

## **RULES AND REGULATIONS AND ENFORCEMENT**

All Association Rules and Regulations must be enforced uniformly. What is good for one homeowner, must be good for or against another. Failure of the Association to enforce a rule or to enforce it only against certain individuals but not others is prohibited.

As a resident of Mainland of Tamarac Lakes Section Seven, you are also a resident of The City of Tamarac, Florida, and subject to that City's Municipal Code. No action by the city, such as the issuing of a permit, implies permission by the City to violate any deed restriction. Where a local deed restriction coincides with a properly enacted provision of the Municipal Code, the City itself has the right to enforce that deed restriction.

### **GENERAL RULES AND REGULATIONS**

1. **Parking or storage of commercial or recreation vehicles, boats and boat trailers.**
  - A. Overnight parking or storage of trucks, taxis or commercial vehicles with obvious commercial purpose (signs, tools, supplies, etc.) is prohibited. Overnight parking of vehicles of any kind is prohibited upon the public right of way. Street parking is prohibited from 2 AM to 6 AM, by order of the City of Tamarac and the Broward County Sheriff. The parking or storage of automobiles except upon paved areas is prohibited. Vehicles parked on a homeowner's lawn are forbidden at any time to minimize potential damage and repair to the community sprinkler system.
  - B. Pick-up trucks and vans are restricted to one-half ton or less load capacity rating.
  - C. Day-time parking of contractors performing services are exempt between 6 AM and 9 PM.
  - D. Parking of boats and trailers upon any land is prohibited, unless such are completely garaged and/or hidden from view.
  - E. Temporary parking for overnight guests is available at the clubhouse area. This parking space may be used in

emergencies when the homeowner's regular parking area cannot be used or is insufficient, for example; during construction work on the homeowner's driveway, the temporary sojourn of guests, or some other contingency. This temporary period of time may not exceed fourteen (14) consecutive days for the same vehicle, in any three (3) month period. A temporary permit with the vehicle tag number may be obtained and shall be signed and dated by either the President, Vice President, Treasurer or Secretary of the Board of Directors and displayed upon the dashboard of the vehicle while it is parked at the clubhouse area. Two (2) additional extensions may be granted a week at a time by these officers at their discretion upon request. An entry into a record kept for this purpose shall be made for each request or extension. In no instance may one vehicle and an additional vehicle owned by the same household qualify for such parking occupancy. In the event that a scheduled function is being held at the clubhouse, such vehicles must be moved.

- F. In the event that a homeowner requires more parking space in order to abide by rule (A), the homeowner may construct additional paved driveway space in front of his home, following City of Tamarac Code Requirements. Approval and permit must first be obtained from the City of Tamarac (See City of Tamarac Code Chapter 24).
- G. **Penalty for Violations.** Vehicles which do not conform to the above parking rules will be subject to towing. The vehicle owner will be liable for all costs to the towing company, before the vehicle will be released. Costs will include removal, transportation and storage, etc. Any vehicle removed by the towing agency is subject to the guidelines set forth in the following Florida State Statutes:
  - 1. Florida Statute 715.07: Vehicle parked on private property; towing details concerning towing and recovery of such vehicles.
  - 2. Florida Statute 713.78 Liens for recovery, towing, or storing vehicles.
- H. The board must keep a record of the time and date of the posting of a notice on the vehicle in violation of the

rules. In addition, the make, model and license plate number of the vehicle and a statement of the Bylaws infraction will be noted in the record and must be included on the notice. The notice must state that the vehicle will be towed after a 24-hour period, starting from the time of the infraction.

In lieu of the above notice, an alternate to the 24-hour notification may be chosen, such as the number of 24 hour infractions before enforcement is initiated.

I. **Additional Penalties for Violations.** For violation of any rule or restriction in this section, the board can impose fines up to \$100 for each day a violation continues, not to exceed \$1000.

J. **Vehicle Repairs.** No major repair of vehicles is permitted. A major repair is any work on the vehicle motor, brakes, transmission and frame, etc.

Emergency repairs to enable the vehicle to be moved are excluded if the work is not major and does not require more than two (2) hours time.

## **2. Erection and Altering of Structures.**

No structure shall be placed, erected or altered on any lot, until construction plans and specifications and a plot plan, showing the location of the structure upon the lot, shall have been approved by the City of Tamarac, Broward County, Florida, and the Board of Directors or an Architectural Committee appointed by the Board.

