Liberty Lakes Property Owners' Association, Inc.

COMMUNITY RULES & REGULATIONS

Revised July 22, 2021

COMMUNITY RULES & REGULATIONS

Liberty Lakes Property Owners' Association, Inc.
73 CR 2305 Cleveland, TX 77327
Office (281) 592-0536

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Adopted August 23, 2012, Revised July 10, 2013, Revised October 10, 2013,

Revised August 20, 2015, Revised April 8, 2018, Revised July 22, 2021 with the effective date of April 24, 2021

These Rules apply to every Property Owner, Member and Guest without exception Notwithstanding anything to the contrary, Developer shall be exempt from the Rules.

WELCOME! We ask that you become familiar with these Rules and Regulations.

PURPOSE & AUTHORITY

The Liberty Lakes Property Owners' Association, Inc. ("POA") has the responsibility to create and enforce rules and regulations in order to maintain property values, keep the environment safe and provide clearly understood standards for Property Owners, Community Members and Guests. Declarations within the Covenants, Conditions & Restrictions ("CC&Rs") were created when the Cypress Lakes Subdivisions came into existence in 1972, and with subsequent Amendments, adopted from time to time by the Members of the POA to serve as the governing authority as to the operations, maintenance, zoning and usage of the Cypress Lakes Subdivisions, currently and collectively known as "The Preserve of Texas" ("Subdivision") ("Preserve").

These Rules & Regulations ("Rules") were adopted and may be amended from time- to-time by the Board of Directors of the POA for the benefit of the Property Owners, Members, and Guests of the Preserve. These Rules are intended to safeguard the individual rights and maximize the safety and quiet enjoyment of everyone in the Preserve. These Rules are of equal dignity with and shall be enforceable in the same manner as the CC&Rs; provided, however, in the event of a conflict with these Rules, the CC&Rs shall be the controlling authority.

COMMUNITY MEMBERSHIP CATEGORIES

***POA Members*:** All owners of a lot in the Preserve ("Lot"), whether a resident or a non-resident therein.

***North Side Resident Members*:** Members who occupy a Dwelling, Park Model, RV or Resort Cabin (collectively a "Dwelling") north of Highway 105 and who live in the Preserve full time.

North Side Non-Resident Homeowner Members: Members who occupy a Dwelling north of Highway 105, but do not live in the Preserve full time.

***South Side Resident Members*:** Members who occupy a Dwelling south of Highway 105 and who live in the Preserve full time.

***South Side Non-Resident Homeowner Members*:** Members who occupy a Dwelling south of Highway 105, but do not live in the Preserve full time.

***Lot Members*:** Members who do not have a Dwelling in the Preserve.

***Resort Members*:** persons that have a contractual membership right to enter the Preserve and use the Amenities.

DEFINITIONS

Amenities shall mean the common areas and recreational facilities in the Preserve.

ACC shall mean the Architectural Control Committee appointed by the Board of Directors of the POA.

Assessments shall mean all assessments, dues, annual maintenance fees, and fines, if any, assessed by the POA.

Developer shall mean Liberty Lakes Resort LLC or its successors or assigns.

Dwelling shall mean an improvement to a Lot used as a residence.

Guest shall mean anyone who does not hold title to a lot but may be accompanied in the Preserve by a POA Member or Resort Member.

Family means immediate Family members of a POA Member and shall include (i) two persons married or in a committed relationship living together, (ii) two parents or a single parent rearing their minor child or children, and (iii) parents, siblings, and/or adult

children of a Member residing with an Owner due to health, financial or other needs.

Inoperable Vehicle means a vehicle that has been in a stationary position for more than fourteen (14) calendar days and is apparently inoperable or requires repairs in order to be operable.

Improved Lot shall mean a habitable lot that has water, sewer and electrical service hooked up and operational to the central systems, along with a culvert, pad and driveway, for use as a home, RV or Park Model ("Dwelling") with working restroom facilities.

Members shall mean POA Members and Resort Members.

Membership Card shall mean a card issued to each Member named in a recorded deed to a Lot who is current with all Assessments.

Resident Members shall mean North Side Resident Members and South Side Resident Members.

