



## THE CLUB AT NATOMAS PARK RULES AND REGULATIONS

*Approved: December 21, 1999*

Revised: October 28, 2009, September 30, 2010, June 6, 2013, June 24, 2015, August 26, 2015, April 25, 2018, June 26, 2019, January 22, 2020

Welcome to The Club at Natomas Park ("The Club"), your neighborhood resort. As a homeowner in Natomas Park, you have automatically become a Member of The Club, and are entitled to the full benefits of ownership.

The Club and its amenities were specifically designed to bring families together and create wonderful memories that last a life time and meet your neighbors so that they become your friends. It is also our aim to develop a spectacular facility that will raise your property values. To those ends, the Club has designed our rules to promote the safety and enjoyment of The Club's facilities.

These rules are in addition to the Amended and Restated Master Declaration of Covenant Conditions and Restrictions for Natomas Park (the "Master Declaration" and the Bylaws of the Natomas Park Master Association ("Bylaws")) and can affect your membership in The Club. Any definitions contained in this document should be the same as they appear in the Master Declaration and Bylaws. However, if there is a difference, the Master Declaration and Bylaws supersedes any definition herein.

For your convenience, these Rules and Regulations have been organized into the attached nine sections designed to help you find the answer to a particular question quickly.

1. **Section 1. Ownership, Access, Membership and Other Rights to Use The Club**
2. **Section 2. Hours of Operation; Rules of General Applicability**
3. **Section 3. Special Rules Affecting Pool Use**
4. **Section 4. Special Rules Related to the Fitness Center**
5. **Section 5. Special Rules Related to Indoor & Outdoor Games**
6. **Section 6. Violation of Club Rules; Suspension of Club Privileges**
7. **Section 7. Responsibility of Users; Release of Liability; Indemnification**
8. **Section 8. Kids' Zone Operations**
9. **Section 9. Miscellaneous.**

Before you use The Club for the first time, and periodically thereafter, we recommend that you read and become familiar with the entire set of rules.

These rules may be updated periodically, and supplemental rules may be applicable to specific Club Facilities. Be sure to check with Club Management to make sure your set of Rules and Regulations is complete and up to date.

Thank you again and please enjoy *your* facilities.

## **Section 1. Ownership, Access, Membership and Other Rights to Use The Club**

1.1. Ownership, Management Structure of The Club. The Club is owned by the Natomas Park Master Association (the "The Club is operated, managed and maintained by Club Management (hereinafter "Operator")

1.2. Membership Cards. Access to The Club shall be by membership card ("Membership Card"). The Membership Cards will be issued by the Operator between the hours of 9:30 a.m. to 5:30 p.m. (or by appointment), daily. Ordinarily, Membership Cards shall be issued to each deeded member of the household, an additional occupant of the household and up to two (2) additional Membership Cards shall be issued to members of the household who are fourteen (14) years of age or older (provided that a Consent, Waiver, Release and Indemnification Agreement is signed by the parent or legal guardian of each minor).

1.2.1. Requirement to Present Membership Card. Membership Cards must be presented to use The Club facilities. Members who fail to bring their card to enter The Club will be given three (3) consecutive opportunities to sign in at the front desk. After the 3<sup>rd</sup> sign in per month, members will not be permitted to enter The Club until they produce a valid card or apply and pay for a replacement card.

1.2.2. Transfer of Membership Cards. Membership Cards are not transferable. A Membership Card may not be used by any person other than the person to whom it is issued.

1.2.3. Lost and Damaged Cards. Member must immediately notify The Club of a lost, stolen, or damaged Membership Card. The replacement fee for a Membership Card is \$10 and subject to the same verification process required when the initial card was issued. If an unauthorized person uses the Membership Card, the Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

1.3. Use Rights Generally. The Club is intended primarily for the use and enjoyment by homeowners (as defined in the Bylaws). Membership in the Natomas Park Master Association ("Association") and Membership in The Club are automatic for all homeowners whose homes have been annexed into the Association. These homes may include both separate single-family homes ("Lots") and individually owned single family units within a condominium ("Condominiums"). Access to The Club shall be by Membership Card only, as provided in Section 1.2 above.

1.4. Members. Every recorded owner of Natomas Park ("Owner") is automatically a member ("Member") of The Club. A person shall continue to be a Member until he or she ceases to be an Owner. Renewal cards may be subject to the same requirements at Management's discretion. The Operator will review and maintain copies of the documents listed below each time the card is issued.

