



Photo by Leesa Burzynski

## **COMMUNITY, CLUBHOUSE AND ACC RULES AND REGULATIONS**

December 19, 2023

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#### **GENERAL INFORMATION**

This booklet contains the Kings Ridge Community and Clubhouse Rules and Regulations and an overview of the Architectural Control Committee.

The Kings Ridge Community Association Board of Directors shall have the right to promulgate and impose further rules and modify, alter, amend, implement, clarify, rescind and augment any of these Rules and Regulations or any of the same with respect to the use, operation and enjoyment of all or a portion of the properties, the common areas, community services and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of common areas, community services and establishing hours and manner of operation) as needed. Any changes will be noted in the monthly Royal Times newsletter and a current version of the entire document will be maintained on the community website.

Your Neighborhood Document Book may differ from that of the Community Association. Please contact your Neighborhood Association if you have questions on a possible conflicting Rule.

Each resident and/or guest shall comply with and use the common areas, community services and areas within the properties in accordance with the Community Declaration and Rules and Regulations promulgated in accordance with the Community Declaration.

Residents, tenants, all guests, and invitees, by accessing the various amenities of the Community, recognize the inherent risks associated with any activity, and expressly assume all such risks of any kind and agree to hold the Association harmless for all accidents, injuries, and any associated claims of any kind which may arise as a direct or indirect result of such use.

#### **HOURS OF OPERATION**

Office Hours:

Monday to Saturday - 9:00 AM to 9:00 PM

Sunday - Noon to 5:00 PM

Note: The office is closed on Wednesday from 2:00-3:00 pm

Clubhouse:

Monday to Friday - 7:00 AM to 10:00 PM Saturday - 8:00 AM to 10:00 PM Sunday - Noon to 6:00 PM

Clubhouse Pool & Gym:

Daily - 6:00 AM to 10:00 PM

Clubhouse Sports Courts:

Daily - 6:00 AM to 10:00 PM

North Spa Building and Pools:

Daily - 6:00 AM to 10:00 PM

#### IMPORTANT NOTE:

North Spa building and pool gates entry access system is programmed to unlock at 6AM & lock at10PM. The entry access system will soon be installed at the Clubhouse pool & gym, the system is programmed to unlock at 6AM & lock at 10PM.

\*Please plan your spa time to begin at 6AM and complete by 10PM, as you will not be able to access the building after hours.

#### **COMMUNITY ASSOCIATION RULES**

#### PARKING AND ROAD REGULATIONS

#### Recreational Vehicles, Camper Trailers and Vehicles with Living/Sleeping Facilities. (RV)

- If the driveway can physically accommodate the RV, then the RV may be temporarily parked in the driveway for a maximum of twenty-four (24) hours. Parking on the grass areas are not permitted, nor may the RV extend into the street. Parking in the street is not permitted at any time.
- 2. Guests or homeowners may not occupy an RV at any time while parked in the driveway.
- 3. Exterior repairs (other than in the event of an emergency) of the parked RV are not permitted at any time. Usual and customary maintenance is permitted during the temporary parking period.
- 4. RV parking time may be extended in increments of twenty-four (24) hours for sufficient reason upon request to, and approval of, the neighborhood President or his/her designate. Maximum stay is forty-eight (48) hours.

#### **Privately Owned Vehicles (POV)**

- 1. POV includes passenger cars of any manufacturer's design, SUV's, pick-up trucks, mini-vans, station wagons and similar vehicles if used by occupant daily for normal transportation.
- 2. POV of occupants and guests may be parked in the driveway at any time.
- 3. Covers are not permitted to remain on POV parked in the driveway for more than seventy-two. (72) hours in any thirty (30) day period.
- 4. On-street parking on Common Area roadways shall be strictly prohibited absent special exception granted by the Board due to temporary circumstances (e.g., repaving of a Neighborhood roadway). Vendors providing a service to the homeowner may park in the street while temporarily visiting home occupants, with notice and approval by Management.
- 5. POV with advertising owned by home occupant(s) must always be parked within the garage. Governmental vehicles are exempt if occupant is required to have such vehicle at home 24/7.
- 6. Parking (and driving) on unpaved areas is not permitted under any circumstances at any time, as this may damage grass and plants and more critically, the irrigation system.

#### Boats, Commercial Vehicles, Trucks, Vans and Trailers

- No Commercial Vehicle may be parked on any area in the Property except for in the enclosed portion of the garage. For purposes of this Policy, Commercial Vehicles shall mean any Vehicle that:
  - (a) resembles a tow truck, utility truck, commercial or utility van, and/or commercial passenger van, reasonably determined by the Covenant Enforcement Review Board (CERB)/Covenant Enforcement Committee (CEC).
  - (b) displays the name, trade name, telephone number or other identifying information of any business or governmental entity  ${\bf or}$
  - (c) otherwise bears the appearance of a commercial vehicle by reason of its normal contents (e.g., trade goods, extensive tools, ladders, roof racks), as reasonably determined by the CERB/CEC

The provisions of this Section shall not apply to:

(a) Vehicles that are exempt from this Section under applicable law; or

- (b) Vehicles operated by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while such services are being performed; or
- (c) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, and in performing and in performing all other rights, duties and obligations of the Association under this Declaration.
- 2. No boats, jet skis, or similar watercraft, trailer of any kind, recreational vehicle, RV, dirt bike, ATV, or any other vehicle, trailer or means of conveyance intended primarily for recreational purposes as reasonably determined by the CERB/CEC, may be parked anywhere on the Property, except on a temporary basis for good cause shown, such as for temporary loading and unloading (see above regarding rules specific to RV's). The Board or Neighborhood representative shall have the authority to establish more specific limitations with respect to any temporary parking of a recreational vehicle, including limitations on duration and to avoid repetitive temporary parking of such vehicles.

#### Rules of the Road

- 1. Posted speed limits and traffic signs shall be observed throughout the community by all drivers of vehicles, no matter how powered (golf carts and bicycles/e-bikes included).
- 2. Pursuant to applicable Florida Statutes, all vehicles, no matter how powered, shall travel on the right side of the road throughout the community. Golf carts or other motorized vehicles are not permitted to travel on sidewalks.
- 3. Where available, pedestrians and joggers shall utilize sidewalks or in the absence of sidewalks, use the designated pedestrian pathway on neighborhood streets. However, it is recommended that pedestrians walk on that side of the road facing traffic. Note that some concrete walkways are not sidewalks but rather golf cart paths.
- 4. Any person driving a golf cart must do so in a responsible manner, and:
  - If under 18 years of age must possess a valid learner's driver license or valid driver license.
  - If 18 years of age or older possess government-issued photo identification.
- 5. As stated above, recreational vehicles are prohibited within the Property except as expressly permitted herein. There shall be no operation of dirt bikes, ATV's, or other recreational vehicles upon the Common Area roadways except in connection with temporary parking as may be approved in accordance with these Rules and Regulations.

#### **VISITOR ENTRANCE POLICY AND PROCEDURE**

#### **Policy**

- All visitors without access devices (gate cards & transponders) must enter by the front gatehouse entrance only and are required to show a valid driver's license to enter the community. Visitors failing to produce such identification will be denied access.
- Residents are responsible for the use of access cards and transponders assigned to persons on the resident profile sheet filed with the Association office. Misuse of access cards and transponders shall be referred to the (CERB) and (CEC), which may terminate or otherwise suspend function of all household cards and transponders following the guidelines provided in the CERB/CEC Charter.
- 3. Residents may not assign access cards or transponders to any vendor or contractor. Such action

- will be referred to the CERB/CEC, which may terminate or otherwise suspend function of all household access cards and transponders.
- 4. All comments, concerns and questions regarding this policy should be addressed in writing to the Board of Directors for Kings Ridge Community and sent to the Association office located at the Clubhouse.
- 5. Any acts of aggression, verbal and/or physical, to any employee of the gatehouse by any resident, guest or invitee, including vendors will be referred to the CERB/CEC for appropriate action as defined in the CERB/CEC Charter. Owners are responsible for the acts of their tenants, guests, vendors, and invitees.
- 6. Golfers will be processed as visitors. Golfers will be issued a one (1) day pass which will be placed on their windshield for display. Golf course pro shop will deliver to gatehouse each day atee sheet for that day. Same day golfers and those using the driving range will be coordinated with the pro shop from the gatehouse to validate entry.

#### **Procedure**

- 1. Permanent visitors are to be placed on the resident profile by contacting the Association office at (352) 242-9653. A maximum of five (5) permanent visitors are allowed on each profile. EXCEPTION: A renter may have the "owner's name(s)" listed as an additional permanent visitor so that they are able to access their home when necessary.
- 2. One-time visitors are to be placed on the resident profile by one of the following methods:
  - Computer access from home, computer access from the computer lab at the Clubhouse, or by calling the gatehouse (352) 242-5008.
  - One-time visitors must include a visiting date.
- 3. Calls to the gatehouse should be twenty-four (24) hours in advance of the visitor when possible.
- 4. Contractors are to be placed on your resident profile as a guest by any of the following methods:
  - Computer access from home, computer access from the computer lab at the Clubhouse or by calling the gate house (352) 242-5008.
  - Contractors must always have an expiration date listed (maximum of thirty (30) days).
- 5. Please contact the Association office for additional assistance, questions or comments.

#### **ASSESSMENT COLLECTION POLICY**

Under authority of the Association documents and the Board of Directors, the following Collection Policy shall be in effect for the Kings Ridge Community Association. The Association's management company shall administer this policy.

- 1. Assessment payments are due on the 1st day of each month. If payment is not received within fifteen (15) days of the due date, a "Late Notice" shall be sent to the homeowner and interest shall be charged at an annual rate of eighteen (18%) percent on the sum that is delinquent from the date of delinquency until paid.
- 2. Any homeowner assessment not paid within fifteen (15) days after the due date shall bear a late fee in the amount of \$25.00 for each installment of assessments paid past the due date.
- If payment is not made within thirty (30) days of the due date, an "Intent to Lien Notice" shall be prepared and mailed by the Association's management company in accordance with Florida Statutes.
- 4. If the outstanding balance related to the delinquent assessment is not paid within forty-five (45) days of the "Intent to Lien Notice", the Association's management company shall cause a lien to be recorded on the property and send a notice of foreclosure.
- 5. If the outstanding balance has not been paid within fifteen (15) days of the processing of the lien (approximately ninety (90) days from due date), the account will be sent to the Association's

- attorney to commence foreclosure action. The Association's management company is authorized by the Board to execute any necessary documents, cost deposits, and take such other actions as may be necessary to begin and facilitate the foreclosure process. The attorney and/or management company may suspend or cancel the foreclosure/collection action if, in their judgment, circumstances make continuance of such action legally or economically in advisable, such as certain situations involving mortgage foreclosure or bankruptcy.
- 6. Requests for payment agreements must be made in writing and approved by the Board of Directors. Homeowners in default on approved payment agreements will revert to the collection schedule outlined above without further notice. Pursuant to Florida Law, the delinquent homeowner is ultimately responsible for the payment of the charges, costs and attorney's fees related to the collection of delinquent assessments. To the extent possible, management and the association's attorney will endeavor to collect these fees and costs from the homeowner as permitted by law. The above collection policy and timeframes are intended to be a guideline and all actions are subject to administrative and processing delays. However, any deviation from this policy shall not constitute a waiver of any rights or remedies of the Association in collecting amounts due.

