

Costa Hermosa Residences

Rules, Regulations, And Restrictions

First Edition - July 2017

The purpose of these Rules and Regulations is to ensure that the appearance of the Costa Hermosa Residences community remains consistent with the intent and design of the original community and to enhance and protect the value, desirability, and attractiveness of the property. Maintaining the planned character and beauty of the property will serve to ensure that Costa Hermosa Residences are a desirable place to live and enhance property values. These rules represent Costa Hermosa's best effort to provide a pleasant environment with clear, enforceable rules. The goal at Costa Hermosa Residences is to maintain our upscale community in a clean, safe, and well-managed manner.

The rules listed below and on the following pages are set forth by the Costa Hermosa Residences Bylaws. These rules are enforceable by the Management and the Board of Directors.

Useful Definitions:

Condominium: Your form of property ownership in which each owner holds title to his/her unit, plus a fractional interest in the common areas of the multi-unit project.

Unit: This is your space in which you live.

General Common Areas: These are those portions of the property used by all of the unit owners. Everything that is not a unit is a General Common Area. For example, the General Common Areas include, in addition to the land, such items as foundations, slabs, recreational facilities, reception area, hallways, stairways, and elevators.

What you are responsible for when you are an owner at Costa Hermosa Residences:

- All interior aspects of your unit from the exterior wall inwards
- Your roof and related flashings and vents
- All windows and doors, including screens
- Your deck or patio
- Your exterior railings and balconies
- Your drains
- Your electric and all lines individually servicing your unit and metering of same
- Your water and all pipes individually servicing your unit
- Your sewer and all pipes individually serving your unit
- Any cable, telephone, and private internet connections associated with your unit

BE AWARE THAT ANY AND ALL CHANGES TO ANY PORTION OF THE UNIT MUST HAVE THE PRIOR APPROVAL OF THE BOARD

Nuisances:

1. **Unsightly:** No rubbish or debris of any kind shall be dumped, placed, or allowed to accumulate upon any portion of the Common Areas, nor shall any nuisance or odors be allowed to exist or operate upon or arise from the Common Areas so as to render any portion thereof

unsanitary, unsightly, offensive, or detrimental to any person using any other parts of the Common Areas;

2. **Offensive Activities:** Noxious or offensive activities shall not be carried on or in any part of the Common Areas, and each owner, his or her family, tenants, guests, invitees, and servants shall refrain from any act or use of the Common Areas which could cause disorderly, unsightly, or un-kept conditions, or which could cause embarrassment, discomfort, annoyance, or a nuisance to others, or which could result in a cancellation of any insurance for any portion of the Common areas, or which would be in violation of any law or governmental code or regulation.
3. **Violent Behavior, Firearms, and Weapons:** No owner or guest shall exhibit any form of violent or intimidating behavior in any common area. Likewise, such conduct shall not be visible from any common area or visible from another unit. Any display or use of a firearm or weapon in a common area is strictly prohibited. Also, it is forbidden to display or use a firearm or weapon that may be seen from a common area or another unit.

Pets:

1. **Breeding:** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any owner upon any portion of the Common Areas.
2. **Animal Housing:** No structure for any pet's care, housing, or confinement shall be constructed or maintained on any part of the Common Areas.
3. **Leashes:** Pets shall be on a leash at all times when walked or exercised on the Common Areas
4. **Permitted Animals:** No animals, except cats, dogs, and birds, shall be kept in any unit. Each unit may only maintain one dog, one cat, and one bird.
5. **Vicious Animals:** Trained attack and guard dogs are prohibited. Vicious animals are not permitted.
6. **Barking:** Dogs are not permitted to create an excessive barking nuisance.
7. **Cats:** Cats are not permitted to roam around the Common Areas

8. **Pet Waste:** Pets are not allowed to defecate or urinate in common areas. However, if that occurs, the owner must pick up the waste immediately.
9. **Pet Waste Disposal:** Pet waste must be disposed of in the unit owner's trash receptacle.

Trash and Recycling:

1. **Container Placement:** Trash cans, recycling containers, and bulk trash items may not be placed outside a unit if visible to the public.
2. **Large Bulk:** The homeowner must arrange for special pick up of large discarded items and bear the cost of such pick-ups.
3. **Spilled Containers:** Unit owners are responsible for picking up their trash/recycling if it is spilled, blown, or otherwise deposited onto the common grounds and disposing of it in a proper container or receptacle.
4. **Construction Debris:** The removal of construction debris, hazardous waste, and paints is the unit owner's responsibility. Such items may be deposited in the complex refuse area.
5. **Trash Can Storage:** Owner trash containers may not be kept in any area visible to the public. There are garbage dumpsters located outside the east wall. Please separate recyclables and close and lock the door when finished.

