

EAGLE CREEK HOMEOWNERS ASSOCIATION, INC.

POLICY AND PROCEDURES FOR ASSOCIATION AMENITIES

TABLE OF CONTENTS

1. Introduction.....	1
2. Definitions	1
3. Association Amenities	2
3.1. Association Amenities include.....	2
3.2. General Hours of Operation.....	3
3.3. Operating Calendar and Holidays	4
4. Access Rights.....	5
4.1. Members	5
4.2. Members Access	5
4.3. Supervision of Minors	6
4.4. Access Cards.....	6
4.5. Guest Use of Association Amenities.....	7
4.6. Rule Enforcement	7
4.7. Suspension of Access Rights	9

4.8. Responsibility for Damage to Association Amenities	10
5. General Use for Association Amenities.....	10
5.1. Age Restrictions	10
5.2. Dress Code	10
5.3. Safety	11
5.4. Business Purposes	11
5.5. No Smoking	12
5.6. Alcoholic Beverages	12
5.7. Parking.....	12
5.8. General Usage.....	13
6. Additional Rules for Particular Facilities	16
6.1. Meeting Rooms.....	16
6.2. Fitness Center	18
6.3. Kids Playroom	19
6.4. Pools, Splash Pads, and Play Park	19
6.5. Rec Center Pavilion	21
6.6. Basketball Courts.....	21
6.7. Tennis Courts and Pickleball Courts.....	22
6.8. Dog Parks.....	22
6.9. Multipurpose Fields	23
7. Recreational Facilities Rental Information	23
7.1. General Reservation Policies.....	23
7.2. Reservation System	25
7.3. Food Service and Specific Use Policies	26

1. INTRODUCTION

One of the highest priorities of the Homeowners Association of Eagle Creek (the "Association") is to preserve, protect, and promote the property values in Eagle Creek. Implementing, practicing, and achieving that priority, requires the highest duty stewardship from all of us that call Eagle Creek home.

As such, these policies and procedures have been duly adopted by the Board of Directors of the Association in order to protect this sizable and long-term investment in our community and to ensure the Association Amenities are used in a fair and consistent manner as was intended by the Board of Directors when the project was approved.

The Board of Directors of the Association may change, amend, or alter any policy or procedure at its sole discretion with or without cause or notice at any time. Any function already reserved 48 hours prior to any change shall be grandfathered in, unless deemed an unsafe situation by the Board of Directors, in its sole discretion. The Declarant (and any builder to whom Declarant may convey any vacant lot in the community) shall not be bound by these guidelines as to any property owned by Declarant or any builder. Prior to transition of the community from Developer to homeowner control, the Declarant shall have the unilateral right to amend these terms, including but not limited to use, access, hours of operations, and reservations, without prior notice.

2. DEFINITIONS

Access Card: An identification card issued by the Association to Authorized Users, Consent Given Users, and Tenants for accessing the Recreation Center and Common Area pools. Access Cards should be available for inspection upon request when using any of the Recreation Facilities or Common Area pools.

Adult: A person who is 18 years of age or older.

Association Approval: Approval can be granted by the Association Management, the Board of Directors, or any combination of the two entities. Only written Association Approval shall be deemed valid as there shall be no verbal approval deemed legitimate by the Association.

Authorized Users: A person who has been authorized by the Association to use the Amenities. Authorized Users may include: Members, Adult Residents, Tenants, Consent Given Users, Guests, Junior Users, Caregivers, and Children of Members, Adult Residents

and Tenants. Members, Adult Residents, Adult Tenants and Adult Caregivers who live with any of the foregoing, who have a signed and dated Informed Consent, Release & Waiver Agreement on file with the Association and are in good standing with the Association shall be deemed Authorized Users and "Adult Authorized Users". Consent Given Users, Junior Users, and Children of Members, Adult Residents and Tenants who reside in Eagle Creek with an Adult Authorized User shall also be deemed Authorized Users; provided that there is on file with the Association an Informed Consent, Release & Waiver Agreement Form filled out and signed by a parent or legal guardian of such persons.

Guests: Any person invited by and accompanying an Adult Authorized User (18 years of age or older) to use the Association Amenities. Consent Given Users, Junior Users, and Children may not admit guests to Association Amenities.

Main Recreation Area Amenities: Those Amenities located on Eagle Creek Center Blvd and Mere Parkway.

Secondary Recreation Area Amenities: Those Amenities located on MacDuff Drive and Mere Parkway.

Member: An Owner of record of a lot located within Eagle Creek.

Consent Given User: A resident of Eagle Creek who is 16-17 years of age and has signed an Indemnification and Liability Waiver and received a Consent Given User ID.

Junior User: A resident of Eagle Creek who is 12-15 years of age.

Children: A resident or guest of Eagle Creek who is 11 years of age or younger.

Tenant: A resident of Eagle Creek with a valid lease on file with the Association.

Caregiver: A contracted person authorized by a resident to provide care or supervision to minors in their household and whom has signed an Indemnifications and Liability Waiver and received a Caregiver ID.

Violation Hearing Committee (VHC): A Board appointed hearing committee of at least three owners of the Association who are not officers, directors, or employees of the Association or related to any officers, directors, or employee of the Association or its Board of Directors. The role of the VHC is limited to determining whether to confirm or reject the imposition of a fine or suspension levied by the Board of Directors.

