

Note: Application Submittals MUST include BOTH Pages, Front & Back, on ONE SHEET of Paper.

KENSINGTON COURTS COMMUNITY ASSOCIATION, Inc. Waterfront Gate Key Card Request & Agreement

The Waterfront Gate control system is set up to permit Members to open the gate (for entry) by using a “proximity key card”, which contains a computer chip that the card reader (mounted on a gooseneck pedestal beside the driveway) can read when the card is placed within 2-3 inches of the front of the reader. The key card will open the gate any time **between 5AM and 10PM daily**. As with most public parks, and in response to security concerns expressed by many members, until public consensus indicates that it should be otherwise, our waterfront area will be treated as being closed to traffic outside of those hours. (‘Resident, Immediate Family Members- e.g. Spouse & driving age Children with parental approval) are included within the definition of ‘Member’ for purposes of Keycard Use authorization).

The key card is not required for exiting, as this system is designed to *automatically* open when a car approaches it from the inside. As a member approaches the gate to exit, they will need to stop at the stop sign located there in order to permit the gate to fully open before proceeding.

Members are not “charged” per se *for* a key card, because upon issuance the cards remain KCCA Property, but because these cards contain serial numbered computer chips they are not inexpensive to replace. Therefore, as is customary in similar residential scenarios, and as a cost containment and security measure, it is necessary that \$25 payment is required to obtain a key card. \$5 of this fee is to cover a portion of the cost of preparing & delivering that card to the member’s address, and the remaining \$20 is a refundable deposit, which will be held in a separate account and returned to any member upon return of that (undamaged) key at such time as they move out of the community, or waive their access capability.

Also, only one card will be issued per member household and issuance is contingent upon signing and returning this Waterfront Gate Key Card Request Form. Members may have guests with them in the waterfront area so long as those guests also respect our property, our rules, and the rights of others, but guests may not take a vehicle into the waterfront area, unless they are accompanied by a member, which means that key cards *may not be loaned to non-members*. It is expected that members will retain control of their cards at all times and will ensure that they are not improperly used.

Members are responsible to ensure that they, their household members, and guests, are familiar with (and comply with) all of our Published Rules for Use of our Common Grounds, and are accountable for any rule violations by household members or guests (or any person who uses their access card). Per our covenants, penalties (including fines and/or termination of access capability) can be imposed for violations, especially for dumping, littering, or causing any damage or a material safety risk to others.

It is the responsibility of all persons who enter our waterfront grounds to remove all trash / materials that they bring into those grounds. Trash receptacles are present for minor litter collection only, and disposal of any personal trash, debris, etc., into these litter receptacles or collection dumpsters (beyond minor litter) is *prohibited* & constitutes a violation of our “Dumping” Prohibition Rules. Personal Trash Collection is already provided by the Town at each home and our low level of dues does not provide budget for duplicate personal trash collection services for the community.

In the event that a card is destroyed or lost, it will be deactivated so that it no longer functions within our system, the deposit will be forfeited and an additional \$25 payment will be required in order to obtain a replacement. In the event that a member’s home is sold, their card should be returned to the Association (whereupon their deposit will be refunded or applied to outstanding Association balances owed), and the purchaser should be informed to contact the Association for issuance of their own card.

Once this attached form is filled out Members are advised to create a duplicate, two-sided copy, to retain for their records, and return the original to the Association.

Regards,

KCCA Board of Directors

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Kensington Courts Community Association, Inc.
P.O. Box 2241, Elkton, Maryland 21922

Waterfront Gate Key Card Request & Agreement

Member's Full Name(s) _____
(In order to sign this document, Member's Name must be on the recorded deed to their property & is asserting authority to sign on behalf of all owners)

Member's Property Address _____

Member's Mailing Address (If Different) _____

By signing this form Member understands and agrees to all of the following:

As a limited co-owner of the enclosed waterfront area property, Member understands and accepts that Members retain responsibility and liability for any damages or injuries to the property or persons of that Member (defined herein & hereafter to including Member's household members & guests), the same as if the damage and/or injury occurred within or upon the Member's own residential lot. Concurrently, Member recognizes that waterfront, wetland, and woodland recreational activities carry inherent elements of risk, accepts the full risk & responsibility for the safety of the persons and properties of that Member, and agrees to hold this Association harmless for any such injuries or damages which might occur. Member also agrees to ensure that all of Member's guests understand that they are similarly agreeing to accept full responsibility for their own safety and property by entering this waterfront area.

This includes understanding that the Main Entry Gate is an electronic device that is not normally under direct human control and requires responsible and attentive use by entering Members. The Association has installed safety features, designed to reduce the risk of vehicle impacts, and strives to ensure the proper function of the gate at all times, but cannot absolutely guarantee that people entering the system will not run afoul of it (particularly when that use is unsupervised, and especially as might occur as a result of reckless, irresponsible, or inattentive use by users).

Accordingly, it is necessary that, by entering this gated waterfront property, Members and all other parties agree to use the system attentively, to avoid being in the proximity of the gate when it is moving, that they are navigating this gated entry system at their own risk, and that they retain responsibility for any and all damage or injuries that might result from any adverse interactions with the gate system. At the same time, Members agree to be liable and responsible to the Association for any damages to the gate and or gate system that results from any collisions or improper interaction with that gate and/or system. Members also understand that the electronic equipment connected to the gate system is powered by electricity, that unauthorized tampering with gate systems or devices may result in injury or death, and that any unauthorized contact with this equipment is therefore prohibited. Accordingly, Member and all parties entering upon this property accept full responsibility for any consequences of unauthorized contact with gate system equipment, including impacts to their own persons or property, and for damages to that equipment or system that results.

Members also understand that entrance onto this property constitutes an agreement to abide by, and be subject to all associated covenants and rules, which can be viewed on our website @ www.kccaelkton.com or at the Homeowners' Association Depository at the Office of the Clerk of the Circuit Court of Cecil Count, Maryland, and that these rules provide (among other things & in particular) for consequential fines for littering, dumping, subjecting our property or landscape to unauthorized damage, or for creating increased & unnecessary risk to the safety of others. The speed limit within the waterfront area is limited to 5 mph and any speeding, spinning of tires, or other activity that may damage roads, is expressly prohibited.

Member understands that the \$25 payment (check or money order- no cash) submitted with this application includes a \$5 fee to cover the processing & delivery (to Member's mailing address) of Member's key card (which remains at all times Association property) and a \$20 deposit, refundable upon return of the undamaged key to the Association. Questions may at any time be directed to the Board of Directors of the Association: www.kccaelkton.com/directors.html.

Member Signature _____ Member Signature _____ Date _____

Email Contact: _____ Emergency Phone Contact: _____

Key Card ID # Assigned: _____ (Office Use Only)