



ADDISON RESERVE
COUNTRY CLUB

Rules & Regulations

ADDISON RESERVE COUNTRY CLUB
& ASSOCIATION

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ADDISON RESERVE COUNTRY CLUB & ASSOCIATION

RULES & REGULATIONS

As adopted by the ARCCA Board of Directors November 18, 2024

Preamble

The Addison Reserve Country Club & Association ("ARCCA") is the governing body for the community known as Addison Reserve in Delray Beach, Florida (the "Community"). Matters relating to the governance of the Community – including the responsibilities of owners of property in the Community and those persons who are Entity Member Designated Users of owners (collectively, "Owners"), and of those persons invited into the Community by an Owner ("Invitees"), including an Owner's family members, non-Entity Member Designated Users (including tenants), and guests, plus an Owner's contractors, service providers, vendors, home health care providers, employees and other persons working for an Owner ("Contractors") – are set forth in the Second Amended and Restated Master Declaration of Covenants, Conditions, Restrictions, and Easements for Addison Reserve (the "Declaration") and in the Addison Reserve Master Property Owners Association, Inc., Second Amended and Restated By-Laws (the "By-Laws," and collectively with the Declaration, the "Governing Documents"); in these Rules and Regulations (the "Rules"); in certain other rules relating to the Grievance Committee and grievance procedures (the "Grievance Committee Rules"); and in the policies promulgated by the ARCCA Board of Directors (the "Board") pursuant to these Rules (the "Policies"). The Statutes of the State of Florida, as they may be amended from time to time (the "Statutes"), also deal with certain of such matters.

Pursuant to the Governing Documents, the ARCCA is authorized and empowered to adopt and enforce the Rules, and it has the authority to file complaints, receive complaints, hold and adjudicate hearings on complaints, levy fines and impose sanctions for violations. These Rules have been duly adopted in accordance with such authority. Failure to enforce any Rule or Policy shall not be deemed to be a waiver of the right of enforcement. These Rules are to be interpreted in conjunction with the Governing Documents, and nothing in this document is intended to (or does) change any of the requirements set forth in the Statutes and the Governing Documents, which shall control in that order in the event of any conflict.

All capitalized terms used in these Rules that are defined in the Governing Documents shall have the meanings ascribed to them therein.

Each Owner is charged with knowledge of the Governing Documents, the Rules, the Grievance Committee Rules, and the Policies, including amendments thereto. Any Owner may review the Governing Documents, the Rules, the Grievance Committee Rules, and the Policies on the ARCCA website, or may request copies of these documents from the ARCCA administration offices in the Community clubhouse. Owners are responsible for the compliance of their Invitees with these documents. Contractors are responsible for knowing and following all applicable Rules and Regulations.

General Rules & Regulations

1. The Board may at any time adopt new Rules or Policies or amend existing ones, subject to the Governing Documents and the Statutes as applicable.
2. Each Owner and each Invitee is required to comply at all times with the Governing Documents and with all Rules and Policies. An Owner is responsible at all times for the conduct of the Owner's Invitees while within the Common Areas.
3. Failure to comply with the Rules and Policies, or otherwise engaging in conduct that is prejudicial to the best interests of the Community, may result in a grievance being filed against an Owner and/or an Invitee. A grievance may be filed by an Owner, the General Manager/Chief Executive Officer, the Board, the Board of a Village Association, the Architectural Review Committee or ARCCA's security personnel ("AR Security") (who may also issue citations). Each properly filed grievance will be handled in accordance with the Grievance Committee Rules. If sustained, a grievance can result in the imposition of a fine and/or suspension.
4. ARCCA Security is authorized to issue citations to any person who fails to comply with the Governing Documents, Rules or Policies, including, but not limited to, parking and vehicular Rules and Policies.
5. ARCCA maintains a zero-tolerance policy against abusive or harassing conduct, whether expressed through language or actions, directed towards any director, officer, employee, agent, and/or contractor of the ARCCA, or against any Owner or Invitee. This policy includes, but is not limited to, harassment based on protected characteristics such as race, religion, color, sex, national origin, citizenship status, age, marital status, sexual orientation, disability, or uniformed military status. Harassment can take the form of offensive remarks, slurs, jokes, or any other verbal, graphic, or physical conduct that creates an intimidating, hostile, or offensive environment. Sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other forms of sexual conduct, is explicitly included in this policy. ARCCA takes all reports or instances of abusive or harassing conduct, including sexual harassment, seriously and will promptly and thoroughly investigate them. Retaliation against individuals who report incidents or participate in the investigation is strictly prohibited.
6. To uphold professionalism within the organization, all Members and their family members are strictly prohibited from engaging in romantic or fraternizing relationships with any employee, of ARCCA.
7. The potential exists that a Member who is related to an employee may receive preferential treatment, or a conflict may arise. To avoid this problem, ARCCA's employment practice prohibits hiring relatives of a Member.
8. All assessments and fines must be promptly paid when due. Failure to pay any assessment or fine by the due date may result in the imposition of interest charges, administrative charges and/or additional sanctions.
9. Pedestrians, including walkers, joggers and those on skateboards, roller boards, and roller skates must use the sidewalks in the Community. Members in wheelchairs or mobile seated scooters and those using a walker or cane must use the sidewalk and are given the right of way. Members walking/jogging or children biking must move safely aside to allow them the continued use of the path. Children under the age of sixteen (16) years must use the sidewalk when riding motorized

scooters and bikes. Pedestrians have the right-of-way at all times on all roads and sidewalks within the community except as noted above. Cyclists must use the roadways, except that children under the age of sixteen (16) years, and any adult cyclist(s) accompanying them, may ride on the sidewalks. Each pedestrian must wear a shirt.

10. Fishing is not permitted on the golf course side of lakes and areas of water. Boating is not permitted on the lakes, except for service providers as specifically authorized by the General Manager.
11. Each Owner is responsible for filing with the ARCCA (either through a paper notice or through electronic means, including on the ARCCA website) his, her or its current mailing address (including an e-mail address, unless the Owner or its representative does not have an e-mail address) and any changes thereto (this being the mailing address to which the Owner wishes all notices and invoices of the ARCCA to be sent). Members are also responsible for keeping a current phone number on file with ARCCA.
12. The Recreational Facilities shall be open on the days and during the hours established from time to time by the Board.
13. The Board may establish policies and procedures for guests of Owners and Designated Users. Guest use of the Recreational Facilities is a privilege granted to Owners, not a right, and may be withdrawn as to any particular guest at any time. Distinctions as to guest policies may be made between guests visiting for a day or for an activity (such as golf, cards, or dining) ("Day Guests"), guests who are staying in an Owner's home and who have been registered with the ARCCA as house guests ("House Guests"), and guests who have access pursuant to the Singles' Companion Pass program, including the following:
 - a. A Day Guest must be accompanied by an Owner or Designated User while using the Recreational Facilities.
 - b. A House Guest may be permitted to use the Recreational Facilities unaccompanied by an Owner or Designated User, provided the House Guest has been issued a guest card, and may be granted temporary charging privileges, with the Owner being responsible for all charges incurred on the Owner's account. The ARCCA may charge the Owner's account a daily fee for each registered House Guest. House Guests must have their guest cards with them at all times while using the Recreational Facilities.
 - c. The policies and procedures for Singles' Companion Passes may be established from time to time by the Board.
14. The Board and the General Manager may, from time to time, establish policies and procedures for any and all types of reservations, including, but not limited to, reservations for special events and functions. These policies and procedures may include fees to be imposed on Owners (and charged to their accounts) in situations where reservations are cancelled after a specified deadline or where an Owner or the Owner's Invitee fails to appear for a scheduled reservation.
15. Alcoholic beverages will not be served, sold, or consumed within the Common Areas during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Florida, or any applicable ordinances

or regulations. All alcoholic beverages consumed or otherwise possessed within the Recreational Facilities must be purchased from the ARCCA, except as authorized by the General Manager and subject to the imposition of a fee (such as a corkage fee).

16. Catering by organizations other than the ARCCA is not permitted within the Common Areas (including the Recreational Facilities). All food and beverages consumed within the Common Areas must be furnished by the ARCCA, unless specifically permitted by the General Manager.
17. No performance by an entertainer not hired or retained by the ARCCA is permitted within the Common Areas, unless specifically permitted by the General Manager who can require appropriate conditions.
18. Smoking and vaping are not permitted within any building in the Common Areas. Smoking is permitted on the golf courses (with the consent of playing companions) and may be permitted in other specific outdoor locations, as designated by the Board. Except as specifically permitted by the Board, smoking and vaping are not permitted within or on the Recreational Facilities.
19. Fireworks and coldworks may not be set off anywhere within the Common Areas, within Villages, or at homes, except as part of a fireworks exhibit organized and conducted by the ARCCA, or except as otherwise specifically permitted by the General Manager. Firearms and other weapons are not permitted within the Recreational Facilities.
20. Commercial advertisements shall not be posted or circulated anywhere within the Common Areas or on an Owner's Lot, nor shall solicitations of any kind be made within the Community or through utilization of the ARCCA's logo, stationery, membership directory or website, except as approved by the Board.
21. The Common Areas, including the Recreational Facilities, may not be used for functions that have a purpose of raising funds for, or showcasing or otherwise highlighting the views or opinions of, a charity, a political cause or candidate, a religion, or any other non-ARCCA organization, and may not be used for organized religious services, except as specifically permitted by the Board.
22. Any Owner or Invitee who, in any manner, makes use, or accepts the use, of any apparatus, appliance, facility, privilege or service owned, leased or operated by the ARCCA or its representatives or designees, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the ARCCA, anywhere within the Community, shall do so at his or her own risk (including risk of injury and risk of loss or damage to personal property), and with full indemnification of the ARCCA, its directors, officers, employees, and representatives for any costs or liabilities arising out of such use incurred by any of them.
23. All complimentary food, beverages, and related items provided by ARCCA are to be consumed exclusively at the Recreational Facilities. Taking these items off-site is strictly prohibited.
24. An Owner shall be responsible for any and all property damage caused to ARCCA property by the Owner or any Invitee of the Owner. No Owner or Invitee shall remove from the Common Areas any

property or furniture belonging to the ARCCA. The cost of repairing any ARCCA property damaged by an Owner or Invitee, and the cost of replacing any ARCCA property taken by an Owner or Invitee, may be charged to the Owner's ARCCA account.

