

POLO TRACE

SWIM AND RACQUET CLUB

RULES AND REGULATIONS

FEBRUARY 2022

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GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners as well as such Owner's family, tenants, guests and invitees, or other residents of Owner's Home. All initial capitalized terms used herein, but not defined, shall have the meaning given to such terms as set forth in the Declaration of Covenants, Restrictions and Easements for Polo Trace Swim & Racquet Club, as amended and/or supplemented from time to time (the "Declaration").

1. **Responsibility** With respect to use of the Property (including the Shared Facilities) and compliance with the Rules and Regulations, each Owner shall be held responsible for such Owner's own actions, as well as the actions of such Owner's family members, tenants, guests and invitees, and other residents of Owner's Home, as well as for the actions of persons over whom Owner exercises control and supervision. Any damage to the Property, including the Shared Facilities, which is caused by any Owner or any family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
2. **Observance of Governmental Requirements** All applicable laws, ordinances, codes, orders, rules, regulations and requirements of all governmental bodies having jurisdiction (collectively, "Governmental Requirements") shall be strictly observed with respect to the Property and Shared Facilities. Violations of any Governmental Requirements relating to the Property and/or the Shared Facilities shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
3. **No Improper or Offensive Use: Decorum** No improper, immoral, offensive, hazardous or unlawful use shall be made of the Property or any of the Shared Facilities. Decorum, good conduct and safety shall be observed by all Owners and Owner's family members, guests, invitees and tenants, and same shall be strictly enforced. No obnoxious activity shall be carried on in or about any portion of the Property or Shared Facilities.
4. **Nuisance** Nothing shall be done within the Property or the Shared Facilities which: (a) may be an unreasonable annoyance or a nuisance, (b) would cause embarrassment or discontent to others or (c) interferes with the peaceful possession or proper use of the Property, the Shared Facilities or the surrounding areas.
5. **Disturbance** No loud noises or noxious odors shall be permitted, except for usual music and odors emanating from a restaurant, the Pool Area (as hereinafter defined) or as otherwise permitted by the Board of Directors (the "Board"). While enjoying the use of the Shared Facilities, including its recreational areas (athletic courts, pools, open play areas, etc.), Owners shall not operate radios, music devices, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
6. **Posted Rules and Regulations** If and to the extent rules and regulations are posted at specific locations in or around the Property (such as, but not limited to, the Pool Area, the Paseos, the outdoor courts and open play areas), such posted rules and regulations are deemed incorporated into these Rules and Regulations and shall be enforceable by the Board with the same force and authority as if expressly included herein. In the event of conflict between any of the posted rules and regulations and these Rules and Regulations, the provisions of these Rules and Regulations shall govern and prevail.

GENERAL

(Continued)

7. **Violations** Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Board and/or Declarant pursuant to the Declaration or these Rules and Regulations. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board or its designees in accordance with the Declaration. The determination of whether: (a) any action or activity would constitute a violation of these Rules and Regulations, or (b) whether a violation has been committed, shall be made in the sole discretion of the Board.
8. **Enforcement** Failure of an Owner or any of Owner's family members, guests, invitees or tenants to comply with any Rule or Regulation adopted by the Board shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies for failure to comply with any Rule or Regulation, the Board may fine an Owner and/or suspend any or all of the rights of an Owner or an Owner's family members, guests, invitees or tenants to use the Shared Facilities (including, without limitation, the clubhouse and other amenities) except only the visitors entry lane through the gatehouse and the paved roadways on the Property, all as provided in the Declaration. In any actions, the Declarant shall be entitled to recover any and all court costs incurred by it, together with reasonable attorneys' fees, against the responsible Owner(s) and, as appropriate, any violator(s). Procedures for the impositions of fines and suspensions are set forth in the Declaration.
9. **Revocation** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
10. **Declarant Not Subject to Rules and Regulations** As provided in the Declaration, these Rules and Regulations shall not apply to Declarant and shall not be applied in a manner which would prohibit or restrict the development or operation of the Shared Facilities or adversely affect the interests of Declarant.
11. **Conflict: Amendment** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall govern and prevail. As provided (but subject to the limitations) in the Declaration, the Board shall have the right to make, adopt, amend and/or abolish (in whole or in part) these Rules and Regulations.

