LEXINGTON CLUBHOUSE ASSOCIATION

Rules and Regulations for the Lexington Pool, Facilities and Grounds

Subdivision: Lexington Estates, Family Last Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lot # \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All members, lessees, vendors and employees are subject to the terms included in this Agreement. The Agreement is between Lexington Clubhouse Association (“**LCA**”) and members as accepted by LCA including members of the Lexington Estates Homeowner’s Association, Inc. (“**Lexington Estates**”) and any other future member which can include residential users from the Lexington PUD and other members accepted at the sole discretion of LCA. The LCA properties are considered a private club whose members agree to follow the rules and regulations shown below and which may be changed and modified by LCA at any time. The facilities are to be used for purposes typical for a family atmosphere including young children. The cost of Membership for Phase I owners is an annual payment of $420 if you are in phase I (lot 1 to 144). If Phase II or higher it is included in your monthly dues.

1. A Member includes the persons living in one (1) home which is limited to the adults and related children who are full time occupants of such home in Lexington Estates, Lexington PUD and those third party Members accepted by LCA. To register for use of the Facilities, members shall fill-out the form included below and, at the time of registration, provide: (i) a family photograph containing all family members residing in the home; and (ii) one of the following for all family members: (a) a driver’s licenses, or (b) a birth certificate for a child without a driver’s license. A family photograph can be taken at on-site at the time of registration.
2. Members and their approved guests are required to sign in through the access control point each time you enter the facility. The point of access for the pool property, pool building, and any other improvements constructed from time to time in connection therewith (collectively referred to hereinafter as the “**Facility**” or “**Facilities**”) is through the main gate at the southwest corner of the pool building. Entry to the Facility may be denied if proof of membership is not available. A photo ID may be required of you each time you enter the Facility’s access control point (“**Access Control**”). The Access Control may be changed in the future. The Access Control will generally be by thumbprint scanner as recorded during the sign in period. If the thumbprint scanner hardware is not working properly then a photo ID will be required or an access fob may be issued.
3. LCA may contract with a third party for the oversight of the entry Access Control and other Facility oversight services.
4. LCA (and all applicable third party managers) retains the right to remove from the Facility and/or suspend the membership of anyone who refuses to follow these Rules and Regulations or who, in the sole discretion of LCA or LCA’s agents, demonstrates conduct not appropriate for a family atmosphere.
5. The hours for entry into the Facility are set forth on Exhibit A attached hereto. The hours may be changed at the discretion LCA without prior notice.
6. Special events may be allowed at the Facility at the discretion of LCA. Special events may require insurance, security deposits, security enforcement and fees at the discretion of LCA. Members desiring to host an event at the Facility shall request and complete the application therefor provided by LCA, and upon LCA’s prior written approval of such application, the member may host the event at the Facility in accordance with the strictures of LCA’s approval.
7. Access may be denied for reasons solely at the discretion of LCA.
8. Members are responsible for their family members, guests and invitees. Members may be held responsible for any and all actions of their guests.
9. The Facilities are to be used in a family atmosphere appropriate for young children. Any behavior that threatens the use of the Facilities by families including young children will be cause for removal of the person or persons engaging in such behavior from the Facilities or suspension of the membership of such person or persons, as set forth in Item 4 above.
10. Guests who wish to use the Facility must be accompanied by a member who is at least 18 years of age. LCA may establish and charge a guest fee for access to the Facility at any time in its sole discretion.
11. The number of guests is limited to one per member (household), subject to any limitations, rules or regulations imposed on the Facilities by any applicable governmental authorities. More than one guest may be approved by LCA if capacity as determined by LCA allows it and the Facility is not overcrowded. Any guest over one may be subject to a daily use fee to be determined by LCA.
12. Use of the Facility is restricted first to the members. Guests may be allowed only when there is adequate capacity and may be asked to leave in the event of diminished capacty. Members will have priority for use of the Facilities. The capacity of the Facilities is determined by LCA and shall not exceed the maximum capacity established for the Facilities by the Louisiana State Department of Health and Fire Marshal. Members’ use of the Facilities may be time-limited in order to accommodate levels of high demand while complying with occupancy limits or restrictions imposed on the Facilities by any applicable governmental authorities.
13. Members, their children and their Guest while utilizing the Facility shall refrain from behaving in a loud, obnoxious or profane manner that would impact the use of the Facility by other members, and employees. Members and their guests shall not threaten the rights, comfort, health or safety of others, including the employees on duty in any way.
14. Alcoholic beverages may be allowed if stored in the proper containers as determined by LCA until alcoholic beverages are legally sold onsite. Glass bottles are not permitted at the Facilities. Other beverages may be restricted at the sole discretion of LCA.
15. Food and specific food containers may be restricted at the sole discretion of the LCA.
16. The following items are prohibited:
17. Weapons of any kind to include but not limited to knives, firearms, clubs or anything that would cause bodily harm to another person.
18. Pets of any kind, whether on a leash or carried unless that pet is a certified and licensed service animal or guide dogs which have been specifically trained in the purpose of a service animal. To the extent allowed by law, any service animal may be restricted to the outside of the Facility once access has been granted to the Member.
