

**PRESERVE AT CORKSCREW MASTER ASSOCIATION, INC.**

**COMMUNITY RULES AND REGULATIONS**

**Accepted and Approved by the Board of Directors**

**May 23, 2019**

## **COMMUNITY RULES AND REGULATIONS**

These rules and regulations are established and adopted by the Board of Directors (BOD) of The Preserve at Corkscrew Master Association Inc. (HOA) to protect the community and its value and to help promote the health, safety, welfare and enjoyment of all persons using the HOA facilities. These rules and regulations shall apply to all persons using the HOA facilities regardless of whether such person is a Homeowner/Resident/Lessee/Guest and will be administered by the BOD and may be amended from time to time.

Although rules and regulations place some restrictions on members and guest activities, they are intended to respect the rights of the membership as a whole. It is the duty of all persons using the facilities to know these Rules and Regulations, and to cooperate in the enforcement thereof.

Homeowners/Residents/Lessees/Guests are to be respectful of Management Company and Vendor employees and are not permitted to reprimand them, or in any way interfere with the management of the facilities. Parents and guardians shall be responsible for the conduct of their children at all times.

### **DEFINITIONS / DESCRIPTIONS:**

1. HOMEOWNER: Owner of the property within the Community.
2. RESIDENT: any Community Homeowner, Resident or Lessee.
3. MANAGEMENT COMPANY: acts on behalf of the BOD and includes any authorized representative of the Management Company.
4. CAM: Association Manager from the Community's Management Company.
5. ADMIN: Management Company Office Staff.
6. AMENITY CENTER: the complete area surrounding and including the Clubhouse, Pool, Spa, Tennis and Pickleball Courts, Playground, Parking Lot and Sidewalks.
7. CLUBHOUSE: the physical building housing the Fitness Center, Yoga Room, Gathering Room and Property Management Office.
8. GATHERING ROOM: the social area within the Clubhouse used for Resident events.
9. POOL AREA: includes the Swimming Pool and Spa, Lounge and Deck areas, external restrooms and covered eaves outside the Gathering Room.
10. COMMON AREAS: patches of land between homes and buildings earmarked for Resident usage.
11. COMMERCIAL VEHICLES: any vehicles displaying visual business markings.
12. HEARING COMMITTEE: forum that takes place around BOD meetings to weigh any Resident reported violations and infractions and allows for the defense of said violation by the resident.

**VISITOR, CONTRACTOR AND VENDOR ENTRY**

All visitors, contractors and vendors will be required to present a valid driver’s license prior to gaining access to the community. The Resident must ensure the Gatehouse is aware of the visit before entry is allowed. Passes will be approved for no more than three (3) days at a time. USPS, UPS and FedEx delivery vehicles do not require a visitor pass and are to enter through the resident gate.

**AMENITY CENTER HOURS OF OPERATION**

The following are the hours of operation for the various segments of the Amenity Center:

Fitness Room:	Monday – Sunday	5:00 am – 11:00 pm
Clubhouse:	Monday – Sunday	5:00 am – 11:00 pm
Pool/Spa:	Monday – Sunday	Daylight – Dusk
Tennis/ Pickle Ball Courts	Monday – Sunday	Daylight – 10:00 pm
Playground	Monday – Sunday	Daylight – Dusk

The hours of operation may be adjusted seasonally as usage dictates.

## **AMENITY CENTER EVENTS**

The Clubhouse and Gathering Room must remain as accessible as possible to residents and their guests during the Hours of Operation. All residents and their guests using the facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all the policies and rules and regulations of the HOA governing the facilities.

### **SPECIAL EVENTS:**

1. Special events will be scheduled throughout the year involving use of the facilities as determined by the Social Committee and approved by the BOD. During these times, the facilities to be used, as well as dates for proposed events, will be communicated to all residents and posted within the Amenity Center. Access to certain facilities may be limited during these times.
2. Any fees for activities will be announced in Social Committee Updates or posted in the appropriate area. Contact the Management Company for any applicable fees.