25. The use of any electronic devices for conversations, or for the transmission of any sound that is audible to those nearby, is prohibited in and around the Recreational Facilities, including in the restaurants, bars, card rooms, locker rooms, fitness facilities, spa, sport courts and areas adjacent thereto, and pool areas, and on the golf courses and golf driving range, provided, however, that, in an emergency or urgent situation, an Owner or Invitee may use a phone for conversation in the Recreational Facilities if he or she moves to an area where there are no other persons present nearby (such as outside of a building).
26. The ARCCA may require an annual Food & Beverage Minimum, which will be determined by the Board of Directors. Each Owner is responsible for food and beverage purchases of at least the established minimum during the ARCCA fiscal year; if the minimum is not met, the Owner will be billed the total remaining amount plus applicable taxes at the end of the fiscal year. Only food and beverage items apply to the minimum; room rentals, flowers, taxes, other miscellaneous charges, and Banquets and Special Event food and beverage purchases will not be credited toward the minimum. Food and beverage purchases by another Owner will not apply toward an Owner's minimum. Suspension of Membership privileges will not result in a reduced minimum.
27. ARCCA employees are not permitted to accept gratuities, and Owners and Invitees are prohibited from offering gratuities to ARCCA employees. Certain large dinner groups (twelve (12) or more), and non-Owners, may be subject to an additional service charge.
28. Children under fourteen (14) years of age are not allowed in the Recreational Facilities unless accompanied and supervised by an authorized adult, or unless otherwise permitted by the General Manager. Persons under the lawful drinking age are not permitted in any bar or lounge unless accompanied by an adult. The ARCCA may require proof of age for any person.
29. Owners and Invitees are required to adhere to the ARCCA Dress Code, as defined by the Board and which is posted on the ARCCA website and is also available by contacting the ARCCA administrative office. The dress standards of the ARCCA may be changed or waived by the General Manager or the Board for special activities and functions or at specific times of the year.
30. Any Owner who owns or leases a car (or who uses a car owned or leased by a family member or an employer) may obtain an entry sticker or other device ("Transponder") for such car, enabling automatic gate access to the Community, pursuant to such policies and the payment of such fees as may be established by the ARCCA. A Transponder may also be made available, at the request of an Owner, with respect to a car owned by a Designated User or family member living in the home of the Owner, provided that either (i) such person's driving license shows that the person is resident in the relevant home, or (ii) the person otherwise establishes, to the satisfaction of the ARCCA Director of Security, that he or she resides in the home. A Transponder shall not be available to any Contractor. The provision of a Transponder is a privilege, not a right associated with home ownership, and may be revoked or suspended by the ARCCA for any reason, including reasons relating to nonpayment of bills from the ARCCA and reasons relating to repeated infractions of the Community's vehicular requirements. A Transponder may not be transferred or loaned to any other person and may not be affixed to any car other than the specific one for which the Transponder was issued. AR Security may make temporary Transponders available to Owners and their guests for use with rental cars.³¹

Except in the case of household and medical emergencies or other similar situations, and except in the case of home health care workers, (i) Construction activity shall only occur from 7:30 a.m. to 6:00 p.m.. Monday through Friday (per county ordinance). Saturday hours are from 8:00 a.m. to 4:00 p.m.; (ii) Construction shall not take place on Sunday or any legal holidays, subject to review and consideration by the ARCCA; (iii) All Contractors called in by a resident for service will be granted access 24/7 including non-emergencies, as long as no disturbing noises interfere with the rights, comforts, or convenience of Owners. However, any contractor creating a disturbance while working on a Saturday or Sunday or outside the above listed permitted hours will immediately cease all work for that day at time of oral notice by an agent or representative of the ARCCA; and (iv) The vehicles of Contractors are permitted to enter and exit only via the Linton Boulevard entrance. While in the Community, Contractors:

- a. are subject to all parking and vehicular regulations;
- b. are not permitted to be accompanied by a pet or other animal;
- c. are not permitted to use mobile phones, computers, tablets, radios, CD players or like equipment in any manner which may constitute a nuisance to others;
- d. must at all times be properly attired (including shirts which cover the upper body);
- e. are not permitted to litter;
- f. must clean up the job-site before leaving;
- g. are responsible for any damage caused within the Community; and
- h. must have a valid driver's license.

32. The ARCCA has granted Owners the privileges of (i) maintaining a permanent list of Invitees; and (ii) calling in Invitees using the Addison Reserve automated entry system. This privilege may be revoked or suspended by the ARCCA (as authorized by the Statutes) in whole or in part (e.g., as to any particular Invitee) for any reason, including reasons related to non-payment of bills from the ARCCA and reasons relating to repeated infractions of the Community's vehicular requirements.
33. Vehicles parked on the street must park in the direction of the flow of traffic. Vehicles parked in a driveway must not extend into the street or block a sidewalk. Vehicles also must not be parked on landscaped areas. Vehicles parked within Villages must be parked only on the odd numbered side of the street in odd numbered calendar months and on the even side of the street in even numbered calendar months. ARCCA may approve "no parking zones" at the entrance and/or exit to a Village roadway that must be observed. Vehicles used for the transport of multiple automobiles are not permitted within the Community.
34. Owners and Invitees using the ARCCA Recreational Facilities must follow the instructions of ARCCA employees working in those Facilities.
35. Dumping of any material (including but not limited to tree limbs and grass cuttings) into any lake, canal, pond or stream, or upon any other portion of the Common Area, is prohibited. Water, when removed from a swimming pool or spa, must be deposited into a street sewer grate or equivalent receptacle and not in a lake or pond within the Common Areas. In addition, water may not be withdrawn from a lake or pond for any purpose by anyone, except as specifically authorized by the General Manager.
36. The ARCCA follows and enforces the Palm Beach County noise ordinance, Section 34-35 as amended from time to time. This ordinance prohibits unnecessary and excessive noises which are defined as "(t)he operation of any set, instrument, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 100 feet from the building, structure or vehicle in which it is located".

37. The jurisdiction and procedures of the Architectural Review Committee ("ARC") are set out in Article 11 of the Declaration and in publications and forms issued by the ARC from time to time, which may be found on the ARCCA website. Failure of an Owner to abide by the rules, regulations, community-wide standards and decisions of the ARC will be considered a violation of the Governing Documents and of these Rules. The General Manager, the ARC and/or the Boards of the Villages are authorized to file a grievance with the Grievance Committee to enforce the ARC's rules, regulations, community-wide standards and decisions.
38. With respect to Members who acquired memberships prior to November 1, 2024, "Immediate Family" shall mean a Member's spouse (if not a Member) and unmarried children and grandchildren of either spouse under the age of twenty-eight (28), or a Designated User and unmarried children and grandchildren of such Designated User under the age of twenty-eight (28), provided said children or grandchildren primarily reside with such Member or Designated User. With respect to Members who acquired memberships on or after November 1, 2024, "Immediate Family" shall mean a Member's spouse (if not a Member) and unmarried children and grandchildren of either spouse under the age of twenty-four (24), or a Designated User and unmarried children and grandchildren of such Designated User under the age of twenty-four (24), provided said children or grandchildren primarily reside with such Member or Designated User.

APPENDIX A: Article 12 of the Declaration

Note: The copying of these Use Restrictions in this Appendix is provided as a convenience to ARCCA Owners and Invitees and is not intended to be exhaustive as to the applicable restrictions and requirements. Other restrictions and requirements may be found elsewhere in the Governing Documents, in the Grievance Committee Rules, in the ARC Guidelines, and in other Policies. Owners and Invitees are responsible for complying with all applicable restrictions and requirements.

USE RESTRICTIONS

The Properties (excluding the Sales Center) shall be used only for residential and recreational purposes and for the administrative and other activities of the Association, as may more particularly be set forth in this Declaration. Any Supplemental Declaration or Village Association Document may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by this Declaration, any Village Association Documents, and any such Supplemental Declaration.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce Community-Wide Standards which may include standards and restrictions governing the use of the Properties, in addition to those contained herein.

Such regulations and use restrictions shall be binding upon all Owners, all Lots, and all occupants as defined in Section 12.2 hereof.

Section 1 Parking and Vehicular Restrictions.

Parking in the Properties shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is not intended to apply to parking within, and vehicles used for, the Recreational Facilities. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times or in a portion of the Recreational Facilities designated for such purpose, such as by way of example and not limitation, a maintenance yard at the golf course.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or house trailer shall be permitted to be parked or to be stored at any place within the Properties, except in spaces for some or all of the above specifically designated by the Association, if any. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles, such as for construction, landscaping, or maintenance use or for providing pick-up and delivery and other commercial services, nor to any vehicles of the Association or the Association's vendors and contractors.

Except with the written consent of the Association (i) no parking on lawns shall be permitted and (ii) no overnight on-street parking shall be permitted. Overnight parking of automobiles and other non-commercial trucks or vans shall only be allowed on an Owner's driveway or in an Owner's garage.

All boats, jet-skis, wave-runners, golf carts and other vehicles used for similar types of recreational purposes must be parked in a garage at all times when not in use. Parking of these vehicles in driveways or in the streets is not permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing and once the notice is placed, neither its removal, nor the failure of the owner to receive the notice for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. An affidavit of the person posting the aforesaid notice, stating that it was properly placed, shall be conclusive evidence of proper posting.

Section 2 **Occupants Bound**

All provisions of this Declaration, the Articles, the By-Laws, the Rules and Regulations, the Community-Wide Standards or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees, contractors, licensees and lessees of any Owner (collectively, for purposes of this Section, "occupants"). Every Owner shall cause such Owner's occupants to comply with this Declaration, Articles, By-Laws, Rules and Regulations, Village Association Documents, and the Community-Wide Standards adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties caused by such occupants, notwithstanding the fact the such occupants are fully liable and may be sanctioned for any violation of this Declaration, Articles, By-Laws, Rules and Regulations, Village Association Documents, and Community-Wide Standards adopted pursuant thereto.

Section 3 **Animals and Pets**

No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted on a Lot. All pets shall be controlled by their owner or the owner's designee at all times. Those pets which, in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots, or their Designated Users, Immediate Family, guests or invitees, an owner of any portion of the Properties, or persons using the Recreational Facilities, shall be removed upon request of the Board within three(3) days of written request. No pets shall be kept, bred, or maintained on any Lots for commercial purposes. Household pets outside the pet owner's Lot shall be confined on a leash (not to exceed twenty-five (25) feet when extended) held by a responsible person, except as otherwise provided herein. The foregoing leash requirement shall not apply when a pet is within any fenced in area set aside and designated by the Association as a dog park or similar area. Further, any household pets permitted outside of a residence, but on a Lot, shall at all times be confined and controlled on a leash held by a responsible person unless within a fully fenced in and secured area on the Lot or where the household pet is within a secured area adjacent to the residence within a fenced-in area on the Lot, which in either event, must be adequate to prevent the pet from making contact with any person or other pets outside the Lot. Pets shall only be permitted on those portions of the Common Areas (to the extent permitted herein) as are so designated by the Association. All persons bringing a pet onto the Common Areas shall be responsible for removing any solid waste of the pet. Each Owner, by

acquiring title to a Lot, agrees to indemnify the Association and each applicable Village Association, and to hold each of them harmless against all loss or liability of any kind whatsoever arising from any pet or animal of the Owner or such Owner's Designated Users, Immediate Family, guests or invitees or other occupants. Pets are not permitted on or within the Recreational Facilities at any time, except in the case of service animals permitted pursuant to, and in accordance with, the Rules and Regulations.

Section 4 **Nuisances**

No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 5 **Hazardous Materials**

Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements. Owners shall be responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous materials on their property and any contamination therefrom. If any Owner fails to properly perform his or her maintenance responsibility, the Association shall have the right, but not the obligation to maintain, clean-up, or dispose of such hazardous materials and assess all costs incurred by the Association (including a reasonable administrative charge) against the Lot and the Owner thereof as a Special or Compliance Assessment. Each Owner shall indemnify and hold harmless the Association and the Village Association, against any and all expenses, including attorneys' fees and costs, reasonably incurred by or imposed upon the indemnified party as a result of the Owner's use or storage of hazardous materials.

Section 6 **Trash**

No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas, if any, and in all events such containers shall not be visible from any of the Properties except for the minimum time necessary for its collection. Owners shall not leave trash out for pick-up prior to 7:00 p.m. on the night prior to pick-up and shall remove trash receptacles as soon as practicable after pick-up. No odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from any roadway, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties, except within an enclosed structure appropriately screened from view erected for that purpose, if any.

Section 7 **Unightly or Unkempt Conditions.**

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot.

Section 8 **Outside Installations.**

Except as permitted by the ARC Manual and applicable law, no visible antennas, aerials, satellite dishes, cable dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any Lot or Common Area in the Property (excluding the Recreational Facilities). The Design Review Guidelines contain specific size, placement, screening and color scheme requirements for permitted antennas, aerials, satellite dishes, cable dishes and other apparatus for reception of radio and/or television signals.

Section 9 **Subdivision of Lot and Time Sharing.**

No Lot shall be submitted to any time share or vacation club form of ownership as defined in applicable Florida Statute, as same may be amended from time to time, or otherwise subdivided or its boundary lines changed, except with the prior written approval of the Board of Directors in its sole discretion. No Lot may be subdivided.

No Lot shall be made subject to any type of timeshare or vacation club program, interval ownership or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by up to two (2) joint tenants or tenants-in-common nor shall it prohibit ownership by an Owner who is not a natural person.