The Board shall have final approval and give due consideration to the characteristics of the community of The Mainlands of Tamarac Lakes Seventh Section as a homeowners community and the ability of any proposed structure to harmonize with that concept (as originally conceived in the Declaration of Restrictions Section 8 D). The Board is permitted to employ aesthetic values, in arbitrarily making its determinations.

## **3. Building Repair and Improvements.**

Building Permits are required for structural repairs. It is advisable to contact the City of Tamarac Code Enforcement Office before making any repairs, to establish the need for a permit. Failure to do so may incur costly fines and in some cases complete removal or partial removal of such structure as directed by the City of Tamarac.

**4. Use of Homes (Classification R-1).**

No trade, business or profession, etc. or any other type of commercial activity shall be carried out upon any of the foregoing described lands.

All lots in the Mainlands Section Seven are restricted to the use of a single family, its household, servants and guests. A family means one (1) or more persons related by blood, marriage, or adoption and living as a single housekeeping unit in a dwelling. A number of persons not exceeding three (3) and not related by blood shall be deemed to constitute a family. No accessory buildings may be erected to furnish accommodations for an additional family. The above enforcements shall be in accordance with both Federal and Human Relations Law and the Code of the City of Tamarac, Section 24-1.

**5. Use of Lands.**

No fences and hedges shall be permitted anywhere within the subdivision, except as approved in writing by the Board. Such approval may be arbitrarily withheld, unless approved thereafter by vote, at a General Meeting.

Outdoor clothes drying activities are restricted to the rear yards, or in case of corner lots, to a portion of the lot which is more than 25 feet from the street right of way. All clothes poles shall be such that they may be removed by ~~a~~an individual in a minutes's time.

No gravel, black-topped or unpaved parking strips are permitted. Code Enforcement of the City of Tamarac must determine if a proposed alternate type is acceptable. A permit must be issued for the work to be done, if a permit is required by the City of Tamarac.

One (1) exterior radio, television dish or electronic antenna,

may be placed on the rear portion of the home, but shall not exceed 15 feet above the crown of the roof, as viewed from the street. (Alternatively the above must comply with any new Federal Statutes concerning such devices).

#### **6. Garbage, Refuse and Weeds.**

- A. The City of Tamarac contracts for the disposal of garbage, refuse and weeds, and the cost is financed through the ad valorem tax of the City.
- B. Each resident must have a receptacle for storage, which can be closed and must be covered and placed out of plain view from the front and/or sides of a corner home.
- C. The law regards unsanitary conditions on private property to constitute a nuisance, since they are health and fire hazards. These are:
  - 1. Dense growth of trees, vines, underbrush, weeds, saw palmettos wide growth, rubbish, undergrowth, trash, fallen fruit and dead trees, standing or fallen.
  - 2. Standing water.
  - 3. Grass at a height greater than six (6) inches.
  - 4. Swale maintenance is the responsibility of the owner of the property adjoining the swale.
  - 5. Unpaved areas of the public right-of-way abutting the private property, must be maintained by the owner, as he would his own property.
  - 6. An anti-littering ordinance is vigorously enforced by the City of Tamarac on public and private lands.
- D. The exterior of all homes must be kept in repair, painted periodically to present a clean and uniform surface, etc. to maintain the aesthetic qualities of the community. The color of all homes must be in keeping with the community decor (white or pastel colors). Driveways must also be maintained to be clean and free of discoloration and oil stains.

## **7. Utilization of Services.**

The owner of any lot agrees to utilize the services performed by Mainlands 7 Maintenance Corporation, Inc. and to pay the reasonable rates or charges, which may be charged for such services as established from time to time, or by changes in ordinance of the City of Tamarac.

These rates or charges comprise the reasonable cost of operation for a pro rata share of costs, including taxes for operation, maintenance and repair of the recreation and parking facilities located upon the following described lands: Parcel R of the Mainlands of Tamarac Lakes Seventh Section, according to the plat thereof, recorded in Plat Book 68, Page 4, Public Records of Broward County, Florida. The above reasonable costs to be payable in equal monthly installments by each lot owner to Mainlands 7 Maintenance Corporation, Inc.

## **8. Grass Cutting and Trimming.**

Grass cutting and trimming is provided as a part of the assessment package. It is understood by the homeowners that access over and through the land must be provided by homeowners. Adequate protection of plants, trees and borders must be provided by the homeowner, (i.e. concrete or ceramic edging). Cutters will not trim around unprotected areas or against fragile barriers.

