

**2009 AMENDED RULES OF  
FOREST PARK HOMEOWNERS RECREATION ASSOCIATION**

(Approved July 15, 2009)

**These 2009 Amended Rules supersede all prior Rules of the Association including but not limited to The Pool Facility Rules and Guidelines Revised June 2007 and the Tennis Rules Revised November 2008**

**1. Procedures for Adopting and Amending Rules**

- 1.1. After due consideration, the Board will draft or cause to be drafted proposed rules and/or amendments of rules ("proposed rules") for the Board's proposed rulemaking.
- 1.2. The Board will cause notice of the proposed rulemaking and copies of the proposed rules to be made reasonably available to the owners prior to the Board meeting at which the Board considers adoption of the proposed rules.
- 1.3. The notice of rulemaking will request owners' written comments on the proposed rules and the owners' personal oral comments to the Board at the rulemaking meeting of the Board at the specified time, date, and place of meeting.
- 1.4. At its rulemaking meeting, the Board will reasonably consider the owners' written and oral comments on the proposed rules. After the Board has considered the owners' comments, the Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any others only as specifically requested by the Board) to adopt, reject, amend, or otherwise act upon the proposed rules, including, among other normal procedures of the Board, to adjourn the meeting from day to day or as otherwise specified by the Board.
- 1.5. Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail or hand deliver the rules as adopted to the owners at their addresses of record with the Association.
- 1.6. The rules will be numbered and will show the date of adoption and the date on which each rule shall be effective.
- 1.7. The Association shall maintain the current, effective rules in an orderly manner so that owners and Board members may readily access the rules.

**Effective July 15, 2009**

**The Delinquency Policy and the Application of Payment Rule are superseded and replaced in their entirety by the following:**

**2. Assessment Collection Rule**

- 2.1. Payments of one-fourth of the annual assessment (sometimes called dues or maintenance fees) are due and payable the 10th day of each of the months of June, September, December, and March (the due dates), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 30 days after the due date.
- 2.2. Special assessments are due on the date or dates specified in the special assessment.
- 2.3. The owner shall pay a one-time late charge of \$25.00 on each late monthly payment or late special assessment payment.
- 2.4. In addition, the owner shall pay interest on each assessment after the due date of that assessment at the rate of six percent per annum.
- 2.5. When delinquency exceeds 30 days, the Association or the Manager will send a **reminder** to the owner that the assessment payment is delinquent, the owner has incurred a late charge, interest is accruing, and the owner must immediately pay the assessment, plus late charge, plus interest.
- 2.6. When delinquency exceeds two months, the Association or the Manager will send the **first warning notice** to owner, stating the late charge(s) and interest, and stating that owner must pay the account current on or before the end of the month of the date on the first warning notice, OR enter into a written payment plan acceptable to the Association, OR the Association will take further collection action.
- 2.7. When delinquency exceeds three months, after serving a copy of notice of lien on the owner by certified mail, the Association or the Manager will record a notice of lien signed by the President or Vice President, and send **final warning notice**. The owner must pay the account current by paying all delinquent assessments, late charges, interest, lien charges, and costs of collection on or before the end of the month of the date of the final warning notice, OR enter into a written payment plan acceptable to the Association, OR the account will be turned over the Association's legal counsel for collection.
- 2.8. From the time the owner's **account is turned over to legal counsel**, the owner must communicate only with the law firm to pay or settle the account. The owner must pay all late charges, interest, costs of collection, and legal fees incurred by the Association.

- 2.9. An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:
- 2.9(a) Attorney fees and legal costs
  - 2.9(b) Association costs and expenses
  - 2.9(c) Late charges
  - 2.9(d) Interest
  - 2.9(e) Assessments
- 2.10. In the normal course of business, the Association will reject any check containing a restrictive endorsement or a request that the payment be applied other than in accordance with this Rule.

**Effective July 15, 2009**

**The Rule on Penalties is superseded and replaced in its entirety by the following new Rule:**

**3. Enforcement of Governing Documents**

3.1. The Association shall be diligent in the enforcement of the governing documents consisting of the Declaration, articles of incorporation, bylaws, and rules. As stated in the governing documents, reasonable enforcement is intended to maintain the value of the Recreation Area and therefore all homes in the community and to make the community a desirable place to live. The objective of the Association is to be fair, firm, and consistent in its enforcement.

