

# **Y.O. RANCH HEADQUARTERS CLUB**

## **RULES AND REGULATIONS**

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## **PREAMBLE**

These Rules and Regulations (the "Rules and Regulations") are established by the Owner (all capitalized terms used in these Rules and Regulations and not otherwise defined herein shall have the same meanings as they have in the Membership Plan for Y.O. Ranch Headquarters Club (the "Club") (as amended, modified or supplemented from time to time, the "Membership Plan")) to protect the Recreational Facilities, to promote the health, safety, welfare and enjoyment of the Recreational Facilities by the Members and their Immediate Family (Immediate Family Members are hereinafter sometimes collectively referred to as "Family Members"), and guests, pursuant to the Membership Plan, and provide Members with an enjoyable club experience. These Rules and Regulations, in conjunction with the Membership Plan, govern the use of the Recreational Facilities by the Members and their Family Members, and guests, as well as other matters pertaining to membership in the Club. These Rules and Regulations also govern use of the Recreational Facilities by other permitted users thereof. These Rules and Regulations may be amended, modified or supplemented by the Owner from time to time.

## **GENERAL CLUB RULES**

1. **All Members and Members' Users Bound.** Each Member and the designated user under a membership held by an entity (herein a "Designated User") and each person who uses the Recreational Facilities or is present on the Club premises (the "Premises") as a Family Member, or as a guest under a membership (each of whom including the Member or Designated User unless otherwise indicated or the context requires otherwise, is referred to as a "Member User"), or other permitted user, shall be bound and abide by all of the provisions of these Rules and Regulations, as they may be amended, modified or supplemented from time to time. In addition, each Member shall be responsible under these Rules and Regulations for all of the acts of such Member's Member Users (references herein to "Member" shall be deemed to include each Family Member of a Member, as well as a Designated User under a membership held by an entity and his or her Family Members, where applicable, unless otherwise indicated or the context requires otherwise).

1. **Hours of Operation.** The Recreational Facilities shall be open on the days and during the hours as may be established by the Owner, from time to time, and posted. Areas of the Recreational Facilities also may be closed for scheduled maintenance and repairs. The Owner reserves the right to restrict use of or to otherwise reserve in advance the Recreational Facilities for maintenance, tournaments, group play, outings, receptions and other group or special events from time to time, including Member-sponsored events.

2. **Entertainment and Amplified Sound.** Loud or amplified music or speech, as well as performance by entertainers, will be permitted on the Premises only with the permission of the Club's management personnel (which includes the General Manager) ("Management Personnel").

3. **Alcoholic Beverages.** Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Premises in any manner that is prohibited by law. The Owner reserves the right, in its discretion (but does not undertake any obligation), to refuse service to any person, including a Member, who appears to be intoxicated. Staff working at the Recreational Facilities will be permitted to deliver food and/or beverages to locations away from the service area in

question (excluding, for example, beverage cart service and on-course comfort stations) only with the permission of Management Personnel.

4. Food and Beverage Service. Except as otherwise provided herein, or permitted by the Owner from time to time, the Owner shall be the sole provider of food and beverages at the Premises, and persons shall not be allowed to bring their own food or beverages for consumption at the Club.

5. Advertising. Commercial advertisements shall not be posted or circulated on the Premises, nor shall solicitations of any kind be made on such property or on any stationery or other media containing the Club's name, without the prior written approval of the Owner in each instance.

6. Member List. The Owner shall maintain an electronic membership register through the Club's website, which shall identify the Members in each of the categories of membership established from time to time. A Member shall have the right to withhold such Member's name from the membership register. No Member may use the membership register or other membership information for any solicitation or other commercial purpose or otherwise without the Owner's prior written consent.

7. Fundraising and Political Activities; Religious Functions. The Premises, including the Recreational Facilities, may not be used for any fundraising or political effort or demonstration for the benefit of any social or political cause, except as the Owner may otherwise approve in writing from time to time. No petitions or similar items shall be originated, solicited, circulated or posted at the Premises without the Owner's prior written approval in each instance. The Premises, including the Recreational Facilities, shall not be used for any religious service, gathering or function or similar activities except as the Owner may otherwise approve in writing from time to time.

8. Inappropriate Requests. Members and their Member Users shall not request any illegal or special personal services from staff working at the Premises (whether on duty or off duty) or request the personal use of property or equipment that is not ordinarily made available for use by Members. Members may not solicit employment from or employ any Club staff member.