- Copy of grant deed or HUD-1 (Final Closing Statement) for property in Natomas Park HOA;
- Copy of standard government-issued identification, such as a driver's license, California Identification Card, passport, or military identification.
- Legal guardianship paperwork

1.4.1. Information Sheet and Family Members. Each Owner must submit an information sheet to the Operator in which the following information is included:

- Identity of the Owner(s)
- Identity and relationship of the persons living in the home with the Owner for whom the Owner would like Membership Cards.

Ordinarily, the Owner, his or her spouse, registered domestic partner, and all children living full-time in the home, between the ages of fourteen (14) and twenty-one (21), will be entitled to Membership Cards.

1.4.2. Membership of Minors. (14 through 17 year-old children of Homeowners)

The Operator will review and maintain copies of the following items each time the card is issued or renewed:

- Birth certificate that clearly identifies date of birth and verifies each child or dependent of at least one deeded homeowner.

1.4.2.1. Minors with Membership have no guest privileges.

1.4.2.2. All children under the age of 14 must be accompanied by an adult card-carrying member.

1.4.3. Special Living Arrangements—Additional Household Cards; Shared Custody; College Students; Parents. The Operator shall issue Membership Cards to the following:

- To a Member's children who live part-time with the Member as a result of shared custody arrangements, absence during the college school year, and similar circumstances;
- To adult parents and adult children over twenty-one (21) years of age who reside with the Member or his/her spouse.

The Operator shall have the right to assess a Special Use Fee, as described in the paragraphs below. The Operator shall have the right to terminate Membership Cards issued pursuant to Paragraph 1.4. Proof of residency may be established by a driver's license, other photo identification defined in section 1.4, car registration, utility bill, or bank statement showing the home address, university identification card, or other evidence satisfactory to the Operator.

1.4.3.1. Additional Household Cards. The following are rules for additional household cards:

- In addition to deeded homeowners, one additional occupant may be issued a regular membership card and will not be subject to periodic registration/renewal or guest restrictions.
- Tenants are not permitted to use the Club and will not be issued cards under any circumstance. Owners are responsible for informing their tenants of this rule and ensuring tenants do not apply.
- Owners must be present with non-Owner occupants of the Owner's Lot at the time of application for additional cards.
- Registration and renewal fee of \$10.00 per card per year.
- Max three (3) cards issued per household under this policy.
- Additional Cardholders shall be permitted to bring in up to two (2) guests per day at \$5.00 per guest, up to the maximum daily guests per household (see Section 1.6).
- No party privileges.
- If member privileges are suspended, revoked, or ownership changes, additional household cards are revoked.
- The Operator will review and maintain copies of the following items each time the card is issued or renewed:
  - Current deeded homeowner must present person who is applying for additional card.
  - 90 days consecutive (most recent must be within the last 30 days)

bank statements, social security document, and/or utility bill.

- If an additional Cardholder does not renew his/her membership within two years, he/she is required to provide three months proof of residency instead of one month.
- Must provide a current driver's license or a State/Federal I.D.
- No guest fee will be charged for a child who comes with an additional cardholder and who will be spending his/her time in the Kid's Zone.

1.4.4. Corporate and Partnership Owners. When an Owner is a corporation or partnership, the corporation or partnership Owner must complete the information sheet with the names of the persons who are living in the home and their relationship to the corporation or partnership. The persons named on the information sheet and living in the home will be deemed to be the "family" for purposes of issuance of Membership Cards. The corporation or partnership shall update its information sheet annually, or sooner, if the persons living in the home change.

1.4.5. Transfer of Ownership. Upon the transfer of ownership of a property, the new Owner shall submit a new information sheet to the Operator, along with a copy of the recorded deed of the transfer, for issuance of new Membership Cards. Once new Membership Cards are issued, the prior Membership Cards shall be deactivated and returned to the Operator.

1.5. Nanny Pass. Current deeded homeowner must present the person who is applying for an additional card. There is a registration and renewal fee of \$80.00 each time card is issued or renewed. Cards must be given an expiration date through the end of contract or for one year, whichever is less. If member privileges are suspended, revoked, or ownership changes, then Nanny cards will also be revoked. Nannies will only be permitted into The Club when accompanied by the children for whom they are contracted to provide care. Nannies have no guest privileges and no Kids Zone privileges. Nannies must wear color-distinguishing wristbands while in the facilities. The Nanny Pass is non-transferrable. The Operator will review and maintain copies of the following items each time the card is issued or renewed:

- Current CPR card
- Copy of current driver's license, state, or federal identification
- Current contract with deeded homeowner to include verbiage regarding liability and authorization for medical treatment.