GENERAL USE OF PROPERTY AND SHARED FACILITIES

1. Responsibility

- a. The use of the Shared Facilities by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Board, the Declarant or Declarant's Management Company. In the event that an Owner leases such Owner's Home or otherwise make their Home available in a manner in which Owner does not occupy the Home, then in any such event, only the tenant or other authorized occupant of the Home shall have the right to use and enjoy the Shared Facilities and the Owner assigns such use rights to the tenant or authorized occupant; provided, however, Owner shall remain responsible for all actions and conduct of the tenant or authorized occupant as provided in the Declaration and these Rules and Regulations.
- b. The Declarant and the Board shall not be responsible for any personal injury or any loss or damage to personal property at the Shared Facilities regardless of where such property is kept, checked, left or stored on the premises.
- c. The Declarant shall have the right to require Owners (on behalf of themselves and their family members, tenants, guests and invitees) to execute a Recreational Amenities Release and Waiver in a form acceptable to the Board prior to use of the Recreational Amenities or participation in any activities sponsored, promoted or set up by the Declarant.

2. General Use Restrictions

- a. The Shared Facilities, including all recreational areas, inclusive of Tennis Courts, Pickle Ball Courts, Bocce Ball Courts, Basketball Court, Restaurants and Bar(s), Pools and Spas, Fitness Center, Paseos and/or any other open play area(s), or any portion thereof, and the facilities located thereon and therein, shall be solely for the use of the owners and their family members, guests, invitees and tenants, subject to the provisions of the Declaration.
- b. Organized teams (i.e., school teams, municipal recreation league teams, etc.) may not use the Property or any portions thereof (including all recreational facilities, courts, fields, Pools, Paseos or any other open play areas) as a practice or scrimmage court, facility, field or area. Notwithstanding the foregoing, the Racquet Center Director may schedule certain matches, tournaments and events in connection with the Outdoor Courts, as more particularly set forth in the "Rules for Outdoor Courts and Racquet Center Facilities" section herein.
- c. Use of the Property or any of the Shared Facilities, including all recreational facilities, courts, fields, pools or any open play area(s), or any portions thereof, for any private use shall be submitted for prior approval to the Board or its Management Company. For this purpose, "private use" shall include, by way of example but not limitation, any of the following: private lessons (such as, but not limited to, swimming or tennis lessons), group lessons, instructional classes, aerobics classes, weight training instruction, exercise classes (including karate or other martial arts classes), social meetings, fraternal meetings, political meetings, religious group meetings, parties, socials, barbecues, seminars, educational classes, computer training courses, and motivational speakers. The foregoing shall not apply to the Outdoor Courts and Racquet Center Facilities. Use restrictions and requirements relating to the Outdoor Courts and facilities shall be as set forth in the "Rules for Outdoor Courts and Racquet Center Facilities" section herein.

GENERAL USE OF PROPERTY AND SHARED FACILITIES

(Continued)

- d. The pathways and entrances to all portions of the Shared Facilities, including all improvements located thereon and therein shall not be obstructed or used for any purpose other than pedestrian ingress and egress. Use restrictions and requirements relating to the pathways on the Paseos shall be as set forth in the "Rules for the Paseos section herein.
- e. No flammable, combustible or explosive fluids, chemicals or other substances may be used or stored within the Property and/or any portion of the Shared Facilities, except such as are generally used for normal household purposes by the Board and/or Management Company.
- f. No activities or conduct shall be permitted within the Shared Facilities which will increase the rate of insurance on any real or personal property insured by the Declarant without the approval of the Board, as the case may be, nor shall any activities or conduct result in the cancellation of insurance on any real or personal property insured by the Declarant or which would be in violation of any Law.
- g. No firearms, explosive devices or weapons shall be permitted at any time within the Property and/or any portion of the Shared Facilities including, but not limited to, hand guns, rifles, shotguns, BB guns, pellet guns, paint guns, slingshots, bows and arrows, firecrackers, fireworks, flammable products and/or pyrotechnics.
- h. Feeding any wildlife on or around the Property is prohibited.

3. Cleanliness

- a. It is prohibited to litter or cause debris to be put in any area of the Property, including the Shared Facilities. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Property.
- b. No personal articles shall be allowed overnight in any of the Property, including the Shared Facilities.
- c. No garbage cans (other than those provided by the Declarant), supplies, water bottles or other articles shall be placed or left within the Property, including the Shared Facilities.
- d. No grilling, barbecuing or cooking of food shall be permitted within the Property, except in those areas designated for such purposes by the Board.

