



House and Ground Rules
of the
Lake Forest Property Owners Association, Inc.

Adopted October 24, 2019

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I. Foreword

A. *Purpose.* These House and Ground Rules have been established to ensure the maximum enjoyment of the neighborhood by all residents, protect the investment of the Homeowner and make the neighborhood, as a whole, a place where owners take pride in the property. It is the principal responsibility of all trained management staff to assure you of all the courtesies, comfort and services to which you, as members of a private club, are entitled. To satisfy this responsibility, those staff members are obligated to enforce these rules and regulations for the good of all.

B. *Universal Application.* All owners, tenants, guests and pets are subject to these Rules. It is the responsibility of the members/owner(s) to notify family members, tenants and guests of these rules, and the member shall be held responsible by the Board of Directors for actions of the family/residents/guests in violation of these rules.

II. Definitions

A. *Children.* Children are defined as the natural offspring or adopted child of a member.

B. *Common Areas.* For purposes of these Rules, the common areas are those areas that are titled in the name of LFPOA.

C. *Good Standing.* A member in “good standing” shall mean a member whose account is current for payment of dues, charges and assessments, who is not suspended for Architectural violations, and/or who is not under disciplinary action under these Rules. Copies of Architectural Rules, including the Declaration, are available at the office of LFPOA and are posted on the member website.

D. *Guests.* Guests are defined as any person other than the member or the member's immediate family.

E. *Immediate Family.* “Immediate family” shall be understood to be limited to a spouse and - if residing with a member of his or her household - the mother or father of either, and dependent children under 21 and up to 25 if attending an educational institution as a full-time student

F. *Privileges.* The right to the use, be in or upon, the common areas of LFPOA, or otherwise exercise the benefits of membership.

G. *Rules.* The term “Rules” as used herein includes the Declaration of Covenants, Articles, Bylaws and notices posted in the common areas. These Rules are intended to supplement the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges (the “Declaration”) of the Lake Forest Property Owners Association, Inc. (“LFPOA”), the Articles of Incorporation of LFPOA, the LFPOA Bylaws, and any additional rules posted on the premises, as each of the same exist, and as may be amended from time to time. The contents of the Declaration, Articles of Incorporation, and the Bylaws may be viewed at the office of LFPOA, 1 Golf Terrace, Daphne, Alabama, 36526.

H. *Violations.* Violations of the rules will result in the assessment of a penalty. (See Section XVII, Disciplinary Action). The cooperation of all in complying with these rules will go far toward achievement of the quality operations we all desire.

III. House Rules General

A. *Use of Common Areas.* All members in good standing, in accordance with their membership agreements, upon payment of appropriate fees and charges, and their immediate family and guests, shall have the privilege to use of the LFPOA common areas pursuant to the Rules and others which may be adopted and certified by the Board of Directors of the Property Owners Association. The common areas of LFPOA are intended for use by Lake Forest members in good standing, immediate family, and authorized guests only.

B. *Hours of Use.* Use of the common areas is permitted during daylight hours only, with the exception of those areas which have established hours for use after dark (i.e. Yacht Club, 19th Hole, tennis courts, and pools when those have established hours after dark). The service hours in the common areas may be adjusted as necessary to serve the best interest of the LFPOA.

C. *Children in Common Areas.* Children under the age of 12 must be accompanied by a parent or responsible adult at all times while in or upon the common areas.

D. *Reservations.* Advanced reservations for luncheons and dinners are strongly recommended so that proper food and service preparations may be made; special arrangements may be made with LFPOA management.

E. *Trash.* The trash cans located on common areas is for related trash use only: no dumping of household trash, yard waste, or animal waste is allowed.

F. *Dress Code.* Dress throughout the common areas is informal. Swim attire, without proper cover-up, is not permitted in the Yacht Club, 19th Hole, golf course, or tennis center at any time. Shirts and shoes are required in all these facilities at all times.