Section 10 **Firearms and Fireworks.**

The discharge of firearms or fireworks of any type within the Properties is prohibited, except with the prior approval of the Board of Directors in its sole discretion. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. This restriction shall not prohibit the discharge of firearms in connection with "shotgun" start tournaments held at the golf course. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take any action to enforce this Section.

Section 11 **Irrigation.**

No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Association. In the event effluent irrigation becomes available, the Association may require Owners of Lots to connect the irrigation system on their property to the effluent source, all at the Owners' sole cost and expense. Notwithstanding the foregoing, wells shall be permitted within the Properties as additionally set forth in Subsection 12.26.4.

Section 12 **Garages, Carports, and Outbuildings**

Every residence within Addison Reserve is required to have an attached garage which must be designed to include space for the storage of a golf cart. All garages must be approved by the ARC.

No detached garages or carports shall be developed, constructed or installed on the Lot unless the architectural design of such structure is consistent with the Lot's residence and the structure is approved by the ARC in accordance with Article 11

Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, or other unattached structure shall be placed upon any Lot unless such structure will be used for special short-term occasions.

Section 13 **Insurance Rates.**

Nothing shall be done or kept in the Common Areas which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Areas which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 14 **Sight Distance at Intersections.**

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 15 **Utility Lines.**

No overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction, lines on or adjacent to the boundaries of the Property as the same exist or may be replaced and high voltage lines if required by law or for safety purposes.

Section 16 **Lakes and Water Bodies.**

All lakes, canals, ponds and streams within the Properties, if any, shall be for aesthetic purposes only except as hereinafter provided. The Association will allow residents of Addison Reserve to fish from the banks of those lakes, canals, ponds and streams within the Properties that are not located on the golf course. No other use of the lakes, canals, ponds and streams is permitted, including without limitation, swimming, boating, playing or use of personal flotation devices, skating or sledding. Neither the Association nor any Village Association shall be responsible for any loss, damage or injury to any person or property arising out of authorized or unauthorized use of lakes, canals, ponds or streams within the Properties. This Section shall not restrict the right of the Association to permit use of bodies of water within the Recreational Facilities in connection with golf course play or other recreational activities.

Section 17 **Playground.**

Any playground or other play areas or equipment furnished by the Association or any Village Association or erected with the Properties shall be used at the risk of the user, and neither the Association or any Village Association shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 18 **Business Use.**

No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto Lots who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms “business” and “trade” as used in this provision shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full time or part- time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to the Recreational Facilities, or to the resale or rental of any Lot.

Section 19 **Leasing of Lots.**

1. **Leasing Provisions.** The provisions of this Section apply to all leases and subleases, and references to leases shall also refer to any subleases. For purposes of this Section, leasing includes any granting of rights to occupy a Lot for which the Owner receives any consideration or benefit. Lots may be leased only in their entirety; no fraction or portion may be rented and only one lease may be in effect for a particular Lot at any given time. There shall be no leasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be for a minimum term of four (4) months and a maximum term of two (2) years and shall be in writing. A Lot may not be leased more often than twice during any Fiscal Year, and may not be leased to any lessee (or to the lessee’s spouse or family member who lived on the Lot while the lessee was a Designated User or otherwise was leasing such Lot) for a cumulative period of time that extends beyond two (2) Fiscal Years (all tenancies included), provided, however, that the Board shall have discretion, on a case-by-case basis, to waive this two-year limitation with respect to a lessee who is a spouse, a former spouse, a parent, a child, a child-in-law, a sibling, or a sibling-in-law of a Member (or, in the case of an Entity Member, of the majority beneficial owner(s) of the Entity Member), or in extraordinary circumstances upon good cause shown.

All transfers by lease shall require, as a condition of approval: (i) the payment to the Association of a transfer fee not to exceed the maximum amount permitted by Florida Statutes, as same may be amended from time to time, with husband/wife or parent/dependent child counting as a single applicant; and (ii) the posting of a security

deposit with the Association not to exceed the maximum amount permitted by Florida Statute, as same may be amended from time to time. Prior to approving any lease, the Association shall be entitled to written notice of the Owner's intent to make the lease, with such Owner providing a copy of the proposed lease, and such other documentation pertaining to the proposed lessee and any other occupants as the Board may reasonably require. The Board may also require a personal interview with the proposed lessee(s) and any other occupants. Within thirty (30) days of receipt of the last of the information required pursuant hereto, the Board must either approve or disapprove the lease. Failure on the part of the Board to respond within said thirty (30) day period shall constitute automatic approval for the proposed lease. The Board may disapprove a lease on any reasonable and lawful basis.

Section 20 **Landscaping.**

Installation and removal of landscaping and trees shall be subject to the prior approval of the ARC and the Village Association in which the Lot is located. No trees shall be removed except for diseased or dead trees without the prior approval of the ARC and the Village Association in which the Lot is located or for safety reasons, and the approval of such removal may be conditioned upon replacement of removed trees. Either the Association or the Village Association governing the applicable Lot may remove a dead or diseased tree or other dead or diseased landscaping at the expense of the Owner of such Lot, if such Owner does not do so within thirty (30) days of the giving of notice by the applicable association to such Owner (which notice may be given by electronic and regular mail) to remove such dead or diseased tree or landscaping. Costs incurred by the Association or the Village Association, as applicable (including a reasonable administrative charge) associated with removal shall be assessed to the Owner(s) of the affected Lot(s) as Compliance Assessments in accordance with Section 10.6 hereof.

Section 21 **Sculptures and Artwork.**

Any sculpture, statue or artwork of any type whatsoever which is visible from outside the Lot is subject to the prior approval of the ARC.

Section 22 **Septic Tanks.**

Septic tanks are not permitted on any portion of the Property, except on a temporary basis as approved by the ARC and if permitted by law.

Section 23 **Private Golf Carts.**

Private golf carts may be used within the Properties only by Members and their Designated Users, Immediate Family, guests, and invitees who are permitted to do so by the Association's By-Laws or Rules and Regulations. Customized golf carts are prohibited. All use of privately owned golf carts in the Properties must be in accordance with the provisions of the Rules and Regulations pertaining to private golf carts, as those provisions may be amended from time to time. Those provisions may include limitations on the categories of members who are allowed to use private golf carts, a requirement that all golf carts must be a standard color, style and appearance approved by the Association, maintenance standards, insurance requirements and other regulations determined by the Association from time to time in its sole discretion. The Board may from time to time determine where travel by golf cart is permitted. Violation of any Section of this Declaration, By-Laws or Rules and Regulations may result in the loss or suspension of the private golf cart privileges conveyed by

this Section, subject to the notice and hearing requirements specified herein and in the By-Laws.

Section 24 **Golf Cart Paths.**

No persons shall be permitted to jog or walk for non-golf purposes along the golf cart paths or any other portion of the golf course unless the prior approval of the Association has been obtained

Section 25 **Recreational Facilities Nuisance.**

No Person shall engage in any activity whatsoever which shall interfere with the players' performance during use of the Recreational Facilities. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on that would or might interfere with the use or enjoyment of the Recreational Facilities.

Section 26 **Approval by ARC.**

The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the ARC in accordance with Article 11. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with Article 11. Notwithstanding anything to the contrary herein, this Section 12.26 shall not apply to the Recreational Facilities.

1. Signs. No sign, billboard or advertisement of any kind, including, without limitation, "for sale" signs and those of realtors, contractors and subcontractors, shall be erected within the Properties without the written consent of the ARC. If permission is granted to any Owner to erect a sign within the Properties, the ARC reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Owner with a sign to be used for such purposes. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

2. Driveways, Walkways and Mailboxes. All driveways, sidewalks and mailboxes shall be maintained in the style originally established or approved in accordance with Article 11. All driveways and culverts installed within Addison Reserve shall be of a type and quality approved by the Master and the grade of same shall be set by the Master. Mailboxes shall be uniform and shall be of the same type and quality as approved in accordance with Article 11 from time to time.

3. Racquet Courts. A tennis court or pickleball court may not be erected, or installed on any Lot.

4. Wells and Drainage. No private water system shall be constructed on any Lot without the prior approval of the Architectural Review Committee; provided, however, that wells shall be permitted on Lots subject to approval (i) by the governing documents of the respective Village, and (ii) of the ARC pursuant to rules and standards to be adopted and approved by the Association Board of Directors for the installation and maintenance of such wells. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association hereby reserves for itself

a perpetual easement across the Properties for the purpose of altering drainage and water flow.

5. Air Conditioning Units. No window air conditioning units may be installed on any Lot, except as approved in accordance with Article 11.

6. Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 31 only (unless the Village where the Lot with the seasonal lighting is located requires removal of such lighting prior to January 31, in which case the Village requirement shall apply), all exterior lights on Lots must be approved in accordance with Article 11. An exterior light may be required to be of the same type and quality approved by the Association.

7. Artificial Vegetation, Flags and Similar Items. All artificial vegetation, fountains, flags and similar items must be approved in accordance with Article 11; provided, however, that nothing herein shall prohibit the appropriate display of flags authorized by Section 720.304, Florida Statutes, as amended from time to time.

8. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure and is approved in accordance with Article 11.

9. Fences. No dog runs, animal pens or front yard fences of any kind shall be permitted on any Lot except as approved in accordance with Article 11. Fences to enclose the portion of Lots and “invisible fences” to contain domestic animals within such areas shall be permitted provided approval is obtained in accordance with Article 11. Wooden and chain link fences shall not be allowed, and fences shall not be allowed to obstruct the views of neighbors.

10. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of gas grills, lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of fuel for dwellings (including for use with electrical generators), pools, gas grills and similar equipment may be permitted on a Lot if approved in accordance with Article 11.

11. Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area in the Property or on Lots so as to be visible from adjacent property when not in use. Swing sets, basketball hoops and backboards and similar sporting or playground equipment may be erected on Lots, provided each item is approved in accordance with Article 11.

12. Window Coverings. All windows on any structure which are visible from the street or dwellings on other Lots or from the Recreational Facilities shall have window coverings which have a white or off-white backing or blend with the exterior color of the dwelling, as approved pursuant to Article 11. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless first approved in accordance with Article 11.

Section 27 **No Garage Conversions.**

No garage shall be converted into habitable living space within the Properties.

Section 28 **Community-Wide Standards, Rules.**

The Association, through the Board, shall have the right to promulgate and impose further Community-Wide Standards and any Rules and Regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, the Common Areas, and any improvements located thereon, including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation.

APPENDIX B: From Section 15.1 of the By-Laws

Note: The copying of this list of violations in this Appendix is provided as a convenience to ARCCA Owners and Invitees and is not intended to be exhaustive as to the applicable restrictions and requirements. Other restrictions and requirements may be found elsewhere in the Governing Documents, in the Grievance Committee Rules, and in the Policies. Owners and Invitees are responsible for complying with all applicable restrictions and requirements.

Violations of these By-Laws shall include, but not be limited to:

- a. submitting false information on the Application for Membership or for any application for guest privileges or tenant privileges;
- b. permitting a Membership card or Association account to be used by anyone other than the designated holder;
- c. failing to pay any amount owed to the Association in a proper and timely manner;
- d. failing to abide by the Declaration, these By-Laws, the Rules and Regulations or other rules and regulations governing conduct or use of the Property, as they may be amended from time to time;
- e. treating the personnel, employees, vendors or contracted individuals of the Association in an unreasonable or abusive manner;
- f. destroying, damaging, or stealing Association property;
- g. abusing any Director, Officer or employee of the Association verbally or in writing; or
- h. exhibiting behavior, deportment or appearance deemed materially unsatisfactory by the Board of Directors or acting in a manner determined by the Board of Directors to be substantially improper or reasonably likely to endanger the welfare, safety, harmony or good reputation of the Association or its Members.