Traffic Regulations, Parking, and Vehicles:

1. **Recreational Vehicles:** Motorized dirt bikes, quads, mini-bikes, and motorized scooters are expressly prohibited from operating on all Common Areas, except in the parking garage/carport areas with the exclusive purpose of parking.
2. **Non-Permitted Vehicles:** No trailers, boats, recreational vehicles, trucks, campers, or motorized toys are permitted on or in the Common Areas.
3. **Parking:** Parking outside of your designated space is prohibited.
4. **Blocking Access:** Parking in such a manner as to impede or prevent ready access to any parking, entrance, or living area is prohibited.
5. **Car washing:** Washing and repairing vehicles are prohibited within the community.

- 6. Storage:** No inoperable vehicles may be stored in the parking area. Vehicle storage shall be defined as any vehicle in disrepair or does not maintain license plates, maintain inspection tags, or maintain registration documents. (Examples of an inoperable vehicle include, but are not limited to: extensive sheet metal damage resulting from an accident, missing or broken safety equipment including headlights, windshields, and flat tires).
- 7. Commercial Vehicles:** Oversized commercial vehicles are not permitted to be parked within the community. Oversized commercial vehicles are defined as a vehicle that will not fit within a standard-size parking space. However, quick loading and unloading of oversize commercial vehicles are permitted.
- 8. Street Parking:** Parking, loading and unloading, passenger pick-up, and drop-off are permitted in the street only in the appropriate designated parking/standing areas.
- 9. Hazardous Vehicles:** No motor vehicle shall be left in a condition that could constitute a fire hazard or safety hazard.
- 10. Auto Maintenance:** Automobile servicing or repairs, such as oil changes, engine repairs or overhauls, draining or flushing of radiators, liquids, or any other fluids of a vehicle are expressly prohibited.
- 11. Fluid Leaks:** Vehicles with oil or other fluid leaks are prohibited from parking in the community's parking garage and Common Areas.
- 12. Parking Spaces:** Your vehicle must fit in your parking space and not affect your neighbor's space or the common areas. Oversized vehicles may not be parked in the garage if they intrude on an adjacent parking space.
- 13. Storage Cubes:** Portable storage cubes and dumpsters are not to be placed in the Common Areas or Parking Area at any time.
- 14. Car Alarms:** Car alarms that repeatedly go off or alarms that do not automatically shut off after an allotted interval are prohibited.

Common Areas:

- 1. Damages:** Each owner is liable to the Association for any damage to the common areas, including any damage sustained to the common areas or improvements to the common areas made as a result of the negligence or misconduct by the owner, the owner's family, pets, tenants, guests, servants, or contractors.

2. **Sidewalls:** Residents will not drill, nail, or otherwise penetrate common area walls for any purpose.
3. **Solicitation:** No solicitations from private or outside parties are allowed on the property, including the distribution of flyers, advertisements, pamphlets, door-to-door sales, or other such methods. Please report this type of violation to the Management immediately.
4. **Skates/Roller Blades:** Skateboard, roller-skating, or other such devices are not allowed on pavers, walkways, streets, parking garage, or any other common area facility.
5. **Common Doors:** Never prop open/unlock a common area door, or perimeter gate, or elevator door, as doing so defeats the purpose of the security systems in place within the community. Carport garage gates are not to be left open or left ajar at any time except for when in use. The pedestrian access door will be closed and locked between 6 p.m. and 6 a.m. All persons must enter through the lobby during these hours.
6. **Child Age Limit for Recreation:** Parents and guardians are responsible for the conduct of their children. Children under 12 must not be allowed in the pool unless they are accompanied by an adult.
7. **Noise:** Unnecessary noises or boisterous conduct is not permitted, including, but not limited to, televisions, radios, and other sound-emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all. Quiet hours are in effect from MIDNIGHT to 7:00 a.m. Security will enforce this rule.