G. *Conduct.* All members, immediate family, and guests should conduct themselves with propriety and good taste and in a decorous manner at all times. No loud, boisterous, offensive or unruly conduct, including profanity, will be allowed at any time. If any person using the LFPOA facilities shall exhibit such behavior, he or she shall be subject to immediate eviction from the premises as management deems appropriate under the circumstances. When using LFPOA facilities, all members, immediate family and/or guests must leave the LFPOA premises whenever requested to do so by management. Additional penalties may be imposed under these Rules.

H. *Hours of Operation.* All LFPOA facilities are generally open Tuesday - Sunday. Hours of operation may be adjusted seasonally by the management and will be posted on the official LFPOA website www.lakeforestdaphne.com/ and in each area of operation.

The facilities will be closed on Monday of each week unless a legal holiday falls on a Monday.

The Administrative office shall be open Monday - Friday from 8.30 a.m. to 4.30 p.m. except for holidays.

I. *Guests use of Common Areas.* Any household may bring up to four (4) guests to the LFPOA facilities, excepting a guest who is an opted-out resident of the LFPOA. Members are responsible for the conduct and dress of all their guests. All guests must be accompanied by a member or a member's immediate family.

J. *Board and Committee Meetings.* Only members in good standing may attend Board meetings or any meeting of a committee thereof unless specifically authorized or invited by the President or General Manager, or by a vote of the majority of the Board.

Recording of Board meetings, or Board committees, is prohibited unless specifically authorized by the presiding chairperson. The Board determines that the recording by members of meetings of the Board, or of

any committees designated by the Board, is disruptive to the order of meetings, chills the free and open discussion by members of matters on the Board's agenda, and encourages grandstanding by members with their own agendas. Furthermore, members attend such meetings to express their personal situations and information and often have an expectation that what they say will not be published elsewhere since LFPOA is a private, not public, entity.

To address these problems, to assure the confidentiality of matters discussed at meetings, and to protect the privacy of the members and their families, the Board prohibits the recording of meetings by any means and in any manner.

To aid in accomplishing this proscription, the use of the following recording devices and aides are strictly prohibited: tape recorders, Dictaphones, laptops, iPhones, iPads, Android or similar devices, tablets, two-way radios, cameras (including those with interchangeable/detachable lens or external flash), personal computers, audio/visual recording devices including but not limited to Google Glass, Spectacles, GoPro, and any other visual, voice or sound/audio recording devices.

As a further protection against a breach of confidentiality or a publication of proprietary materials, a member violates these Rules if he or she divulges, disseminates or otherwise publishes to a non-member, all or any of the Association's financial statements or reports, any agenda for a Board meeting, any minutes of Board or committee meetings, or any recording of such a meeting, including by prohibited means, by stenographic means or by means intended to produce near verbatim accounts of such meetings.

The release of such prohibited materials, or information therefrom, to non-members is a violation whether such information or materials are given directly to a non-member or by means of technology, including but not limited to microblogs such as Twitter, social media websites (e.g. Facebook), email, text messaging, instant messaging, video- or audio-sharing sites, podcasts and the like.

IV. Corporate Records.

1. The Corporation shall maintain an approved records request form, which may be updated from time to time by the Board of Directors. The approved records request form shall include a list of documents available for inspection by appointment. The listed documents shall be kept in a "common documents" binder in the Office.
2. A member in good standing who requests access to records of the Corporation shall be provided by management or staff the approved records request form for completion.
3. Upon receipt of the completed records request form, the Corporation's management or staff shall schedule a time for viewing the common documents. If the requests if for other documents, management may seek to locate the requested records.
4. The Corporation's management shall respond to the request within 10 business days by notifying the requesting member that the records are available for inspection by appointment, that the records as requested cannot be produced either because no such records are known to exist, they contain information deemed confidential, or that additional time is needed to complete the research.
5. If management determines that the request cannot be met either because no such records are known to exist or that they contain information deemed confidential, management shall make such records available for inspection that exist and/or such portions of the requested records that do not contain confidential information.

6. All reviews of records produced shall take place at the Corporation's office. Scheduling of meetings with members requesting records shall be in management's discretion, taking into account other needs of the property and staff availability, as well as the member's convenience.
7. Requests for copies of records shall be determined by management in its discretion.
8. Management shall not be required to create reports or summaries which do not otherwise exist unless otherwise authorized by the Board.