3.2. Regardless of the language of the governing documents, Colorado Revised Statutes, Section 38-33.3-101, *et seq*, the Colorado Common Interest Ownership Act ("CCIOA") states to the following effect and the governing documents are superseded by the following:

3.2(a) Owner(s) and occupant(s) may display American Flags on their property in a reasonable manner.

3.2(b) Owner(s) and occupant(s) may display on the inside the residence's window or door a service flag (sometimes called blue star or gold star banner) of no more than 9 inches by 16 inches indicating the military service of a member of the owner's or occupant's immediate family during a time of war or armed conflict.

3.2(c) Owner(s) or occupant(s) may display one political sign on the Lot for each contested election and ballot issue from 45 days before through 7 days after election up to the size of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.

3.2(d) An occupant who is bona fide member of a volunteer fire department, or an occupant who is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on a street, driveway, or guest parking space if (i) it is a condition of employment that the occupant have the vehicle available at the occupant's residence, and (ii) the vehicle does not obstruct emergency access or interfere with other owners' and occupants' reasonable use of streets, driveways, or guest parking spaces.

3.3. In the normal course of the Association's business, the Board will supervise those acting on behalf of the Association to communicate with the owners so that owners are aware of their responsibilities and the standards of behavior in the community. The communication will reasonably use such means as the Association's website (if in existence), newsletters, correspondence, email broadcast messages, and postings in areas of the community frequented by the owners to advise owners of agenda items in regular and special Board meetings. The Association will encourage any continuing developer, real estate agents, and title

insurance companies to provide full packages of applicable governing documents to all new owners in the community.

- 3.4. If an owner or occupant in the community allegedly violates any of the governing documents (other than the requirement to pay assessments), the Association will promptly give notice to the owner (and occupant, if a different person) of the apparent violation and request prompt compliance. The Association will set deadlines for compliance in accordance with its governing documents and the urgency of the situation.

If the owner (and occupant, if applicable) fails to comply, then the Association may enforce the governing documents by any direct Association remedy of the violation provided in the governing documents and by bringing appropriate legal or injunctive action in court against the violating parties. In such enforcement actions, the Association will seek to recover all of its costs of enforcement, including direct costs to the Association charged by agents, court costs, and costs of enforcement and collection, including attorney fees.

**Effective July 15, 2009**

#### 4. Association Records and Information

- 4.1. The Association will keep a record of all actions taken at meetings of owners, the Board, and all committees, plus a record of all notices of meetings and waivers of notice.
- 4.2. The Association will maintain records of owners in a form that allows preparation of a list of names and addresses. All Association records must be maintained in a form that allows conversion into written form in a reasonable time.
- 4.3. The Association will charge owners copying charges to copy association records that do not exceed actual cost per page to the Association, including all costs such as paper, copy machine supplies, parts and maintenance, and all labor costs for the copying.
- 4.4. Owners are allowed to inspect and copy records during normal business hours, on five business days' notice (or at the next regularly scheduled Board meeting, if the meeting occurs within 30 days), if the request is made in good faith and for a proper purpose and the records are described sufficiently and are relevant.
- 4.5. These records will be maintained at the Association's principal office located at 7609 S Fillmore Way, Littleton CO 80122:

Declaration

Covenants

Articles of incorporation

Bylaws

Rules

Resolutions of the board

Minutes of all owners' meetings for the past three years

Records of all actions by owners without a meeting for the past three years

All written communications to owners generally for the past three years

List of the names and addresses of current directors and officers

Most recent annual report, if any

All audits or reviews for the past three years

- 4.6. The Association shall maintain accurate and complete accounting records.
- 4.7. Audits or reviews of the books and records of Association shall be done at the discretion of the Board or upon owner request as follows:
  - 4.7(a) An audit is required only if the Association has annual revenues or expenditures of at least \$250,000 and owners of at least one-third of the lots represented by the Association request an audit.

4.7(b) A review is required only when requested by the owners of at least one-third of the lots represented by the Association.