The Gathering Room may be reserved for:

**(A) HOA SPONSORED EVENTS** – offered and communicated through the HOA. Events are open to ALL community residents on a first come, first serve basis subject to space limitations or as otherwise restricted. Residents accept responsibility for their own actions when attending any event. NO Gathering Room Rental Agreement, NO Room Usage Fee or Damage Deposit is required.

**(B) RESIDENTS GROUP PRIVATE EVENTS** – organized by residents for specific groups within the community that are for residents only and they are recognized by the BOD. These groups meet on a regular basis throughout the year, but may want to reserve the Gathering Room for a special Private Event. Reservations are limited to one time per year per group. Residents accept responsibility for their own actions when attending these events. A Gathering Room Rental Agreement must be completed. NO Room Usage Fee or Damage Deposit is required.

**(C) RESIDENT PRIVATE EVENTS** – events where the Gathering Room is reserved by a resident in good standing with the community HOA for private use such as birthday and graduation parties, baby and bridal showers, etc. Non-resident attendees are permitted. The booking resident must be in attendance during the entire event and accepts responsibility for the actions of all attendees. A Gathering Room Rental Agreement must be completed. There is a Room Usage Fee and Damage Deposit due in advance of event.

## **RESIDENTS GROUP PRIVATE EVENTS and RESIDENT PRIVATE EVENTS:**

### **BOOKING AN EVENT:**

- 1 A "Private Event" may only be booked through the Management Company
- 2 Residents are eligible to reserve the Gathering Room provided that all Association dues are current and no violations are issued or outstanding.
- 3 Reservations should be made a minimum of five (5) business days prior to the event unless otherwise approved by the Management Company.
- 4 The Management Office will provide the Gathering Room Rental Agreement and explain the Room Usage Fee (if applicable) and Damage Deposit (if applicable) as well as ALL rules/regulations.

At the time the Gathering Room Rental Agreement is signed and the fees (if applicable) are paid, a copy of the Agreement, list of rules/regulations and a post-event checklist will be given to the booking resident. The resident will be strongly encouraged to take a photo of the room configuration so that the room can be left in its original state.

- 5 The Management Office will confirm with the resident all details, responsibilities and rules and regulations no later than 72 hours before the event.
- 6 All service providers must be licensed, bonded and insured.
- 7 Resident contracting for the "Resident Private Event" **(C)** assumes responsibility for ALL guests and service providers and accepts responsibility for any and all damage that may occur during the event including furniture stains, floor and wall marks, furniture damage.
- 8 **For a Lessee to book a Resident Private Event, the Owner of the home being rented must agree to accept responsibility for any damages, cleaning fees, and all damage costs exceeding the \$500 Damage Deposit.**
- 9 All residents attending a "Residents Group Private Event" **(B)** assume responsibility for service providers and accepts responsibility for their own conduct/actions regarding any and all damage to HOA property during the event as well as clean-up.

### **FEES:**

There is both a Room Usage Fee (\$200 minimum) and a Damage Deposit (\$500) required in advance of use.

The Room Usage Fee is \$200 for a period up to 4 hours. An additional \$50 per hour will be charged to a maximum of 8 hours, inclusive of set-up and clean-up.

Provided the booking is cancelled a minimum of 72 hours prior to the scheduled start of the booking, the Room Usage Fee and the Damage Deposit are fully refundable.

Additionally, at the time of booking, the resident must pay a \$500 Damage Deposit. After the event, the \$500 Damage Deposit will not be refunded until such time as the Management Company confirms that no damage has occurred and that the room has been returned to its original state, including properly cleaned and furniture in its proper place and the post-event walk-through checklist has been completed and approved by the Management Company. Any amount for damage incurred, including but not limited to cleaning fees, or other time incurred by the office staff to restore the room to its proper condition will be deducted from the \$500 Damage Deposit. If there is no damage the entire \$500 Damage Deposit will be returned to the resident within 2 weeks. Damage charges exceeding the \$500 will be assessed to the Homeowner and must be paid within 7 days.