1.6. Guests. Ordinarily, persons holding active Membership Cards shall be permitted to bring a reasonable number of Guests to The Club, as determined by the Operator. Any person entering The Club who does not hold a Membership Card or Nanny Pass or does not have a Minor Membership shall be deemed a Guest. Children of deeded homeowners, 17 years of age and under, are not considered guests. Children under the age of 12 months will not be counted as a guest and will not be charged a guest fee.

All persons not presenting a card and entering with a member, regardless of age, are counted as guests in the policy outlined below:

- Weekdays (not to include those that fall under holiday weekend policy)
  - 2 free guests per household, up to a total of 8 per household, at \$2.00 each for guests 3-8.
- Weekends (Fridays, Saturdays, and Sundays) & Holidays
  - 2 free guests per household, up to a total of 4 per household, at \$5.00 each for guests 3 and 4.

1.6.1. Sign In. All Guests must sign in with the receptionist at the front desk before using The Club Facilities.

1.6.2. Accompanied by Member. All Guests must be accompanied by a person holding an active membership card when using The Club Facilities.

1.6.3. Types of Guest Passes.

1.6.3.1. Full Guest Passes. Full Guest Passes give Guests access to the Fitness Center, the Pools, and the rest of The Club Facilities while they are with the Member. These passes are available for a fee upon entering the Club.

1.6.3.2. Pool Guest Passes. Pool Guest Passes give Guests access to the Pools and Pool areas while they are with the Member. Pool Guest Passes are for access to the Pools only and do not give Guests access to the Fitness Center.

1.6.3.3. Cabana Guests. Cabana Party Guest passes give Guests access to the Lagoon and Toddler pools only and to The Club Facilities, excluding the Fitness Center. Members in good standing will not be included in the head count when renting the Cabanas.

1.6.3.4. Real Estate Agents. Real Estate Agents must provide a business card to the Operator at the front desk. Agent and potential buyers must be escorted by Club Staff member at all times. The Agent does not have privileges to use the facilities in The Club and may only use The Club for showing the property. Agents have no guest or party privileges.

GUEST PRIVILEGES MAY BE CHANGED AT ANY TIME BY THE OPERATOR.

1.7. Special Use Fees; Administrative Charges. The Operator will establish a schedule of charges ("Special Use Fees") for special or additional services provided to Members to be approved by the Board. Special Use Fees may include, for example, charges for the use of party and meeting rooms for special occasions, the cost of Nanny Passes, Guest Passes, and administrative charges for processing lost membership cards, and other services.

**Section 2. Hours of Operation; Rules of General Applicability**

2.1. Hours of Operation. The Club shall be open on the days and during the hours established by the Operator. The hours of operation may be amended seasonally. Subject to special functions and parties, current hours of operation are:

Fitness Center:	Monday through Friday:	5:00a.m.-10:00p.m.
	Saturday and Sunday:	7:00a.m.-10:00p.m.
Pools:	Monday through Friday:	5:00a.m.-9:30p.m.
	Saturday and Sunday:	7:00a.m.-9:30p.m.
Snack Bar:	Seasonal and Special Events: Contact Operator for times.	

2.2. Special Functions and Parties. Certain Club Facilities may be used for private functions, subject to availability, only with the prior consent of the Operator, upon execution of a license agreement and upon payment of all Special Use Fees applicable thereto. The sponsor of the private party shall be responsible for any damage to The Club Facilities and for the payment of any charges not paid by individuals attending the private party.

2.3. Use by Minors. Individuals younger than fourteen (14) must be accompanied by an adult holding a Membership Card or a Nanny-Pass, unless the individual is attending a Club sponsored event, in which case, the responsible adult must be on the Club facility premises during such event. Minors fourteen (14) years of age or older may use the Fitness Center, Pool, and Family Spa without adult

supervision only if the Operator has received a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian.

2.4. Alcoholic Beverages. Only alcohol which is sold by The Club shall be consumed at The Club, except for bottles of wine, which are subject to a corkage fee established by the Operator. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of California or be sold for off-premises consumption. Any person under the age of 21 who is in possession or controls alcoholic beverages or appears to be under the influence of alcohol on The Club Facilities shall be ejected from The Club. Any person who appears intoxicated may be denied further sale or consumption of alcoholic beverages while on The Club Facilities and may be requested to leave The Club Facilities.