3. ASSOCIATION AMENITIES

3.1 Association Amenities Include:

a) Main Recreation Area Amenities:

- Recreation Center Building*
 - Lobby*
 - Large and Small Meeting Rooms*
 - Catering Prep Kitchen*
 - Fitness Center*
- Pool*
- Kid's Splash and Play Park*
- Pavilion*
- Multipurpose field*
- Basketball Courts*
- Tennis and Pickleball Courts*
- Dog Park*

b) Secondary Recreation Area Amenities:

- Multipurpose field*
- Pavilion*
- Pool*

c) Playgrounds, Parks, and Gazebo's

- Main Recreation Area Playground*
- Secondary Recreation Area Playground*
- Balmoral Playground*
- Balmoral Dog Park*
- Balmoral Gazebo*
- Windsor Playground*
- Chatsworth Gazebo*
- Village K Gazebos*
- Village K Park*

d) Service Area Pools

- Curzon Pool*
- Windsor Pool*

3.2 General Hours of Operation (subject to change or closure)

Recreation Center

Monday 9 am - 5 pm
Tuesday-Friday 9am-7pm
Saturday 10am-7pm
(Unless Reserved for a function through the Association)

Fitness Center

Sunday-Saturday 5 am - 12 am

Swimming Pools and Kid’s Splash Park

Sunday-Saturday Dawn - Dusk

Pavilions

Sunday-Saturday 7 am - 10 pm

Basketball Courts

Sunday-Saturday 7 am - 10 pm

Tennis Courts and Pickleball Courts

Sunday-Saturday 7 am - 10 pm

Dog Parks

Sunday-Saturday Dawn - Dusk

Multipurpose Fields

Sunday-Saturday Dawn - Dusk

Playgrounds and Parks

Sunday-Saturday Dawn - Dusk

Gazebos

Sunday-Saturday Dawn - Dusk

*All hours of operation are subject to change or closure with or without notice by the Association Management Office or by the Board of Directors as deemed necessary or appropriate in their sole discretion.

3.3 *Operating Calendar and Holidays*

National Holidays: Holiday hours may result in closure of the Recreation Facilities. Notice should be posted on the website, the bulletin board or in the Recreation Center at least 48 hours in advance of any schedule change.

Inclement Weather (e.g. Severe Storms): Every attempt will be made to remain open during times of inclement weather; however, the Association Amenities will be closed if the conditions are determined to be a threat to the Authorized User or Staff.

Maintenance Days: In an effort to maintain standards of facility cleanliness and safety, there may be times when certain Association Amenities will be shut down for improvements, cleaning, and preventative maintenance. Whenever possible, maintenance days or times will be planned and noted in advance.

Private Member Events: The Association reserves the right to close any of the Association Amenities at such times as is reasonably determined by the Association to hold private events in such areas; provided however that any such event must be booked by a Member.

Association Events and Activities: The Association reserves the right to close any part of the Association Amenities to hold Association sponsored events. During this closure, the Association has the right to limit the access by the means of an event registration or ticket sale when appropriate for the function or event.

4. ACCESS RIGHTS

4.1 Authorized Users that are Allowed to have guests

Members, Adult Residents, and Tenants must have a signed and dated Informed Consent, Release & Waiver Agreement on file with the Association. Such Members, Adult Residents, and Tenants in good standing with the Association may bring a maximum of six (6) guests at a time per household into any of the Association Amenities provided that all guests must be accompanied at all times by such Member, Adult Residents or Tenants.

4.2 Authorized Users NOT Allowed to have guests

Consent Given Users and Junior Users may not admit guests to Association Amenities at any time.

Caregivers may admit and supervise Children of Authorized Adult Users who are Members or Tenants of Members at Association Amenities but only if all of the following conditions are met:

- a) A copy of their contract for services has been provided to the Association by the Member and/or Tenant or the Member and/or Tenant has otherwise confirmed in writing that the Caregiver is authorized to supervise their Children;*
- b) The Member and/or Tenant has provided written authorization to issue the contracted employee an access card and has granted express permission for the Caregiver to accompany the Children to the Association Amenities;*
- c) An Informed Consent, Release & Waiver form has been filled out by the Caregiver;*
- d) An Access Card is purchased for the use of the Caregiver in advance*

Caregiver passes are only valid for the length of the contract and will expire upon the completion of the contract. When a contract is renewed, access can be reestablished.

Caregivers are not allowed to bring Guests. They may not supervise Children or Guests from other households of which they are not an employee.

Children may not utilize the Main Recreation Center Amenities, Secondary Recreation Center Amenities, or Service Area Pools without adult supervision and may not bring guests at any time.

4.3 Access

Rights to use the Association Amenities may be suspended by the Board of Directors should a homeowner be ninety (90) days or more delinquent in the payment of assessments or other monetary obligation to the Association. Each Authorized User in good standing and his/her eligible immediate household members and invited guests shall have nonexclusive rights and privileges to use the Association Amenities. In order to exercise the facility usage rights of an Authorized User, a person must be a current resident of the home and comply with all rules, policies and Association employee /agent instructions. If a Member leases a residence, only the Tenant shall have the right to use the

Association Amenities during the term of their lease and the Member shall have no right to use the Association Amenities during such time period. If a property is leased, the Member or their Tenant is responsible to pay an Amenity Transfer Fee in prior to the Association issuing any access to or authorizing use of the Association Amenities by such Tenant. The Amenity Transfer Fee shall be due and payable to the Association as of the effective date of the lease of a Lot and must be paid to the Association by check or money order prior to use of the Association Amenities. The amount of the Amenity Transfer Fee is \$125, but the Board of Directors reserves the right to increase or decrease the amount from time to time during any regular or special meeting of the Board of Directors. The Amenity Transfer Fee shall be deemed an individual lot assessment.

4.4 Supervision of Minors

Children and Minor Guests are not permitted to use the Association Recreation Facilities without adult supervision.

Consent Given Users are allowed to use the Association Amenities without adult supervision only if the parent or legal guardian signs an Informed Consent, Release & Waiver Agreement for Minors Form and must attend an orientation provided by the Staff. Consent Given Users are not allowed to supervise Children or Guests.

Parents and/or legal guardians are responsible for the actions and safety of each Child, Consent Given User, Caregiver, and Guests and for any damages to any area caused by such children and any Junior Members, Consent Given Minors, Caregivers and Guests.

4.5 Access Cards

Access Cards are limited to the Authorized Users. Access Cards must remain in the possession of the Authorized User at all times and must be produced if asked for by Association Staff or vendors. Authorized Users may choose to openly display their Access Cards in lieu of producing upon request. All Access Cards must contain the photo of the Authorized User that it is assigned to. Authorized Users may not give their Access Cards to another individual for use. Guests have access through their Authorized User host only.

Children shall not be issued Access Cards as they need to be accompanied by an adult who is an Authorized User at all times to utilize the Association Amenities.

