

**GUIDELINES
FOR THE
USE OF
RECREATIONAL
AMENITIES**

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Exhibit A: Recreational Amenity Rental Fee Schedule

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Attachment #3: Fitness Center Use Agreement

GUIDELINES FOR THE USE OF RECREATIONAL AMENITIES

I. PURPOSE

- A. These Guidelines for the Use of Recreational Amenities ("**Guidelines**") provide guidance for the operation of **THE RESERVE AT TOWER OAKS HOMEOWNERS ASSOCIATION, INC.** (the "**Master Association**"). The Guidelines establish a baseline set of standards for the use of these facilities to maximize the enjoyment of the Owners and Occupants of the community known as "The Reserve at Tower Oaks" (the "**Community**").
- B. These Guidelines which will evolve over time depending upon the addition of new Recreational Amenities and/or upon the operational experience of the Recreational Amenities. The Board of Directors of the Master Association (the "**Board**") will periodically review utilization of the Recreational Amenities, and the costs, services provided, and hours of operation, to ensure that Owners and Occupants of the Community receive the benefit of economical operation of the Recreational Amenities.
- C. Issues not covered in these Guidelines which subsequently arise will be addressed by the Board for resolution and potential inclusion in these Guidelines.

II. DEFINITIONS

Capitalized terms used herein which are not defined in these Guidelines have the definitions ascribed to such terms set forth in the Master Declaration of Covenants, Conditions and Restrictions for The Reserve at Tower Oaks, as said Master Declaration of Covenants, Conditions and Restrictions have been amended and may be further amended from time to time.

- A. **Grounds:** Grounds include all Master Association Master Common Area Parcels, including but not limited to, all Community Landscaping within the Master Common Area Parcels and all pocket parks, streetscapes, and a Dog Park located within the Master Common Area Parcels.
- B. **Authorized Personnel Areas:** These areas are for the exclusive use of authorized Management personnel and include, but are not limited to, the Master Association management offices, utility closets, pool storage rooms, lifeguard offices, pump houses, electrical rooms, fire/sprinkler rooms, community center storage rooms, community center kitchen storage areas, fitness room, supply closets, and pantry. Authorized Management personnel include the personnel engaged by the Board of Directors of the Master Association or the Management Agent on behalf of the Master Association.
- C. **Community Center:** The community center which includes an Activities Room, Club Room, Yoga Room, Café, Fitness Center, associated outdoor areas, and restrooms.

- D. **Management:** Management staff includes the employees of the Management Agent providing services for the Community and all on-site employees of the Master Association.
- E. **Members:** All Members of the Master Association.
- F. **Members in Good Standing:** Members in good standing include all Owners of record for whom privileges have not been suspended due to Board action or nonpayment to the Master Association.
- G. **Occupants:** Residents of a Living Unit, who are the lessees or sublessees of a Member.
- H. **Permanent Household Residents:** Family members who permanently reside in a Member's household for an extended period of time (6 or more months per year).
- I. **Recreational Amenities:** The Recreational Amenities include the physical structures located within the Community, including, without limitation, a pool, a playground, a Community Center, a multipurpose sports court, pocket parks and any other common space grounds.

III. HOURS OF OPERATION

- A. The Master Association hours of operation are established by the Board of Directors of the Master Association. The specific hours may change throughout the year as determined by the Board to accommodate seasonal transitions and facility use. The hours of operation are currently anticipated to be as follows:
 - a. Community Center

Monday	8:00 a.m. – 2:00 p.m.
Tuesday	8:00 a.m. – 4:00 p.m.
Wednesday through Friday	8:00 a.m. – 6:00 p.m.
Saturday	10:00 a.m. – 6:00 p.m.
Sunday	8:00 a.m. – 4:00 p.m.
 - b. Pool Memorial Day to Labor Day only; 11:00 a.m. – 7:00 p.m. daily
 - c. Multisports Court, Playground, other outdoor amenities – Dawn to Dusk daily
 - d. Dog Park – Dawn to Dusk daily

Fitness Center, Yoga Room, Lockers - 5am- 12:00 a.m. daily (key fob access required)
- B. Management has the authority to temporarily close any facility, or portions thereof, for health, safety or other valid reasons and will seek to reopen the facility as soon as corrective action has been taken.
- C. The pool can only be used when lifeguards are on duty and the pool is open and operational.

