



[EXTERNAL & INTERNAL] LMSOA Restroom Policy, Waiver & Staff Checklist

LMSOA RESTROOM POLICY

Last Updated: October 29, 2024

AT-A-GLANCE (ONE-PAGER)

Background: Lake Medina Shores Owners Association (“LMSOA”) wants to maintain a welcoming and family-friendly atmosphere at our amenities, parks and facilities. To maintain these areas for the enjoyment of our members, the Board is implementing this policy. After over 10 years of deferred maintenance, LMSOA has updated the [Pool Restrooms](#). To maintain these newly repaired bathrooms, the Board is implementing this “Restroom Policy” effective Mar 12, 2024. LMSOA’s Bylaws, Deed Restrictions, and Articles of Incorporation give LMSOA’s Board the authority to implement policies governing LMSOA’s amenities.¹²³

Highlights:

- ✓ Members, tenants, and members accompanying authorized guests
- ✓ Bathrooms remain locked and members must sign-in for key
- ✓ Monitored by LMSOA
- ✓ Bathrooms accessible during office and pool hours
- ✗ Unauthorized guests, or similar
- ✗ Zero Tolerance for trespass, drugs, vandalism
- ✗ Unpaid members⁴

Restroom Information:

- **Location:** The Restrooms are located at LMSOA’s Main Facility at 7100 Whartons Dock Road, Bandera, TX 78003
- **Hours:** The Restrooms are open during normal office hours only. They are open seasonally during pool hours as well.

¹ [Section K Deed Restrictions, Paragraph 12](#)

² [Bylaws, Article 1 §3-6](#)

³ [Articles of Incorporation, Article 4](#)

⁴ [Sec. 209.006](#) - notice required



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Assumption of Risk:

By using any of LMSOA's facilities, Members and visitors are responsible for their own actions and for the actions of any individuals listed on the Sign-In Sheet and/or accompanying guests.

Access: LMSOA amenities are expressly dedicated to LMSOA property owners ("Members"), tenants, their non-paying guests and family members. LMSOA Property Owners ("Members") whose dues are current may use the LMSOA restrooms. Friends of Members may also be authorized guests as long as they are accompanied by the LMSOA member at all times. Members are responsible for their guests and family at all times.⁵

LMSOA may prohibit members from using amenities for delinquent dues if LMSOA meets the notice requirements of Sec. 209.006.⁶ Members currently on payment plans for delinquent dues who are adhering to the payment plan may use the amenities.

Residents of property outside LMSOA who are not accompanied by a LMSOA property owner as a qualified guest(s) are not permitted to use the bathroom. Campground patrons, tourists, or similar individuals do not qualify as authorized guests of LMSOA regardless of whether a LMSOA property owner accompanies them. Campground patrons, tourists, or similar individuals are expressly prohibited from using or accessing LMSOA restrooms and amenities. Members are responsible for their guests at all times.

Bathrooms Shall Remain Locked: Except during pool hours, restrooms shall remain locked at all times despite the Office being open.

Sign-In: Members, Tenants, and their authorized Guests must fill out and sign the Restroom Sign-In Sheet and Liability Form.

Identification: Office will check identification in the form of a state-issued ID card, passport, or driver's license. Identification must match LMSOA ownership records to prove membership. Once verified as a Member, Tenant, and/or authorized Guest, the Office will give the

⁵ [Sec. 209.006](#) - notice required

⁶ [Sec. 209.006. NOTICE REQUIRED BEFORE ENFORCEMENT ACTION.](#)



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individual(s) the appropriate restroom key. If membership cannot be verified, LMSOA will take down information and may refuse access to the restroom.

Loss of Key or Damage to Lock: Individuals accessing the restroom are responsible for proper use and care of the restroom key. Loss of a key or damaging a lock will result in a warning and a \$100 fine to rekey the door. If an individual loses the key or damages the lock a second time, they will be fined an additional \$100 and restroom privileges will be immediately revoked for up to a year.

While in Use, Entry Door to remain unlocked: After signing in and getting the key, when a member, tenant, and/or authorized guest, is using the bathroom the entry door may be closed but MUST remain unlocked at all times during use. Door shall be closed and locked once finished. Failure to leave the entry way door unlocked during bathroom use will result in a first warning. If an individual locks the entryway door a second time, they will be fined \$50. For a third offense, the member or guest will be fined \$100 and restroom privileges will be immediately revoked. The Project Manager and any Office Staff expressly authorized by the Project Manager shall collect the fine by credit card or cash at the time of the incident. If this is not possible, an invoice due upon receipt will be handed to or mailed to the offending party within 24 hours of the violation.

Personal Items: Members, Tenants, and Guests, are responsible for their own items.

Trash: Members, tenants, and guests are responsible for their trash. Littering will not be tolerated. Please be respectful of the cleanliness of the deck area, bathrooms, pool, and recreational areas. Waste containers are provided. Please notify the Staff if an area needs attention.

Food & Drink: The only food or drink patrons may bring in the restrooms is water. Chewing gum is prohibited. No breakable containers or glass allowed in the restroom area.