If a Member has leased their residences, then the Access Cards will be issued to their Tenants and such cards will reflect the expiration date of the lease on file with the Association. Upon expiration of the Access Card, such Tenant will no longer have the right to use the Association Amenities until and unless a copy of a new valid lease with such Tenant has been filed with the Association. Upon leasing the residence, the Members Access Card shall be deactivated during the term of the lease such Access Card shall not be reactivated until the end of the lease term or such earlier date when the Members confirms that the lease was terminated prior to the end of the lease term and the Member has reoccupied the residence.

Lost Access Cards must be reported to the Association for deactivation.

Access Cards are \$25 each and must be paid for with check or money order payable to The Homeowners Association of Eagle Creek Inc. Tenants who have renewed their lease and require a new Access Card will be charged at \$10 renewal fee. Should the payment be rejected for insufficient funds, closed account or the like, then the Access Card shall be deactivated without notice. Any and all costs and fees associated with the rejected payments shall be added to the cost of a replacement Access Card and the payment for which shall be made only in certified funds such as a money order or cashier's check. The minimum NSF fee charged shall be \$35, plus costs if any, and will be in addition to the \$25 replacement fee.

4.6 Guest Use of the Association Amenities

Authorized Adult Users that are allowed to have guests must accompany the Guest(s) at all times while at the Amenities. The Board of Directors, at their sole discretion, can set limits on the number of guests and/or guest visits that an Authorized User may host, and can amend this policy with or without prior notice at any time. Association Members are responsible for their guest's and all household members actions, including but not limited to any damages to any part of the Association Amenities, Common Areas, or other Association Property.

Authorized Users allowed to have guests are limited to six (6) guests per household at a time. This limit does not apply to parties or events that have been reserved in advance with the Association, which may have different limits. Information on reserving for parties and events may be obtained from the Association Offices. The Fitness Center is restricted to one (1) Guest per Authorized User allowed to have guests at a time.

Guests cannot host other Guests.

4.7 Rule Enforcement

Please be aware that the Association must balance the rights and privileges of all Members and their Guests and make sure the Amenities are used with the appropriate standards of personal stewardship. Inappropriate, rude, disruptive, dangerous, threatening, or malicious behavior will not be tolerated. Whether an Authorized User or Guest is engaging in offensive behavior shall be determined in the sole judgement of the Association's Staff on site.

All Authorized Users are responsible for their compliance and the compliance of their Tenants, Guests and children with the Rules and Regulations established for the safety and enjoyment of our Residents and their Guests.

All Authorized Users and their Guests must follow all Rules and Regulations, Governing Documents and posted signs.

Rule violations should be reported to the Association by its Staff or any Authorized User to ensure that disruptive matters are addressed in a timely manner.

While the Association encourages neighborly interaction between Association Amenities Authorized Users and their guests, the following escalation process is in place for rule violations reported to the Association.

- 1. The Association will endeavor that any rule violations reported to them will be addressed in a timely manner. Authorized Users who wish to make a complaint will need to cooperate fully in order for the Association to investigate the matter. Reasonable measures will be taken to try and keep identities and information confidential.*
- 2. The Association will investigate the matter as soon as reasonably possible. This investigation will typically involve the use of an incident report that records the date, time, location, person(s)*

involved, description of violation, and any other pertinent information. The Association may also speak to the involved parties, or in the case of minors to the responsible parent, guardian, or adult supervisor. The goal is that the vast majority of reported violations will effectively be resolved at this level.

- 3. If the infraction includes a serious violation, typically those including but not limited to, property damage, threats, acts of violence, or theft, the Association may report the violation to appropriate law enforcement agencies.*
- 4. Members are encouraged to call 911 immediately and report the incident with local law enforcement.*

4.8 Suspension of Access Rights

Members, other Authorized Users and guests charged with a rule violation will be notified and the Member and other Authorized Users may appear in person before the VHC.

The Amenities privileges of a Member, other Authorized Users and their guests may be suspended if any of the following occur:

- 1. The Member violates one or more of the Association Rules and Regulations;*
- 2. An Authorized User, Consent Given User, Children, Caregiver, Guest, or other person for whom the Member is responsible violates one or more of the Associations Rules and Regulations;*
- 3. A Member fails to pay any assessments authorized pursuant to the terms of the Declaration in a proper and timely manner, such that the Member is more than ninety (90) days delinquent;*
- 4. Any Authorized User or guest that threatens or participates in violence, vandalism, criminal activity or trespassing on Association Property;*
- 5. An Authorized User or guest has injured, harmed, or threatened to injure or harm any person within the Eagle Creek Community, or harmed, destroyed, or stolen any personal property within the Association Amenities, whether belonging to a Member, third party, or Association;*

Any Authorized User whose use rights have been suspended may not be a guest of another Authorized User in order to utilize the Association Amenities.

4.9 Responsibility for Damage to Association Amenities

If any Authorized User or Guest causes any damage to the Association Amenities, the Member and other user as applicable will be directly responsible for such damage. The Association shall be entitled to reimbursement for any damages or expenses incurred by the Association, including attorneys' fees and costs, and such expenses shall be treated as an individual Special Assessment (as defined in the Declaration), subject to and collectible via lien rights.

4.10 Disclaimer and Indemnity

ALL PERSON'S USING THE ASSOCIATION AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE RULES FOR USE OF EACH FACILITY. THE ASSOCIATION, ANY BUILDERS WITHIN EAGLE CREEK, ANY MANAGEMENT COMPANY RETAINED BY THE ASSOCIATION OR THE DECLARANT, DECLARANT, AND ALL OF THE DIRECTORS, SHAREHOLDERS, MEMBERS, BOARD MEMBERS, EMPLOYEES, STAFF, AGENTS AND ASSIGNS OF ALL OF THE FOREGOING (COLLECTIVELY THE "RELEASED PARTIES"), SHALL NOT HAVE ANY, NOR SHALL THEY BE DEEMED TO HAVE ASSUMED ANY LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THE USE BY ANY AUTHORIZED USER OR THEIR GUESTS, WITH RESPECT TO THE ASSOCIATION AMENITIES AND THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OR DAMAGES TO PERSONS OR PROPERTY WHICH MAY BE A RESULT OF SUCH USE, WHETHER OR NOT INCIDENTAL OR CONSEQUENTIAL OF SAID USE. THE ASSOCIATION AMENITIES ARE TO BE USED WITHOUT ANY GUARANTEE OR WARRANTY, INCLUDING ANY WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH MEMBER ASSUMES ALL RISK OF USE BY SUCH MEMBER AND ANY OTHER AUTHORIZED USER RESIDING IN SUCH MEMBER'S RESIDENCE AND ANY GUESTS OF ANY OF THE FOREGOING AND SHALL DEFEND, INDEMNIFY AND HOLD THE RELEASED PARTIES AND/OR THE REPRESENTATIVES OF SUCH, HARMLESS FROM ALL SUCH LIABILITY AND CLAIMS. MEMBERS ARE RESPONSIBLE FOR ANY INJURY OR DAMAGE SUSTAINED BY OR CAUSED BY ANY GUESTS OF SUCH MEMBER AND EACH MEMBER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS MANAGEMENT COMPANY, THE BOARD OF