- D. If a Member of Occupant identifies a problem with respect to any Recreational Amenity, the Member or Occupant should make every effort to contact Management to advise of the problem identified.
- E. If there are onsite staff, each Member and Occupant must respect that such onsite staff is conducting daily operating business. Appointments can be scheduled for a Member or Occupant to meet with a Management representative.

IV. MANAGEMENT POLICY AND PROCEDURES RESPONSIBILITY

- A. All Members and Occupants must be familiar with, abide by these Guidelines. However, any failure to apply or enforce any provision of the AUG shall not be construed as a blanket waiver or repeal of the provision(s).
- B. Management and hired contractors of the Master Association, such as the pool company, shall be advised to extend Members all courtesies, comforts, and services to which a Member is entitled.
- C. Enforcement of these Guidelines is delegated by the Board to the Management Agent and its authorized personnel and contractors engaged by the Board or the Management Agent, including, without limitation, the pool company.

V. MEMBER PRIVILEGES AND CONDUCT

- A. Only Members and Occupants in good standing, and Permanent Household Residents, and their authorized guests shall be allowed to use the Recreational Amenities.
- B. Neither Members whose privileges have been suspended nor their Occupants, Permanent Household Residents and guests, shall be permitted to use any Recreational Amenities. Membership privileges include, but are not limited to:
 - (1) The ability to rent any Recreational Amenities which are available for rental. *See Attachment #1 for Recreational Amenity Rental Application and Contract.*
 - (2) Unlimited use of the Recreational Amenities during normal hours of operation subject to the policies mandated by the Board.
 - (3) The ability to register and/or attend/participate in any Community events or programming.
- C. All Members, Occupants and Permanent Household Residents should present photo identification upon request.
- D. Master Common Area Parcels including Recreational Amenities may not be used as places to conduct business.
- E. All Members will be issued two (2) key fobs for access to certain Recreational Amenities. Additional key fobs for Permanent Household Residents over the age of 13

will be available for purchase. If a key fob is lost or stolen, the Member is required to contact the Master Association immediately. Replacement fobs may be purchased for a fee through the Master Association.

- F. Members are responsible for their own conduct and the conduct of their children, relatives, Occupants, Permanent Household Residents and guests, and are subject to Board action for any infraction of these Guidelines or other adopted Rules.
- G. The Board, the Management Agent or its designee may ask anyone to leave any Recreational Amenity for infractions of the rules, improper conduct, or when safety is threatened. Improper conduct as determined by the Board, the Management Agent or its designee includes but is not limited to offensive or lewd language or behavior, verbal abuse or bullying toward residents, guests, staff or anyone on Master Association property and is also subject to disciplinary action by the Board of Directors.
- H. Disciplinary action by the Board of Directors may include but is not limited to suspension of Membership privileges.
- I. Appropriate attire is required throughout the Recreational Amenities. Swim attire is prohibited within the Community Center.
- J. Members are responsible for any debts, damages or losses to any Master Association property caused by the Member, their children, Occupants, Permanent Household Residents, relatives, and guests.
- K. The Master Association shall not be responsible when articles belonging to Members and/or their guests are reported abandoned, damaged or missing from the premises.
- L. All furniture, furnishings and equipment within any of the Recreational Amenities is to be used by all Members, their children, Permanent Household Residents, Occupants and guests in an appropriate and respectful manner, as it is intended and as if it were their own personal property, and in a safe manner. Failure to do so may result in monetary charges to a Member for damages or other disciplinary actions as approved by the Board.
- M. Members shall not attempt to direct the work of Management staff, contractors or service providers. This includes, but not limited to, the management staff, lifeguards, cleaning staff and landscape maintenance workers. Complaints relative to the operation of Master Association, the Management Agent or its staff shall be brought to the attention of the Board.
- N. No event shall be scheduled or held within any Recreational Amenity, unless prior permission has been approved by the Master Association or the Management Agent.
- O. Invitations to event which is approved for use in any Recreational Amenity shall not be printed in any newspaper, or in the media, or other form of mass distribution, without permission from the Master Association or the Management Agent.