Zero Tolerance Policy for Drugs, Alcohol, or Smoking/Vaping: Smoking, including vapor cigarettes smoking, consumption of alcohol or possessing or using illegal drugs is expressly prohibited in the restrooms. Anyone engaged in these activities in the restrooms will be immediately escorted off the property and immediately banned from the restrooms for up to one calendar year.

Zero Tolerance for Vandalism: Anyone committing any act of vandalism in or around the restrooms will be reported to the police and permanently banned from using the restrooms. Acts of vandalism include but are not limited to: 1) intentionally clogging the toilets, showers



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or sink; 2) graffiti or writing anywhere; 3) intentional or grossly negligent damage to any part of the restrooms including doors, floors and plumbing.

Violation(s) and Termination of Access: For vandalism, use of drugs or alcohol or smoking/vaping in the restrooms, the offending individual will be immediately banned from use of the bathroom. Use of other LMSOA amenities may also be revoked at the discretion of the Staff for obvious use of drugs or alcohol on LMSOA property.

Liability Waived: Members, tenants, guests and visitors release LMSOA, its board members, and its employees (collectively, "LMSOA") from any liability for personal injury or property loss arising out of their use of the restrooms or other LMSOA amenities. They will indemnify, defend, and hold LMSOA harmless from and against any claim, demand, or damages (including attorneys' fees) alleged or asserted against LMSOA by any individual listed on the Sign-In Sheet and/or any guests for any reason. Members and guests intend this release and indemnity to be as broad and inclusive as permitted by the laws of the State of Texas; if any portion of it is held invalid, the balance will continue in full legal force and effect. In case of accident or illness, LMSOA may request an ambulance or other emergency treatment for them at their expense.

The publication of this notice means that you have been fully informed of your consent, waiver of liability, and release before entering the restroom(s) premises.

Filing and Documentation: Once implemented, LMSOA Office Staff shall maintain records of waivers, sign-in sheets, warnings, fines and bans. These should be filed in a specific location and also in the owner's individual files. We should save these records for 5 years to get a sense of usage and trends.

*****END*****



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LMSOA Restroom – Visitor Registration and Liability Form

Last Updated: Oct 29, 2024

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I/We the undersigned homeowners residing at _____, do hereby accept responsibility for access to the bathroom (the Bathroom”) in the Lake Medina Shores Owners Association (“LMSOA”) Subdivision in Bandera County, Texas. By acceptance of this access and in consideration of access and use of the Bathroom I/We hereby agree to the following:

Assumption of Risk: I/We, the undersigned, wish to use the LMSOA Bathroom, also referred to as “the Bathroom”; I recognize and understand that use of the bathroom involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the bathroom and injuries resulting from tripping or falling over obstacles in the bathroom area.

INDEMNIFY, and HOLD HARMLESS LMSOA, and its agents, directors, officers, employees, managers, and contractors from any and all liabilities, costs, claims, damages, and suits arising, in whole or in part, out of the actions of, or in the use of the Bathroom, by the undersigned, by any family member of the undersigned, any resident at the address shown above, any tenant(s) at the address shown above, or by any guest of any family member or resident;

RELEASE LMSOA, and its agents, directors, officers, employees, managers, and contractors, on behalf of ourselves, and any person or entity for whom the undersigned have legal authority to do so, from any claim arising in whole or in part out of the actions of any third party occurring on or within the premises of the Bathroom;

RELEASE LMSOA, AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, AND CONTRACTORS; ON BEHALF OF OURSELVES AND ANY OTHER PERSON OR ENTITY FOR WHOM THE UNDERSIGNED ARE LEGALLY AUTHORIZED TO GRANT A RELEASE, FROM ANY CAUSE OF ACTION ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE



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OF LMSOA, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE BATHROOM; AND

INDEMNIFY, AND HOLD HARMLESS LMSOA, INC., AND ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, MANAGERS, AND CONTRACTORS AGAINST ANY CLAIM BROUGHT BY ANY FAMILY MEMBER OF THE UNDERSIGNED, ANY RESIDENT OF THE ADDRESS SHOWN ABOVE, ANY TENANT(S) OF THE ADDRESS SHOWN ABOVE OR BY ANY GUEST OF ANY FAMILY MEMBER OR RESIDENT, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF LMSOA, OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND CONTRACTORS IN THE MAINTENANCE OR OPERATION OF THE BATHROOM.

TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE LMSOA BATHROOM, THEIR DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS "THE RELEASEES"), INCLUDING THE RIGHT TO SUE.

THE RELEASES AND INDEMNIFICATION PROVIDED FOR HEREIN, INCLUDE, BUT ARE NOT LIMITED TO, ANY LIABILITIES, COSTS, CLAIMS, DAMAGES, AND SUITS ARISING OUT OF FALLS, SLIPPING, ACCIDENTAL DROWNING OR ANY OTHER SUCH INCIDENTS RESULTING IN INJURIES OR DAMAGES TO OURSELVES OR TO ANY THIRD PARTY. THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, REPRESENTATIVES, ADMINISTRATORS AND ASSIGNS, IN THE EVENT OF MY DEATH.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, representatives, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES, INCLUDING THE RIGHT TO SUE.

Print Name: _____

Sign Name: _____

LMSOA Property Address: _____

Date: _____



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