4. Commercial Vehicle Access to Community

- a. Commercial vehicles (including, without limitation, moving trucks, delivery vehicles, service providers and other commercial vendors) will not be permitted access through the Gatehouse before 8:00 a.m. on Saturdays, Sundays and national holidays.
- b. Use of residents-only lane at Gatehouse will be through automated entry system. Only one car may access through gates at a time.

5. Parking and Vehicular Signs

- a. Except for authorized commercial vehicles, parking areas are solely for non-commercial vehicles with a current registration and golf carts. Unauthorized parking includes vehicles parked so as to impede ingress to or egress from other parking spaces, drives, driveways or roads. Unauthorized parking shall be grounds for removal of the vehicle by the Declarant at the expense of the vehicle owner, tenant, guest and/or operator.

GENERAL USE OF PROPERTY AND SHARED FACILITIES

(Continued)

- b. No vehicles may be parked overnight on Property without prior approval of the Property Management Office.
- c. The Declarant and the Board are not responsible for any injury to or loss from cars or other vehicles parked on the Property.
- d. No vehicle with any leak or which cannot operate on its own power shall remain on the Property for more than 24 hours, and no major repair of vehicles shall be made on the Property.
- e. All vehicular signs (including, without limitation, parking and speed limit signs) must be observed.
- f. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in any parking lot. Only golf carts may be parked in any spaces marked as reserved for golf cart parking. Parking on grass areas, at the front entrance or in the delivery area of the Clubhouse or in any way which blocks the normal flow of traffic is prohibited. The Declarant and the Board shall not be responsible for any loss or damage to any private property stored within a vehicle. Any person parking a vehicle on the Property assumes all risk of loss with respect to his/her vehicle.
- g. The Board shall have the right and authority to tow any improperly parked vehicle at the vehicle owner's cost and expense.

6. Pets

- a. Pets shall not be permitted in any portion of the Shared Facilities, except in designated areas as shall be permitted by the Board. The Paseos are a designated area where pets are permitted.
- b. Owners shall clean up after their pets and remove any excrement left by their pets on the Property. Pet waste shall not be disposed of in any storm drain, lake or canal.
- c. Pets shall be on a standard (6ft) leash at all times when on the Property. No pet may be leashed to any stationary object on the Property and left unattended.
- d. Pet owners are responsible for any property damage, personal injury and disturbances their pet may cause or inflict.

7. Golf Carts

- a. Operation of golf carts on the Property is permitted only by drivers holding a valid, state-issued driver's license.
- b. Golf carts shall be parked only in areas designated for golf cart parking or designated parking spots for motor vehicles.
- c. Golf carts are not permitted on the pathways in the Paseos. Golf carts are permitted on the grassy areas and on the bridge crossings.
- d. All passengers must be properly seated while cart is in motion and may not be transported in a negligent manner or in a manner inconsistent with the cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the cart, including the driver.

GENERAL USE OF PROPERTY AND SHARED FACILITIES

(Continued)

- e. Each Owner (regardless of whether the Owner is the operator) and each operator of a golf cart (regardless of whether they are the owner of the golf cart) will be responsible, jointly and severally, for any and all damage to property and injuries to persons (including death) caused by and/or resulting from its ownership and/or operation of a golf cart on the Property. Accordingly, each such owner and operator, jointly and severally, shall and hereby agrees to, indemnify and hold harmless the Declarant, Declarant Members, Member of the Board, and other owners, from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgements, damages (including, without limitation, consequential, exemplary and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, legal fees) related to, arising out of and/or resulting from the ownership, operation, maintenance and/or use of a golf cart on the property.