19. Other pets not designated as a licensed service animal are not allowed on the Facilities in any manner.
20. Controlled substances of any kind.
21. Glass containers of any kind.
22. See through or in appropriate clothing that does not cover genitals or other body parts usually covered in a family pool, tennis or clubhouse facility.
23. Thong bikini clothing for men or women.
24. Smoking (including, but not limited to, tobacco use of any kind and/or use of any vaporizer product) unless designated by LCA for use in a specific area.
25. No vehicles shall be left in the Facility parking lot after hours without prior approval by LCA, which approval shall be evidenced by a hang-tag provided by LCA to be placed in any such authorized vehicles. Vehicles left for more than 24 hours shall be considered abandoned and subsequently towed at the owner’s expense.
26. The parking lot shall not serve as a work area for any purposes other than improvements approved by LCA to the Facility. No smoking or consumption of alcohol is permitted in the parking lot areas.
27. Smokers are required to dispose of their butts in proper manner that will include a smokers buddy or sand bucket. Smokers shall completely distinguish their smoking products. Anyone caught throwing butts or used tobacco products or other smoking products onto the grounds of the Facility may be removed from the Facility and fined a minimum of $25. Smokers are responsible for any damage to the Facilities or clean up required.
28. WIFI, internet access and computer services may be provided by LCA. These electronic services shall not be used by Members for commercial purposes or other illegal activities including but not limited to pornography, personal information transfers, or visiting online websites that trade in illegal activities.
29. Use of the televisions is at the discretion of LCA. Attempts will be made to accommodate members’ requests for showings on the televisions. LSU football, basketball and baseball shall be the priority on at least one of the televisions.
30. Music will be the priority for the pool speakers and will be determined by the LCA. Specific requests may be considered. Music that includes cursing, curse words or inappropriate themes shall not be allowed.
31. LCA is not responsible for loss of your personal data or information.
32. Any game activities provided by LCA are subject to common rules for that game. Individuals are responsible for proper use of the games and equipment and shall be responsible for any damage caused to any game equipment, including, but not limited to, damage caused by throwing toys or balls.
33. Members causing damage to the Facility or furnishings of the Facility are responsible for the repair or replacement of damaged items. Any repairs allowed shall be at the discretion of LCA and would be required to meet like new conditions.
34. Specific rules for the pool area of the Facilities are as follows:
35. There is no lifeguard on duty. Use the pool and related Facilities at your own risk.
36. Diving head first or jumping in the pool in an unsafe manner is not allowed.
37. Entry and exit from or into the pool must be at the steps using the hand rails and sides unless using the slide.
38. Use of the slide is restricted to children of the minimum age of 7 and must be accompanied and supervised by an adult related to the child. Only one person at a time is allowed on the stairs or slide equipment. Those waiting to use the slide must wait on the pool deck until the person using the slide has gone into the water.
39. No one shall slide until the area below the slide is clear or persons, flotation devices or other things.
40. Anyone using the slide must know how to swim well or have a related adult that can swim accompanying the user at the step up and in the water.
41. The adult member supervising the child is specifically responsible for all injuries to any child using the slide equipment.
42. All children below the age of 7 are restricted from using the slide equipment. All children between the ages of 7 and 11 must be accompanied by an adult supervisor and must be able to swim. If the member allows children or guest children to swim or use the slide equipment they accept responsibility for that user and their ability to swim well. In the event that members do not comply with these provisions regarding the use of the slide, LCA reserves the right, in its sole discretion, to discontinue use of the slide or remove the slide from the Facilities.
43. Use of the Facility, including the pool and related pool equipment such as the slide, constitutes a specific waiver of liability for any personal injury or damage in favor of LCA, its employees, managers or owners.
44. Persons with open sores or wounds shall not be allowed into the pool.
45. Food is restricted to the covered porch area and shall be eaten there and when complete all food trash deposited into a designated trash receptacle.
46. LCA reserves the right to close the pool periodically for maintenance or repairs.
47. LCA reserves the right to close the pool at any time or to take any action it deems necessary to control any disturbances that interfere with the peace and comfort of other members, employees or managers.
48. Objects or any nature (Frisbees, balls, hard objects and water guns) are not permitted to be thrown in the pool area or specifically at someone in or around the pool.
49. Running, rough play or dangerous activities are specifically restricted and shall not be allowed.
50. The metal pool furniture or any direct metal surface shall not be placed into the pool. Water covered sun deck furniture or other materials shall be plastic with no sharp edges that would damage the pool surfaces. Members may bring their own plastic seats or lounge chairs as long as they are not larger than that fitting one person. All member-owned chairs or seats must be approved by LCA prior to bringing them into the Facility.
51. Anyone using the pool must bring their own towel to dry off and must be clean or use one of the showers to rinse off before entering the pool.
52. Pool clothing shall be appropriate for family and children as determined by LCA and previously addressed in this agreement.
53. All children under the age of 17 that wish to swim shall be accompanied by an adult supervisor.
54. All persons of any age that wish to swim must be able to swim well or be accompanied by an adult that can swim well and is responsible for that person and their own well-being and safety.