## **9. Fertilization and Weed Control.**

Fertilization and weed control is provided with the above service (fertilization twice each year and weed control once each year). All other control services will be at an added charge and may be specially assessed if necessary.

## **10. Sprinkler Services.**

Routine sprinkler service is provided (i.e. inspection to insure water flow and the replacement of heads and nipples damaged during cutting of grass and trimming). All other system problems will be covered, but at added expense and become a part of the annual budget and if necessary, specially assessed as such.

Homeowners, under penalty of fine, may not at any time tamper with or increase the number of sprinkler heads or type of head. These actions increase water consumption and destroy the balance of water available in the system, usually diminishing flow in a neighbor's system and in the neighboring area.

Damage to the sprinkler system in any way caused by trees and/or their roots are the responsibility of the homeowner upon whose property such trees reside. Any repairs undertaken to correct any such damage will be assessed to the homeowner.

## **11. Complaints.**

Complaints concerning a service shall be made directly to the Director in charge of that service. No homeowner shall complain, instruct or follow a contracted worker performing his duties. Complaints shall be handled solely between the contractor and the Director in charge.

**Such important complaints MUST be written: verbal complaints telephoned or otherwise to a Board member will not be honored.** Written complaints should be placed in the suggestion box at the Clubhouse or by written request placed on the agenda of an upcoming General Meeting. **Any written complaint must be signed by the addressee or it shall be disregarded.**

Any other communication with a Board member will not be accepted before 9 AM or after 4 PM. and on weekends. Telephone calls from persons who refuse to identify themselves shall be regarded as nuisance calls and shall be summarily terminated. All Board members will return calls between 9 AM and 4 PM on non-holiday weekdays, Monday through Friday. **Life threatening emergencies** shall be the only exception.

## **12. Sale, Rental or Leasing.**

It is the duty and the responsibility of each homeowner, who plans to sell, lease or rent his or her home, to inform the board of his intent. The board in turn shall provide the owner with an updated package of information, informing the prospective person or persons that Mainlands 7 is a Mandatory Homeowners Association under the law. As a homeowner and

member of this association, the payment of assessments and monthly maintenance fees are mandatory. If these fees and assessments are not paid, under the law a lien may be placed against the homeowner's property. The rules and regulations amended and enforced by the Board of Directors as set forth under the jurisdiction of the Bylaws must be accepted and obeyed by every homeowner becoming a member in the Homeowners Association to avoid penalties and/or fines. (Reference, Florida Statutes Chapter 689.26.) As a part of the above rule, no sale, rental or leasing sign of any nature whatsoever shall be erected or displayed, without the written consent of the Board of Directors.

Florida law provides that each prospective homeowner must be presented a Disclosure Summary before executing the contract for the sale of a home. This Disclosure Summary provided by the Board must be supplied by the parcel owner (seller), to the prospective purchaser (buyer). The Disclosure Summary shall contain the following statements:

1. As a purchaser of the property in this community, you will be obligated to be a member of a Homeowners Association.
2. There are recorded restrictive covenants governing the use and occupancy of the properties in the community.
3. You shall be obligated to pay assessments to the Homeowners Association. These assessments may be subject to periodic change.
4. Your failure to pay these assessments could result in a lien on your property.
5. There is an obligation to pay land use fees for commonly used facilities (the Recreation Area) included in your assessment which will be your obligation as a member of the Homeowners Association.
6. The restrictive covenants cannot be amended without the approval of the association membership, of which you shall become a member and partake in its deliberations.



7. The statements contained in the disclosure are only summary in nature and as a prospective purchaser you should refer to the covenants and the association governing documents.

**NOTE:** New homeowners are required to pay a one hundred (100) dollar orientation fee to cover the cost of producing the documents as well as to defray other expenses.

### **13. Orientation Committee.**

An Orientation Committee will be appointed by the Board of Directors from the membership at large.

The Orientation Committee will meet the new homeowner or owners to provide a package of information concerning the Association and will provide the new owner or owners an opportunity to ask questions concerning the community, its documents and operations.

If desired by the prospective purchaser, the Orientation Meeting may be arranged prior to purchase.

The orientation package may include but is not restricted to the following:

1. Disclosure Summary (signature[s] required)
2. Recording Summary (signature[s] required)
3. Declarations of Restrictions
4. Bylaws

### **Section 14. Roof Cleaning and Painting Program.**

A homeowner whose roof is tiled, may elect to enter a program providing roof cleaning and painting. (This program does not include roof repair or tile replacement.) The program does have the advantage of lower rates, because the money is pooled

for a large number of homes and collected by the Association, according to a monthly assessment by each homeowner who voluntarily participates in the project.