RULES FOR THE CLUBHOUSE

1. Clubhouse Use

- a. The Clubhouse hours shall be 7:00 a.m. to 11:00 p.m., or as otherwise established by the Board from time to time. Time extensions for social or community events may be granted, in advance, at the discretion of the Board. Activities outside the Clubhouse shall not be allowed after 8:00 p.m. (Monday - Thursday) and 9:00 p.m. (Friday - Sunday) without the prior approval of the Board. The foregoing time restrictions shall not apply to activities which have been organized by the Board.
- b. All persons fourteen (14) years of age and younger shall at all times be accompanied and closely supervised by an Owner or supervising adult who is eighteen (18) years of age or older when using the Clubhouse amenities.
- c. All belongings shall be removed from the Clubhouse when leaving. The Declarant and the Board shall not be responsible for belongings lost or stolen.
- d. All community events and meetings shall supersede the use of all other events throughout the Clubhouse.
- e. A meeting room and storage area in the Clubhouse may be designated for the exclusive use of the Board and the Declarant Members. The Board and each Declarant Member shall generally have equal space and use rights of such meeting room and storage area.

2. Code of Conduct for the Clubhouse

- a. Smoking in the Clubhouse or any rooms therein is prohibited.
- b. Proper attire shall be worn in the Clubhouse. Bare feet, bare chests and wet swimsuits and swimsuits without proper cover-up shall be prohibited throughout the Clubhouse, except in specifically designated areas.
- c. When a portion of the Clubhouse facility is in use by an Owner who has properly and exclusively reserved such portion of the Clubhouse facility, no other Owner shall be permitted therein other than for ingress and egress.

3. Rules for Use of Meeting Rooms

- a. Except only for water, all alcoholic and other beverages, food and breakable containers are not permitted in any of the meeting rooms.
- b. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to any meeting rooms and/or any related equipment caused by the Owner and/or any of Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
- c. Boisterous or profane language shall be not used.

4. Miscellaneous Items

- a. Equipment and supplies shall not be stored in any location other than as specifically approved by the Board.
- b. No signs, notices or photos shall be posted by anyone other than the Board on any of the walls or windows of the Clubhouse, other than on designated bulletin boards, if made available by the Board for that specific purpose. All postings must first be approved by the Board. Advertisements in any form are prohibited by Owners and/or Owners' family members, tenants, guests and invitees, and shall not be posted or circulated at the Clubhouse.

RULES FOR THE CLUBHOUSE

(Continued)

- c. During restaurant or bar operating hours, all alcoholic beverages to be consumed in or around the Clubhouse (except for areas that may be designated by the Board from time to time) must be purchased from the restaurant or bar operator(s).

Use of the Clubhouse shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of the Shared Facilities."

RENTING OF THE SOCIAL HALL

1. Reservations

- a. All reservations of the Social Hall by Owners must first be approved by the Board or, if applicable, the Social Director. Owners wishing to reserve the Social Hall must first contact the Board to request a date and time.
- b. Renting of the Social Hall by Owners for their private use, if permitted by the Board, shall be subject to availability, the payment of scheduled fees and deposits as may be determined by the Board, and the execution of the Declarant's form of reservation agreement which may include additional rules and guidelines for the use of the Social Hall.
- c. A deposit shall be due and payable at the time of reservation, and a portion thereof shall be non-refundable, all as determined by the Board. The balance of the deposit may not be refunded if there has been any damage, misuse or theft to the Social Hall, the Clubhouse facility and/or their components or if the Social Hall has not been adequately cleaned, swept and devoid of any trash or debris. The amount of the required deposit and the non-refundable portion of the deposit may be established and amended by the Board at any time and from time to time as it deems suitable.

2. Owner Responsibility

- a. Any Owner or other authorized person reserving the Social Hall shall have the care, custody and control of such portion of the Social Hall during the period the facility is reserved and shall, therefore, be responsible for any and all costs for repairs and/or replacement to Social Hall, and its respective furniture, equipment, accessories, appliances and the like which are damaged or destroyed for any reason while under their care, custody and control. In addition, any Owner or authorized person using the Social Hall shall be responsible for the care and cleaning thereof, including the kitchen.
- b. The Owner(s) who reserve the Social Hall must be in attendance at all times.
- c. All furnishings and equipment shall be replaced to their previous locations, but in no event shall they be removed from the Social Hall.

3. Miscellaneous

- a. The Board shall have the right to require that all food and beverage to be consumed in rented areas be purchased from the restaurant and bar operator(s) located in the Clubhouse facility.
- b. All community events and meetings shall supersede the use of all other events in the Social Hall.