9. Pets. No pets (with the exception of recognized service dogs assisting persons with disabilities) are permitted within enclosed Recreational Facilities such as the clubhouse and any related patio areas. To the extent dogs are permitted within enclosed Recreational Facilities, they must be on a leash no longer than six feet in length at full extension. If permitted, Members and their Member Users shall comply with the rules and regulations posted at the designated premises, otherwise published and/or on the Club website with respect to pets. Members shall be responsible for all damage caused by a pet brought to the Premises by their respective Member Users. Members and their Member Users shall clean up after their pets.

10. Complaints. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Recreational Facilities or the Club, or staff working at the Premises, must be in writing, signed and addressed to the General Manager or other person designated by the Owner from time to time.

11. Standard of Conduct. All Member Users shall comport themselves in a non-violent, non-aggressive, reasonable manner while present on the Premises. Member Users may not abuse, verbally or otherwise, anyone present on the Premises, including staff working at the Premises. All persons working at the Premises shall be under the supervision of the Owner or Management Personnel, and no Member User shall reprimand or seek to discipline any worker, nor shall a Member User request a worker to leave the Premises for any reason. Any worker not rendering courteous and prompt service should be reported to Management Personnel immediately.

12. Parking. Self-parking of vehicles on the Premises is permitted only in designated areas. Vehicles parked in violation of "No Parking" signs or other parking restrictions may be towed at the owner's expense.

13. Smoking. Smoking is permitted only in designated outdoor areas on the Premises, but in any event, subject to local health regulations.

14. Weapons; Fireworks. No firearms or other dangerous weapons of any kind are permitted on the Premises at any time unless otherwise approved in advance by Management Personnel in connection with use of the Recreational Facilities. No fireworks are permitted on the Premises, except for organized displays sponsored by the Owner and except as otherwise approved by Management Personnel in writing from time to time.

15. Enforcement. The Owner will designate staff who will have the authority to enforce these Rules and Regulations.

16. Non-Discrimination. The Owner shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, or marital status, or any other form of negative discrimination.

17. Posted Rules. Members and their Member Users shall comply with all posted rules and regulations at the Premises.

18. Cell Phones. Members and their Member Users shall ensure that use of personal communications and entertainment devices (cell phones, iPads, laptops, Bluetooth devices, video game devices, etc.) is not disruptive to fellow Members.

19. Club Offices. Club offices and office equipment are for Club operations use only and are not available for Member or Member User use. Members and Member Users are respectfully requested to refrain from entering Club offices or kitchen areas, except by invitation.

20. Violations. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club, the Owner, or their affiliates, will subject the person in violation to disciplinary action by the Owner in accordance with these Rules and Regulations.

21. No Contraband. No Member User or any other permitted user shall purchase, use, ingest, possess or distribute illegal drugs or other controlled substances, or attempt to do any of the same, or otherwise engage in any other criminal activity, while on the Premises.

22. Special Needs. If a Member User or the guest who is going to be visiting the Club has special needs which can reasonably be accommodated, the Member User must advise Management Personnel in writing with reasonable advance notice so that the appropriate preparations can be made for such Member User's specific needs. The Member will be notified if there is an inability to accommodate all or part of the special needs of which the Club has been notified.

23. Trademarks, etc. Members shall not use the name, logos, colors, trademarks, service marks, photographs, trade dress or other identifying features of the Club without obtaining the specific prior written approval of the Owner. Members hereby expressly recognize that the Club marks are the valid, unique and exclusive property of the Owner and its affiliates. Members may not produce or create or authorize others to produce or create the Club name, logos or other identifying items for any purpose whatsoever, including but not limited to, in any communications, marketing, advertising or other promotional materials (including, without limitation, brochures, flyers, invitations, e-mail messages, and the like), without the Owner's prior written consent.

24. Owner's Discretion. Any reference herein to a right, decision or permission being reserved to the Owner shall mean that such right, decision or permission may be exercised, made, granted or withheld, as the case may be, in the Owner's sole and absolute discretion, unless otherwise expressly stated. Any reference herein to a right, decision, or permission being reserved to the Owner shall mean that such right, decision or permission may be exercised, made, granted or withheld, as the case may be, in the Owner's sole and absolute discretion, unless otherwise expressly stated. Further, use of the term "discretion" herein shall mean sole and absolute discretion.