DIRECTORS, THE DECLARANT AND ALL EMPLOYEES OF ANY OF THE FOREGOING, FROM ANY CLAIMS FOR INJURY OR DAMAGE BROUGHT AGAINST ANY OF THE FOREGOING BY ANY GUEST OF SUCH MEMBER OR RESULTING FROM ANY ACTIONS OR ANY GUEST OF SUCH MEMBER. THE ASSOCIATION SHALL BE ENTITLED TO REIMBURSEMENT FOR ANY DAMAGES OR EXPENSES INCURRED BY THE ASSOCIATION, INCLUDING ATTORNEYS' FEES AND COSTS, AS A RESULT OF ANY ACTIONS TAKEN BY ANY MEMBER, THEIR TENANTS, THEIR CONSENT MEMBERS, CAREGIVERS, JUNIOR MEMBERS AND CHILDREN AND THEIR GUESTS AND SUCH EXPENSE SHALL BE TREATED AS AN INDIVIDUAL SPECIAL ASSESSMENT (AS DEFINED IN THE DECLARATION), SUBJECT TO AND COLLECTIBLE VIA LIEN RIGHTS.

5. GENERAL RULES OF USE FOR ASSOCIATION AMENITIES

5.1 Age Restrictions

Children (11 years of age and under) must be accompanied by an adult (18 years of age or older) when using any amenities.

Junior Authorized Users (12- 15 years of age) must be accompanied by an adult (18 years of age or older) when using the Main Recreation Center Amenities, Secondary Recreation Center Amenities or any Service Area Pools. Junior Authorized Users may utilize any of the Playgrounds or Parks without supervision but may not accompany or supervisor any Children or guests.

Consent Given Users are permitted to use all Association Amenities without a parent or guardian supervision.

5.2 Dress Code

Appropriate attire is required at the Association Amenities at all times, and specific attire may be designated by the Association at their discretion. Unless otherwise specified, appropriate casual attire is required in all areas of the facilities. Appropriate casual attire for men includes footwear, shirts, pants, bathing suits (in swimming areas) or shorts. For women, footwear, shirts, and pants, skirts, dresses, shorts and bathing suits (in swimming areas) are appropriate. Upper body garments must be worn in all activities, except for men using aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, including proper footwear. Athletic footwear must have closed toes and closed heels.

Footwear must be worn in the Association Amenities at all times, other than on pool decks and in swimming pools. Wet bathing suits and wet feet are not allowed indoors. Wet bathing suits shall be properly covered with a towel or wrap when wearers are inside buildings. In order to remain a family friendly environment, swimsuits must have appropriate coverage (no thongs or speedos).

5.3 Safety

Any Authorized User or Guest not adhering to posted, or otherwise obvious safety rules may be asked to leave the Association Amenities. With respect to safety, proper decorum, and sanitation, the Association Staff and their agent's judgement will govern in all instances. Under no circumstances will Authorized Users or their Guests interfere with, attempt to discipline, or otherwise direct Staff, Employees, or their agents in the course of Association business. Any complaint relating to Staff Employees, or their agent's decisions may be later appealed to the Association; however, until such appeal is heard, the Associations Staff Employees, and their agents decisions are binding. Arguing, being abusive to, or being otherwise challenging Staff, Employees, or their agents may result in disciplinary action.

5.4 Restricted Uses

No Authorized User or their guests may use the Association Amenities to promote or foster any business purpose, or for any public or private club, society, party, religious, political, charitable, for profit or not for profit, fraternal, civil, fund-raising, or other purpose without the prior written consent of the Association.

Any Authorized User that desires to use the Association Amenities for any of the above purposes must apply to the Association for approval of such use, which consent may be withheld for any reason. If the Association approves any of the foregoing uses, the Association may require the use of a specific location in the Association Amenities and/or charge a fee for the use of the facilities, and such other restrictions as the Association elects.

5.5 No Smoking

The use of tobacco products in the Association Amenities and within a fifty (50) foot perimeter of Association Amenities is prohibited. This restriction also applies to electronic or "e-cigarettes."

5.6 Alcoholic Beverages

No alcoholic beverages shall be brought onto the Association Amenities or served at any function without the prior express written permission of the Association. If such use is approved, the Member requesting approval must execute an Alcoholic Beverage Waiver (ABW). Alcohol may not be served the Member fails to complete and sign the ABW, without exception. In order to fulfill the requirements of this Waiver, the Member must:

- *Sign and Complete the ABW*
- *Provide a copy of a certificate of their Homeowners/Renters insurance policy, naming the Homeowners Association of Eagle Creek, Inc. and the Eagle Creek Development Corporation as additionally insured*
- *Pay an additional deposit in the amount of \$125 or such greater amount as may be amended by the Board of Directors from time to time.*
- *Hire security services through the Association's vendor as outlined in the fee schedule. Security must be paid for at the time of your reservation for the entire time allotted for the event*

Events that include alcoholic beverages must utilize the services of the Association's vendor at the current established hourly rate. Fees must be paid at the time of the reservation.