Under Florida Law the Association has the right to proceed with foreclosing on a home after a lien has been recorded.

#### **HOMESITE USE GUIDELINES**

- <u>Use</u> -- Each homesite is restricted to residential use as a residence by the owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Use of the common areas is similarly restricted.
- 2. <u>Leases</u> -- No Owner may lease, rent, assign, or lend any Home and/or Homesite, or any interest in any Home and/or Homesite during the first twelve (12) consecutive calendar months following acquisition of title to the Homesite. Homesites may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a homesite. All leases or occupancy agreements shall be in writing and a copy thereof shall be provided to the Community Association. No homesite may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term, and no lease shall be approved for a term of less than one hundred fifty consecutive (150) days. No timeshare or other similar arrangement is permitted. The owner must make copies of the Community Declaration, Rules and Regulations and related documents available to the lessee or occupants. Tenants must meet the Kings Ridge Association age requirements. (See Addendum A Age Affidavit). Note: Owners are required to surrender their Clubhouse member ID badges during the rental period or renter ID badges will not be issued. Owner ID badges will be held until rental agreement expires and the renter ID badges are turned in. (Article IX, Section 3.A.2. of the Declaration)
- 3. <u>Ownership by Entity</u> -- In the event that an owner is other than a natural person, (such as a Co-Op) that owner shall, prior to the purchase of the homesite, designate the person(s) who is to be the occupant(s) of the homesite and register such persons with the Community Association. All provisions of the Community Declaration and Rules and Regulations promulgated pursuant thereto shall apply to such owner and designated occupant(s) as though they had title to the homesite.
- 4. <u>General Use Restriction</u> -- The properties, homesites and homes, or any part thereof, shall not be used in any manner contrary to the Community Declaration, Community Standards or Rules and Regulations promulgated pursuant thereto.
- 5. <u>Lawful Use</u> -- No immoral, improper, offensive or unlawful use shall be made of the properties,

- common areas, and community services, homesites or homes. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification, or repair of a portion of the properties shall be the same as the responsibility for maintenance and repair of the property concerned.
- 6. <u>Pets</u> -- No animals of any kind shall be raised, bred, or kept within the properties except that normal fish tanks and domestic pets or animals (e.g., dog or cat) may be kept or harbored in a home or on a homesite so long as such pet or animal does not constitute a nuisance. The number and size of the domestic pets or animals in each Neighborhood shall be set forth on each Neighborhood Declaration. A determination by the Board of Directors that an animal or pet kept or harbored in a home or on a homesite is a nuisance shall be conclusive and binding on all parties.
  - No pet shall be permitted outside a home except on a leash. In areas where pets are allowed, they must be restrained by a leash not more than six (6) feet in length per Lake County Code of Ordinances, Section 4-27.
  - No pet or animal shall be "tied out" on the exterior of the home, in the common areas
    or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures
    shall be permitted on any homesite.
  - Lake County requires dog owners to exercise sufficient care and control over their animals. Owners are prohibited from letting their dogs run at large, continuously, or repeatedly bark or cause other objectionable noise and damage or destroy the property of another. To read more prohibitions on dogs, see Lake County code of Ordinances.
  - Should notice of removal of any pet considered a nuisance be given by the Boardof Directors, the pet shall be removed within forty-eight (48) hours of the giving of the notice.
  - The owner or person walking the pet shall clean up all matter created by the pet. Each owner shall be responsible for the activities of their pet(s).
  - Do not walk your pets on your neighbor's property.
  - Do not allow pets to walk in any mulched area of common area property and do not allow pets to urinate on common area plants or bushes.
  - No pets shall be walked in the areas inside or surrounding the Clubhouse and North Spa.
  - Notwithstanding anything to the contrary, service and "emotional support" animals shall not be governed by the restrictions contained in this paragraph but shall be governed by applicable law (Fair Housing Act, 760.27, Florida Statutes)
- 7. <u>Nuisances</u> -- No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the properties is permitted. No firearms shall be discharged within the properties other than when unavoidable for the protection of life or injury of self or another self-defense. Nothing shall be done or kept within the common areas, parcel or dwelling which will increase the rate of insurance to be paid by the Association. The Board, CERB and CEC shall have the authority to determine whether a particular activity constitutes a violation of the provisions hereof and their determination shall be conclusive and binding.
- 8. <u>Children's Use of Facilities</u> -- Persons who are not eighteen (18) years of age or older shall not be permitted to use the common areas or community services unless under the supervision of an adult owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as the Community Association may from time to time establish and

- require. Owners shall be responsible for all actions of minor children visiting or occupying the homesite at all times in and about the properties. The Community Association shall not be responsible for any use of the facilities by anyone, including minors. Failure to follow the guidelines in relation to the use of the facilities by persons who are not eighteen (18) years of age or older will be cause for the resident to be referred to the CERB/CEC. All residents of thathousehold may be suspended from use of common area facilities for thirty (30) days or more and/or be charged an appropriate fine as outlined in the CERB/CEC Charter.
- 9. <u>Obstructions</u> -- The sidewalks, entrances, passages, roadways, drainage facilities, and all other common areas and community services may not be obstructed, encumbered or used by owners for any purpose other than the purpose for which they were designed.
- 10. <u>Common Areas</u> -- The common areas shall be used in accordance with the Community Declaration and Rules and Regulations promulgated relating thereto. All persons using the common areas and community services shall do so at their own risk. No water bodies shall be altered except in accordance with appropriate governmental approvals. All owners, occupants, lessees and others within the properties assume the risk associated with the waterways and pools. The Community Association shall not be responsible for any loss or injury suffered relating to any waterbody or pool and is not obligated to erect any fences around any such water-bodies or pools.
- 11. <u>Personal Property</u> -- All personal property of occupants shall be stored within the homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the common areas.
- 12. <u>Garbage Cans</u> -- No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any homesite to be visible from outside the homesite.
- 13. <u>Control of Contractors</u> -- Except for direct services which may be offered to owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than a Community Association manager or officer shall direct, supervise, or in any manner, attempt to assert any control over any contractor of the Community Association. All concerns and issues must be brought directly to the attention of the Community Association manager.
- 14. <u>Domestic Help</u> -- Domestic help of any resident may not gather or lounge in or about the common areas.
- 15. Cooking -- No cooking shall be permitted, nor shall any goods or beverage be consumed on the common areas *except* in areas designated for those purposes by the Community Association.
- 16. <u>Substances</u> -- No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste or substance shall be kept on any homesite or in any home, except those that are required for normal household use.
- 17. <u>Business Activities</u> -- Except for normal construction activity and sale and resale of homesite and operation of the Clubhouse facilities and golf course, no commercial or business activity shall be conducted in any home or within the Properties. Only businesses that require no traffic to the home are permitted. No owner may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed on the Properties without the prior written consent of the Community Association. No garage sales are permitted. One yearly "community wide" garage sale may be allowed; however, the event

mustbe approved in advance by the majority of the Board of Directors each year.

- 18. <u>Estate Sales</u> Estate sales are allowed by "appointment only". All visitors must be registered by calling the gatehouse or using the online system. All registered visitors must use the visitor lane at the front gate entrance for entry. No signage is allowed in the windows or on the outside of the residence. No items may be placed outside of the home and the garage door must remain closed during the estate sale. An 'Open House' is not allowed. ("For Sale and/or Lease" information package).
- 19. <u>Completion and Sale of Units</u> -- Neither the owners nor the Community Association, nor their use of the properties or Clubhouse facilities, shall interfere with the completion and sale of homesites within the properties.
- 20. <u>Alterations and Additions</u> No material alteration, addition or modification to a homesite or home, or material change in the external appearance thereof, shall be made without the prior written approval obtained as required by the Community Declaration. For purposes hereof, the erection of placement of any sign (as defined by the Architectural Control Committee (ACC)) on or within a residence or a POV which is visible from the exterior of the residence shall be considered an alteration.
- 21. <u>Maintenance</u> -- No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any homesite. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any homesite. All lawns, landscaping and sprinkler systems and any property, structures, improvements, and appurtenances shall be well maintained and kept in firstclass, good, safe, clean, neat and attractive condition. Each owner shall maintain the property from their homesite boundary to the edge of the water. All owners shall maintain their yards andadjoining main property to the edge of adjoining roadway asphalt.
- 22. <u>Wells and Septic Tanks</u> -- Except as originally installed by the developer, no individual wells will be permitted on any homesite within the Community and no individual septic tanks will be permitted on any homesite within this Community.
- 23. <u>Oil and Mining Operations</u> -- Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall not be permitted upon or on any homesite, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any homesite. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any homesite.
- 24. <u>Visibility/Corner Homesites</u> -- No obstruction to visibility at street intersections shall be permitted. Visibility clearances shall be maintained as required by the appropriate legal requirements.
- 25. <u>Casualty Destruction to Improvements</u> -- In the event that a home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, as set forth in the Community Declaration, the owner shall either commence to rebuild or repair the damaged home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged home or improvement and restore or repair the homesite in the manner as set forth in the Community Declaration. As to any such reconstruction of a destroyed home or improvements, the same shall only be replaced as approved as set forth in the Community Declaration.
- 26. <u>Waiver</u> -- The Community Association, by and through its Board of Directors, shall have the right to waive the application of one (1) or more of these restrictions, or to permit a deviation from these restrictions, as to any home or homesite where, in the discretion of the Board of Directors, circumstances exist which justify such waiver or deviation. Each owner shall be bound by such

waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such action or inaction shall not be deemed to prohibit or restrict the right of the Community Association or any other person having the right to enforce these restrictions, from insisting upon strict compliance with these restrictions in respect to all other homes or homesites nor shall any such action be deemed a waiver of any of the restrictions contained herein as the same may be applied in the future.

## ARCHITECTURAL CONTROL COMMITTEE (ACC) GUIDELINES

#### **OVERVIEW**

- The intent of the ACC Guidelines, as well as the existence of the Architectural Control Committee (ACC) is to provide the guidelines required to maintain an aesthetically pleasing community. Adhering to these guidelines is beneficial for all involved in that they are meant to protect the investment of all homeowners, as well as to portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.
- 2. In conjunction with the documents for the Kings Ridge Community Association, Inc. at Clermont, the design standards are binding on all parties having interest in any portion of Kings Ridge and each homeowner shall comply with the requirements of the guidelines as herein set forth. Any failure to comply with the requirements of the guidelines shall be subject to remedies provided for in the Kings Ridge Community Declaration of Restrictive Covenants and Rules and Regulations.
- 3. Terms such as "good taste" and "sound design" are difficult to define and even more difficult to legislate. It is the intent of these guidelines to encourage "architecturally pleasing design" by providing criteria for the desired result. Elements such as deed restrictions, appropriate attention to scale, and proportion to the community should be considered with all requests for homesite improvements. The authority of the ACC to exercise "aesthetic discretion" shall be considered a specific restriction and grant of authority for purposes of 720.3035, Florida Statutes.
- 4. Nothing contained in these guidelines shall obligate any agency, governmental or other, to approve any request, nor shall the approval of the ACC be construed as meeting the requirements of the City of Clermont and/or any governmental agency having jurisdiction. Thorough and timely submission of information together with adherence to these Guidelines as set forth herein will prevent delay and facilitate the approval process. Direct any questions concerning interpretation of any part of these Guidelines to the ACC or NARC.