Significant Other: An individual who resides permanently with a Member, as if in a marital relationship, and who has the same mailing address as the Member.

GENERAL RULES

ENTRY

POA Members: Members have the right to visit their Lots for all purposes other than for habitation.

***Resort Members*:** Resort Members must be current in the payment of (collectively the "Assessments") to enter the Preserve or to use the Amenities.

GUESTS AND CONTRACTORS

All Guests must comply with rules: Guests of the POA or POA Members (Including Contractor's) must comply with the CC&R's and these Rules and Regulations while visiting the Preserve. Notwithstanding anything to the contrary, Developer shall be exempt from all rules and regulations concerning the use of the Association amenities including the swimming pools.

***Guests, POA Members Responsibilities*:** POA Members are fully and financially responsible for their Guests and their Guests' actions. Members and Guests are obligated to comply with these Rules.

Guests, when you must accompany them: All POA Members must accompany their Guests while the Guests are in the Preserve.

Guest and Contractor Entry Restrictions, Guests of POA Members who are not current in the payment of their Assessments are not allowed in the Preserve with the exception of Family as defined herein.

Guests, Lot Owners and Resort Owners must be present for Family and guests: Lot Owners and Resort Owners must be at the Preserve when authorized Family or Guests enter the Preserve.

Guests, Resident Members, how many Guests can I have at my dwelling? Resident Members are permitted unlimited Guests at their dwelling.

Guests of POA Members, Amenity use: POA Members may have up to eight (8) Guests per day use the Amenities at no charge. A payment of a $5.00 per day use fee is payable to the POA per person over six (6) Guests. Day Guests are not required to be accompanied by the North Side Residents/North Side Non-

Residents, RV or Resort Cabin homeowners, except as otherwise required herein as respects adult supervision of children. Guests utilizing the common area facilities outside the Resident Member's Dwelling must comply with current visitation fees and policies.

Contractors: Contractors entering the Preserve are required to maintain general liability insurance, automobile insurance and workers compensation insurance required by the Architectural Control Committee ("ACC") of the POA.

SPEED LIMIT

The maximum speed limit throughout the Preserve is 20 mph.

CHILDREN

When Adult Supervision is Required: Children 12 and under must be accompanied by an adult at all times in the Preserve at the lakes, beach, and river.

When Waiver is Needed: If children are with adults other than their parents, visiting the Preserve on a Group Sponsored Activity, they must provide a signed release from their Parents addressed to the Preserve in order to enter the Preserve. Waiver forms are available at the POA office.

Pickup Truck Passenger Restrictions: Transporting children in the open back of a pickup truck is not permitted in the Preserve.

POOL RULES

Check with the POA Office for pool hours and closures.

South Side Pool: South side pool is for Family use.

Wilderness Park Pool: Wilderness Park pool is for Family use.

Cross Bayou Pool: Cross Bayou Pool is for Family use.

Lincoln Park Pool: Lincoln Pool is an "Adults Only Pool." No one under 21 is permitted.

General Pool Rules: No food, beverage, tobacco products or pets are allowed inside the pool areas with the exception of non-alcoholic drinks in plastic containers. Legal and responsible use of alcoholic beverages is permitted in the Preserve other than the swimming pools.

***Glass**:* No glass containers are permitted within 100 feet of the swimming pools, lakes, beach and pavilions.

Children: Children 14 and under must be accompanied by an adult at all times in the swimming pools.

PETS AND ANIMALS

Animals, General: No animals, poultry or farm animals, other than household pets, shall be maintained on any Lot or in the Preserve (with the exception of horses permitted under the Equestrian Rules). Pets are allowed provided they are not kept, bred or maintained for any commercial purposes, and shall be confined to the Resident Member's Lot. Dogs belonging to Members and Guests must remain on a leash or be penned at all times. At no time is it permitted for dogs to be left unattended or allowed to roam unrestrained in the Preserve or outside of the Member's property.

Household Pets, General: Up to (3) dogs and (3) cats shall be permitted on any Lot provided they are not kept, bred or maintained for commercial purposes. When out-of-doors, pets must have a current license tag, be wearing a collar at all times, be vaccinated for health and safety purposes, fenced in, kept leashed, or kept in a humane enclosure approved by the ACC.

