



## COMMUNITY FACILITY POLICIES

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### RULES & REGULATIONS

Adopted 1/31/2017 Revised 4/26/2024

The Legacy at Jordan Lake Homeowners' Association, Inc.

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## DEFINITIONS

**"Additional Users"** - Shall mean any Person or Persons who prove permanent residence in the same Unit.

**"Amenity Management"** - Shall mean any and all employees or representatives of the Homeowners Association, Board Members, or Homeowners Association Management Company who are charged with the operation of the Community Facilities.

**"Association"** - The Legacy at Jordan Lake Homeowners' Association, Inc., a North Carolina nonprofit corporation, its successors or assigns. [\[CCR 1.6\]](#)

**"Board of Directors"** or **"Board"** - The Body responsible for administration of the Association, selected as provided in the By Laws and generally serving the same role as the board of directors under North Carolina law. [\[CCR 1.7\]](#)

**"Commercial Purposes"** - Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

**"Common Area"** - All real and personal property, including, without limitation, the private roads, gate houses, gates and other controlled access facilities within the Properties, any swimming pool and clubhouse facilities and all easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area. [\[CCR 1.11\]](#)

**"Community"** - Shall mean the Legacy at Jordan Lake Community. The real property described in the governing Declaration of Covenants, Conditions, and Restrictions of Legacy at Jordan Lake.

**"Community Facilities"** - Shall refer to the buildings, areas and improvements within the Common Area owned by the Association. This includes, but is not limited to, gate houses, gates, controlled-access areas, swimming pools, clubhouses and recreational areas.

**"Community Facility Policies"** or **"Policies"** - Shall mean all guidelines, rules, resolutions and policies of the Association, as amended from time to time. Such policies may be enforced by Amenity Management, the Community Manager, the Board of Directors, and designated representatives thereof.

**"Community Manager"** - Shall mean the Association's management company, including its employees and agents, contracted by the Association to manage the operations of the Association.

**"Guest"** - Any person that accompanies a Member or Resident in utilizing the Community Facilities.

**"HOA Property"** - Shall refer to both the Common Area and Community Facilities, in addition to, but not limited to, entrance features, sitting areas, drainage facilities, irrigation facilities, communications and/or

## RULES & REGULATIONS FOR COMMUNITY FACILITIES

other utility facilities, lakes, ponds, retention ponds, streams and dams, Trail System, walkways, and other improved areas.

**"Lessee"** - Person(s) leasing/renting a residential Unit in the Community.

**"Member or Resident"** - A person entitled and subject to the Common Area and Community Facilities as governed by the Declaration of Covenants, Conditions, and Restriction of Legacy at Jordan Lake. This may include Additional Users. [\[CCR 1.27\]](#)

**"Neighborhood"** - A separately developed area within the community in which Owners of Units may have common interests other than those common to all Members of the Association. [\[CCR 1.30\]](#)

**"Neighborhood Assessments"** - Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 8.1 and 8.4 of the governing Declaration of Covenants, Conditions, and Restriction of Legacy at Jordan Lake. [\[CCR 1.31\]](#)

**"Owner"** - One or more Persons who hold the record title to any Unit, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded land sales contract and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is owned by more than one Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner. [\[CCR 1.34\]](#)

**"Person"** - A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any legal entity. [\[CCR 1.35\]](#)

**"Recreational Vehicle"** - Shall include, without limitation, motor homes, mobile homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-karts, golf carts, campers, buses, commercial trucks and commercial vans. [\[CCR 10.4\(b\)\]](#)

**"Resident Identification"** - Shall mean an electronic identification card, fob, or other form of identification which has been issued by the Community to a Resident or Owner.

**"Trail System"** - Those paved or unpaved portions of the Common Areas identified as "Trails" on any of the plats or otherwise designated as part of the Trail System subsequently by the Declarant or the Association. Declarant or the Association may designate portions of the Trail System for use exclusively as pedestrian trails for walking and running only. [\[CCR 1.46\]](#)

**"Unit"** - A portion of the property legally subdivided pursuant to one of the plats, whether improved or unimproved, which may be independently owned and conveyed, and which is intended for development, use, and occupancy as an attached or detached residence for a single family. [\[CCR 1.47\]](#)

## COMMUNITY USAGE POLICY

1. Persons using the Community Facilities do so at their own risk. The Community Manager and Amenity Management are not present to provide supervision, personal training, exercise consultation or athletic instruction, unless otherwise noted, to Residents or Guests. Persons interested in using the Community Facilities are encouraged to consult with a physician prior to commencing a fitness program or other activity.
2. Residents shall be liable for any property damage and/or personal injury at the Community Facilities, or at any activity or function operated, organized, arranged or sponsored by the Community or its contractors, caused by the Resident, his/her family member, or his/her Guests.
3. By using the Legacy's facilities, Persons understand and consent to the Community's use of any pictures of themselves, their family, and/or guests (whether in video or print format) for promotional purposes in connection with any Community event or activity. This includes, but is not limited to, The Legacy at Jordan Lake's website, newsletters, and social media channels.
4. Use of the Common Area for private events, Commercial Purposes, or any other use outside of general recreational or HOA sponsored activities, require the explicit approval of the Homeowners Association for such activities to occur. Requests can be made by emailing the management company. Failure to abide by such standards could result in forfeiture of use of Common Area privileges or other sanctions.
5. No modifications, additions, or alterations shall be made to any HOA property without the explicit knowledge and approval of the Board.

**Conduct** - Upon accessing the Community Facilities and within the Common Area, all Residents & Guests are expected to:

1. refrain from abusive and/or disruptive behavior in the Common Area and Community Facilities. Abusive or disruptive behavior includes, but is not limited to, failure to comply with requests of Amenity Management, the use of profanity, derogatory comments, harassment, threats, yelling, or physical gestures, towards other Residents and/or Amenity Management.
2. conduct themselves in a responsible, courteous, and safe manner in compliance with all Community Facility Policies and Covenants, Conditions and Restrictions governing the Community.
3. abide by and comply with any and all Federal, State, Local laws and ordinances and Community Facility Policies while present at or utilizing the Community Facilities and shall ensure that any minor for whom they are responsible also complies with the same.

## COMMUNITY USAGE POLICY (cont'd)

**Enforcement** - Please refer to **SUSPENSION & TERMINATION OF PRIVILEGES** on page 13 for further information.

1. Violation of the Community Facility Policies, and/or misuse or destruction of equipment within the Community Facilities, may result in the suspension or termination of usage rights and privileges at the Community Facilities with respect to the offending Resident or Guest, including Additional Users if deemed appropriate in the sole discretion of the Board. The Community may pursue further legal action and restitution for destruction of Community Facilities property or equipment. [\[CCR 4.3\(e\)\]](#)
2. Loitering is not permitted at any Community Facilities, including attempts to linger around, tailgating behind other members for access to the amenity, or to gain access to an area outside of the established schedule.
3. All trespassers will be reported to the local authorities.

**Hours** - All hours of operation for the Community Facilities, including holiday schedule, will be established and published by the Association. Please refer to **LEGACY POOL MAP** on page 18.

Pool & Pool Deck – Dawn to Dusk (April 27, 2024 to September 28, 2024)

Pool Pavilion Area – Dawn to Dusk (per pool permit restrictions)

Bathrooms - 24 hours (Separate Men's & Women's Rooms for pool and other use). Please refer to **LEGACY POOL MAP** on page 18 for location.

Clubhouse – 5:00 am to 11:00 pm (No wet bathing suits or feet; dry off before entering)

Tennis/Pickleball Court – Dawn to 10:00 pm

Fitness Center – 24 hours

**Emergencies** - After contacting 911, if required, all emergencies and injuries must be reported to the office of the Community Manager 919-757-1718.

*The Amenity Management shall have the ability to close any portion of the Community Facilities in its entirety, for any necessary health or safety precautions. (i.e. Thunderstorms, Fecal Accidents, etc.)*

## **COMMUNITY FACILITIES ACCESS** [\[CCR 2.1\(f\)\]](#)

### **Resident Identification & Entry**

Two (2) Resident Identifications will be issued per place of residence within the Community. The purchase of additional lost or stolen Resident Identifications shall be \$25.

