilities is a privilege that may be suspended for a length of time to be determined by the Association’s Board of Directors if: (1) any assessments, fines, fees or other amounts are unpaid to the Association; (2) my property or home is in violation of any of the governing documents; (3) me or My Guests violate any behavior, Pool, Fitness or Facility Rules or other rules, policies or provisions of the Association or other governing documents; and/or (4) I or members of our immediate family have asserted claims against and there is unresolved pending litigation against the Association.

Cleaning of Facilities: Return all Facilities to a condition better than or equal to the original condition.

- Make sure that the clubhouse is free of any visible debris.
- Remove all decorations including adhesives.
- Sweep all trash, mop and vacuum surfaces if visible soiling or dirt markings are noted/seen
- Wipe all tables and chairs clean and return them to the original locations.
- Wipe glass doors and windows of any fingerprints, if needed.
- Wipe countertops and refrigerator clean
- Make sure Bathrooms are clean of trash and visible soiling in sinks and commodes.
- Turn off all lights and lock all doors after the event.

Deposit/Rental Fees: All fees are due in full at the time of reservation. The security deposit paid will be applied to any additional charges assessed as a result of my failure to properly clean the Facilities, theft of any Association property or any damage to the Facilities. The amount of the security deposit will be determined by Association based on various factors, including the amount of event attendees at the event. If the deposit is insufficient to pay for any cleaning, theft or damage, I will be wholly and fully liable for payment of any additional amounts owed and agree to pay those amounts immediately upon request from the Association. Any amounts that remain unpaid will be charged to my account as a Special Member Assessment and could result in loss of amenity privileges following notice and opportunity to request a hearing. Subject to the remaining terms of this Agreement and the Association’s rules and regulations, the remainder of the security deposit will be returned only after the Facilities have been inspected by management. Upon completion of inspection, deposits will be submitted for refund the next business day after the rental is complete. Deposit refunds may take 14-21 business days to process.

I HEREBY ACKNOWLEDGE, AGREE AND VOLUNTARILY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Association, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, medical/rescue personnel, and management company (individually and collectively the “Releasees”) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT MEDICAL ASSISTANCE OR RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, experts’ fees, reasonable attorneys’ fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

ACKNOWLEDGMENT AND AGREEMENT:

I have read and understand this Agreement. I have read the rules applicable to the Facilities as found in the Association’s governing documents and agree to abide by those rules and all other rules and policies of the Association. I acknowledge that the rules applicable to the Facilities and other rules and policies of the Association may be changed from time to time. The current rules and all governing documents for the Association are available upon request to the Association.

Signature of Member

Please Print Name

Before Event	After Event	Item
		Make sure that the clubhouse is free of any visible debris.
		Remove all decorations including adhesives.
		Remove all trash and take off site for disposal
		Sweep all trash, mop and vacuum surfaces if visible soiling or dirt markings are noted/seen
		Wipe all tables and chairs clean and return them to the original location
		Wipe glass doors and windows of any fingerprints, if needed
		Wipe countertops and refrigerator clean
		Make sure bathrooms are clean of trash and any soiling in sinks and commodes.
		Turn off all lights and lock all doors after the event
		Notify HOA Management of any repairs that may be needed

Attachment 4

COVID-19: Pool and Related Facilities¹

RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK

Due to COVID-19 Concerns and Various Directives from Municipal and State Authorities, Use of the Pool and Related Facilities Will Only be Allowed After You Sign this Release. Please send your signed Release via electronic mail to: chelsea@legacysouthwestpm.com

I (name), my family and my guests (collectively and singularly, “I”) understand COVID-19 is an easily transmittable and contagious virus and there are no known measures to insulate myself from infection. I also understand that any insurance maintained by the owner and operator of the pool and related facilities will likely not provide coverage for bodily injury, including permanent disability, paralysis and death, resulting from infection by the COVID-19 virus. By entering and using the pool and related facilities I am knowingly and voluntarily subjecting myself to possible exposure to the COVID-19 virus and the consequences thereof. I will undertake all reasonable measures to protect myself and others who use the pool and related facilities from exposure or infection. I fully understand that the use of the pool and related facilities **may** involve risks of serious bodily injury, including permanent disability, paralysis and death, caused by contraction of the COVID-19 virus due to my own actions, or inactions, and the actions or inactions of third-parties including others using the pool and related facilities and Mustang Park Owners Association, Inc. (collectively, the “Risks”). I fully understand, accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of such Risks.

