## Townhomes of Lake Seminole Condominium Association Seminole, FL

# **RESIDENT HANDBOOK**

OCTOBER 2013

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## ARTICLE I – INTRODUCTION

## A. COMMON SCHEME

The benefits of living at a condominium community are many. They include a sharing of maintenance responsibilities and the expenses for quality recreation facilities. They promote a concept of community stability and security and provide an organization with central responsibility for efficient and quality operation of the property.

Along with these benefits however, there are also so me compromises which must be made and each individual unit owner gives up a certain degree of freedom which otherwise might be enjoyed in a separate single family home.

It is the Association and the P.O.A. which continually face the responsibility of maintaining the delicate balance between individual rights of unit owners and preserving the common scheme for the benefit of all owners.

#### **B. TOWNHOMES OF LAKE SEMINOLE**

Each purchase of a resident unit in the complex known as "Townhomes of Lake Seminole" becomes a member of two (2) maintenance – related associations. First is an association for the particular unit building wherein the unit is located and second is the Townhomes of Lake Seminole Property Owners Association (POA) which manages and maintains the recreation parcel driveway and parking areas to be used in common by all property owners both in the individual associations and the other residential properties in the complex

The Townhomes of Lake Seminole consists of six condominium associations and one master association:

Townhomes of Lake Seminole Condominium No. 1 Association Inc. (No. 1) Townhomes of Lake Seminole Condominium No. 2 Association Inc. (No. 2) Townhomes of Lake Seminole Condominium No. 3 Association Inc. (No. 3) Townhomes of Lake Seminole Condominium No. 4 Association Inc. (No. 4) Townhomes of Lake Seminole Condominium No. 5 Association Inc. (No. 5) Townhomes of Lake Seminole Condominium No. 6 Association Inc. (No. 6)

No. 1 Consists of Units 1-6, 37-76 and 89-110 No. 2 Consists of Units 77-88 and 195-212 No. 3 Consists of Units 7-36 No. 4 Consists of Units 135-164 No. 5 Consists of Units 165 - 194 No. 6 Consists of 111-134 Townhomes of Lake Seminole Property Owners Association, Inc. (POA)

When reviewing this Handbook, references to "POA" means the Townhomes of Lake Seminole Property Owners Association References to "Association" means the individual associations referenced above.

Please read and follow the rules and regulations in this handbook. A section on guidelines has now been included to assist each owner/renter with living in a condominium community.

## ARTICLE II – GUIDELINES

## A. RESPONSIBILITIES

- 1. Owners
  - a. Maintenance and insurance coverage of interior of units.
  - b. Maintenance of front door entry alcove and patios (exclusive of wood fences). Patio enclosures are the responsibility of the unit owners (this includes screens and gutters).
  - c. Repair of items that exclusively serve the unit.
  - d. Participation in the Association and the POA
    - i. Attendance at meeting
    - ii. Owners may speak on agenda items at board meetings
  - e. Volunteer to serve on governing boards and/or committees. Elections are held at the time of the Association annual meeting. Board vacancies are announced in advance and owners are encouraged to submit their names for consideration.
- 2. Association
  - a. Enforcement of Association rules and regulations
  - b. Insurance coverage paid for by the Association covers the outside building itself (different coverages in the event of flood)
  - c. Repair and maintenance of buildings
  - d. Management of the Association
  - e. Approval of rentals and transfer of ownership
- 3. POA (Property Owners Association
  - a. Maintenance of recreation facilities
  - b. Maintenance of roads and parking areas
  - c. Landscaping and maintenance of all grounds
  - d. Enforcement of use restrictions, rules and regulations
  - e. Water/Sewer
  - f. Trash Collection
  - g. Cable TV
  - h. Enforcement of documents
  - i. Insurance coverage (covers on the recreation area)

#### B. RENTAL OR TRANSFER OF OWNERSHIP APPROVAL

A unit owner desiring to make a bona fide lease of his unit or transfer of any interest therein shall give to the Association notice of such intention together with the name and address of the intended lease/proposed purchaser, such information concerning the intended lease/proposed purchaser as the Association may reasonably require and an executed copy of the proposed lease/purchase agreement which document shall provide that it is subject to approval by the Association.

Occupancy of new owner/tenant cannot take place until application has been approved by the Association. Any owner desiring to sell his unit must provide the prospective owner with a set of condominium documents. This is the unit owner's responsibility and not the Association or POA Board. Included in this set of documents are "Q & A" sheets prepared by the Association. These "Q & A" sheets are updated on at least an annual basis.

