

Initial Rules and Regulations of the Association

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Covenants and Restrictions for Declaration of Covenants and Restrictions for Heritage Oaks.

These Rules and Regulations apply to the clubhouse, the swimming pool, the lakefront atrium, the fire pit and the playground (the "Amenities"), and shall apply equally to Owners, their families, guests, staff, invitees, licensees and tenants.

1. GENERAL

1.1. Pets. With the exception of facilitating animals (i.e., seeing eye or hearing impaired dogs), no animals may be brought into the Amenities. In no event shall such animals be permitted in the swimming pool.

1.2. Attire. No attire other than appropriate swimwear attire as determined in the sole discretion of the Board of Directors shall be worn in the swimming pool and clubhouse area.

1.3. Facilities – Private Use. The clubhouse is available for private parties or events and may be reserved or set aside for exclusive use by Owners. A cleaning deposit shall be required to reserve the clubhouse, and the amount of such deposit shall be established by the Board of Directors.

1.4. Parking. Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed.

1.5. Commercial Advertisements. Except as otherwise provided in the Declaration, commercial advertisements may not be posted or circulated in the Amenities, nor shall business of any kind be solicited or conducted in the Amenities.

1.6 Other Restrictions.

1.6.1. Children under 16 years and minors sixteen (16) years and over that are guests and visitors of an Owner may use the Amenities only with adult supervision and must be accompanied at all times by an adult with his or her ability to supervise the child or minor.

1.6.2. Non-residents may not use the Amenities unless accompanied by a resident. Said resident is responsible for informing his or her guest of these Rules and Regulations and of any risks involved in the guest's use of the Amenities. All parties shall indemnify and hold the Association and its agents harmless against any and all claims, which the guest may bring against the Association or its agents arising from use of the Amenities.

1.6.3. Guests may not have guests.

1.6.4. Smoking, including cigar and pipe smoking, is prohibited on the Common Property.

1.6.5. No alcoholic beverages of any kind may be brought into or used at or in the Common Property. Glass and breakables are strictly prohibited.

1.6.6. Eating and drinking in the swimming pool is prohibited.

1.6.7. Roller blades, skateboards, bicycles and similar devices may not be brought into or used at or in the Amenities.

1.6.8. Horseplay, profanity and disruptive behavior are strictly prohibited at all times.

1.6.9. Firearms and other weapons of any kind are not permitted in the Amenities at any time.

1.7. Hours of Operation. The Amenities shall be open on the days and during the hours established by the Board of Directors from time to time. Those days and hours are currently established as follows: MONDAY-SUNDAY from 8am to dusk.

1.8. Responsibility for Personal Property and Persons.

1.8.1 Each resident assumes sole responsibility for the health, safety and welfare of such resident, his or her immediate family members and guests, and the personal property of all of the foregoing.

1.8.2 The Association is not responsible for any loss or damage to any private property used in the Amenities. Without limiting the foregoing, any person parking a car within the parking area of the Common Property assumes all risk of loss with respect to his or her car; equipment, jewelry or other possessions stored in the clubhouse, on bicycles, or within cars, and wallets, books and clothing left in the pool area.

1.8.3. Any resident, immediate family member, guest, or other person who, in any manner, makes use of, or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, in the Amenities, shall do so at their own risk. Every resident shall be liable for any property damage and/or personal injury at the Amenities, or at any activity or function operated, organized, arranged or sponsored by the Association, caused by any resident, immediate family member or guest. Each resident, immediate family member, and guest shall be jointly and severally liable to the Association in connection with the foregoing. Without limiting the foregoing, the Association may impose a fine on a resident (as and to the extent permitted under the Act) in addition to requesting that a resident pay the Indemnified Parties (as defined hereinafter) all losses incurred.

1.8.4. Property or furniture belonging to the Association shall not be removed from the Common Property.

1.7.5. In addition, each resident, immediate family member, or guest agrees to indemnify and hold harmless the Association, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Indemnified Parties") against all actions, injury, claims, loss, liability, damage, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such resident's use of the Amenities by residents, immediate family members and guests, or the interpretation of these Rules and Regulations and/or from any act or omission of the Association or of any of the Indemnified Parties.

1.7.6. Should any resident, immediate family member, or guest bring suit against Association or any of the Indemnified Parties, the resident, immediate family member and guest shall be liable, jointly severally, to such parties for all losses, costs and expenses incurred by the Indemnified Parties in defense of such suit, including attorney's fees, paraprofessional fees, and courts costs and expenses at trial and upon appeal.

2. SWIMMING POOL AND SURROUNDING DECK

2.1. Risk of Use.

2.1.1. No lifeguard is present in the pool area. Use of the pool is AT YOUR OWN RISK.

2.1.2. Diving, running, horseplay, loud music, rafts, bicycles, roller blades and skateboards are not permitted in the pool or the surrounding deck.

2.2. Hours of Operation. The pool and surrounding deck are open from 8 a.m. to dusk daily.

2.3. Other Restrictions.

2.3.1. All persons must shower before entering the pool. Minors who are not toilet trained must wear swimming attire designed to prevent pool contamination. Disposable diapers are not allowed. Any person causing contamination of the pool will be assessed for the cost of draining and re-treating the pool if necessary.

2.3.2. No toys, balls or inflatables are permitted in the pool. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as floatation devices to assist non-swimming minors under adult supervision.

2.3.3. Towels are to be placed upon all chairs and lounges prior to use and all chairs and lounges must be wiped clean of lotion, oil, etc., prior to leaving.

2.3.4. Tables are to be wiped clean, debris removed, and umbrellas closed after use and prior to leaving.

2.3.5. All pool furniture, if moved, must be returned to its original location.

2.3.6. All persons using the pool areas are responsible for keeping the areas clean by properly disposing of trash.

2.3.7. Chaise lounges are available for residents' use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible Resident.

2.3.8. VISITING CHILDREN OR MINORS UNDER THREE (3) YEARS OF AGE ARE NOT PERMITTED IN THE POOL UNLESS SAID MINOR (A) IS WEARING SWIMMING ATTIRE DESIGNED TO PREVENT POOL CONTAMINATION AND (B) IS BEING HELD BY AN ADULT WHILE IN THE POOL. MINORS UNDER THE AGE OF SIX (6) YEARS OF AGE ARE NOT ALLOWED IN THE DEEP AREA OF THE POOL.

2.3.9. Residents shall not tamper with, adjust, turn on or off any pool pumps, timers, heaters, filters, valves related to the swimming pool and should report any malfunctions to the Association's management or Board member.

3. Rule Changes. The Board of Directors of the Association reserve the right to change or revoke existing Rules and Regulations and to make such additional Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of the Owners.