## **MEMBERSHIP CARDS**

1. Issuance of Cards. The Club may issue a membership card or other type of membership credential to each Member, and to selected Family Members of the Member. Membership cards or other membership credentials, if issued, may be necessary for entry into the Club Facilities and/or to open and close tabs, as determined by the Club from time to time.

2. Lost Membership Cards. If a membership card or other type of membership credential is lost or stolen, the Club must be notified immediately. The Member's club account will be canceled, and the Club will issue a replacement. This procedure reduces the risk that unauthorized persons are able to charge items to the account. Until notification of loss or theft is received in writing by the Club, the Member is responsible for all charges placed on the account. The Club may charge a fee for issuance of a replacement membership card or other credential.

3. Improper Use. A membership card or other membership credential may not be used by any person other than the person to whom it is issued. A membership card or other membership credential is not transferable. Any improper or unauthorized use of a membership card or other membership credential by a Member User shall be a violation of these Rules and Regulations and may result in suspension of membership privileges and possible expulsion.

4. Vehicle Decals. Members may receive decals or other identification for their vehicles from the Club, and shall display such identification as required by the Club.

5. Return of Membership Cards. Upon leaving the Club following resignation or for any other reason, all membership cards or other membership credentials, if issued will be deactivated and they and any other identification materials, to the extent applicable, must be returned to the Membership Office.

### **MEMBER DUES AND CHARGES**

302014144. Billing Policy. Dues will be billed on an annual basis in advance, unless otherwise determined by the Owner. Fees and charges incurred at the Club will be billed on a monthly basis.

302014145. No Credit Card Charges. Members and their Member Users cannot use credit or debit cards to purchase goods and services at the Club unless otherwise determined by the Owner. Cash payments are also not permitted.

3. Billings. Members have the option of having dues, fees and other charges billed to their Club account, or deducted from their bank or other financial institution account on file with the Club. Members will receive a written statement of their dues, fees and charges. In any case, Members are required to provide a valid credit card approved by the Owner to which the Owner can charge delinquent amounts. Members agree to pay directly to the Owner any amounts not received from the bank or other financial institution account, or from the credit card company, if applicable, as contemplated hereby within 10 days of receipt of written notice from the Club. If payment is not received within 30 days of when the amount is first billed, the account shall be considered delinquent and a late payment charge per annum determined by the Owner from time to time (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date the amount became delinquent until payment in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Owner to reactivate an account once it is deemed delinquent.

4. Charge Privileges. A Member will be entitled to credit and charge privileges with respect to the membership so long as the Member's membership is in good standing and the Member complies with the requirements specified in paragraph 3 above. In addition, failure to comply with said requirements will constitute a violation of these Rules and Regulations.

5. Other Delinquency. Delinquency with respect to the payment of condominium and sub-condominium dues and assessments, or other charges owed to a developer-affiliated vendor relating to a property in the Community with which a membership is associated, is deemed harmful to the Club and the Members. The Owner shall have the right to suspend membership privileges in the Club at any time there is a delinquency with respect to such payments, at the request of the vendor or administration of the condominium or sub-condominium in question, until the delinquent amount is paid in full. In addition, in the event a Member or related person is delinquent in the payment of any amount owed to an affiliate of the Owner connected in any way with the Community, the Owner shall have the right to suspend membership privileges until the delinquent amount has been paid in full.

6. Disciplinary Right. If a Member fails to pay any amount incurred by the Member or a Member's Member User within 30 days of when it is first billed, the Owner shall have the right to suspend membership privileges in the Club at any time until the delinquent account is

paid in full. Continued delinquency for a period of 90 days from the date an account is first billed or repeated incidents of delinquency by a Member may result in termination of membership in the Club or involuntary resignation from the Club, in the Owner's discretion.

7. Entity Membership. When a membership is issued in the name of an entity, each Designated User of that entity shall be jointly and severally liable with the entity for all dues, fees and other charges and liabilities associated with the membership.