8. Guests: Owners will be responsible for any and all actions of their guests, lessees, contractors, employees, and anyone on the premises by their instruction, invitation, or permission.

a) All individuals entering the complex that is not owners or renters must leave photo identification with lobby security, which can only be retrieved upon their departure;

b) All visitors must be greeted at the lobby by the owner or renter that is in care and control of the guest and then escorted back to the lobby upon the visitor exiting the complex;

c) For all delivery or unit repair contractors expected, security in the lobby must be informed in advance to avoid confusion as to which unit requires said service.

d) Visitors may not enter through the parking lot. Visitors must enter via the lobby.

9. Obstructions: There shall be no obstruction of the Common Areas, nor shall anything be stored in or upon the Common Areas.

10. Construction: No Unit Owner shall build, plant, or maintain any matter or thing upon, in, over, or under the Common Areas.

11. Storage: Nothing shall be done or stored in any unit or in or upon the Common areas, which will increase the rates of insurance of any building or the contents thereof, or which will be in violation of any law.

12. Laundry: Laundry of any kind is prohibited from being hung or displayed outside on any balcony or clothesline that can be viewed from the street or the common area.

13. Signs: No signs, satellite dishes, or radio or television antennas shall be affixed or placed upon the sidewalls, balconies, windows, or Common Areas.

14. Burning or Cutting: Nothing shall be burned, chopped, or cut, in, over, or above the Common Areas.

15. Holiday Decorations: Decorations for major holidays may be reasonably displayed around a unit. All decorations must NOT be put up more than four (4) weeks before the holiday and must be removed within two (2) weeks after the holiday.

16. Planting: No owner is permitted to plant any tree, flowers, or foundation plants in the Common Areas.

17. Association Property: Residents and their guests may not borrow or remove any equipment or property belonging to the Association.

18. Personal Effects: No unattended beach chairs, lounges, or umbrellas shall be left around the pool or Common Areas

19. Parties or social functions: The Association or the Board must preapprove any special event that requires the use of a Common area.

20. Odors: No odorous substances shall be emitted upon or about the property in such quantity as to be readily detectable outside the physical boundaries of the space within which such odor was generated.

21. Emergencies: Should an emergency occur, the Management, contractors, and all other types of emergency personnel shall have the authority to enter your unit using forcible entry, if necessary.

22. Pest Control: The entire complex is sprayed with a pest control product every Tuesday between 7 p.m. and 8:30 p.m. Please keep all windows and doors closed during this period.

Use of Unit:

- 1. Units and Common Areas Use:** No Unit or Common Area shall be used for any purpose other than a private residence.
- 2. Structural Work:** No work shall be permitted which will impair the structural integrity of any unit or building or which will structurally change any unit. Owners must obtain permission from the Board for any construction done in the units to ensure the building's structural integrity.
- 3. Draperies:** Draperies, blinds, curtains, or other window coverings are required on all windows. The backing, linings, or other surfaces of the same visible from the exterior must be beige, off-white, or white.
- 4. Signs:** No sign or signs shall be placed on any part of the unit or Common Area advertising the unit for sale, rent, or lease, or any other purpose whatsoever.

Leasing:

- 1. Lease Copies:** Owners must furnish copies of all leases to the Management before the term or period that the lease begins.
- 2. Documents:** Every Lease must expressly state that the unit owner has provided the tenant with a copy of these Rules and Regulations.

Insurance:

- 1. Required Insurance:** Each owner may, but is not required to, maintain property insurance against losses to personal property, upgrades, or improvements located in their unit, and liability insurance against any liability resulting from any injury or damage within the unit. The Association's complex insurance policy does not provide coverage against any of the foregoing.
- 2. Subrogation:** All Owners hereby waive all rights of subrogation against the Association. Any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer. A failure or inability of an Owner to obtain such a waiver shall not defeat or impair the waiver of subrogation rights between the Owners and the Association set forth herein.
- 3. Diminution:** No Owner shall separately insure any property covered by the Association's property insurance policy as described above. If

any Owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, and the owner will be liable to the Association to the extent of the diminution. The Association may levy reimbursement assessment against the Owner's Condominium to collect the amount of the diminution.