Personnel files, confidential information in members' accounts, proprietary information, and similar type information as designated by the Board shall not be disclosed by management absent prior approval by a vote of the Board of Directors. Attorney/client communications shall only be disclosed by management except upon prior approval by a vote of the Board of Directors and written approval by the Corporation's attorney.

V. Membership Cards

The head of the household and his/her spouse shall be issued a membership card. Cards for junior members over 12 years of age may be obtained from the LFPOA secretary at the current charge.

Members shall not lend or give their cards to others for any reason. Failure to comply could lead to disciplinary action and/or loss of privileges. Loss of cards should be reported immediately to the office at which time a new card will be ordered.

Cards must be presented to receive service.

VI. Property Damage or Removal

Members shall be liable to the LFPOA for all LFPOA property that is damaged, destroyed, or removed by them, their immediate family, or their guest(s).

VII. Food & Beverage, and Other Service

No food or beverage may be consumed at any common area unless purchased through the food and beverage department.

People under 21 years of age will not be permitted to purchase or consume alcoholic beverages on LFPOA property. The LFPOA will refuse the sale of alcoholic beverages to any individual deemed by management to be in a state of intoxication.

Slow, unsatisfactory, rude or improper service should be reported immediately to the manager or delegated personnel so that he/she may assess responsibility and correct the problem. Members, immediate family, and/or their guests shall not reprimand any employee.

VIII. Parking

For vehicle parking related to the use and enjoyment of the common areas, such vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the common areas. All vehicles shall be parked within permitted limits or within designated areas or other marked boundaries for such vehicles. All vehicles are restricted to paved surfaces, including the street, driveways and defined/approved parking areas on the property. There shall be no parking or routes of passage across any other portions of the property including

all lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances and regulations, including the Declaration of Covenants. No boats, campers, trailers, etc. may be stored on the common areas without the express, written permission of the Board. Improperly parked vehicles will be fined and towed at the owner's expense.

IX. Animals

No pets are allowed in any common area building, pool area or other fenced in area. Pets must be leashed or attended when on LFPOA property - animals shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. The person accompanying the animal must remove animal waste deposited on common areas and rights-of-way.

X. Fireworks

Use of fireworks is prohibited on common areas unless such use is allowed under the applicable laws and provision for their use has previously been approved by LFPOA management. Normally, this permission is limited to special observances, such as the Fourth of July or similar observances. Specific arrangements must be made for safety and fire precautions prior to approval.

XI. Billing

Monthly statements will be mailed or sent electronically to members at the last known address of the member on/or near the 20th day of each month. Payments will be due on the receipt of statements and will be considered delinquent if not received by LFPOA within thirty (30) days of being sent according the LFPOA records. If a member's account becomes 60 days delinquent, membership privileges will be suspended. If delinquency continues, appropriate action will be taken.

XII. Yacht Club & Harbor Rules

In addition to the terms stated in these Rules, the following rules have been established for the protection and preservation of the Yacht Club and Harbor, and for the enjoyment of the Association members, immediate family, and guests. Additional rules shall be posted on site. In the case of a conflict, the more restrictive rule applies. These Yacht Club and Harbor rules shall apply to anyone using the Yacht Club and Harbor facilities. Any infractions of these rules, as determined by management, will subject the offender to disciplinary action by Association management as set out in these Rules.

Before any Boat is stored at the Yacht Club, the owner must enter into a written agreement with LFPOA and pay any fees required thereunder. All Boat owners, individual or joint, of Boats occupying Lake Forest Yacht Club slips (including dry storage) must be a Yacht Club and Marina member or LFPOA property owner.

LFPOA reserves the light to amend or cancel any rules and regulations of the LF Yacht Club if, in the opinion of LFPOA, the amendment or cancellation is necessary for the proper management, safety, care or cleanliness of the facilities or for the good order therein, and such is binding on the Boat Owner.