Applications for approval of sale/lease can be obtained from the Association President or Property Manager. Some Associations may have an application fee. Each Association will meet with the prospective tenant/purchaser and review the rules and regulations and answer any questions they might have. A unit owner desiring to sell/transfer his interest in the unit must allow a sufficient period of time to process the application/interview process as no new owner/tenant may move into the unit until approval has been given by the Association. Any change in the names and number of permanent residents in a unit must be reported to the Association.

Upon transfer of unit or lease of unit, the new occupant must be supplied with the resident handbook, mail box key and pool keys and tags. A new owner must forward a copy of the title policy or warranty deed to the POA management company so that accurate records may be maintained. At the time of the closing of sale of a unit, the previous owner must supply the new owner with payment coupon books for the Association and the POA.

Every owner that leases their unit gives up the right to use the Association and POA property and that right is transferred to the tenant. That is, if an owner leases their unit, they cannot also use the pool and tennis courts. Even though the owner transfers his right to use the property, if the tenant's conduct is not in keeping with the rules and regulations of the Association POA, the Association POA will look to the owner if the tenant is not in compliance with the rules and regulations of the complex.

#### C. WILDLIFE

One of the many benefits to living in Florida and, we believe, in the Townhomes of Lake Seminole is the many types of wildlife that make their home in and around our complex. There are state laws that prohibit the feeding of these animals. In addition, the feeding and molestation of alligators can be very dangerous.

While feeding the birds is quite tempting, situations in the past have been carried to extremes, resulting in damage to grass, buildings and foul odors affecting residents. Each resident is requested not to feed wildlife but instead to enjoy the beauty that these animals provide.

Because our complex sits on Lake Seminole, residents are advised to accompany young children along the lakeshore due to the presence of alligators.

#### **D. HURICANE PROTECTION**

The POA Board of Directors has approved specifications for the installation of hurricane shutters. Any owner desiring to install hurricane shutters must advise their Association and the POA before doing so. Such firms or individual shall contact the POA for permission to install hurricane shutters. The POA Board has also approved the use of a 3M window storm protection product.

Each condominium unit owner/renter who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by

- removing all furniture, plants and other objects from patios, and
- designating a responsible firm or individual satisfactory to the POA to care for his condominium unit should the unit suffer hurricane damage

In the event of a catastrophic storm that requires the evacuation of the property, owners are asked to contact the POA management company to report an address and phone number where they can be reached.

#### E. NEIGHBORHOOD CRIME WATCH

While a "crime watch" has not been formally organized, we can assist one another by being alert to activity that appears to be criminal in nature. Residents are encouraged to call the Sheriff's Office at 727-582-6200 if you notice strangers acting suspiciously or if someone is obviously trespassing. Such alertness is especially helpful during the day when many residents are not at home. Residents are also requested to notify the POA President, the property manager or community manager to relate the nature of the problem after the sheriff has been called.

For residents that may be absent for one night or longer, it is wise to ask a neighbor to check the unit daily to remove newspapers, handbills or other items left a the door that would give a clue that no one was at home.

#### F. SCREENED-IN PATIOS

The screening in of patios must be in conformance with POA standards. Please check with the POA President or property Manager to insure that construction of a screened-in patio is in compliance with these standards. Maintenance of these screened-in areas is the sole responsibility of the unit owner.

#### G. WATER SHUT-OFF

Residents who plan to be away from their units for an extended period of time are advised to turn off their main water value upon leaving the unit. These values are located at the front of the individual unit. Any water damage to buildings shall be the liability of an absent unit owner who left the water on.

#### H. PROPERTY MANAGER

The Property Manager is responsible for the enforcement of the rules and regulations in those areas under POA jurisdiction, primarily parking areas and recreational facilities. In addition, this person is responsible for club house use and rentals (Please refer to Clubhouse Rules and Rental procedure contained herein).

#### I. CLUBHOUSE USE

Residents are encouraged to use the clubhouse. If a meeting and/or function is not being held at the Clubhouse and access is desired, please contact your Association Representative as outlined on the attached sheet for the key. (*Please see the attachment for guidelines on the use of the clubhouse.*)

To reserve the clubhouse for a private social event (with only your invited guests), please contact the Property Manager at 877-869-9700. In keeping with the residential nature of our community, the clubhouse is not available for business activities. In addition, when scheduling a function at the clubhouse, <u>please be advised that this does not include the swimming pool and pool area.</u>

#### J. VIOLATION OF RULES AND REGULATIONS

If you observe violation of rules, please report such, in writing, to the POA President or Property Manager if the violation pertains to the recreational facilities. The Association Board and the POA Board cannot pursue enforcement procedures without documentation which includes verification of an owner/resident who is willing to acknowledge that they witnessed such a violation.