VI. USE DISCLAIMER

Use of any Recreational Amenity constitutes acceptance by all persons utilizing the facility of the following disclaimer:

“I/We release, discharge and waive any and all responsibility of The Reserve at Tower Oaks Homeowners Association, Inc, and its Management Agent, and their respective employees, officers, shareholders, directors, and staff against any liability or injury, up to and including death, and for any damage to or loss of property which may be suffered arising out of or in any way connected with the participation in any program or use of any equipment, Recreational Amenity or facility at Reserve at Tower Oaks, including but not limited to the Community Center, pool, Fitness Center, Multisports Court, Dog Park, eating areas, common area grounds, and any facilities maintained by the Master Association).”

VII. OPEN USE OF AMENITIES VS. RENTALS

- A. The Master Association encourages open use of all Recreational Amenities by the Members of the Master Association.
- B. Should a gathering monopolize the open use of a Recreational Amenity or a Member complaint is received, the Master Association reserves the right to request that the Recreational Amenity space be freely shared.
- C. The removal/rearranging of furniture is not permitted without approval by the Master Association or Management Agent, or designated staff. If approved, the Member is required to leave the space in the configuration it was found in.
- D. All usage of the Recreational Amenities must follow the Guidelines.
- E. A rental agreement must be entered into for the use of any Recreational Amenity if:
 - (1) A Member requires a guarantee of availability or any Recreational Amenity for a specific use.
 - (2) A vendor is providing services with respect to the use of the Recreational Amenity.
 - (3) Attendance at an event or gathering in a Recreational Amenity will potentially exceed (ten) 10 people.

VIII. POOL PRIVILEGES, POLICY, AND ENFORCEMENT

- A. Use of the pool is subject to The Reserve at Tower Oaks Pool Policy. *See Attachment #2, Pool Policy.*
- B. Access to the pool is restricted to maximum occupancy limitations.

- C. All Members, Occupants, Permanent Household Residents and guests must register with the pool attendant upon entering the pool area. Members are permitted to bring up to four (4) guests per household daily. A guest fee may be implemented in the future.
- D. Members and guests must comply with all pool operational and safety protocols.
- E. Lockers are provided in the men and women's restrooms at the pool or Community Center. All lockers are available for daily use only on a first-come, first-served basis. Users of the lockers must provide their own lock for the locker use. Permanent or long-term storage of personal items is not permitted, and locks will be cut if locks are not removed. The Master Association, Management Agent and/or pool staff is not responsible for lost or stolen personal items of Members or their guests, or any personal items left in lockers.
- F. The pool chairs may be used on a first-come, first-served basis. Reserving chairs for other persons or personal items is not permitted.
- G. The Master Association is represented on a day-to-day basis by onsite lifeguards who have been instructed in the Pool Policy. Any conflicts shall be addressed with the Management Agent, who will bring the issue to the Board if it cannot be satisfactorily resolved. It is the responsibility of the Management Agent, designee and the lifeguards to adhere to and enforce the Pool Policy.
- H. The Master Association reserves the right to hold Licenses for Licensee use of the pool. All Licensees shall follow the guidelines outlined in these Guidelines.