1. All Residents must have their assigned Resident Identification upon utilizing Community Facilities.
2. Residents must present their Resident Identification upon request from Amenity Management.
3. All Residents will be required to provide proof of Community residence. A maximum of four (4) additional Resident Identifications can be purchased for Additional Users.
4. Residents may have no more than six (6) total people (Resident and Guests) using a Community Facility at one time.
5. Residents are not to allow access entry to another Resident to the Clubhouse or any Community Facility, even if known to them. Each Resident is to gain access to the Community's Facilities, utilizing their individually issued Key Fob. Association privileges may be denied when a Resident's account has been suspended for various reasons.
6. All lost or stolen Resident Identifications should be reported immediately to Amenity Management. Otherwise, activities associated with access using the Resident Identification will be the responsibility of the assigned Resident.

### **Lessee Privileges** [\[CCR 2.1\(c\)\]](#)

1. Owners who lease their residential Units in the Community shall have the right to assign their usage rights to their Lessee(s).
2. In order for the Lessee to be entitled to use the Community Facilities, the Lessee must register for a Resident Identification and have a release provided by the Owner with a timeline to match the lease terms. An Owner may not hold usage rights to the Community Facilities during the same time period in which they are delegated to a Lessee.
3. The Lessee shall provide an executed lease agreement and proof of residency to acquire the Resident Identification. [\[CCR 10.5\]](#)
4. A Lessee who acquires a Resident Identification shall be entitled to the same rights and privileges to use the Community Facilities.

## COMMUNITY FACILITIES ACCESS (cont'd)

**Guest Policy & Privileges** - Residents are responsible for informing their Guests of all rules and regulations, and for any damage caused by Guests. [\[CCR 4.3\(a\)\]](#)

1. Immediate family members staying with a Resident, not living in the Community, do not need to be accompanied by a Resident. Unauthorized use of a Resident Identification can lead to suspension from the Community Facilities.
2. **Guest Policy:**
  - a. Guests must be accompanied by a Legacy Resident at all times while using the Community Facilities unless authorized by the Association.
  - b. A maximum of four (4) Guests per Lot is permitted at one time. **Note:** During busy times and holidays, maximum total of Guests and Residents is six (6).
  - c. Nannies or babysitters must receive prior written approval from Association management before using the facility with a Resident Identification.

## GENERAL COMMUNITY FACILITIES PROVISIONS

**Authority** - *Amenity Management shall have full authority to enforce these policies.* [By-Laws 3.21]

1. The Association reserves the right to provide programming, in its sole discretion.
2. The Association has the authority to reserve certain areas for programming that are not able to be reserved by Residents. [CCR 11.10]
3. The HOA Board reserves the right to:
  - a. amend, modify, or remove, in part or in their entirety, these Community Facility Policies when determined necessary in its sole discretion. [CCR 2.1(c)]
  - b. suspend the right of an Owner to use recreational facilities within the Common Area. [CCR 2.1(d)], [CCR 4.3(e)]
  - c. impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility. [CCR 2.1(f)]
  - d. restrict Owners from using the Common Area during special activities for no more than seven (7) consecutive days. [CCR 2.1(j)]

**Supervision of Minors** - Children at or younger than the ages listed below **must** be accompanied by a parent or legal guardian 18 years of age or older, unless specifically stated elsewhere in these policies.

Age 8 - Playground, Event Lawn

Age 12 - Tennis/Pickleball Courts

Age 12 - Swimming Pools

Age 14 - Fitness Center

Age 8 - Golf Course

**Safety & Security** - *Only Amenity Management is allowed in the service areas of the Community Facilities.*

1. Firearms or any other weapons are not permitted in any of the Community Facilities. [CCR 10.14]
2. Fireworks of any kind are not permitted anywhere on the HOA Property, unless for an Association-approved event.
3. All trespassers will be reported to the local authorities.
4. Trespassing is prohibited on all designated storm water treatment, wetland conservation and/or mitigation areas located on Common Area property.
5. Hunting is strictly prohibited anywhere on HOA Property. [CCR 10.14]
6. Fires and cooking are not permitted anywhere on the HOA Property, unless for an Association-approved event.
7. Camping is not permitted anywhere on the HOA Property, unless for an Association-approved event.

**Signs** - Signage shall be restricted on Community Facilities. On a case by case basis, signs may be allowed for specific uses and periods with prior approval from ARB. [CCR 9.4(b)i]

## GENERAL COMMUNITY FACILITIES PROVISIONS (cont'd)

### Pets & Other Animals

1. Pets and other animals are prohibited from entrance into all Community Facilities, including but not limited to the pool, pool deck, clubhouse, golf course, tennis/pickleball courts, and fitness center. [CCR 10.7]
2. Where service animals are permitted, they must be leashed. [CCR 10.7]
3. Residents are responsible for picking up after all pets as a courtesy to others and in accordance with the law. [CCR 10.7]
4. Horses are not permitted on HOA Property unless for an Association-approved event.

### Smoking, Alcohol, & Drugs

1. Smoking is not permitted anywhere in the Community Facilities.
2. Alcoholic beverages are prohibited unless provided in a community-sponsored event or otherwise stated.
3. Gambling [NC §14-292] and any illegal activity is prohibited in the Clubhouse and on HOA common property.

### Vehicles & Golf Carts - *Wheeled Recreational Vehicles are strictly prohibited on tennis courts, pool deck, pavilion, clubhouse, fitness center, trails, or golf course, unless stated otherwise.*

1. As used in this section, the term "vehicle" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and Recreational Vehicles.
2. Standard private passenger automobiles, "sports-utility vehicles", "minivans" (as such vehicles are commonly referred to, as determined in the sole discretion of Amenity Management) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles.
3. Recreational Vehicles may be operated on the streets within Legacy at Jordan Lakes only by a licensed driver in accordance with North Carolina law. [CCR 10.4(c)]
4. The use of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles shall not be permitted within Legacy at Jordan Lakes unless such use complies with local, state and federal Laws, rules, and regulations. [CCR 10.4]
5. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any Trail System or sidewalk within Legacy at Jordan Lake, other than golf carts on designated golf cart paths. [CCR 10.4(a)]
6. Golf Carts - *Please refer to CCR Section 10 for detailed guidelines.*
  - a. Golf carts are to be stored in garages.[CCR 10.4(b)] They may be temporarily parked in driveways during neighbors' visits, but not overnight.
  - b. Golf carts are prohibited on the golf course, tees, fairways, and greens, except homeowners with limited mobility. Such Residents **must** register their golf cart with the property management company for use on the golf course and to be provided proper instruction.

## **GENERAL COMMUNITY FACILITIES PROVISIONS (cont'd)**

- c. No golf carts are permitted on the HOA's lawns and sidewalks.
- d. Golf cart operators must possess a valid state driver's license and obey all Traffic Regulations. [\[CCR 10.14\(d\)\]](#)
- e. No golf carts may be used at night unless properly equipped with headlights and taillights. [\[CCR 10.14\(d\)\]](#)
- f. Liability insurance and use of seatbelts are advised.