8. Collections. If the account of any Member is delinquent, the Owner may at its option take whatever action it deems necessary to effect collection. If the Owner commences any legal action to collect any amount owed by any Member or to enforce any other liability of any Member to the Owner, and if judgment is obtained by the Owner, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings or bankruptcy. Notwithstanding the foregoing, if the Owner retains legal counsel to pursue collection of a delinquent account, but which does not involve the commencement of a legal action related thereto, the Member in question shall be liable for reasonable attorneys' fees incurred by the Owner in this regard.

9. Billing Questions. Questions regarding billing matters should be directed to the Club's Accounting Department.

### **MAILING ADDRESSES**

1. Address and Mailing. Each Member shall be responsible for keeping the Club notified in writing of the current mailing address, telephone number and e-mail address of such Member from time to time. All monthly statements, notices, and other correspondence from the Club will be sent via electronic mail unless otherwise determined by the Club and each Member, by virtue of becoming a member, authorizes the Club to take such action. If at any time the Club has not received the current address or information from a Member, any transmission from the Club may be addressed to the address that the Club believes is the most likely to result in delivery to such Member.

2. Change of Address. Failure to keep the Club apprised of the Member's current mailing address, telephone number and e-mail address shall constitute a waiver of the right to receive notices, bulletins and any other communications, and a violation of these Rules and Regulations.

### **CLUB SERVICES AND ACTIVITIES**

1. General. The Club may provide a variety of social and recreational events in which Members are encouraged to participate. The Club desires to encourage the use of the Recreational Facilities by Members for private functions provided they do not interfere with the normal operation of the Club or the services regularly available to Members.

2. Group Activities. Group activities (i.e., gatherings of more than eight persons) on the Premises will be allowed only with the permission of Management Personnel.

3. Reservations. Members may be required to make reservations for Club services and activities as determined to be appropriate by Management Personnel.

4. Private Functions. Private functions are permitted at the Premises only with prior permission of Management Personnel. The Member sponsoring the function must attend the function unless otherwise determined by Management Personnel. Further, the Member sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any décor (i.e., all such persons shall be considered to be Member Users of the sponsoring Member). Similarly, the sponsoring Member of the function shall be responsible for any damage to the Premises and for the payment of any charges not paid by individuals attending the function.

5. Special Events. Special events and functions may be scheduled from time to time at the discretion of the Owner as contemplated by the Membership Plan, which events may impact Member use of the Recreational Facilities.

## DISCIPLINE

1. Improper Conduct. Members are responsible for their own conduct and for the conduct of their Member Users. Any Member whose conduct (or the conduct of such Member's Member Users) shall be deemed by the Owner to be likely to endanger the welfare, safety, harmony or reputation of the Owner or the Owner, or their affiliates, the Club or its Members, or the Members' enjoyment of the Recreational Facilities, or is unlawful or otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with such Member's membership suspended or terminated by the Owner. The Owner shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failure to timely pay amounts owed to the Owner, (ii) violent or threatening behavior or behavior otherwise endangering the health, safety or well-being of any person or property, (iii) failing to meet eligibility for membership, (iv) submitting false information in such Member's Proposal for Membership or Membership Agreement, (v) if applicable, allowing such Member's membership card or other membership credentials to be used by anyone who is not authorized to do so, (vi) abusing the Club personnel or employees, other Members or anyone else on the Premises from time to time, (vii) acting in a manner incompatible with the standard of conduct of the existing membership or conduct which is generally unbecoming of a Member, whether or not at the Club or related to the Club, including without limitation, engaging in sexual harassment of any kind, (viii) the making of disparaging remarks concerning the Owner, the Owner or any affiliate, or any person employed by or otherwise associated in a management or ownership capacity with, any of such entities, (ix) the commencement, or threat of commencement, of a legal action against the Owner, the Owner or any affiliate (except for a bona fide tort action based upon an injury sustained while using the Recreational Facilities), or (x) a violation of these Rules and Regulations.