IX. POOL CLOSURES

- A. The pool is subject to unscheduled closings in the event of health hazards or inclement weather.
- B. The protocols for closing the pool due to health hazards are:
 - (1) The pool will be closed when unsafe chlorine levels or pH balance conditions exist. Once corrected, the pool will be re-opened.
 - (2) The pool will be closed when contamination from vomit or excrement exists. Because the lifeguards must administer a "shock treatment" to the pool water, closure may be up to 6 hours. Once chlorine measures are at safe levels, the pool may be re-opened.
 - (3) The determination of whether normal chlorine levels are sufficient to kill harmful bacteria from inadvertent urination in the pool, and whether closure is necessary may be made by the lifeguards or the pool management company.

- (4) The pool will be closed when blood is found in the pool. Lifeguards will administer appropriate water treatments and re-open the pool when chlorine measures are at safe levels and proper pH balances are obtained.
 - (5) Pools will not normally be closed for vomit, excrement, urine, and/or blood found on the pool deck. Instead, the area will be cleaned up and sanitized with a chlorine scrub.
- C. The protocols for closing the pools due to inclement weather are:
- (1) In the event of thunder or lightning, the pool will be closed. After a consecutive thirty (30) to forty-five (45) minutes of no thunder or lightning, or such longer period of time as may be required by applicable law, the pool may be re-opened.
 - (2) In the event of heavy rain that clouds the water, lifeguards and the Management Agent or designee will close the pool if the water is too murky to see the bottom. Once the cloudiness has dissipated and the chlorine measures at the appropriate safe level, the pool may be re-opened.
- D. The protocols for closing the pool due to maximum occupancy are:
- (1) The Management Agent or the lifeguards will enforce occupancy requirements set forth by the City of Rockville or Montgomery County, Maryland or the State of Maryland for ensuring the safety of all Members and guests using the pool.
 - (2) Should the maximum occupancy be reached for the pool or pool area, the lifeguards may stop admittance to the pool or pool area immediately. The lifeguards will post a sign notifying members that the maximum occupancy has been reached. As others leave the pool area, additional persons will be permitted to enter the pool area.
- E. Adult Swim periods.
- (1) The Management Agent or the lifeguards will have the right to establish "adult-only swim periods" where children under the age of 14 will be required to leave the pool for such period. The "adult-only swim period" may be up to 15 minutes of every hour.

X. INDOOR CAFE

- A. Daily open use of the kitchen/bar space in the Community Center is available to all Members, Occupants, and Permanent Household Residents.
- B. The pantry and back storage rooms are not available.
- C. Use of the refrigerator is available for rentals upon request and approval by the Master Association or the Management Agent.

- D. Members must dispose of all trash in the proper receptacles. Refrigerator must be left clean after use. No personal food or beverages may be stored in the refrigerator. Management staff shall have the right to dispose of all food and beverages left in the refrigerator.
- E. The removal/rearranging of furniture in the kitchen/bar or pantry is not permitted without approval by the Master Association or Management Agent staff. If approved, the Member is required to leave the space in the configuration it was prior to such use by the Member.

XI. OUTDOOR GRILLING AREA

- A. The outdoor grilling area, including the gas grills, is available on a first come, first served basis.
- B. Events or gatherings where attendance may exceed ten (10) people require a Rental agreement to be executed by the Member. *See Attachment #1, Recreational Amenity Rental Application and Contract.*

XII. OUTDOOR FIRE PITS

Use of outdoor fire pits is permitted by Members, Occupants and Permanent Household Residents. A fire may not be left unattended and the Member, Occupant or Permanent Household Resident must make sure the fire is fully extinguished prior to departure.