Visiting Pets: Short-term Guests to the Preserve may bring a dog or other household pet for a temporary stay; however, the pet must always remain on a leash or be penned.

Farm Animals, Poultry and Exotic Pets: No animals other than household pets shall be maintained on any lot or in the Preserve.

***Dogs, Leash Requirements**:* No loose dogs are permitted in the Preserve. Dogs must be penned or leashed.

***Dogs, Aggressive Behavior**:* Threatening or attacking behavior of dogs will subject Members and their Guests to a fine as hereinafter provided.

Dogs, License and Vaccines: Dogs must have a current license tag and be vaccinated.

***Animal Aggressive Behavior**:* If an animal repeatedly displays unprovoked, violent or aggressive behavior towards others, bites or mauls another pet or person on the property, this pet and its owner will be subject to behavioral review by the POA. This review is outside of any civil or criminal action that may be taken by other parties.

Animal Owners Responsibility: Animal owners are solely responsible for the actions of their pets while on any portion of the Preserve, whether common areas or a privately-owned Lot.

Pet waste: Pet waste must be removed immediately from common ground areas and along streets.

Horses: A Member or Guest who keeps, brings or rides a horse in the Preserve must first sign a Hold Harmless Waiver holding the POA and the Developer and their respective officers, employees and agents harmless from any damage to property or injury or death to persons. Each Member and Guest must also provide the POA with a satisfactory COGGINS report, which is current within the last twelve (12) months, before the horse will be permitted to enter the Preserve. The Member and/or Guest agree to assume all the risk of usage of the animal in the Subdivision. Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.

PERSONAL AND GUEST VEHICLES

Parking, Household: Each household is permitted off-street parking for up to 3 operational vehicles on the exterior of the Lot, plus two other vehicles which are parked indoors in an approved garage. The exception is for one additional vehicle per overnight Guest.

Parking, General: No parking is permitted on a neighbor's or vacant Lot, including the blocking of any driveway at any time. Guest's vehicles may not be left on the street for more than 8 hours except with special prior written permission of the POA. The POA is not responsible at any time for any loss, damage or theft to any Guest or owner's vehicle(s) left on the street.

Inoperable Vehicles: Inoperable vehicles are not permitted in the Preserve and must be moved within 48 hours of notice to remove the vehicle. A fine of $50 per day will be charged after notice has been given and the vehicle has not been removed. Owners in the process of restoring a vehicle may request in writing from the POA special permission to keep the vehicle on their Lot, with permission being contingent upon the vehicle not being visible from Preserve roads or Amenities.

Vehicle Maintenance: Vehicle maintenance must be performed utilizing environmentally safe and protective methods at all times. No dumping or spillage

of oil products is allowed.

Vehicle Accidents: Any vehicle accident in the Preserve caused by a POA Member or Guest, or by their vehicle, is the sole responsibility of the driver and/or owner of the vehicle. The POA is not responsible for any liability or property damage to a Member or Guest's vehicle(s). Any accident should be reported immediately to the POA office.

ATV, FOUR-WHEELER & UTV RESTRICTIONS

For public safety, animal protection and road maintenance unauthorized operation of ATVs, Four-Wheelers and UTVs are prohibited in the Preserve unless specifically approved by the POA under special circumstances for the purpose of property maintenance or security.

- These types of vehicles may not be brought into the Preserve by any POA Member except for storing of such vehicle by full time North Side, South Side, RV or Resort Cabin Residents. If any other Member or their Guests attempts to bring an ATV, Four-Wheeler or UTV into the Preserve they will be required to unload and park the vehicle at the gate parking area prior to permitted entry of the Member or Guest. The POA is not responsible for any vehicle parked in this area as a result of this prohibition. Fines may be imposed each day the vehicle remains on the property.

- In the event a full time North Side Resident, RV or Resort Cabin Resident or South Side Resident stores ATVs, Four Wheelers or UTVs on his Lot for intended use outside of the Preserve, and the POA then determines that there is unauthorized use of these vehicles within the Preserve, the POA may require the Resident to immediately remove all of these vehicles from the Preserve, and fines will be imposed.