#### K. FACILITY KEYS AND POOL TAGS

Keys (pool and mailbox) and pool tags are to be provided initially by the seller of a unit or the lessor (in the case of rentals). A key for the clubhouse as outlined above is available from our Association designee. Please check the bulleting board for the name of designee. Replacement mail box locks and keys can be obtained from any local locksmith. It is the unit owner's responsibility to maintain the mail box lock.

. A record shall be kept as to who and how many times a person reports their keys missing. This shall be monitored by the POA.

#### L. REQUESTS FOR REPAIRS/MAINTENANCE

Requests for repairs/maintenance must be in writing and directed to either the Association President (or Property Manager) or POA President (or Property Manager), depending on the area needing attention. For instance, a malfunction if the sprinkler system or a pothole would be reported to the POA. A drain pipe dangling from a unit would be reported to the Association President (or designee) of that Association. Repair requests addressed to the POA can be dropped through the mail slot in the office door.

#### M. AFTER HOURS EMERGENCIES

Emergency numbers are listed on the bulletin board. Given that phone numbers and/or Association officers change from time to time, updated emergency numbers are posted on the right-hand side of the front bulletin board at the Clubhouse.

#### N. BULLETIN BOARDS

The POA has two bulletin boards located in front of the Clubhouse and in the mailroom. The right-hand side of the bulletin board in front of the Clubhouse is for Association and POA business, meeting notices, directories, emergency numbers, etc. The left-hand side of the bulletin board in front of the Clubhouse is for "for sale" and for rent" of units notices only. Notices are limited to  $3 \times 5$  cards and must be renewed every 30 days. The mailroom bulletin board is for personal notices, lost and found, etc. Notices are limited to  $3 \times 5$  cards, dated and must be renewed every 30 days. If a resident would like to have a notice poste, please drop a  $3 \times 5$  card containing the appropriate information in the mail slot of the maintenance office door.

#### O. PARKING

Apart from assigned parking spaces with unit numbers there are ample parking spaces for visitors including events at the Clubhouse. Please do not park vehicles on lawns (can damage sprinkler system and lawn) or along side of the road. Vehicles so parked will be towed immediately at the owner's expense, without a 24 hour notice warning. There are no restrictions on who may use un-numbered spaces.

#### P. MANAGEMENT COMPLAINTS

Complaints regarding management of the condominium units and grounds or regarding action of other owners shall be made to the POA. POA meetings are the second Tuesday of every month.

## ARTICLE III – RULES AND REGULATIONS

#### A. UNITS

1. No Obstruction on Walkways. The greens and walkways in front of the condominium units and the entrance ways to the condominium units shall not be obstructed permanently or used for any purpose other than ingress to or egress from the condominium units.

2. Exterior. The exterior of the condominium units and the terraces, storage areas and all other areas appurtenant to a condominium unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the POA, which consent may be withheld on purely aesthetic grounds within the sole discretion of the POA.

3. Articles on Doors/Windows. Without the consent of the POA, no article shall be hung from the doors or windows or placed upon the outside window sills of the condominium units, which consent may be withheld on purely aesthetic grounds within the sole discretion of the POA.

4. Good State of Repair. Each owner shall keep his condominium unit clean and in good state of repair. No owner of occupant shall sweep or throw or permit to be swept or thrown there from the door or windows thereof any dirt of other substance.

5. Shades, Awnings, Etc. No shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devises shall be used in or about the buildings except as shall have been approved by POA, which approval may be withheld on purely aesthetic grounds within the sole discretion of the POA.

6. Notices/Advertisements. No sign, notice or advertisement shall be inscribed or exposed on or at ay window or other part of the condominium units except as shall have been approved in writing by the POA, nor shall anything be projected out of any window in the condominium units without similar approval. One "For Sale" sign not to exceed 15: x 24" can be placed in one window in the condominium unit.

7. Toilets/Plumbing Facilities. Toilets and plumbing facilities in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in same. Any damage resulting from misuse of any toilet or other plumbing facilities shall be paid for by the owner in whose condominium unit it shall be been caused.