APPENDIX C: ARCCA COMMUNITY-WIDE STANDARDS AND POLICIES

Table of Standards and Policies

- Care of the Golf Courses
- General Pool & Game Room Policies
- General Golf Policies
- General Tennis and Pickleball Policies
- General Pool and Game Room Policies
- General Fitness Facilities Policies
- Pets and Service Animals
- Singles' Companion Passes
- Member Account Payment Policies
- Campaigning Guidelines
- Inspection and Copying of Documents
- Ladies' Card Room Policies
- Men's Card Room Policies
- Traffic, Vehicular and Other Fines and Sanctions
- ARC Violations and Infractions

CARE OF THE GOLF COURSES

User's Obligations Regarding the ARCCA Golf Courses

Users of the golf courses are expected to follow the following policies and procedures:

Ball marks damage caused by shuffling of shoes, clubs and the flag stick on the surface of the greens are to be repaired. Members are encouraged to repair ball marks and damage caused by others.

1. When entering and exiting the bunkers, all players should enter on the low side of the bunker to avoid damaging the face of the bunker. All bunkers are to be raked after entry to eliminate footprints, divots and the imprint of a rake. Members are encouraged to rake where others have failed to do so.
2. All divots on the turf are to be repaired using the sand provided for this purpose on every cart (or the sand on the teebox, when sand is provided there). This applies to divots you cause, but Members are encouraged to repair divots caused by others.
3. Golf carts shall go no closer than thirty (30) feet from the nearest edge of the green. (Members with an approved handicap flag – twenty (20) feet) On any par-3 hole, all golf carts must stay on the cart paths (including a handicap flag, except that the Golf Professional Staff may make specific exceptions on a case-by-case basis). At the greens, golf carts should be parked at the side of or behind the green (in the area designated for parking at the green by a post next to the cart path), except that a cart carrying a person entitled to use (and displaying) a handicap flag may park in front of the green while putting (but no closer than twenty (20) feet from the edge of the green).
4. Golf carts shall enter and leave the fairways at points designated (by signs or color coded stakes) and shall not be driven between a green and a lake or between a green and a greenside bunker.
5. Golf carts shall not traverse areas marked with ropes intended to bar access.
6. Golf carts shall be operated in a manner which avoids damage to the golf courses and ancillary installations (for example, the following are to be avoided: driving over a sprinkler head, a flower bed, or a teebox, or into a bunker or a hazard area).
7. If any hole or group of holes is designated as cart path only, a golf cart shall not be driven on such hole or holes except on the cart path.
8. If any hole or group of holes is designated as closed, a golf cart shall not be driven on such hole or holes at all, even on the cart path.
9. Range balls shall not be used for play on the golf courses.
10. A handicap flag is personal to the Member or guest to whom it has been issued and relates only to a specific handicap situation. A Member or guest may not take advantage of a handicap flag on a cart if he/she is not entitled to the use of such flag. A Member or guest who is entitled to use a handicap flag must have it visible at all times on the golf cart. Any handicap flag issued for a specific round of golf must be returned to the designated area at the conclusion of that round.

Enforcement Procedures

Upon learning of a violation of the obligations of users of the golf course as they are set out above, the Golf Professional Staff shall take the following action:

Minor Violations ¹:

• Failure to repair ball marks, divots, or damage on greens. • Driving golf carts closer to the green than allowed. • Using range balls for play on the golf courses. • Entering and leaving fairways at undesignated points. • Driving in restricted areas • Ignoring 'Cart Path Only' Signs • Driving between a green and a lake / or between a green and a greenside bunker.	1 st Offense	The Golf Professional Staff or Golf Ranger will issue a warning to the violator (or in the case of a Member's guest, to the Member), which will be documented in the membership file and remain on record. ARCCA Administration will also send a written notice explicitly stating that any further violations will result in a fine.
	2 nd Offense	\$500 issued to the violator (or in the case of a Member's guest, to the Member)
	3 rd + Offense	Thirty (30) day Suspension from Golf Facilities for the violator (or in the case of a Member's guest, for the Member and guest)

¹ Violations will accumulate during any continuous six (6) month period immediately prior to the most recent violation date.

Major Violations:

• Not properly raking bunkers after use. • Driving on or around collars of greens • Causing Significant Course Damage • Driving in a manner that endangers other members • Reckless driving • Ignoring Safety Rules • Member using a Handicap Flag that has not been assigned to them	1 st + Offense	Discretion of Grievance Committee
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USE OF GOLF CARTS

Golf carts are widely used at the Addison Reserve Country Club & Association ("ARCCA"), including both private carts owned by Members and other carts owned by the ARCCA. Their use on the golf courses can affect the maintenance and aesthetics of the golf courses, and certain ARCCA requirements relating specifically to the use of golf carts as they affect care and maintenance of the golf courses are covered in a separate set of policies (Addison Reserve Policies Relating to Golf Course Care). The policies here are in addition to those in the Golf Course Care Policies and cover use of golf carts on all ARCCA property, including the golf courses.

Each person operating or riding as a passenger in a golf cart on ARCCA premises is bound by, and is deemed to accept, the following policies.

1. A standard golf cart with a single bench seat may not carry more than three persons, except that four persons are permitted if two of them are small children (under the age of 10 years) sitting between two adults. (PLEASE NOTE: The golf cart manufacturer recommends that no more than two persons should be riding on a standard golf cart.) If a golf cart is equipped with additional bench seats, each such seat may not carry more than three persons, except that four persons are permitted on each bench seat if two of them are small children (under the age of 10 years) sitting between two adults. Notwithstanding the foregoing, (i) no more than two persons are permitted at any time on an ARCCA-owned cart, and (ii) on the golf courses no more than two persons and two sets of golf clubs are permitted per golf cart (but if the golf cart has a second bench seat, one adult may accompany up to three junior golfers on the golf courses).
2. Each operator of a golf cart on ARCCA premises must be at least sixteen (16) years of age and have a valid government-issued automobile driver's license. The only exception to this requirement is that a person holding a valid government-issued learner's permit (or equivalent) may operate a golf cart (even if younger than 16) when accompanied by a person over 16 who holds a driver's license.
3. Safe driving of the golf cart on ARCCA premises is mandatory at all times. Safe driving includes observing all stop signs and other road signs (including those on the golf cart paths) and slowing the golf cart to a safe speed in areas where there is golf cart traffic or when pedestrians are present.
4. Each person using a golf cart on the ARCCA premises (whether as a driver or a passenger) accepts and assumes in connection with the operation and/or use of the golf cart: (i) all risk of personal injury or property damage, and (ii) all responsibility for damages or liability of any kind (including damage to other golf carts, other vehicles, or ARCCA property, and liability arising from injury to any third party). Such person also expressly indemnifies and agrees to hold harmless the ARCCA and its directors, employees, representatives and agents from any and all damages, whether direct, indirect or consequential, arising from or related to the person's operation and/or use of the golf cart. Without limiting the generality of the foregoing, the cost of repair to an ARCCA-owned cart that is damaged, and the cost of repair to any other ARCCA property that is damaged by a golf cart, shall be charged to the Member who is (or whose guest is) responsible for the damage.
5. A Member owning a private golf cart that is used within the Community shall be required to provide to the ARCCA, at least once per fiscal year, a certificate of insurance stating that the operation of the private cart is covered by a liability insurance policy of the Member with policy limits in such amounts, and with such other terms and conditions, as may be determined by the ARCCA from time to time.

6. All private golf carts shall conform with the ARCCA's specifications, including as to design, color, model, manufacturer, decorations or seat covers placed on the cart, and items affixed to the cart. The ARCCA may require maintenance or cleaning to be performed on any private golf cart.
7. An owner of a private cart must store it in a garage or similar approved enclosed structure appurtenant or adjacent to his/her home. No golf cart shall be placed, parked or stored on the lawn or driveway of any home. An ARCCA-owned cart may be driven to or temporarily stored at a Member's home only in exceptional circumstances with the express permission of the Golf Professional Staff.
8. A private golf cart may be used while playing on the golf courses only upon payment of the applicable trail fee for the current fiscal year. Upon payment of the trail fee and provision of the required certificate of insurance (see above), a Member with a private golf cart will be issued a decal for the current fiscal year evidencing such payment, which decal shall be placed on the front of the golf cart in clear view. Trail fee privileges are for the benefit of the golf cart owner(s); a golf cart owner playing with a guest shall be required to pay the applicable golf cart fee for the guest, even if the guest is riding in the owner's cart. The trail fee paid by a resigning Member will be refunded pro-rata from the Member's resignation date. A Member who has not paid the trail fee may not take his/her privately owned golf cart on the golf courses at any time and must instead use an ARCCA-owned cart on the golf courses after payment of the applicable per-round golf cart fee per player.
9. No more than two golf carts may be used on the golf courses for a group of three players or four players, except with express permission of the starter or the Golf Professional Staff in exceptional circumstances.
10. All Members and guests, including medical flag holders, must follow all cart path restrictions on the golf courses.

GENERAL GOLF POLICIES

1. The Rules of Golf as adopted by the U.S.G.A., together with the Rules of Etiquette as adopted by the U.S.G.A., shall be the rules of the ARCCA, except when modified by local rules or these Rules and Regulations herein.
2. All guests and Members who have not paid the annual golf trail fee must register in the Pro Shop before beginning play. Members may be required to present their Membership cards at registration.
3. "Cutting-in" is not permitted at any time. All players must check in with the starter.
4. Under no circumstances are players permitted to start play from residences or any other point in the course, except in exceptional circumstances authorized in advance by a golf professional and/or the starter.
5. Practice is not allowed on the golf courses. The practice range and practice putting green should be used for all practice.
6. If a foursome or other group of players fails to keep their place on the course and loses more than one clear hole on the players ahead, they may be moved back into position by the course monitor. No more than five minutes may be used to search for lost balls.
7. All players who delay their play after playing nine (9) holes must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf courses and must get permission from the starter to resume play.
8. All tournament play must be approved in advance by the Golf Professional Staff.
9. A round of golf should be completed in four (4) hours and eight (8) minutes or less. Course monitors may be on duty to help regulate play and enforce golf cart regulations. The course monitors have full authority on the golf courses to enforce all rules and speed of play.
10. Each player must have his or her own set of golf clubs. Players will not be permitted to play with the same set of golf clubs or from the same golf bag.
11. Proper golf attire is required for all players thirteen (13) years of age and older. Owners are expected to ensure that their family members and guests adhere to such rules. The requirements for golf attire are part of the ARCCA's dress code, which may be found on the ARCCA website.
12. Improperly dressed golfers shall be asked to change before playing. If a Member is in doubt concerning attire, he/she should check with the Pro Shop before starting play.
13. Golfers must leave the golf courses and surrounding outdoor area when the Thor Guard Lightning Protection system signal sounds. Only when the system sounds the "all clear" signal may players resume play. All golfers should observe weather conditions and immediately cease play if lightning is in the area.
14. The ARCCA may close all or a portion of the golf courses to general play during adverse weather conditions, when necessary maintenance of the golf facilities is required, when the course could be damaged by play or when golf tournaments and promotional events are held.