- In the event a Resident Member does not remove the vehicle as required and keeps the ATVs, Four-Wheelers or UTVs in his possession on the property, fines may be imposed daily for each day the vehicles remain on the property, which are enforceable as previously discussed.

MISCELLANEOUS RULES

Bicycles: Bicycles may not be left unattended or unlocked on streets or in common areas of the Preserve. Parental supervision for all children riding bicycles is strongly advised. Bicycles ridden in the Preserve by minors (12 years of age and under) must be ridden under parental supervision.

Campfires: Campfires are confined to designated areas or manufactured fire rings only and should not be left unattended. Seasonal fire bans must be adhered to when posted.

Clothes Lines: Exterior clothes lines are prohibited.

Conduct: Profane language, drunkenness, abusive or threatening behavior, illegal activities, property damage, speeding, driving while intoxicated or overly medicated, drugs or immoral conduct, as defined by state and local laws are not tolerated at any time.

- This behavior in a Guest, defined to be anyone who does not hold title to a Lot, will result in removal from the Preserve on a temporary or permanent basis, and/or prohibition from use of the common areas. This policy will be strictly enforced.

- There is a strict NO TOLERANCE policy for any inappropriate, vulgar, loud, irate or aggressive behavior, particularly toward Preserve staff or any applicable security personnel.

- Any behavior that interferes with the normal operations in any manner of the POA, its office, or any operations of the business of the Preserve will be considered to have abused their rights of access and will be specifically barred from presence in any of these places. Upon written notice of said violation, further presence shall be considered trespassing, and further fines and removal shall be enforceable by the full extent of the law, with fines being assessed as further defined herein.

Fireworks: No fireworks are permitted on the property.

General Lot and Structure Rules: The exteriors of all residential dwellings and other improvements on a Lot shall be kept properly painted or stained and maintained in good condition. Color choices must be approved by the ACC Committee. Improved Lots shall be kept clean and in a neat and orderly condition and free of rubbish, debris or unsightly growth including grass over six inches (6") high. For all Lots, whether improved or unimproved, no trash or refuse shall be allowed to accumulate or remain.

Garbage Disposal: Garbage pickup is available by the POA to Residential Members once a week for a monthly fee. No garbage may be dumped or left anywhere on the Preserve, or in Amenity garbage containers, except during normal usage of the common areas for typical day-use activities. The following rules apply:

- Trash must be securely bagged: cardboard boxes must be crushed/broken down.

- Children are not permitted to play in or around garbage dumpsters in the Preserve.

- Prohibited items include, but are not limited to: flammable, toxic or hazardous materials such as auto batteries, oil and petroleum products and other chemicals, unspent ammunition, pressurized aerosol cans and spray paints. Oversized or bulky items such as furniture, mattresses, box springs and appliances must be removed from the Preserve at personal expense and cannot be left at the dumpsters.

- Garbage service is not to be used for removal of construction debris. POA Members conducting new construction and renovation must have their own or their contractor's dumpsters or collection containers for garbage disposal, and such garbage must be disposed on a timely basis.

Golf Carts: Electric and gas-powered golf carts are permitted for use on the Preserve roads. They are not allowed for off-road use or for driving on the Trinity River beach.

Guns & Weapons: Discharging of firearms and/or Hunting within the Preserve are strictly prohibited.

Hunting: No hunting or trapping is permitted on the property.

Mail: Mail is delivered by the US Postal Service to the Mail Center at the front of the Preserve. Outgoing mail may be placed in the postal service box located at the Mail Center.

Quiet Time: Quiet time in the Preserve is from 10 pm to daybreak, seven days a week, and amenities are closed during this period unless special permission is granted for parties or functions. Please be respectful of your neighbors.

Renting or Leasing Your Property: Any POA Member wishing to rent or lease their Dwelling must file a signed copy of a lease with the POA. The lease term cannot be for less than 3 months and the Property Owner must be up-to-date on all payments due the POA. The execution of a lease by a POA Member to a third-party assigns and delegates the right to use the Amenities from the POA Member to their tenant. After these privileges are delegated to the tenant, the Owner is approved to use the amenities with no more than one (1) Guest and must accompany the Guest at all times. The rights and privileges of the tenant are subject to suspension for violation of the CC&Rs, these Rules and the ACC Guidelines. POA Members are financially responsible for all actions of their tenants and are responsible for payment of the Assessments not paid by their tenant. The POA Member and/or the tenant must provide the POA with evidence of general liability Insurance of at least $100,000.00.