4.7(c) Copies of audits or reviews shall be available on request to any owner 30 days after completion.

4.8. Within 90 days after the change of any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or on the association's website:

4.8(a) Names of the Association and the common interest community

4.8(b) Name and address of management company, if any

4.8(c) Physical address and phone number for the Association and the designated agent or management company

4.8(d) Date of recording of the Declaration and recording information

4.9. Within 90 days after the end of each fiscal year, the Association will make the following information available to owners by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:

4.9(a) Date the fiscal year begins

4.9(b) Operating budget for the current year

4.9(c) List of current regular and special assessments, by lot type

4.9(d) Annual financial statements, including reserves

4.9(e) Results of most recent audit or review

4.9(f) List of all Association insurance policies (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expiration dates

4.9(g) Association's bylaws, articles, and rules and regulations

4.9(h) Minutes of board and member meetings for prior fiscal year

4.9(i) Association's "Responsible Governance Policies (contained in bylaws and rules)

4.10. An owner may file a claim against the insurance policy of the Association to the same extent, and with the same effect as if the owner were a named insured if the following conditions are met:

4.10(a) The owner has contacted the Board or the Managing Agent in writing, and in accordance with applicable Association policies or procedures for owner-initiated claims, regarding the subject matter of the claim; and

4.10(b) The owner has given the Association at least 15 days to respond in writing, and, if so requested, has given the Association's agent a reasonable opportunity to inspect the damage; and

4.10(c) The subject matter of the claim falls within the Association's responsibilities.

4.10(d) For any loss covered and paid by the Association's property insurance policy which results from the negligence of an owner, the resident in a home, or the owner's tenant, family member, or invitee, the Association may assess against that owner the deductible amount paid by the Association. If the loss is caused by more than one owner, the

Association in its reasonable discretion may assess each owner a pro rata share of the deductible. In making its determination as to whether the loss resulted from the negligence of the owner or those for whom the owner is responsible, the Association shall take into account all reports received from the insurance company, from any experts retained by the insurance company, the owner, and/or the Association, together with any investigation the Association may determine, in its reasonable discretion, is necessary for the Association to undertake.

- 4.11. The Association will provide free education annually to all owners on the general operations of the Association and the rights and duties of the owners, the Association, and the Board of Directors. The criteria for this education shall be determined from time to time by the Board.
- 4.12. The Association encourages education on good governance for the members of the Board. Upon submission prior to the seminar or course, the Board may approve payment of expenses for education for individual members of the Board if the education is directly related to good Association operations within the common interest community.
- 4.13. Regardless of the provision in Section ARTICLE IX, Section 3 of the Declaration, the statute, C.R.S § 38-33.3-217(1)(a), states that amendments of the Declaration shall not require the affirmative votes or agreements of the owners of lots to which more than 67 percent of the votes of the Association are allocated. Amendments of the Declaration need only comply with this statute.

**Effective July 15, 2009**



**5. Investment of Reserve Funds**

- 5.1. The Association may obtain a competent reserve study to show the required reserve funds for maintenance, repair, and replacement of capital improvements which are the Association's responsibility. This normally will include such items as the pool, tennis courts, painting, repair of exterior surfaces, walls, gutters and downspouts, roofs, doors, windows, walks, parking areas, storage areas, drives, patios, porches, steps, concrete and asphalt, utilities, plumbing, wiring, and other substantial improvements to the real estate that the Declaration requires the Association to maintain, repair, and replace.
- 5.2. The officers (including without limitation the managing agent, attorney, and accountant employed by the Association) and Board members of the Association will be subject to the standards set forth in C.R.S. § 7-128-401 and invest reserve funds in one or more accounts separate from the general operating account of the Association. Further, the reserve funds shall be invested in conservative accounts with a small possibility of loss to the Association. The majority of the reserve funds shall be deposited in accounts and amounts that are fully insured against loss by an agency of the U.S. government.
- 5.3. Any and all persons who have access to the reserve funds shall have fidelity insurance covering the Association against dishonesty of such persons in the full amount of the funds in those accounts.