The complete set of guidelines can be found on the website www.kings-ridge.net

- 1. Click on the KR Documents tab
- 2. Click on the folder Architectural Guidelines

Note: Do not start construction of any improvement, alteration, or addition to any existing structure or make any site improvements or changes until the appropriate documents indicating the proposed design, nature, kind, shape, size, color, materials, and location of same have been submitted to and approved by the NARC and the ACC.

#### **IMPROVEMENTS NOT PERMITTED**

- **1.** Construction of any addition to the house outside of the original house "footprint", adding a second floor, changing slope or appearance of the existing roof.
- 2. Fences or fencing of any type except as exists in the Whitehall Neighborhood.
- 3. Vegetable gardens except within the fenced yards in the Whitehall Neighborhood.
- **4.** Artificial flowers and vegetation.

- **5.** Free standing out buildings of any type.
- **6.** Bahama shutters on the exterior of the home.
- **7.** Changing the use of the garage for anything other than storage. This area may not beinhabited.
- **8.** Driveway and/or front walkway additions (per ADA compliance only).
- **9.** Planting of large leafed deciduous trees/shrubs.
- **10.** Keeping potted plants in the lawn, planting beds, or on drives or walkways.
- 11. Hanging anything from roof edge gutters except temporary holiday decorations.
- **12.** Addition to irrigation systems or supplemental irrigation systems.
- **13.** Window or wall air conditioning units or window fans.
- **14.** Wood Burning Fire Pit: is not allowed for use in Kings Ridge.
- **15.** Modifications or alterations of any kind which have not received the required permitting of any applicable governmental authority (e.g., City of Clermont building permit).

IMPORTANT NOTE: All improvements may not be listed, please verify with your Neighborhood Architectural Review Committee (NARC) for guidance.

#### **CLUBHOUSE RULES AND REGULATIONS**

#### **CLUBHOUSE MEMBERSHIP REQUIREMENTS**

- Clubhouse members are the owner(s) of the home who have selected Clubhouse membership
  or purchased a home subject to Clubhouse membership. Residents who purchase a home that
  did not originally include Clubhouse membership should contact the manager regarding the
  current buy-in policy. Any and all references herein to a Clubhouse member's guest shall
  include companions who are not full-time residents.
- 2. Associate Clubhouse members are any other person(s) permanently residing in the home in compliance with the governing documents for Kings Ridge. Permanent residency shall be established by presentation of a valid form of identification or other documentation (e.g., a Florida driver's license) which establishes that the Associate member is a full-time resident. All references herein to Clubhouse members shall also apply to Associate members unless the context expressly states to the contrary.
- 3. Clubhouse members are responsible for the actions of Associate Clubhouse members, guests and their visitors.
- 4. Blatant, aggressive, or argumentative behaviors are a basis for immediate suspension. Any Clubhouse member, including Associate members, (or their guest) who is physically or verbally abusive to other Clubhouse members or Clubhouse staff discharging their responsibilities will be immediately suspended for upto thirty (30) days, depending on the severity of the situation.
- 5. Any Clubhouse member who is delinquent in the payment of Clubhouse dues by more than thirty (30) days cannot participate in Clubhouse activities or use any Clubhouse facilities. All leases are subject to Neighborhood Association Board approval. Individuals who are delinquent in any fees or dues may not have their lease approved.

#### **ID BADGES**

#### Clubhouse Member ID Badges

- 1. When using the Clubhouse facilities, ID badges are required to be worn for the following reasons:
  - o The Clubhouse facilities are not part of the HOA common areas.
  - Membership in the Clubhouse is not automatic upon ownership of a homesite within KingsRidge.
  - Not all residents within Kings Ridge are members of the Clubhouse.

- Clubhouse members' license to use the Clubhouse facilities is restricted by their duty to adhere to the Rules and Regulations governing the use of the Clubhouse facilities as imposed by the Association.
- 2. New Clubhouse members are required to attend a Clubhouse orientation session. Clubhouse member badges will be provided at the Clubhouse office during orientation. Proof of home ownership by either a HUD Settlement Statement or a Warranty Deed and a copy of a valid driver's license or other official form of identification issued by a governmental authority must be submitted to the Clubhouse management company. Owners of more than one (1) home in Kings Ridge can only have ID badges for the home in which they are living.

#### Renter ID Badge

- 1. Renter ID badges cannot be issued for leases or rental agreements for a period of less than 150 days. All leases must be approved by the Neighborhood Board of Directors, or their assigned representative and no short term (less than 150 days.) leases are allowed. In the event a renter wishes to renew the lease, the lease is subject to the same approval processas the original lease. Renters must submit a duly executed lease or rental agreement and personal identification to be eligible for an ID badge. Renter may obtain an ID badge after attending a Clubhouse orientation session.
- 2. Owners are required to surrender their Clubhouse member ID badges during the rental period or renter ID badges will not be issued. Owner ID badges will be held until rental agreement expires and the renter ID badges are turned in.

ID badges are required to be worn and visible when a Clubhouse member or a renter is in the Clubhouse or North Spa facilities. If the Clubhouse member is using the pool, spa, a sport court or is engaged in another activity where wearing the ID badge would be inappropriate, the ID badge must be within a reasonable distance. The Clubhouse member must show the ID badge if requested by the Clubhouse staff.

3. Lost or damaged ID badges will be replaced at the current cost posted at the Clubhouse.

#### **PASSES**

#### **Visitor Passes (for non-member residents or non-residents)**

- 1. Visitors are permitted to use the Clubhouse and North Spa facilities (\*those who are eighteen (18) years old and over only at the North Spa location) with a Clubhouse member sponsor. Clubhouse members must accompany their guests, call in advance, send an email to Clubhouse staff, or have a letter on file to obtain visitor passes. Visitor passes must be purchased for anyone thirteen (13) years and older. Registration of children twelve (12) and under is still required. The current price of a visitor pass is posted at the Clubhouse.
- 2. Each Clubhouse member household may obtain thirty (30) free passes per calendar year. After the thirty (30) passes are used, normal rates apply. When a free pass is requested, the annual passbook will be annotated as each day is used.
- 3. Any visitor misusing the community recreational facilities will be denied admittance for the remainder of their stay. The price of the pass obtained will not be refunded.
- 4. All visitors, eighteen (18) years of age or older, must carry and show proof of age upon request.

#### "Companion" Guest Passes (issued only to single Clubhouse Members)

Single Clubhouse Member refers to a member who is the sole permanent occupant of their home.

The intent of the companion guest pass is for the single Clubhouse member to enjoy the Clubhouse

facilities with a friend or relative that is a regularly recurring guest of the Clubhouse member. The Clubhouse member is expected to be with the companion guest pass holder during their visits to the Clubhouse facilities.

- All single Clubhouse members may obtain a reusable companion guest pass from the Clubhouse. This pass will enable the Clubhouse member to bring one (1) guest at any time to the Clubhouse facilities and additional charge. Only one (1) guest pass will be issued per single Clubhouse member per year.
- 2. To qualify for a guest pass, only one (1) Clubhouse member ID badge can be issued for a home. You must surrender the second Clubhouse member ID badge to the Clubhouse before receiving a companion guest pass.
- 3. No limits will be placed on the number of times a Clubhouse member's companion guest pass may be used by an individual during a calendar year; however, a Clubhouse member may not give their companion guest pass to an individual to be used at their leisure. The rules violation procedures will apply if there is any misuse of companion guest passes.
- 4. Clubhouse management and designated staff will monitor the use of the Clubhouse member's companion guest pass. If Clubhouse staff determines a Clubhouse member is not using the companion guest pass as it was intended, the guest pass may be suspended or revoked.
- 5. The Clubhouse member will be held responsible for the use of their companion guest pass and the actions of their guest.
- 6. Single Clubhouse members can purchase an additional ticket for an event during the entire time of ticket sales.
- 7. Class registration will be available for the companion guest at the same fees as for Clubhouse members. There is a limit of one (1) guest per Clubhouse member per class.
- 8. Companion guest passes must be surrendered to the Clubhouse prior to the rental of the Clubhouse member's home.
- 9. You will be permitted to bring in one (1) guest at a time with your companion guest pass and the guest is expected to follow all the Clubhouse Rules and Regulations. If you have more than one (1) guest, you must purchase a visitor's pass.

#### ID CHECKS BY STAFF

The intent of checking ID's (Clubhouse ID, guest or visitor passes) is to ensure that the Clubhouse facilities are used only by Clubhouse members and their invited guests and visitors and not the general public or pro shop/golf course visitors. Random ID checks will be made throughout the day by a member of the Clubhouse staff. All Clubhouse members, guests and visitors are expected to cooperate with staff members by having their ID's or passes readily available. Staff members cannot open gym bags, purses, etc. If you are working out in the gym, swimming in the pool, etc., the IDs should be displayed by attaching them to the outside of bags, etc. if they cannot be worn. The following staff procedures are in place:

- 1. A Clubhouse member, guest or visitor will be asked to show their ID or valid pass and they may continue to use the facilities if valid.
- 2. If a Clubhouse member does not have the appropriate ID with them, they will have the option of:
  - a. leaving the facilities and return with their ID. or
  - b. purchasing a new ID

- 3. Should a Clubhouse member refuse to choose an option above, they will be asked to leave and are subject to immediate suspension from all Clubhouse facilities.
  - a. If the Clubhouse member refuses to leave, the conversation will not be continued, and the incident will be reported to the CERB/CEC for further action.
  - b. The Clubhouse manager will be notified, if not already involved, to follow-up the incident in writing and notify the Clubhouse member of their immediate ten (10) day suspension from the Clubhouse. The CERB/CEC will determine appropriate action beyond the ten (10) day automatic suspension.
- 4. Should a visitor or guest not have an appropriate pass, an explanation will be given to them by a staff member that they are required to have a pass to use the facilities and the Clubhouse member they are visiting must approve the appropriate pass to be issued. The visitor or guest will need to leave the premises until they acquire the appropriate pass.
  - a. If the visitor or guest refuses to leave, the name of the Clubhouse member the visitor or guest is visiting will be determined, if possible, and the incident will be reported to the CERB/CEC for appropriate action.
  - b. The Clubhouse manager will be notified to follow-up the incident in writing to the Clubhouse member, if known, and the letter will be part of the incident report provided to the CERB/CEC.

#### **CLUBHOUSE MEMBER SUSPENSION**

A Clubhouse member suspended from the Clubhouse may not use the Clubhouse/day spa facility during any time of suspension.

- 1. Any staff member noticing a suspended Clubhouse member using the facilities will notify the Clubhouse manager and verify the Clubhouse member is still suspended.
- 2. The suspension will also include anyone living in the household of the suspended Clubhouse member.
- 3. Failure to follow the suspension order given by the manager or CERB/CEC may cause additional time to be added to the suspension and/or a fine may be incurred.