Payments for this program are based on a (2) two-year cycle, beginning April 1 of an even-numbered year, and ending March 31 two years later. At the end of the (2) two-year cycle in October of that year, roofs are pressure-cleaned and painted white. Costs for this service may my adjusted at the end of each (2) two-year cycle, based on current contracted costs and may reflect an increase or decrease, as the case may be.

A homeowner with a tiled roof who chooses not to be on the program, must continue to maintain his/her roof in a clean condition according to standards maintained at Mainlands Section Seven. Such a homeowner who is participating in the program may request to be terminated by stating this request in writing to the Maintenance Board. If a homeowner removes him/herself from the program, that homeowner may request to be reinstated for the next cycle, but not sooner.

If the homeowner sells his home, that new homeowner is automatically reinstated to the roof cleaning program subject to the conditions above at the beginning of the next cycle.

A HOMEOWNER WHO IS REMOVED FROM THE ROOF CLEANING PROGRAM BECAUSE HE HAS ELECTED TO INSTALL A ROOF OTHER THAN TILED MUST INFORM THE MAINTENANCE BOARD OF THE NEW ROOF CONSTRUCTION SO THAT THE BOARD CAN UPDATE ITS RECORDS FOR ROOFS ELIGIBLE FOR TILE CLEANING.

**15. Animals.** (City of Tamarac Code strictly enforced)

A. No animals may roam at large. A wandering pet may be picked up by authorized City of Tamarac officials, and retained for five (5) days, by Animal Control at the owners cost. No pet may be fettered on a leash or cord on the exterior of a home.

B. Animals must be contained or restrained on a leash no

longer than eight (8) feet, when off the owners premises.

- C. All animal bites or other bodily damage to others must be reported by the owner, within twenty four (24) hours to the police department.
- D. Persons walking an animal are required to carry a scoop or similar visible devise to remove excrement left by the pet on any property and then place it in a proper receptacle on the owners property. Blind persons assisted by a seeing-eye-dog are exempt. Persons convicted of a violation of this ordinance can be fined up to \$500 or imprisoned for up to ninety (90) days or both, (see City of Tamarac Code).
- E. No more than two (2) of any animal species (for example: 2 dogs, 2 cats, etc.), may be a part of any single household. Families whose animals are in excess of these requirements prior to January 16, 1998, will be exempt until such time as their pets' numbers have decreased naturally by death. Such households have a responsibility to the community to maintain high sanitary standards within their homes regardless of the number of pets on hand.
- F. Persons walking an animal must not allow their pet to wander back in and through any property but must comply with the spirit of the "curbing law". A pet must be tethered near the street's edge and not permitted to roam freely over and throughout your a neighbor's property.
- G. Leashes which have an automatic recoil devise allowing a pet more leeway than the legal 8 feet are not permitted on any lot other than the owner's.
- H. **Pets of any kind are not permitted on the premises of the Recreation Area particularly in activities areas and most especially not within the fenced in area around the swimming pool.**

#### **16. Nuisances.**

No nuisances or any use or practice that is the source of unreasonable annoyance to others, or which interferes with the

peaceful possession and proper use of the property, is permitted. No firearms shall be discharged within any of the community property. Local City and County ordinances for noise abatement must be observed.

**17. Rules Regarding the Inspection and Photocopying of Association Records.**

The records available for inspection and copying are defined as those records designated by the Florida Statutes, Section 617.303(4), as same may be amended from time to time.

**A. Persons Entitled to Inspect or Copy.**

Any lot owner, or the lot owner's authorized representative (designated in writing), shall have any right to inspect or copy the records of the Association. No other person shall be permitted to inspect or copy the Association records.

