AZURA RULES AND REGULATIONS
Revised January 1, 2022*

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I. Introduction

1. AZURA HOMEOWNERS ASSOCIATION, INC. Rules and Regulations are written for the mutual benefit and safety of all Owners, and their invitees and Guests whom they shall authorize to enter the AZURA HOMEOWNERS ASSOCIATION, INC. property.
2. Management Personnel are authorized by the Board of Directors (hereinafter referred to as the Board) to enforce these Rules and Regulations and to report all violations to the Board.
3. The Rules and Regulations are intended to complement and amplify the corresponding provisions in the Governing Documents. In the case of any apparent conflicts between the Rules and Regulations and the Governing Documents, the provisions of The Governing Documents shall prevail. *Additional details regarding these Rules may be found in the Governing Documents. Residents should consult those documents for additional information.*
4. The Board may amend, clarify, delete, or add to these Rules and Regulations at any time by the majority vote of the Board.

II. Resident Responsibilities

With respect to compliance with the Governing Documents and these Rules and Regulations, an Owner shall be held responsible for the actions of their family members, guests, invitees, tenants, vendors and contractors, as well as for the action of persons over whom they exercise control and supervision.

1. **Observance of Laws -** All applicable laws, zoning ordinances and regulations orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Association's Property or any Lot or Home shall be corrected by, and at the sole expense of the responsible Owner or, as appropriate, the violator.
2. **Violations and Compliance -** Violations of any of the Governing Documents and/or the Rules and Regulations shall be reported immediately to Management, the Board or its designees and shall subject the responsible Owner /Resident and/or violator to any and all remedies available to the Association including fines, denial of access to the common facilities, and any further legal action permitted by law.
3. **Nuisance -** Nothing shall be done within the Association property or any Home or Lot that interferes with the peaceful enjoyment and possession or proper use of other Homes or the surrounding areas nor anything which rises to the level of a general nuisance to any Resident or Guest, who are using any portion of the Community. Noise must conform to the levels and times set out in Palm Beach County Ordinances. Please be cognizant of the fact that we are a zero-lot line community. In that regard, lighting, security devices, etc., shall not be placed in such a manner that would interfere with the quiet enjoyment of the adjacent homeowner.

4. **Employees -** The Association retains a property manager and various employees and/or vendors to assist in carrying out the duties and functions of the Association. Section 720.303(1), Florida Statutes, provides, in part, that "a member does not have authority to act for the association by virtue of being a member". The Association acts only through its Board of Directors. Accordingly, to avoid any confusion or interference in the performance and completion of the Association's duties and functions, no member or resident shall issue any direction(s) or instruction(s) to the property manager (although the Member may communicate with the property manager) or any Association employee or vendor.
5. **Decorum** - All Members and residents shall treat the Association's property manager and all Association employees and/or vendors with dignity and respect, and no Member or resident shall do or say anything to the property manager or any Association employee or vendor that in any way may be deemed to constitute a nuisance or annoyance or that in any way may be deemed to be abusive or that in any way interferes with their performance, all as determined by the Board in its reasonable discretion. Further, no Member or resident shall have any direct contact with any Association employee or vendor (except for the Association's property manager and/or office staff, to whom any Member or resident may direct any complaint or concern related to any Association employee or vendor). Any complaints or concerns involving any Association employee or vendor, as stated, must be directed to the Association's property manager, or one of the Association's officers.
6. **Permitted Hours/Days of Activities -** Contractors and vendors are allowed in the community Monday through Saturday between 7:30 am to 5:30 pm.
7. **No Work on Sundays or Holidays -** No contractors or vendors may work in Azura on Sundays or Holidays unless it is considered an emergency. It is the responsibility of each resident to notify their contractors/vendors accordingly.
8. **Contractors May Not Block the Street -** It is the responsibility of each resident to inform their vendors and contractors of the odd/even parking rules in the community (see **Section III.** below). Failure to comply may result in fines and towing. Please recall that this rule is necessary so that emergency vehicles, oversized trucks and trash pickup can perform their duties safely and efficiently.
9. **Oversized Vehicles -** Contractors or vendors who have oversized vehicles entering the community must place orange cones in-front and behind their vehicle. They are responsible for following all other rules for drivers in the community as stated in **Section III**, below.
10. **Moving in or Out -** Residents must coordinate with the property manager and the gatehouse to arrange for moving in or out of the community. Movers are obligated to follow the hours for **Permitted Hours of Activities**, and **Oversized Vehicles,** above. For example, no moving is allowed on Sundays or holidays.
11. **Solicitations** - Solicitations within Azura are prohibited. Commercial solicitations via the community e-mail list, by a Resident to the Residents, are prohibited. Placing materials on mailboxes, or on or within any portion of the Home or Lot and upon Association Property is strictly prohibited unless specifically approved by the Board. Placing material, other than US mail, in a mailbox is prohibited by federal law.

