

**CERTIFICATE OF RECORDING
THE AMENDED AND RESTATED RULES AND REGULATIONS
OF
ST. ANDREWS TOWNHOMES**

The undersigned, the President and Secretary of St. Andrews Townhomes Homeowners Association, Inc. do hereby certify that the attached document is a true and accurate copy of the Amended and Restated Rules and Regulations of St. Andrews Townhomes as of **June 23, 2022**.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, and its Secretary and its corporate seal affixed this 21 day of June 2022.

WITNESSES:

**ST. ANDREWS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

Print Name: Raymond Flowers
Print Name: Julie C. Bled

By: Benoit Moranville, President
Print Name: Benoit Moranville

WITNESSES:

**ST. ANDREWS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

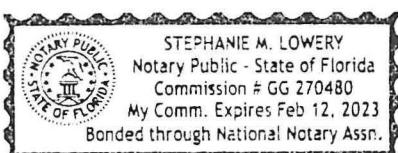
Print Name: Raymond Flowers
Print Name: Julie C. Bled

By: Viveca Karabatsos, Secretary
Print Name: VIVECA KARABATOS

STATE OF FLORIDA
COUNTY OF St. Lucie

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5078707 08/02/2022 04:22:44 PM
OR BOOK 4868 PAGE 875 - 885 Doc Type: REST
RECORDING: \$95.00

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [X] physical appearance or [] online notarization, by Benoit Moranville, the President of St. Andrews Townhomes Homeowners Association, Inc. who [] is personally known to me or who [] has produced as identification this 21 day of June 2022.



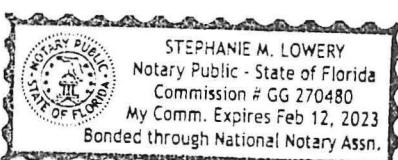
Notary Public, State of Florida

Print Name

My Commission Expires: 02/12/23

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [X] physical appearance or [] online notarization, by Viveca Karabatsos, the Secretary of St. Andrews Townhomes Homeowners Association, Inc. who [] is personally known to me or who [] has produced as identification this 21 day of June 2022.



Notary Public, State of Florida

Print Name

My Commission Expires: 02/12/23

**AMENDED AND RESTATED RULES AND REGULATIONS
OF
ST. ANDREWS TOWNHOMES AND VILLAS**

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. **ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:** No Lot owner shall make any alteration or addition to the Common Areas, or to the exterior of their Lot, or any structural modification to their Lot, without the prior written consent of the Architectural Control Board ("ACB").
2. **AIRCONDITIONING:** No air conditioning equipment other than equipment originally in the Lot is permitted, including wall or window air conditioning units, without the written consent of the ACB.
3. **BUILDING EMPLOYEES. CONTRACTORS AND DEVELOPER'S EMPLOYEES:** No Lot owner or member of their family or guest shall give orders or instructions to Association employees or contractors, but rather shall express their desires to the person designated for this purpose by the Board of Directors.
4. **CHILDREN:** Each Lot owner shall be solely responsible for the actions and any damage caused by their children or children visiting them. Lot owners shall be responsible for their children and visiting children to comply with all rules and regulations set forth.
5. **EXTERIOR APPEARANCE:** No improvements may be made or placed upon the exterior of any Lot or on any of the Common Areas without the prior written approval of the ACB. Any consent of the ACB to any improvement to be made on the exterior of any Lot, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the ACB
 - A. **CLEANLINESS:** Each Lot owner shall maintain their Lot, and especially the exterior of their Lot, in a clean and orderly manner, and in a manner which will not be offensive to any other Lot owner.
 - B. **ROOF:** No person shall be permitted upon the roof of any building without, the prior written consent of the Association.
 - C. **ANTENNAS AND WIRING:** No exterior antennas, aerials or wiring may be placed or installed on the Common Areas without the prior written consent of the ACB. No Lot owner shall install or permit to be installed on their dwelling electrical wiring, television or radio antenna, machines, or air conditioning equipment, which may protrude through the roof or walls of their dwelling or the building without an ACB Consent. Satellite dishes are allowed to be installed with ACB approval for placement authorization only.
 - D. **SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Lot owner on any part of the outside or inside of any Lot so as to be visible from outside of the Lot, or upon any portion or part of the Common Areas or Association Property without the prior written consent of the ACB.
 - E. **GARGAGES:** Garages shall only be used as a storage for automobiles and other uses authorized herein and shall not be permanently enclosed or converted to other uses. All Garage doors must be closed, except when vehicles are entering and exiting from the Garage. Each Owner shall be responsible for maintaining

his/her own Garage opener in good working order at all times at the Owners expense.