Realtor-Listed Property Showings: Only the POA Member or a real estate agent who has the listing agreement with a POA Member can enter the Preserve to show a Dwelling or Lot listed for sale.

- Either the listing agent or another real estate agent from their office, or the POA Member who owns a Lot or Dwelling for sale must accompany either a potential buyer looking at the Lot or Dwelling or potential buyer's real estate agent.
- Upon listing property Lot or Dwelling for sale, the POA Member shall advise the POA office (**281-592-0536**) the name and contact information for the Real Estate office and listing agent.
- For Sale Signs: are permitted ONLY on developed RV lots, site-built homes and Park Models. The signs must be professionally prepared, not larger than 36" by 48" and attached to the Park Model or Site Built Home. For RV Lots, the sign must be staked as close to the RV as possible. For sales signs are NOT permitted on undeveloped lots.

Smoking: Smoking is prohibited in all enclosed public areas or nearby crowds of people or children. Smokers are required to provide a fire proof container for properly disposing of cigarette butts. Littering of garbage or cigarette butts on common grounds and roads is prohibited.

Soliciting: No peddling, soliciting or trespassing is permitted in the Preserve. POA Members are not to stop other POA Members or Guests on the road or knock on any Dwelling door for the purpose of selling goods or services or soliciting for political donations. The sale of Girl Scout cookies, Boy Scout candy and similar activities may be permitted within the Preserve with special advance permission of the POA on a case-by-case basis.

Special Exceptions: Any POA Member who wishes to delegate his or her rights of enjoyment in the Preserve due to medical or other reasons that do not allow the Member to visit the Preserve with their Family may request a "special exception" to be reviewed by the POA for approval.

Tent Camping: Tent camping is only allowed on an Occupied Developed Lot and tents may only be used for camping purposes for a period not to exceed five (5) days and only on the back of an occupied single-family residence which means an RV, a site-built home, or a Park Model.

FISHING & LAKE REGULATIONS

Fishing General: All applicable state and federal Rules and Regulations apply to fishing within the Preserve. A license is not required to fish in the sub-division lakes, but is required to fish in the Trinity River.

Fishing Methods: Fishing is allowed ONLY by rod and reel or other pole and line methods. Trotlines, throw lines, jug lines and limb lines or nets of any sort are prohibited. Crawfish traps are allowed.

Bow Fishing: Bow Fishing is prohibited unless approved by the POA for lake maintenance of nuisance fish, (such as gar).

Catch and Release: Catch and Release for BASS ONLY. You may keep other fish.

Boats: Boats, including pontoon boats, kayaks and canoes, are permitted on the lakes in the Preserve provided they are no more than eighteen (18) feet in length.

Boat Motors: Only electric trolling motors are allowed for use in the lakes and ponds of the Preserve, except gas powered, trolling motors with 2.5 or less horse-power may be used on Horseshoe Lake and Red-Tail Lake.

Boating and Invasive Weeds: The two largest lakes in the Preserve have been infested for several years with the Salvinia plant brought into the lakes by a boat that had particles of the Salvinia plant on the boat and/or boat trailer. It is against Texas law to transmit the Salvinia plant onto any lake.

- The Preserve cooperates fully with the Texas Parks and Wildlife Department to enforce the 2005 law requiring boaters to remove all vegetation from boats and trailers or be subject to a criminal fine of as much as $500.00 per plant. We will report any violations to the Department. When a boat is brought into the Preserve it is subject to thorough inspection for the Salvinia plant.

- To curb the spread of these invasive species, you are required by law to remove harmful plants and animals from your boat and trailer.

