

Edgebrooke Village II HOA

Resolution of the Board of Directors Re: Pool Facility Rules and Enforcement Procedure

The following resolution has been adopted by the Board of Directors of EDGEBROOKE VILLAGE II HOMEOWNERS ASSOCIATION, INC. (the "Association"), at a duly held meeting on May 31, 2023.

RECITALS

- A. The Association and all Lot Owners are subject to the Declaration of Covenants, Conditions and Restrictions of Edgebrooke Village II (the "Declaration").
- B. In accordance with the Declaration, the Association is generally charged with the responsibility of the control, operation, safety, insurance, maintenance, repair and replacement, and improvement of the Common Areas, as well as to establish reasonable Rules to govern the use of the Common Areas.
- C. The Community Pool and Ramada (the "Pool Facilities") are part of the Common Area for which the Association is responsible and is empowered to establish, add, remove, and/or modify reasonable Rules regarding its use by Owners and their tenants and guests.
- D. The Board has historically established and enforced Pool Facility Rules, and now desires to update such Rules and establish uniform enforcement procedures applicable to such Rules.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Association does hereby ratify and approve the following Pool Facilities Rules and uniform enforcement policy and procedures specific to violations of the Pool Facilities Rules, which shall replace and supersede any and all prior Rules previously adopted. **The effective date of the Pool Facilities Rules and Enforcement Policy and Procedures is June 15, 2023.**

POOL FACILITIES RULES

1. "Pool Facilities" shall mean the entire area enclosed within the pool fencing on the Common Area, including the following:
 - a. The pool
 - b. The cool deck surface around the pool
 - c. The Ramada
2. Pool Facilities are open from 6 am to 10 pm Monday through Sunday. Entry into or use of the Pool Facilities outside of the open hours shall be considered trespassing, subject to immediate removal, and involvement of law enforcement.
3. There is no lifeguard on duty. All users (including children & guests) use the Pool Facilities and swim in the pool at their own risk.
4. Owner assumes the risk & liability for himself/herself and all Owner's family, guests or tenants entering and using the Pool Facilities, and agrees to indemnify and hold harmless the Association, its directors, officers, and/or its management agent (the "Association Parties") from all loss, liabilities, damages and costs (including attorney's fees and court costs) that any or all of the Association Parties may suffer or incur as a result of the actions of Owner or Owner's family

- (including children), Owner's guests or tenants, or as a result of Owner's families' (including children), Owner's guests', or tenants' failure to comply with these Pool Facilities Rules.
5. Only residents of Edgebrooke Village II and their bona fide guests are permitted to use the Pool Facilities. All guests must be accompanied by a resident. All users of the Pool Facilities are required to verify residency, or, in the case of family and guests, the identity of the responsible Owner or resident, upon request from the Association, its management agent, and or any Director or Officer. Unauthorized users of the Pool Facilities, or users who refuse to provide proper verification of residency or guest status, shall be considered trespassing, subject to immediate removal, and involvement of law enforcement.
 6. An access card must be used to enter the Pool Facilities. The gate shall not be propped open at any time.
 7. Children under the age of 14 shall be accompanied and supervised by a parent or other responsible adult (18 years of age or older). Unattended children will be subject to immediate removal, and involvement of law enforcement.
 8. No pets are allowed inside the Pool Facilities. Requests for Accommodations for Support Animals in accordance with State and Federal Fair Housing Acts should be directed to the Association's Board of Directors or management agent.
 9. No diving into the pool is allowed. No running within the Pool Facilities is allowed. No bicycles, scooters, skates, skateboards, or similar toys or equipment are allowed in the Pool Facilities. No glass is permitted within the Pool Facilities.
 10. Food may be consumed in the Ramada area only.
 11. No nuisances to neighboring Lot Owners or other users of the Pool Facilities are allowed. Nuisances include but are not limited to profanity, noise makers, fireworks, and loud music. Any prolonged sound or noise greater than 75 decibels as measured from the nearest portion of the Pool Facility perimeter fence shall not be allowed under any circumstances.
 12. Ramada reservations are required for parties over 10. In the event of a Ramada reservation the use of the Ramada may be limited exclusively to the reserving resident and their party, but the remainder of the Pool Facilities remain available to all residents and their guests.

ENFORCEMENT POLICY AND PROCEDURES

13. Any Owner or resident may report violations of the Pool Facilities Rules to the Association. The contact information for the Association's management agent or other designated representative of the Association shall be posted at the Pool Facilities.
14. Upon notification of possible violation of the Pool Facilities Rules, the report will be investigated by the Association's management agent or other designated representative. The Association will act reasonably and timely in investigating complaints concerning possible violations of the Pool Facilities Rules, and the management agent or other designated representative will attempt to resolve the alleged violation within 30 minutes of receiving the complaint.
15. Upon verification of a violation of the Pool Facilities Rules, the Association's management agent or other designated representative may issue a verbal request to immediately address, correct, or remediate the violation. If the verbal request to address, correct, or otherwise remediate the violation is ignored or the violation is not adequately resolved, the individual(s) causing the violation may be asked to immediately leave the Pool Facilities. Failure of an individual to leave the Pool Facilities upon request, shall be considered trespassing, and will be subject to involvement of law enforcement.
16. Verified violations of the Pool Facilities Rules will be subject to a follow-up written warning notification to the responsible resident or Owner, if identified.

17. Any second infraction during the same season will be subject to a written notice of violation and an opportunity for a hearing with the Board. After completion of hearing, the Board may take one or more of the following actions:
 - a. Imposition of a fine not to exceed \$100.00 for each separate confirmed violation of the Pool Facilities Rules.
 - b. Suspension of Pool Facilities Use for no more than 60 days (includes deactivation of access card and denial of Ramada Reservations).
 - c. Referral of matter to legal counsel for appropriate legal action.
18. Any Owner, resident, family member, tenant or guest of an Owner or resident found in the Pool Facilities during a period of suspension will be subject to additional fines in the amount of \$100 per occurrence without further written notice.