RULES FOR THE FITNESS CENTER AND EXERCISE ROOM

1. Fitness Center and Exercise Room Use

- a. The Fitness Center and Exercise Room shall be accessible twenty-four (24) hours per day or such other hours as the Board may determine from time to time.
- b. USE OF THE FITNESS CENTER, EXERCISE ROOM AND EQUIPMENT THEREIN SHALL BE AT THE RISK OF THE PERSON EXERCISING.
- c. All persons fourteen (14) years of age and younger shall be accompanied by an Owner or supervising adult eighteen (18) years of age or older.
- d. All personal belongings shall be removed from the Fitness Center and Exercise Room when leaving (including, without limitation, towels, gym bags, etc.). The Declarant and the Board shall not be responsible for belongings lost or stolen.
- e. As a courtesy to others, people exercising are requested to allow others to work in with them.
- f. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
- g. Equipment shall be wiped down by the user after each usage.
- h. Equipment shall be properly stored after usage, including re-racking of all weights in their proper location and order.
- i. Equipment may not be removed from the Fitness Center.

2. Code of Conduct for the Fitness Center and Exercise Room

- a. Smoking in the Fitness Center and Exercise Room is prohibited.
- b. Except only for water, all alcoholic and other beverages, food and breakable containers are not permitted in the Fitness Center and Exercise Room.
- c. Proper attire shall be worn in the Fitness Center and Exercise Room. Athletic shoes and shirts shall be worn at all times. Bare feet, bare chests and swimsuits shall be prohibited throughout the Fitness Center and Exercise Room, except in specifically designated areas, such as locker rooms.

3. Miscellaneous Items

- a. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Board.
- b. No signs, notices or photos shall be posted by anyone other than the Board on any of the walls or windows of the Fitness Center or Exercise Room, other than on designated bulletin boards, if made available by the Board for that specific purpose. All postings must first be approved by the Board. Advertisements in any form are prohibited by Owners and/or owners' family members, tenants, guests and invitees, and shall not be posted or circulated in the Fitness Center or Exercise Room.
- c. All community events and meetings shall supersede the use of all other events throughout the Fitness Center and Exercise Room facility.
- d. Any damaged or malfunctioning equipment must be reported to the management immediately.

Use of the Fitness Center and Exercise Room shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of the Shared Facilities."

RULES FOR THE OUTDOOR COURTS AND RACQUET CENTER FACILITIES

"Outdoor Courts" as used herein shall mean and refer to the clay tennis courts, pickleball courts, bocce ball courts, shaded pavilion and the stadium seating area.

1. General Restrictions

- a. The Declarant may retain or employ a manager (the "Racquet Center Director") to oversee and manage the operations, maintenance and other aspects of the Outdoor Courts and related facilities (collectively, the "Racquet Center Facilities"). Each Member's use and enjoyment of the Racquet Center Facilities will, in addition to the rules and regulations contained herein, be subject to such other rules, policies, and regulations imposed by the Racquet Center Director and approved by the Board, which may include, without limitation, the right to: regulate use, impose time restrictions and requirements, implement scheduling procedures, schedule and conduct events and tournaments, and provide private and group instructions and lessons, clinic programs, league/team programs, management and coaching. Notwithstanding anything contained in these Rules and Regulations to the contrary, the Racquet Center Director shall have the right to schedule use of the Outdoor Courts by organized teams, as a practice or scrimmage court, facility, field or area.
- b. Only the Racquet Center Director (or its agents) or such person or person(s) designated by the Board shall be permitted to provide and conduct tennis and/or pickleball lessons and instructions upon the Outdoor Courts.
- c. Owners may invite non-resident guests to play with them, subject to the rules promulgated by the Board from time to time.
- d. Notwithstanding anything contained herein to the contrary, the Board or Racquet Center Director shall have the right, but not the obligation, from time to time, to impose, amend and/or supplement rules, regulations and restrictions relating to the number of guests permitted per Owner or per household, and the days and times which guests are permitted or restricted from play. The foregoing right of the Board and Racquet Center Director shall include, the right to impose fees to be paid by guests in connection with their use of the Racquet Center Facilities; the right to determine a ratio of "owner per guest" use"; and the right to ban use of the Racquet Center Facilities by outside person(s) and/or guests as a result of non-compliance of these rules by the Owner and/or such guest.
- e. If applicable, guests of Owners shall be required to pay the prevailing guest fee at check-in. Payment of guest fees is the responsibility of the Owner who reserved the court. Owners and tenants and guests with guest passes may use the facilities without charge.
- f. Except as scheduled by the Racquet Center Director, use of the Racquet Center Facilities or any portion thereof by any organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited. The Board or Racquet Center Director shall have the right to schedule matches, events and tournaments with other communities, groups, leagues and third parties. However, such visiting communities, groups, leagues and third parties shall not be required to pay guest fees when playing in matches scheduled by the Board or Racquet Center Director.
- g. Written requests or telephone messages left for reservations are not considered valid requests for reservations.
- h. All players shall play at their own risk.