#### **GENERAL RULES FOR CLUBHOUSE AND RECREATIONAL FACILITIES**

- 1. Clubhouse members and their guests must have ID Badges visible at all times while using the Clubhouse facilities. The Rules and Regulations violations procedures will be followed when badges are not present.
- All Clubhouse members, their guests and visitors are responsible for removing all personal items
  brought with them to the Clubhouse and for disposing of all trash at the proper receptacles
  provided for that purpose. Pillows may not be stored at the Clubhouse inside any closets or on
  top of cabinets.
- 3. To ensure the Clubhouse member's enjoyment of all Clubhouse facilities, all Clubhouse membersand their guests using the Clubhouse facilities will conduct themselves in a courteous manner with due regard for the rights of others to use and enjoy the facilities. Violations of Rules and Regulations may result in suspension of the Clubhouse membership and/or a fine as determined by the CERB/CEC.
- 4. The number of persons using any of the recreational facilities, at a given time, may be limited. We must stay in compliance with Fire Department's posted allowance for amount of people allowed at any given time in each room based upon whether an event uses a theatre type or tables and chairs type seating.

- 5. All persons using the Clubhouse facilities will follow the instructions and decisions of the Clubhouse manager or members of the Clubhouse staff regarding the use of the facilities, priority of use, and the length of time. Priority to rooms is not given to clubs due to seniority or because a specific room has been used in the past. Room assignments are made based upon the needs (number of members attending, type of event needing the kitchen, etc.) of the club/event.
- 6. Supplemental Rules and Regulations may be posted by the Clubhouse manager or designated staff as needed. All Clubhouse members and their guests will be responsible for reading and abiding by these Rules and Regulations. Rules and Regulations posted in any particular area, room, or facility shall be deemed supplemental to the Rules and Regulations.
- Any instructions, directions, or requests received from the Clubhouse manager or Clubhouse staff will be honored by all persons using the Clubhouse facilities. Persons who fail to comply with the rules will be subject to immediate removal and/or referred to the CERB/CEC.
- 8. The Clubhouse Gym, Grand Ballroom (when applicable), wherever bingo is played, the East Wing Computer Labs and the North Spa shall be used only by persons eighteen (18) years and older.
- 9. No signs or advertising leaflets, papers, or written materials may be posted in or distributed within the Clubhouse facilities without the consent of the Clubhouse manager or designated staff. The maximum size for club event information posted on the bulletin board in the Clubhouse must be kept to 8½ x 11" or smaller
- 10. Clubs and Neighborhoods of Kings Ridge may sell tickets for their events in the Clubhouse lobby up to a maximum of six (6) weeks prior to the event for a maximum of four (4) hours on any given day and net proceeds from the ticket sales must go to a recognized charity or allocated for future events of the soliciting organization. A planned schedule to sell tickets in the lobby must be coordinated with the Clubhouse management staff and approved in advance in order to ensure that no more than two (2) clubs are selling tickets at the same time. A table and chair will be provided. No other structures, e.g., ticket booths will be allowed.
- 11. One (1) copy of The Royal Pages of Kings Ridge (KR Directory) is available per home. Additional copies may be purchased for a nominal fee. Each year, the homeowners will be given an opportunity to make corrections or additions to their personal information listed in the KR Directory. The KR Directory is issued annually, and commercial use is prohibited.
- 12. All Kings Ridge clubs that sponsor reciprocating events or tournaments inviting non-Kings Ridge clubs or groups may do so at no charge provided an appropriate form (to be obtained from the Clubhouse office) is completed with a list of names of invited guests. Said form shall be given to the Clubhouse staff at least 24 hours in advance and a copy will be provided to the gatehouse staff to allow entry of the invited guests.
- 13. FREE Clubhouse use is provided to all Kings Ridge clubs for their regular meetings and planned events during the lottery pick. Clubs (other than reciprocating tournaments) who invite outside guests who are not Kings Ridge residents must obtain a guest pass for all non-Kings Ridge residents attending the event. A list of those invited guests must be given to the Clubhouse staff at least forty-eight (48) hours in advance of the event. A copy of the guest list will be provided to the gatehouse staff by the Clubhouse. The number of invited guests should be limited and abuse of the free rental policy by clubs may cause the event to be considered a private party. If an event is considered a private party, appropriate room rental rates and policies will apply.

#### Royal Clubhouse

1. All new Clubhouse members are required to complete a new Clubhouse member orientation.

- 2. The Clubhouse is designated as a **NON-SMOKING/ VAPING BUILDING.** Smoking areas are available outside beyond ten feet (10') of the building. Cigarette butts are to be placed in the proper receptacles.
- Casual attire is permitted in the Clubhouse; however, all persons are required to wear shirt or another covering garment over their bathing suits while in the Clubhouse. Everyone MUST always wear shoes in the Clubhouse. Proper attire for special events will be specified for each event.
- 4. No one wearing a wet bathing suit will be allowed to access the bathrooms in the East Wing through the Gym or sit on any indoor Clubhouse furniture. Access to the bathrooms is located at the back of the Clubhouse main lobby when entering from the pool. Please do not access the bathrooms in the Clubhouse through the main lobby when coming directly from the pool. It is important to towel dry before entering the bathrooms for safety reasons. All Clubhouse members are responsible for the actions of their guests.
- 5. In the main Clubhouse, food and drinks are allowed in the Monte Carlo Room, the Grand Ballroom (except dance floor), the Royal Pantry and the Waterford Hobby room. Food and drinks are not permitted in the Gym or the Broadway Room; however, water bottles ONLY are permitted in the Gym and the Broadway Room.
- 6. Courtesy phones are located in East Wing lobby reception area, the Clubhouse Gym, the Royal Pantry, and outside next to the restroom doors.
- 7. Various newspapers and periodicals are available in the Clubhouse lobby for the use of Clubhouse members. Do not remove them from the Clubhouse.
- 8. No pets are allowed at the Clubhouse, subject to applicable law.
- 9. Firearms, concealed or otherwise, are NOT permitted in the Clubhouse, North Spa and any adjacent pools, sports courts or picnic areas. (Exception: authorized local, County, State or Federal active law enforcement officers)
- 10. Overnight vehicle parking in the Clubhouse parking lot is allowed with a parking permit. If you need to leave your vehicle (only personal automobiles, personal vans, SUV's and personal trucks without advertisement) in the parking lot, pick up a parking permit in the Clubhouse office during regular business hours. Vehicles must park only in designated parking spots. No trailers, moving vans/trucks or boat storage is allowed. Recreational Vehicles (motor homes) are allowed to park for a maximum of forty-eight (48) hours within any thirty (30) day period with a parking permit only and a request to park at the Clubhouse parking lot must be made in advance with the management staff in order to ensure that no more than three (3) vehicles are parked at any given time. No other exceptions will be made, and vehicles left after the forty-eight (48) hours approved will be subject to being towed at owner's expense. Management has the right to deny any requests for permitted parking during special events of the Clubhouse where spaces are needed.

#### Clubhouse Office Services (Clubhouse membership is not required)

- 1. Clubhouse staff will be at the Clubhouse and available at all times during regular Clubhouse hours.
- 2. The following services are available for residents: copies, faxes, and notary public services. Current rates for copies and faxes are posted at the Clubhouse and are subject to change and subject to the current Florida sales tax rate. You must pay at the time the copies are made or bebilled monthly if copies are requested for a club or neighborhood All administrative staff

members and managers are licensed notaries and notary services are free to all residents.

\*If you need witnesses for a notarized document, bring them with you. Clubhouse staff cannot act as witnesses. A state or federal government issued picture ID will be required for notarized documents. A Kings Ridge ID is not valid for the Notary service. Do not sign the document prior to notarization.

All staff members (except some new staff members) have been trained and are certified in First Aid, CPR and the use of the Automated External Defibrillator (AED) equipment throughout the buildings. Their certification is renewed every two (2) years.

#### Clubhouse Fitness and North Spa Fitness Rooms

- 1. Consult your physician before starting a physical fitness routine.
- 2. Limit your time on the treadmills, bikes, and elliptical machines to thirty (30) minutes when other people are waiting. Shirts and closed toe shoes must always be worn while using the exercise equipment. Sandals are not permitted in Clubhouse Fitness Room.
- 3. Keep the doors closed to allow the air conditioning to work efficiently.
- 4. If formal classes are in session, Members must wait to use the facilities.
- 5. No one under the age of eighteen (18) is permitted in these rooms.
- 6. Wipe down machines immediately after use. Disinfectant wipes are available.
- 7. Instructions for the proper use of the fitness equipment are in each Gym.
- 8. Water bottles are permitted in these rooms. Keep them on the designated tables or cup holders.
- 9. TVs are available for your use Headphones are to be worn for listening to the TV's and to radio stations while using the equipment Turn off the TV's when you are finished.

#### **Broadway Room**

No food is allowed in the Broadway Room. Water bottles may be placed on the designated table. Cleanup the area when finished.

#### **Monte Carlo Room**

The Monte Carlo Room may be utilized by Clubhouse staff or various clubs and neighborhood events as part of The Grand Ballroom for special events. All Clubhouse members are responsible for cleanup of the area when finished.

#### Oxford Library Room (East Wing)

- 1. Food and drinks (except water bottles) are not allowed in the Oxford Library.
- Reservations for small club meetings must be requested in advance with the Clubhouse office.
- 3. The furniture may not be moved from the Library to be used in any other room in the East Wing.
- 4. The library books are available for Clubhouse members' enjoyment. Books can be taken home to read. When you are finished with the book, return the book to the drop off area located in the Library.
- 5. Donated books for the library collection should be limited to publications within the preceding ten (10) years. There is a book rack available in the library for all returns. Please do not place the returned book back on the library shelves.
- 6. Do not borrow books which have been placed in the donation box. Once a book has been processed and placed on the shelf, it will be available to be borrowed.
- 7. When three (3) copies of the same book are received, the extra copies will be donated to a non-profit/charitable organization.

#### **Camelot Conference Room**

- Conference room chairs may not be removed from the conference room and used in other areas
  of the East Wing.
- 2. Food and drinks are allowed in the Camelot Conference Room; however, Clubhouse members and their guests are responsible for cleaning up the area when they are finished.

#### **Westminster Game Room**

- 1. In the Westminster room (game room), only persons eighteen (18) years and older shall use the billiards tables. No food or drink is allowed around or on the billiards tables. All food and drink must be placed either on the tables or bar area provided in the game room.
- 2. The Wii game may be used by persons under eighteen (18) if they are accompanied by an adult Clubhouse member. An adult must be responsible for obtaining a key at the Clubhouse office to access the Wii game and accessories, lock when finished and return the key to the office. Failure to return the key immediately upon finishing with the game will result in a \$50.00 charge to have the lock replaced.
- 3. Cards and poker chips are available in the Nottingham Room storage area. Any Clubhouse member may check them out for use in Westminster Game Room.
- 4. The billiard balls are kept in the cabinets in the Nottingham Room storage area. Notify the Clubhouse if any equipment is missing or broken.
- 5. Do not sit or lean on the billiard tables.
- 6. When you are finished playing, return the billiard balls to the cabinet, cue sticks and chalk to the wall racks and cover the table(s).
- 7. When all of the billiard tables are occupied and others are waiting, please limit your time to one (1) hour. This excludes posted Kings Ridge Billiard Club tournaments.
- 8. The Westminster Game Room will be open at all times to all Clubhouse members except during scheduled reservations of a club.