12. **Personal Property -** The personal property of any Resident, other than cars, outdoor furniture, barbecue grills, generators, air conditioners, pool equipment and garden hoses shall be stored inside their Home and garage and not be visible to surrounding neighbors or from Association property.
13. **Signs -** No signs, display poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed painted or affixed to a Lot or Home. However, if a home is for sale a single sign may be displayed on the property only for the purpose of announcing an open house on the day of the event. *No other Realtor signs are permitted*. If work is being performed by a contractor a sign may be displayed showing the contractor's permits.
14. **Solid Waste Pickup** - (garbage and trash) - All Residents must have and use at least on (1) rigid sanitary covered container supplied by the County for solid waste, as well as recycling containers provided by the County. Odd/Even Street Parking Rules will be strictly enforced on Solid Waste Collection days and driveway and garage parking is recommended.
15. **Time for Placement of Solid Waste Containers Outside -** All trash and recycling containers must be placed at the front of the resident's driveway (not in the street) no earlier than 7:00 pm the night before collection and replaced in the resident's garage as soon as possible but in no event may the containers be left outside beyond 7:00 PM on the day of collection.
16. **Tree Branch Pickup -** Branches should be placed at the resident's driveway curb, not in the street, for pickup Monday thru Friday mornings.
17. **Garage Door -** Garage doors shall remain closed at all times except when an individual is active in and around the garage or when it is being used for ingress and egress.
18. **Hurricane Season Preparation -** Any Resident who plans to be absent from their Home during the hurricane season for 14 or more consecutive days shall arrange for preparation of their Home and Lot, including the removal of all outdoor furniture, potted plants and any other movable objects from the covered patio and screen enclosure area and elsewhere from the outside of the home. In addition, If the resident is in the midst of a home renovation, any and all construction materials must be secured, and waste receptacles emptied and secured prior to leaving the home during hurricane season.
19. **After a Hurricane** - Debris must be brought to the curb and made ready for pickup within 72 hours of the end of a hurricane. Further, the Resident shall promptly designate a responsible firm or individual to arrange for the repairs to the Home and Lot, as required, should there be hurricane damage.
20. **Mailboxes and Address Numbers -** Residents shall not install, alter, repaint or decorate any mailbox or post nor hang anything thereon unless authorized in writing by the Board.
21. **Roof and Driveway/Walkway/Gutters and Downspouts Cleaning -** Residents are responsible for maintaining and cleaning their roof, gutters and downspouts and all driveways and walkways on their property as well as maintaining roof tiles. Roofs must be cleaned when they appear dirty, or no less than every two years.
22. **Painting and Pressure Cleaning -** Residents are responsible for maintaining the exterior of their homes, including garage doors, which includes pressure cleaning

and painting. Any color change shall first be submitted to the ARC Committee. Colors must be selected from the approved Azura color chart. It is recommended that homeowners consider painting their homes, depending upon wear and tear, every 5 years, to conform to the standards of the community.