2. Notice and Hearing. Any Member accused of improper conduct (or whose Member User is accused of improper conduct) shall be notified of the Owner's proposed disciplinary action and shall be given an opportunity to be heard by the Club's designated representative(s) (e.g., General Manager or other individual or group designated for such purpose from time to time by the Owner) to show cause why the Member should not be disciplined. If such Member desires to be heard, the Club's designated representative(s) or body shall set a time and date (not less than 10 days thereafter) for a hearing. The procedures set forth

in this paragraph shall not restrict the Owner's right to suspend a Member's privileges or expel a Member due to delinquent amounts owing by such Member. In addition, the Owner can take immediate disciplinary action if the conduct of such Member or Member User consists of violent or threatening behavior or conduct otherwise endangering the health, safety or well-being of any person or property, other conduct which in the Owner's discretion warrants a suspension or expulsion in advance of a hearing, or in the case of a repeat violation of a provision of these Rules and Regulations by such Member or Member User within one year after the Club/Owner has given written notice to such Member that repeated violation of such provision may result in the immediate suspension or expulsion of the Member without an opportunity for a hearing. Notwithstanding the preceding provisions of this paragraph, the Owner shall have the right to suspend a Member (pending a hearing if one is requested) or expel a Member with notice only in the case where the Member's or a Member's Member User's conduct warrants such action in the Club's discretion.

3. Suspension. If the Owner determines that the conduct of the Member (or one or more of a Member's Member Users) has been improper, the Owner may suspend or restrict such Member's privileges of membership for any period of up to 12 months (provided, however, that if the suspension is due, in whole or in part, to the failure to timely pay the Member's Club account, the suspension can remain in effect until the Club account has been paid in full), and/or may suspend or terminate the Member's right to allow an offending Member User from utilizing such Member's privileges of membership or from entering on the Club premises. No Member will be entitled to any refund of any Membership Deposit, other membership fee, dues or any other amount due to the suspension or restriction of any privileges of membership. During any period of suspension or restriction, dues will continue to accrue and be due and payable as if no suspension or restriction had been imposed. Any person subject to a suspension will not be permitted on the Club premises, including, in their capacity as a guest. The Club's right to suspend a Member or other user of such Membership is subject to the provisions of paragraph 2 above.

4. Expulsion. If the Owner determines that the conduct of a Member (or one or more of a Member's Member Users) has been improper, the Owner can also expel the Member, in which case the membership shall be deemed resigned. All membership privileges shall cease upon expulsion and the obligation to pay additional dues, fees or charges shall end. The Member shall, however, remain liable for any outstanding amount on the Member's Club account. Notwithstanding anything to the contrary contained herein above or in the Membership Plan or Membership Agreement, in the case where a Member has been expelled, in whole or in part, because of a failure to pay amounts owing to the Owner in a timely manner, or in the case where a Member's membership has been deemed to be resigned by the Owner based upon the Member's delinquency as provided for previously, the refund shall be reduced and the appropriate deduction made to the refund otherwise payable, if any, according to the following formula:

a. if at the time the refund is due, the Member has been delinquent for a period of one year, but less than two years, the refund owed to the Member as provided in the Membership Plan and Membership Agreement, shall be reduced by thirty-three and one-third percent (33-1/3%);

b. if at the time the refund is due, the Member has been delinquent for a period of two or more years, but less than three years, the refund owed to the Member as

provided in the Membership Plan and Membership Agreement, shall be reduced by sixty-six and two-thirds percent (66-2/3%); and

c. if at the time the refund is due, the Member has been delinquent for a period of three or more years, the Member no longer will be entitled to receive any refund and the Member's membership shall be deemed surrendered to the Owner.

In addition, the Owner shall still be entitled to deduct from the amount of the refund owed according to the foregoing provisions, any amount which is outstanding on the Member's Club account or which is otherwise owed to the Owner.

Notwithstanding anything to the contrary contained in the Membership Plan, in these Rules and Regulations, or in the Membership Agreement, the Owner shall have the right to deduct from any refund owed to a Member, any amount that the Member or a related party owes to any developer-affiliated vendor, condominium or sub-condominium organization related to the Community.

### **PRIVACY & SOCIAL MEDIA POLICY**

1. Photography and Videography. Photography and videography are permitted at the Premises. If photography or videography involves individuals other than an individual or individuals in a Member's party/group, then the consent of the individual(s) involved to be photographed or videographed must be obtained prior to such activity. Drones are not permitted to be operated on or over the Premises unless otherwise determined by Management Personnel. No reporters, feature writers, or other members of the media may be introduced as guests if, while on Club premises, they will be pursuing their journalist occupation or gathering material for later publication without the express prior written approval from the Club's general manager.

2. Social Media. In order to protect the privacy of Members or any of the Member's Family Members, or any guest of their's, no individual Member or any of the Member's Family Members, or any guest of their's is permitted to post, publish or disclose any personal, private or unauthorized information or image of any Member, or another Member's Family Member, or guest, to any social media platform or press without the prior consent of the individual(s) involved.