All agreements to store a Boat on LFPOA property is a license granting use of space only, such space to be used at the sole risk of Owner, and LFPOA shall not be liable or responsible for the care or protection of boats (including gear, equipment and contents) or any loss of damage of whatever kind or nature to the boat, its contents or equipment however occasioned. Nothing herein, nor in the written agreement with a Boat owner, shall create a landlord/tenant relationship.

As a condition of allowing a Boat owner to store a Boat on common area, the Boat owner agrees that the storage shall be subject to Ala. Code § 35-12-6 which provides that LFPOA is regularly engaged in the business of performing storage services upon boats (including trailers, fittings and contents) left in its custody. Subject to the provisions of the Code and these Rules, if a Boat owner fails to pay fees, violates this Section or other Harbor Rules, or otherwise violates the written agreement with LFPOA, the property shall be deemed unclaimed and LFPOA may make disposition of such property in any manner LFPOA sees fit after notice to the owner 10 days prior to the disposition. The notice may be made by letter mailed to the owner's last known address, by advertisement in a local newspaper of general circulation, or by posting at the courthouse. LFPOA, its agents, representatives or attorney shall have no liability to the boat Owner or LFPOA Member for complying with this paragraph.

Boat owners in violation of these Rules, any Harbor Rules, or the written agreement with LFPOA, shall be subject to the Boat (including trailer, fittings, and contents) being removed at LFPOA's request by a commercial storage firm and immediate cancellation of their lease after thirty (30) days written notice. Such costs shall be the responsibility of the Boat owner. If a Boat owner's account should become more than sixty (60) days past due, the owner will be notified by written notice at the owners last known address that his/her/their boat will be removed, sold, or disposed of in thirty (30) days unless payment is made in full. Should this occur, the Boat owner(s) will be responsible for all incurred expenses. LFPOA, its agents or employees, shall not be responsible for any damage or loss to any Boat owner of a Boat so removed. The owner will be responsible for all incurred expenses, including removal and storage.

All boats occupying Lake Forest Yacht Club slips must carry a minimum of \$100,000 liability insurance and provide proof to LFPOA management.

Attorney's fees and Expenses. If a breach occurs, or a Boat appears in a neglected condition, and LFPOA refers the matter to its attorney, the Boat owner shall be responsible to pay all legal fees and costs associated with the breach, including court costs.

Waiver. Boat owner waives all rights of exemptions under Alabama law.

Boats that are, in the opinion of the LFPOA management, in a neglected condition may be removed, sold or disposed of in accordance with these Rules after thirty (30) days written notice of defect to the Boat owner. Boats that are, in the opinion of the LFPOA management, in a sinking condition may be removed immediately. All costs incurred by LFPOA shall be the responsibility of the Boat owner(s).

All boats must be registered annually with the state of Alabama if stored in dry storage or in a wet slip. In addition, all boats must be seaworthy (have the ability to float, maneuver under power) and meet all current U.S. Coast Guard Regulations and Requirements.

Other terms and conditions of the use of the common areas in the House and Ground Rules of LFPOA apply to Boat owners and their guests. Additional rules applicable to Boat owners are set out in the Lake Forest Yacht Club Harbor Rules and the agreement executed by the Boat owner. LFPOA reserves the right to enforce these Rules, the Harbor Rules and the agreement as it deems necessary and prudent, in its discretion.

LFPOA members will receive priority over non-voting non-resident members in assignment of slips and dry parking. Renewal of reservations shall include review of the waiting list to ensure LFPOA members' needs are addressed and met.

Lake Forest Yacht Club slips used for commercial purposes must have prior permission of the LFPOA General Manager.

The boat ramp area is within the Marina lease agreement with the City of Daphne and may be used by the general boating public. LFPOA personnel, if on duty, may assist LFPOA Members and Boat owners who have entered into a written agreement for Boat storage with LFPOA.

All slip rental owners have access to the restroom facilities at the Yacht Club during Yacht Club *normal* operating hours. Those facilities are not public.

If there is an impending Hurricane, all Boat owners with a vessel in the water shall be advised to remove the boat from the marina. If the Boat owner does not comply and the vessel breaks loose, the LFPOA shall seek restitution for any damage it may cause. In such situations, LFPOA reserves the right to remove the vessel at the Boat owners' expense, but LFPOA has no legal obligation to do so.