15. Jogging, bicycling, rollerblading/rollerskating, skateboarding and recreational walking are not permitted on the golf courses at any time. The golf courses are to be used solely for the purposes of recreational/organized golf.
16. No beverage coolers, except those permanently affixed to carts, are permitted on the course unless provided by the ARCCA.
17. "Discontinued Play" Policy: less than three (3) holes played - full eighteen (18) hole credit, less than twelve (12) holes played - nine (9) hole credit. Credit will be issued for inclement weather at the discretion of employees in the Pro Shop.
18. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
19. Twosomes and singles shall be grouped with other players, if available, at the discretion of employees in the Pro Shop or the golf starter.
20. Singles shall have no priority on the golf courses and shall be permitted to play only at the discretion of employees in the Pro Shop or the golf starter.
21. Groups of five (5) or more players shall only be permitted on the golf courses with the permission of the professional golf staff and must play at the same pace as a foursome.
22. Children under the age of 18 years are not permitted to use the golf facilities unless accompanied by an adult or certified by the Golf Professional Staff for unaccompanied play.
23. All golf play must utilize approved golf carts, except that walking may be permitted at designated times during the day.
24. Only Addison Reserve Golf Teaching Professionals are allowed to provide golf lessons to Members and their guests. Members are prohibited from bringing outside professionals for instructional purposes.
25. The hours of play and Pro Shop hours shall be posted in the Pro Shop and as feasible on the ARCCA website. The Golf Professional Staff shall determine when the golf courses are fit for play.
26. All players must have a starting time reserved through the Pro Shop or through an online system established by the Pro Shop. Starting times shall be established based on availability. The names of all golfers must be given to the Pro Shop or provided in the online system when a tee time is reserved. No Owner will be permitted to include a "TBA" or "to be announced" when reserving a tee time. Starting time changes must be approved by an employee in the Pro Shop or by the starter.
 - a. Please notify an employee in the Pro Shop of any cancellations or modifications by 3:00pm the day before your scheduled starting time or as soon as possible thereafter.
 - b. An Owner who fails to cancel a starting time and does not show (or whose Invitee does not show) for the scheduled starting time may be charged a no-show fine and may lose future favorable starting times.
 - c. All players, except singles, must have a starting time prior to registration.

27. All guests, and Owners who have not paid the annual golf trail fee, must register in the Pro Shop before beginning play.
- Failure to check-in and register at least fifteen (15) minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.
 - All players must be at the Starter's Booth at least 5 minutes prior to their tee time. If a group is not "on deck," their starting time may be reassigned at the discretion of the starter.
 - Players late for their starting time may lose their right to the starting time and shall begin play only at the discretion of the starter.
28. The practice range is open during normal operating hours as posted in the Pro Shop. The practice range may be closed for general maintenance from time to time.
- Range balls are only for use on the practice range and thus may not be used on the golf courses.
 - Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
 - Hand bag ball shaggers are not permitted on the practice range.
29. Handicaps are computed under the supervision of the Pro Shop in accordance with the current U.S.G.A. Handicap System. Any handicap may be reviewed and adjusted by the Golf Professional Staff.
- Accurate records are to be kept of scores turned in and recorded for all full rounds (and certain partial rounds) played.
 - The Golf Professional Staff shall determine if there are violations by Owners or Invitees in turning in their scores and shall take action as appropriate, including (but not limited to) forbidding an Owner or Invitee from playing in certain ARCCA events and tournaments.
30. All guests of Owners must register in the Pro Shop before going out on the course.
- A Lineage Guest (defined as a direct lineage relative of a Member, such as a parent, a child, and a grandchild, and the spouse of any such relative) may use the golf courses up to three (3) times per month in season and unlimited times during the off-season. Non-Lineage Guests may use the golf courses up to two (2) times per month in season and a maximum of twenty-four (24) times per year. House Guests residing with a Member are not subject to the foregoing limitations, but only for a period not to exceed two weeks in any ARCCA fiscal year and subject to such other limitations as the Golf Professional Staff may impose.
 - The ARCCA reserves the right to charge for guest use of the golf course and driving range, and to offer reduced rates for Lineage Guests.
 - Hours for guest play are restricted to certain specific times. Please call the Pro Shop for schedules. A maximum of three (3) guests per Member is permitted unless prior approval has been received from the Golf Professional Staff.

GENERAL TENNIS AND PICKLEBALL POLICIES

1. The Rules of Tennis as adopted by the U.S.T.A. and the Rules of Pickleball as adopted by the U.S.A.P. shall apply at all times, except when in conflict with the local rules or with any of the policies herein.
2. All Owners and Invitees must register at the Pro Shop at least ten (10) minutes before starting to play. In the event the Pro Shop is closed, play will be on a first-come, first-served basis, in increments of one and one-half (1 & 1/2) hours.
3. A Lineage Guest (defined as a direct lineage relative of an Owner, such as a parent, a child, or a grandchild, and the spouse of any such relative) may play on an unlimited basis. Non- Lineage Guests are only permitted to play four (4) times per month during the months of October to May ("season"), and 8 times per month during the months of June to September ("off- season". Each guest (Lineage or non-Lineage) must be accompanied by a Member, unless the guest has a day guest pass or a houseguest pass. Houseguests may play unlimited tennis after 10:00am.
4. A guest fee may be charged to the Owner's account for those Invitees playing tennis with or sponsored by an Owner. The current guest fee, which may be changed by the Board at any time, is \$10 per non-Lineage Guest in season, and \$5 per non-Lineage Guest in the off-season. Lineage Guests pay one-half of these fees.
5. Players without a prearranged game are encouraged to call the Pro Shop, which will assist in matches by providing names of players of similar ability.
6. Court reservations may be made by phoning or visiting the Pro Shop no more than six (6) days prior. Reservations can also be made using the Addison Reserve App. Court reservations left on the answering machine will not be honored.
7. Failure to check-in with the Pro Shop within ten (10) minutes after your court time may cause cancellation of your court time.
8. Please notify the tennis staff of any cancellation as soon as possible. Players who do not notify the tennis staff of any cancellation may be charged a court fee or a cancellation fee.
9. Group captains must give their name and the names of the players in their group and are limited to booking only two (2) courts at one time.
10. No standing reservations will be accepted.
11. At the end of their playing time, all players must promptly relinquish their court to the next players. Once a player is off the court, the player (if an Owner) may sign-up for the next available court time.
12. Singles or doubles may play on a court for one and one-half hours (1 & 1/2 hours) unless otherwise determined by the Pro Shop.
13. No skateboards, bicycles, roller skates, skateboards or scooters are permitted on the courts or throughout the Tennis and Pickleball Facility. Use of any tennis or pickleball court is restricted to tennis/pickleball play and instruction.

14. During and after playing, all trash or litter must be deposited in receptacles provided for that purpose.
15. Proper tennis attire must be worn at all times. Tennis shorts and skirts, dresses, collared shirts, and tennis sneakers are considered proper attire. Collarless Dri-Fit tennis shirts are acceptable. Cut-offs, running shorts, T-shirts, running shoes and any other articles of clothing the Pro Shop staff deems inappropriate should not be worn. Those persons improperly dressed will not be permitted to play.
16. Proper tennis and pickleball etiquette should be observed at all times. The following etiquette items are provided as examples; the following list is not intended to be comprehensive:
 - a. Excessive noise, racquet/paddle throwing and profanity are not be permitted at any time.
 - b. All persons preparing to enter or cross a court should wait until play has halted, then proceed quickly and quietly to their assigned court.
 - c. All persons requesting the return of a ball from another court should ask only when play on that court has halted. Players should not retrieve a ball from another court themselves.
 - d. All persons should refrain from loud or offensive language on the court or while spectating. A low profile is both appropriate and appreciated.
 - e. Persons not playing should stay off the court surfaces.
 - f. Children should not play games in the area of the Pro Shop or courts.
 - g. Courts should be vacated promptly after the reserved playing time is over.
 - h. Please refrain from speaking to the Pros or entering a teaching court while a lesson is in progress.
17. The Pro Shop may reserve courts for special events when needed.
18. The racquet facilities may be closed when necessary for maintenance operations or when dictated by safety considerations as determined by the Tennis Department.
19. The Pro Shop may implement temporary rules during peak play periods.
20. The use of cellular/mobile phones on the courts is prohibited. All such phones must be placed in "silent" (non-ringing) mode during play.
21. Dogs and other pets are not permitted on the racquet facility premises.
22. Members MUST leave the racquet court area when the Thor Guard Lightning Protection system signal sounds. Only when the system sounds the "all clear" signal may player resume play. All Members should observe weather conditions and immediately cease play if lightning is in the area.
23. Smoking is prohibited in all areas of the tennis and pickleball facilities.
24. Only Addison Reserve Teaching Professionals are allowed to provide lessons to Members and their guests. Members are prohibited from bringing outside professionals to the facilities for instructional purposes.

GENERAL POOL AND GAME ROOM POLICIES

1. Use of the pool and the area surrounding it at any time is at the user's own risk. There is no lifeguard on duty. Any injuries or accidents should be reported to management immediately.
2. Guests without a Guest Card must register at the Fitness Center reception desk if they are not accompanied by an Owner. The sponsoring Owner is responsible for the payment of any guest fees.
3. Children twelve (12) years and younger must be accompanied by an adult when in and around the pool.
4. Children without adequate swimming skills must be accompanied by a parent or guardian at all times.
5. To use any of the pools, children must be over three years of age and toilet-trained, or if under three years of age or not toilet-trained, must wear swim diapers.
6. Swimming is permitted only during daylight hours, except for parties and events approved in advance by the General Manager.
7. The pool is closed and may not be used when a "CLOSED" sign is posted.
8. Showers are required before entering the pool to remove all suntan oils and lotions.
9. Glass objects, breakable drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the containers located throughout the pool area.
10. No coolers are permitted at the pool facilities, except (and only to the extent) that an Owner or Invitee has special dietary restrictions that cannot be accommodated by the Grill. All food and beverages must be provided by the ARCCA, except as expressly permitted by the General Manager. Food is only allowed in designated areas of the pool facilities. No food is permitted while in or around the immediate perimeter of the pool.
11. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings must be worn outside the swimming pool area. Clothing and proper cover-ups are required when exiting the pool area.
12. In the pool area and the Game Room, be considerate of your neighbors' rights, and avoid unnecessary noise and improper conduct. Mobile phone discussions may be engaged in only (i) in unusual or exigent circumstances, (ii) in an area away from most other persons using the pool or Game Room (or in a parking lot or other area outside of the pool area and Game Room), and (iii) using headphones or with the phone at one's ear (i.e., without using the speaker on the phone). Music and videos may not be played in the pool area unless headphones are used.
13. Animals, bicycles, skate boards, roller skates, in-line skates, play balls of any type, and coolers are restricted from the pool area. The throwing of footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area.
14. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

15. Running, horseplay, and noisy or hazardous activity is not permitted in the pool or pool deck area.
16. Pushing, dunking and dangerous games are prohibited.
17. Scuba and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction approved by the General Manager.
18. Swimming parties must be arranged through the General Manager in advance of the occasion.
19. All persons using pool furniture are required to cover the furniture with a towel when in use. The use of oils and lotions could stain or damage the furniture.
20. Smoking or vaping is not permitted anywhere in the pool or Game Room area.
21. Flotation devices are permitted for children up to five years of age. Small toys, such as balls, rings, noodles, etc. may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Tire inner tubes are not permitted. Rafts will be permitted, depending on the size of the rafts and the number of persons in the pool.
22. Persons who leave the pool area for over thirty minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving of chairs for persons absent from the pool area is prohibited.
23. The Game Room is generally open during normal hours of operation of the Pool and Grill. Game Room hours are subject to change, and the Game Room may be reserved for special events from time to time.
24. In the Game Room, all food and drinks must be kept on the tables around the Game Room. Food and drinks are not permitted on or in close proximity to the pool tables and shuffleboard tables. It is not permissible to sit, stand, lean, or lie on any pool table, air hockey table or shuffleboard table.
25. Balls may not be thrown in the Game Room, except for the basketballs intended for the basketball arcade game, which are to be used with that game only.
26. No items belonging to the ARCCA may be removed from the Game Room, including (but not limited to) television remote controls, Xbox or other game controllers, and Xbox and other game cartridges or devices of any kind.
27. ARCCA staff has full authority to expel from the pool area and the Game Room anyone who fails to cooperate in following the foregoing policies or whose conduct is otherwise unbecoming of an Owner or Invitee.
28. Towels are not permitted to be removed from the pool area.

