

## **Common Area and Amenity Access Policy for LFCC Licensees**

Lockwood Folly Property Owners Association (LFPOA) acknowledges that LFCCI (an assessment paying Class A LFPOA member) and its agents, licensees and invitees share "the permanent and perpetual easement for use and enjoyment of the Common Areas" per Article 3 Section 1 of the Lockwood Folly Master Declaration of Covenants. In addition, Article 3 Section 3F of the Declaration provides "The right of the Association to adopt and enforce, at any time, rules and regulations governing the use of the Common Areas and all facilities situated thereon". Therefore, the LFPOA board of directors wishes to enact a policy allowing access to certain LFPOA Common Areas by non-POA member licensees of LFCCI.

### **Policy Rules and Regulations**

1. This policy is enacted by LFPOA to facilitate LFCCI's easement rights, as conveyed by Article 3, Section 1 of the MDC, for the use and enjoyment of Lockwood Folly Common Areas/Amenities
2. The method of conveying easement rights to non-property owner designees of LFCCI will be through licenses issued by LFPOA to LFCCI; LFCCI may then elect to issue these licenses to certain of its members for the privilege of accessing LFPOA Common Areas/Amenities
3. LFPOA will convey, and LFCCI may designate, up to 10 licensees and their immediate families temporary easements for the unaccompanied use and enjoyment of LFPOA Common Areas/Amenities. These Common Areas/Amenities are defined as:
  - a. The Lockwood Folly pool and pool house;
  - b. The Lockwood Folly tennis courts;
  - c. The Lockwood Folly fitness center;
  - d. Gordon Ackley Park and the amenities included thereon;
  - e. The Lockwood Folly boat launch, boat docks and fishing docks;
  - f. The Clubhouse at Lockwood Folly (when completed);
  - g. All other Common Areas not specifically excluded by this policy
4. Note: Pool House rental for large private parties or large private events (weddings, etc.) is only offered to Lockwood property owners



5. The boat storage area is reserved exclusively for Lockwood home owners and is not an included Common Area or Amenity
  6. The trash, recycle and vegetation pit area is reserved for property owners, and licensees may not bring trash, recyclables or vegetation debris for disposal
  7. LFCCI licensees must understand and observe all covenants, rules and policies applicable to LFPOA Common Areas/Amenities
  8. LFPOA board may revoke or suspend the easement of any LFCC licensee without notice and at any time for cause
- 
9. Licensees of LFCCI may invite guests who are not LFPOA members, subject to the following restrictions:
    - a. A licensee may sponsor up to 4 guests
    - b. Guests of licensees must be accompanied by the licensee or a member of the licensee's family at all times
    - c. The licensee (or family member) must keep in his/her possession the access card (or key) to show proof of easement rights
  10. LFCCI does not have the authority to represent licensee easements as offering any benefits beyond LFPOA Common Area access and use of LFPOA Amenities. If LFCCI decides to charge a licensing fee to its members for Common Area access, it cannot represent the fee as creating any liability or obligation on the part of LFPOA, or offering a benefit that LFCCI does not have the right or authority to satisfy, or implying ownership, special services, privileges, rights, or extras above and beyond the regulated use of LFPOA Common Areas/Amenities.
  11. This policy is established independently by the LFPOA Board of Directors to convey and regulate LFCCI licensee easement rights as guaranteed by the Lockwood Folly Master Declaration of Covenants. It does not create any legal, financial or liability obligations by either party to the other beyond those specified in this policy.

#### **Administration of the Policy**

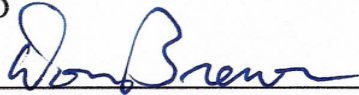
1. LFPOA will provide LFCCI with 10 easement packages containing one access card or key allowing entrance to each restricted LFPOA Amenity and any liability release forms, instructions, information or other documents LFPOA deems appropriate. Forms requiring licensees' agreement with policies, or liability releases, must be signed prior to the license becoming effective.
  - a. LFCCI may determine, without LFPOA guidance, who will be granted easement licenses;
  - b. LFCCI will provide licensee names and any other pertinent information the LFPOA deems necessary for tracking purposes;
  - c. When using LFPOA Amenities, each licensee agrees to carry on his or her person their access key or card validating their easement rights
2. To compensate LFPOA for administrative costs, LFCCI agrees to pay LFPOA on the effective date of this policy the equivalent of one additional homeowner annual assessment for as long as the licensee easement policy is in effect
3. This policy will remain in effect for 1 year from the effective date, at which time the terms and conditions will be subject to review by LFPOA, PROVIDED, that

LFPOA shall terminate existing licensees' use of Common Area access and use of LFPOA Amenities only for cause

4. LFCCI agrees to carry liability insurance for damage to POA property or injury to its licensees. To protect LFPOA against any unwarranted legal or financial claims initiated by Licensees of LFCCI, LFCCI agrees to the terms specified in the attached "Hold Harmless" agreement

LFCCI agrees to abide by the terms of this policy.

SIGNED



President, Lockwood Folly Country Club

DATE

2/12/2016

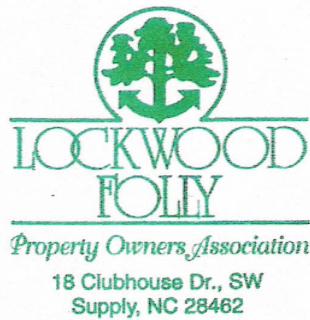


President, Lockwood Folly POA

DATE

Feb-12, 2016





### **Hold Harmless Agreement between LFPOA and LFCCI**

(a) With respect to the Common Area and Amenity Access Policy for LFCC Licensees ("Agreement") LFCCI protects, defends, indemnifies and holds LFPOA, its officers, directors, employees, agents, successors and assigns harmless from and against any and all expenses, costs, claims, demands, actions, liabilities and judgments, including attorneys' fees and court costs, damages, losses, penalties, fines and interest of any kind whatsoever (including but not limited to, claims of liabilities relating to the death of or injury to persons and damage to property), actually or allegedly, that may be asserted against LFPOA resulting from, arising out of or connected with the following:

(1) the use, occupancy, or tenancy of the LFPOA Amenities by LFCCI, its licensees, guests, agents, contractors, employees or any other person or entity claiming by or under LFCCI;


(2) any act, omission, neglect, or fault of LFCCI, its licensees, guests, agents, or employees;

(3) LFCCI's failure to comply with the terms and provisions of this Agreement or any legal requirements;

(4) any circumstances resulting from a material breach of a representation, warranty, or covenant of LFCCI under this Agreement.

(b) Additionally, LFPOA is not responsible for any defect or change of condition in or to the LFPOA Amenities and for any damage to the LFPOA Amenities or injury to any person, goods or things on the LFPOA Amenities, unless caused by LFPOA's negligence or willful misconduct.

SIGNED

  
\_\_\_\_\_  
President, Lockwood Folly Country Club

DATE

2/12/2016