XIII. Golf Course

In addition to the terms stated in these Rules, the following rules have been established for the protection and preservation of the golf course and for the enjoyment of the Association members, immediate family, and guests. Additional rules shall be posted on site. In the case of a conflict, the more restrictive rule applies. These Golf rules shall apply to anyone using the golf facilities. Any infractions of these rules, as determined by management, the golf professionals or golf marshal, will subject the offender to disciplinary action by Association management as set out in these Rules. All members are responsible for the conduct of their immediate family and guests.

A. General Rules

The golf professional on duty or his/her designee (the "golf professional") is in charge of all use of the golfing facilities. Play or use may not commence without the approval of the golf professional. All players must start on #1 tee unless specific permission is obtained from the golf professional.

The golf professional will provide a starter, as needed, to assign starting positions to groups who are present and ready to play. Any prescheduled, but missed, tee time will be rescheduled by the golf professional or starter.

The golf course will be patrolled to enforce rules and keep play moving. The 90 degree Golf Cart Rule will be in effect at all times with the exception of Cart Path Only play days. Those individuals not conforming to rules and regulations may be asked to leave the course either by the golf professional or the marshal. Adequate patrolling of the course is a responsibility of the golf professional.

Foursomes are the desired and appropriate group play and have priority over all other groups provided they keep pace with other groups. (Rule 6/7 Slow Play) Onesomes, twosomes and threesomes must not push on duly formed foursome or fivesome. If they wish to let them through, they shall do so.

Slow players who are delaying play behind them and who have one open ahead must allow the faster players to play through, (Rule 6/7 Slow Play). All tournaments must be authorized by the golf professional.

Players looking for lost balls must allow closely following players to play through and must observe the USGA rules of golf definitions (6/7 Rule #27 Lost Balls).

Players shall not hit until players ahead are out of range. More than one player may not use the same set of clubs. Players shall replace divots and repair ball marks on green. Players shall foot tamp divot holes and fill

with sand. Sand traps must be raked and smoothed after playing out.

All litter shall be put into proper receptacles provided for this purpose.

Purchase of golf balls or equipment on golf course is prohibited.

The presence or consumption of alcoholic beverages other than that which is purchased from LFPOA is prohibited.

The operation of motorized vehicles and bicycles on any part of the golf course is prohibited except for maintenance vehicles and golf carts. Non-players are not allowed on the golf course during hours of play.

Unattended children under the age of 14 are not allowed to play the course unless approved by the golf professional

Starting tee times are available on the 18-hole course on all days the course is open.

Starting times are required on the weekends and holidays and will be reserved upon individual requests to the pro shop beginning Thursday a.m. for Saturday, Friday a.m. for Sunday and two days prior to any holiday.

Persons not able to meet scheduled tee times should cancel by calling the pro shop. Continued failure to do so will result in discontinuing the individual's right to a tee time.

No permanent or standing tee times will be issued to any individual or groups except in instance of the Men's & Ladies Golf Associations and other miscellaneous tournaments approved by the golf professional, wherein the golf professional or staff is responsible for the tournament organization and the handling of entry fees. Any deviations from this rule must have the express approval of the golf professional.

Weather and season permitting, the golf course will be open at 7:00 a.m. to dusk Tuesday through Sunday and holidays. The golf professional may adjust hours during seasonal play.

The use of golf carts and play on the course during adverse weather conditions is subject to the discretion of the golf course superintendent or the superintendent's designated agent.

On those days when the course is saturated with water, the golf course superintendent or the superintendent's designated agent will place a sign on #1 tee indicating carts are to run on cart paths only. This is to prevent serious damage to the fairways.

Monday play will not be permitted unless authorized by management for a tournament. If a holiday falls on a Monday, the course will be open for normal play.

Daily receipts will be issued to all players and must be presented upon request by authorized personnel.

No one is allowed to cut over from #3 fairway to #13 and from #5 to #11 unless authorized.

No balls except your own may be retrieved from the lake at #17.