RULES FOR THE OUTDOOR COURTS AND RACQUET CENTER FACILITIES

(Continued)

2. Outdoor Courts and Racquet Center Facilities Use and Restrictions

- a. The tennis courts are open for play from 7:00 a.m. until 11:00 p.m. The pickleball and bocce ball courts are open for play from 8:00 a.m. to 9:00 p.m. During morning hours (7:00 a.m. to 12:00 noon), players shall maintain low noise levels.
- b. Tennis and/or pickleball shall be limited to one and a half (1½) hours for doubles play and one (1) hour for singles play. Bocce Ball play shall be limited to (1) one hour. In all cases, play may continue provided no other players are waiting at the expiration of the preceding time limits.
- c. The Board or Racquet Center Director, as applicable, shall have the right to: (i) require the use of specific pickleball paddles and/or pickleballs, and (ii) terminate/refuse play for any reason, in their sole discretion.
- d. Operation of the Racquet Center Facilities may be suspended (i) due to cold weather, rain or wet conditions; (ii) when the lightning detection system (if any) is activated, and (iii) as otherwise directed by the Board or the Racquet Center Director, as applicable.
- e. The Outdoor Courts and Racquet Center Facilities are restricted to the playing of appropriate games or game-related activities (i.e., exhibitions and clinics) only.
- f. No one shall be permitted on the Outdoor Courts or Racquet Center Facilities without the prior consent of the Racquet Center Director or the Board, except those persons playing tennis or pickleball and/or participating in tennis or pickleball related activities.
- g. No chairs, benches or similar items are allowed on the pickleball courts.
- h. Roller skates, skateboards, roller blades, bicycles, scooters and other play or exercise equipment are prohibited on the Outdoor Courts and within the Racquet Center Facilities.
- i. Children fourteen (14) years of age and younger shall be accompanied and closely supervised by an adult eighteen (18) years of age or older and shall not disrupt the play of others.
- j. No alcoholic beverages, food or breakable containers shall be permitted on the Outdoor Courts or within the Racquet Center Facilities.
- k. All belongings shall be removed from the Outdoor Courts and Racquet Center Facilities when play is complete. The Declarant and the Board shall not be responsible for belongings lost or stolen.
- l. An Owner shall be responsible for repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Outdoor Courts, Racquet Center Facilities and/or related equipment caused by the Owner and/or any of Owner's family members, tenants, guests, invitees and others for whom the Owner is responsible.
- m. Pets shall not be permitted on the Outdoor Courts.

RULES FOR THE OUTDOOR COURTS AND RACQUET CENTER FACILITIES

(Continued)

3. **Code of Conduct for the Outdoor Courts and within the Racquet Center Facilities**
 - a. Boisterous or profane language shall be not used by players or spectators.
 - b. Walking behind or through the playing areas during play shall be prohibited.
 - c. Entering or leaving a court shall only occur when the play of other players is stopped.
 - d. Only proper attire, tennis shoes and protective wear shall be worn. No swimsuits or bare chests shall be allowed. Only tennis shoes shall be worn on the courts. Black soled sneakers shall not be permitted.

4. **Reservations for Use** It is anticipated that availability for use of the Outdoor Courts will be managed by a computerized system which controls general play (open play) while reserving smaller time slots for programmed activities including instruction, round-robins, team play, and special events. The computerized system may be accessed by phone or internet.
 - a. Reservations for use of Racquet Center Facilities shall be as set forth and determined by the Board or the Racquet Center Director. Each player must register prior to playing. A player who fails to register before playing may not have the right to use any Outdoor Court and may be permissibly ejected by the Racquet Center Director or the Board. Walk-on use of the Outdoor Courts shall immediately give deference to reserved use. If walk-on play has commenced but a reservation was made for such time, the reservation shall have priority and the walk- on players shall immediately give up the court.
 - b. Players shall not reserve more than one time slot daily. Any duplicate reservations shall not be honored until all other players have played.
 - c. Unassigned court time may be signed up for by the same players on the same day.
 - d. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 - e. If a court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations for such court.
 - f. At the end of their playing time, players must promptly relinquish their court to the next players. Any repeated violation of this procedure shall permit the Racquet Center Director or the Board to deny the right of use to the Outdoor Courts for a reasonable time period.