**B. Inspection and Copying.**

1. A lot owner, or the lot owner's authorized representative, desiring to inspect or copy the Associations records shall submit a written request therefor to the President of the Association. In the absence of the President, the written request may be directed and delivered to any officer of the Association. The written request must specify the particular records the lot owner desire to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.
2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.
3. A lot owner, or a lot owner's authorized representative, shall not submit more than (1) one written request for inspection or copying of records per calendar month.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location within (25) twenty-five miles of the community as may be designated by the Association. No lot owner or authorized representative of a lot owner shall remove original records from the location where the original records are inspected. No marks or alterations shall be made on original records.
5. Records shall be made available for inspection on or before the (10<sup>th</sup>) tenth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame shall be extended upon written request from the lot owner or the lot owner's representative in the event the records are so voluminous, or in such condition, or are so old that obtaining the records within the time frame is not reasonable. The Association shall notify the lot owner or the lot owner's authorized representative, by telephone or in writing, that the records are available for inspection and the location of the records.
6. If, at or subsequent to inspection, a lot owner or a lot owner's authorized representative desires to have a copy of a record, the lot owner or the lot owner's authorized representative shall designate, in a separate writing, which record or portion thereof, for which a copy is desired, or in the alternative, shall designate such record, or portion thereof, by use of "clip" or "tab" upon the page(s) of the record. If, without inspection, a lot owner or a lot owner's authorized representative desires to have a copy of a ~~the~~ record, the written request for inspection or copying shall designate the specific record, or portion thereof, including page numbers, for which a copy is desired. Not more than (1) one copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within (5) working days

subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored, but not sooner than the date that the records would be available for inspection if no inspection is made. In the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

7. A lot owner or a lot owner's authorized representative desiring a copy of a record shall pay the reasonable expense of making the copy, which expense shall not be less than the actual cost of making copy, nor more than the highest amount permissible by law. Payment in advance for the cost of a copy shall be required. Records shall be available in the manner kept only.

C. Manner of Inspection.

1. No written request for inspection or copying shall be made solely to harass another lot owner or resident, or any Association officer, director or employee.
2. For purposes hereof, a lot owner and the lot owner's authorized representative shall be considered one person.
3. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the office/clubhouse. The Association, or the office of the location where the records are being inspected, shall assign one (1) staff person to assist in the inspection of the records, and all

requests for assistance and copies during the inspection shall be directed to that person.

D. Enforcement of Inspection and Copying Rules.

1. Any violation of these rules shall be cause for the Association to suspend the document inspection or copying until such time as the violator agrees, in writing, to comply herewith, in which even the inspection or copying shall resume on the next working day after receipt of the written agreement.
2. Requests for inspection and copying not complying with the foregoing rules shall not be honored, but the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying within (5) five working days after receipt of a non-complying request and shall indicate how the request fails to comply herewith.

# RECREATIONAL AREA RULES AND REGULATIONS

*The Recreational Parcel (Area) consists of the pool area, the clubhouse and the clubhouse grounds and facilities.*

*Our Declaration of Restrictions states that the Declarant (Behring Properties) had not only the right, but the obligation to operate the recreational facilities as owner of the Recreational Parcel. Part of the operation of the facilities is the promulgation and enforcement of regulations governing the permitted uses of the property. Our amended Bylaws are based upon this Declaration of Restrictions and have been registered with the Public Records of Broward County as of April 4, 1998 (BK28011PG0710-0727). In Article II, Section 11, our Bylaws provide the Association with the absolute right, as exercised exclusively by the Board of Directors, to monitor and regulate the use of the Recreational Parcel.*

## **1. Recreation Corporation's Function.**

Events scheduled by the Recreation Board are designed as a means to bring the community together, not solely to generate funds. Activities should be such that all ages as much as possible will be served with an interest. All funds generated must be used to promote further social functions and may be used for the purchase of items that will enhance the pleasure of the membership and the utility of the common grounds.

## **2. No Smoking**

Smoking is not permitted within the confines of the clubhouse. This includes restrooms and is meant to include all areas within the perimeter of the building walls.

Violators may lose clubhouse rights by ignoring this rule and may be subject to fines. Fines levied pursuant to this rule may be in an amount of up to (\$100.00) One Hundred Dollars per day of the continuing violation, to a maximum of (\$1,000.00) One Thousand Dollars as permitted by Florida law.

Smokers outside the clubhouse area proper are requested to dispose of butts in the proper receptacle provided.



### **3. Use of Common Area and Facilities.**

No person shall be permitted to run, play, shout, or behave in any manner dangerous or annoying to others in the clubhouse.

The Common Area and its Facilities are owned by the Corporation. All owners are requested to respect the rights of all co-owners and to adhere to and obey the Rules and Regulations of the community.

A property owner has no authority enforce the Rules and Regulations. Only authorized persons may carry out the enforcement procedures. The Vice President, however, or a member of the Board designated as the Code Enforcement Officer has such authority within the limits of the law.

The recreational area is the focal point of community activity. This is where cooperation and trust between residents is born. Animosity, hate and lack of respect for human rights can also develop and polarize and ruin community spirit, if handled improperly.