5.7 Parking

No vehicle may be parked in such a manner so as to impede or prevent access to any entrance or exit of a building, facility, driveway, or parking space. Nor shall any vehicle be parked in any portion of grass, sidewalk, or patio. Nor shall and vehicle block garage trucks from access to the dumpster or be parked in a Fire Lane or designated "No Parking" area.

Vehicles must be parked wholly within one designated parking space.

No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than three-quarter (3/4) ton, recreational vehicle or equipment, mobile home, or similar vehicle may be parked or stored anywhere within the Association Amenities' parking lots, or anywhere else in Eagle Creek (unless they are parked or stored in a Member's enclosed garage), unless approved by the Association, or unless they are being actively loaded or unloaded.

All vehicles parked in the Association Amenities parking lots must have current license plates and the current tag must be registered and related only to that vehicle. Inoperative or abandoned vehicles may not be parked on the Association facilities. Vehicles left overnight at any of the Association Amenities parking lots shall be deemed to be "abandoned" or "inoperative" and subject to immediate towing. If the tag is not the correct tag assigned to that vehicle, the vehicle shall also be presumed "abandoned."

No overnight parking is permitted at any time at the Association Amenities, and the Association reserves the right to tow vehicles, at the Owner's/Tenant's expense, for any vehicle parked at the Association Amenities in violation of these rules and regulations. Parking infractions may result in vehicle towing pursuant to the Association's established Towing Policy Enforcement Procedure and local, state, and federal laws. The Towing Policy Enforcement Procedure may be amended from time to time by the Board of Directors without advance notice.

5.8 General Usage

All users should be aware that some of the Association Amenities may be under video recording. Please refer to the Rules for Association Video Cameras.

The Authorized Users shall immediately notify the Association of stain-producing spills and damage at any Association Amenities. During non-business hours, the Authorized User may call 407-207-7078 and leave a voicemail.

Noise levels shall not exceed those which can be heard at more than a normal conversational level more than one hundred fifty feet from the reserved facility between the hours of 9:00am and 7:00pm and not more than fifty feet between the hours of 7:00pm and 9:00am. Bands, DJ's, Emcees, and/or all non-facility-provided music speakers connected to same shall be located and kept indoors. Requests for variances may be made in writing and may be granted at the sole discretion of the Management Company acting as the Agent on behalf of the Board of Directors, which may be granted or denied with or without cause.

No music played, audio or verbal presentations, including audio portion of a video or PowerPoint presentation, DJ, Emcee, etc. shall contain any vulgar or overtly suggestive language, including profanity, sexual terms or phrases, or racially biased content. Infractions shall be grounds for removal / immediate termination of the function/event.

Functions of any kind, reserved or otherwise, may not extend past 11:00pm on Friday and Saturday, and not past 10:00pm on any other day, unless the function is planned for a Sunday which precedes a Federal Holiday or any day which precedes the Fourth of July or Thanksgiving Day.

No Association Amenities may be reserved on a National Holiday.

Driving beyond the parking lot boundaries shall not be permitted. All loading and unloading shall be done from the proper parking lot areas.

No confetti of any kind, including rice and birdseed shall be permitted in and around any of the Association Amenities.

Pets (other than service animals properly registered with the Association) are not permitted in the Association Amenities (other than in the Dog Parks and Gazebos). No pet or animal shall be tied out on the exterior or left unattended on any Association property. All pets must be walked on a leash and be current on all vaccinations. Pet owners are responsible for the activities of their pets and are responsible for cleaning up all matter created by the pet. Members who do not follow pet rules will be subject to disciplinary action in accordance with the fining rules as established in the Governing Documents.

Helium balloons are not permitted in the Association Amenities.

No existing furniture shall be removed from the Association Amenities. If a Authorized User intends to bring additional furniture, an itemized list of such items must be submitted to and pre-approved by the Association in advance.

Person who appear intoxicated, under the influence of narcotics, or under the influence of drugs or medication that may impair their ability to use the area safely are prohibited and will be asked to leave the Association Amenities immediately. Failure of that person, and any associated Guest of that person (if an Authorized User), will constitute a violation of these Rules and Regulations and may result in law enforcement being called to assist in remove the person now deemed trespassers. Additionally, any person who is prohibited to be in these types of areas, such as a convicted sex offender or sexual predator, in accordance with local, state, and federal laws will also be prohibited by these Rules and Regulations and shall not, under any circumstances be deemed an acceptable or authorized Guest or user of the Association Amenities. The Association has no duty to run criminal background checks on any Authorized User or Guest.

The Association reserves the right to prohibit or prevent any function, at any time, for any reason, at its sole discretion with or without notice or clause, including rescinding previous approval, even if a similar function with another Member has been approved or allowed, and even if the same function has been allowed with the same Authorized User in the past.

The Association reserves the right to close any part of the Association Amenities to hold Association sponsored events, such as, but not limited to, community events, fitness classes, specialty classes, educational classes, etc. During this closure, the Association has the right to limit the access by the means of an event registration or ticket sales when appropriate for the function or event.

Any photos that are taken at Association events may be used as general public interest or general purpose in Association newsletters or on the website for the enjoyment of the community. If you wish to have a photo removed, please contact the Association in writing.

Children and Minor Guests must be accompanied by an Adult Authorized User.

Pushing, horseplay, other aggressive behaviors or other disorderly conduct in or around the Association Amenities is not permitted.

Clothing, personal effects, and other personal property should not be left unattended or unsecured in these areas. Safe keeping shall be the responsibility of the owner. Association assumes no liability for risk of loss.

Any signage specific to any area of use must be followed.

If an emergency, injury, or incident occurs, call 911.

All users of the Association Amenities are expected to conduct themselves in a sportsman-like manner. Profanity and any other unsportsmanlike conduct of any kind, by users and/or spectators are not permitted, and are considered abusive and may result in Staff directing the offending person to leave the Association Amenities and not return for the remainder of the day. Repeated violations may lead to further legal action, fine, or suspensions.

No bicycles, rollerblades, or skateboards are allowed on or in any of the Association Amenities.

6. ADDITIONAL RULES AND REGULATIONS FOR USE OF PARTICULAR FACILITIES

6.1 Meeting Rooms

Hours of Operation: Monday-Friday 9 am – 7 pm (unless otherwise scheduled for an event or party)

The use of and reservation of a meeting room is on a first-come-first-served basis and at your own risk.