Use of the Outdoor Courts and Racquet Center Facilities shall also be governed by all other applicable Rules and Regulations adopted-by the Board, including, but not limited to those concerning the "General Use of the Shared Facilities."

RULES FOR THE BASKETBALL COURT AND OPEN PLAY AREAS

1. PLAYERS SHALL PLAY AT THEIR OWN RISK

2. Use of Basketball Court and Open Play Areas

- a. Unless specific hours are indicated below, the Basketball Court and open play areas are open for play from 7:00a.m. until Dusk.
- b. Unless otherwise specified below, the Basketball Court and open play areas are limited to one (1) hour of play. Play may continue provided that no other players are waiting at the expiration of the preceding time limit.
- c. The Basketball Court and open play areas are restricted to the playing of appropriate games or game related activities (i.e., exhibitions and clinics) only.
- d. No one shall be permitted on the Basketball Court and open play areas except those persons playing.
- e. Roller skates, skateboards, roller blades, bicycles, scooters, and other play or exercise equipment shall be prohibited on the Basketball Court and open play areas.
- f. All persons fourteen (14) years of age and younger shall be accompanied and closely supervised by an Owner or supervising adult eighteen (18) years of age or older when using the Basketball Court and open play areas.
- g. No alcoholic beverages, smoking, food or breakable containers shall be permitted on the Basketball Court and open play areas.
- h. All belongings shall be removed from the Basketball Court and open play areas when play is complete. The Declarant and the Board shall not be responsible for belongings lost or stolen.
- i. An Owner shall be responsible for the repair and/or replacement costs incurred as a result of deliberate or irresponsible behavior resulting in damage to the Basketball Court, open play areas and/or related equipment caused by the Owner and/or any of Owner's family members, tenants, guests, invitees and others for whom Owner is responsible.
- j. Use of the Basketball Court and open play areas by an organized team (i.e., school teams, municipal recreation league teams, etc.) as a practice or scrimmage court, facility, field or area is strictly prohibited.

3. Code of Conduct for the Basketball Court and Open Play Areas

- a. Boisterous or profane language shall be not used by players or spectators.
- b. Walking behind or through the Basketball Court and open play areas during play shall be prohibited.
- c. Entering or leaving a Basketball Court shall only occur when the play of other players is stopped.
- d. Only proper attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the outdoor courts and open play areas. Black soled sneakers shall not be permitted on the Basketball Court.

Use of the Basketball Court and open play areas shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of the Shared Facilities."

RULES FOR THE SWIMMING POOL AREA

"Pool Area" as used herein shall mean and refer to the resort-style pool, swimmers lap pool, spa, children's wading pool, and the general pool deck area, as applicable.

1. Pool Area Use

- a. THERE WILL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL AREA DO SO AT THEIR OWN RISK. The Declarant and the Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pools, spa and/or the Pool Area in general. Persons using the Pool Area or any portion thereof agree not to hold the Declarant or the Board liable for actions of any nature occurring within or around the Pool Area or in the pools or spa.
- b. Pool hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation lights, if any, shall be turned off no later than 9:00 p.m. Prior to 8:00 a.m., the use of pool facilities shall be restricted to Owners only. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the Pool Area. The foregoing time restrictions shall not apply to activities occurring on the pool deck area which have been organized by or on behalf of the Declarant.
- c. All persons fourteen (14) years of age or younger shall be accompanied and closely supervised by an owner or supervising adult who is eighteen (18) years of age or older. The children's wading pool is reserved for children eight (8) years and younger, who must always be accompanied by an Owner or supervising adult who is eighteen (18) years of age or older.
- d. Wheelchairs, strollers, child waist and arm flotation devices and noodles shall be permitted in the Pool Area.
- e. Pets shall not be permitted in the Pool Area or in the pools or spa.
- f. All persons using the Pool Area must close the gates after each entry or exit.