### **Parking**

*This section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform authorized services.*

1. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way that blocks the normal flow of traffic.
2. No vehicle may park or be left on any street of the Community and may only be parked in paved, marked spaces.
3. Parking spaces for Community Facilities shall only be occupied by vehicles for Persons utilizing that same area for which parking is provided, and only during the same time in which the area or Community Facility is being actively utilized. [\[CCR 11.9\(e\)\]](#)
4. Vehicles shall not be left on Community Facilities for any period of time, and parking shall not exceed six (6) consecutive hours.
5. No vehicle may obstruct or partially obstruct a sidewalk or other designated right-of-way.
6. Vehicles with commercial lettering or logos, or any Recreational Vehicle, mobile home, trailer, camper, boat, watercraft, stored vehicle, or any unlicensed or inoperable vehicle, shall not be parked in spaces of Community Facilities at any time. [\[CCR 10.4\]](#)
7. No vehicle may exceed the posted speed limit on any street or parking area within the Community. [\[CCR 10.4\(g\)\]](#)
8. Parking in violation of the above rules shall result in towing at the owner's expense after notice and opportunity to be heard pursuant to Article 10.4 of the Declaration. [\[CCR 4.3\(g\)\]](#)

### **Natural Habitat & Wildlife**

1. The Association shall not be responsible for, nor required to treat or remove, natural landscapes and plant material, insects, etc.
2. Do not disturb the nature landscapes. [\[CCR 10.20\]](#) Be cautious of plants and wildlife in their native habitat.
3. Do not disturb or feed wildlife. [\[CCR 10.21\]](#)
4. Hunting is strictly prohibited anywhere on HOA Property. [\[CCR 10.14\]](#)

## **SUSPENSION & TERMINATION OF PRIVILEGES** [\[CCR 4.3\(e\)\]](#)

1. Privileges at the Community Facilities shall be subject to suspension or termination if a Resident/Guest:
  - a. Submits false information on the application for a Resident Identification or Guest registration form.
  - b. Permits unauthorized use of a Resident Identification or Guest Passes.
  - c. Exhibits unsatisfactory behavior, as determined by the Association and/or Amenity Management
  - d. Fails to abide by the Rules and Regulations established for the use of Community Facilities.
  - e. Treats the personnel or employees of the Association and/or Amenity Management in an **unreasonable** or **abusive manner**.
    - i. Examples include, but are not limited to the use of profanity, verbal and physical assault, or the threat of verbal or physical assault.
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the Association, Residents and/or Amenity Management.
2. Association and/or Amenity Management may at any time enlist the local authorities to impose immediate action when such action is necessary to protect the health, safety, and welfare of other Residents and/or their Guests, to prevent unauthorized use of the Community Facilities, or to protect the Community Facilities from damage.
3. The Association shall send written notice of a violation to the Resident responsible for the Resident or Guest, whether adult or minor. Violations that may involve the safety of others, or the protection of Community Facilities, may result in a hearing notice upon the first offense. Residents shall follow the provisions in said notice to respond to the violation or hearing notice, including any request for appeal (if allowed). Violation escalation may result in fines and/or suspension. Legal remedies will be pursued where necessary. [\[By-Laws 3.25\(a\)\]](#)

## **APPEAL PROCESS**

*Any Resident has the right to dispute and request an appeal to the Association's Board of Directors of a hearing decision.*

1. The Resident may file a written notice of appeal by delivering the written appeal to the Community Management Office within fifteen (15) days from the date of the decision. [\[By-Laws 3.25\(b\)\]](#)
2. Appellant and parental guardian (*if appellant is a minor*), must be physically present or represented by counsel at a meeting in which the appeal will be heard by the Board of Directors.
3. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

**POOL & PAVILION REGULATIONS** - *Designated bathrooms are located in the Breezeway by the Fitness Center. Please refer to **LEGACY POOL MAP** on page 18.*

**Hours** - *Any Person accessing the pool facilities outside of posted swimming hours may be suspended from using Community Facilities.*

1. Pool and pool deck is **only** open from dawn to dusk during pool season
2. The Pavilion & grill area are **only** open from dawn to dusk daily year-round
3. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Facilities.
4. Any Person accessing the pool or pavilion area outside of designated hours may be suspended from using Community Facilities. [\[CCR 2.1\(d\)\]](#), [\[CCR 4.3\(e\)\]](#)
5. Swimming is permitted **only** during designated hours, as posted. Swimming after dusk without regulated and compliant lighting is prohibited by the North Carolina Department of Environmental Health and Natural Resources. The pool at this Community does not maintain the required lighting for swimming after dusk.
6. *If you observe anyone on the deck after dusk, they are trespassing and the police should be notified. This is a Chatham County ordinance and violation could cost The Legacy use of our pool for a lengthy period of time.*

**Pool/Pool Deck/Pavilion Access** [\[CCR 2.1\(f\)\]](#)

1. The pool and pool deck areas, including the Pavilion, of the swim facilities are **NOT** available for private rental and shall remain open to other Residents and Guests during normal operating hours.
2. The Pavilion is available on a first-come, first served basis, with no more than (2) hours allotted per Resident Group during Peak Summer Season, to be determined by the Board.
3. The pool, pool deck, & pavilion are private and for use by Legacy at Jordan Lake Association members and Guests only. Please refer to **Guest Policy & Privileges** on page 9.
4. All Residents must use their assigned Resident Identification upon entering the pool areas.
5. Children under 12 years of age **must** be accompanied by a parent or guardian Resident over 18 years of age at all times.
6. Residents and Guests must provide proof of age upon request by Amenity Management during use or attempted access of the pool facilities.
7. Please do not attempt to prop open the pool gates for any reason. The pool gates must be kept closed and locked at all times.
8. Private swimming instructors are permitted limited use of the Legacy pool facilities for Residents only. Prior written approval must be granted by Amenity Management, contingent upon the provision of proof of insurance and certification.

## POOL & PAVILION REGULATIONS (cont'd)

9. The pool and surrounding area may be closed for various periods of time for maintenance.
10. The Association has the authority to reserve this area for Community events. [CCR 11.10]
11. *The pool is **NOT** approved for night swimming and the pool deck/pavilion is **OFF LIMITS** any time after dusk. Being in this area after dusk without regulated and compliant lighting is prohibited by Chatham County.*

### Pool Deck/Pavilion/Grill Area

1. Glass is prohibited in the pool area.
2. The sale of alcohol, underage drinking, and serving alcohol to minors is strictly prohibited. Those who consume alcohol will behave respectfully and responsibly, and refrain from any behavior that could be harmful or disruptive to others.
3. Smoking is prohibited.
4. Residents are required to clean grills after each use.
5. All areas must be cleaned, and trash disposed of in nearby trash receptacles between each use.

### Safety & Security

1. Residents swim at their own risk and are solely responsible for the safety and wellbeing of themselves, their Guests, any minors under their supervision and that of any designated childcare providers.
2. Diving is not allowed at any time.
3. No diving, somersaults, cannon balls, or similar type entries from the edge of the pool are permitted.
4. Running, roughhousing or disorderly conduct are prohibited at all times.
5. The maximum number of swimmers allowed in the pool at one time is 52.
6. During thunderstorms and/or lightning or emergency incidents all persons must leave the pool.
7. Any person with an open sore or an infectious disease may not use the pool.
8. The HOA does not assume responsibility for personal articles left in or near the pool area. Lost & Found items are located in the bin at the pool. Unclaimed items will be discarded at the end of the Pool Season.
9. Tobacco products, smoking, vaping and/or use of controlled substances is prohibited.
10. ADULTS SHOULD NOT SWIM ALONE.

### Emergency - Please refer to the **LEGACY POOL MAP** on page 18.

- Please use the landline phone near the shower.
- AED is located in Pavilion by the clubhouse doors.
- First Aid Kit is located in the pool bathroom Breezeway. **Call 911** if immediate medical attention is necessary. All emergencies and injuries must be reported to the office of the Community Manager 919-757-1718.

## **POOL & PAVILION REGULATIONS (cont'd)**

### **Feces Policy For All Swimming And Wading Pools**

1. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper. Failure to comply with this regulation may result in the Resident being liable for any costs incurred in treating and reopening the pool.
2. If contamination occurs, the affected pool will be quarantined and closed for up to 24-48 hours for proper disinfection and protection of swimmer health. Required treatments are federally regulated.