23. **Landscape -** Residents must maintain their landscaping surrounding their property, including but not limited to replacing mulch and stones, grass cutting and weed control, fertilization, and trimming of trees, in conformity with the published architectural guidelines for the Azura HOA community.
24. **Changes to Landscaping and Exterior Lighting** - Major modifications to landscaping, such as the removal or addition of trees and bushes and other plant material must be approved in writing, in advance by the ARC as well as complying with all local ordinances and permitting requirements. These requirements also apply to modifying of the exterior lighting of homes.
25. **Screening From View** - All pools, pool equipment, generators and air conditioners and similar equipment must be screened by the installation of appropriate landscaping.
26. **Xeriscaping -** If an owner requests a xeriscaping landscape plan it must be approved by the Board.
27. **Azura Standards for Upkeep of Properties**

The following are Azura acceptable standards:

Mulch (Dark Brown) – 2 times per year
Trimming of trees - No less than 2 times per year
Trimming of shrubs - No less than 4 times per year
Lawn and Tree Fertilization – 4 times per year
Weed control – 4 times per year

Grass/Lawn Cutting - weekly from April to September. Biweekly for the rest of the year.

1. **Front Walkway Light Posts -** It is imperative that each resident maintain and replace bulbs on their individual light post located in front of their house and assure that the individual light in front of their house is in proper working condition at all times.
2. **Rentals -** Homeowners contemplating renting their home must first seek HOA approval. Prior to occupancy, a refundable deposit in an amount equal to one month's rent must be paid to the HOA to cover any damage that the renter may cause to the common areas. The responsibility of maintaining the property, paying appropriate fees and expenses remains the sole responsibility of the homeowner, and may not be assigned to the renter.
3. **Duration of Rentals -** The minimum duration of a lease must be no less than one year. No subleasing or transient rentals are allowed.
4. **Home Renovation Projects -** If a homeowner is planning a major renovation project, prior to undertaking any work, the project must be approved by the ARC and coordinated with the property manager. Issues such a placement of trash receptacles must be coordinated in advance to avoid any inconvenience to other residents.

I. **<u>Vehicles, Parking and Traffic Rules</u>**

Every homeowner is responsible for their guests (including contractors and vendors).

1. **Traffic Rules -** No more than one vehicle at a time may pass through the community entrance gate.
2. **Speed Limit -** No vehicle may exceed the 20 MPH speed limit throughout the community.
3. **Stop Signs -** Every vehicle must come to a complete stop at every "Stop" sign throughout the community.
4. **License and Insurance Requirement -** Residents shall maintain a current auto registration and all required insurance coverage (at no less than Florida State requirements) for all the vehicles that they operate within the community.
5. **Operable Vehicles -** Only operable vehicles are permitted inside Azura. Inoperable vehicles may not be parked or stored on a lot for more than 24 hours.
6. **Admission to Azura -** No vehicle shall be admitted into Azura without the driver displaying a valid US Driver's License.
7. **Visitors -** All visitors arriving as a passenger in a hired car must furnish a valid Photo ID.
8. **Guest List** - Each resident shall maintain a permanent guest list with the gatehouse of a maximum of 10 family/friends and 10 vendors/service providers.
9. **Admission of Private Trainers, Instructors, Valets, Caterers -** It is not the responsibility of the Gatehouse to verify the credentials of private trainers/instructors or other professionals who are visiting Azura to provide services to residents at Azura common property facilities.
    . Residents must make arrangements in advance and meet with the property manager to supply verification of insurance as required in Section **V**. prior to employing anyone at the common facilities
    a. A private trainer, instructor, valet, or caterer who does not have such required documentation on file will be denied access to Azura
10. **Decals for Admission -** Residents must have decals affixed to their vehicles and use the resident gate; only in an emergency is a resident permitted to enter Azura through the gatehouse.
    . If a resident wishes to gain entrance through the gatehouse, they must show all credentials required of a visitor to enter Azura including their valid Driver's License.
11. **Overnight Parking Restrictions -** Overnight parking of vehicles is not permitted on the street.
    . There is ample parking at the tennis courts and/or the clubhouse for any overnight guests. The intent of the rule is to prohibit overnight parking and keep our roadways safe and clear after dark; since our roadways are narrow.
12. **Midnight Parking Limitation -** No vehicles may be parked on the street after 12 midnight. A vehicle parked on the street will be removed (towed) after 24 hours at the owner's expense.
13. **Parking Violations -** Parking is not permitted that endangers or impedes vehicular or pedestrian traffic. If parked on driveways, vehicles shall not obstruct traffic views of adjoining homes, nor shall they obstruct the abutting sidewalk curb.

. It is never proper to block any sidewalk or fire hydrant.