### **GATHERING ROOM RENTAL CONDITIONS**

- 1 The Clubhouse Gathering Room may not be used for business, political, religious or commercial types of events or activities, i.e. product demonstrations (ex: Mary Kay, Financial Planning Seminars, Tupperware). The BOD reserves the right to periodically allow particular business activities if they enhance the value of the community.
- 2 Booking resident is prohibited from charging any fees of any kind to their guests
- 3 "Private Event" usage is limited to use of the Gathering Room, access to the entryway and Clubhouse restrooms. During the "Private Event" use of the pool, spa, fitness room, yoga room, pool restrooms, or any outside area is prohibited.
- 4 NO smoking, vaping, drug use or underage alcohol use is permitted.
- 5 No more than one (1) "Private Event" booking per household is permitted at any given time (i.e., resident cannot book multiple events at the same time) and is available on a first come, first serve basis.
- 6 Regularly scheduled HOA community events (e.g. Cards, Mexican Train, Book Club) cannot be displaced for "Private Events" without prior approval by the Management Company. Scheduling will be controlled and coordinated by the Management Company.
- 7 The Gathering Room may not be reserved on the following Blackout Dates: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Eve and Christmas Day.
- 8 The Gathering Room is available for "Private Event" booking for a minimum period of four (4) hours, not to exceed eight (8) hours; which time is inclusive of set-up and clean-up.
- 9 The number of attendees may not exceed 75 persons, due to space limitations.
- 10 A list of non-resident attendees must be given to the guard at the Gatehouse 24 hours prior to an event to facilitate access for any outside guests.
- 11 The front entrance must remain locked at all times. The booking resident should make arrangements to facilitate access by use of a designated door person or cellphone, etc. Doors must NOT be propped open.
- 12 Gathering Room doors exiting to the pool area may NOT be propped open.
- 13 Booking resident is responsible to provide all supplies and cleaning supplies. Trash bags will be available. There will be no access to the janitorial or storage closets.
- 14 Rectangular folding tables, folding chairs, and other property of the HOA may be used but are not permitted to leave the building.
- 15 Furniture must not be removed from the Gathering Room.

- 16 Decorations must not be adhered to surfaces in such manner to cause damage to surfaces. The use of scotch tape and staples is prohibited.
- 17 A facility "walk-through" checklist must be completed and signed by both the Management Company and the resident booking the event prior to and after each event.
- 18 A minimum cleaning fee of \$200 will be assessed against the Damage Deposit, unless the following post event room cleaning has been properly completed. This includes but is not limited to:
  - a) removal and proper disposal of all trash in the dumpster provided in the parking lot, including trash from kitchen, restrooms, Gathering Room,
  - b) removal and disposal of all decorations,
  - c) replacement of trash can liners,
  - d) removal of "Private Event" items from refrigerators and cabinets,
  - e) cleaning of all counter and table surfaces, microwave and sinks,
  - f) sweeping and washing (if necessary) of floors,
  - g) returning furniture, including folding tables/chairs to their original location and configuration,
  - h) turning off all TVs and lights.
- 19 Management Company is responsible for controlling and coordinating "Private Events". The BOD should be consulted for any exceptions.
  - No "Private Event" during holiday weekend or Blackout Date
  - Limit to one (1) event per weekday (Monday – Thursday)
  - Limit to one (1) event per weekend (Friday – Sunday)
  - "Private Event" date requested is within 24 hours proximity to a scheduled HOA event

#### **AMENITY CENTER / POOL / SPA / DECK AREA**

1. Residents and their guests are to be respectful of Management Company and Vendor employees and are not permitted to reprimand them, or in any way interfere with the management of the facilities.
2. Residents and their guests shall conduct themselves in a respectful and orderly manner at all times.
3. In the event residents or their guests witness or have concern of a potential rule violation on The Preserve at Corkscrew grounds or facilities, please contact the Management Office as soon as possible to handle and provide a resolution.
4. The Management Company is responsible for facility monitoring and is fully authorized, on behalf of the BOD, to enforce all Rules and Regulations.
5. ATTIRE:
  - a) The wearing of wet bathing suits is not allowed inside the Clubhouse.
  - b) Within the social/meeting/gathering room proper attire for men will include shirts with sleeves.
  - c) Shirts and pants/ shorts/ skirts/ dresses as well as shoes, sneakers or sandals must be worn at all times inside the Clubhouse, with the exception of shoes in the Yoga Room.
  - d) Anyone not conforming to the dress code outlined in these Rules and Regulations will be asked and required to leave the facility.

