

# Northwood Courtside Community Association

## Key FOB Guidelines

The following are guidelines as outlined by the Northwood Courtside Association Board (“Association”) for the electronic Key FOB mechanism (“FOB”) for the community pool and tennis courts, which will be distributed to homeowners (“Owners”), or unless otherwise requested, tenants who reside in the Northwood Courtside community.

Please review each item as Owners and tenants are required to follow and abide by each of the following items. Understand that the FOBs are the property of the Association and not the Owners and tenants:

1. Owner(s) will receive (1) FOB per residence at the time of initial distribution. Additional FOBs may not be purchased. There is a maximum of one (1) FOB that will be assigned to each residence.
2. Owners may delegate the pick-up of the FOB at the time of the initial distribution to their tenant by submitting a completed Pool/Tennis court Access Registration Form to the Management Company at least one (1) week prior to date of distribution. If the formal request is received after the date of distribution, the designated tenant will need to pick up the FOB from the Management Company and provide proof of identity (i.e. Drivers License) at the time of pick up.
3. It is the Owners’ responsibility to promptly notify the Association if any FOB is damaged, broken, lost or stolen. Once notified, the Association will deactivate the FOB and the Owner may purchase a replacement from the Association for a fee of \$75.00.
4. Prior to the sale of the residence, Owners must transfer their FOB to the new Owner. The Association will deactivate the FOB assigned to a residence when it receives notice that a change of title has taken place. New Owners can reactivate the FOB by contacting the Management Company to verify receipt of the FOB and their identity. If a new FOB has to be issued to the new Owners, a replacement fee of \$75 will be assessed.
5. Only residents of the Northwood Courtside community, including Owners or their authorized tenants may use the FOBs.
6. Any FOB must be produced and shown to any authorized Association representative upon request. If a FOB is not provided upon request, Owners, tenants and/or guests will be asked to leave the pool area or tennis courts immediately.
7. Entry into the pool area and tennis courts is by FOB use only. No climbing of the fence, propping open of the gates or other access is permitted. Trespassers may be reported to the local authorities.

Violations by Owners or tenants may be subject to disciplinary action taken by the Association for unauthorized entry into the pool area or tennis courts.

8. Owners are responsible for the actions of themselves, tenants and/or guests in the pool, pool area, spa and tennis courts.
9. Owners, who rent or lease their property to a tenant, are bound by the Association's recorded Declaration of Covenants, Conditions & Restrictions (CC&Rs). By entering into the rental or lease agreement with a tenant, the Owner delegates their rights to the use of the FOB and the use of the pool, pool area, spa and tennis courts exclusively to the tenant for the term of the rental or lease agreement.
10. Given the significant resources expended to purchase, activate and operate the FOB system, Owners will not loan or give the FOB to anyone except tenants, if applicable.
11. If Owners, tenants and/or guests misuse the FOB or violate any of the Association's Rules, Regulations or other Governing Documents of the Association, it may result in the Association taking action to deactivate the FOB, revoke membership privileges and rights, including the use of any or all of the Association Common Areas, recreation facilities, pool, pool area, spa and tennis courts, and/or forfeiture of the FOB.
12. The Association is not a guarantor, or otherwise responsible for the FOBs, FOB system or for use of the FOBs or FOB system by Owners, tenants and/or guests, including the use of the pool, pool area, spa and tennis courts. Owners, tenants and/or guests agree to indemnify, defend and hold the Association, its officers, directors, agents, contractors, and management harmless for any problems, damages, injuries, deaths, loss, defects, failures, claims, lawsuits, demands or liability as a result of the use, possession, loss, destruction, theft, or other related issues arising directly or indirectly from the FOBs, FOB system, and the use of the pool, pool area, spa and tennis courts by Owners, their tenants, guests or other persons who may utilize the FOBs or FOB system. Owners and tenants understand and agree to waive, release and discharge the Association, its officers, directors, agents, contractors, and management harmless for any problems, damages, injuries, death, loss, defects, failures, claims, lawsuits, demands or liability as a result of the use, possession, loss destruction, theft, or other related issues arising directly or indirectly from the FOBs, FOB system, and the use of the pool, pool area, spa and tennis courts by Owners, their tenants, guests or other persons who may utilize the FOBs or FOB system.