14. **Parkers May Not Block Access or Park on Grass -** Vehicles shall not impede or prevent ingress or egress to another Resident's driveway or block the mailboxes during normal delivery hours.
    . Parking is not permitted on any grass area.
15. **Parking Must Be on the Right Side of the Street** - Parking is not permitted facing the opposite direction of traffic flow.
16. **Odd-Even Parking -** To assist the flow of traffic, residents, vendors, contractors and invitees are permitted to park only on the odd or even side of the street based upon the house numbers, depending on the month. For example, January is the 1st month therefore it would be considered an Odd month. February is the 2nd month therefore it would be considered and Even month.
    . Parking on the odd side of the street on an even day creates a hazard, especially if oversized vehicles or emergency vehicles require access.
    a. It is the resident's responsibility to inform their guests, contractors and vendors and any other invitee of this requirement.
17. **Odd-Even Parking in Effect Every Day -** Parked vehicles are required to obey the odd-even parking requirement 365 days a year including *Weekends and Holidays.*
    . This rule is to allow emergency vehicles to navigate our streets without delay if they need to enter our community, Violators will subject to fine and towing.
18. **Deliveries -** If a resident is expecting a delivery that will take more than 5 minutes it is the responsibility of the resident to inform the vendor of the odd/even parking requirement and instruct the delivery vehicle to park accordingly.
19. **Trash Pickup Days -** (See **Article II., 14**, above) On trash pickup days, currently Monday and Thursday, street parking is to be in resident's driveways to the extent possible to assist in the passage of the refuse trucks.
20. **Unloading of Oversized Vehicles -** If an oversized vehicle needs to be unloaded at a resident's home the driver will place orange cones in front and behind the vehicle. In addition, the driver will avoid blocking another resident's access to their home and observe all other traffic rules. (See rules for oversized vehicles and movers in **Section II., 9 and 10**, above.)
21. **Surveillance Equipment -** The Board reserves the right to enforce traffic rules through the installation of surveillance equipment.
22. **Issuing Citations for violations of Traffic Rules -** The Board has authorized that Traffic and Parking Citations will be issued for violation of the above rules. The Board may order a fine or other action at its discretion for violations. A person who receives a Citation has the right to appear before the Compliance Committee to contest the allegation. Residents are accountable for the actions of their visitors and may be held accountable for any violations by their visitors, contractors, or vendors.

IV. <u>Pets and Animals</u>

Residents are responsible for any property damage, personal injury, or disturbance, which their pet may cause or inflict. (See discussion of **Nuisance,** Section II. 3., above.)

1. **Control of Pets -** All pets, including dogs and cats, must be hand carried or leashed and be *fully controlled* at all times when not within the property of the pet's owner. No pets shall be permitted to roam unattended when the pet is outside of the Home of the Resident. Residents shall not allow their pets onto other Resident's Property without their permission.
2. **Clean Up -** If a dog defecates on any common area or on another resident's property it is the responsibility of the pet owner to immediately clean up the area. Failure to do so will subject the dog's owner to a fine or loss of common area privileges subject to the Board's discretion.
3. **Limitations** - No animals, reptiles, wildlife, livestock or poultry of any kind shall be kept in Azura except a maximum of three dogs or cats at any residence. However, Pit Bulls, Rottweilers and any other individual dog or animal that has been found to be dangerous by the appropriate authorities shall not be permitted on the premises. Also, fish or domestic birds and other indoor household pets may be kept provided such pets are capable of being kept and cared for in a secure tank, cage, pet carrier or other appropriate container. No animals of any kind may be raised, bred or kept for any commercial purpose.
4. **Service animals** and emotional support animals (ESAs) are permitted as an exception to the above. However, any requests for exceptions must be submitted to Association counsel to confirm that such request meets the legal requirements. Note that Florida statutes criminalizes fraudulent ESA and fraudulent service animal requests.

V. General Rules for Use of All Common Facilities

Residents are responsible to exercise due care when using all common facilities.