F. **LAWN/OUTDOOR ORNAMENTS:** No Lot owner shall be permitted to have statues, benches, water fountains, tree ornaments, without prior approval of the Association (ARB).

G. **PLANTINGS:** No plantings of whatever nature shall be made by any Lot owner upon any Common Areas or Association Property, including your backyard without the prior written approval of the ACB.

6. **HURRICANE PREPARATIONS:** Each Lot owner who plans to be absent from their Lot during the hurricane season must prepare their Lot prior to departure by:

- A. Removing all furniture, plants, and other moveable objects from the exterior portion of their Lot.
- B. Designating a responsible firm or individual to care for their Lot should the living unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the same of said firm or individual.
- C. Any Lot owner failing to make hurricane preparations and /or making improper preparations shall be held responsible for any damage done to the property of other Lot owners and/or to the Common Areas resulting from such failure.

7. **DAMAGED COMMON AREAS:** The cost of repairing damage to Common Areas, including but not limited to the buildings and landscaped areas, caused by a Lot owner or their guests or invitees, shall be the sole responsibility of such Lot owner

8. **NO DRYING:** No portion of the Committed Property other then inside the unit and not visible to the exterior or within the garage shall be used as a drying or hanging area for any laundry of any kind.

9. **PERSONAL PROPERTY:** The personal property of Lot owner shall not be stored or left within or upon other portions of the Common Areas or Association Property or above your fence. written approval of the ACB 27.

10. **GARBAGE AND TRASH DISPOSAL:**

- A. Garbage, refuse, trash, or rubbish shall be stored in a container with a lid to protect it from any wildlife and view from the street or another Lot.
- B. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition inside the garage of homeowner.
- C. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. All trash cans must have lids attached.
- D. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P.M. the evening before collection.
- E. Beginning September 1, 2022, St. Lucie County will not collect garbage in plastic bags unless the bag is in a container.
- F. Emptied receptacles or uncollected refuse shall be promptly removed from curbside and placed inside your garbage out of view.

11. **ANIMALS AND PETS:**

- A. No reptiles, livestock, animals, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, and common household pets not to exceed two (2) in number. The keeping of a dog or other domestic pet is not a right of an Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors, in its sole discretion, upon a finding that a dog or other animal is vicious, is annoying to other residents,

or has in any way become a nuisance. The owner of an animal assumes liability for all damage to persons or property caused by the animal or resulting from its presence upon the Property.

- B. Animals shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.
- C. Animals are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an appropriate manner.
- D. The owner of an animal shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by their animal(s).

12. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls, doors, or roof of buildings without the prior written consent of the ACB. Terraces, balconies, porches, or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches, or patios except with the prior written consent of the ACB.

13. GUNS: No guns shall be permitted to be discharged on any portion of the Common Area or Association Property, except as a might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida.

14. GAS CONTAINERS: No gas tank, gas container, or gas cylinder (except those placed by the Developer or its designated successors and assigns or approved by the ACB in connection with permanent barbecues and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house. Gas tanks, gas containers, gas cylinders and barbecues are strictly prohibited on the Common Areas including Clubhouse and Pool/Spa deck.

15. COMMERCIAL VEHICLES, TRAILERS, CAMPERS, AND BOATS:

- A. No commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to park or be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages.
- B. Small pick-up trucks, vans and sports utility vehicles of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks, and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, and shall also include all trucks with ladders or similar type equipment.
- C. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.
- D. No vehicle which is unlicensed or inoperable may be kept or stored on the Property, unless kept fully enclosed inside a garage.
- E. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.
- F. No moving trucks that are considered an eighteen (18) wheel truck will be permitted on the premises at any time.