2.5. Controlled Substances. No person shall have in his/her possession or under his/her control any controlled substance. Any person who has in his/her possession or control any controlled substance shall be ejected from The Club.

2.6. Food and Beverages. Only food and beverages purchased at The Club shall be served and consumed within The Club when the Café is open. Food and beverages may be brought to The Club for parties and special events in the discretion, and subject to The Club policies of the Operator.

2.7. General Rules.

2.7.1. Treat The Club With Respect. Members and their Guests are required to bring their own towels for use in the showers and to cover the Pool furniture when using suntan lotions. Members and their Guests are required to wipe down the equipment in the Fitness Center after use. Members and their Guests must also dispose of their trash after consuming food and beverages at The Club and are urged to cooperate in keeping The Club Facilities clean and free of debris. Members and Guests are requested to please use the recycle bins for recyclable items.

2.7.2. General Conduct. Members must conform to all Club policies and standards. All persons on The Club Facilities are expected to restrain themselves from the use of profanity and unruly conduct.

2.7.3. Member Conduct Toward Club Employees. Members and their Guests may not abuse any of the employees of The Club, verbally or otherwise. All service employees are under the supervision of the Operator, and no Member or Guest shall reprimand or discipline any employee. Members and Guests shall not request special personal services from the employees of The Club.

2.7.4. Complaints and Suggestions. To facilitate the proper management of The Club Facilities, all complaints, criticisms, or suggestions of any kind relating to any of the operations of The Club should be written and addressed to the Operator via email, mail, and/or The Club suggestion box.

2.7.5. Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, petitions and solicitations shall not be posted or circulated in The Club without the prior written approval of the Operator.

2.7.6. Attire. Shirts and shoes must be worn at all times when on The Club Facilities, except in the pools and adjacent patio areas.

2.7.7. Parking. Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Overnight parking is not permitted without the permission of the Operator. Violators of the parking restrictions may have their vehicles towed at the Owner's expense.

2.7.7.1. All vehicles must be parked within the designated stalls. Parking outside the designated stall, on or over the lane line is considered a violation.

2.7.7.2. The car port to the front entrance is to be used for loading and unloading only, with a time limit not to exceed 10 minutes. Vehicles must park to one side of the car port to allow access for other vehicles to pass through.

2.7.7.3. Parking is prohibited to all fire lanes which are marked in red.

2.7.7.4. Using parking stalls for carpooling types of activities is prohibited. This includes, but is not limited to, using public transit.

2.7.7.5. If a vehicle is cited more than once for a parking violation, the deeded homeowner(s) shall be called to a hearing by the Board of Directors.

2.7.8. Guns. Firearms and other weapons of any kind are not permitted on The Club Facilities at any time, except for law enforcement and security personnel.

2.7.9. Gambling. Gambling is prohibited on or about The Club Facilities. This prohibition is not intended to restrict bingo, social card playing and board games.

2.7.10. Bikes and Skates. Skates, in-line skates, skateboards, and bikes may be used on paved driveways only for access to the entrance to The Club Facilities. None of the foregoing may be used in the clubhouse or in areas adjacent to the Pools. Skates, in-line skates, skateboards, and bikes left on The Club Facilities must be stored in the appropriate areas and are stored at the owner's risk.

2.7.11. Smoking. Smoking, including cigarette, cigar, pipe smoking, and vaping is not permitted within any of The Club Facilities or on The Club grounds.

2.7.12. Dogs and Pets. Dogs (other than service animals) or other pets are not permitted except under special circumstances and when authorized by The Club.

2.7.13. Personal Barbecues, Tents, Etc. No personal barbecues, tents, tarps or flooring such as Slip n' Slides, toddler pools, etc. may be brought onto The Club Facilities without the prior written approval of the operator.

2.7.14. Property Belonging to The Club. Property or furniture belonging to The Club shall not be removed from the room or area in which it is placed or from The Club Facilities.

2.8. Supplemental Rules. The Operator may promulgate supplemental or additional rules respecting the Pools, the Fitness Center and other Club Facilities from time to time, and these rule and changes will be posted at the entrance of The Club. Homeowners are responsible to be aware of the Club Rules.