1. Residents are also responsible for all invited guests on Azura property.
2. If a resident wishes to hire a private trainer, instructor, valet, caterer or other professional who will be employed on Azura common property at one of the Azura facilities, the resident must first present to the property manager all required documentation including liability insurance and adequate Workers Compensation coverage regardless of if the vendor is otherwise exempt from carrying such coverage under federal and state laws. The liability policy must provide minimum coverage of one million US dollars per occurrence *naming the Azura Homeowners Association as the additional named insured, primary insured and specify "non contributory".*
3. It is the resident's responsibility to provide a copy of such policies to the property manager prior to access being granted to Azura and any of its common facilities.
4. All residents and guests and other invitees of residents must follow all posted rules for use of Azura common facilities.
5. The Board has the authority to post rules, such as CDC Guidelines, for residents their guests and invitees to follow when on common property.

6. No resident is allowed to use any common facility for commercial purposes. This includes the use of Azura facilities to train non Azura residents.
7. Failure to follow the rules stated for use of any common property may result in suspension of a resident or guest's use of Azura facilities, and/or a fine or other enforcement action permitted by law.

VI. Use of the Clubhouse

1. Any owner may request use of the Clubhouse for a private event.
2. The owner renting the facility must obtain a *Facility Usage Request* Application from the Property Manager and satisfy all the stated requirements including payment of the Usage Fee and Deposits to the Azura HOA.
3. The owner renting the facility must meet with the property manager two weeks before the event to ensure that all requirements have been met.
4. If the event may have any visitors who will be arriving by car the owner must contract a valet service to park the guests' vehicles.
5. No less than 14 days /2 weeks before the event, the selected valet service shall meet with the property manager and the resident together to review the Azura parking requirements.
6. At the meeting the valet service must also provide the property manager with a certificate verifying that the valet service has a liability insurance policy and adequate workers' compensation coverage regardless of if the valet service is otherwise exempt from carrying such coverage under federal and state laws. The liability policy must provide minimum coverage of one million US dollars per occurrence *naming the Azura Homeowners Association as the additional named insured, primary insured and specify "non contributory".*
7. It is the resident's responsibility to provide a copy of such policy to the property manager prior to the valet being granted access by the property manager to provide services on Azura common property
8. If a caterer is being hired for the event, they must provide the property manager with a certificate 14 days in advance of the event verifying that the caterer has a liability insurance policy and adequate workers' compensation coverage regardless of if the caterer is otherwise exempt from carrying such coverage under federal and state laws.
9. The liability policy must provide minimum coverage of one million US dollars per occurrence *naming the Azura Homeowners Association as the additional named insured, primary insured and specify "non contributory".*
10. It is the resident's responsibility to provide a copy of such policy to the property manager prior to the caterer being granted access by the property manager to provide services on Azura common property.
11. The caterer must coordinate with the valet service regarding the parking of their vehicles so as not to impede traffic and the Azura parking requirements.
12. In addition the owner will be responsible for any damage to common property and for violation of any and all HOA Rules and Terms of the Usage Agreement which will be deducted from the refundable deposit.

13. The Board will set fees for the use of the Clubhouse. The current $500 rental fee shall also include a separate $1500 refundable deposit, which needs to be paid to the property manager no less than two weeks in advance of the event.
14. If the cleaning of the Clubhouse does not return the Clubhouse to the condition before it was rented additional cleaning will be performed by the HOA and this cost will be deducted from the refundable deposit.
15. A resident renting the clubhouse shall be responsible for the actions of all the guests
16. After the event the owner is responsible to turn off all lights and appliances and lock the Clubhouse.
17. When the Clubhouse is not reserved for a private event, it is available for use by residents daily from 7:00am to 9:00pm.
18. Children 12 and under must be accompanied by a parent or adult caregiver to use the Clubhouse at any time.

VII. Use of the Playground

1. All children using the playground must be actively supervised by a parent or caregiver at all times. Azura shall not be responsible for injuries to children using the playground equipment. It is the responsibility of the parent or caregiver to ensure the safety of their child.
2. No food, alcohol, drugs or glass containers are allowed to be used on the playground.
3. The playground is available for use from dawn to dusk.

VIII. Smoking

No smoking is allowed in any common area unless it has been designated as a smoking area by the Board of Directors.