6. No person or persons are allowed to walk through the Clubhouse for purposes of using the pool. Please utilize the outside entrances to access the pool.
7. Parents and guardians shall be responsible for the conduct of their children at all times.
8. Residents or their guests using any area of the Amenity Center are responsible for leaving it clean after its use.
9. The cost of replacing any Amenity Center property that is broken, damaged or removed by a resident or their guest shall be charged to the Homeowner.
10. It is prohibited to remove from the premises any property or furniture belonging to the HOA, including folding tables and chairs.
11. Unauthorized persons shall not tamper with or adjust the Amenity Center heating and air conditioning.
12. No audio devices or sound equipment, i.e. radios, karaoke is allowed unless the Management Company authorizes such for a supervised activity.
13. Skateboards and/or roller skates, scooters, etc. are not allowed to be used in the Clubhouse, the parking lot of the Clubhouse, the tennis and pickleball courts, or the pool/spa areas. All bicycles are to be parked in the bicycle racks and are not allowed in the Clubhouse, pool/ spa areas or the tennis and pickleball courts.
14. Subscriptions, petitions or notices that are not sanctioned by the BOD shall not be distributed or posted anywhere within the Amenity Center without prior approval of the BOD.
15. Pets, with the exception of service animals, are not permitted except in areas designated by the HOA. Where pets are permitted on the grounds, they must be on a leash – see Pet Rules for more specifics. Any person who brings a pet onto the facility shall be responsible for any damage or injury caused by the pet.
16. No smoking, vaping, drug use or underage alcohol use is permitted anywhere inside or outside the Amenity Center facilities.
17. Absolutely no fireworks are permitted anywhere in the community.
18. The parking areas are marked in a manner that permits maximum use, with a minimum of inconvenience. Anyone found parking improperly will be warned. Repeated infractions will result in the removal of the offending vehicle at the owner's expense. Anyone parking overnight in the Amenity Center parking lot without a pass from the Management Company is subject to being towed. Parking of recreational vehicles (RVs), trailers, boats or any registered commercial vehicle not belonging to a registered Vendor is prohibited unless approved by the Management Company.
19. Personal property should not be left unattended on community property. The HOA, Committee Members and / or Management Company are not responsible for lost or stolen personal property.
20. Defacing, marring or otherwise causing destruction of property is prohibited.
21. Residents and their guests must obey all Rules and Regulations of the Community as well as all local, state and federal laws. A suspension of resident and guest privileges could be enacted in regard to a minor or an adult.