### **Aquatic Toy And Recreational Floatation Device Policy**

1. Aquatic toys and recreational floatation equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices.

### **Conduct**

1. Loud, profane, or abusive language is prohibited.
2. Physical or verbal abuse is prohibited.
3. Pool furniture is not to be removed from the pool area.
4. The changing of diapers or clothes is not allowed on the pool deck; please utilize restrooms and/or appropriate changing areas.
5. Personal visual or audio devices are not permitted unless they are equipped with headphones.
6. Pets, bicycles, skateboards, roller blades, hoverboards, and or scooters are not permitted on the pool deck or inside the pool gates. [\[CCR 10.7\]](#)
7. Cornhole and/or other lawn or deck games are not permitted within the fenced-in pool area. Tennis balls, Frisbees, and footballs are not permitted in the pool area as Residents and Guests can be hit by these objects resulting in injury.

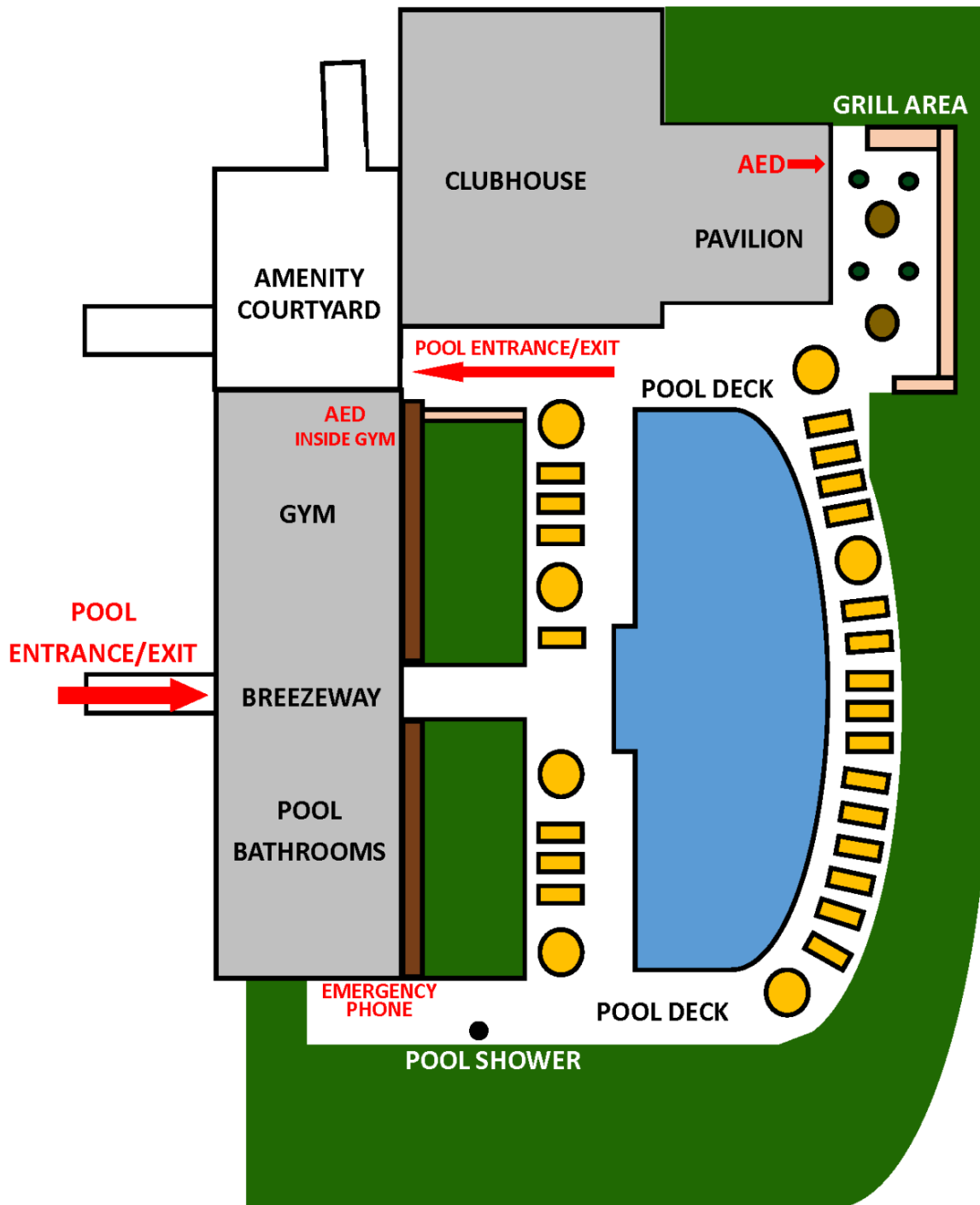
**General Rules** - *Each pool visitor must know both the State and Community rules posted on the fence. Parents, ensure your children understand these rules. Compliance is crucial to maintain our pool permit.*

1. There is **NO** Lifeguard on duty. Swim at your own risk.
2. No one should swim alone.
3. No food or drink is allowed in the pool.
4. Glass is not allowed in the pool.
5. Pets and other non-service animals are prohibited from the pool area. [\[CCR 10.7\]](#)
6. Proper swim attire must be worn in the pool. No denim or cotton shorts are permitted. Street clothes, including cutoff jeans, are not permitted in the pool.

## **POOL & PAVILION REGULATIONS (cont'd)**

7. Users must shower before entering the swimming pool.
8. Pool entrances must be kept clear at all times; obstructing the steps, ladders, gates, fences or railings is prohibited.
9. The following items are prohibited in the pool area: remote controlled water crafts, wave riding boards or snorkel gear.
10. No "oversized" water toys, rafts, or floats are permitted. Only water wings, puddle jumper, and arm floats intended to be worn by individuals are allowed
11. No one shall introduce unauthorized chemicals, substances, or soaps within the pool(s). Failure to comply with this regulation could result in the Resident being liable for any costs incurred in treating and reopening the pool.
12. The Association is not responsible for any effects that the appropriate chemicals within the pool may cause. Do not swallow pool water. Swim at your own risk.
13. The Association is not responsible for accidents, injuries or person property.
14. ADULTS SHOULD NOT SWIM ALONE.

# LEGACY POOL MAP



## CLUBHOUSE REGULATIONS

### **Hours** - 5:00 AM – 11:00 PM/7 days a week

1. The Clubhouse is open from 5:00 AM until 11:00 PM, seven days a week.
2. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Facilities.
3. Any Person accessing the Clubhouse outside of designated hours may be suspended from using Community Facilities.
4. *If you observe anyone in the Clubhouse after hours, they are trespassing and the police should be notified.*

### **Clubhouse Rental Information** - Please refer to **ADDENDUM A: CLUBHOUSE RENTAL POLICY & AGREEMENT** on page 34 for further details.

1. The Clubhouse is available for reservations from 5:00 AM until 10:00 PM, seven days a week. **NOTE:** The pool and pool deck areas, including the Pavilion, of the swim facilities are NOT available for private rental and shall remain open to other Residents and Guests during normal operating hours.
2. Residents must still comply with the POOL & PAVILION REGULATIONS when renting the Clubhouse.
3. Requests/Reservations will only be considered for “Residents in good standing” with the Association. “Residents in good standing” is defined as Residents that:
  - a. are current with their Association assessments or other fees.
  - b. do not currently have unpaid fines assessed against their account.
  - c. do not currently have any property violations.
  - d. do not have any pending litigation with the Association.
4. A Function is not to exceed four (4) hours including setup and cleanup after the Function. Requests for Functions extending beyond the time limit will be reviewed for approval on a case-by-case basis.
5. A Reservation Fee of \$25.00 is required along with the Rental Agreement no later than 72 hours prior to the Function through [www.LegacyatJordanLakeNC.com](http://www.LegacyatJordanLakeNC.com).
6. The Association reserves the right to deny any reservation request or cancel any reservations at its discretion.
7. Reoccurring rentals must be approved by the Board of Directors. However, no more than four reservations can be made at one time.
8. Do not enter the Clubhouse, at any time or for any reason, if it has been rented/reserved for a private function. Please view the community calendar via Homeowner Login at [www.LegacyatJordanLakeNC.com](http://www.LegacyatJordanLakeNC.com).