IX. Use of the Tennis Courts

1. All court reservations must be made on the Azura community website system.
2. Reservations may be made up to two weeks in advance.
3. The courts are available for use from 6:00am to 9:00pm daily.
4. All players must have a confirmed reservation to use a court.
5. The courts are for the exclusive use by residents of Azura. Guests are not permitted on the courts unless playing tennis with an Azura resident.
6. A maximum of one daily reservation and three reservations per week may be made by any household.
7. The maximum length of a reservation will be 1 1/2 hours (90 minutes) of court usage for singles play and 2 hours (120 minutes) for doubles play.

8. A maximum of four players may be on the court at any time.
9. Courts are to be used exclusively for the playing of singles or doubles tennis and no other activities.
10. Pets, bicycles or skateboards are not allowed in the court enclosure.
11. All Azura residents planning on using a tennis instructor for private lessons, must preregister the instructor with the property manager. Failure to do so will result in the instructor being denied access to Azura.
12. The resident must provide verification to the property manager that the instructor has a liability insurance policy and adequate Workers Compensation coverage regardless of if the instructor is otherwise exempt from carrying such coverage under federal and state laws. The liability policy must provide minimum coverage of one million US dollars per occurrence *naming the Azura Homeowners Association as the additional named insured, primary insured and specify "non contributory".*
13. It is the resident's responsibility to provide a copy of such policy to the property manager prior to services being provided on Azura common property; failure to do so will result in the instructor not being allowed to enter and provide services in Azura.
14. Instructors are permitted to use the Azura courts only for private lessons to Azura residents.
15. Group lessons are permitted for Azura residents only and are limited to 4 residents per class per court.
16. Guests are not permitted on the courts unless playing tennis with an Azura resident.
17. Players use the courts at their own risk. Azura is not responsible for injuries to players or their guests.
18. Appropriate footwear must be worn on the court at all times.
19. If it rains or the court is wet all play on the courts must be discontinued.
20. All games must be concluded no later than 9:00pm. At that time, it is the responsibility of the player to ensure that the lights are turned off. In no case may the lights be on after 9:00pm.
21. If a court is not reserved and in use, the lights must be turned off.
22. All players must conduct themselves with proper decorum while on the courts. This is a residential area. Loud noise in the evening is to be avoided.
23. Children aged 12 and under must be accompanied by a parent or adult caregiver to use the tennis courts.
24. No food, alcohol, drugs or glass containers are allowed to be used at the tennis courts. However, anyone using the facility may bring water or a sports drink into the facility so long as it is not in a glass container.
25. No commercial use of the courts is allowed. For example, if a resident is charging an individual for a tennis lesson on an Azura court that use is not permitted; see Section **V. 6**, above.

X. Use of the Fitness Center

Any person who uses the Azura Fitness Center does so at their own risk. Azura assumes no responsibility for use of this facility by owners or their guests.

1. The Fitness Center is available for use from 5:00am to 9:00pm.
2. The Fitness Center is for the private use by Azura residents.
3. Instructors and residents are only permitted to use the Fitness Center for private lessons, group lessons are not allowed.
4. If a resident wishes to hire a personal trainer for training in the Azura Fitness Center the resident must inform the Property Manager in advance to request admission of the trainer with the resident to this facility.
5. The resident must provide verification that the trainer has a liability insurance policy and adequate Workers Compensation coverage regardless of if the trainer is otherwise exempt from carrying such coverage under federal and state laws.
6. The liability policy must provide minimum coverage of one million US dollars per occurrence *naming the Azura Homeowners Association as the additional named insured, primary insured and specify "non contributory".* It is the resident's responsibility to provide a copy of such policy to the property manager prior to services being provided on Azura common property Failure to do so will result in the instructor not being allowed to access and provide services in Azura.
7. Children 12 or under are not permitted in the Fitness Center at any time.
8. It is the responsibility of each person who uses the equipment to bring a towel and wipe equipment after use. Disinfecting wipes will be provided in the Fitness Center.
9. It is the responsibility of each person who uses the equipment to return all equipment to its proper place and to turn off the sauna and steam room equipment before leaving either room.
10. It is the responsibility of each person in the fitness center to maintain proper dress and decorum. That includes the obligation to only use cell phones outside of the gym and to act in a manner to avoid disturbing other users.
11. It is the responsibility of each person to maintain proper distance from others using the facility unless they are spotting for another user.
12. No food, alcohol or drugs or glass containers are allowed to be used in the fitness center. However, anyone using the facility may bring water or a sports drink into the facility so long as it is not in a glass container.
13. No standing on an equipment bench is allowed. At no time are skateboards or bicycles permitted in the fitness center.
14. Users are required to turn off the television when leaving the fitness center. The volume of the television must be kept low so as not to disturb others using the Fitness Center.
15. The thermostat is preset; users are not allowed to change any temperature settings.
16. Up to two guests are allowed in the gym so long as the resident who invited the guest is present.
17. Do not leave any personal possessions in the gym. It is the responsibility of each person to leave the gym the way they found it. Users must be considerate of others using the facility.
1. Group lessons are permitted for Azura residents only.