**Effective July 15, 2009**

6. **Disclosures in Purchases and Sales of Lots**

- 6.1. In accordance with CRS § 38-35.7-102, sellers of a lot must provide copies to the buyers, or upon payment of the Association's usual fee, authorize the Association to provide copies to the buyers, of all of the common interest community's governing documents and financial documents, as listed in the most recent available version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.
- 6.2. Sellers must provide buyers, in every contract for the purchase and sale of residential real property with disclosure statements in bold-faced type that is clearly legible and in substantially the following form:

**THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

**Effective July 15, 2009**

## **7. Alternative Dispute Resolution Policy**

- 7.1. Whenever a dispute arises between the Association and any owner, the Association and the owner are encouraged to try to resolve the dispute by methods other than court action (litigation).
- 7.2. When the Association is collecting past due assessments or dues, the Association or its Managing Agent sends warning or "delinquency letters" to the owner to inform the owner of the amount owed and to encourage the owner to pay without litigation. If the Association is enforcing its governing documents, the Association will give notice to the owner of the alleged violation in an effort to avoid litigation by having the owner comply with the governing documents.
- 7.3. If the Association and the owner agree, their dispute may be submitted to mediation before any lawsuit is filed. Mediators may be chosen from private or public entities, including the office of dispute resolution of the Colorado judicial branch. The written, signed agreement submitting their dispute to mediation shall state who the mediator will be, that the parties will pay their share of the mediator's fees, and will provide a time limit for conducting the mediation. If no mediation is held within that time period, and no agreement extending the time is signed, either side is free to file suit.
- 7.4. If the dispute is resolved through mediation, the parties shall sign a written settlement agreement. The settlement agreement will usually state that the agreement will be enforceable by the courts in the event either side violates the terms of the agreement.
- 7.5. Mediation shall not be used in situations involving an imminent threat to the peace, health, or safety of the community.
- 7.6. Mediation is highly recommended but not mandatory before proceeding with litigation. If either the Association or the owner chooses not to attempt a resolution of their dispute through mediation, the party may file a lawsuit to resolve the issue.

**Effective July 15, 2009**

## 8. Pool Facility

### 8.1. Pool Attendance:

8.1.(a) Each Member family is required to sign in (name and address) upon arrival at the Pool Facility. A sign-in sheet will be posted for this purpose. All guests must sign in along with the sponsoring Member.

8.1.(b) Any person who cannot be identified as a Member or guest will be directed to leave the Pool Facility.

8.1.(c) A Member family is permitted to have up to 10 guests at one time. Groups or parties in excess of 10 guests must be scheduled in advance as a party, with the Forest Park Homeowners Recreation Association (FPHRA) Pool Manager.

8.1.(d) Lifeguard services are provided at the pool for the safety of all swimmers and are not to be considered as childcare services for the children in attendance at the Pool Facility. Children 10 years of age and younger will be accompanied by an adult at all times. Children under 10 years of age may be permitted to use the Pool Facility without the accompaniment of an adult at the discretion of the lifeguards and pool manager, provided they are able to demonstrate adequate swimming skills as tested by the Lifeguard(s) and the child's parent(s) provides written authorization and acknowledgement of the child's attendance at the pool on the form required by FPHRA.

### 8.2. Pool Hours and Operations:

8.2.(a) Normal Pool Hours are from 11 AM to 8 PM commencing on the Saturday before the annual Memorial Day Holiday and concluding on the following Labor Day Holiday. Exceptions to these times will be posted at the Pool Facility. The pool may be temporarily closed at the discretion of the FPHRA Pool Manager and/or lifeguards for any of the following reasons:

8.2.(a)(i) Inclement weather

8.2.(a)(ii) Threats to health or safety

8.2.(a)(iii) Other dangerous conditions

8.2.(a)(iv) The deep end may be closed for poor visibility

8.2.(b) The pool may be temporarily closed at specified time periods for swim team practices and swim meet events. These scheduled time periods will be posted at the Pool Facility.

8.2.(c) The Pool Facility telephone is provided for the use of the Pool Staff only and for emergencies.

8.2.(d) Food, drinks, cooking, and eating are permitted in the designated and grass turf areas only.

8.2.(e) Proper swimming attire (no cut-offs) must be worn in the pool.