### **Section 3. Special Rules Affecting Pool & Spa Use**

#### **3.2. Types of Pools.**

3.2.1. Lagoon Pool & Spa The pool and spa, located adjacent to the Cove Café, are used for leisure activities and member enjoyment.

3.2.2. Lap Pool. The Lap Pool is for exercise classes, and lap swimming. To be in a lap lane, a person must be able to swim or walk with their head above water one full length of the pool without assistance. Swim lanes will be shared with up to 4 members or guests in each lane. The lap pool is NOT for leisure activities; its use is for health and fitness, swim lessons, and on occasion water aerobics classes.

3.2.3. Cutout Area of Lap Pool. A person must be performing fitness activities, including physical therapy, or, if being taught how to swim, must be in the cutout with the person teaching them when in this area of the Lap Pool.

3.2.4. Children's Pool. This pool is used for children five years of age and under. Minors using the Children's Pool must be supervised at all times by an adult holding a Membership Card, Guest Pass or Nanny Pass. Children 14 years of age and older may supervise younger siblings in this pool.

Guardians may also be in the pool with children.

3.3. Risk of Use. Use of the Pools is at the swimmer's own risk. Without limiting any other provision of these Rules and Regulations, each Member is personally liable for any injury to his or her family members, Guests and other invitees using the Pools. Members of all ages can enjoy all of the pools and the spas that are on property during regular business hours.

#### **3.4. Equipment and Towels.**

3.4.1. Towels. Members and Guests are required to bring their own towels. Fitness towels are prohibited in the pool area and should not be used for showering.

3.4.2. Equipment and Furniture. All equipment used for water classes is the property of The Club and should be returned to The Club. Chaise lounges are available for Members' use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible Member. Saving of chairs for persons absent from the pool areas for 30 minutes or more is not permitted.

3.4.3. Floats. The use of inflatable floats is prohibited (with the exception of the toddler pool). Inner tubes, air mattresses, inflatable rafts and other flotation devices are not permitted in all pools and spas. The use of inflatable rafts up to two (2) feet in diameter may be used in the toddler pool with adult line of sight supervision. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles", as well as flotation devices, may be used to assist non-swimming minors under adult supervision. Kickboards can be used as a flotation device in the Lagoon & Lap Pools.

3.5. Hours of Use. Swimming is permitted only during published open hours of the Pools and Spas. The Pools and Spas are officially closed when a "Closed" sign is posted and may be closed for certain portions of the year. Pool closes nightly 30 minutes before the Club closes.

3.6. Spas. Use of the Spas is at Members' and Guests' own risk. Pregnant women and others with medical conditions should check with their doctors before using the Spas. All persons should take



appropriate precautions when using the Spas. Minors under the age of five (5) are not permitted to use the Serenity Spa at any time.

3.6.1. Lower Spa. Minors up to age 13 must be supervised by an adult when using the Spas. Minors 14 and older are permitted to use the spas without adult supervision only if there is a consent, waiver, release, and indemnification agreement executed by the child's parent or legal guardian on file in the operations office. There is a limit of 14 individuals at one time in this spa.

3.6.2. Serenity Spa. Minors under the age of five (5) are not permitted in the Serenity Spa due to health concerns; the temperature of this spa is kept hotter than is safe for children under the age of five (5). Minors under the age of 14 cannot be in the spa without adult supervision. Minors 14 and older are permitted to use the spa without adult supervision only if there is a consent, waiver, release, and indemnification agreement executed by the child's parent or legal guardian. There is a limit of 23 individuals at one time in this spa.

3.6.3. No diving is permitted off the deck into the spa or within the spa.

3.6.4. Personal music of any kind is not permitted in the pool area without the use of headphones or ear buds.

3.6.5. The use of all personal electronic devices, such as cell phones, tablets, computers, etc. are prohibited in or around the spas.

3.6.6. No boisterous behavior or loud noise is permitted in or around the spa; this includes, but is not limited to, pushing, pulling, wrestling, splashing, dunking, diving, throwing items, yelling, using profanity, etc.

3.6.8. All patrons known to be, or suspected of being afflicted with an infectious disease, suffering from a cough, cold, sores, or wearing bandages shall be asked to vacate the spa.

3.6.9. Spitting, urinating, blowing of the nose, spouting of water or the deposit of foreign matter in the spa is strictly prohibited.