- Before launching and before leaving a boat ramp, you must remove aquatic plants from your boat, motor and trailer. Check all underwater fittings and equipment.
- Dispose of vegetation properly. Empty your bait bucket on land.
- Drain your equipment including the motor, bilges, live wells, bait buckets and cooler.
- Rinse your vessel, propeller, trailer and equipment using a high-pressure washer, if available. Dry everything for at least five (5) days if possible.

AMENITY INFORMATION

RV Site Rentals: Rental rates on RV-sites vary seasonally. A schedule of current rates is available throughout the year at the Sales Office. Minimum stay for RV sites is two nights. The applicable deposit and usage fee shall be charged at the time a reservation is made.

Cancellations are subject to the following terms and deadlines:

- RV-site reservations must be canceled by 12:00 PM (NOON) two days before the scheduled arrival date or the deposit and fees paid will not be refunded. Cancellations made after such deadline will result in loss of the deposit and fees paid.
- A $100.00 cash or credit/debit card deposit will be collected for RV-site reservations for incidentals, such as damage to property, fines for speeding or other violations.
- A $5.00 garbage collection charge is payable at the time of check-in for RV space rentals per week or any portion thereof.
- After the property has been inspected, applicable refunds will be applied to a credit card, or if paid in cash a refund check will be mailed if the property is in the original condition and there are no applicable damages.

Pavilion Rentals: Rental Rates of the Davis Hill Pavilion or the Sunset Beach Pavilion are as follows:

- Reservations can be made for between 10am and 9pm. Must be cleaned up and vacant by quiet hour, 10pm.
- Up to 50 Guests: $200 charge per day including a $200 deposit;
- Over 50 Guests: $500 charge per day including a $200 deposit.
- Security is to be provided by the POA Member making the reservation and is required for over 50 Guests.
- Rental of either Pavilion includes use of the Splash Pad and Put-Putt Golf course.
- Use of the swimming pools is prohibited due to use by other Guests of The Preserve and the possibility to exceed the capacity of the pool.
- No refunds are made due to inclement weather.
- After the property has been inspected, applicable refunds will be applied to a credit card, or if paid in cash a refund check will be mailed if the property is in the original condition and there are no applicable damages.

AMENITY RESERVATIONS BY POA MEMBERS FOR GUESTS

Resident Members: All Resident Members who are in good standing and make RV-site reservations for their Guests need not occupy the rental.

Non-Resident Members: All Non-Resident POA Members who make RV-site reservations for their Guests are specifically required to be on site (the Preserve) at all times.

Reservation Payment: The applicable reservation must be made and paid for by the POA Member making the reservation, including a damage deposit. Extensions of stay can be made solely by agreement of the POA and continued financial responsibility of the POA Member.

POA Member Financial Responsibility: The POA Member making a reservation for a Guest is financially responsible for their Guests' actions of any nature while in the Subdivision.

RESPONSIBILITIES & PRIVILEGES OF MEMBERSHIP

The following responsibilities and privileges are to ensure that all POA Members and Guests have access to and full enjoyment of the Amenities.

POA Member Access to Amenities: As long as Assessments are current, a POA Member is allowed unlimited access to all of the Amenities with the exception of Pavilions and RV-sites when they are being rented out to others.

Lot Maintenance: Lots must be maintained to the standards of cleanliness and neatness set forth in the CC&Rs, these Rules and the ACC Guidelines. If a Lot is not properly maintained, the POA may, where notice is given, if required, enter the Lot to perform any neglected maintenance and costs will be charged to the POA Member.

Persons other than Resident Members residing in Resident Member's Home: A list of each person residing in the Resident Member's home as permitted by the CC&R's must be provided to the POA Office in order to permit the non-owner resident adult access to the Preserve at any time.

RV Lot Requirements: An RV Lot is required to have restroom facilities on the Lot by being connected to the water and sewer systems. The Lot must be connected to electrical service. The use of generators is not permitted as a primary power source except during an emergency situation. The Lot must be improved with a driveway, culvert, (if required by the ACC committee), and pad that meet the minimum requirements of the ACC Guidelines.

RV and Resort Cabin Lot Usage: A Lot may be for RV usage only if it is in an RV designated area, or for Resort Cabin usage only if it is in a Resort Cabin designated area, or when the POA grants a temporary special exception. The POA will review this special exception on an annual basis.