#### Nottingham/Canterbury Multi-Purpose Rooms

- The Nottingham and Canterbury Rooms may be used separately or together as one large room.
   The wall separating the rooms will remain open during room usage unless requested to be closed by the club or event organizer.
- 2. Cards and poker chips are available in the Nottingham Room storage area. Any Clubhouse member may check them out for use in either room.
- 3. Food and drinks are allowed in the Nottingham and Canterbury Rooms; however, all Clubhouse members and their guests are responsible for cleaning up the area when they are finished.
- 4. Cubby holes are provided in both rooms for the convenience of Clubhouse members and their guests to place personal belongings (such as purses, sweaters and snacks) while they are playing cards or other activities. Remove all items including sweaters and pillows daily. While the staff will make every effort to maintain a lost and found box for items left overnight, the Association and Clubhouse staff will not be responsible for any missing items. Lost and found items will be kept for ninety (90) days and any unclaimed items after that time will be given to acharitable organization.

#### **East Wing Refreshment Area**

1. The ice machine in the refreshment area is for personal use only. Please do not fill coolers. Clubhouse members wishing to fill their coolers may do so using the ice machine in the Clubhouse kitchen.

2. The refrigerator in the refreshment area is to be used for private parties or personal use on a daily basis only. All food and drinks must be removed each night. Maintenance will not be responsible for items thrown out after business hours.

#### **Computer Labs**

- 1. No one under the age of eighteen (18) is permitted in the Computer Labs unless accompanied by a Clubhouse member or their adult guest.
- 2. No food or drink is allowed around or on the computer desks.
- 3. Computers may be used only during normal Clubhouse hours.
- 4. Limit your time on a computer to thirty (30) minutes when others are waiting.
- 5. Do not store any information on the hard drives. Any data, software, or configuration changes stored on the hard drive will be erased without notice. Store your personal data on your own disk or portable device.
- 6. Do not change the computer configurations.
- Using Kings Ridge computers to search for offensive websites including pornography and hate sites is prohibited. Failure to use the computers in an appropriate manner will be cause for suspension from the Clubhouse.
- 8. A printer is in each room in the middle closet next to the computer. Please do not print excessive copies (books, long documents, etc.) Printer paper is available next to the printer for use as well.
- 9. Do not load or download programs onto the Computer Lab computers.
- 10. If you have any problems or questions, please contact a Clubhouse staff member or manager.
- 11. Please do not remove the Computer Lab chairs to any other room in the East Wing area.
- 12. Wireless internet access is available for your use throughout the Clubhouse.
- 13. CD disks are available for purchase at the Clubhouse. If you need assistance with saving data to a disk, you may stop by the Clubhouse.

#### **Grand Ballroom-Private Party Events**

Only Clubhouse member households in good standing are permitted to rent a room for private party events (limited to two (2) events per household in a calendar year) where the participants are guests of and invited by the Clubhouse member.

- Events are defined as birthdays, anniversaries, weddings, and other occasions similar innature. Private party rentals do not include use of other Clubhouse facilities such as the pool, gym, sports courts or any other recreational amenity within the Clubhouse. This is for the sole use of Clubhouse members and their invited guests who have obtained a guest pass only.
- 2. Clubhouse member households in good standing are defined as Clubhouse member households whose account is paid up to date (Clubhouse members).
- 3. Rooms are for the use of Clubhouse members, and not for use by unaffiliated groups other than those in which Clubhouse members have membership. Private party rates and policies will be in effect for such events. The payment for such rentals must be made directly by the Clubhouse member reserving the room(s). Any exception to the payment policy must be approved by the Association manager (a son or daughter making payment for a surprise birthday or anniversary party for a Clubhouse member, etc.).
- 4. The Clubhouse member reserving the room is also responsible for the orderly conduct of all attendees. All guests must remain in the rooms rented and bathroom areas only.
- 5. Unaffiliated, not for profit group events which have no Kings Ridge members are not allowed to rent space without prior approval by the Board of Directors of Kings Ridge and are subject to unaffiliated deposit and rental rates indicated under Ballroom Rental Rates shown below.
- 6. Events for profit or solicitation are not allowed and are defined as an event from which the Clubhouse member or other persons expect to receive monetary benefit. Paying instructors,

- speakers, musicians, caterers, and other similar professions is not a violation of this policy; however, the instructor, speaker, etc. being paid, must not be a resident. Any exception to this policy must be preapproved by the Board of Directors.
- 7. Clubhouse member(s) reserving a room for an event must be in attendance during the entire event, including setup and cleanup.
- 8. Clubhouse members renting rooms will be required to accept written responsibility for all damage, breakage, or excess cleanup that may be required following the event. Cost for repairs, replacement or clean-up will be deducted from the deposits listed in Rental rates below. Any costs incurred above the deposit(s) will be billed to the Clubhouse member. Cleanup and removal of any items brought into the room by the Clubhouse member must be removed by the end of the event's eight (8) hour allotted time.
- Guests will not be required to have a guest or visitor pass to attend a private party event; however, Clubhouse member must provide a written guest list to the Clubhouse Management staff.
- 10. The Clubhouse member is responsible for all cleanup including:
  - Vacuum room(s) used.
  - Empty all trash cans and re-bag.
  - Pick up trash off the floor, tables, etc.
  - Clean any spills on floors and tables and wipe clean by using ONLY products providedby Clubhouse.
  - Place used kitchen supplies in the dishwasher.
  - Remove all belongings from building immediately following event.
  - Kitchen cleanup must include all areas used, including clearing refrigerators, cleaningcounters and cleaning sinks.
- 11. Deposits will be held until the Clubhouse staff has verified that the rented space and borrowed items are returned without damage. The deposit refund will be mailed within fifteen (15) days of the event. If any part of the deposit is kept, an itemized bill will be included.
- 12. If any attendees are still in the Clubhouse after designated event hours, the event organizer will be billed at \$5 per minute.
- 13. When one (1) or more of the rooms are in use, attendees may enter through the exterior door at the back of the room.
- 14. The elevator lift to the stage is for the use of those with a disability and anyone moving heavy items onto the stage. Contact the Clubhouse for assistance.
- 15. Room(s) cancellations:
  - The room(s) must be cancelled no less than thirty days (30) prior to the reserved date.
  - o If the room reservation is cancelled less than thirty days prior to the event, one-half ( $\frac{1}{2}$ ) of the room rental deposit will be kept as a cancellation fee.
  - o If the room is cancelled less than thirty (30) days due to an emergency, a written request with the reason must be given to the Clubhouse manager for consideration.
- 16. A Kings Ridge Alcohol Policy and Release of Liability form must be signed by the sponsoring Clubhouse member if alcohol will be served. (See Addendum B—Alcohol Policy).
- 17. Rental rates are subject to change, please check with community office for current rates.
- 18. Non-Clubhouse Members, please check with community office for current rates.

#### **Ballroom Rental Rates**

Ballroom options below are based on the following rooms: A=Aberdeen, B=Banyon, C=Carrington, MC=Monte Carlo, Pic=Piccadilly stage area. East Wing room rentals are also available.

ROOM	TOTAL HOURS AVAILABLE	DEPOSIT CLUBHOUSE MEMBER	RENTAL FEE CLUBHOUSE MEMBER
Single Room	8	\$100.00	\$50.00
Two Rooms	8	\$100.00	\$100.00
Three Rooms	8	\$100.00	\$150.00
Four Rooms	8	\$100.00	\$200.00
Grand Ballroom	8	\$100.00	\$250.00
Grand Ballroom w/ MonteCarlo	8	\$100.00	\$300.00

Decorations cannot include tape or pins on the walls or the use of glitter. There will be a \$100 cleanup fee if these items are used. Candles are not allowed per the fire department. Battery operated candles may be used.

#### **Alcohol Policy**

#### **Definitions**

<u>Clubhouse Facilities</u> - the Clubhouse, pools, spas, sports courts and all other amenities ownedby the Kings Ridge Community Association.

<u>Clubhouse Member Sponsored Event</u> - any event as one wherein the event is for guests of the Clubhouse member who are individually invited by the Clubhouse member, Clubhouse members will be allowed not more than two (2) such functions per year. This also includes any officially recognized club or neighborhood at Kings Ridge.

<u>Kings Ridge Clubhouse Event</u> - an event, dance or activity sponsored by Kings Ridge Community Association, Inc.

<u>Neighborhood Association or any officially recognized Club of Kings Ridge</u> – an event or activity sponsored by a neighborhood association or club of Kings Ridge.

<u>Outside Sponsored Event</u> - an outside entity not affiliated with Kings Ridge that sponsorsan event for purposes of marketing, sales, advertising, or any other purpose to enhance their business shall not be allowed to have any alcoholic beverages.

#### **Policy**

- 1. <u>Clubhouse Member Sponsored Events</u> If alcohol will be present during an event, the Clubhouse member must provide evidence of coverage under an Event Insurance Policy (details may be obtained from management) with minimum coverage of \$1,000,000. The event sponsor will be responsible for the deductible to be paid as a deposit. Any event having fifty (50) or more guests in attendance will require the sponsor to obtain the services of an off-duty police officer. Such officer need only be available on the premises and not necessarily in attendance at the event. The off-duty police officer must be identified to Clubhouse management or staff prior to the beginning of the event.
- 2. Neighborhood Association or any officially recognized Club of Kings Ridge If the sponsoring

entity is supplying alcoholic beverages, a Waiver of Liability MUST be signed by an authorized officer. In addition to the Waiver of Liability, the sponsoring neighborhood association or club must furnish at least seventy-two (72) hours prior to the event, evidence of \$1,000,000 of liability coverage naming the Kings Ridge Community Association and Leland Management as additional insureds. Contact the Clubhouse staff for copies of the Waiver of Liability (See Addendum C – Waiver of Liability) to sign.

3. No cash bars or donation bars will be permitted for any event.

#### **Royal Pantry (Kitchen)**

- 1. The kitchen may be used by Clubhouse members and their guests.
- 2. The Clubhouse staff will operate the dishwasher, washing machine, and the clothes dryer.
- 3. The ice machine is available for your use. Leave the ice scoop on top of the ice machine.
- 4. During days when there are events sponsored by the Clubhouse, e.g., parties, dances, large events, ice will not be available.
- 5. The coffee machines are there for your use. Clubhouse members, clubs, and neighborhoods must supply their own coffee if they are sponsoring an event. Follow the instructions next to the coffee machine.
- 6. Contact the Clubhouse if you would like to reserve a cooler or an ice chest to be used at the Clubhouse or the Clubhouse pool. Cabana Royale (Clubhouse Pool and Pool Deck)

#### Cabana Royal (Clubhouse Pool and Pool Deck)

#### **Poolside ADA Lift**

The ADA Pool Lift is for use by residents and their guests with disabilities <u>ONLY</u>, all other usesare strictly prohibited.

#### NO LIFEGUARD IS ON DUTY. SWIM AT YOUR OWN RISK.

- 1. When swimming, please leave your ID badge on your chair.
- 2. Clubhouse members may have their guests and visitors at the Clubhouse or North Spa before the Clubhouse opens, but visitor passes must be purchased when the office opens.
- 3. Use the Clubhouse member pool key or other access entry device, as appropriate, to enter and exit pool area. Be sure the gate closes and locks securely.
- 4. Use Clubhouse member pool key or other access entry device, as appropriate, to access the restrooms after 10:00 PM. Everyone must dry off before entering the restrooms as dripping bathing suits may cause serious accidents.
- 5. The Clubhouse pool and hot tub are open daily from 6:00 AM–10:00 PM. Anyone using these facilities after the designated hours will be trespassing and will be referred to the CERB/CEC forappropriate action up to and including suspension from Clubhouse use and/or fines.
- 6. Showers are required before entering the pool.
- 7. No glass items are permitted on the pool deck or in the cabanas.
- 8. Pool furniture is not permitted within four (4) feet of pool or spa.