Any negligent or malicious damage to the course, its equipment, or property should be promptly reported by cart number to the golf professional and/or LFPOA staff or the marshal.

Inappropriate behavior and/or vulgar language is strictly prohibited

B. Guest Privileges

A member is responsible for the conduct of their guest(s). Guests must be registered and cart and green fees paid prior to play.

Any member desiring guest to play without member's presence in the playing group shall inform the golf staff of their guest's name, date and time of play. The golf professional will either approve or disapprove of the request at that time. House guests will pay the posted fees for house guests. All guests are subject to all Association rules and regulations.

C. Wearing Apparel

Member and guests playing golf are to be properly attired in golf clothes. Short shorts, gym shorts, sweatshirts, sweatpants, tee shirts, cutoffs, tank tops or strapless blouses are prohibited.

Male golfers must wear collared shirts, mock collared or golf T-shirts. Only soft spike golf shoes or soft soled flat shoes are allowed on the course. Playing barefoot is prohibited.

D. Special Playing Times

A specified period on Tuesday & Thursday mornings will be reserved for Men's Day. A specified period on Wednesday mornings will be reserved for the Ladies Golf Association paid entry fee competition. A specified period on Friday mornings will be reserved for the Senior couples' paid entry fee competition.

The above specified playing times may be periodically modified by the golf professional to accommodate outside golf tournaments.

The course will be open to other players each day after these groups have cleared and permission is obtained from the pro shop.

E. Power and Hand Carts

The Association will supply golf carts on a rental basis.

Private golf carts are permitted to be used upon payment of established cart trail fees. Co-owners of carts must each pay a trail fee. Each cart will be assigned an individual identification number for the life of the cart. This ID number, issued in duplicate, is to be affixed to each side of the private golf cart. The trail fee payment sticker must be displayed on the front of the private cart.

Members owning private carts are responsible for insuring that any member riding with them who has not paid an annual cart trail fee has paid a cart rental fee for that day. The pro shop has been instructed to bill private cart owners violating this rule.

Golf carts (rented and/or privately-owned) and hand carts shall be used in such a manner as to prevent damage to the golf course. No person without a valid driver's license may operate an Association owned or privately-owned golf cart unless under the supervision of a responsible adult.

Members are asked to use the cart paths as much as possible and must do so when sign is posted on #1 tee. The Ninety (90) Degree Rule will be observed at all times. Golf carts must be kept on cart paths around all greens and tees and in no instance is a golf cart to be driven behind the green, nor to the sides of the green. Cart paths are provided for this purpose. Carts are to be kept a minimum of 30 yards from any tee or green unless on cart path.

Members must be in good standing to purchase an annual trail fee.

Private carts must be registered in the Golf Shop and inspected annually.

The issuance of handicap flags must be approved by the General Manager or golf professional. Members with handicap flags will be allowed no closer than 30 feet from any green. When designated Cart Path Only Play, this rule applies to all members with or without handicap flags.

At no time are hand carts to be pulled on the fringes of greens, or between sand trap and greens. This also applies to hand carried bags as well.

F. Practice Area

The driving range will be open when the pro shop opens and will close one and one-half hours before dark. The driving range is closed on Monday. The driving range will also close early on Sunday for maintenance purposes.

The practice range must be used for hitting practice balls and for golf lessons. The course shall not be used for this purpose.

Range balls will not be used on golf course or practice putting green.

G. General Considerations

No fishing, swimming or boating in any pond, lake or stream is permitted within the confines of the golf course.

Golfers must stop at all road crossings.

All local, modified, or temporary rule changes will be posted in the pro shop. Permanent rules will be posted in golf carts.

No jogging, biking, walking or any activity other than golf is permitted during hours of play.

XIV. Swimming Pool Rules

In addition to the terms stated in these Rules, the following rules have been established for the protection and preservation of the swimming pools and for the enjoyment of the Association members, immediate family, and guests. Additional rules shall be posted on site. In the case of a conflict, the more restrictive rule applies. These swimming pools rules shall apply to anyone using the swimming pools facilities. Any infractions of these rules, as determined by management, will subject the offender to disciplinary action by Association management as set out in these Rules.