GENERAL FITNESS FACILITIES POLICIES

1. Regular operating hours for the Fitness Facilities will be posted at the Facilities and on the ARCCA website, and may be changed from time to time. Persons who are not Owners may be restricted as to the hours within which they may use the Fitness Facilities.
2. Each person using the Fitness Facilities (a “Fitness User”), including those using personal trainers employed by or contracted with the ARCCA, assumes full risk of loss and responsibility for any injury and for any harm to health while using or within the Fitness Facilities. A Fitness User may be required, as a condition of entry, to sign a waiver of liability/indemnification/hold harmless document on such form as the ARCCA may prescribe. A Fitness User with health or physical problems, impairments, or ailments should first consult his or her physician before using any of the Fitness Facilities, as should any pregnant Fitness User. No physician or nurse will be on duty at the Fitness Facilities.
3. A Fitness User may be required to sign in at the front desk and present evidence of Membership or guest status. Guest fees may be charged for the Fitness Facilities; any such fees will be billed to the account of the sponsoring Owner.
4. All weights and pieces of equipment must be returned to their proper places at the completion of use. Fitness Users must wipe areas of sweat after using equipment.
5. Food and smoking are not permitted in the Fitness Facilities. All beverages must be provided by the ARCCA, except water or a sports drink or smoothie-type beverage brought for the Fitness User’s personal use. Alcoholic beverages may not be consumed within the Fitness Facilities.
6. Appropriate workout attire is required at all times within the Fitness Facilities. Shoes are required at all times, and may not be open-toed or black-soled running shoes. Bathing suits are not permitted in the Fitness Facilities. The fitness staff may decline to admit, or may ask to leave, any Fitness User deemed to be wearing inappropriate attire.
7. It is the responsibility of each Fitness User to obtain instruction on how to use a piece of equipment prior to using it, and to use the equipment only in accordance with the instructions. Personal fitness trainers are available for an hourly fee; arrangements should be made at the Fitness Center desk. No outside trainers are permitted.
8. Clothing and personal articles may be stored in fitness and tennis day use lockers. The ARCCA is not responsible for lost, stolen, or damaged items in the lockers or anywhere else within the Fitness Facilities. Personal property is brought into the Fitness Facilities at the Fitness User’s own risk.
9. Children under twelve (12) years of age are not permitted to use the Fitness Facilities. Children between the ages of twelve (12) and thirteen (13) years may use the Fitness Facilities only if accompanied by an adult. Children fourteen (14) years of age and older may use the Fitness Facilities unaccompanied. The General Manager is permitted to make exceptions to these policies in individual cases (either allowing a younger child to use the Fitness Facilities or prohibiting an older child from such use).

10. Horseplay, profanity, disruptive conduct and indiscreet behavior at the Fitness Facilities are prohibited. Music and videos may not be played in the Fitness Facilities unless headphones are used.
11. The use of any electronic devices for active conversations is prohibited in the Fitness Facilities. Any phone brought into the Fitness Facilities must be placed in “silent” (non- audible) mode. If a call is received while in the Facilities that the Fitness User believes he/she must take, the Fitness User must move to any area outside of the fitness center building. If a Fitness User stops using a piece of fitness equipment to take a call, the Fitness User may not reserve that piece of equipment for use when the Fitness User returns after taking the call.
12. Management may establish time limits on the uninterrupted use of fitness equipment by a Fitness User in order to give all waiting persons an opportunity to use the equipment.

PETS AND SERVICE ANIMALS

As adopted June 17, 2024

Dogs or other pets (with the exception of Service Dogs, as further defined below) are not permitted on the Recreational Facilities, except under special circumstances or with permission of the General Manager. Owners are responsible for damage caused by an animal owned by the Owner or under the Owner's control, including picking up after the dog.

1. A "Service Animal" is any animal that is designated as such under applicable law and which is (i) individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, or (ii) provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Work or tasks performed by the Service Animal must be directly related to the individual's disability.
2. If the nature of a Service Animal's training is not readily apparent, the ARCCA reserves the right within the limitations of applicable law to inquire as to whether the animal is required because of a disability, and what work or task the dog has been trained to perform.
3. The ARCCA reserves the right to ask that a Service Animal be removed from the Recreational Facilities if the Service Animal is out of control, and the handler does not take effective action to control it; or if the Service Animal is not housebroken.
4. All animals permitted on ARCCA property, whether Service Animals or otherwise, must be harnessed, leashed or tethered, unless such device interferes with a Service Animal's work or an individual's disability prevents using such a device (in which case the Service Animal must be otherwise under the handler's control through the use of voice, signals or other effective means).

COMPANION PASSES FOR UNMARRIED MEMBERS

As adopted by the ARCCA Board, November 18, 2024

Each Member who is not married and who does not have an ARCCA-approved Designated User (and each Entity Member which has one ARCCA-approved Designated User only, provided such Designated User is not married) may apply to ARCCA for, and if he or she is found qualified shall receive, a Companion Pass (which, in Management's discretion, may be in a paper or plastic or virtual electronic format), subject to the following:

1. Management may make such inquiries of the requesting Member as Management deems appropriate, both at the time of application for a Companion Pass, and thereafter from time to time.
2. The Member requesting the Companion Pass shall not, at the time of such request, have a tenant residing in the home owned by the Member in the Addison Reserve community.
3. The person admitted to Recreational Facilities pursuant to the Companion Pass (the "Companion"), or the Member (or, in the case of an Entity Member, the single Designated User, who, for all purposes hereafter in this rule shall be deemed to be functionally equivalent to an unmarried Member) accompanying the Companion, shall have the Companion Pass (if in paper or plastic form) in his or her possession at all times while the Companion is at the Recreational Facilities.
4. The Companion shall have no charging privileges relating to use of Recreational Facilities or purchase of merchandise.
5. A Companion may use only those Recreational Facilities to which the Member holding the relevant Companion Pass is entitled. Thus, for example, a Companion of a Partial Golf Member is permitted to use the golf facilities only at such times as the Partial Golf Member would be entitled to do so.
6. The Companion must be accompanied while at the Recreational Facilities by the Member holding the relevant Companion Pass, and the Member shall be responsible for identifying his or her Companion as such, and for providing the Companion's name, to the relevant ARCCA staff, except that such accompaniment is not required when: (i) the Companion is playing a sport that is not played by the Member, provided that the Member arranges for another Member to play the sport with the Companion; or (ii) the Companion is using the Fitness Center or swimming pool, provided that the Companion first identifies himself or herself as such (and shows the Companion Pass on request) to the Fitness Center staff on duty; or (iii) the Companion is using the Men's or Women's Card Room, provided that the Companion signs in as such in the Card Room guest book.
7. Companions are not allowed to participate in fitness classes or sports clinics, such as tennis, pickleball, golf clinics or other structured clinics that are deemed to be provided only for Member participation.
8. No more than one person may be a Companion pursuant to a particular Companion Pass on any day.
9. The Member shall pay on behalf of the Companion such fees or charges as would be ordinarily applicable to a Member's spouse of the same category of Membership engaged in the same activity. Thus, for example, no greens fee will be charged in connection with a Companion's use of the golf courses if the Member's spouse (if he/she had one) would not have had to pay a greens fee at the time of the use, but the Member will be required to pay the cart fee for the Companion unless the

Member has his or her own golf cart with a paid-up trail fee. No guest fee will be charged in connection with the Companion's use of the tennis, fitness, or card room facilities.

10. A Member holding a Companion Pass shall return the Companion Pass to the ARCCA if: (i) the Member marries (regardless of whether the Member's new spouse wishes to use Recreational Facilities); (ii) the Member secures ARCCA approval for a Designated User (or, in the case of an Entity Member with one Designated User, secures approval for a second Designated User); (iii) the Member secures ARCCA approval for tenants to use his, her, or its Membership privileges; and (iv) the Member sells his, her, or its home in the Community.
11. The Grievance Committee or the Board may, at any time and for any reason, revoke a Companion Pass, subject in the case of the Grievance Committee to the Grievance Committee following its procedures for grievances to be heard and appealed.
12. Companion Passes are non-transferable, and non-exchangeable. Each individual must present the Companion Pass in person, along with a photo ID. All Companions MUST adhere to the Dress Code for the applicable facility. In the case of loss or theft, the Companion Pass will be deactivated, and a new pass will be issued.

MEMBER ACCOUNT PAYMENT POLICIES

As adopted by the ARCCA Board, June 17, 2024

Assessments & Related Fees

Recreational Facilities assessments and related fees will be billed on August 31 of each year, and must be paid in full by September 30 of the same year, unless a payment plan is approved by the Board of Directors at the time of budget approval. Common Assessments will be billed on a quarterly basis and are due on the stated due date to avoid penalty, as are all other fees and charges.

Statements

A statement of assessments, charges and fees incurred by each Member will be sent by either email or U.S. Mail to the Member's address on file with the Addison Reserve Country Club & Association ("ARCCA") at the beginning of each month. It is the Member's responsibility to notify the Membership Department of any changes in e-mail or U.S. mailing address for billing purposes.

Account statements can be viewed on the ARCCA secure website by logging on with the Member's user name and password at www.addisonreserve.cc. If a Member is traveling or will not have access to mail to receive the statement, it is the Member's responsibility to access the statement online or to contact the Accounting office for a copy.

Disputes

Members should notify the ARCCA Accounting Department of any disputed charges immediately upon receiving their bill. Accounting will research the validity of the charge and notify the Member of the results. A disputed charge is not justification to pay the monthly bill past the due date. The contact information for billing disputes is listed on the monthly billing statements.

Payment Method

Charges, fees and assessments may be paid by using the secure website (www.addisonreserve.cc), by logging on with the Member's user name and password to make a payment from the Member's bank account. Payment should be made at least three (3) days prior to the due date to allow for processing. Members may also through the website set up an automatic payment of the balance due each month.

Charges, fees and assessments may also be paid by check sent by U.S. Mail or in person to the Administrative Office in the Clubhouse. Payments made by mail should be sent ten (10) days prior to the due date to allow sufficient time for receipt. Payments made in person should be deposited in the payment box in the Administrative office. The payment mailing address is:
Addison Reserve Country Club & Association Attn: Accounting Dept.
7201 Addison Reserve Blvd Delray Beach, FL 33446

Charges, fees and assessments may not be paid using a credit or debit card.

Penalties for Late Payment

An account over thirty (30) days past due will incur a finance charge of one and one-half percent (1.5%) per month on the past due amount(s), calculated from the due date to the date of payment.

An account over sixty (60) days past due will be the subject of a notification to the account holder(s) (sent by e-mail or by U.S. mail) that the account is over 60 days past due. The notification will state the ARCCA policy regarding further delinquency.

An account over ninety (90) days past due will cause suspension of the Owner(s) (and its or their Designated Users) and their Invitees from use of all recreational facilities and services and suspension of gate transponder and automatic entry privileges. All charges, assessments and fees will remain payable during the suspension.

ACCOUNTS OVER 90 DAYS PAST DUE ARE SUBJECT TO THE ASSOCIATION RECORDING A CLAIM OF LIEN AGAINST THE OWNER'S HOME.

Repeat Suspension Policy

1. Any Member who has been suspended twice in a twenty-four (24)-month period for delinquency is subject to a \$7,000 credit limit. Once the credit limit is reached, the Member must pay his/her account in full or charging privileges will be suspended.

After the Member has achieved twelve (12) consecutive months of positive credit (defined as paying the balance due in full by the established due date), the credit limit will be removed.

2. If a Member is suspended three (3) or more times in a twenty-four (24)-month period, he/she will be required to pay a deposit which will be held by the ARCCA, equivalent to an amount equal to three (3) times the Member's average monthly Recreational Facilities charges, measured over the preceding twelve (12) months. The deposit must be received by the ARCCA before the Member's charging privileges will be re-activated.

This deposit will not be applied to the Member's current ARCCA charges but will be held separately as a deposit on the Member's account. If the Member has paid the account in full by the established due date for each of the prior consecutive twelve (12) months, the deposit will be returned via a Member account statement credit. Such deposit is independent of any credit limits established by the ARCCA.