Lexington Clubhouse Association reserves the right to change these Rules without prior notification. If any member or group of members are not up to date of their HOA dues or payments to LCA they will not be allowed use of the Facility until such time and the payables have been up to date. If any outstanding fees or expenses or charges or not brought up to date at the request of LCA, use of the Facility can be suspended.

Cameras and security equipment are in use in and around the Facility and pool area. LCA will make reasonable efforts to restrict access of these images but all images and recordings are the property of LCA.

LCA may but are not required to make changes or improvements or add improvements to the Facility. LCA will maintain the current facility in good condition for the enjoyment and use of its members.

Future improvements to the Facility may require additional monthly costs of its members. If the tennis courts and clubhouse/workout improvements are added in the future, the monthly dues costs will be increased in a reasonable amount equal to local YMCA dues but not to exceed $55 per month plus any Sales Tax required by Governing Authority. Said monthly dues shall be indexed to inflation every three years and can be increased if additional Facilities are added or major renovation is required due to damage or need for expansion.

The following additional rules regarding members’ use of the Facilities are hereby instituted for the purpose of accommodating members’ use of the Facilities during the COVID-19 pandemic. In the event that any of the following provisions related to use of the Facilities during the COVID-19 pandemic conflict with the other rules and regulations of the use of the Facilities set forth herein, the provisions below shall apply.

1. Guests are not permitted to access or use the Facilities.
2. Any member which has experienced any symptom of COVID-19 within the previous fourteen (14) days shall not be permitted to access the Facilities.
3. Members shall be required to bring their own hand sanitizers or other disinfectants to access the Facilities.
4. Members shall be required to wear masks or other face coverings at the Access Control to enter the Facilities and when in close proximity (within six (6’) feet) of others. USE OF FACE COVERINGS WHILE IN THE POOL IS EXPRESSLY PROHIBITED.
5. Members shall be required to sanitize any pool equipment, such as pool chairs or loungers, prior to use. All pool chairs and loungers shall be oriented to maintain at least six (6’) from other pool chairs and loungers.
6. Members shall wash hands and use hand sanitizer frequently while using the Facilities. Members shall be required to use respiratory etiquette while using the Facilities, including covering all coughs and sneezes.
7. Members shall not share items such as pool toys, goggles, nose clips or snorkels within anyone outside of immediate family members
8. Members shall be required to comply with social distancing requirements promulgated by applicable local, state and federal authorities, which includes maintaining at least six (6’) feet of space from others where possible.
9. Members shall be required to bring their driver’s license to access the Facilities.
10. LCA shall have the right to designate certain times as “adult-only” for use of the pool.
11. LCA may revise any of the foregoing Rules and Regulations imposed as a result of the COVID-19 pandemic at any time in its sole discretion in order to comply with all applicable governmental health directives.
12. Any personal items or clothing that are left at the Facility shall be disposed of each evening. Electronic devices left at the Facility shall be held in plastic bags.