XIII. ACTIVITIES ROOM, CLUB ROOM

- A. The Activities Room and Club Room in the Community Center may be used by Members on a first-come, first-served basis if available with exceptions.
- B. If the use of the Activities Room or the Club Room, or other areas of the Community Center is to be reserved for an event at which it is anticipated that more than ten (10) people will be attending, or if the event will exceed ninety (90) minutes, or if any set-up is required for the event, then the Member must enter into a Rental Agreement for the use of the applicable rooms. *See Attachment #1 – Recreational Amenity Rental Application and Contract.*
- C. All scheduled activities and events must meet the prior approval of the Master Association.
- D. Members reserving rooms are responsible for the proper disposal of trash and for any damage caused by the use of the reserved rooms or other areas of the Community Center during such event or the set-up or disassembly for such event.
- E. Equipment or furniture may not be moved or removed without prior approval from the Master Association or the Management Agent. If approval has been given, all removed and moved equipment and furniture must be returned to its original location.

- F. Members reserving space are required to leave the room in the condition it was found, including but limited to cleaning off table surfaces, chairs, carpets/flooring.
- G. Amplified music and/or sound in conjunction with activities must have the prior approval of the Master Association or the Management Agent.

XIV. FITNESS ROOM

- A. The Fitness Center is for the exclusive use of the Members, Occupants, and Permanent Household Residents. The Master Association monitors usage through key fob access. All users of the Fitness Center are required to check in at the lobby or swipe their key fob at the exterior entry points of the facility. Members, Occupants and Permanent Household Residents may be asked to present identification. If a Member wishes to bring a guest to the Fitness Center, then the Member must accompany the guest at all times while using the Fitness Center.
- B. Members and guests use the facility at their own risk and are responsible for obtaining medical clearance before using the facility and equipment. The Master Association assumes no responsibility or liability for any accident or injury in connection with such use.
- C. All persons using the facility agree to waive any and all claims against the Master Association and the Management Agent and shall not hold the Master Association or the Management Agent liable for any accident, personal injury, loss of personal property or any consequence resulting from the use of the facility.
- D. Persons under the age of 14 are only allowed in the facility with the prior written authorization of the Master Association. A parent or legal guardian must sign the Fitness Center Use Agreement on behalf of any resident between the ages of 14 and 17. The Master Association will consider applications, on a case-by-case basis, submitted by the parents of a child under the age of 14 who wishes to use the facility and may grant written authorization that permits a child under the age of 14 to use the facility when accompanied by an adult. The child's parents should submit written certification by a licensed personal trainer indicating that the under-aged child has been trained on and is competent to use the facility's fitness equipment.
- E. While using the facility, Members, Occupants, Permanent Household Residents or guests may not leave unaccompanied persons under the age of 14 in the facility or the Community Center.
- F. The Master Association should be notified immediately of any damaged or inoperative equipment.
- G. For safety reasons, leaning on or placing equipment against any mirrored walls is prohibited.
- H. Members are not permitted to bring any fitness equipment into the facility.

- I. When other persons are waiting to use any equipment, the use of any piece of equipment is not to exceed thirty (30) minutes.
- J. Lockers are provided in the men and women's restrooms near the facility, which lockers also serve the users of the pool. All lockers are available for daily use only, on a first-come, first-served basis. Permanent storage of personal items is not permitted. The Master Association is not responsible for lost or stolen personal items, or items left in lockers.
- K. Members are permitted to bring up to two (2) guests to the Fitness Center per month, but not more than one (1) guest at a time may use the Fitness Center. Members are responsible for ensuring their guests adhere to the rules governing the Fitness Center.
- L. Audio devices may be used only with headphones or ear buds while in the Fitness Center to avoid disturbing others.
- M. Weights, mats, or other equipment or furnishings may not be removed from the Fitness Center at any time.
- N. Members should limit the use of cell phones while in the Fitness Center to emergencies only.
- O. No individuals may charge fees for personal instruction, or for conducting classes, without the prior approval of the Master Association. Members may not bring personal trainers/instructors to the Fitness Center.
- P. Loud or offensive language and uncooperative behavior will not be permitted in the Fitness Center.
- Q. Appropriate shoes, shirts and athletic attire must be worn at all times while in the Fitness Center. Closed toe and heel rubber-soled shoes shall be worn at all times, except during specialized classes. No flip-flops are permitted within the Fitness Center.
- R. No smoking, food, gum or beverages (except water or sports drinks in plastic containers) are allowed in the Fitness Center.
- S. All equipment must be wiped off before and after each use with cleaning wipes.
- T. All equipment should be used properly to avoid excessive wear and tear, damage to the Fitness Center, the equipment and personal injury. Examples include, but are not limited to: 1) Put weights down gently on the benches and floor. 2) Consult posted instructions on proper use of equipment. 3) Avoid dropping and banging weights. 4) All free weights must be returned to the free weight storage rack. Please use the equipment in accordance with the manufacturers' recommendations.