Modifications:

- 1. Exterior Modifications:** No owner or resident may modify the unit's exterior without conforming to all modification regulations. If no standards are set forth, the written approval of the Board of Directors prior to any modification being started must be obtained.
- 2. Grade:** No improvement shall materially alter the existing topography of the property or the surrounding area or adversely impact the existing drainage in and about the area to be improved. The owner is responsible for assuring that no such effect upon lawn areas, topography, or drainage occurs.
- 3. Construction Damages:** Any area damaged or disturbed by the construction of the proposed improvement shall be restored to its original condition at the sole cost and expense of the owner. Complete restoration and repair shall be promptly done. The owner shall maintain the improvement and the altered area in the same manner as the Association maintains the surrounding Common Areas. Should the owner opt to remove any improvement, the owner shall adequately dispose of the material and shall return the area to its original condition, all at the owner's sole cost and expense.
- 4. Construction Hours and Noise:** Construction activities may only be carried out between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, and the noise has to be kept to a minimum possible. No construction is allowed on Weekends and Holidays.
- 5. Exterior Coverings:** No awnings, shutters, window guards, or other exterior window or door coverings, decorative or protective, may be installed without the Association's approval.
- 6. Clotheslines, Fences, Walls, and Screen Plantings:** No clotheslines visible to common areas or nearby streets are permitted. Fences, walls, or trellises of any kind are not allowed.
- 7. Penetration to Side Walls:** At no time may a unit owner drill, nail, etc., into common exterior walls for any purpose.

Real Estate Broker/Agent Rules:

- 1. Listing Notifications:** Owners of residential units must notify the Property Manager that the unit has been listed for sale or lease. The owner should inform the broker or agent of these rules and guidelines.
- 2. Agent Loitering:** Brokers and agents are not permitted to loiter in the Common Areas. Brokers/Agents' sole purpose shall be to show a specific property at Costa Hermosa Residences with reasonable access to common areas.
- 3. Signs:** No open house or for sale/rent signs, flags, banners, etc., shall be displayed on any residential condominium unit or Common Areas of Costa Hermosa Residences.

Recreation Areas:

- 1. Use and Identification:** The recreation, parking, gym, and Common Areas are for the exclusive use of all residential owners, tenants, and their guests. Proper identification must be presented to staff and Management upon request.
- 2. Personal Property Use:** Unattended personal furniture, other than that provided by the Association, shall not be left in the recreation areas. Association-provided furniture, accessories, games, and equipment shall not be removed from those areas.
- 3. Removal of Property:** Persons who use the Common Areas are responsible for the removal of all articles brought by them, including towels, books, magazines, food, as well as related trash and debris.
- 4. Glass Containers:** Glass containers are NOT to be used in recreation areas.
- 5. Use at Own Risk:** All persons using the recreation areas, including, but not limited to the fitness center and pool areas, do so at their own risk.
- 6. Additional Rules:** Additional rules may be posted in the recreation area from time to time by the Board and Management. Please see pool and gym rules for further information.

Rules Enforcement Policy:

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations. Residents may report violations to the Management by submitting a written notice or email describing the violations. The Board of Directors, Management, or Committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is recorded or reported, action will be taken as follows:

- A first notice to correct the violation will be sent by the Management, giving the owner seven (7) days to cure the violation. The first notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation;
- If the violation continues, or if the response is otherwise unsatisfactory, a second notice will be sent notifying the homeowner that a \$50.00 fine has been assessed to their account. The owner (s) will be given the opportunity to request an Alternate Dispute Resolution (ADR) hearing if they are disputing the violation;
- Each day the violation exists may be considered a separate violation and incur a daily fine in the amount of \$50.00. The unit owner shall receive the seven (7) days prior written notice from Management via mail, personal service, or email, advising him/her of the Board's decision to impose the daily fine;
- The Unit Owner will also be responsible for any fees or charges related to the enforcement and collection of such fines including, but not limited to, court costs, attorney's fees, and the cost of restoration, repair, or remedy of any damage to the Common Areas;
- Any assessed charges will be collected following the procedures established for the collection of unpaid Common Expenses Assessments;
- If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner shall be liable for the Association's legal costs and fees;
- If the violation is considered to be excessively serious in nature, Management may use their discretion to call the homeowner and/or resident to a hearing;
- If the violation calls for immediate attention and the homeowner does not comply, the Board will have the right to fine the owner for the violation without the seven (7) day process.

Fine Schedule:

Reasonable fines for first-time violations will be levied in accordance with the following schedule:

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| Hazardous Activities (Risk of harm to person or property) | \$50.00 |
| Use Restrictions | \$50.00 |
| Vehicle and Parking Restrictions | \$50.00 |
| Unauthorized Improvements to Property | \$50.00* |

*Plus the cost of restoring the property to its original condition.