3.6.10. Glass, crockery, and other hazardous objects shall not be permitted within the spa or spa deck area.

3.6.11. Consumption of food and or beverage, with the exception of water in non-glass containers, is not permitted within five feet of any pool or spa.

3.6.12. Proper swimming suits must be worn in the spa and pools. No t-shirts or street clothes, thongs, cutoffs, or non-swim shorts are allowed in the spas or pools.

3.6.13. Snorkeling equipment and flotation devices are not allowed in the spa.

3.6.14. Weak or non-swimmers must be within arm's reach of a responsible adult.

3.6.15. Members shall act in a courteous manner when deciding whether or not to use the spa jets.

### 3.7. Minors.

3.7.1. Other Restrictions. Minors under the age of eight (8) are not allowed in the deep areas of the pools without an accompanying adult. Minors under the age of fourteen (14) are not permitted in the locker rooms without a parent or responsible adult.

3.8. Entering the Club from the Pool Area. Members and Guests must dry off before entering the facility.

3.9. Hazardous Activity. Games, horseplay, running, ball playing, and noisy or hazardous activity will not be permitted anywhere in the Club. Pushing, dunking, and dangerous games are not permitted. Snorkeling equipment, other than a mask, is not to be used in the Pools except as part of an organized course of instruction. The throwing of Frisbees/discs, wet clothes, or any other object is not permitted at any time within the Pools or Pool areas.

3.10. Diving/Climbing. No diving is permitted in any Pool or Spa. No climbing is permitted on any structure.

3.11. Pool Monitors. Every person using the pools is required to follow the instructions of the Pool Monitors.

3.12. Pool Breaks. For the first 10 minutes of every hour, every person under the age of 10 must be completely out of the pool to facilitate rest breaks.

3.13. Swim Diapers. All incontinent persons must wear swim diapers, or other similar protection, while using the pool. All children who are not fully potty-trained must wear swim diapers. For health and sanitary reasons, regular diapers are not permitted in the pool, and no diapers of any kind are allowed in the spa.

#### **Section 4. Fitness Center Rules**

##### 4.1. Equipment and Towels.

- When others are waiting to use equipment, use of cardio-equipment is limited to thirty (30) minutes per person.
- Banging and/or dropping of weights are prohibited.
- Members and guest are required to return and re-rack weights after use.
- Use of all equipment is at Members' and Guests' own risk.
- Personal items (i.e. coats, bags, etc.) must be stored in a locker or placed in a cubby or on one of the coat racks.
- Placing items on the floor and window sill is prohibited.

4.2. Food and Beverages. Food and beverages may not be brought into the Fitness Center except for water in sports bottles.

##### 4.3. Locker Rooms.

4.3.1. Children over the age of four (4) are prohibited to use the locker room of the opposite gender.

4.3.2. Hair cutting and/or hair dyeing is prohibited.

4.3.3. Lockers are for day use only. The Club will remove and discard any locks left overnight.

4.3.4. Minors under the age of fourteen (14) are not permitted in the locker rooms without a parent or responsible adult.

4.4. Attire. Proper athletic attire is required when using the fitness equipment. Athletic clothing such as sweats, T-shirts, athletic shorts, and closed-toed fitness shoes is permitted. Open-toed and open back shoes are not permitted in the fitness area. Clothing such as denim, Khaki's, pants or shorts with belt loops and/or buttons is not permitted. Except for weight belts, belts are not permitted under any circumstances. Tank tops must cover chest and back.

4.5. Minors. Minors under fourteen (14) years of age are not permitted in the Fitness Center under any circumstances. Minors fourteen (14) years of age or older may use the Fitness Center with adult supervision. Minors fourteen (14) years of age or older may use the Fitness Center without adult supervision, provided there is on file with the Operator a Consent, Waiver, Release and Indemnification Agreement executed by such minor's parent or legal guardian.

4.6. Personal Trainers. Members may not bring their personal trainers or fitness instructors into the Fitness Center as a Guest or otherwise. Members may not train another person in the Fitness Center, unless approval is granted by the Operator. Personal trainers may be available through The Club.

4.7. Cancellation Policy. Members must cancel appointments for special services 24 hours prior to the scheduled appointment or the responsible Member will be charged the full amount of the service. If the Member has prepaid for the services, and has properly canceled, the Member may reschedule within the same month at no additional charge.