8. Radio/Television Aerial or Antenna. Subject to the requirements of the Telecommunications Act of 1996, no radio or television aerial or antenna shall be attached

to or hung from the exterior of the condominium units or the roof thereon. There is a master television system to which each unit is connected and no other television antennas shall be permitted. The cost of maintaining the master antenna system, which is declared to be a common element, shall be a common expense of the POA.

9. Agents of POA. The agents of the POA and any contractor or workman authorized by the POA may enter any condominium unit or terrace at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium. Bylaws of the POA or management agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

10. Repairs, Renovation by Individual Associations. All repairs, renovation and painting (color to be approved) or other maintenance required or permitted to be done by individual condominium Associations shall be accomplished, done or performed only by licensed and insured personnel or firms approved by the POA. Porter Paints (Bark Brown color) is to be used for brown trim on buildings and fences.

11. Inflammable Materials. No owner shall use or permit to be brought into the condominium units any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosive or articles deemed extra hazardous to life, limb or property.

12. Placement of Owner's Name on Property. No owner shall be allowed to put his name on any entry of the condominium units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the POA for such purpose.

13. Shrubs or Trees Added by Owner. Any owner desiring to add shrubs or trees to the common area around his unit must submit in writing the plans or sketches. If the POA in consultation with the Landscape Contractor determines that the planting is inappropriate, approval will be denied. Shrubs or trees planted by owner will be trimmed to conformity and maintained by the POA.

## B. GARBAGE

All garbage and refuse from condominium units shall be deposited with care at the curb of unit's carport – NOT ON THE GRASS – in CLOSED CONTAINERS or TIGHTLY CLOSED STURDY PLASTIC BAGS. If a closed container (trash can) is used, the unit number must be written clearly on both the lid and the trash can.

Garbage collection is scheduled for Tuesday and Friday mornings requiring that containers be placed in carports no earlier than 6:00 pm on Monday and Thursday so that no garbage or refuse shall be or become a nuisance to anyone

All refuse containers are to be removed from the curb of the carport area by the end of the collection day (either Tuesday or Friday).

An occupant of a two bedroom unit must store their trash can at the back of the unit. An occupant of a three bedroom unit may store their trash can in their patio area in front patio behind fenced area so long as closed containers are used.

#### C. COMMON AREAS

1. Personal Items in Common Areas or Driveways. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in areas specifically designated by the POA.

2. Damage to Buildings/Common Areas. Any damage to buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner who has himself or whose family or guest(s) have caused same.

#### D. PIERS

1. Boats are prohibited to load or unload passengers at the pier nor are any boats to be tied down at the pier or surrounding waterfront area. No one under age 12 years allowed on pier without an adult.

#### E. DISTURBANCES

No owner shall make or permit any noises that will disturb or annoy the occupants of any of the condominium units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners. If a disturbance occurs, contact the Pinellas County Sheriffs Department at 727-592-6200.

#### F. PETS

1. Pets in Common Areas. The POS may from time to time prescribe rules and regulations with respect to the maintenance of domestic household pets within the condominium and, in particular, with respect to the maintenance of household pets upon the common elements. By way of example, but not by way of limitation, the POA shall have the right to prescribe detailed rules and regulations with regard to the size of pets which may be maintained within the condominium units and with regard to the exclusion of pets from the common elements, or the manner in which pets may be brought upon the common elements.

2. Indemnification of POA. Each condominium unit owner who shall own or maintain a pet within the condominium property shall indemnify the POA and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property against animal attacks or bites or any other incidents in connection therewith of the character.

3. Nuisance Pet. No owner shall be permitted to keep a pet upon the

condominium property which shall become obnoxious or which shall create a nuisance to any other condominium unit owner.

4. Size/Number of Pets. Dogs, cats, and other domestic pets are allowed on the condominium property in accordance with these rules and regulations. The pet walking area is the area along the fence bordering the west side of the property. Each pet owner shall pick up their pet droppings. Up to two four-legged pets are allowed per unit. Guests of a unit owner/renter bringing pets into the complex shall also be subject to the same rules as if the pet owner resided in the complex. That is, they are subject to the weight restriction, number of pets and the picking up of pet droppings.

5. Leash Law. Pinellas County, Florida Ordinance §specifically states that all dogs and cats must be on a leash or tether and it is a violation of this ordinance for dogs and cats to be "at large". Therefore, all residents are required to have these pets on a leash not only within the complex grounds but anywhere in Pinellas County.