  Food and beverages are prohibited in the pool and on the wet deck areas, except for commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration. A wet deck area is defined as a minimum of 4 feet wide from the edge of the pool.
- 9. NO SMOKINGOR VAPING PRODUCTS are allowed within the fenced-in area surrounding the pools and cabanas. Clubhouse members and their guests are required to clean up their area when they are finished.
- 10. No diving, jumping, or horseplay permitted.
- 11. All Clubhouse members using the Clubhouse or North Spa facilities will conduct themselves in a courteous manner with regard to the rights of others. All Clubhouse members and their guests,

- who do not have regard for others will be asked to leave the pool area. Should a guest be asked to leave by management, their guest pass fee paid will not be refunded.
- 12. Large flotation devices such as rafts, loungers, inner tubes, and diving equipment are not permitted at any time. Noodles and single-seat flotation devices are permitted in the pool.
- 13. Children less than four (4) years of age who are not toilet trained are not allowed in the pool without rubber pants over their swimwear. No disposable or cloth diapers are allowed in the pool as these items could damage pool filters. Please use swimmer's diapers.
- 14. No pets on pool deck, in the water or unattended (e.g., chained to a tree or fence).
- 15. During a thunderstorm, the pool area will be considered closed. Quickly seek shelter in apermanent building, as there are no lightning detectors.
- 16. Chairs, tables, and lounge chairs are available on a first-come, first-served basis. They may not be reserved. One (1) chair or lounge is allowed per person.
- 17. Proper bathing attire is required in the pool and hot tub. Cutoff shorts may not be worn in the pool or hot tub. Thong bottoms are not allowed.
- 18. Please do not turn the chairs or lounge chairs on their side.
- 19. Individuals wishing to swim or walk (for physical therapy purposes) laps have a thirty (30) minute access to all lap lanes. The lap lane ropes may be removed during aqua aerobic classes.
- 20. Cabana A (closest to the bocce court) and Cabana B (right side of the back gate) are for the use of Clubhouse members and their guests, unless reserved for private parties.
  - Reservations can be made for either cabana A or B. The reservations of a cabana will be insections of four (4) hour blocks of time, including set up, grilling, and clean up.
  - If the other cabana is not being used during your time period, you may use it. The third cabana around the hot tub is first-come, first-serve and cannot be reserved.
  - If neither cabana is scheduled for a party, then anyone may sit in this area.
  - Reservations may not overlap. Example: A reservation is made for cabana A from 4:00 PM to 8:00 PM. Another Clubhouse member who wants cabana A must make their reservation end at 4:00 PM or start at 8:00 PM.
  - You must clean up your area and dispose of the trash in the trash receptacles provided.
     Please contact the Clubhouse staff should the trash need to be emptied and a new liner supplied during the party.
  - If both cabana A and B are reserved, you may reserve a grill, but not the tables in the second cabana. You may not ask any Clubhouse member in the second cabana to move because you want to use a grill.
  - If your party is going to run over the four (4) hour time limit, you may move your party to another area of the pool deck that is not being used. If both cabana A and B are reserved, you may reserve one of the grills and move it to another area of the pool deck. You may notask other Clubhouse members to move to accommodate your party.
  - Check in with the front desk before setting up your party regarding any last-minute changes.
  - A reserved sign will be available for your allotted time. You may not rope off the cabana.
  - You may use the Clubhouse refrigerator and ice machine for your party.
  - No glass containers are allowed in any of the cabanas.

**IMPORTANT**: Be sure to turn off all grills when finished and NEVER place charcoal in the gas grillsprovided. Clubhouse management must be notified immediately of any problems when operating the gas grills. The grills must always be supervised while in use. Fire extinguishers are provided atall cabana areas for your safety. Cleaning brushes are provided for your use. Do not bring metal grill cleaning brushes from home. These types of brushes are extremely dangerous and can causeserious damage.

#### North Spa (Royal Spa)

- 1. The North Spa is reserved for Clubhouse members and their guests who are at least eighteen (18) years old. No one under the age of eighteen (18) is permitted at the spa.
- 2. Clubhouse members may have their guests at the Clubhouse or North Spa before the Clubhouse opens but passes must be purchased when the office opens.
- 3. The North Spa is designated as a **NON SMOKING BUILDING.** Smoking areas are available outside. Put cigarette butts in the proper receptacles.
- 4. Food will be permitted at the pool cabana areas.
- 5. Pool furniture is not permitted within four (4) feet of pool or spa.

  Food and beverages are prohibited in the pool and on the wet deck areas, except for commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration. A wet deck area is defined as a minimum of 4 feet wide from the edge of the pool.
- 6. No smoking products of any kind, including vapor pipes, areallowed inside the fenced-in pool area.
- 7. Food is not permitted in the fitness room, hot tub, cold plunge, restrooms, saunas or steam rooms.
- 8. The North Spa is an unmanned facility. The Clubhouse staff will be at the spa for cleaning, maintenance and Clubhouse identification checks.
- 9. There is a courtesy phone located in the lobby for local calls only.
- 10. The North Spa is open daily from 6:00 AM-10:00 PM. Persons at the North Spa will be trespassing if they are there when the building and pools are closed. All trespassing incidents will be referred to the CERB/CEC where suspension of use rights and/or fines may be considered.
- 11. No pets are allowed at or near the North Spa (see KR Covenants).
- 12. An entry device is required for access to the spa building and pool gates. Be sure the doors and gates lock behind you.
- 13. All general Rules and Regulations apply to the spa.
- 14. Overnight parking in the North Spa parking lot is not allowed. Vehicles in the parking lot outside of the posted operational hours will be considered trespassing and could be towed at owner's expense.
- 15. Individuals wishing to swim or walk (for physical therapy purposes) laps have a thirty (30) minute access to all lap lanes.
- 16. Large flotation devices such as rafts, loungers, inner tubes, and diving equipment are not permitted at any time. Noodles and single-seat flotation devices are permitted in the pool.
- 17. Either the lap pool OR resort pool cabana can be reserved; however, reservations cannot be held for both at the same time. One cabana must always be open to any Clubhouse member on a first-come first-serve basis.

#### **Steam and Sauna Rooms**

#### Steam Room

- 1. Consult with your physician before using the steam room.
- 2. Exit immediately if you feel uncomfortable, dizzy, or sleepy.
- 3. Breathing heated air in conjunction with alcohol, drugs, or medication is dangerous and may cause unconsciousness.
- 4. Turn temperature control to eight (8) in the women's steam room. Simply press the on button in the men's steam room.
- 5. Set timer to fifteen (15) minutes in the women's steam room. The men's steam room isautomatically set to the appropriate minutes.

- 6. No food or drink is permitted.
- 7. No one under the age of eighteen (18) is permitted.

#### Sauna

- 1. Consult with your physician before using the sauna.
- 2. Exit immediately if you feel uncomfortable, dizzy, or sleepy.
- 3. The ideal sauna temperature is 160 to 180 degrees. Set the control to eight (8) to reach an ideal temperature.
- 4. The heater will not be activated until the timer is set.
- Sprinkle water lightly on rocks to generate steam.
- 6. Empty the water bucket and turn off switches when finished.
- 7. No food or drink is permitted.
- 8. No one under the age of eighteen (18) permitted.

#### **Hot Tub and Cold Tub**

- 1. The maximum temperature of the spa is 104 degrees.
- 2. Please limit your time in very warm or very cold water.
- 3. Use Clubhouse member pool key to access.
- 4. No one under the age of eighteen (18) is permitted.
- 5. No glass items permitted.
- 6. No food or drinks allowed within four (4) feet of the hot tub.
- 7. Follow the rules as stated on the signs located near each tub.

#### **Recreational Sports Courts**

- 1. A Clubhouse member pool key or other access control device, as appropriate, is required toaccess the tennis and pickleball courts.
- 2. Hooks are provided on the tennis and pickleball court gates for Clubhouse members to hang their ID badges during play.
- 3. Proper attire and shoes are required.
- 4. Roller skates, skateboards, skate-shoes and pets are not permitted on the sports courts.
- 5. Chairs may not be placed on the sports courts.
- 6. Children under eighteen (18) years of age must be accompanied by an adult.
- 7. Non-players must stay outside the playing area.
- 8. Equipment for shuffleboard, basketball and bocce is available in the sports equipment shed. Return equipment to the shed when finished playing. A Clubhouse member pool key is required to access the sports equipment shed.
- 9. If any equipment is missing or damaged, please contact the Clubhouse office.
- 10. Clubhouse members may control the lighting at each of the sports courts. Each set of lights for the shuffleboard and bocce courts has a timer to turn them on. You may add time to the timer by turning the dial. Do not force the timer to the OFF position. The lights will turn off automatically.
- 11. The tennis court lights are controlled by the switch next to the gate for courts 3 & 4. The pickleball court lights are also controlled by the switch next to the gate for courts 1-6. Tennis courts 1 & 2 are not equipped with lights. The tennis and pickleball court lights may be turned on between 6:00 AM and 10:00 PM. You may add time to the timer by turning the dial. Do not force the timer to the OFF position. The lights will turn off automatically.
- 12. A weekly schedule will be posted at the tennis courts. If a Clubhouse member would like to reserve a court time, they may write their name on the schedule. The Tennis Club events will have priority.

#### **Royal Clubhouse Events**

- 1. A Clubhouse member may purchase up to eight (8) tickets for anyone (1) event as long as the tickets are for other Clubhouse members. Tickets for Royal Showcase events can be purchased for Clubhouse members and for non-residents. Resident non-members will be treated as non-residents. The number of seats for non-residents will be limited by the staff on a show-by-show basis. Tickets will be sold to the public for the Royal Showcase shows until the limit of seats available has been sold.
- 2. Two (2) weeks prior to an event, the unsold tickets will be made available to guests of Clubhouse members on a first-come, first-served basis.
- 3. Clubhouse members or their guests, who have a disability, may contact the Clubhouse prior to any event to arrange for seating.
- 4. Clubhouse members with guest passes will be able to purchase one (1) ticket per guest pass on any ticket sale day.
- 5. Attire will vary for each event. Check the posted information for details.
- 6. You do not need to have your ID badges visible for ticketed events.

#### Clubs

Participants in all Kings Ridge clubs do so at their own risk. Neither the Kings Ridge Clubhouse nor the Kings Ridge Community Association, Inc is responsible for what is done or not done in the clubs. The following are recommended guidelines only. It is the responsibility of each club memberto verify that the organization they join meets or exceeds these recommendations. The Kings Ridge Clubhouse is only responsible for coordination of meeting rooms and advertisements in the Clubhouse, the website, and in *The Royal Times*.