## CLUBHOUSE REGULATIONS (cont'd)

**Clubhouse/Kitchen Access** - Residents are responsible for cleaning up after themselves.

1. NO wet bathing suits or feet; dry off before entering
2. Do not enter the Clubhouse, at any time or for any reason, if it has been rented/reserved for a private function. Please view the community calendar via Homeowner Login at [www.LegacyatJordanLakeNC.com](http://www.LegacyatJordanLakeNC.com).
3. The bathroom is for Clubhouse use only, not pool use. Pool bathrooms are located in the Breezeway.
4. The Clubhouse is private and for use by Legacy at Jordan Lake Association members and Guests only. Please refer to **Guest Policy & Privileges** on page 9.
5. All Residents must use their assigned Resident Identification upon entering the Clubhouse.
6. Children under 12 years of age **must** be accompanied by a parent or guardian Resident over 18 years of age at all times.
7. Residents and Guests must provide proof of age upon request by Amenity Management during use or attempted access of the Clubhouse.
8. Violation of the Community Facility Policies and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage rights and privileges. [\[CCR2.1\(d\)\]](#), [\[CCR 4.3\(e\)\]](#)
9. The Clubhouse may be closed for various periods of time for maintenance.
10. At its discretion, the Association may schedule regular weekly, bi-weekly, monthly, quarterly, semi-annual, annual or any other regular or non-regular scheduled meetings, functions, or activities at any Community Facilities without rental charge.

### **Safety & Security**

1. Maximum number of persons shall not exceed 40.
2. The following is prohibited in the Clubhouse:
  - a. Tobacco products, smoking, vaping and/or use of controlled substances
  - b. Attaching decorations to the walls and doors (or any other painted surface)
  - c. Pets and other non-service animals [\[CCR 10.7\]](#)
  - d. Open Fire Burners
  - e. Sale of alcohol by HOA or Residents
  - f. Underage drinking
  - g. Other items as determined from time to time by the Board
3. Wet bathing suits are not permitted at any time.
4. The Association is not liable for persons who are injured because of moving any furnishings or cleaning the premises.
5. Tobacco products, smoking, vaping and/or use of controlled substances is prohibited.
6. The HOA does not assume responsibility for personal articles left in the Clubhouse. Lost & Found items are located in the kitchen drawer labeled 'Lost & Found'. Unclaimed items will be discarded.

## CLUBHOUSE REGULATIONS (cont'd)

**Emergency** - Please refer to the **LEGACY POOL MAP** on page 18.

- AED is located in the Pavilion by the clubhouse doors.
- First Aid Kit is located in the pool bathroom Breezeway.
- **Call 911** if immediate medical attention is necessary. All emergencies and injuries must be reported to the office of the Community Manager 919-757-1718.

### **Conduct**

1. All Residents using the Clubhouse are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all Community Facility Policies.
2. Residents must ensure that the volume of noise, including but not limited to, live or recorded music does not violate applicable Chatham County noise ordinances or unreasonably interfere with residents' enjoyment of their homes at Amenity Management discretion. Chatham County [§ 92.04] noise level restrictions:
  - a. Sunday – Thursday, 9:00 PM - 7:00 AM
  - b. Friday – Saturday, 11:00 PM - 7:00 AM
3. Loud, profane, or abusive language is prohibited.
4. Physical or verbal abuse is prohibited.
5. Furniture is not to be removed from the Clubhouse.
6. Pets, bicycles, skateboards, roller blades, hoverboards, and or scooters are not permitted.

### **General Rules**

1. Wet bathing suits are not permitted at any time.
2. Gambling is prohibited in the Clubhouse. [[NC §14-292](#)]
3. Pets and other non-service animals are prohibited in the Clubhouse. [[CCR 10.7](#)]
4. The bathroom is for Clubhouse use only. Please refer to the **LEGACY POOL MAP** on page 18.
5. No bicycles, skateboards, roller blades, hoverboards, and or scooters are permitted in the Clubhouse.
6. Residents are responsible for cleaning up after themselves, including the Kitchen and Restrooms, placing chairs and tables in the proper locations, removing trash, and turning off lights.
7. Residents are responsible for all interior and exterior furnishings and property of the Association that is utilized.
8. Use of the kitchen is restricted when the Clubhouse is reserved.
9. Be sure to close the refrigerator and freezer doors.
10. Use the refrigerator or freezer at your own risk. The Association is not responsible for items removed or food spoilage.

## FITNESS CENTER REGULATIONS

### Hours - 24 hours/7 days a week

1. The Fitness Center is open for use by Residents and Guests during normal operating hours to be established and posted by the Association.
2. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Facilities.
3. The Fitness Center may be closed for various periods of time to facilitate maintenance.

### Fitness Center Access [CCR 2.1(f)]

1. The Fitness Center is unattended. Persons using the Fitness Center do so at their own risk.
2. The Fitness Center is private and for use by Legacy at Jordan Lake Association members and Guests only. Please refer to **Guest Policy & Privileges** on page 9.
3. All Residents must use their assigned Resident Identification upon entering the area.
4. Residents and Guests, 14 years of age and older, are permitted to use the Fitness Center during designated operating hours.
5. Residents and Guests must provide proof of age upon request by Amenity Management during use or attempted access of the Fitness Center.
6. Bathrooms are located in the Breezeway. Please refer to **LEGACY POOL MAP** on page 18 for location.
7. Use of personal trainers is prohibited in the Fitness Center unless pre-approved in writing by Amenity Management.
8. Violation of the Community Facility Policies and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage rights and privileges. [CCR2.1(d)], [CCR 4.3(e)]
9. Proper Attire:
  - a. Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center.
  - b. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).

### Food & Beverages

1. Food is not permitted within the Fitness Center.
2. Glass containers are prohibited in these areas.
3. Water is permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
4. Alcoholic beverages are not permitted. Intoxicated individuals may not use the Fitness Center.
5. Tobacco products, smoking, vaping and/or use of controlled substances is prohibited.
6. Dispose of trash in nearby trash receptacles.

## **FITNESS CENTER REGULATIONS (cont'd)**

### **Safety & Security**

1. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program or physical activity.
2. The HOA does not assume responsibility for personal articles left in the Fitness Center. Lost & Found items are located in the bin on the shelves. Unclaimed items will be discarded.

### **Emergency** - Please refer to the **LEGACY POOL MAP** on page 18.

- AED is marked with signage in the Fitness Center.
- First Aid Kit is located in the pool bathroom Breezeway.
- **Call 911** if immediate medical attention is necessary. All emergencies and injuries must be reported to Amenity Management as well as the Community Manager at 919-757-1718

### **Conduct**

1. All Residents using the Fitness Center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all Community Facility Policies.
2. Loud, profane, or abusive language is prohibited.
3. Physical or verbal abuse is prohibited.
4. Personal visual or audio devices are not permitted unless they are equipped with headphones.
5. Pets and other non-service animals are prohibited in the Fitness Center. [\[CCR 10.7\]](#)
6. No bicycles, skateboards, roller blades, hoverboards, and or scooters are permitted in the Fitness Center.

### **General Rules**

*The Association is authorized to pursue further legal action and restitution in regard to destruction of Community Facilities' property or equipment.*

1. Each Resident is responsible for wiping off fitness equipment after use.
2. Weights or other fitness equipment may not be removed from the Fitness Center.
3. Hand chalk is prohibited in the Fitness Center.
4. Please return weights to their proper location after use.
5. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
6. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Center.
7. No throwing objects against any wall or surface.
8. Please limit cardiovascular workouts to thirty (30) minutes if others are waiting.

## TENNIS/PICKLEBALL COURT REGULATIONS

### Hours - dawn to 10:00 PM/7 days a week

1. Use of the tennis/pickleball courts is permitted only during operating hours, as posted.
2. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Facilities.
3. The tennis/pickleball courts may be closed for various periods of time to facilitate maintenance.