#### G. VEHICLES

1. Parking Requirements. No vehicle belonging to an owner or to a member of the family or to a guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's unit or limited common elements or other parking spaces. Vehicles must park between lines and bumpers may not overhand the sidewalk.

2. Traffic Regulations. The owners, their employees, servants, agents, visitors and licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.

3. Boats, Trailer, Trucks, Campers, Commercial Vehicles. No unit owner shall store or park or leave boats, trailers, trucks or campers or any commercial vehicle on the condominium property including pier. A truck is hereby defined as having two axles of gross vehicle weight of greater than 6,500 pounds and/or attached equipment indicative of commerce and any vehicle which displays commercial or business signage or is used for storage or transport of business or trade supplies or equipment. Storage containers are permitted for the purpose of moving in or out, but only for 72 hours maximum.

4. Inoperable Vehicles. No vehicle which cannot operate on its own power shall remain within the condominium property for more than 24 hours, and no repair of vehicles shall be made within the condominium property.

5. Assignment of Parking Spaces. Each unit owner is assigned one numbered parking space and all other unnumbered parking spaces are on a first-come, first-serve basis. Assignment of parking spaces may be made by the POA to unit owners in accordance with such rules and regulations and priorities as the POA shall adopt from time to time.

6. Towing of Vehicles. Vehicles with no tags or expired tags will not be allowed to park on the property. Vehicles with no tags or expired tags, disabled vehicles, commercial vehicles, boats, trailers, campers (as identified above) will be subject to

towing after appropriate 24 hours notice.

7. Noise. Except for emergency safety situations, blowing of vehicle horns is not permitted on the property.

#### H. GENERAL

1. Consent Revocable. Any consent or approval given under these rules and regulations by the POA shall be revocable at any time upon violation of the Rules and Regulations or failure to comply with the Rules or any provisions of the Townhomes of Lake Seminole Governing Documents.

2. Modification of Rules. These rules and regulations may be modified, added to or repealed at any time by the POA.

3. Children's Curfew. It shall be the duty of parents or guardians of any infant or child under the age of sixteen (16) years to keep such infants or children off the common area between the hours of 11:00 p.m. and 4:00 a.m. This shall not be construed to mean any such infants or children who re in the immediate custody of their parents or guardians and are accompanied by them.

#### I. SWIMMING POOL

1. Solely for Residents/Guests. The swimming pool and swimming pool area are solely for the use of the condominium residents and their invited guests. Those who swim in the pool and utilize the other recreation facilities do so at their own risk. The POA shall not be liable for any personal injury, loss of life or property damage in any way caused by or arising from the use of the recreation facilities (*See Attachment 1*).

2. Regulations Posted in Swimming Pool Area. The use of the swimming pool, pool area and recreational facilities, permitted hours, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the POA and posted in the swimming pool area.

#### J. FORMAL ENFORCEMENT PROCEDURES

When efforts to achieve voluntary compliance are unsuccessful and internal enforcement mechanisms do not succeed in stopping a violation, formal enforcement become the appropriate remedy. Formal enforcement may take one of three forms: (1) voluntary mediation with mediators provided by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") or through Citizen Dispute Settlement Centers (§44.201 F.S.); (2) mandatory nonbinding arbitration under procedures established by the Division (§718.1255 F.S.); or (3) by filing of formal legal proceedings in Circuit Court (§718.303(1) F.S.). Each owner and the association may pursue the use of one of these methods when a violation of the Act or the documents occurs in the condominium.

Citizen Dispute Settlement Centers are not readily available in all parts of Florida. The Clerk of the Circuit Court will be able to advise parties to a disagreement concerning the availability of a Dispute Center and the procedures to follow to engage in the voluntary mediation process.

Use of mandatory nonbinding arbitration is a relatively new method of formal enforcement, but the arbitration procedures must now be followed before many disputes can be presented to a court (§718.1255(4)(a) F.S.). Following arbitration, either party may take the dispute to Circuit Court, but if a suit is not filed in court within thirty (30) days of the decision by the arbitrator, the decision becomes final. The final decision of the arbitrator may be enforced in Circuit Court (§718.1255(4)(e) F.S.). The Circuit Court is also the forum for formal enforcement proceedings concerning disputes where arbitration is not applicable.