#### <u>General</u>

- 1. Any club of Kings Ridge Clubhouse members who are interested in pursuing a hobby, recreational, social, or cultural endeavor may join together as a chartered club, subject to the procedures and parameters outlined herein.
- 2. All Kings Ridge clubs shall be open to any Kings Ridge Clubhouse member who wishes to attend the club meetings or become a member of the club.
- 3. Club officers are responsible for periodically reviewing club membership files to ensure club members are bona-fide Clubhouse members. Non-members/non-residents may not be members of clubs. All guests of a Clubhouse member must purchase a guest pass if they wish to accompany a Clubhouse member to a club event.
- 4. Club dues may be charged to help defray the costs for the club.
- 5. All club presidents will advise Clubhouse staff of their starting date, meeting time and closing date in writing and of any meeting changes or cancellations. Meeting rooms assigned will be determined based upon the type of meeting (card players, social group, etc.) and the average number of participants. All efforts will be made to treat room assignments without prejudice (e.g. seniority, etc.) as all individual Clubhouse members share equally in their assessments to support all facilities.
- 6. Storage throughout the Clubhouse is very limited, and all clubs are encouraged to store items needed for their special social events outside of the Kings Ridge Clubhouse. The Clubhouse will make every effort to have needed items available for most social gatherings including utensils, coffee pots, linens, paper products, etc. (See a staff member for a copy of the supply list for all items available.) Storage areas requested in the Clubhouse for use by clubs must be requested in writing and approved by the Community Association Manager or the Board of Directors as appropriate.
- 7. Proper conduct and decorum are essential to preserve the active adult lifestyle that has been

created within the community. Clubhouse members who become abusive, project an undesirable or inappropriate image, or who blatantly create turmoil, disruption, or dissension among club members, other clubs or the association in general, may have their club memberships suspended. Suspension could occur following a recommendation from the club's officers.

- 8. Every effort will be made to avoid duplication of the clubs.
- 9. The Clubhouse staff will assist with printing tickets and posters for clubs and neighborhood events and parties. The cardstock or paper (must be card stock/paper for laser printing, not inkjet) for the tickets may be supplied to or by the Clubhouse office. Each club is encouraged toprovide their own artwork, but the office staff will assist with the design for up to an hour.

#### Raffles, Lotteries, and Drawings by Chance

1. Raffles, lotteries, prize drawings and other drawings by chance are considered gambling under Florida Law and are thus prohibited except where an organization can demonstrate that it is a qualified organization under 26 U.S.C. s. 501(c)(3), (4), (7), (8), (10) or (19). Proof of qualification must be provided to the current management company at least five (5) business days prior to the scheduled event. In conducting any such events, qualified organizations must comply with all applicable Florida and Federal laws.

#### Recommended Guidelines for Clubs

- 1. Large clubs that have annual financial transactions of \$100 or more per year may apply for and receive an IRS nonprofit designation.
- 2. Bylaws must be developed for all clubs based on the recommended format included below and should adhere to the following guidelines: (See Addendum D Sample Club Bylaws)
  - a. Potential members should review the bylaws before joining and then again at least every few years to assure the club is adhering to the bylaws.
  - b. The most important features of good bylaws are: officers (president, vice president, secretary and treasurer), terms of office (including term limits) and membership requirements.
  - c. Bylaws should also indicate that no officer or member will benefit financially from the proceeds of the club. (The only exception to this would be an investment club that is formed for the financial benefit of the membership.)
- 3. Clubs should issue at a minimum, annual financial statements to the membership that include beginning and ending balances, description of income and expenses for the year, and written descriptions as to how any remaining balances will be used in the next year. Club members are responsible for the review and approval of the financial statements (See Addendum E – Sample Club Financial Report).
- 4. A copy of the Bylaws shall be given to the Community Association Manager when the clubs are created prior to the second scheduled meeting of the club and when any changes are made to the Bylaws thereafter.
- 5. A copy of the annual financial statements must be provided to the Community Association Manager no later than January 30 for the previous year. Neither the Community Association nor the management company is responsible for the information entered on the financial statements.

#### Clubs and Neighborhood Events

1. Clubs and neighborhoods are able to reserve the grand ballroom for one (1) special (one-day) function per calendar year. The date of the event will be determined at the yearly lottery held bythe Clubhouse management staff. A second event may be reserved upon request after the

dates have been determined from the lottery, if available. Clean up must be done within Clubhouse hours or there will be a charge for afterhours use.

- 2. It is the responsibility of the club or neighborhood to turn in the room request form.
- 3. Ten (10) days prior to the event, the following must be submitted to the Clubhouse:
  - Room layout
  - Supply list form
  - Linen fee, if applicable
- 4. If the supply list is not turned in, the availability of specified items cannot be guaranteed. The Clubhouse has a current supply list of items available to be borrowed.
- 5. Clubs or neighborhoods may not decorate with the following items:
  - Glitter
  - Candles (Battery operated candles are allowed)
  - Confetti
  - Any decorations requiring tape or glue on the walls.

If you use any of these items to decorate, there will be a \$100 cleanup fee.

- 6. Clubs and neighborhoods are responsible for the following:
  - Wipe off and dry the tables and tablecloths. Place all linens in the laundry bin provided at the end of the event. Pay \$25.00 for washing the linen tablecloths if linens were used.
  - If trash cans become full, please notify staff immediately so they can be emptied, and new liners can be provided. Please do NOT allow trash to overflow and spill on the carpet and floors.
  - All items supplied need to be washed and dried. Liquid dish soap and dish towels are available in the Royal Pantry. Give wet towels to a Clubhouse staff member at the end of the private event to be cleaned.
- 7. All clubs who sponsor reciprocating events or tournaments inviting non-Kings Ridge clubs or groups must follow procedures found under "General Rules for Clubhouse and Recreational Facilities. All tournaments or events will be scheduled based on the availability of the facilities.

#### **Bereavement Receptions**

- 1. Clubhouse members who desire to use the Clubhouse facilities for a bereavement reception may do so by making a formal request with the Clubhouse management staff.
- 2. Due to the nature of a bereavement reception, all efforts will be made to accommodate the request; however, there are no guarantees. It will greatly depend on the type of function that is currently booked in the room(s) (Aberdeen, Banyon and Kitchen) and whether the booked function is able to be cancelled or accommodate a move request. The East Wing may also be used for a bereavement reception.
- 3. The Clubhouse MUST have at least forty-eight (48) hours' notice of the requested event and the coordinator must furnish the Clubhouse with their supply request form as soon as possible upon confirmation of room availability. During this time, the person(s) coordinating and attending the bereavement reception will have exclusive use of the Kitchen simply out of respect for the grieving.
- 4. Each cancellation, room move, etc. will be considered on a "case by case" basis. Events and functions that are large in nature (e.g.., seminars, banquets, live shows and special events) cannotbe moved and the staff will not be able to accommodate the reception. Card games, small clubmeetings, arts and crafts programs and easily relocated functions will be moved (if room is available), rescheduled or cancelled. The chairperson of each club or event will be contacted immediately to inform them of the reception.

#### **Rules Violation Policy and Procedures**

#### **Policy**

To ensure the use and enjoyment of the Kings Ridge facilities by the Clubhouse members, all Members and their guests must adhere to the Rules and Regulations. Memberswho do not adhere to the written Rules and Regulations will be referred to the CERB/CEC for appropriate action against all members of the household up to and including suspension of use right and/or fines. This policy will be enforced and applied uniformly in a standard way to all Members without prejudice. Members of the Clubhouse staff are always expected to act in a courteous and respectful manner.

Blatant, aggressive, or argumentative behaviors are a basis for immediate suspension. Any Clubhouse member (or their guest) who is physically or verbally abusive to other Clubhouse members or Clubhouse staff discharging their responsibilities will be immediately suspended for up to thirty (30) days, depending on the severity of the situation.

#### C.E.C. Meeting Procedure

- 1. Meeting shall be called to order.
- 2. The Chairperson shall certify that interested parties are in attendance.
- 3. Rules violation shall be read.
- 4. Clubhouse representative shall present cause for suspension, with attendant evidence.
- Appellant shall present rebuttal.
- 6. C.E.C. shall deliberate and deliver ruling, which requires a majority vote.
- 7. The Clubhouse Manager shall notify the offender and the Board members of the decision in writing.
- 8. C.E.C. rulings will be final and immediately enforceable.
- 9. Further dispute will be consigned to the Board of Directors.

NOTE: Members or their guests who continue to use the facilities after they are suspended are subject to trespassing charges. All applicable monthly Kings Ridge Clubhouse dues will still be due even if a Member is suspended.

#### **ADDENDUM A**



## AGE AFFIDAVIT VERIFICATION FOR THE SALE, CONVEYANCE, LEASE OR TRANSFER OF HOME

I, (We),			
Current address:			
intend to purchase or otherwise received by conveyance			
in theNeighborhood	d of the Kings Ridge Community in Clermont, FL 34711.		
Kings Ridge New Address:			
This is a: Sale  Must be attached: Lease	I (We) intend to:  Occupy  (Initial below):  Not Occupy		
I, (We), have or will have received from Seller/Lessor the Community and Neighborhood Rules and Regulations, Covenants, and Use Restrictions.  I, (We), certify that at least one occupant will be 55 years or older.  I, (We), also certify that no one under the age of 18 will be occupying the home at any time (other than a temporary visit of no more than 30 days within a year).  No Owner may lease, rent, assign, or lend any Home and/or Homesite, or any interest in any Home and/or Homesite during the first twelve (12) consecutive calendar months following acquisition of title to the			
	leases in any twelve (12) month period, regardless of term of less than One Hundred Fifty (150) consecutive		
*The age of at least one occupant is:	Date of Birth:		
**List Other Occupant (s):			
Signature:	Date:		
TO BE COMPLETED BY	NEIGHBORHOOD		
The above applicant has met the age requirements of the Kings Ridge Community Association and all requirements of the neighborhood association. By signature below, the applicant(s) is (are) authorized to obtain a Kings Ridge ID, access gate entry devices and pool access keys upon proof of residency (copy of settlement statement or lease agreement).			
leighborhood Representative Signature: Print Name:			
Neighborhood Association: Contact information(phone/email):			

<sup>\*\*</sup>We recommend that the form requires the listing of all other permanent occupants and their ages. We feel this potentially could help identify possible underage resident violations quickly before it becomes a problem. Thank you for your cooperation.

<sup>\*\*</sup>FORM MUST BE RETURNED TO KINGS RIDGE COMMUNITY ASSOCIATION OFFICE LOCATED AT 1900 KINGS RIDGE BLVD., CLERMONT, FL 34711 \* Office phone (352) 242-9653

#### **ADDENDUM B**

## KINGS RIDGE ALCOHOL POLICY

#### **Definitions:**

<u>Clubhouse Facilities</u>- The Clubhouse, pools, spas, sports courts, and all other amenities ownedby Kings Ridge Community Association.

<u>Member Sponsored Event</u>- Any event as one wherein the event is for guests of the member who are individually invited by the member and members will be allowed not more than two (2) such functions per year. This also includes any officially recognized club/neighborhood at Kings Ridge.

<u>Kings Ridge Clubhouse Event</u>- An event, dance or activity sponsored by Kings Ridge Community Association, Inc.

Neighborhood Association or any officially recognized Club of Kings Ridge- an event or activity sponsored by a neighborhood association or club of Kings Ridge.