## SWIMMING POOL & SPA

1. FL. STATE LAW mandates that pools are only open when the pool area is totally lighted.
2. Residents and their guests must adhere to all posted pool & spa signs.
3. Please shower before using pool & spa.
4. Residents and their guests are entitled to the use of the pool from daylight to dusk. **There are no lifeguards on duty; all users swim at their own risk.**
5. Persons under 14 years of age and persons who cannot swim must be supervised by a competent swimmer at all times.
6. Children under 12 are not allowed in the spa unless supervised by an adult.
7. Towels or other items may not be used to reserve any pool furniture for extended periods.
8. Proper bathing suits must be worn. The wearing of wet bathing suits is not allowed inside the Clubhouse.
9. Glass is not allowed anywhere outside the Amenity Center, including under the eaves of the Club House, the pool, pool deck, playground, spa area, and the outside restrooms.
10. Food is only allowed under the eaves of the Amenity Center, not in the pool and spa areas.
11. Only outside restrooms are to be utilized when using the pool.
12. No pool furniture of any kind shall be removed from the area. No pool furniture is allowed in the pool or spa. If furniture is moved, please return to its proper location.
13. Be courteous of others at all times. Running, pushing and dangerous play are not permitted anywhere within the Clubhouse or the pool and spa area.
14. Diving anywhere into the pool is not permitted under any circumstances.
15. All users of audio equipment (i.e. iPods, phones) are required to have a set of earbuds for listening to music or viewing videos. No electrical items should be plugged into an outlet anywhere near the pool, spa, wet surfaces or areas exposed to water **as this is a very serious safety issue**
16. No pets are allowed in or around the pool and spa, including the deck area, with the exception of service animals on the pool deck area.
17. Persons with open sores, cuts or communicable diseases may not enter the pool.
18. Children or adults using diapers must have swim diapers. Diapers are not allowed in the spa as this is a health hazard. Any damage resulting from improper discharges from the resident or their guest will be paid for by the Homeowner.
19. The Management Company or BOD may block off sections of the pool at times during which the pool will be reserved for water exercise classes and other special functions.
20. Side gates and Gathering Room doors should remain closed at all times, and NOT propped open. The doors and gates to access the pool area automatically close and lock. The Magnetic Access Key Fob must be used to enter the pool area. Going over or through the fence is strictly prohibited and any damages to community property because of improper entrance may be considered vandalism and fined accordingly.
21. No BBQ equipment of any type is allowed anywhere in the pool or deck area.
22. Please place garbage and recyclables in the proper receptacles.

**FITNESS CENTER - Must be Age 12 or older**

1. Residents and their guests must obtain and complete a waiver form from the Management Company prior to use of the Fitness Center.
2. Residents and their guests may use the Fitness Center **at their own risk**. It is recommended that they consult with their physician prior to beginning an exercise program.
3. To encourage a healthy lifestyle for residents:
  - a) Children ages 12 and 13 may use cardio and resistance equipment as long as a Parent or Guardian is supervising them at all times
  - b) Children ages 14 and above may use all equipment.
4. Towels are not provided. Gym wipes are provided in the Fitness Center and Yoga Room. Equipment must be wiped down after use as a consideration for the next person to use it.
5. Be courteous to others. Please refrain from excessive noise, equipment abuse, profanity or unsportsmanlike conduct.
6. No sound equipment is allowed unless the Management Company authorizes such for a supervised activity. Utilize earbuds or headphones when listening to music or viewing entertainment on iPods or phones.
7. Cellphone conversations are prohibited in the Fitness Center.
8. No open containers or food are allowed in the Fitness Center. Spill-proof water bottles are permitted.
9. Fitness shoes must be worn at all times. No bathing suits, sandals, dress shoes or open-toed shoes are allowed.
10. Men's/Women's proper attire is: Shirts and gym shorts/pants, gym shoes and/or appropriate workout attire.
11. It is strongly recommended that residents and their guests ensure that they understand how to operate equipment they choose to utilize.
12. Please turn off perimeter lights if you are the last person leaving the Fitness Center.

### **TENNIS / PICKLEBALL COURTS**

1. Residents and their guests must obtain and complete a waiver from the Management Company prior to use of the Courts.
2. Residents and their guests shall have the right to use the Amenity Center courts at any time the tennis and pickleball courts are open **at their own risk**
  - a) The operating hours are daylight to 10:00 p.m., or as determined by the BOD.
  - b) Variations of times will depend on the season, weather and utilization of the facilities.
3. Courts shall not be used for any other purpose than tennis and pickleball unless otherwise determined and permitted by the BOD on a case by case basis.
4. No food will be permitted on the courts.
5. Courts may be reserved for use through the court reservation system which can be accessed through the website. The Management Company may block off times during which the courts will be reserved for men's and ladies' leagues, special functions and/or tournaments.
6. Be courteous to others. For the safety and enjoyment of other residents, please refrain from excessive noise, profanity and unsportsmanlike behavior.
7. Do not lean or climb on nets, fences, etc.
8. The court lights will be automatically turned off at 10:00 p.m.