Rooms may not be used without an Authorized User having first reserved such use with the Association. Reservations can only be made for 2-8-hour intervals or all day. Times must include set up and clean up. More than one reservation may be made as long as a two (2) hour interval is allowed between each reservation. Deposits and fees apply.

If an emergency, injury, or incident occurs, please call 911.

At the conclusion of the scheduled function, the Member shall clean the reserved facility in the following manner:

1. *Dispose of all trash, decorations, and food items in the proper receptacles. All trash must be taken to the Dumpster, which is located next to the Tennis Courts;*
2. *Return all existing furniture to the position and condition in which it was found;*
3. *Clean floors of trash, debris, food items, etc. such that the area is in broom clean condition;*
4. *Replace all trash liners (provided);*
5. *Flush all toilets and pick up and function trash or debris in the restrooms;*
6. *Wipe down all countertops and all non-wood table top surfaces with soap and water;*
7. *Turn off all interior lights;*
8. *Secure all exit doors*

Clean up must be done within the time block allotted and may not be done the next day.

The Meeting Rooms are for Authorized Users and their invited Guests only. It is the responsibility of the Authorized User to supervise their Guests at all times. Authorized User will be held responsible for the conduct of their guests.

Music can be played at a low level as to not disturb the surrounding residences and other Guests only when used during an approved event through the Association. Authorized Users must follow the guidelines for music use in the Meeting Rooms.

Large, inflatable activities are not allowed at any events.

When decorating for events, no tacks or nails are allowed. It is preferred that painter's tape is used to as to incur less damage to walls and preserve the paint. After the event, all tape, marks on the walls and decorations must be removed from the area during clean up. Any damage to the walls or paint will result in the Member paying the Association the cost to repair or repaint, or the Owner forfeiting the deposit.

If during the event the Authorized User notices any maintenance issues, then the Authorized User at the beginning of the event is obligated to report the issue to Association Management, else the Authorized User will be deemed to have caused the problem.

The heating and air conditioning system shall be kept between 72-75 during the summer months and between 68-72 during the winter months. Any damage resulting from an Authorized User adjusting the air conditioning system too far will result in the Authorized User paying the Association the cost to repair, and/or the Owner forfeiting the deposit. Exterior doors are not to be left open at any time.

The Large Meeting Room has a maximum capacity of 120 people with tables and up to 200 when arranged theater style seating. The Small Meeting Room has a maximum capacity of 75 people with tables or 120 when arranged theater style seating. There shall be no exceptions.

All other general Rules and Regulations apply and must be followed.

6.2 *Fitness Center*

Hours of Operation: Sunday-Saturday 5 am - 12 am

Hours are at the discretion of the Board of Directors.

All Authorized Users are encouraged to consult their physician before beginning any exercise program.

Appropriate attire and athletic footwear must be worn at all time in the Fitness Center.

All equipment must be wiped down by the Authorized User after use with the wipes and/or spray provided.

If an Authorized User is waiting, cardiovascular equipment utilization is limited to 30 minutes maximum at one time.

If an Authorized User is waiting for the weight equipment, individuals should allow others to "work in" between sets.

Food is not permitted in the Fitness Center.

Water or other sports drinks must be contained in non-breakable, spill-proof containers. Absolutely no glass containers of any sort are allowed.

Personal music devices are permitted if used with headphones or earbuds and played at a volume that does not disturb others.

Stacked weight equipment should not be slammed while lifting.

No equipment shall be taken from the fitness center.

All concerns, equipment malfunctions, and maintenance needs should be reported to the Association Staff immediately.

Bringing private personal trainers or instructors or providing personal or group training to any user(s) in the Fitness Center is prohibited unless the personal trainer, instructor, Authorized User or Guest is approved by the Association in advance. All trainers or instructors will be required to carry specific insurance amounts, national accredited training credentials, up to date CPR certification and may have to go through a class demo or training protocol audition process. Liability insurance certificates must list the Homeowners Association of Eagle Creek and The Eagle Creek Development Corporation as additional insureds.

Loitering, horseplay, use of equipment in an inappropriate or unsafe manner is prohibited and will result in the person being directed to leave the Fitness Center. Failure to leave will result in issuance of a trespassing warning or additional legal action.

6.3 Kids Playroom

Hours of Operation: Sunday-Saturday 5 am - 12 am

The Kids Playroom is an unsupervised area where children may play while the Authorized User is using the Fitness Center.

Any child that uses the playroom must be able to play independently without supervision and should be able to play with others as the room is open to all Authorized Users for use.

Children using the playroom must not put toys or other items in their mouths while playing.

Children should not leave the playroom to find a parent, as the gym can be unsafe for children to wander in. Parents should be within eye view of the playroom while it is being utilized by the child.

Infants (0-24 months) cannot be left unattended in the playroom at any time.

Any child left in the playroom must be toilet trained.

Food is prohibited in the playroom.

For the health and safety of others, children that are ill should not be left in the playroom.

6.4 Pools and Kids Splash and Play Park

Hours of Operation: Sunday-Saturday Dawn-Dusk

The use of the pools and kids splash and play park are at your own risk.

There is no lifeguard at the pools. Authorized Users are reminded that parents are responsible for the behavior and safety of their children and guests. Children must be supervised at all times by a responsible adult. None of the Released Parties shall be responsible for the supervision of children.

Guests at the pool must be accompanied by an Authorized User in good standing. Authorized Users are responsible for their Guests actions, including but not limited to, any damage to the pool. In general, each Authorized User is limited to no more than six (6) Guests at a time. Any single activity, which will involve more than six (6) Guests and any other special occasions must be pre-approved by the Management Company. All Guests must be accompanied by their Authorized User host at all times when using the pool.

Pools are not reservable or available for exclusive use. Authorized Users and their Guests may not "save" or "claim" tables and chairs for large parties.

No running is allowed within the fenced pool area or in other wet/slippery areas.

Swimmers may not hang on any safety equipment that may be installed.

Glass bottles or containers are not allowed in any area at the pools.