8.2.(f) Infant children clothed only in diapers are not permitted to enter the swimming pool. Infant children must wear appropriate diaper (shielding) swimwear at all times.

8.2.(g) Whistles are utilized by the Pool Staff for the safe direction and operation of the Pool Facility. The use of whistles in the Pool Facility area by others is prohibited.

- 8.2.(h) Priority use of the lap lane is given to those Members wishing to swim laps. Courtesy to stay clear of this lane should be extended to the lap swimmer during this activity.
- 8.2.(i) The pool may be used by Members, Pool Staff, and/or swim team coaches for instructional lesson purposes.
- 8.2.(j) No smoking is allowed in the pool area.
- 8.2.(k) After hours lap swimming (i.e. no lifeguards present) are made available to members subject to written agreement with the Pool Manager.

8.3. Safety:

- 8.3.(a) Obey the FPHRA Pool Manager and Pool Staff at all times.
- 8.3.(b) A mandatory 15-minute rest period will be called for swimmers at 45 minutes past the hour, every hour. Adults (age 18 and older) ONLY are permitted to swim during this period.
- 8.3.(c) Only one person is permitted on the diving board at any one time. Swim to the side of the pool (not underwater) after going off the board. Hanging from the diving board and lane ropes is prohibited.
- 8.3.(d) Pets, with the exception of service animals, are strictly prohibited within the fenced Pool Facility area.
- 8.3.(e) Persons with skin abrasions, skin infections, or respiratory illnesses may be refused admission in the pool.
- 8.3.(f) Dangerous or potentially injurious behavior in the Pool Facility area is prohibited.
- 8.3.(g) Items such as rafts, balls, inflatable tubes, toys, masks, fins, and snorkels are permitted in the pool at the discretion of the Pool Staff or FPHRA Pool Manager. Flotation devices are not permitted in the deep end of the pool.
- 8.3.(h) Items such as skateboards, roller skates, in-line skates, bikes, etc., are NOT permitted within the fenced Pool Facility area.
- 8.3.(i) Glass objects (except eyeglasses) are prohibited at the Pool Facility.
- 8.3.(j) The use of foul or abusive language is not acceptable and will not be tolerated. Abusive, lewd, or intoxicated behavior is not allowed. The Pool Staff, at its discretion may direct the offending party(ies) to leave the premises. Failure to comply with the direction of the Pool Staff will be brought to the FPHRA Board for action.
- 8.3.(k) Anyone who has been directed to leave the Pool Facility area for disciplinary reasons is prohibited from entering the Pool Facility premises for a minimum of 24 hours from the time of expulsion and/or infraction.
- 8.3.(l) Excessively loud radios, audio equipment, etc. are not permitted in the Pool Facility area. The FPHRA Pool Manager and/or Pool Staff, at its discretion will be the sole authority and arbitrator in the determination of "Excessively loud".

8.4. Miscellaneous:

- 8.4.(a) The FPHRA is not responsible for the loss or damage to any attendee's personal property.
- 8.4.(b) Any and all costs associated with the repair and/or replacement of FPHRA property which is damaged due to the actions of a Member,

Member's family, or Member's guest(s) will be the responsibility of the Member.

8.4.(c) All accidents and/or incidents which result in an injury must be reported to the Pool Staff and FPHRA Pool Manager.

8.4.(d) All complaints are to be submitted in writing to the FPHRA Pool Manager or FPHRA Board.

8.4.(e) ALL unauthorized persons found within the Pool Facility premises during non-Pool (non-business) hours will be reported to the local law enforcement agency(s) and WILL BE PROSECUTED to the fullest extent permissible by law.

8.5. Parking Area Rules:

8.5.(a) All cars are to proceed slowly and carefully on the street adjacent to the Pool Facility and within the designated Pool Facility parking area.

8.5.(b) Bicycles are to be parked in the bicycle racks.

8.5.(c) Trash or debris shall not be stored or deposited on the Pool Facility premises or parking area.

8.5.(d) The parking area is a part of the Pool Facility premises and the property of FPHRA. The FPHRA Pool Manager and Pool Staff have the same authority over this area as the fenced pool grounds area.