Pools are available to all members in good standing, their immediate family and guests.

LFPOA members and renters (those who have become LFPOA members) must register at the LFPOA office for entry card. The fee is \$5.00 for the first card and \$10.00 for an additional card. Limit per household must not exceed 2 pool cards.

Sharing of Pool Pass Entry Cards with the general public or with member not in good standings is not allowed and could lead to loss of pool privileges. Tampering with any Access Gate is prohibited.

Households of members in good standings can invite up to 4 total guests per day.

Damage to property or grounds could lead to suspension from use and other disciplinary action. Damage is defined to include vandalism or misuse of personal or real property.

No one under the age of 16 allowed without adult supervision.

All bathers must shower before entering pool

No alcoholic beverages, glass or food allowed, and no tobacco products - this includes cigarettes, cigars, smoking pipes, vaping, chewing tobacco, snuff, or other similar product.

Diving is prohibited.

People using the pool are expected to be courteous to others. This includes, but is not limited to, refraining from playing loud music, rough play, profanity, or engaging in any other activity that hinders the use and enjoyment of the pools by others.

Pets are not allowed in the pool area.

Do not enter pool if you have an open cut, you are ill with diarrhea or nausea, or have a contagious condition. Swim diapers are required for all children who are not toilet trained.

All Pools are under camera surveillance.

XV. Tennis Rules

In addition to the terms stated in these Rules, the following rules have been established for the protection and preservation of the tennis facilities and for the enjoyment of the Association members, immediate family, and guests. Additional rules shall be posted on site. In the case of a conflict, the more restrictive rule applies. These tennis facilities rules shall apply to anyone using the tennis facilities. Any infractions of these rules, as determined by management, will subject the offender to disciplinary action by Association management as set out in these Rules.

All members or immediate family must sign in and register guests and pay proper fees. Correct starting time must be recorded.

Players must wear regulation tennis shoes. Playing barefoot is not permitted. It is necessary to wear proper tennis attire. i.e. shirts, shorts, dresses and skirts. Playing without shirts will not be permitted, No tank tops or cutoff shorts are allowed. Sleeveless shirts for men & women are allowed, but they must conform to proper tennis attire.

The tennis courts will be used only for the purpose of playing tennis. No skateboarding, roller blading, baseball, etc.

No consumption of food, alcohol or use of tobacco or tobacco products on tennis courts - this includes cigarettes, cigars, smoking pipes, vaping, chewing tobacco, snuff, or other similar product.

Any member or guest considered to be detrimental to court safety or enjoyment may be requested to leave the court by the LFPOA management. Inappropriate behavior and/or vulgar language is strictly prohibited.

The instructional lesson court will vary from time to time and be determined and reserved by LFPOA

management.

All tennis courts can be reserved for tournaments, exhibition matches, league matches and socials by LFPOA management.

Courts may be held for no longer than one (1) hour for singles and one and one-half (1 ½) hours for doubles, when others are waiting to play, except in the case of scheduled league match play.

Lights will be turned off at 10:00 p.m, unless a sanctioned event supervised by LFPOA management.

Tennis members have priority.

Special rules, procedures and instruction of a local nature may be required from time to time and will be posted by LFPOA management.

LFPOA management has full authority to enforce tennis regulations.

XVI. Lake Rules

The only boats allowed in the lake should be small, such as canoes, kayaks, skiffs, etc. Only electric motors are allowed on boats. No skiing is allowed in lake.

XVII. Disciplinary Action

The following applies to all violations (other than failure to timely pay dues, charges and assessments and for Architectural violations, which are dealt with elsewhere).

A. *Preamble.* It is the sincere hope and desire of Association management and the Board of Directors that there will be no need to levy disciplinary action or penalties against members, immediate family, or guests. However, for the protection of those who abide by the rules and the prestige of the Association, management must be firm in assessing penalties against those who violate Association rules and regulations.

B. *Homeowner Complaints - Self Help.* If you are disturbed by the actions of other residents, members, immediate family or guests, you may wish to make a personal contact with the offending party to make them aware of the situation. Often a friendly reminder resolves the situation. If the grievance is not rectified after talking with the other party, you may submit a written complaint to the LFPOA Management.