It is expected that all homeowners use tact and tolerance if a violation is witnessed, or when a violation occurs. A tactful reminder to the violator is more desirable, civil and neighborly rather than abusive or embarrassing language. If the violation is repeated it should be reported to the Code Enforcement Officer for proper action.

After using the facilities it is expected that each homeowner or guest will leave the area or equipment in the same or better condition as it was found, replacing lounge chairs from where they were taken, leaving trash and litter in the containers provided, cleaning picnic table surfaces and areas after use, etc., when finished with an activity. Janitorial and cleaning services are performed once a week by homeowner volunteers and paid contractors. Your cooperation will be appreciated by all.

#### 4. Pool Rules

These rules are formulated to ensure the safety, health and welfare of Section 7 residents and their guests. Adherence to these rules will also help to maintain efficient functioning of pool equipment. All residents and guests are required to observe and comply with the following:

- A. Pool hours are from 7:00 AM to 9:00 PM. The restrooms and the clubhouse doors will be accessible from 7:00 AM to 9:00 PM. A resident will require a special passkey to open clubhouse and restroom doors for outside access. A telephone will be available in the clubhouse for emergency use ONLY. An individual caught using this phone for personal reasons will risk a fine of \$100.00.
- B. The pool and the area surrounding it are restricted to the use of residents of Mainlands 7 and their guests. Identification bracelets for admission to the pool is required.
- C. All persons must shower before entering the pool to remove all body oils and skin lotions.
- D. Bathing suits must be worn **at all times** by persons of all ages.
- E. Persons unable to control bodily functions may not be permitted to use the pool. Such a person who is disabled may request a variance from the pool rules to accommodate a disability. The use of diapers or other devices for this purpose are not permitted in the pool.

***Grandparents, Parents and Homeowners who allow family members or other guests to use the pool shall be responsible for any damages or injuries sustained as a result of that use of the pool, the pool deck or other recreational facilities.***

- F. Children under ten (10) must be accompanied by an adult **at all times.**
- G. Rough play, running, jumping, shouting, and nuisances generally are not permitted anywhere in or around the pool. **Diving is strictly prohibited.**

- H. No glassware of any kind is permitted in or around the pool area. No food or drink is permitted on the pool deck.
- I. Persons riding bicycles to the pool must use the stands provided at each end of the pool area. No vehicle of any type is permitted on or near the paths.
- J. Persons with wet bathing suits are requested not to enter the clubhouse. (Emergency use of the phone is an exception). Access to restrooms is available from the side entrances. See (A) above.
- K. Large floats or large toys are not permitted in the pool. Small floatation devices and toys are permitted.
- L. Throwing any object in or out of the pool is prohibited.
- M. PETS ARE NOT PERMITTED IN THE POOL OR POOL AREA.

THE USE OF THE POOL IS AT ONE'S OWN RISK. THE ASSOCIATION (ITS AGENTS, EMPLOYEES, OFFICERS AND DIRECTORS) ARE NOT RESPONSIBLE FOR RISKS OR DANGERS WHICH ARE INHERENT IN THE USE OF THE POOL AND RELATED FACILITIES. NO LIFEGUARDS OR OTHER SAFETY PERSONNEL ARE PROVIDED.

THE ASSOCIATION RESERVES THE RIGHT TO REMOVE AND PROHIBIT ANYONE FOUND IN VIOLATION OF THESE RULES FROM USING THE POOL, THE POOL AREA OR ANY OTHER RECREATIONAL FACILITIES. OWNERS ARE SOLELY RESPONSIBLE FOR THE ACTIONS OF THEIR FAMILY MEMBERS AND GUESTS AND MAY BE FINED FOR REPEATED INFRACTIONS OF POOL RULES.

## **Maximum Capacity - 32 Persons**

### **THESE RULES WILL BE STRICTLY ENFORCED**

#### **Rules for the Use of the Recreation Areas: Clubhouse, Pool, and Shuffleboard Areas.**

When certain scheduled programs occur or are in progress, that group's presence must be respected and not interrupted in any manner (i.e., scheduled social affairs, meeting, etc.). No other activity or interruption shall occur. Some activities may occur simultaneously and harmoniously. (For example: card games and billiards). Others may not. (Board Meetings and billiards).

Certain clubhouse areas are locked and may only be accessed with the permission of a designated key holder. This is done to keep control of inventoried stored items, etc. for specific uses, and must be respected.

#### **Rules regarding Special Use of the Clubhouse.**

The clubhouse is available to homeowners upon application to the Maintenance Board under certain restrictions and costs. Please see attached Application Form.