8.5.(e) The parking area is for use by the Pool Staff and Members, using the Pool Facility and adjacent tennis courts during normal operating hours.

8.6. Special Activities and Events (Parties):

8.6.(a) Requests for special activities or private parties are to be submitted to the FPHRA Pool Manager, a minimum of two weeks in advance of the proposed event. These events are subject to terms which include but are not limited to: payment for Lifeguard and Pool Facility services, number and qualifications of attendees, adult supervision requirements, damage deposit, and facility rental/use fees. The determination and application of these and other terms for the requested event are the sole discretion of the FPHRA Pool Manager and/or FPHRA Board.

8.6.(b) The activity or event may be held during normal pool operating hours provided disruption to other Members using the facility does not occur. Activities or events may be scheduled after normal pool operating hours but must be concluded no later than 10:00 PM.

8.6.(c) Each special activity or event must be requested and sponsored by an adult Member of the FPHRA. The sponsoring Member will be responsible to the FPHRA Pool Manager and FPHRA Board for ensuring that all provisions and rules are fully adhered to and complied with. The sponsoring Member must be in attendance throughout the event for the purpose of compliance assurance.

8.6.(d) It is the intent of the FPHRA Board to grant private party privileges to the Members. The integrity of the Pool Facility is to be maintained at all times. A private party event will require the following deposits and fees to be paid in advance, a minimum of one week prior to the scheduled event.

8.6.(e) A \$200 damage deposit payable to FPHRA is required from the sponsoring Member. This deposit will be refunded to the sponsoring Member provided damage to the Pool Facility or furnishings does not occur during the scheduled event.

8.6.(f) Costs for Lifeguard and Pool Facility services are to be paid directly to the Pool Services Company. Fee schedules for these services are as stated in the current FPHRA Pool Services Agreement and are available upon request, from the FPHRA Pool Manager.

8.6.(g) An FPHRA facility rental/use fee is assessed at a rate of \$1.00 per person for each person in attendance at the event. This fee is waived for events with 25 attendees or less.

**Effective July 15, 2009**

**9. Forest Park Tennis Rules**

Hours of play: 6:00 A.M. – 9:00 P.M.

Prime Playing Time: 4:00–8:00 P.M. Mon.– Fri., June 1<sup>st</sup> through Labor Day

All day Saturday, Sunday, and holidays, year round.

**9.1. Reservations:**

9.1.(a) Court reservations are made by placing the homeowner's name on the list provided on the board at the courts. Reservations may be made in advance.

9.1.(b) If unable to keep reserved time, please erase your name from the sign-up sheet.

9.1.(c) Adults (16 years and over) have first priority for play during prime time.

9.1.(d) Youths may play during prime time if accompanied by an adult, or if the courts are not in use.

9.1.(e) If the scheduled group is not present, or a court is not occupied within 15 minutes of the scheduled playing time, the court may be occupied on a first come/first served basis.

**9.2. Court Rules:**

9.2.(a) No smoking, glass, or food is allowed on the courts.

9.2.(b) No children are allowed on the courts, unless they are playing.

9.2.(c) No animals are allowed on the courts.

9.2.(d) No biking, skate boarding, or skating is allowed on the courts.

9.2.(e) Proper tennis etiquette must be observed at all times (including no throwing of rackets).

9.2.(f) Hang rollers on the fence when finished.

9.2.(g) DO NOT shovel snow off the courts as it damages the surface.

9.2.(h) Carry out your own trash.

9.2.(i) Guests are welcome when accompanied by a member.

9.2.(j) Members must lock the gates of the courts when finished playing.

9.2.(k) Observance of the rules is the responsibility of each player.

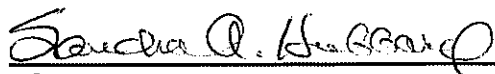
9.2.(l) Abuse of the rules can result in a loss of playing privileges to be determined by the FPBD.

9.2.(m) Anyone observing rules being abused, please contact the FPBD.

**Effective July 15, 2009**

**This amendment of the Rules was adopted by majority vote of a quorum of the Board on July 15, 2009.**

**ATTEST:**

  
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**Secretary**