4.8. Cell Phones/Tablet type devices. Members and guests may only use cell phones in the fitness areas to listen to music or watch videos and must do so wearing headphones. Taking pictures or making videos of Club staff, homeowners or guests is prohibited. As a courtesy to others, please step out of the fitness areas to receive or make phone calls. Cell phones are prohibited from use in the shower areas. It is not permissible to use any exercise equipment as a location to sit and/or stand while taking an exercise break or to operate your cell phone or tablet, unless it is simply providing entertainment, while you use the equipment for its intended purpose.

## **Section 5. Special Rules Related to Indoor & Outdoor Games**

5.1. Use of Lawn Games is limited to one hour, and membership cards of any member using these games must be left at the front desk during that time. Time will not be added if a member joins your activity at a later time. Club staff will inform you of your start and ending time. staff will advise members when their time is up.

5.2 Outdoor games can be checked out and be used on the lawn areas. Indoor games are available for Member use the Lounge or Party room, subject to availability.

5.3. All lawn game operating hours are scheduled for 7:00am-Dusk, weather permitting. Indoor games can be utilized until close of business.

5.4. There will be a 5-minute grace period to return equipment before staff picks up the equipment.

5.5. Any card-carrying member 14 years of age or older may check out Lawn Games. Individuals under the age of 14 and guests must be accompanied by a parent/host member. Card carrying members under the age of 18 may not supervise younger members, guests, or siblings.

5.6. Broken or lost equipment will be the responsibility of the deeded homeowner, who will be subject to replacement costs. Members found to be abusing equipment may have their Lawn and Indoor Games privileges revoked.

5.7. Lawn Games checkout will be performed at the front desk.

5.8. Any Members who choose not to follow these rules will be invited to a disciplinary hearing before the Board of Directors and his/her privileges may be revoked.

## **Section 6. Violation of Club Rules; Suspension of Club Privileges**

6.1. General. Violation of Club Rules may result in suspension of privileges and other sanctions imposed by the Operator and the Association. In addition, Club privileges may be suspended by the Association in accordance with the Master Declaration and the Bylaws.

6.2. Suspension by Operator. The Operator may restrict privileges, eject persons from The Club, and temporarily suspend a person's access to The Club in each of the following circumstances:

6.2.1. An Owner submits false information on the information sheet or application form;

6.2.2. The Member violates one or more of these Rules and Regulations in a manner which endangers the safety of any other person or damages or threatens to damage The Club property;

6.2.3. The Member or Guest repeatedly violates Rules and Regulations which are not injury or property threatening;

6.2.4. The Guest of a Member violates one or more of the Rules and Regulations then in effect;

6.2.5. The Member or Guest injures or harms any person within The Club Facilities, or harms, destroys or steals any personal property within The Club Facilities, whether belonging to a third party or to Club Owner.

Suspension by the Operator shall be in place until a hearing by the Association's Board of Directors. A hearing shall be conducted by the Board, who will determine if further suspension or fine is appropriate in accordance with the Bylaws.

6.3. Suspension by the Association. The Association may restrict privileges and suspend a person's access to The Club for the following reasons:

- Following the notice and hearing procedures set forth in the Bylaws,
- Failure of the Owner to pay Club Charges in a timely manner.

Suspension of privileges shall not entitle any Owner to a reduction of Club Charges or to a refund of Club Charges previously paid. Once a person is suspended by the Association, the Operator will not allow such person access to The Club until notified in writing by the Association that the suspension has been lifted.

6.4. Towing. The Operator has the ability to have vehicles towed from the property for inappropriate use of the stalls. This includes, but is not limited to, overnight parking, occupying more than one stall, parking in a fire lane or other spots designated as no or limited time parking.

## **Section 7. Responsibility of Users; Release of Liability; Indemnification**

7.1. Accidents to be Reported. All accidents involving injury to a person or persons, or damage to property, must be reported to the Operator immediately.

7.2. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her immediate family members and Guests, all persons using The Club through such Member, and the personal property of all of the foregoing.

7.3. Cars and Personal Property. The Club is not responsible for any loss or damage to any private

property used or stored on The Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Club Parking Areas assumes all risk of loss with respect to his or her vehicle and possessions within that vehicle; equipment, jewelry or other possessions stored in the Fitness Center lockers, on bicycles, or within vehicles; and wallets, books and clothing left in the Pool areas. Property left by any person on The Club facilities and not claimed within ninety (90) days may be disposed of by the Operator without notice.