2. After use of the sauna or steam room the user must turn the equipment off.

XI. Use of the Swimming Pool and Spa (hot tub)

Any person who uses the Azura Pool does so at their own risk. Azura takes assumes no responsibility for use of this facility.

1. It is the responsibility of each person who uses the pool to shower in advance. Any person, regardless of age, who is wearing a diaper (or equivalent garment) is not allowed to use the pool.
2. No food, alcohol or drugs or glass containers are allowed to be used in the pool area. However, anyone using the facility may bring water or a sports drink into the facility so long as it is not in a glass container. No running or excessive noise is permitted in the pool or on the pool deck.
3. Bicycles, motorized vehicles or skateboards are not allowed in the fenced pool area. Pets are not allowed in the pool area unless the pet is an approved ESA or service animal, however ESAs and service animals are never allowed in the pool.
4. It is the responsibility of parents to supervise their children. Children 12 and under must be actively supervised by their parents or a caregiver at all times while in or near the pool. Children 12 or under are not allowed in the pool or on the pool deck without an adult present.
5. Guests are allowed in the pool area so long as the resident who invited the guest is present.
6. A maximum of 14 persons are allowed in the pool at one time. A maximum of 5 persons are allowed in the hot tub at one time.
7. Children 5 years of age or less are not allowed to use the hot tub. Children between the ages of 6 and 14 are allowed to use this facility only if they are actively supervised by an adult. It is not advisable for a child to use the hot tub for any extended period of time because of the extreme heat of the unit.
8. The pool is available for use from dawn to dusk.
9. No Diving is allowed in the pool.
10. It is the responsibility of each person who uses the pool to maintain proper dress and decorum. That includes the obligation to only use cell phones away from the pool and to act in a manner to avoid disturbing other users.
11. Do not leave any personal possessions in the pool area. It is the responsibility of each person to leave the pool area the way they found it. Users must be considerate of others using the pool.

XII. Easements

1. Azura is a “zero lot line” community. Section 8.4 of the Association’s Declaration states, “Owners and Land Owners” shall have an easement over adjacent Lots and Residential Land for purposes of maintenance, replacement and repairs of their Lots, Units, or Residential Land.” Good neighbors allow reasonable access to their property to comply with this obligation. However, this rule requires cooperation by both parties. The homeowner who is requesting access to the

easement should give appropriate notice that entrance is being requested. If maintenance is scheduled no less than 24-hour notice is to be provided. If it is not possible to provide 24-hour notice the homeowner who is requesting access must take reasonable measures to notify the neighbor before access. If a resident has a locked side or rear gate that resident must immediately unlock their gate upon notification that access to their property is requested in regard to necessary maintenance.

XIII. Conclusion

Please understand that these rules are intended to help in maintaining the beauty, safety and security of Azura, maintain consistency within our community, and mitigating conflicts amongst our neighbors.

These rules are also intended to protect the owners' shared financial interests as members of the Azura Homeowners Association from liability and legal expense. To ensure that this takes place, strict adherence to these rules is imperative. Failure to conform to these rules will likely result in fines or restrictions imposed by the Board at its discretion.

A shared ownership lifestyle sometimes requires residents to compromise on their desire or unwillingness to do something in order to promote the overall welfare of the community. We appreciate your understanding of the need for rules and the Board's need to enforce all HOA documents to the full extent of the law.