All swimmers must wear proper swimming attire. Street clothes are not allowed in the pools. All children less than two (2) years of age or not toilet trained must wear approved swim diapers in the pool. Changing rooms and Restrooms should be utilized for changing.

No flips, twists, cannonballs, can openers, back dives, back jumps, or any other unsafe entry into the water will be allowed from the side of the pools.

No diving.

Inflatable beach balls, flotation devices, and other such items are not allowed. Swimming pool play items should not interfere with the use or enjoyment of the pools by others. Water wings for children shall be the only exception.

No foreign objects, foreign substances (bubble bath, soap, beverages, etc.) are permitted in the pool. Water balloons, squirting toys, and wheeled toys or vehicles are not allowed, including without limitation skateboard, scooters, rollerblades or bicycles.

Running, dunking, pushing, horseplay, or other aggressive behaviors or disorderly conduct in or around the pool areas are not permitted and may result in Staff directing the person or person to leave the pool area immediately and to not return for the remainder of the day.

Children and Minor Guests must be supervised at all times by a responsible adult. Supervision requires that the responsible adult is within visual and auditory contact at all times. If any child required the use of a personal flotation device and cannot swim, a responsible person must supervise such child.

All person must leave the pool and pool areas if maintenance personnel request the area to be temporarily vacated for cleaning or service.

Authorized Users are not to attempt to reserve chairs by leaving personal items on the chairs unless they expect to return promptly.

6.5 Pavilions

Hours of Operation: Sunday-Saturday 7 am - 10 pm

Authorized Users must clean up area after use and before leaving the area.

Music can be played at a low level as to not disturb the surrounding residences and other Guests only when used during an approved event through the Association. Authorized Users must follow the guidelines for music use in the Association Amenities.

Large inflatable activities are not allowed at all events.

When decorating for events, no tacks or nails are allowed. It is preferred that painter's tape is used to as to incur less damage to walls and preserve the paint. After the event, all tape, marks on the walls and decorations must be removed from the area during clean up. Any damage to the walls or paint will result in the Authorized User paying the Association the cost to repair or repaint, or the Member forfeiting the deposit.

6.6 Basketball Courts

Hours of Operation: Sunday-Saturday 7 am - 10 pm

No food, glass containers or alcoholic beverages are allowed at or on the courts.

Basketball Courts are for playing basketball only.

Proper attire and athletic footwear are required at all times on the court.

Courts are for Authorized Users and their accompanying Guests only.

Hanging on the basketball rims is not permitted.

Pushing, horseplay, other aggressive behaviors or other disorderly conduct in or around the courts or court areas is not permitted.

Personal music devices are permitted if used with headphones or earbuds and played at a volume that does not disturb others. No other forms of music (speakers, players, etc.) are allowed.

6.7 Tennis and Pickleball Courts

Hours of Operation: Sunday-Saturday 7 am - 10 pm

Tennis and Pickleball court reservations are limited to one (1) reservation per household per day, for one (1) hours session for singles or one and one half (1 ½) hour session for doubles. Reservations may be made online at www.townsq.io.

No food, glass, or alcoholic beverages are allowed.

Tennis courts are for the play of tennis or pickleball only.

Appropriate attire and athletic footwear are required.

Authorized Users may not hang on fences, nets, or other equipment.

Personal music devices are permitted if used with headphones or earbuds and played at a volume that does not disturb others. No other forms of music (speakers, players, etc.) are allowed.

Private Tennis or Pickleball lessons are not allowed unless through an Association approved Professional. Private coaches or professionals must follow the Association's requirements for approval, insurance, certifications, etc. as laid out in this document, similar to the requirements for personal trainers.

6.8 Dog Parks

Hours of Operation: Sunday-Saturday Dawn-Dusk

Dogs must be current on all vaccinations, have a current rabies tag, and a dog collar on at all times in any Association area.

Puppies under five (5) months of age or females in heat are not permitting.

Each dog must be accompanied by a handler at all times. Handler must have reasonable control over the dog at all times. Aggressive or ill-mannered dogs must be removed immediately.

Handlers must clean up after their dog. Failure to do so may result in the Authorized Users future loss of privilege to use the Dog Parks.

No bikes, strollers, skates, or children's toys are allowed in the dog parks.

No human food items are allowed in the dog parks. Dog treats must be removed if they cause a problem.

Dogs are permitted off leash only inside the fence.

Is it the responsibility of each handler, whether the owner of the dog or not, to manage both their dogs and their toys. It is essential that dogs and their owners be able to use their toys responsibly, for the health and enjoyment of dogs and owner alike.

Incidents in the dog park are to be reported to the Association Office for tracking. All Authorized Users with pets are responsible for the conduct of their dog, whether they own the pet or not (i.e. the pet is visiting, or the Authorized User is pet-sitting). The Released Parties are to be held harmless for incidents arising for the use of or near the Dog Parks.

6.9 Multipurpose Fields

Hours of Operation: Sunday-Saturday Dawn-Dusk

No food, glass containers or alcoholic beverages are allowed on the field at any time.

Proper attire and athletic footwear are required.

Personal music devices are permitted if used with headphones or earbuds and played at a volume that does not disturb others. No other forms of music (speakers, players, etc.) are allowed.

Private lessons or organized teams are not allowed unless through an Association approved Professional. Private coaches or professionals must follow the Association's requirements for approval, insurance, certifications, etc. as laid out in this document, similar to the requirements for personal trainers.

7. RECREATION FACILITIES RENTAL INFORMATION

7.1 General Reservation Policies

The use of the Meeting Rooms shall be by reservation only. The use of the Pavilions or Tennis/Pickleball Courts may be reserved for exclusive use, and unless reserved, are on a first-come-first-served basis. The basketball courts, patio area, multipurpose fields, dog parks, Fitness Center, aerobic area, pools and gazebos are available on a first-come-first-served basis and cannot be reserved. All areas shall be used at your own risk.

Reservations are available to Members in good standing, which shall be defined as Members not more than 90 days delinquent on all assessments, charges, and fines,

and have not been barred from any other use(s) of the Association Amenities. Tenants who are leasing property in Eagle Creek shall be eligible to make a reservation provided:

- 1. The Homeowner and/or Tenant has completed the Orientation procedure and paid the Transfer of Amenities Fees*
- 2. The homeowner is current on all assessments, charges, and fines*
- 3. A valid lease is on file with the Association*

The Association Amenities reservations are available to Members and Tenants only.. Reservations may not be made by a Member on behalf of anyone else, regardless of relationship.