The member listed below, on behalf of themselves, their spouse, children, family members and guests, hereby agrees to indemnify, defend, and hold Lexington Clubhouse Association, Lexington Land Development, LLC, Greg Flores, and their respective members, managers, officers, agents, consultants and employees harmless from and against any and all claims, damages, liabilities, judgments, losses and expenses, including, but not limited to, attorneys’ fees, court costs and litigation expenses, arising out of, resulting from, or in connection with: (i) the use of the pool, pool facilities, slides, diving boards, tennis courts, clubhouse, and recreational amenities (collectively “**Facilities**”); (ii) any failure to comply with these Rules and Regulations; and (iii) loss of life, personal injury, pandemic, sickness and/or property damage in connection with the Facilities. The obligation to indemnify, defend and hold harmless shall apply regardless of any negligence or misconduct by Lexington Clubhouse Association, Lexington Land Development, LLC, Greg Flores, and their respective members, managers, officers, agents, consultants and employees.

By signing below the member acknowledges this provision and all provisions of this Agreement and Rules and Regulations including pages one through eight whether or not each page is numbered or specifically dated or initialed. They also give LCA the authority to act as the steward of the Facility and the right to modify or change the Rules and Regulations without specific notification at any time. If it is judicially determined that any of the indemnity or defense obligations hereunder are invalid, illegal, or unenforceable in any respect, said obligations shall automatically be amended to conform to the maximum monetary limits and other provisions in the applicable law for so long as the law is in effect.

The above is agreed to on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 for all persons and guests of any address included in Lexington Estates Subdivision, future residential users of Water’s Edge, future residential users in the Lexington PUD and other members as determined by LCA:

Member Head of Household (must print legibly) Driver’s License:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adult person in household (16 years and older) Driver’s License\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adult person in household (16 years and older) Drivers License:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adult person in household (16 years and older) Drivers License:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child in household #1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child in household #2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child in household #3:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child in household #4:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child in household #5:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lexington Clubhouse Association: (printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Exhibit “A”

June 6 – August 10

Monday: CLOSED

Tuesday – Saturday: 11 am – 8 pm: LIFEGUARD ON DUTY

Sunday: 12 pm – 8 pm: LIFEGUARD ON DUTY

August 11 – September 7

Monday: CLOSED (Open Labor Day 11 am – 7 pm)

Tuesday – Friday: 12 pm – 7 pm: SWIM AT YOUR OWN RISK\*

Saturday: 11 am – 8 pm: LIFEGUARD ON DUTY

Sunday: 12 pm – 7 pm: LIFEGUARD ON DUTY

September 8 – October 31

Tuesday – Sunday: 1 pm – 6 pm: SWIM AT YOUR OWN RISK\*

\*Phase II Business opening rules will dictate how SWIM AT YOUR OWN RISK will be managed.

Social Distancing and Sanitizing are the responsibility of Members. Driver’s license ID required.

Mask required when checking in. Use the Sanitizer station prior to using fingerprint reader

Must show ID and be current on all HOA and Member dues and In Good Standing

Children age 15 and under must be accompanied by Parent or Guardian

No guest are currently allowed. This may change in the future.

Occupancy limited to 40 people per Session. There are Three Sessions per day.

Session sign up for a particular date will be available two days prior.

Sessions are as follows: 11 am to 2:00 pm, 2:30 pm to 5:00 pm and 5:30 pm to 8:00 pm

Use <https://secure.selaaquatics.com/reservation/lexington> sign up for a session. One session is allowed per day.

Email a request for a Membership Document to Laci@FloresConstruction.com and Greg@LexEstates.com and a DocuSign copy will be sent to you.

Phase Two Pool Safety Guidelines are available at https://opensafely.la.gov