16. **STREET PARKING:** No vehicles or trailers of any kind shall be permitted to be parked or stored at any time on any roads or street within the Property except in designated parking spaces.
17. **OVERNIGHT PARKING:** No overnight parking will be permitted on the streets or in front of the Clubhouse unless in designated spots along the side of the pool facing flow of traffic or either end of the development. Vehicles parked overnight will be towed at owners' expense. Any vehicle(s) will be towed at the owner(s) expense between 11:00 PM to 6:00 AM.
18. **PASSAGEWAYS:** Sidewalks, entranceways, passageways, vestibules, and all other portions of the Common Areas must at all times be kept free of obstruction and encumbrance and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or other objects shall be stored or kept in or upon such areas. No resident or guest shall block the sidewalk with their vehicle(s).
19. **VEHICULAR AND PEDESTRIAN TRAFFIC:** All vehicular and pedestrian traffic being in and/or operating upon the Common Areas or Association Property shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed Limit of 10 m.p.h.
20. **DELIVERIES:** The Association shall not be responsible for the theft, conversion, disappearance, loss, or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss, and damage of and to such items.
21. **SERVICE PEOPLE:** No Lot owner shall permit any service people, whether for purposes of maintenance, repair, replacement, or improvement, to work in their Lot before 8:00 A.M. or after 9:00 P.M.
22. **SOLICITATIONS:** There shall be no solicitation permitted by any persons anywhere in or about the Common Areas or Association Property for any cause, charity or for any purpose whatsoever, unless specifically authorized in writing by the Association.
23. **LEASING:**
 - A. Any Lot Owner wishing to lease their unit MUST own and live in their home for a period of twelve (12) months not less than one (1) year before leasing.
 - B. No lease may be made for less than a twelve (12) month period. All leases must be in writing through the Management company and submitted to the Board for approval.
 - C. No more than one (1) lease for the rental of a Lot may commence during any calendar year.
 - D. Lot Owners are required to provide to the Association the Owner's current mailing address, together with the names and contact telephone numbers of those residing on the Lot.
 - E. Any Lot Owner wishing to lease their unit must inform the Management Company with an application.

F. Each Lot Owner shall be responsible for the acts and omissions of any person residing on their Lot, and for all guests, and invitees of the Lot Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Lot Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the By-Laws, by any resident of any Lot, or any guest or invitee of a Lot, or any guest or invitee of a Lot Owner or any resident of a Lot, shall also be deemed a violation by the Lot Owner, and shall subject the Lot Owner to the same liability as if such violation was that of the Lot Owner.

24. **SELLING:** Any Lot Owner wishing to sell their unit must inform the Management Company. It is the responsibility of the Lot Owner to give to the buyer a copy of St. Andrews Townhomes Governing Documents on or before closing. If for any reason the Lot Owner does not have St. Andrews Townhomes Governing Documents, a copy will be provided by the Management Company for a fee.

25. **SCREENING COMMITTEE:** A Screening Committee shall consist of a minimum of two (2) people, one of which will be a Board Member, to meet new residents and review community guidelines with a fee of \$75-100

26. **NOISE:** No Lot owner shall make disturbing noises in the building or allow sounds to emanate from their Lot, or permit their family, servants, employees, agents, visitors, or licensees to do so. All unnecessary noises such as the playing of pianos and other musical instruments and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

27. **NUISANCES:** A Lot owner shall not permit anything to be done or kept in their Lot which will increase the insurance rates on their Lot, the Common Areas, or any portion of the Association Property or obstruct or interfere with the rights of other Lot Owners or the Association. A Lot owner shall not commit or permit any nuisance, immoral or illegal act on their Lot, the Common Areas or Association Property

28. **INTERIOR:** No homeowner shall remove walls or other major construction in your dwelling without permission of the city of Port St. Lucie. Valid permit if needed must be shown.

29. **COMPLAINTS:** All complaints of Lot owners shall be made in writing and delivered to the person designated for such purpose by the Board

30. **HOLIDAY DECORATIONS:** Major holiday decorations will be permitted during the month of that holiday. No decorations will be allowed on top of any Owners roof at any time. All decorations must be removed from each Lot within Fourteen (14) days after said holiday has ended. No exceptions.