### Tennis/Pickleball Court Access [CCR 2.1(f)]

1. Persons using the tennis/pickleball courts do so at their own risk.
2. Courts are for playing tennis and pickleball only.
3. The courts shall be used on a first-come basis at one-hour intervals, on the hour.
4. The tennis/pickleball court is private and for use by Legacy at Jordan Lake Association Members and Guests only. Guests may play only when accompanied by a Resident. Please refer to **Guest Policy & Privileges** on page 9.
5. All Residents must use their assigned Resident Identification upon entering the area.
6. **Children under 12 years of age must** be accompanied by a parent or guardian/Resident over 18 years of age at all times.
7. Residents and Guests must provide proof of age upon request by Amenity Management during use or attempted access of the tennis/pickleball court.
8. Bathrooms are located in the Breezeway. Please refer to **LEGACY POOL MAP** on page 18 for location.
9. Any tennis/pickleball instructor desiring to hold clinics on the tennis/pickleball courts must first receive advance written approval from the Board, including dates, times, and number of participants.
10. Violation of the Community Facility Policies and misuse or destruction of the tennis/pickleball court may result in the suspension or termination of usage rights and privileges. [CCR 2.1(d)], [CCR 4.3(e)]
11. Proper Attire:
  - a. Appropriate tennis attire and footwear is recommended.
  - b. No swimsuits are permitted.
12. The Association has the authority to reserve this area for Community events. [CCR 11.10]
13. Clubs, events, or lessons that are sponsored and approved by the Association have priority during posted hours; court availability may be limited during these times.

## **TENNIS/PICKLEBALL COURT REGULATIONS (cont'd)**

### **Food & Beverages**

1. Food is not permitted within the tennis/pickleball court.
2. Glass containers are prohibited on the tennis/pickleball court.
3. Water is permitted on the tennis/pickleball court if contained in non-breakable containers with screw top or sealed lids.
4. Alcoholic beverages are not permitted. Intoxicated individuals may not use the tennis/pickleball court.
5. Smoking is prohibited near or on the courts.
6. Players are responsible for cleaning up after use.
7. Dispose of trash in nearby trash receptacles.

### **Safety & Security**

1. Residents and Guests shall play at their own risk.
2. The HOA does not assume responsibility for personal articles left in or near the courts.

### **Emergency** - Please refer to the **LEGACY POOL MAP** on page 18.

- AEDs are located in Pavilion by the clubhouse doors and in the Fitness Center.
- First Aid Kit is located in the pool bathroom Breezeway.
- **Call 911** if immediate medical attention is necessary. All emergencies and injuries must be reported to the office of the Community Manager 919-757-1718.

### **Conduct**

1. Proper court etiquette should be observed at all times.
2. Waiting players and spectators shall keep off the courts at all times and shall refrain from making any unnecessary noise or distracting movements.
3. Loud, profane, or abusive language is prohibited.
4. Physical or verbal abuse is prohibited.
5. Personal visual or audio devices are not permitted unless they are equipped with headphones.
6. Animals are not permitted on the courts at any time.
7. Vehicles or wheeled devices of any kind are prohibited on the courts, including but not limited to bicycles, skateboards, roller blades, hoverboards, and scooters.

### **General Rules**

1. Lights must be turned off after play is completed.
2. Any damage should be reported to the Community Manager.
3. Pickleball nets **must** be moved to the side and secured to the fence when not in use.
4. Please keep the gate closed at all times.

## **PARKS/ EVENT LAWN/PLAYGROUND REGULATIONS**

### **Hours** - *dawn to dusk/7 days a week*

1. Parks and playgrounds hours are as posted. If not posted, hours are from dawn to dusk, Monday thru Sunday.
2. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Facilities.
3. Area may be closed for various periods of time to facilitate maintenance.

### **Access** [\[CCR 2.1\(f\)\]](#)

1. Parks, event lawns, and playgrounds are available on a first come first serve basis; no reservations are permitted.
2. Persons using the playground equipment do so at their own risk.
3. The play area is private and for use by Legacy at Jordan Lake Association members and Guests only. Guests may play only when accompanied by a Resident. Please refer to **Guest Policy & Privileges** on page 9.
4. Children under 8 years of age must be accompanied by a parent or guardian Resident over 18 years of age at all times.
5. Residents and Guests must provide proof of age upon request by Amenity Management.
6. Bathrooms are located in the Breezeway. Please refer to **LEGACY POOL MAP** on page 18 for location.
7. Violation of the Community Facility Policies and misuse or destruction of the parks, event lawns, or playgrounds may result in the suspension or termination of usage rights and privileges. [\[CCR2.1\(d\)\]](#), [\[CCR 4.3\(e\)\]](#)
8. No bare feet; wear proper footwear.
9. The Association has the authority to reserve this area for Community events. [\[CCR 11.10\]](#)
10. Clubs, events, or lessons that are sponsored and approved by the Association have priority during posted hours; availability may be limited during these times.

### **Food & Beverages**

1. Glass containers are prohibited.
2. Alcoholic beverages are prohibited on parks and playgrounds, unless provided in a Community-sponsored event. Intoxicated individuals may not use the Parks, Event Lawn, or Playgrounds.
3. Smoking is not permitted anywhere in the Community Facilities.
4. Residents and Guests using the parks and playgrounds must remove debris brought to, or used upon, the playground.
5. Dispose of trash in nearby trash receptacles.

## **PARKS/ EVENT LAWN/PLAYGROUND REGULATIONS (cont'd)**

### **Safety & Security**

1. Residents and Guests shall play at their own risk.
2. Do not use equipment when wet.
3. Use caution or avoid equipment when temperatures are hot.
4. Do not use play equipment improperly.
5. No rough playing, pushing or shoving permitted.
6. The HOA does not assume responsibility for personal articles left behind.

### **Emergency** - Please refer to the **LEGACY POOL MAP** on page 18.

- AEDs are located in Pavilion by the clubhouse doors and in the Fitness Center.
- First Aid Kit is located in the pool bathroom Breezeway.
- **Call 911** if immediate medical attention is necessary. All emergencies and injuries must be reported to the office of the Community Manager 919-757-1718.

### **Conduct**

1. Loud, profane, or abusive language is prohibited.
2. Physical or verbal abuse is prohibited.

### **General Rules**

1. Residents may not install inflatable equipment, such as bounce houses, at parks or playgrounds.
2. Use of the Common Area for private events, Commercial Purposes, or any other use outside of general recreational or HOA sponsored activities, require the explicit approval of the Homeowners Association for such activities to occur. Requests can be made by emailing the management company. Failure to abide by such standards could result in forfeiture of use of Common Area privileges or other sanctions.

## GOLF COURSE REGULATIONS

### Hours - dawn to dusk/7 days a week

1. Golf course hours are as posted. If not posted, hours are from dawn to dusk, Monday thru Sunday.
2. Days and hours of operation are subject to change without notice and will be posted in a conspicuous location within the Community Facilities.
3. Area may be closed for various periods of time to facilitate maintenance.

### Golf Course Access [CCR 2.1(f)]

1. The golf course is available on a first come first serve basis; no reservations are permitted.
2. Persons using the golf course do so at their own risk.
3. The golf course is private and for use by Legacy at Jordan Lake Association Members and Guests only. Guests may play only when accompanied by a Resident. *Please refer to **Guest Policy & Privileges** on page 9.*
4. Children under 8 years of age **must** be accompanied by a parent or guardian Resident over 18 years of age at all times.
5. Violation of the Community Facility Policies and misuse or destruction of the golf course, including the tees, fairways, and greens, may result in the suspension or termination of usage rights and privileges. [CCR 2.1(d)], [CCR 4.3(e)]
6. The Association has the authority to reserve this area for Community events. [CCR 11.10]
7. Clubs, events, or lessons that are sponsored and approved by the Association have priority during posted hours; availability may be limited during these times.