XV. GENERAL USE LIMITATIONS FOR OUTDOOR FACILITIES

- A. Because safety is a primary concern, all persons using the multipurpose sports court, playground, dog park, outdoor grilling areas, fire pits, outdoor eating areas and the pool, as well as other recreation areas do so at their own risk and agree to abide by the rules for the use of the Recreational Amenities and these Guidelines. The Master Association assumes no responsibility for any accident or injury in connection with such use or for any losses or damage to personal property.
- B. The outdoor facilities and open spaces are open daily from dawn to dusk.
- C. Use of the outdoor facilities is available on a first-come, first-served basis.
- D. Play equipment should be used by the age group for which it was built.
- E. All children must play safely, including no horseplay.
- F. All trash must be disposed of in the appropriate receptacle prior to departure.
- G. No glass containers are permitted in any outdoor Recreational Amenities.
- H. Members are responsible for their actions and the actions of their Occupants, Permanent Household Residents and guests.
- I. The Management Agent or its designee has discretionary authority to enforce rules and maintain a safe and healthy environment. The Management Agent or its designee may ask anyone to leave the Community Center or any Recreational Amenity for infractions of the rules, improper conduct, or when safety is threatened.
- J. No outdoor Recreational Amenity shall be used when weather conditions indicate a thunder or lightning storm is imminent. All persons shall seek safe shelter at the sound of thunder or sight of lightning.
- K. No outdoor Recreational Amenity shall be used when icy, wet or snow covered. The pool shall not be used except when lifeguards are present.
- L. Pets are not permitted within the playground, pool or pool area.
- M. Dog owners/handlers are responsible for cleaning up after their dogs and for repairing any holes or other damage caused by their pets.
- N. Any outdoor Recreational Amenity may be closed at the discretion of the Master Association or the Management Agent for maintenance, adverse weather conditions, safety considerations, or community activities. The Master Association may reserve the use of these areas for Master Association programs and activities.
- O. The Master Association assumes no responsibility for loss or damage to personal belongings.

XVI. MULTIPURPOSE SPORTS COURT

- A. Use of the multipurpose sports court is available on a first-come, first-served basis.
- B. Digging in, removing or contaminating the surface of the multipurpose sports court is not allowed.
- C. As a courtesy, use of the multipurpose sports court shall be limited to sixty (60) minutes when other persons are waiting.
- D. No climbing on poles or hanging from net is permitted.
- E. Members and their guests assume all risks related to their use of this Recreational Amenity area.

XVII. DOG PARK

- A. All dogs must be legally licensed, vaccinated and registered in Montgomery County, Maryland, or the City of Rockville, as applicable.
- B. All dogs must be leashed and under the direct physical control of a person when entering and exiting the Dog Park. No spiked collars are permitted.
- C. Each Member using the Dog Park must always have sight of and control of their dog. No dog may ever be left unattended while in the Dog Park.
- D. Dogs in heat or under four (4) months of age are not permitted.
- E. No other animal types are permitted.
- F. Trash bags and receptacles are available at the Dog Park and Members are required to dispose of all dog waste.
- G. Any dog that exhibits aggression toward any person or another dog must be immediately leashed and removed from the Dog Park.
- H. Dog owners/handlers are responsible for cleaning up after their dogs and for repairing any holes or other damage caused to the Dog Park by their pets.
- I. No glass containers are permitted in the Dog Park.
- J. Users assume all risk related to the use of the Dog Park.