C. *Written Complaint to Board for Violations.* If a member or immediate family member believes that one or more of the Association rules have been violated, he/she may submit a written complaint to the Board of Directors. Complaints must identify the specific rule or rules suspected of being violated, identify, as best as can be determined, the person(s) violating, and contain an explanation of the facts and the date of the suspected violation. The complaint must be signed and dated by the party submitting the complaint.

D. *Board Response.* As soon as is practicable, the Board will consider the complaint and make a determination as to whether any rules have been violated and if any further action is necessary to stop the violation and/or whether disciplinary action is appropriate. The Board will inform the complainant of the Board's decision where practicable.

E. *Informal Notice of Violation.* If the Board or management determines that a violation of a rule has likely occurred, the Board or management may, in its sole discretion and without limiting any other remedies available, send written notice of violation to the offending party and the owner of the lot which that person

occupies if that person is not the owner, specifying the particular rules being violated and suggesting a specific remedy or course of action to be followed by the offending party for redressing or alleviating the situation. The informal notice shall also specify that a suspension of privileges and/or an assessment may be imposed on the offending party and/or the member. Nothing herein shall require the Board and/or management to make informal notice prior to imposing penalties or damage assessments for the same acts or omissions.

F. Formal Notice of Violation and Opportunity for Hearing. When any penalty or damage repair assessment is made against any person or lot, the Board of Directors will notify the resident and/or member in writing, by first class mail or email, at their last known address, of the penalty and/or damage repair and the reason or reasons therefor. The formal notice shall state that the resident or member shall have fifteen (15) days to make a written request for a hearing before the Board of Directors to have the matter reviewed. This request shall be made in writing to the Board signed by the resident or member, and shall include the following: it must identify the specific notice received from LFPOA and contain an explanation of the facts and the date of the alleged violation. The request for hearing must be signed and dated by the party submitting the request for hearing and contain his or her address (and their Lake Forest address if different), as well as a telephone number and email. The contents of the request for hearing must comply with these requirement(s) or there will be no hearing – in the discretion of the Board.

If no request for hearing is made, the penalty and/or damage assessment will remain effective and the monetary penalty will (i) be enforceable against the property owner/member, and (ii) be enforceable against the Lot, and, if an assessment for damage, (iii) begin to accrue interest at the rate of 12 % per annum until paid in full. If a request for hearing is properly made, the Board shall schedule a meeting with the homeowner within twenty-one (21) days of the receipt of the notice of request of hearing to review the matter. At the hearing, all parties shall have a reasonable opportunity to be heard at the hearing, subject to the Chairman's responsibility to maintain order and decorum.

The decision of the Board shall be final.

G. Penalties. The following actions/penalties or assessments against a member, resident or family member are available to LFPOA management and/or the Board:

- Removal of the person(s) from the premises.
- Letter of warning and reprimand.
- Notifying law enforcement when, in the discretion of LFPOA authorized personnel, it appears a violation of the law has occurred.
- Suspension of one or all Association privileges for one week.
- Suspension of one or all Association privileges for one month.
- Suspension of one or all Association privileges for six months.
- Assessment against the member for any damage caused, or necessary repairs, by the member, his/her/its immediate family member(s), or guest(s).

The selection of the penalty will depend upon the severity of the violation and is in the discretion of management and/or the Board. If the violation constitutes a recurring violation, management and/or the Board shall take into account prior violations and/or the continuing nature of the violation(s).

H. Alternative Remedies. Nothing in this Section shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provision of the various Association documents, including, but not limited to, legal action for damages or injunctive relief.

XVIII. Interpretation of Rules. The Board shall have the right to determine all questions arising in connection with these Rules and to construe and interpret the provisions of the Rules, and its good faith determination, construction or interpretation shall be final and binding. The determination of management or the Board, as the case may be, as to non-compliance and/or violations, shall be in writing signed by the Board's representative, or management, and shall set forth in reasonable detail the reason for its decision or interpretation.