Fines will be in addition to an assessment levied to reimburse the Association for expenses and costs. Penalties for continuing or repeated violations may be increased in \$50.00 increments at the discretion of the Board of Directors.

Procedure for Residential Owner Hearings:

If you have requested an ADR hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

- You will be introduced to the Board of Directors and other Association's representatives;
- The acting chairperson will summarize the reason for your hearing;
- You may present written or oral evidence to state your position;
- The requirements of the Association's Governing Documents will be reviewed for clarification of issues;
- The Board may ask you questions, and you may ask questions to the Board and make a final statement. The Board appreciates your participation in the foregoing;
- The Board will deliberate and vote in a closed Executive meeting session, and you will be notified of the Board's decision, in writing or email, within ten (10) business days.

Gymnasium Rules and Regulations

Gymnasium:

1. Appropriate attire must be worn at all times. For safety purposes, footwear is required at all times while using the exercise equipment.
2. Please be considerate of others. There is a 30-minute time limit for a machine if someone else is waiting to use it.
3. All lights, fans, and equipment must be turned off after use.
4. Please bring a towel and wipe off all machines after you have used them.
5. No drinks in glass containers or food are permitted in the gym.
6. No loud, abusive, or profane language is permitted.
7. No loud music is permitted.
8. Children under the age of 12 may not use the equipment.

Terms and Conditions:

The Association assumes no responsibility for any injury sustained by an owner, tenant, or their guests while in the gym. Use of the facilities and any associated activities shall be at the owner, tenant, or guest's own risk.

The Association shall not be responsible for loss, theft, or damage of personal property.

Pool Rules and Regulations

1. The pool hours are sunrise to 10 p.m., and nobody is allowed in the pool area before the opening time or after closing each day. ANYONE FOUND IN THE POOL AREA OUTSIDE THE ABOVE HOURS MIGHT HAVE HIS OR HER POOL PRIVILEGES SUSPENDED. IF A CHILD (UNDER THE AGE OF 12) IS CAUGHT IN THE POOL AREA WITHOUT THE SUPERVISION OF AN ADULT, THIS SUSPENSION MIGHT BE EXTENDED TO THE ENTIRE HOUSEHOLD FOR THE REMAINDER OF THEIR STAY AT COSTA HERMOSA.
2. No children are to be left in the staff care. Staff personnel is not babysitters. Any owner, tenant, or guest who leaves their underage children in the pool or its surroundings unsupervised will find their pool privileges revoked. The pool area is not a playground, and accidents around the pool can be sudden and fatal. It is your responsibility to ensure your child's conduct and safety at all times. Any person who cannot swim is prohibited from being in the deep section of the pool without proper safety gear or accompanied by an adult who can swim in the pool.
3. Reserving chairs and lounges in the pool area is not permitted. One chair per person and only while you are in the pool area. No one has permission to leave belongings on chairs and loungers and go to their units for lunch or naps. Staff is authorized to remove your belongings.
4. Playpens, baby coaches, and carts may not be brought into the pool area. Summer strollers for infants or baby carriers are permitted.
5. No music of any type is allowed at the pool except when played with a headset. Music must not be audible to other guests.
6. Only small snacks and beverages in plastic containers are allowed in the pool area. You must clean up after yourself and dispose of all trash. No glass items are permitted in the common area and especially near the pool. Please lower umbrellas when not in use.

7. A communal barbeque is provided for your use. It is recommended that you reserve a cooking time by signing the white Board provided at the barbeque area. After each use, clean the grill and turn off the gas on the propane tank and barbeque controls. Please collect all personal objects and trash from the BBQ area.

8. Smoking is prohibited in areas where there are minors. Smokers must be considerate of non-smokers. Smokers must provide ashtrays or receptacles for cigarette or cigar butts and must not discard cigarette and cigar butts in common areas. **Smoking is allowed only in the areas designated for smokers.**

8. Children under eight (8) years of age are not permitted to use the common restrooms without the supervision of a parent/guardian. It is the responsibility of the parent/guardian to ensure the restroom is left in clean condition.

9. Everyone is directed to shower before entering the pool to remove sweat, tanning oils, and lotions. We have two outdoor showers in the complex, one at each end of the complex. Please use them when returning from the beach to wash the sand from your body, coolers, chairs, etc. Do not use the pool to clean sand off yourself or your items at any time.