In consideration of being allowed to use the pool and related facilities, I hereby release, forever discharge, and covenant not to sue **Mustang Park Owners Association, Inc.**, its respective directors, officers, agents, employees, contractors, and Legacy Southwest Management, LLC (collectively, the “Releasees”) from all liability, claims, demands, losses, or damages suffered by me on my account of, or alleged to be caused, in whole or in part, by the negligence or gross negligence of the Releasees or otherwise, resulting in my exposure to or infection by the COVID-19 virus. I further warrant, covenant and agree that the release, waiver and assumption of the risk contained herein shall be binding on anyone who makes a claim against any of the Releasees on my behalf or resulting from injuries which I may incur or suffer. **I further agree to INDEMNIFY AND HOLD THE RELEASEES HARMLESS from any claim asserted by or on behalf of my family members or any of my guests based on facts or circumstances encompassed by the Risks.**

In further consideration of being allowed to use the pool and related facilities, I hereby affirm that (i) I do not have a cough, fever, shortness of breath, and (ii) neither I nor anyone in my household has been sick in the past 2 weeks or exposed to someone who has been sick in the past 2 weeks.

My family members and I, including our guests, agree to practice preventative actions issued by the CDC to prevent the spread of COVID-19 including, but not limited to, maintaining physical distance of at least 6 feet between persons, and wearing a mask (when not in the pool).

I have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK**, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. Any violation of the Association’s guidelines is subject to immediate removal and suspension of privileges.

Signature: _____ Date:

First Name: Last Name:

Address:

Email: Phone #

¹ Includes all Common Areas, as defined in the Declaration, including, but not limited to the pool area, fitness center, and playgrounds.

Attachment 5

Mustang Park Residential Community, Inc.

Waiver and Release of Liability - Gym

In consideration of my use of the exercise equipment and facilities (“Gym”) provided by Mustang Park Residential Community, Inc. (“HOA”), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the HOA and its officers, directors, employees, insurers, and agents, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the Gym premises, or as a result of the use of the Gym, regardless of whether such injuries result, in whole or in part, from the negligence of the HOA.

By the voluntary execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the HOA, its officers, directors, employees, insurers, and agents, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of the Gym.

I expressly agree to indemnify and hold the HOA harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well-being of my guest and myself. I understand and accept that the HOA does not provide supervision, instruction, or assistance for the use of the Gym.

I agree to comply with all rules imposed by the HOA regarding the use of the Gym and further agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I understand and agree that the HOA is not responsible for personal property that is lost, stolen, or damaged while in, on, or about the Gym premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS CONTENT.

By my signature I/We indicate that I/We have read and understand this Waiver and Release of Liability. I am aware that this is a waiver and a release of liability and I/We voluntarily agree to its terms.

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

**RELEASE AND WAIVER OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in exercise class, including Zumba, (“Activity”) including all related activities.

I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS, WHETHER KNOWN OR UNKNOWN, OF BODILY DISCOMFORT OR INJURY (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees (as defined below); (c) there may be other risks, or losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred or sustained as a result of my participation, or that of a minor participant, in the Activity; and (d) I fully understand that no medical/health insurance will be provided by Mustang Park Owners Association, Inc. (the “Association”). In the event of a medical/health problem, the Association accepts no responsibility for any medical expenses or other costs associated with a medical/health problem nor will the Association pay for any medical/health expenses which may be incurred by the participant.
3. ACKNOWLEDGE there are inherent risks associated with exercising and I knowingly and freely assume all such risks, both known and unknown, including those that may arise out of the negligence of other participants.
4. EXPRESSLY ACKNOWLEDGE AND ASSUME that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: (a) falls which can result in serious injury or death; (b) injury or death due to negligence on the part of myself, my training partner, or other people around me; (c) injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in the Activity.
5. ACKNOWLEDGE that the Association does not sponsor, approve, endorse, or otherwise have any participation or involvement in the Activity.
6. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Association, Legacy Southwest Property Management, LLC, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, medical/rescue personnel, sponsors, advertisers, owners and lessees of the premises on which the Activity is conducted (individually and collectively the “Releasees”) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT MEDICAL ASSISTANCE; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, reasonable attorneys’ fees, experts’ fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT SIGNATURE: _____ **DATE OF BIRTH:** _____

PARTICIPANT SIGNATURE: _____ **DATE:** _____

ADDRESS OF PARTICIPANT: _____ **PHONE NO:** _____