7.4. Assumption of Risk of Activities; Release. Each person who enters The Club assumes the full risk of injury which may result from such entry, whether from the use of any apparatus, appliance, or facility by that person or others; from any contest, game, function; or from any other activity operated, organized, arranged or sponsored by The Club, either on or off The Club Facilities (individually and collectively, "Club Use and Club Functions"). By entering The Club, each such person hereby and thereby jointly and severally releases and discharges the Operator, the Association, and the respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Released Parties") from any and all "claims" such person may have, now or in the future, which are in any way related to any Club Use and Club Functions. "Claims" shall include, but shall not be limited to all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever in which such person may have as the result of any act, omission, promise or obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

7.5. Member Liability. Each Member shall be liable for any and all injury to persons and property at The Club and for any and all injury to persons and property resulting from any Club Use and Club Functions which is caused by that Member or by any person using The Club or engaging in Club Use and Club Functions by reason of their relationship to such Member. All persons having liability under this Paragraph 7.5. shall be jointly and severally liable for all resulting damages.

7.6. Indemnification of Operator, Association. In addition, each Member shall defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of The Club or participation in Club Use and Club Functions by such Member, the members of their respective households, their Guests, and other persons entering The Club or participating in Club Use and Club Functions as a result of their relationship.

7.7. Attorney's Fees. In the event of any action or proceeding brought to enforce any one or more of these Rules and Regulations, the prevailing party shall be entitled to recover its attorney's fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

## **Section 8. Kids' Zone Operations**

8.1 Kids' Zone. Babysitting services are available for all Members who remain onsite at The Club. This will be on a first-come-first-serve basis if room is available. On occasion, the Kids' Zone will reach capacity, and a sign will be posted stating as much. Maximum capacity of the Kids' Zone is 20 children; however, the number of children permitted at any one time will be limited based on staffing levels and the ages of children in the Kids' Zone area. **No children of guests are permitted.**

8.1.2 Special Needs – Kids' Zone. The Association reserves the right to refuse to provide

access to the Kids' Zone under circumstances in which the child's physical or psychological condition requires care or attention that the Association's staff cannot provide, and which could jeopardize the Attendant's ability to provide a safe and attentive environment for all children.

8.2. Age Range: Children from age six (6) months to 10 years.

8.3. Time Limit: The maximum time for Kids' Zone service is 2 hours. After 1 ½ hours, a parent must go to the Kids' Zone to check on their child/children.

8.4. Child Pick-up: There is a five (5) minute grace period for picking up your child/children. Following 5 minutes past your pick-up time, there will be an additional 30-minute fee charged.

8.5. Parents/Guardians Must Stay Onsite: Parents or Guardians are required to stay on the Club grounds while their child/children are supervised in the Kids' Zone. Under no circumstance may a child be left in Kids' Zone if a parent or guardian is not present on the Club premises.

8.6. Illness: Any children showing any signs of illness are not permitted in Kids' Zone. To prevent the spread of illness, children will have their temporal temperature taken. Any child with a temperature above 99.4 degrees F will not be permitted into Kids' Zone.

8.7. Illness Prevention: To prevent the spread of potential illness, children must sanitize their hands upon entry into the Kids' Zone.

8.8. Complimentary Services: There is no fee for Members utilizing the Kids' Zone services for the purpose of attending committee and/or board meetings. Fitness instructors employed on behalf of the Club may utilize the Kids' Zone services while providing fitness services for Club members.

8.9. Fee Structure and Hours of Operation: The Operator will determine a fee structure for Kids' Zone services. The fee structure can be changed from time to time, based on Association Board approval. Services will be available seven days/week, with limited service on the weekend. The schedule will be posted and available at the Club front desk and Member Services.

## **Section 9. Miscellaneous**

9.1 Authority to Promulgate and Amend Rules. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. THE CLUB IS A PRIVATELY-OWNED FACILITY AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION BOARD AS PROMULGATED BY THE OPERATOR. These Rules and Regulations are promulgated by the Association Board and the Operator pursuant to Article 4, Section 4.03 of the Master Declaration. These Rules and Regulations may be amended from time to time by the Association Board and Operator without the consent of any other person or entity. All changes to these Rules and Regulations shall be posted in a conspicuous place within The Club or, in the Operator's sole discretion, communicated otherwise to the Members of The Club. All Rules and Regulations are promulgated by the Association Board and shall be posted on the Association website.

Under unforeseen circumstances, the Operator has the ability to make decisions regarding the Club rules on temporary basis.