Hardship Policy

Members experiencing a financial hardship who are requesting special consideration must submit their circumstances in writing to the Chief Financial Officer, who will forward them to the General Manager, President, and Treasurer.

They will review and, if hardship is determined, set up a payment plan.

Member privileges will still be suspended if a payment plan is approved and followed; however, legal action may be abated.

If the payment plan is not followed, the ARCCA will proceed with legal action.

CAMPAIGNING GUIDELINES

The following are the guidelines referenced in the By-Laws. These guidelines are not intended to be exhaustive; activities, behavior, or statements, not specifically encompassed within these guidelines may be determined to constitute violations of the By-Laws provision on campaigning. Please address any questions about specific campaigning plans to the Chair of the Leadership Development Committee.

Candidates for the ARCCA Board, current Board members, spouses/ significant others of candidates, any other Members of ARCCA and any other persons or entities are prohibited from engaging-in the following activities:

1. Posting, circulating, displaying, or distributing physical campaign/endorsement material or election paraphernalia including, but not limited to, posters, pins, buttons, stickers, handbills, lawn signs, and articles of clothing (e.g. t-shirts);
2. Mailing, e-mailing, or any other method of distribution of campaign/ endorsement literature to Members. Distribution of campaign literature shall include without limitation, mass mailings, mass emails, leafleting, canvassing, or other mass communication, including but not limited to social media and all electronic communication, whether or not such distribution is undertaken on or off Common Areas, including the Recreational Facilities, but an e-mail to one's friends and acquaintances endorsing a candidate for the Board is permitted, provided it otherwise meets these guidelines;
3. Placing in residential mailboxes, or in the area on or about the front doors of residences, any physical use of any part or area of the mailboxes for hanging or placing campaign/endorsement literature on behalf of any by candidate, their advocates, or supporters;
4. Using ARCCA's online membership directory and/or email list for campaigning/endorsement purposes;
5. Setting up phone banks or using other telephonic or electronic methods of communications to contact Members about any candidate;
6. Participation in meetings, video conferencing, meet and greets, dinner parties and the like, receptions, or any other event to promote a candidate's election other than events sponsored by the Leadership Development Committee;
7. Communicating anonymously in support of or against a candidate;
8. Communicating in any manner any negative information about a candidate or critical letters or e-mails, or posting to websites, blogs, signed or unsigned, by candidates, or their supporters. However, the expression of opinions about the Club and its operations is permitted as is the communication of truthful facts about any candidate, provided it otherwise meets these guidelines;
9. Using disparaging labels or names to characterize any candidates; and
10. Offering or providing money or any item of value in exchange for support of, or a vote for (or against), a candidate.

The foregoing guidelines shall not be deemed to restrict any Member or any candidate from communicating personal preferences or opinions in person to other Members on an informal, individual basis or in small group settings. Examples of such informal settings include, but are not limited to, lunch after golf/tennis/pickleball, or while playing cards in a card room. Communicating negative, truthful information about a candidate's policy positions during the conversations described in this paragraph is allowed.

POLICY FOR INSPECTION AND COPYING OF DOCUMENTS

I. Definitions for this Policy

- A. *Copy* shall mean a copy of a record reproducible in its entirety on one side of a single 8 1/2 x 11 sheet. ARCCA shall not be required to reproduce and make copies available of documents with a sheet size greater than 8 1/2 x 11.
- B. *Member* is as defined in the general provisions of the Florida Statutes Chapter 720, (Homeowners' Associations) et seq., as amended from time to time (the "Statute"). For the purpose of record inspection and copying only, the term "member" also includes a member's authorized representative as designated in a writing signed by the member and provided to the secretary in advance of the exercise of any authority thereunder. However, any designation by a member, an authorized representative for record inspection purposes shall only be valid for a period of 90 days, or until the member personally submits any record inspection request, whichever shall first occur.
- C. *Official Records* are those records designated by the Statute, as amended from time to time. However, "official records" does not include the contents of sealed ballot envelopes that have been submitted to ARCCA prior to the meeting at which the ballots will be opened and counted, nor the contents of sealed proxy envelopes that have been submitted to ARCCA prior to the meeting at which the proxies will be opened, verified as legitimate, and submitted for counting.
- D. *Record* shall mean a document or group of documents relating to a particular matter. By way of example, the following constitute one (1) record each: monthly phone bill as sent by the utility, monthly bank statement with enclosures as sent by the bank, the general ledger of a particular fund for one month, a paid invoice from one vendor as sent by that vendor, and the minutes of a meeting held at one particular time and date. ARCCA's Chief Executive Officer or his/her designee shall in his or her sole discretion, determine what constitutes a single record. Under no circumstances does a record include any document not already in existence, nor records whose retention period has expired as provided for by law whether or not said records are still in existence.
- E. *Time Periods*. When computing time periods herein, the day of the event from which the designated period of time begins to run shall not be included, nor shall any intervening Saturday, Sunday, legal or public holiday. The last day of the period so computed will be included unless it is a Saturday, Sunday, legal or public holiday, in which event the period shall run until the end of the next day that is neither a Saturday, Sunday, legal or public holiday. Legal and public holidays as used herein shall be deemed to be those holidays specified in Chapter 683, Florida Statutes as amended from time to time.
- F. *Working Day* shall be deemed to a mean Monday, Tuesday, Wednesday, Thursday, or Friday that is not a legal holiday as defined above, between the hours of 9:00 a.m. and 4:00 p.m., local time.

II. Inspection and Copying

- A. A member desiring to inspect the records of ARCCA shall submit, on a Working Day, a written request to the Board of Directors. The request shall describe each record desired in sufficient specificity to identify it and must specify pertinent dates or time periods. The request must be legible, and must describe records by type such as listed in section 720.303(4), Florida Statutes, and not by transaction such as "all records relating to grounds care".

- B. Each written request to inspect the records shall contain no more than five (5) records; provided that such limitation shall not include records that are required by law to be available without request by the member. Requests exceeding this limit will be denied in their entirety.
- C. No more than one (1) written request to inspect the records shall be permitted from a single member and/or his or her authorized representative, or a single authorized representative irrespective of the number of members said individual represents, within a thirty (30) day period. Requests exceeding these limits will be denied in their entirety.
- D. Upon receipt of the written request, and within the time periods permitted by law, ARCCA shall respond to the member in writing designating the date, time, and place that the inspection shall occur, and that the inspection shall be limited to the records as detailed in the written request. In the event the Board asserts an exemption to disclosure, the member or authorized representative requesting the record shall be advised in writing of the specific grounds for exemption.
- E. The record inspection shall occur at the time, date, and place designated by ARCCA in its response to the member or authorized representative, and will be under the supervision of a person or persons designated by ARCCA to monitor and assist in the record inspection. ARCCA may institute any supervision or reasonable security measures with regard to the record inspection. The member's inspection period shall not exceed eight (8) hours.
- F. During the record inspection, no mark whatsoever shall be made on any record, nor shall any pages affixed together by staple, paperclip or other means be disassembled, nor shall the records being inspected be altered from the sequence in which they were presented for the inspection. Further, no record shall be removed from the location of the inspection for any reason whatsoever.
- G. The right to obtain copies of records is incidental to, and a part of, the inspection of records. During the inspection of records, a member or authorized representative may request ARCCA to copy any document by placing a paper clip, post it memo sheet, or other similar marking device on the document or documents of which copies are desired, and by advising the supervising person of the number and location of said marking devices.
- H. If during the inspection of the records, the member has determined the need or desire for a copy of said record, ARCCA shall make or obtain those copies and provide same to the member on request at the time of inspection if a copier is available and the number of pages in the copy does not exceed twenty-five (25). If the copy request exceeds twenty-five(25) pages, then ARCCA shall provide such copies within a reasonable period of time following the inspection request.
- I. ARCCA is not required to make and/or mail or deliver record copies to the member or an authorized representative upon demand; but rather the member or authorized representative can obtain record copies or request same, as detailed herein, during the inspection. ARCCA, at its discretion, may provide the records electronically or post them to the ARCCA website in lieu of scheduling and inspection.
- J. A member shall pay to ARCCA, in advance, the sum of twenty-five cents (\$.25) per page for black and white copies of records greater than twenty-five (25) pages, said payment to be paid by credit card or to the member's account, whichever ARCCA specifies. ARCCA shall, at its option, prepare record copies on single sided sheets. ARCCA shall not be required to copy two separate documents on a single page for the purposes of minimizing the per page copy cost.
- K. ARCCA may charge twenty dollars (\$20.00) per hour for personnel time in excess of thirty (30) minutes required to retrieve and copy records provided that the resulting response to the request is more than twenty-five (25) pages.
- L. Lists of members containing their addresses and/or phone numbers shall not be released by the member or the authorized representative, to anyone not a member of ARCCA.

III. Manner of Inspection

- A. No written request for inspection or copying shall be made in order to harass any member, resident, agent, officer, director or employee of ARCCA.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the ARCCA office or place where the records are otherwise inspected or copied.
- C. ARCCA, in its discretion, may elect to allow records to be viewed in an electronic format on a computer screen and printed upon request.
- D. ARCCA has no obligation to respond to written or verbal inquiries with respect to the content of the records provided.
- E. In ARCCA's discretion, records may be provided electronically or posted on the ARCCA website in lieu of scheduling an inspection.

IV. Enforcement of Inspection and Copying Rules

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
- B. Any written requests for inspection or copying not complying with these rules will be denied. ARCCA shall indicate in writing the nature of the noncompliance and transmit same to the requesting party within ten (10) Working Days subsequent to receipt of the written request.
- C. Verbal requests for inspection or copying will neither be honored nor acknowledged.
- D. A request for record inspection and/or copies will be denied if the parcel owner has, within five (5) years preceding his demand, given, sold or offered for sale any list of parcel owners, or has aided or abetted any person in procuring any list of parcel owners for any such purpose.
- E. A request for record inspection and/or copies will be denied if the parcel owner has, within two (2) years preceding his demand, improperly used any information secured through any prior examination of the records of ARCCA. Improper use shall include the providing to anyone not an ARCCA member, a list of parcel owners that is subsequently used for non-ARCCA or commercial purposes, or the selling or distribution of any information or records inspected.
- F. ARCCA reserves the right to amend these rules from time to time as deemed necessary.
- G. In the event of any conflict between this policy and the Statute, the Statute shall prevail.

LADIES' CARD ROOM POLICIES

The following rules are not all inclusive and additional rules may be adopted by ARCCA.

As adopted June 17, 2024

- **CELL PHONES:** The use of any electronic devices for active conversations is prohibited. All phone conversations must be taken outside of the card room. Texting and e-mail is permitted.
- **FOOD SERVICE:** Food Service is not offered inside the Ladies' Card Room, except for soup.
- **OUTSIDE FOOD:** No outside food and beverage is permitted in the Ladies' Card Room without ARCCA authorization.
- **AUTOMATIC CARD SHUFFLERS:** Automatic Card Shufflers are not permitted in the card room.
- **MEETINGS:** The card room may be used for meetings before 11:00 a.m. or after 5:00 p.m. with prior ARCCA authorization. The GM/AGM has the right to make exceptions.
- **RESERVING TABLES:** ***It is not acceptable to reserve tables in the card room.*** Members are not to place belongings on tables to reserve for themselves or others. If a table has belongings on it and another Member needs a table, belongings will be moved.
- **SEASON GUEST POLICY:** November 1st to April 30th
Guests are not permitted on Mondays and Wednesdays.
On Tuesdays, Thursdays, Fridays, Saturdays and Sundays, a Member may bring a maximum of one table (up to four (4) guests) per month. Each Member may bring no more than four (4) guests per month. No individual guest may come more than sixteen (16) visits per season.
- **GUEST FEE:** A guest fee of \$10.00 per guest will be charged unless the guest has a purchased lunch.
- **SUMMER GUEST POLICY:** May 1st to October 31st
Members may bring guests (limit one table per Member) any day. There is no limit on the number of times each month that the same guest may be admitted during this period.
- **MEN ARE NOT ALLOWED IN THE LADIES CARD ROOM**
Men are not allowed in the Ladies' Card Room, except for evening card play.