10. All residents, tenants, and guests must be in bathing suits while in any part of the pool. Cut-off shorts are not permitted as they do damage to the pool equipment. Proper bathing attire is required at all times.

11. All children not toilet trained must wear appropriate protective bathing wear designed for this purpose. You are responsible for bringing plastic bags to the pool area with you so that you can take soiled diapers with you when you leave. Failure to appropriately dress your child can result in the pool's closing for a day to clean and super chlorinate the water if your child has an accident. The cost for this work will be billed to the resident, tenant, or guest who failed to abide by this rule.

12. The pool may be closed at the discretion of the Management for maintenance, health, weather issues, or any other reason deemed sufficient by the Board of Directors, Management, the pool Management Company, or the Health Department.

13. Owners, tenants, and guests shall be responsible for any property damage caused by themselves, members of their family, or their guests. The cost of such damage will be charged to the responsible resident.

14. The Association is not responsible for the loss or damage to any personal property in the pool, gym, lobby, or parking lots and assumes no responsibility for personal injury.

15. Flotation Devices are required for all children under the age of eight (8) unless it has been demonstrated successfully that the child can swim adequately and is under an adult's supervision.

ANY INDIVIDUAL, OF ANY AGE, WHO CANNOT SWIM IS NOT PERMITTED TO BE IN THE DEEP SECTION OF THE POOL UNLESS THEY ARE WEARING AN ADEQUATE LIFE VEST TO PREVENT DROWNING. AN EXCEPTION TO THIS RULE IS MET IF THE INDIVIDUAL IS OF SUFFICIENT HEIGHT SO THAT HE/SHE CAN STAND IN THE DEEP END OF THE POOL WITH HIS/HER HEAD COMPLETELY ABOVE THE TOP SURFACE OF THE WATER.

Please note the following regarding Flotation Devices for children:

- "Swimmies" will only be permitted when the child's parent or designated adult is near the child.
- An adult may watch no more than two (2) children with "Swimmies" at a time.
- Vests with inner tubes around the waste will only be permitted when the child's parent or a designated adult is in the pool.
- Any flotation device, which supports a child solely from the back, will not be permitted under any circumstances.

15. Flotation devices are allowed in the pool, but such users shall be considerate of other pool users. All devices must be removed from the pool and pool area when not in use.

16. No personal beach chairs, lounges, or umbrellas shall be left around the pool or Common Areas when they're not being used or overnight.

17. No private parties are allowed at the swimming pool facilities without submitting written permission to the Management and subsequent written permission from the Board of Directors.

18. No diving is allowed at any time in the pool.

19. No running, horseplay, ball playing, or Frisbee playing is permitted in the pool grounds area.

20. A person with an infectious or contagious health condition will not be permitted to use the pool.

21. No individual may enter the gym and lobby with wet clothing at any time.

22. No skateboards, rollerblades, scooters, bicycles, tricycles, battery, or solar-powered toys are permitted in the pool area at any time.

23. No items shall be placed on the grass areas around the pool, footpaths, sidewalks, parking, and other Common Areas.

24. No water guns or water balloons are allowed at the pool.

25. No pets or animals of any kind are allowed at the pool or gym.

26. No loud or foul language is permitted in the pool and pool grounds area.

27. Please ensure that you remove all trash and take all your personal belongings with you when leaving the pool. Any items left will be taken by the staff and placed in storage for one week. Any items not picked up within that time will be disposed of.

28. Please report any unsafe conditions to Management or staff.

29. The staff in uniform has complete authority to enforce all rules and regulations. Any resident or guest who refuses to comply with the rules, if

requested by the staff, must leave the premises immediately for the remainder of the day and may be subject to a fine and/or suspension of pool privileges and the issuance of fines.

30. Any abusive and intimidating behavior to staff and Management will result in the suspension of pool privileges and the issuance of fines.

The Management and Board will make decisions concerning the interpretation and enforcement of these Rules and Regulations. Failure to comply immediately with these instructions may result in criminal arrest, prosecution under the Dominican law, and/or revocation or suspension of recreation privileges.

FAILURE TO ACT IN A RESPONSIBLE MANNER AND COMPLY WITH ALL RULES AND REGULATIONS WILL RESULT IN SUSPENSION OF POOL PRIVILEGES AND THE ISSUANCE OF FINES.