32. **CODE OF CONDUCT:** The Board Meetings are to be conducted in a professional manner per Robert's Rules of Orders. No abusive behavior (to Board Members and/or other Resident's) in any manner will be tolerated as the person will be asked to remove themselves or the Board will have them removed by law enforcement.

GENERAL RULES FOR USE OF RECREATIONAL FACILITIES:

- **RECREATIONAL FACILITIES:** Use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members'.
- The use of the recreational facilities shall be regulated from time to time by the Board of Directors for St. Andrews Townhomes Homeowners Association, Inc. Rules and regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to ensure the proper use of the facilities Additional rules and regulations may be, in or upon the recreational facilities. It shall be the responsibility owners and their guests to apprise themselves of same.
- Private use of the recreational facilities must be arranged through, and only after written permission has been granted by, the Board of Directors, such use may be conditioned upon the Lot-owner depositing a reasonable amount with the Association to pay for cleaning and damage to the recreational facilities, caused by such use. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.
- One (1) Key Fob will be issued to each Owner. Each Key Fob will allow admittance into the facilities such as clubhouse, gym, and pool. One (1) Additional key fob may be purchased for \$10.00 from our Management Company.
- Renters are not allowed to use the Amenity Facilities unless they have written approval from the owner.
- NO ALCOHOLIC BEVERAGES are permitted to be sold or consumed within the recreational facilities.
- Animals, bicycles, skateboards, roller blades or scooters are NOT permitted in the recreational facilities; including the pool area, except within the specific area(s) designated by the Board or as otherwise authorized by the Board. Any service animal will be allowed by the Board as required by law.
- Bicycle(s): All residents utilizing the recreational must park their bicycle(s) at the bicycle rack in front of the Clubhouse. Any bicycle place on the fence will be removed immediately.
- Use of Fireworks of any kind is prohibited.
- Smoking, including cigarettes, cigars, pipes, and vaping is prohibited within the recreational facilities except for designated area(s) outside ONLY.
- Use of loud, profane, or abusive language while using the recreational Facilities is prohibited.
- Vehicles must only be parked in the designated parking areas within the recreational facilities. Parking in front of the clubhouse is not permitted unless you are using the recreational facilities. NO OVERNIGHT parking is permitted. Any vehicle(s) will be towed at the owner(s) expense between 11:00 PM to 6:00 AM.
- No boating, swimming, or wading shall be permitted in any lake or canal existing within or contiguous to St. Andrews.
- **RESIDENTS ARE REQUIRED TO ENSURE THAT THEIR GUESTS ADHERE TO THE RULES AND REGULATIONS.**
- Any Board of Director may remove a person from the recreational facilities along with closing the pool/spa area based on inclement weather, over capacity, abusive language, or the failure to adhere to the rules and regulations.

******FOR SECURITY PURPOSES*****
CLUBHOUSE/FITNESS CENTER/POOL & SPA AREA ARE
UNDER 24 HOUR SURVEILLANCE

CLUBHOUSE RULES:

- **Hours of Operation: 6:00 AM to 9:00 PM**
- Owners are permitted to have a maximum of four (4) guests per household within the CLUBHOUSE ONLY within operating hours. Exceptions can be made if approved in advance by the Board of Directors. Requests must be submitted in writing.
- Children under the age of sixteen (16) years old MUST be accompanied by an adult at all times while using the Clubhouse.
- The a/c thermostats should not be adjusted.
- No wet attire from the pool area is allowed inside the clubhouse
- The clubhouse may be rented at the discretion of the Board through the application process. Applications may be picked up in the clubhouse or on Caliber. There is a \$100.00 non-refundable fee for the clubhouse rental and a \$200.00 security deposit due at the time the application is submitted. To receive a full refund of your security deposit the following must be completed:
 - **Ensure that all garbage is remove**
 - **Remove all displays, favors or remnants of event**
 - **Restore the furniture and other items to their original position**
 - **Wipe off counters, tabletops and sink area**
 - **Replace garbage liner**
 - **Floors clean and/or mopped and/or vacuumed if applicable**
 - **Ensure that no damage has occurred to the clubhouse or other recreational facilities**
 - **NO GARBAGE OR RECYCLABLE items may be place in the clubhouse recycle bin**
 - **NO pinning, nailing of any decorations to the walls when decorating for an event**
 - **WHILE RENTING THE CLUBHOUSE, USE OF THE POOL IS NOT PERMITTED**
 - **IF ANY ALCHOLIC BEVERAGES IS TO BE PRESENT, PROOF OF HOST LIQUOR LIABILITY INSURANCE MUST BE PROVIDED WITH COMBINED SINGLE LIMIT COVERAGE OF \$500,000 WITH RESPECT TO INJURIES, DEATHS, OR DAMAGES.**
 - **All rental applications MUST BE SUBMITTED within two (2) weeks of date requested**