### Golf Cart Rules - Please refer to CCR Section 10 for detailed guidelines.

1. Golf carts are prohibited on the golf course, tees, fairways, and greens, except homeowners with limited mobility. Such Residents **must** register their golf cart with the property management company for use on the golf course and to be provided proper instruction. *Please refer to **Vehicles & Golf Carts** on page 11.*
2. No golf carts are permitted on the HOA's lawns and sidewalks.
3. Golf cart operators must possess a valid state driver's license and obey all Traffic Regulations. [CCR 10.14(d)]
4. Liability insurance and use of seatbelts are advised.

## **GOLF COURSE REGULATIONS (cont'd)**

### **Food & Beverages**

1. Glass containers are prohibited.
2. Alcoholic beverages are prohibited on the golf course, unless provided in a Community-sponsored event. Intoxicated individuals may not use the golf course.
3. Smoking is not permitted anywhere in the Community Facilities.
4. Residents and Guests using the golf course must remove debris brought to or used upon.
5. Dispose of trash in nearby trash receptacles.

### **Safety & Security**

1. The golf course is to be used for golf activities only. Homeowners are to stay off the golf course unless they are engaged in golf activities.
2. No golf carts are permitted on the golf course, including the tees, fairways, and greens. Legacy's short-iron course was not intended for use with golf carts.

### **Emergency** - Please refer to the **LEGACY POOL MAP** on page 18.

- AEDs are located in the Pavilion by the clubhouse doors and in the Fitness Center.
- First Aid Kit is located in the pool bathroom Breezeway.
- **Call 911** if immediate medical attention is necessary. All emergencies and injuries must be reported to the office of the Community Manager 919-757-1718.

### **Conduct**

1. Proper golf etiquette should be observed at all times.
2. Loud, profane, or abusive language is prohibited.
3. Physical or verbal abuse is prohibited.
4. No pets are permitted on the golf course for any reason. [\[CCR 10.7\]](#)
5. Bicycles, skateboards, roller blades, hoverboards, and/or scooters are prohibited
6. Any Person accessing the golf course for reasons other than playing golf may be suspended from using Community Facilities. [\[CCR 2.1\(d\)\]](#), [\[CCR 4.3\(e\)\]](#)

## TRAIL REGULATIONS

*By using the trails, you acknowledge and agree that portions of the Trail System may or may not be paved, may or may not be level, and may be affected by spray irrigation of Reuse Effluent. [CCR 4.12]*

### Trail Access [CCR 2.1(f)]

1. The Trails are private and for use by Legacy at Jordan Lake Association members and Guests only. Please refer to **Guest Policy & Privileges** on page 9.
2. Violation of the Community Facility Policies and misuse or destruction of the Trails may result in the suspension or termination of usage rights and privileges. [CCR 2.1(d)], [CCR 4.3(e)]
3. Trails may be closed for various periods of time for maintenance.

### Safety

1. Only use designated trails.
2. Fires are strictly prohibited.
3. All animals must be leashed at all times. [CCR 10.7]
4. Residents are responsible for picking up after all pets as a courtesy to others and in accordance with the law. [CCR 10.7]
5. No bicycles, roller blades, "razor scooters" or skateboards shall be permitted on the unpaved portions of the Trail System or on any walking or running trails. [CCR 10.4(a)]
6. No motorized vehicles shall be permitted on any of the Trail System, unless the vehicle is an Association-approved maintenance vehicle. [CCR 10.4(a)]

### General Rules

1. Use trails at your own risk. The Association shall not be responsible for, nor required to treat or remove, natural landscapes and plant material, insects, etc.
2. Do not disturb the nature landscapes. [CCR 10.20] Be cautious of plants and wildlife in their native habitat.
3. Do not disturb or feed wildlife. [CCR 10.21]
4. No trash shall be deposited on the trails. Use designated receptacles at trail entry or exit areas.
5. The following are not permitted at any time:
  - a. Horses
  - b. Hunting [CCR 10.14]
  - c. Camping
  - d. Cooking
  - e. Smoking
  - f. Fires
  - g. Feeding wildlife

## POND & WATER FEATURES REGULATIONS

*The ponds at the Community are part of a storm water management system designed to treat runoff from lots and streets and to control flooding.*

### Access [\[CCR 2.1\(f\)\]](#)

1. Authorized personnel only.
2. Pets shall not be permitted in any lake, pond, stream, waterfall or water feature. [\[CCR 10.7\]](#)
3. Residents and Guests are prohibited to access any lake, pond, stream, waterfall or water feature.

### Safety

1. Fishing, swimming, and unapproved watercraft of any kind in the storm water ponds within the Community is strictly prohibited. [\[CCR 10.17\]](#) This includes, but is not limited to, boating and other uses of lakes, ponds, streams, waterfalls, or water features within or adjacent to the Properties.
2. All Persons are hereby notified that from time to time alligators, poisonous snakes, and other wildlife may inhabit or enter into water bodies and natural areas within the property and may pose a threat to Person pets and property, but that the listed parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife. [\[CCR 4.13\]](#)
3. All Persons are hereby notified that lake banks and slopes within certain areas of the Property may be steep and that depths near shore may drop off sharply and that such lake banks and slopes and (any waterfall or other water features) may be inherently dangerous. [\[CCR 4.13\]](#)
4. All Owners assume all responsibility with respect to the safety of themselves, their families, and their invitees arising from the design, construction, or topography of any lake banks, slopes, lake bottoms, waterfalls or other water features located within Legacy at Jordan Lake. [\[CCR 4.13\]](#)
5. The Association shall not be responsible for any loss, damage, or injury to any Person or property arising out of the use of lakes, ponds, streams, waterfalls, or water features within the Properties. [\[CCR 10.17\]](#)

### General Rules

1. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
2. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
3. Repeat or extended violation of this policy will result in the immediate reporting to local law enforcement authorities.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Resident and Guest, as a condition of invitation to the premises of the center, shall assume the sole responsibility for their property.
2. The HOA and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.
3. No Person shall remove from the Community Facilities premises, any property or furniture belonging to the Community or its contractors without proper authorization.
4. Residents shall be liable for any property damage and/or personal injury at the Community Facilities, or at any activity or function operated, organized, arranged or sponsored by the Community or its contractors, caused by the Resident, his/her family member, or his/her Guests.
5. The Community reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.
6. Any Resident, Guest, or other Person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Community or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Community, either on or off the Community Facilities' premises, shall do so at his or her own risk, and shall hold the Community, the Board, the Community Manager, Amenity Management, and their respective employees, representatives, agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Community, the Board, the Community Manager, Amenity Management, and their respective employees, representatives, agents.
7. Any Resident or Guest shall have, owe, and perform the same obligation to the HOA, the Board, the Community Manager, Amenity Management, and their respective employees, representatives hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Resident.
8. Should any party bound by these Community Facility Policies bring suit against the HOA, the Board or Amenity Management, agents or employees of the Community, any Community Facilities operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the HOA or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the Community, and fail to obtain judgment therein against the Community or the Community Facilities operator, officers, employee, representative, contractor or agent, said party shall be liable to the Community for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

## **INDEMNIFICATION**

1. Each organization, group or individual reserving the use of an Community Facilities (or any part thereof) agrees to indemnify and hold harmless the Association, the Board, the Community Manager, Amenity Management, and their respective employees, representatives, agents of each from any and all liability, claims, actions, suits or demands by any Person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the Common Area.
2. Each organization, group or individual reserving the use of the Community Facilities agrees to indemnify and hold harmless the Community, the Board, the Community Manager, Amenity Management, and their respective employees, representatives, agents from any and all liability, claims, actions, suits or demands by any Person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the Community's Facilities and property, including litigation or any appellate proceeding with respect thereto.
3. The Associations, the Board, the Community Manager, Amenity Management, and their respective employees, representatives, agents shall not be liable for, and the Resident or Guest shall release all claims for injury or damage to or loss of personal property or to the Person, sustained by the user or any Person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the Community's Facilities and property.

## **RESOLUTION OF THE BOARD OF DIRECTORS**

The Community Facility Policies of The Legacy at Jordan Lake HOA were adopted by the Board on May 8, 2017, and amended on April 26, 2024. The Community Facility Policies are subject to change. Questions or comments in connection with the Community Facility Policies should be submitted to the Board or Community Manager.