<u>Outside Sponsored Event</u>- An outside entity, not affiliated with Kings Ridge, which sponsors an event for purposes of marketing, sales, advertising, or any other purpose to enhance their business shall <u>not be allowed</u> to have any alcoholic beverages.

## Policy:

- All Kings Ridge Clubhouse events are BYOB.
- <u>Member/Club or Neighborhood Sponsored Events</u> If the sponsoring entity is supplying alcoholic beverages, a Waiver of Liability <u>MUST</u> be signed by an authorized officer. In addition to the Waiver of Liability, the sponsoring member or club must furnish, at least 72 hours prior to the event, evidence of \$1,000,000 of liability coverage naming the Kings Ridge Community Association and Leland Management as additional insureds. Any event supplying alcohol and is having 50 or more guests in attendance will require the sponsor to obtain the services of an off-duty police officer. Such an officer will only be available on the premises and not necessarily in attendance at the event.
- At no time shall cash bars or donation bars be permitted at any event.

I hereby attest that I have read and understand the above stated policies concerning the serving of alcohol at the Kings Ridge Clubhouse and that I will abide by this policy as set forth.

Resident/Club/Neighborhood	-
Printed Name	Date
Signature	Staff Initials

#### ADDENDUM C

#### SAMPLE CLUB BYLAWS

#### ARTICLE I - GENERAL

- Section A. Name of Club
- Section B. Purpose of Club
- Section C. This Club shall be operated as a non-profit association in accordance with applicable statutes.

#### ARTICLE II - MEMBERSHIP

- Section A. Membership shall be open to all Kings Ridge Members in good standingwithout discrimination as to race, religion, color, ethnic culture, or national heritage.
- Section B. There shall be no prerequisite for membership, nor will members be required to join any national, state, or regionally affiliated organization.
- Section C. Dues (Define)

#### **ARTICLE III – OFFICERS**

- Section A. The officers shall consist of (at a minimum) a president, vice-president, and secretary-treasurer.
- Section B. All officers shall be elected by a vote of the general membership and shall serve without compensation.
- Section C. Terms of Office and Responsibilities (Define and include term limits)
- Section D. Nomination and Election Procedures (Define)
- Section E. Meetings, Quorum, and Voting Procedures (Define)
- Section F. Vacancies and Recall of Officers (Define)
- Section G. Conflict of Interest No member or officer shall benefit financially from participation. If a member has a conflict of interest, such conflict of interest must be declared and the member denied participation in any votes related to the item before the Club.

#### **ARTICLE IV – MEETINGS**

- Section A. Types and Frequencies of Meetings (Define)
- Section B. Conduct of Meetings (Define)
- Section C. Voting and Quorum Procedures (Define)

#### **ARTICLE V – FINANCES**

- Section A. Types and Frequencies of financial reports (monthly, quarterly, annually)
- Section B. The Financial report shall include beginning and ending balances with itemized descriptions of income and expenses.
- Section C. End of Year balance Any year-end balance will revert back to the purposes of the Club to assure nonprofit status.

FOR THE (	) CLUB:	_) CLUB:	
Name / Signature of President	Date:		

### **ADDENDUM D**

### SAMPLE CLUB FINANCIAL REPORT

#### **Club Name**

FINANCIAL REPORT (Sample)
For the period of: January 1, 2021, to December 31, 2021

Ве	eginning Balance:		*\$500
<u>ln</u>	n <u>come:</u> Membership Dues Events	\$500 <u>\$2,000</u>	
<u>E</u> >	<u>xpenses:</u> Club Supplies Events Scholarships	Total Income \$200 \$1,300 \$1,250	\$2,500
		Total Expenses	- <u>\$2,750</u>
Er	nding Balance:		*\$250
(*desigr	nated for scholarships in	the following year)	
	Treasurer		
[	Date Submitted to Membe	ership:	

NOTE: If a club has no income or expenses, a statement as such will suffice in lieu of afinancial report.

#### **ADDENDUM E**

# PROCEDURE FOR INSPECTION OF HOMESITE PURSUANT TO FORECLOSURE

Pursuant to Article VIII, Section 5 of the Amended and Restated Community Declaration of RestrictiveCovenants Kings Ridge at Clermont ("Amended and Restated Declaration"), the Community Association is granted a perpetual and irrevocable easement over, across and through the Properties (which term includes Homesites) for the purposes expressed in the Amended and Restated Declaration, which includes inspecting a Homesite if:

- 1. An Owner is more than ninety (90) days delinquent.
- 2. The Homesite is vacant; and
- 3. The Association has filed a lien foreclosure lawsuit on the Homesite.

If the three (3) items addressed above have occurred, then the Board of Directors of the Community Association, by a majority vote, may vote to have the Homesite inspected and appoint two (2) Membersof the Board of Directors from the Community Association to inspect the Homesite and the interior of the Home. In addition, the Board of Directors of the Community Association shall notify the Neighborhood Association, where the Homesite is located, of the inspection and require it, within fifteen (15) days of the notification, to appoint a Member of the Board of Directors from their Neighborhood Association to also inspect the Homesite with the Members of the Board of Directors from the Community Association. The President may appoint such Member of the Board of Directors from his/her Neighborhood Association. The two (2) Members of the Board appointed by the Community Association and the one (1) Member of the Neighborhood Association Board appointed shall collectively be referred to as the "Inspection Committee".

#### The Inspection Committee shall:

- 1. Coordinate a date and time to inspect the Homesite, which shall be not later than thirty (30) days after the Community Association appointed its Board Members to the Inspection Committee.
- 2. Once a date is coordinated, one (1) member of the Inspection Committee shall contacta locksmith who shall meet the Inspection Committee at the Homesite.
- 3. When at the Homesite, the Inspection Committee shall first verify that the Home is vacant. If the Home is occupied, then no further action can be taken by the InspectionCommittee.
- 4. If the Inspection Committee has verified that the Home is vacant by taking such actions as ringing the doorbell, knocking on the door and asking if anyone is in the Home, then the Inspection Committee shall direct the locksmith to unlock the door.
- 5. The Inspection Committee shall take video and/or pictures of the inside of the Home, which shall identify the condition of the Home; and
- 6. The Inspection Committee shall prepare a Report describing in general terms the condition of the Homesite and Home, and its suitability for rental or sale.

The Board of Directors of the Community Association shall review the video and/or pictures and theReport and shall vote as to whether to proceed with foreclosing on the Homesite.

#### ADDENDUM F: CAMERA SYSTEM POLICY

#### Background:

The Kings Ridge camera system is installed at the Clubhouse, North Spa Recreational Amenities Guardhouse, and all gate locations (4) in Kings Ridge. These cameras monitor and record video activity at the above stated locations and vehicular activity on the entrance and exit of those gates (\*Cameras are not actively monitored by personnel). Recording devices are located at all locations and gates for the purpose of maintaining video information in the event of an incident that requires video confirmation. Information can be accessed and downloaded locally at the Clubhouse.

#### Policy:

Data stored on the camera recording devices is available to support validating incidents that occur at all locations and the gates. This information will be available for reviewing by authorized sources only, legal, or otherwise(e.g., police department).

#### **Definition of Video Usage:**

Information will be reviewed for the following reasons:

- Information requested or reported by residents regarding the following locations Clubhouse, North Spa, and Recreational Amenities, Guardhouse, all gate locations (4) in Kings Ridge or unauthorized vehicles (e.g., vendors, etc.) accessing our resident only gates will be used by the Kings Ridge management staff for the purpose of identifying those persons or businesses at fault.
  - This will support notifying those persons or businesses of improper access into Kings Ridge and those further occurrences may require further disciplinary action. Personnel allowed to review the video will be the managementstaff or other authorized personnel designated by the Kings Ridge Community Association Boardof Directors only. Video information will not be provided to individual residents reporting incidents.
- 2. Information required by local law enforcement as a result of a filed police report resulting from any criminal activity that occurs within Kings Ridge may be reviewed by the law enforcement agent(s). This is the only authorized request where we share video information to any source other than authorized personnel designated by the Kings Ridge Community Association Board of Directors.

ADDENDUM G: WAIVER OF LIABILITY RELEASE OF LIABILITY, WAIVER OF LIABILITY AND INDEMNIFICATION FOR USE OF THE
KINGS RIDGE RECREATIONAL FACILITIES AND/OR KINGS RIDGE COMMON AREAS
I,(print name) agree that when using the Kings Ridge Recreational Facilities and/or Kings Ridge Common Areas that we will comply with all the covenants, club covenants conditions, restrictions, rules and regulations regarding the use of the Kings Ridge Recreational Facilities and/or Kings RidgeCommon Areas.
I understand that using the Kings Ridge Recreational Facilities and/or Kings Ridge Common Areas i potentiallydangerous and could cause personal injury or death. I also understand that the use of th Kings Ridge Recreational Facilities and/or Kings Ridge Common Areas by myself, will be without th supervision or monitoring of any kind by agents of the Kings Ridge Recreational Facilities, or its owners officers, directors, agents, employees, or management. I understand that there will not be staff on dut for this purpose and knowingly and voluntarily assume all risks that are associated with using the King Ridge Recreational Facilities and/or Kings Ridge Common Areas.
I agree that Kings Ridge Recreational Facilities is not providing any food, beverages, and alcohol for myself, members of my group/organization. Further, I agree that should any food, beverage, and/or alcohol be prepared, consumed, or served by myself, members of my group, organization, independent caterier or independent contractor, while using the Kings Ridge Recreational Facilities and/or King Ridge Common Areas, I will be responsible for any illness, injury, personal injury, property damage of death caused by, contributed to, and/or suffered as a result of the preparation, service or consumption of such food, beverage, and/or alcohol.
I knowingly and voluntarily agree to defend, indemnify and hold harmless Kings Ridge Recreational Facilities, Kings Ridge Community Association, Inc. its employees, officers, directors, agents, members shareholders, management and staff from and against all actions, causes of action, suits, claims and judgments, orders, penalties and liabilities whatsoever (including attorney's fees and costs) that arise out of, related to, or result from the use of the Kings Ridge Common Areas by myself, members of m group/organization, including, but not limited to, personal injury, illness, death, property damage unlicensed activity, violation of any statute, law, rule or ordinance, misconduct, negligence and an other tortuous act or omission.
On behalf of myself and my personal representatives, assigns, spouse, family, heirs and next of kin, hereby release Kings Ridge Recreational Facilities, and/or Kings Ridge Community Association, Incits owners, employees, officers, directors, agents, members, shareholders, management and staff, fror and against all actions, causes of action, suits, claims, and demands whatsoever, and from all costs damages, losses, expenses, charges, debts, judgments, order, penalties and liabilities whatsoever (including attorney's fees and costs) that arise out of, relate to, or result from the use of the Kings Ridge Recreational Facilities and/or Kings Ridge agents, or employees, including but not limited to, personal injury, death illness, property damage, unlicensed activity, violation of any statute, law or ordinance misconduct, negligence and any other tortuous actor omission.
I have completely read, understand, and voluntarily sign this Release of Liability, Waiver of Liability and Indemnification, and further acknowledge that no oral representation or statements apart from this written agreement have been made to or relied on by me. I have the authority on behalf of my family to sign this Release of Liability, Waiver of Liability, and Indemnification.
Print Name:Signature:

Date:\_\_\_\_\_\_Club/Organization: \_\_\_\_\_