POOL RULES:

- **Hours of Operation: DAWN TO DUSK**
- Swimming from DUSK to DAWN is strictly PROHIBITED Nighttime swimming is prohibited.
- Each owner's key fob will allow entry into the gated pool area from **DAWN to DUSK**. Please be advised that the fence is locked from **DUSK to DAWN**. Anyone caught inside the fenced area will need to contact the BOARD to exit.
- **NO MORE THEN TWENTY-SEVEN (27) PEOPLE MAY BE IN THE POOL OR POOL AREA AT ANY GIVEN TIME.**
- All guests must be accompanied by a resident. Only four (4) guests per household are permitted at any time within the pool area.

- Unsupervised children under the age of sixteen (16) are prohibited in the pool. A legal guardian must be present at the pool area with any child.
- Children in diapers are required to wear (swimmers) rubber-lined swim diapers as well as a swimsuit when using the pool.
- Swimmers must shower before entering the pool
- Proper swim attire must be worn while using the pool
- Animals are strictly prohibited on the pool deck, pool area and spa including the clubhouse. Any service animal will be allowed as required by law.
- Furniture and other items located in the pool area may NOT be removed.
- Tables, chairs, and lounges can NOT be reserved for use. All furniture is first come first served.
- Any table vacant with items unattended can be removed by the Boards discretion.
- **All umbrellas MUST BE CLOSED after use. If you open it, then please close it.**

Thank you

- No wet attire is allowed inside the clubhouse
- Smoking including cigarettes, cigars, pipes, and vaping is prohibited around the pool area except within designated area(s).
- Bicycles strictly prohibited on the Pool/Spa area.
- **ANY PERSON(S) CAUGHT PERFORMING ANY INAPPROPRIATE ACTS WITHIN THE POOL/SPA AREA WILL BE BANNED FROM ALL FACILITIES WITHIN ST. ANDREWS TOWNHOMES.**
- **NO FLOATS, LARGE BALLS OR THROWING OF ANY BALL IS ALLOWED IN THE POOL AREA**
- **NO RUNNING, JUMPING, PUSHING, DIVING OR HORSEPLAY IS ALLOWED IN THE POOL AREA AND IS STRICTLY PROHIBITED**
- **NO FOOD, ALCHOLIC BEVERAGES, SODAS, GUM, CANDY IS ALLOWED IN THE POOL AREA.** Only plastic water bottles allowed in the pool area.
- **NO GRILLS OR ANY TYPE OF GLASS ARE ALLOWED ON THE POOL DECK**
- **NO RADIOS OR LOUD MUSIC IS ALLOWED IN THE POOL AREA.**

WARNING: NO LIFEGUARD ON DUTY* SWIM AT YOUR OWN RISK**

SPA RULES:

- **Hours of Operations: DAWN TO DUSK**
- Use of Spa from **DUSK to DAWN** is prohibited. Nighttime spa use is prohibited
- Each homeowner's key fob will allow entry into the gated pool area from **DAWN to DUSK**. Please be advised that the fence is locked from **DUSK to DAWN**. Anyone caught inside the fenced area will need to contact the BOARD to exit.
- **ONLY TWO (2) GUESTS PER HOUSEHOLD ARE PERMITTED IN THE SPA AT ANY TIME.**
- All guests must be accompanied by a resident.
- Unsupervised children under the age of sixteen (16) are prohibited in the spa. A legal guardian must be present at the pool area with any child.
- Swimmers must shower before entering the spa
- Animals are strictly prohibited on the pool deck, pool area and spa including the clubhouse. Any service animal will be allowed by the Board as required by law.
- **NO RUNNING, JUMPING, PUSHING, DIVING OR HORSEPLAY IS ALLOWED IN THE SPA AREA AND STRICTLY PROHIBITED**