Any reservations shall be for the specific location only and shall not include any other portion of the Amenities, including but not limited to; restrooms, lobby, playgrounds, basketball court, multipurpose field, pools, and parking lot. These other amenities shall remain unencumbered by any reservation and may be used by any other Authorized Users during the reservation time(s).

Members and/or Tenants are responsible for entering their guests into the access control website for guest entry. Management is not responsible for providing gate access to any guests for reserved facilities.

The Member and/or Tenant shall be personally responsible for the conduct and actions of any person attending the function for which the reservation was made. This includes monetary charges for the reservation, for any and all damages or missing items, and for ensuring the facilities are left in a clean and orderly manner. As part of this responsibility, the Member and/or Tenant must be present at all times, beginning with the initial set-up through the final clean-up. If the Member and/or Tenant is not found to be present, the function will be terminated immediately, and the guests required to leave. If the guests fail to leave, either the Association or their agent will contact local law enforcement. The Member and/or Tenant will be liable for all clean up charges and may be subject to suspension of the ability to reserve for future events if so determined by the Association's Violation Hearing Committee and/or Board. There will be no refund of any kind. If at any time, in the sole discretion of the Association or their agent it is determined that the conduct at the function has become excessively rowdy, illegal, destructive, or unsafe, the function will be terminated immediately, and all guests will be required to leave. If the guests fail to leave, either the Association or their agent will contact local law enforcement. The Member and/or Tenant will be liable for all clean up charges and may be subject to suspension of the ability to reserve for future

events if so determined by the Association's Violation Hearing Committee and/or Board. There will be no refund of any kind.

If alcohol is being served during an event or function, in addition to complying with any other requirements regarding Association approval of the serving of alcohol, the Member and/or Tenant applicant shall be required to submit its homeowners or renter's insurance certificate containing the policy number, insurance company name, agent, and agents phone number as part of the application. The Homeowners Association of Eagle Creek must be listed as an Additional Insured on this policy and insurance certificate.

The Association will notify the Member and/or Tenant if there is a need to change or cancel a reserved party or event. If cancelled by the Association, the Member and/or Tenant will be issued a refund of any deposits or fees. The Association owes no duty to any Member and/or Tenant and shall not be responsible for any damages or incidental costs or expenses incurred by the Member and/or Tenant related to the cancellation or modification of any reservation.

If a reservation is cancelled by a Member and/or Tenant, this cancellation must be done in writing to the Association. If proper notice is not given at least 48 business hours prior to the event, only the deposit will be refunded. If the reservation is cancelled, in writing, more than 48 business hours prior to the event, a full refund of both the usage fees and deposit will be issued. There will be no prorated usage fees for events that may end before the end time listed on the event request.

7.2 Reservation System

Members and/or Tenants shall first complete the Reservation Application and submit it to the office along with the usage fees and deposit. These need to be paid for by two separate forms of check or money order. No cash will be accepted. Applications must be submitted in total at least fourteen (14) days prior to the function date.

The office shall process the completed application, which must include payment, in order to be deemed a completed application, promptly and notify the Member and/or Tenant accordingly.

Reservations are taken in order of submission date and time of the completed application and fees. Incomplete applications and/or those submitted without the fees shall not be deemed as having been submitted and will not be given a place in the reservation queue.

Reservation times for the Meeting Rooms and Pavilions are in two (2) to eight (8) hour blocks with an optional full day rental. Start times shall begin no earlier than 9:00am and end no later than 11:00pm (for Meeting Rooms) and 9:00pm (for Pavilions and Tennis Courts). Time slots include set-up and break-down.

Reservations may be made by two (2) or more parties in the same day provided there is at least a two (2) hour separation in time.

The Member and/or Tenant, by making the reservation, agree to have any charges in excess of the deposit charged to the account of the Member and thereafter treated and collected as if such charges were an assessment.

In the event that any or all of the security deposit will not be returned to the Member and/or Tenant or additional charges are incurred, the office will contact the Member and/or Tenant in writing and provide an explanation which shall include, but not limited to:

1. *Amount(s)*
2. *Reason(s)*
3. *Items or infractions*

The Member and/or Tenant shall have three (3) days to respond. No response from the Member and/or Tenant within the allotted time shall constitute agreement with the deductions or charges. If the Member and/or Tenant responds within the allotted time, the Association may or may not make adjustments. All decisions regarding such adjustments shall be at the sole discretion of the Association. Such charges will be treated as an individual Special Assessment to the Owner, as defined in the Declaration. It is the responsibility of the Member to obtain reimbursement from their tenant when applicable.

7.3 Food Service and Specific Use Policies

Food services, including dishes, glassware, linens, tables and the like must be procured and arranged through and/or by the Member and/or Tenant, which may include a caterer of the Members choice.

If a Member and/or Tenant chooses to use a caterer for their event, the Member and/or Tenant must pay the catering kitchen rental fee as outlined in the fee schedule, along with all other fees at the time the reservation is placed. Caterers must have liability insurance and must include The Homeowners

Association of Eagle Creek as additionally insured on the certificate of insurance.

The catering kitchen includes the use of the sink, refrigerator, and space. Any other items located in the catering kitchen are not for general use and should not be utilized.

At the conclusion of the scheduled function, the Member and/or Tenant shall, or cause to have the facility cleaned in the following manner:

- 1. Dispose of all trash, decorations and food items into proper receptacles and taken to the dumpster (located in the parking lot, near the tennis courts)*
- 2. Return all existing furniture to the position and condition in which it was found*
- 3. Replace all trash liners provided*
- 4. Flush all toilets and pick up any function trash or debris*
- 5. Wipe down all countertops and all non-wood table top surfaces with soap and water*
- 6. Turn off all interior lights*
- 7. Secure all exit doors to be sure they are locked.*

Cleaning must be completed within the time block allotted and may not be done the next day.

Failure to properly clean up after a function will result in a cleanup fee.