All infractions will be documented and may result in a Grievance.

MEN'S CARD ROOM POLICIES

The following rules are not all inclusive and additional rules may be adopted by ARCCA.

As adopted June 17, 2024

- **CELL PHONES:** The use of any electronic devices for active conversations is prohibited. All phone conversations must be taken outside of the card room. Texting and e-mail are permitted.
- **FOOD SERVICE:** Food Service is not offered inside the Men's Card Room, except for soup.
- **OUTSIDE FOOD:** No outside food or beverage is permitted in the Men's Card Room without prior ARCCA authorization.
- **AUTOMATIC CARD SHUFFLERS:** Not permitted in the Card Room.
- **MEETINGS:** The Men's Card Room may be used for meetings before 11:00 a.m. or after 5:00 p.m. with prior ARCCA authorization. The GM/AGM has the right to make exceptions if necessary.
- **RESERVING TABLES:** **It is not acceptable to reserve tables in the card room.** Members are not to place belongings on tables to reserve for themselves or others. If a table has belongings on it and another Member needs a table, your belongings will be moved.
- **LADIES ARE NOT ALLOWED IN THE MEN'S CARD ROOM:** Ladies are never allowed in the Men's Card Room.
- **GUEST FEE:** During the Season (November 1 through April 30), a guest fee of \$25.00 plus tax per guest will be charged – this includes a typical lunch (excludes alcoholic beverages). No guest fee will be charged during the off season (May 1 through October 31).
- **FORMER MEMBER:** During the Season (defined above), a former Member may not visit the card room on a Monday or a Wednesday; during the Season, on days other than a Monday or a Wednesday, the former Member may visit the card room not more than once per week. During the off season (May 1 through October 31), a former Member may visit the card room not more than twice per week (on any day of the week). A former Member is required to pay the guest fee when using the Men's Card Room.

All infractions will be documented and may result in a Grievance.

SCHEDULE OF TRAFFIC, VEHICULAR AND OTHER FINES AND SANCTIONS

As adopted by the ARCCA Board, June 17, 2024

Defined terms used in this Schedule:

“Owner” means a person who owns a home within the Addison Reserve Community or who is an Entity Member Designated User. For purposes of fines and sanctions indicated below, tenants and residents of the home will be treated the same as Owners.

“Guest” means a person invited into the Community by an Owner, who is not a Vendor or tenant of the Owner and does not have a Vendor ID Card.

“Vendor” means anyone working for an Owner, as a service provider including, but not limited to , maid, home health care provider, employee or any other person working for or on behalf of an Owner who has a Vendor ID Card.

Automobile

Moving Violations ^{1,2,3}

		OWNER	GUEST	VENDOR
Failure to come to a complete stop at a stop sign; failure to adhere to a do not enter sign	1st Offense	Warning	Warning	Warning
	2nd Offense	\$100	\$100	\$100
	3rd Offense	\$250 + 60 day transponder suspension	\$250	\$250
	4th Offense +	Grievance	Grievance	\$250 + 30 day vendor suspension
Speeding 40mph or less	1st Offense	Warning	Warning	Warning
	2nd Offense	\$100	\$100	\$100
	3rd Offense	\$250 + 45 day transponder suspension	\$250	\$250
	4th Offense	\$500 + 90 day transponder suspension	\$500	\$500
	5th Offense +	Grievance	Grievance	Grievance
Speeding 41-49mph	1st Offense	\$250 + 60 day transponder suspension	\$350	\$350
	2nd Offense	\$500 + 90 day transponder suspension	\$700	\$700
	3rd Offense +	Grievance	Grievance	Grievance
Egregious Speeding 50mph and above	1st Offense	\$250 + 90 day transponder suspension	\$500	\$500 + 30 day vendor suspension
	2nd Offense	\$500 + 120 day transponder suspension	\$750	\$750 + 30 day vendor suspension
	3rd Offense +	Grievance	Grievance	Grievance

PARKING VIOLATIONS

		OWNER	GUEST	VENDOR
Parking in handicapped zone without a valid permit or parking in the cross-hatched handicap stripes	Each Offense	\$50	\$50	\$50
Parking within 15 feet of fire hydrant	Each Offense	\$50	\$50	\$50
Parking in a no-parking zone, including (but not limited to) valet, clubhouse intersections, wrong side of village street, blocking a roadway or driveway, overnight parking on street or parking lot	Each Offense	\$25	\$25	\$25

GOLF CART MOVING VIOLATIONS¹,**OWNER****GUEST**

Driving recklessly in a golf cart, including (but not limited to), failure to come to a complete stop at stop signs on a roadway, and any endangerment of pedestrians	1 st Offense	Warning	Warning
	2 nd Offense	\$100	\$100
	3 rd Offense	\$250+ 60 day transponder suspension	\$250
	4 th Offense +	Grievance	
Passenger Non-Compliance	1 st Offense	Immediate Correction + \$100	
	2 nd Offense	Immediate Correction + \$250	
	3 rd Offense +	Immediate Correction + \$500 + Grievance	

PET VIOLATIONS**OWNER**

Unleashed pet	1 st offense	\$50
	2 nd offense	\$100
	3 rd offense +	Grievance
Failure to pick up pet waste	Each Offense	\$50
Pet in Recreational Facilities (no exception applies)	Each Offense	\$50

OTHER VIOLATIONS**OWNER****GUEST****VENDOR**

OTHER VIOLATIONS		OWNER	OWNER	OWNER
Littering		\$25 per	\$25 per	\$25 per
Violation of storm shutter regulations		\$100 per day		
Other miscellaneous violations of Florida law or ARCCA governing documents, rules, or policies		Grievance Committee discretion, including Recreational Facilities suspension.		
Three or more citations within a 1-year period (other than as specified above)		Owner appearance before the Grievance Committee, which may at its discretion impose sanctions, including Recreational Facilities suspension		
Failure to Adhere to Security Direction		Original + \$250, plus an appearance by the Owner before the Grievance Committee, which may at its discretion impose additional sanctions, including Recreational Facilities suspension. This is in addition to any regular fine/sanction to be imposed. Severity may increase with multiple offenses.		

¹ Automobile moving violations and golf cart violations are cumulative among all Owners in a single household. Any sanctions imposed (such as denial of transponder entry privileges) will apply to all Owners and Guests. Violations will accumulate during any continuous one (1) year period immediately prior to the most recent citation date. Guests will not be cumulative against an Owner for purposes of a transponder suspension; however, Owners will be responsible for fines. For purposes of citations, Guests will be calculated individually, but will be applied to the Owner they are visiting.

² Vendors shall be part of the Addison Reserve Vendor Access Program. In the event a Vendor is in violation and not part of the Vendor Access Program, the Owner shall receive a fine and the contractor may be removed from the guest list and made to become part of the Vendor Access Program.

³ A vendor suspension prohibits the offending driver from driving any vehicle in Addison Reserve for the length of the suspension.

SCHEDULE OF ARCHITECTURAL REVIEW COMMITTEE ("ARC") VIOLATIONS AND INFRACTIONS

As adopted by the ARCCA Board, November 18, 2024

Defined terms used in this Schedule:

"Owner" means a person who owns a home within the Addison Reserve Community or who is an Entity Member Designated User. For purposes of fines and sanctions indicated below, tenants and residents of the home will be treated the same as Owners.

"Guest" means a person invited into the Community by an Owner, who is not a Vendor or tenant of the Owner and does not have a Vendor ID Card.

"Vendor" means anyone working for an Owner or on behalf of an Owner who has a Vendor ID Card.

"Per Item" is a specific modification that requires an application fee, indemnification, refundable deposit, and/or review fee. Each modification is distinct, with the commencement of work for each modification considered a separate and unique process.

"Infringement" is defined as causing damage to property and or causing other nuisances above and beyond what the ARC would consider normal or typical for a construction/improvement project.

"Minor" is defined as violations that are administrative and cosmetic in nature involving no structural or footprint changes to existing property. These actions adhere to the approved ARC guidelines, but did not follow correct procedures. Categories 4, 5, and/or 6 in the ARC Application are classified as Minor.

"Major" is defined as construction or structural changes that impact the appearance, footprint, and/or landscape of the community, particularly rear yards that are visible from the golf course. Categories 1, 2, and/or 3 in the ARC Application are classified as Major.

OWNER ¹				VENDOR/GUEST
Work commenced prior to submitting an application to ARC ³ or work commenced after submitting application, but prior to Village and/or ARC approval ³	Minor	Per Item; 1st Offense	Cease and desist to be issued + \$500 + Application to be filed within ten (10) days of notice	Warning + Cease and desist to be issued
		2 nd + Offense	Cease and desist to be issued + +\$500 + Application to be filed within ten (10) days of notice + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee
	Major	1 st + Offense	Cease and desist to be issued + \$500 + Application to be filed within ten (10) days of notice + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee
Work commenced that violates community wide standards	Minor	1st + Offense	Cease and desist to be issued + Restore to its original state	Cease and desist to be issued
	Major	1st Offense	Cease and desist to be issued + Restore to its original state + Thirty (30) day Club suspension	Cease and desist to be issued
		2 nd + Offense	Cease and desist to be issued + Restore to its original state + Discretion of Grievance Committee	Potential Ban from ARCCA Property up to one (1) year + Discretion of Grievance Committee
Application submitted after allotted ten (10) days after notice of violation	Minor and Major	Per Item: 1 st + Offense	\$100 per day	

Work continued after Cease and desist issued	Minor	1 st + Offense	\$1000	
	Major	1 st + Offense	Discretion of Grievance Committee	Discretion of Grievance Committee
Work deviated from approved application / plans ^{2,3}	Minor	Per Item: 1 st Offense	Cease and desist to be issued + Application to be re-submitted within ten (10) days of notice	Warning
		2 nd + Offense	Cease and desist to be issued + Application to be re-submitted within ten (10) days of notice + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee
	Major	1 st + Offense	Cease and desist to be issued + Application to be re-submitted within ten (10) days of notice + Potential Deposit Forfeited + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee

¹ Any Club suspension or gate transponder suspension will apply to all Owners in the Household.

² Resubmitting an application for work that deviates from the approved application does not guarantee approval. If the new application is not approved by both the Village and the ARC, the Owner will be required to restore the property to the conditions specified in the original approved application.

³ A cease and desist order will remain in effect until the ARC application has been reviewed and approved in writing by both the Village and the ARC.

	1 st Offense	2 nd Offense (after 7 calendar days from first notice)	3 rd + Offense (after 7 calendar days from last notice)
Dumpster Infraction	Warning	\$100 per day	\$250 per day
Port-o-let Infraction	Warning	\$25 per day	\$100 per day
Construction Fencing not installed within guidelines/approval letter	\$500 or 10% of deposit, whichever is greater	Discretion of Grievance Committee	Discretion of Grievance Committee
Failure to submit monthly project status update (if called for in approval letter)	\$1000 or 10% of deposit, whichever is greater	\$2500 or 25% of deposit, whichever is greater	Discretion of Grievance Committee
Construction time frames not met and additional time was not applied for	Warning	\$100 per day	\$250 per day
Failure to maintain construction cleanliness and proper site maintenance	Warning	\$100 per day	\$250 per day
Infringement on Neighbors Property in the opinion of POA	\$250 + responsible for any and all property damage	Discretion of Grievance Committee	Discretion of Grievance Committee

Penalties for violation of applicable ARC rules and regulations by a homeowner and assessed pursuant to the Schedule of ARC Violations and Infractions will be reviewed by the Citation Panel of the Grievance Committee according to the procedures set forth in the Rules for Grievance Procedure (Revised).

All other penalties proposed to be assessed by the ARC will be treated as a grievance and addressed through the general grievance procedure set forth in the Rules for Grievance Procedure (Revised).