Mandatory nonbinding arbitration before an arbitrator from the Division is a dispute resolution forum available to governing boards and condominium unit owners under the variety of circumstances. Their jurisdiction to hear disputes extends to disagreements concerning the authority of the board, under any law or the condominium documents, to require any owner to take an actin or to refrain from any action involving an owner's unit. In disputes where arbitration jurisdiction applies, the parties are required to petition for mandatory nonbinding arbitration prior to instituting proceedings in court (§718.1255(4) F.S.). The final decision of the arbitrator is not binding on the parties if one of them wishes to pursue the matter further in the Circuit Court. Any party dissatisfied with the decision of the arbitrator may proceed into Circuit Court for a new trial on the merits of the dispute.

In mediation proceedings, each party is responsible for their own fees and costs. In arbitration proceedings, attorney fees and costs may be awarded in the discretion of the arbitrator. When efforts to resolve a dispute by mediation or arbitration are unsuccessful and it becomes necessary to resort to a formal court action or when arbitration proceedings are not available and formal court proceedings are necessary, the Condominium Act allows the prevailing or successful party to recover reasonable attorney's fees and costs incurred in the court proceedings.

Caution must be exercised by a party seeking relief in the court following an arbitration decision. If the party filing in court does not obtain a more favorable result, they become responsible not only for the other party's attorney's fees and court costs, but also the other party's original arbitration costs, including investigation costs and expenses for expert testimony.

#### K. TENNIS COURTS

The tennis court is for the use of owners/tenants and guests. Users must have with them their identification tag. Tennis court gate can be opened with the pool key. Upon leaving the court, users are to lock the gate and off lights, if applicable.

The tennis courts are for tennis only. Other activities are not allowed, specificallyl, but not limited to skate boarding, roller skating, bicycling and scooters. In addition, pets are not allowed on the tennis courts.

## ATTACHMENT I

## SWIMMING POOL RULES AND REGULATIONS

- 1. Swimming Pool Hours as posted at pool; 8 a.m. – 10 p.m.
- 2. Resident(s) & Guest(s): (UP TO 4)
- 3. Guest(s) must be accompanied by adult tenant or owner in order to swim.
- 4. Shower before entering pool
- 5. No food, drink, glass or animals in pool
- 6. No beverages allowed within four (4) feet of pool
- 7. Children under 14 must be accompanied by an adult at all times
- 8. Infants & toddlers NOT toilet trained must wear waterproof garments in pool
- 9. Only radio0s with headphones are allowed
- 10. No reserving of chairs
- 11. Bathing load 52 persons
- 12. One person float permitted, larger floats NOT permitted in pool area
- 13. No balls allowed in pool or pool area
- 14. Diving into pool not permitted, this includes "Cannon Balls" and "Flips"
- 15. No lifeguard on duty SWIM AT YOUR OWN RISK
- 16. **NO DIVING**

## ATTACHMENT 2

#### CLUBHOUSE RULES AND REGULATIONS

- Swimming Pool Hours as posted at pool;
  8 a.m. 10 p.m. Sunday Thursday
  8 a.m. 11 p.m. Friday and Saturday
- 2. Keys to the Clubhouse will only be distributed to the adult owner or renter of a unit since they ultimately will be the responsible party for any damage to the Clubhouse. Owners or renters must be present at all times if children under the age of 18 years are using the Clubhouse.
- 3. Private parties Parties are permitted and will be scheduled on a first-come basis by calling the party designated on attached telephone directory. There will be a fee charged for cleaning the Clubhouse and a returnable deposit will be required.
- 4. Any event at the Clubhouse is strictly limited to the Clubhouse and no use of pool area or pool will be permitted as part of a private function.
- 5. All persons entering the Clubhouse must be properly attired no wet swimsuits or bare feet.
- 6. Please report any damage to the Clubhouse property directly to the Property Manager, Community Manager or member of the POA Board.
- 7. Clean up must be done after the party by the person who reserved the Clubhouse. All garbage will be removed from the premises and taken to the unit owner/renter's home that rented the Clubhouse ----IT WILL NOT BE LEFT ANYWHERE IN THE CLUBHOUSE AREA. Failure to clean up or damage to the Clubhouse will cause forfeiture of deposit fee. The person who reserved the Clubhouse will be billed for repair or cleaning charge and/or damages in excess of the deposit.
- 8. All window blinds must remain open except during the party/function.
- 9. Deposit will be returned after inspection of Clubhouse by Community Manager.
- 10. The Clubhouse cannot be used for business purposes per our Declaration of Covenants and Restrictions, Article VIII. Restrictions; Section I, Residential Uses.
- 11. Smoking is not allowed in the Clubhouse even at private functions.
- 12. Visitors for private parties are asked to use unnumbered parking areas. Parking on grass and along side of road is not allowed.