RV Lot Permit Requirement: The Owner of an RV Lot is required to apply for a permit from ACC to improve a Lot and agrees to maintain the Lot in an approved manner as outlined in the CC&Rs, these Rules and the ACC Guidelines. In all of these regulations governing the Preserve, the POA is allowed access to the property to perform any neglected maintenance for which reasonable related costs and fees will be assessed to the Member.

Resort Members, Rates on RV sites: The same responsibilities and privileges applicable to POA Members apply to Resort Members which are governed by the type of memberships purchased and contract documents with regard to rates on RV sites. In order to maintain access to the Preserve, these Members are required to pay on a timely basis all purchase payments and annual fees due as set forth in the individual membership contract.

Amenity Use, Non-Resident Members: Non-Resident Members may utilize the Amenities during the published hours of operation.

LIMITATION OF LIABILITY OF THE POA

NEITHER THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, NOR THE DEVELOPER AND ITS AFFILIATES, NOR ANY SUCCESSOR DEVELOPER AND AFFILIATES SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY OF THE SUBDIVISION. NEITHER SHALL THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE DEVELOPER AND ITS AFFILIATES OR SUCCESSOR DEVELOPER AND AFFILIATES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE DEVELOPER AND ITS AFFILIATES OR ANY SUCCESSOR DEVELOPER AND AFFILIATES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WITHIN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE DEVELOPER AND ITS AFFILIATES OR ANY SUCCESSOR DEVELOPER AND AFFILIATES ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING, OR OWNER OR USER OF AN IMPROVEMENT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE DEVELOPER AND ITS AFFILIATES OR ANY SUCCESSOR DEVELOPER AND AFFILIATES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR

PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

THE OWNERS AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, OR EMPLOYEES, THE DEVELOPER AND ITS AFFILIATES OR ANY SUCCESSOR DEVELOPER AND AFFILIATES AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, EXPENSES, COSTS, LIABILITIES, INJURIES, CAUSES OF ACTION OR JUDGMENTS, INCLUDING ATTORNEY'S FEES AND COURT COSTS, ARISING FROM, RELATED TO, AND/OR CAUSED BY BODILY INJURY OR DEATH, OR DAMAGE TO REAL AND PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, DAMAGE TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS. THIS PROVISION IS INTENDED TO BE BROAD IN SCOPE, AS PERMITTED BY APPLICABLE LAW, AND TO COVER ALL LOSSES SUSTAINED AS A RESULT OF BODILY INJURY OR DEATH OR DAMAGE TO PROPERTY, WHETHER SUSTAINED BY THE OWNERS, AND/OR THEIR OCCUPANTS, INVITEES, GUESTS, AND FAMILY MEMBERS. THE RIGHT OF INDEMNIFICATION SHALL NOT BE AVAILABLE IN THE EVENT THAT AN INDEMNIFIED PARTY IS FOUND BY A COURT OR JURY TO HAVE COMMITTED A WILLFUL MISFEASANCE, WILLFUL MISCONDUCT, OR ACTED WILLFULLY IN BAD FAITH AGAINST THE ASSOCIATION.

The POA's insurance does not cover POA Members for losses to their residence, Mobile Home, RV, Resort Cabin or any of the contents therein. The Member is responsible for obtaining liability insurance and for property damage casualties, including but not limited to, fire, flood, water damage and theft.

VIOLATIONS OF RULES & REGULATIONS

Any violation of these Rules by any Member or Guest constitutes a violation of the CC&Rs that govern the Preserve. Any violation shall be grounds for appropriate actions by the POA and may result in the revocation of rights and privileges as herein outlined. These violations include other reasonable restrictions and/or Rules not specifically stated herein, but otherwise would be included in the reasonable and ordinary course of maintaining the health, welfare and safety of the Members and Guests. In the event a Member is fined, he/she has the right to an appeal hearing within the time frame designated once notified by the POA in a fine letter.

Enforcement of Rules & Regulations

Members and Guests agree to pay and discharge all reasonable costs, attorney's fees and expenses that are incurred by the POA in enforcing any of these Rules. These provisions herein contained shall be binding upon, apply to and inure to their respective heirs, successors and assigns.