- **NO FOOD, ALCHOLIC BEVERAGES, SODAS, GUM, CANDY IS ALLOWED IN THE SPA AREA.** Only plastic water bottles allowed in the pool area.
- **NO GRILLS OR ANY TYPE OF GLASS ARE ALLOWED ON THE POOL DECK**
- **NO RADIOS OR LOUD MUSIC IS ALLOWED IN THE POOL AREA**
- **NO MORE THEN NINE (9) PEOPLE MAY BE IN THE SPA AT ONE TIME**

WARNING: NO LIFEGUARD ON DUTY* SWIM AT YOUR OWN RISK**

FITNESS CENTER RULES:

- **Hours of Operation: 6:00 AM to 9:00 PM**
- Each homeowner's key fob will allow entry into the fitness center via front of the clubhouse or back of pool deck.
- Only residents and two (2) guests per household allowed to use the fitness center
- Use of equipment is at your own risk. Neither Management nor the Association is responsible for any injury that may occur. Please use the equipment properly and follow any directions accordingly.
- Proper attire must be worn including shirts and sneakers. No bathing suits, wet or dried allowed. Open footwear is strictly prohibited.
- Equipment must be wiped down after each use.
- Unsupervised children under the age of sixteen (16) are prohibited from using the Fitness Center, however children between the ages of sixteen (16) and eighteen (18) may use the center if accompanied by a legal guardian.
- **No food, alcoholic beverages or glass containers are allowed in the fitness center**
- Smoking cigarettes, cigars, pipes, and vaping is strictly prohibited inside the fitness center.
- Electronic devices, such as radios, televisions etc., may be used only with the use of a headphone. The volume of the device must not disturb another person.
- Animals are strictly prohibited in the fitness center. Any service animal will be allowed by the Board as required by law
- No Running, Horseplay or obnoxious behavior is permitted within the fitness center.
- Do not place any weights on equipment including the benches.
- If possible, always use a spotter.
- **Any fitness center equipment is not to be removed**
- All persons should be respectful of others using the fitness center and should therefore limit their use of any one piece of equipment to allow use by others.
- Please turn off fans if you are last person in the fitness room

BE ALERT:

- **THE IMPROPER USE OF THE FITNESS EQUIPMENT IN THE FITNESS CENTER COULD CAUSE SERIOUS INJURY OR DEATH.**
- **PRIOR TO USING THE EQUIPMENT, PLEASE READ THE WARNING LABEL AND INSTRUCTIONS TO EACH MACHINE**

- IMMEDIATELY REPORT ANY PIECE OF EQUIPMENT THAT IS NOT FUNCTIONING PROPERLY TO THE BOARD OR MANAGEMENT SO THAT IT MAY BE EVALUATED AND SERVICE PROPERLY.
- DO NOT ATTEMPT TO USE OR FIX ANY PIECE OF EQUIPMENT THAT IS NOT FUNCTIONING PROPERLY
- WITH ANY WORKOUT REGIMEN IT IS ALWAYS SUGGESTED TO CONSULT WITH YOUR PHYSICIAN BEFORE USING ANY EQUIPMENT.

****IN THE EVENT OF AN EMERGENCY OR SUSPICIOUS ACTIVITIES PLEASE CALL 911****

SUSPENSION OF RESIDENTS PRIVILEGES:

- THE USE OF THE RECREATIONAL FACILITIES IS SUBJECT TO SUSPENSION IF A RESIDENT AND/OR HIS OR HER GUEST DOES NOT ADHERE TO THE RULES AND REGULATIONS.
 - First Offense – Verbal Warning of the Violation. The warning will be recorded with the Management Company.
 - Second Offense – Written Warning of the Violation. The warning shall be recorded with the Management Company.
 - Third Offense – Suspension of Privileges. Key Fob can be deactivated per Board of Directors up to one (1) year per offense.
 - The Association reserves the right to pursue any and all other remedies for violations. This is not the exclusive means of enforcement