**Rental Policy & Agreement – ADDENDUM A**

Management Office: PO Box 1149 Apex NC 27502

P: 919-757-1718



**Legacy Room  
Function Request & Reservation Agreement**

**LEGACY RESIDENT INFORMATION**

Legacy Property Address: \_\_\_\_\_ Name of Hosting Resident: \_\_\_\_\_

Please check the appropriate line: I am the property owner \_\_\_ I am the tenant on the property \_\_\_.

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Cell Phone (\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

**FUNCTION INFORMATION**

Number of proposed attendees: \_\_\_\_\_ *Not to exceed forty (40) guests.*

Proposed date of function: \_\_\_\_\_ Start and finish time of function: \_\_\_\_\_ to \_\_\_\_\_

Purpose of function: \_\_\_\_\_

**FUNCTION POLICY/RULES**

**SECTION 1. Legacy Room Requests/Reservation Eligibility:** Requests/Reservations will only be considered for “Residents in good standing” with the Association. “Residents in good standing” is defined as Residents that:

- a.) Are current with their Association assessments or other fees.
- b.) Do not currently have unpaid fines assessed against their account
- c.) Do not currently have any property violations.
- d.) Do not have any pending litigation with the Association.

**SECTION 2. Legacy Room Availability - Days/Hours:** The Legacy Room is available for reservations from 5:00 AM until 11:00 PM, seven days a week. In general, a Function is not to exceed four (4) hours including setup and cleanup after the Function. Requests for Functions extending beyond the time limit will be reviewed for approval on a case-by-case basis. At its discretion, the Association and/or declarant may schedule regular weekly, bi-weekly, monthly, quarterly, semi-annual, annual or any other regular or non-regular scheduled meetings, functions, or activities at any Community Facilities without rental charge. The Association also reserves the right to deny any reservation request or cancel any reservations at its discretion. Reoccurring rentals must be approved by the Board of Directors. However, no more than four (4) reservations can be made at one time. To check availability, view the Calendar - If a reservation needs to be canceled, contact the managers office at least two weeks prior to get a full refund of the usage fee.

**SECTION 3. Fee:** A Reservation fee of \$25.00 is required no later than 72 hours prior to the Function, in the form of an Online Payment. Payments must be made with a credit card or online ACH debit .Once the fee and completed Rental Agreement have been received, the reservation will be confirmed via email. Reservation Fees are waived for organizations if the event is open to all residents. An inspection of the Legacy Room by an Association representative will be conducted after the Function to determine whether the building and grounds have been properly cleaned and no damage or theft has occurred. If the Legacy Room has not been properly cleaned and/or damage to the building or other Association property has occurred, or theft has occurred by an individual(s) attending the Function, the amount required to cover the cost of cleaning or/and repairing the Facility to the condition it was in prior to the Function or replacing any missing item(s) will be added to the Homeowner 's Online Account and subject to Delinquent and/or Collection Fees, as with unpaid Assessments. Additional disciplinary action may be taken by the Association if deemed warranted. Please allow at least two (2) weeks after the event and inspection to determine if additional charges have been avoided.

**SECTION 4. Number of Attendees Allowed:** Maximum number of persons in the Legacy Room shall not exceed 40.

**SECTION 5. Function Boundaries:** The Function shall be situated/contained within the Legacy Room, including the kitchen, the outdoor grill area, and the parking lot **only**. Any Function that violates this rule will be subject to additional fees being added to the Owner's Association Account and may result in additional disciplinary action, which may include fines or suspension of member privileges by the Association.

**Pavilion Policy:** The Pavilion is not available for rent. It is available on a first come, first served basis, with no more than two hours allotted per Resident Group during Peak Summer Season, to be determined by the Board. All areas must be cleaned, and trash disposed of between each use.

**SECTION 6. Responsibilities of Hosting Resident(s):** The Hosting Resident(s) **must be in attendance at all times during the hours the Legacy Room is reserved** and will be responsible for the behavior and actions of all persons attending including ensuring that all Function attendees comply with all the Association's rules and regulations. The Hosting Resident must also ensure that the volume of live or recorded music does not violate applicable Chatham County noise ordinances or unreasonably interfere with residents' enjoyment of their homes at Amenity Management discretion. Gambling and any illegal activity are prohibited in the Clubhouse and on HOA common property.

**Complaints about the Function may constitute removal of the offending individual(s) or termination of the Function.**

The following items are prohibited:

- (a) Gambling
- (b) Smoking or other tobacco products
- (c) Attaching decorations to the walls and doors (or any other painted surface)
- (d) Pets and other non-service animals
- (e) Open fire burners
- (f) Sale of alcohol by HOA or residents
- (g) Underage drinking
- (h) Other items as determined from time to time by the Board

In addition, the Hosting Resident(s) is responsible for all interior and exterior furnishings and property of the Association that is utilized or exposed to the attendees of the Function. The Hosting Resident(s) is responsible to repair or replace any damaged furniture or other property of the Association that occurs related to the Function. The Hosting Resident(s) is responsible for the setup and breakdown of tables, chairs or any other moving of furnishings and all required cleaning of the premises and will be done **AT THE RISK** of the Hosting Resident(s) and/or vendors (such as caterers) and any attendees. The Association is **NOT** liable for persons who are injured because of moving any furnishings or cleaning the premises. The Hosting Resident(s) is also responsible for meeting all the requirements as stated on the "Opening and Closing Procedures" portion of this form beginning on page 4. Proof of special event or liability insurance acceptable to the Community Manager may also be required.

**SECTION 7. Clean Up:** The Hosting Resident(s) will be responsible for cleaning the Legacy Room, including the Kitchen and Restrooms, and the parking lot to the condition they were in prior to the Function. The Opening and Closing Procedures section of this Request form describes, in detail, the areas to be cleaned and where to set up and/or store the folding tables and chairs. If the Legacy Room is not cleaned to the condition it was in prior to the Function, or if the Association incurs expenses for an extensive cleaning, to repair damaged, broken, or stolen Association property, or for any other expense incurred as a result of the use of the Legacy Room during the Function, the Association will accomplish the cleaning, repairs or replacement of property and assess the required amount to the Hosting Resident(s)' Association Account, which will be required to be paid within thirty

(30) days of receipt of the notice of charges. If the amount is not paid within thirty (30) days of receipt of the notice charges, the Association may file a lien against the Resident's property.

**PLEASE COMPLETE, SIGN & TURN IN PAGES 1-3 TO OFFICE AT LEAST 72 HOURS BEFORE FUNCTION**

I have read and agree that I am responsible for ensuring that my guests, attendees, vendors, contractors, etc., will abide by ALL rules, terms and conditions stated on this Function Request form. I also understand that I am responsible for any fines and/or penalties levied as a result of inadequate cleaning of the Legacy Room, parking lots and any Association Common Area property affected by my Function, including any damage, stolen property or behavioral violations by any individual(s) attending my Function. Using the Legacy's facilities, I also understand and consent to the Community's use of any pictures of myself or my family and guests (video or print) for promotional purposes in connection with any Community event or activity. This includes but is not limited to The Legacy at Jordan Lake's website, newsletters, and social media.

I HEREBY RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF MY GUESTS, ATTENDEES, VENDORS, CONTRACTORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THE ASSOCIATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM LIABILITY FOR ANY CLAIMS WITH RESPECT TO THE FACILITIES OR THE PROPERTY.

\_\_\_\_\_  
Hosting Resident(s) Signature

\_\_\_\_\_  
Hosting Resident(s) Name *(Please Print Legibly)* Date

Please sign and return with completed application to: PO Box 1149 Apex NC 27502  
Or Email a PDF copy to: [manager@grandchestermeadows.com](mailto:manager@grandchestermeadows.com)  
Electronic Form available on website

**Payment Instructions:**

**Call or Email the Managers Office to be directed to online form with electronic payment methods**

PLEASE INITIAL: \_\_\_\_\_