Fine Schedule for Violations

Speeding: Speeding violations will result in fines and no warnings are required. A warning is a courtesy only. In the event a Member is cited for speeding in excess of 20 miles per hour, the following penalties will apply:

1st Offense in a 12-month period $35.00

2nd Offense in a 12-month period $50.00

3rd Offense in a 12-month period $100.00

4th Offense in a 12-month period $200.00

5th and each subsequent offense in a 12-month period $400.00

In the event a Member is cited for any other violation committed in the Preserve described herein below, the following fines will apply:

Discharging a weapon $500.00

Hunting or trapping $750.00

Bow Fishing..... $40.00

Smoking in a pool or recreational area..... $20.00

Glass container in pool area..... $20.00

Using pool after hours $25.00

Unaccompanied Members or Guests under the age of 14 using pool..... $50.00

Children using adult pool.....$35.00 per child

Camping in a tent that does not comply with rules .....$25.00 per day

Clothesline use.....$20.00 per day

Dogs running loose $35.00

Offensive or abusive behavior, or using profanity in a common area $40.00

Running a stop sign..... $25.00

Drunkenness or obnoxious behavior in a common area $40.00

Disturbing the peace or excessive noise before 7am or after 10pm..... $35.00

Threatening third persons by behavior or actions $200.00

Harming third persons..... $500.00

Destroying property of POA or third parties..... $200.00 plus repair costs

Killing deer or other wildlife $1,000.00

Posting a sign without a permit .....$35.00 per day

Un-permitted parking of a car or truck on lot .....$35.00 per day

Inoperable vehicle that is not removed.....$50.00 per day

Un-permitted parking or use of an RV on lot .....$50.00 per day

Failure to move un-permitted parking of an RV from a lot or pad....$50.00 per day

Littering $30.00

Disposing garbage in lieu of contracting for garbage collection $25.00

Setting campfire on lot or outside designated areas $50.00

Unattended campfire $50.00

Discharging fireworks $100.00

Leasing or renting a home without POA approval .....$35.00 per day

Failure to keep lot free of trash and debris .....$25.00 per day

Trespassing.....$75.00 per occurrence

Violating burn ban $200.00

Operating a 4-Wheeler, ATV, UTV or illegal vehicle in the Preserve $400.00

Failure to cooperate with POA staff or a security guard $75.00

Daily Fees: Daily fees listed above are assessed from date of notice of a violation until the violation is cured and the POA notified of such remedial action. Repeating an offense listed above in a twelve-month period will result in each subsequent offense being fined at 25% more than the previous fine for such offense. Any violation of the CCRs, the ACC Guidelines or the Rules not listed above will be assessed a fine appropriate to the severity of the offense and in relation to similar offenses.

Penalty Charges: Penalty charges are due and payable at the time they are received by the Member. Members are responsible for the actions of their Guests. If the Guest is fined, this fine will be assessed to the Member as a result of his Guest's Rules violations.

Member's Guests who commit violations: A Member's Guest who commits any of the violations listed hereinabove is subject to a permanent ban from the Preserve based on the severity of the offense and/or frequency of violations at the discretion of the Association.

GENERAL INFORMATION

Emergencies: In the event of emergency call 911.

Complaints: Any complaints by Members must be in writing to the POA and filed at the POA office during business hours, unless the issue involves an emergency.

MODIFICATIONS & AMENDMENTS

The POA reserves the right to amend these Rules from time to time as needed. Members will be given due notice of any changes or amendments. Current Rules will be available upon request from the POA Board of Directors. Any breach of these Rules and Regulation may be cause for eviction, and/or other appropriate action. A request for an exception to these Rules may be made to the POA Board by written submission to the Board. Special circumstances will be reviewed by the POA.

ACKNOWLEDGED, PASSED and ADOPTED BY BOARD OF DIRECTORS.

These Rules have been reviewed and duly adopted by the Board of Directors of Liberty Lakes Property Owners' Association, Inc. at a Board Meeting held on August 20, 2012.and revised at Board of Directors meetings on July 10, 2013, October 10, 2013, August 20, 2015, April 8, 2019 and April 24, 2021.