### **TENNIS / PICKLEBALL DRESS CODE**

1. Tennis shoes must be worn at all times. Black-soled shoes are not allowed.
2. Men's attire shall consist of shorts, shirts and/or appropriate warm-up suits.
3. Women's attire shall consist of shorts, shirts, skirts, tennis dresses and/or appropriate warm-up suits.

### **LAKES**

The lakes are designed for storm water retention, a source of irrigation and can be aesthetically pleasing.

1. No fishing is allowed in any lake.
2. No swimming is permitted in any lake.
3. No boats of any kind are allowed on the lakes except for routine lake maintenance by a licensed vendor.
4. Feeding of alligators is prohibited as this is a violation of State Law.
5. No refuse of any kind is to be deposited into the lakes.
6. Residents and their guests are responsible for any damage to lakes caused by their actions.
7. Plants surrounding our lakes must not be cut or removed for any reason. In the dry season they may appear "dead" but are, in fact, just dormant. These littorals are important to the health of our lakes and are required by Southwest Florida Water Management. Anyone removing them for any reason will be financially responsible for their replacement by the HOA.

## **COMMON AREAS**

Common Areas shall only be used for their intended purposes. No resident or guest shall make any use of the Common Area in such a manner as to abridge the equal rights of the other residents to their use and enjoyment, nor shall any resident or guest remove, prune, cut, damage, or alter any trees or other landscaping located in the Common Areas. Residents and their guests should use at their own risk and are responsible for any damage caused by their actions. The sidewalks, entrances and all passages must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

## **PETS**

1. Pets shall never be allowed to run freely or roam at large upon any of the Common Areas or any other part of the community and shall be leashed at all times while outside the resident's property. See Lee County Animal Control Ordinance passed 12/2/2014 for further clarification and definition:
  - a. Animal Roaming At Large: "Any animal not under restraint, confinement or direct control of the owner or his agent..."
  - b. Direct Control: "Shall mean immediate and continuous physical control of an animal at all times, such as by means of a leash not to exceed 8 feet in length, cord or chain of sufficient strength to restrain said animal..."
2. Pets shall not be left unattended outside or in open areas such as lanais, porches, courtyards, garages or other similar areas. Consistent and/or constant nuisance barking of dogs shall be controlled.
3. Any resident or their guest maintaining a pet shall be fully responsible for, and shall bear the expense of, any damage or injury to persons or property resulting therefrom. This includes shrubbery, bushes and flowerbeds.
4. All residents and their guests are responsible for cleaning up after their pet.
5. Pets will not be allowed in the Amenity Center Clubhouse, the tennis and pickleball courts, pool and spa areas, or any recreation areas, with the exception of service animals on the pool deck only. Pets must be leashed at all times while outdoors. Pet waste must be picked up and disposed of in proper enclosed containers.
6. Commercial activities of any kind involving pets are strictly prohibited including without limitation breeding, training, grooming, veterinary services and boarding.
7. No reptiles, amphibians, poultry or livestock may be kept in the community.
8. No electric fences are permitted.