XVIII. FOOD, BEVERAGES AND ALCOHOL

- A. Because of the potential danger associated with glass containers and the potential breakage of glass containers, the use of glass containers on the Master Common Area

Parcels and in the Recreational Amenities by Members, Occupants, Permanent Household Residents and guests at the Community, is prohibited.

- B. In order to maintain the cleanliness and safety of the pool, no food or beverages are allowed in the pool itself; and all Members, Occupants, Permanent Household Residents and guests consuming food must do so in the eating areas and/or seating areas designed by the Master Association or the Management Agent.
- C. Alcohol is permitted to be served or consumed only in areas specifically designated by the Master Association or the Management Agent. All Members, Occupants, Permanent Household Residents and guests assume their own risk in the serving or consumption of alcohol within the Community. Offensive or disruptive behavior will not be tolerated and if this behavior is reported to or witnessed by the Management staff, the Member, Occupant, Permanent Household Resident and accompanying guest(s), if any, may be asked to leave the premises. Abuse of the alcohol usage policy may be reported to the Board and may result in fines and/or loss of usage of the Recreational Amenities.

XIX. REFUSE

Members are urged to assist in keeping the Master Common Area Parcels and Recreational Amenities clean and pleasant by disposing trash in appropriate receptacles.

XX. TOYS AND WHEELED EQUIPMENT

- A. No play equipment, including wagons, skateboards, rollerblades, skates, playpens, bicycles, or other wheeled vehicles (except wheelchairs, walkers, and strollers) are permitted inside the Recreational Amenities (to include patio areas of the Community Center) and pool area.
- B. No wagons, bicycles and other wheeled equipment shall be parked in front of any entrance to a Recreational Amenity nor in any manner obstruct access to any such entrance.
- C. Bicycles used by Members, Occupants, Permanent Household Residents and guests or employees of the Master Association or the Management Agent for transportation to and from the Recreational Amenities are permitted and encouraged. They shall only be parked and secured in the designated areas for the parking of bicycles. Each Member, Occupant, Permanent Household Resident or guest using a bicycle shall use and park such bicycle at such party's risk.

XXI. SMOKING

Smoking is not permitted in or around the Recreational Amenities or Grounds

XXII. LOUD AND OFFENSIVE LANGUAGE AND BEHAVIOR

Persistent loud or offensive language and behavior as determined by the Master Association, the Management Agent, Management staff or lifeguards is prohibited and may be grounds for disciplinary action by the Master Association, the Management Agent or lifeguards. Disciplinary action may include but is not limited to being asked to leave Recreational Amenities. Disciplinary action by the Board may include, but is not limited to suspension of privileges including suspension of the Membership privileges.

XXIII. FIREARMS, EXPLOSIVES, AND OTHER WEAPONS

Weapons of any kind are prohibited anywhere on Master Common Area Parcels, including, without limitation, anywhere within the Recreational Amenities.

XXIV. SALES

- A. No commercial advertisements or commercial/non-commercial flyers shall be posted or circulated in or around the Recreational Amenities or Grounds without prior Master Association approval, which may be withheld or given in the sole discretion of the Board.
- B. Neither the Recreational Amenities nor the Grounds may be used directly for commercial activity, to include but not limited to, the sale of products or services with the exception of professional photography which requires permission from the Master Association.

XXV. POLICY AND PROCEDURE CHANGES

- A. The Board reserves the right to amend these Guidelines at any time and for any specific reason.
- B. Members may direct questions, opinions, and suggested changes to the Master Association for consideration.