2. Code of Conduct for the Pool Area

- a. No nude swimming or sunbathing shall be allowed at any time. Paper or cloth diapers are prohibited in the pools and spa. Infants/children who are not toilet trained and adults who are incontinent must wear appropriate swim diapers which fit snugly around the legs and waist. If the swim diapers become soiled, the person must exit the pool immediately and not return until he/she has taken or been given a soap shower and has been covered by a new, clean swim diaper.
- b. No food or beverages shall be permitted in the Pool or within 4 feet of the pool edge. During restaurant or bar operating hours, food and beverages must be purchased from the restaurant or bar.
- c. No smoking shall be permitted in the Pool Area.
- d. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the Pool Area unless the equipment is used in conjunction with an event or activity scheduled by or on behalf of the Declarant.
- e. No dunking, rough play, or profane language in the pools shall be permitted. No running, pushing, rough play or profane language in the Pool Area shall be permitted.

RULES FOR THE SWIMMING POOL AREA

(Continued)

- f. No personal music devices or portable televisions shall be permitted in the Pool Area without the use of headphones.

3. Health and Safety Considerations

- a. NO DIVING IN THE POOLS SHALL BE PERMITTED.
- b. Due to the high temperatures of spa water, pregnant women and people with health problems or concerns should consult a doctor before using spa.
- c. No children under the age of 14 are permitted in the spa.
- d. All users shall shower before entering the pools or spa.
- e. No soaps or shampoos shall be used at the pool side shower.
- f. Persons wearing bandages and/or having colds, viruses, coughs, inflamed eyes, infections or open sores shall not use the pools or spa.
- g. No glass containers or other breakable objects shall be permitted in the Pool Area.
- h. All belongings shall be removed when the user is leaving the Pool Area. The Declarant and the Board shall not be responsible for any belongings lost or stolen.
- i. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the Pool Area provided for this purpose or removed from the Pool Area.
- j. A four (4) foot walking area shall be maintained around the pools at all times. Additionally, walking areas around and through the Pool Area shall not otherwise be blocked.

4. Use of Pool Furniture and Equipment

- a. Pool furniture shall not be removed from the Pool Area.
- b. Pool furniture shall not be reserved (by use of towels, bags or other personal items) for anyone not in the Pool Area.
- c. Pool furniture and equipment shall not be rearranged, relocated or modified in any manner.
- d. Towels shall be placed on pool furniture when in use.

Use of the Pool Area shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of the Shared Facilities."

RULES FOR THE PASEOS

The following shall apply to the open areas (formerly known as Holes 10 and 11 of the prior golf course on the Property) which are designated as and constitute the paseos (collectively, the "Paseos").

1. Pathways may only be used for pedestrians, joggers, bicycles and other human powered devices such as, but not limited to, roller skates, skateboards and rollerblades. No golf carts or other unauthorized motor vehicles shall be permitted on the pathways in the Paseos. Golf carts may, however, use the grassy areas and the bridge crossings.
2. If and to the extent there are separately designated bicycle paths, bicycle riders shall utilize such designated bicycle paths.
3. Pedestrians shall always have the right of way on the pathways and all bicyclists, skateboarders, rollerbladers and other non-walking uses shall give deference and use care when pedestrians are also utilizing the pathways.
4. Food and drinks shall be permitted only in the portions of the Paseos designated by the Board from time to time. No glass containers or other breakable objects shall be permitted in the Paseos.

Use of the Paseos shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of the Shared Facilities."

USE AND ENJOYMENT OF THE LAKES

The following shall apply to lakes within the Property and/or designated as Shared Facilities under and pursuant to the Declaration (the "Lakes").

1. Owners and their family members, guests, invitees and tenants, shall be permitted to engage in "catch and release" fishing in the Lakes.
2. Swimming and the operation of any type of watercraft in the Lakes within the Property and/or designated as Shared Facilities are prohibited.
3. In no event shall any Owner cause any erosion or change in grade of any Lake bank slope from design grade.
4. Littoral plantings are installed in accordance with the permitting requirements of the South Florida Water Management District and/or Lake Worth Drainage District, and may not be altered, relocated, destroyed, damaged or removed by an Owner.