## **COMMUNITY GENERAL RULES**

1. No person shall commit any activity on the common areas which will cause damage or a fire, health or safety hazard.
2. There will be no solicitation by any person anywhere in the community, unless specifically authorized by the BOD.
3. All vehicles belonging to a resident or their guest displaying commercial signage must be garaged, (excluding all government services, i.e. Fire, EMS, Sheriff).
4. No vehicles shall be stored at any place on the Common Areas. This prohibition shall not apply to temporary parking for pick-ups, deliveries or other services.
5. There is to be no overnight parking on any street in the community between midnight and 7:00 a.m.
6. Unless garaged by the resident, parking of recreational vehicles, trailers, boats or any registered commercial vehicle anywhere within the community is prohibited unless approved by the Management Company or BOD.
7. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those without current license plate and registration are not permitted anywhere within the community, including driveways and streets.
8. Transient storage containers, moving trailers or service-related trailers are permitted in Homeowners driveways for no more than five (5) days, unless approved by Management Company.
9. No vehicle may block any portion of a sidewalk at any time.
10. Automobiles shall be parked only in striped parking spaces established for such purposes and not on any grassy areas. Inoperable vehicles are not permitted to be stored, parked or have major repairs (motor overhauls, transmission repairs, etc.) done on common grounds or on driveways of private residences. If the vehicle is not removed within 48 hours after notice to the resident, said vehicle will be removed at the vehicle owner's expense.
11. No car covers are allowed outside of the garage.
12. No tools, ladders or other work equipment of any kind are permitted to be left outside when not in use.
13. Garage doors will be left closed when not in use.
14. Bicycle riders should ride in same direction as cars and follow all rules of the road. Walkers should always use the sidewalks. Runners and Joggers should go against the traffic.
15. Florida wildlife should be respected.
16. All weapons and firearms, including BB guns, are prohibited in the Amenity Center and all Common Areas.

**GOLF CART and OTHER NON-LICENSED VEHICLES – vehicles capable of traveling at 10 mph or more**

1. Residents must annually register all non-licensed motorized vehicles including golf carts (electric or gasoline powered), all-terrain vehicles, mopeds and go-carts with the exception of any transport that falls under the ADA American Disability Act. The registration of these vehicles will be administered by the Management Company.
2. Motorized vehicles may only be operated by persons having a valid automobile driver's license.
3. Drivers must obey all posted traffic signs.
4. Vehicles may only be operated from sunrise to sunset, unless properly equipped with front and rear operating lights, rearview mirrors and reflectors or reflector tape.
5. The use of all vehicles is restricted to the roadways within the Preserve at Corkscrew and cannot be used on any of the common grass areas inclusive of all the designated preserve areas.
6. Operation of any of these vehicles is at the risk of the operator. Persons who are or appear to be impaired may not operate any of these vehicles.
7. Any resident or guest making use of any of these vehicles shall be required to maintain liability insurance with policy limits in such amounts as determined by the BOD from time to time.
8. Residents and their guests using these vehicles will be held fully responsible for any and all damages caused by their actions.
9. In the event any of these vehicles is involved in an accident resulting in injury or property damage, the operator must immediately notify the appropriate law enforcement agency and the Management Company.
10. Residents and their guests, by using any of these vehicles on the Preserve property, shall indemnify and hold The Preserve at Corkscrew Master Association (HOA) harmless against any and all loss or damage relating to the operation of such vehicles.
11. Residents and their guests using these vehicles are required to ensure that their use is restricted to licensed drivers who will operate them in a safe, non-reckless manner and in accordance with all governmental regulations.
12. Only vehicles properly registered and approved by the HOA shall be allowed anywhere on the Community property and roadways.
13. Violations of these rules and regulations may result in the revocation of privileges to operate any of these vehicles as well as potential fines.

**SPORTING and RECREATIONAL EQUIPMENT**

Easily portable sporting structures, basketball hoops, bag toss, etc. are permitted on the Homeowner's property, subject to ARC restrictions, with certain safety and property up-keep restrictions.

1. During periods of HOA lawn maintenance, all sporting equipment must be removed from the lawn. During Florida storm watch or warning, all such equipment must be stored indoors.
2. Residents are responsible for any damages to irrigation systems or surrounding properties that may result from the use of portable equipment.
3. Residents and their guests are to respect abutting property lines and must contain all activities within their own property. To avoid complaints, restriction or potential fines, please respect your neighbors' property and avoid violations.

**SPEED LIMITS (25 MPH)**

All residents and their guests shall observe all posted speed limit and other signs within the community.

**DISCIPLINARY ACTIONS**

If a resident or their guest does not follow the Rules and Regulations or Governing documents, it may result in the following community actions: issuance of Violation Letters, Hearing Committee and Fines.