3. Management Personnel Discretion. Management Personnel shall have sole discretion to determine what is deemed appropriate and what is not in regard to privacy and social media matters. Noncompliance with this policy will result in disciplinary action, including expulsion from the Club.

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

1. Personal Property. Each Member as a condition of membership, and other Member User as a condition of invitation to enter upon the Premises or use of the Recreational Facilities, assumes sole responsibility for his or her property. The Owner, or any other manager/operator of the Recreational Facilities, shall not be responsible for any loss or damage to any personal property used or stored on the Premises, whether in lockers or elsewhere. Any

such personal property which may have been left at the Premises for six months or more without payment of storage thereon may be sold by the Owner, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Owner.

3. No Removal of Others' Property. No person shall remove from the room in which it is placed or from the premises of the Club any property or furniture belonging to the Owner or its lessees, concessionaires or other licensees without proper written authorization.

4. Responsibility for Damage. Each Member shall be responsible for all acts of the Member or in the case of a membership held by an entity, the Designated User, and such Member's or Designated User's Member Users in connection with their use of the Premises, including the Recreational Facilities, or otherwise relating to such Member's membership. Each Designated User shall likewise be responsible for all acts of the Designated User and the Designated User's Member Users in connection with use of the Premises, including the Recreational Facilities. Each Member shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by such Member or a Designated User, or his or her Member Users in their respective use of, or presence on or about, the Premises, including the Recreational Facilities. Each Designated User shall likewise be liable for all Claims to the extent caused by the Designated User, his or her Member Users in their respective use of, or presence on or about the Premises, including the Recreational Facilities. The Member and the Designated User in the case of a membership held by an entity, agree to indemnify, defend (with counsel reasonably acceptable to the Owner) and hold any third-party manager of the Recreational Facilities, the Owner and their respective affiliates, their respective successors and assigns, and their respective shareholders, partners, directors, officers, members, managers, employees, representatives and agents (collectively, the "Indemnified Parties"), free and harmless from, against and with respect to all such Claims.

5. Assumption of Risk. Each Member, Designated User, Member User, or other user (herein a "Participant") accepts all risks and responsibilities associated with use of the Recreational Facilities or any other facilities or services at the Premises, including, but not limited to, all risks of bodily injury or death, or damage to property (even if such bodily injury or death, or damage to property is due to the negligence of one or more Indemnified Parties). Any Participant who, in any manner, makes use of or accepts the use of any apparatus, equipment, appliance, facility, privilege or service whatsoever owned, leased, made available, or operated by any Indemnified Party, or who participates in any function or other activity made available, operated, organized, arranged, or sponsored by an Indemnified Party, either on or off the Premises, then such Participant shall do so at his or her own risk. The Participant releases and shall hold all of the Indemnified Parties free and harmless, from against, and with respect to any and all Claims resulting from the matters described above in this paragraph or otherwise arising out of or incident to membership or membership privileges in the Club or use of the Premises including the Recreational Facilities.

## GRATUITIES

1. Added to Bill. For the convenience of all Members, a gratuity percentage, as determined from time to time by the Owner, will be added to all food and beverage sales and to

the charges for other goods and services (excluding retail purchases) as shall be determined by the Owner in its discretion. A Member may increase or decrease the gratuity percentage by signing the invoice and changing the amount of the gratuity as the Member deems appropriate.

2. Cash Tipping. Cash tipping is not permitted by Members or their Member Users.

### **RESERVATIONS AND CANCELLATIONS**

1. Dining Reservations. Dinner reservations may be required as determined by the Owner. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than 10 persons will be accommodated on an "as available" basis. A 24-hour notice is requested for parties of more than 10 persons. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Activities Reservations. Reservations may be required for certain activities of the Club and in the Owner's discretion, may be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. Special Tables. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will generally not be accepted.

4. Holding of Reservations. Reservations for dining will be held for only 30 minutes after the reserved time.

5. Dining Room Activities. No Member shall plan or set dates for dining room activities without prior approval of Management Personnel.

6. Cancellation Policy. Club functions and activities will have reservation and cancellation policies specific to each event.

### **CHILDREN**

1. Age Limit. Except as may be otherwise provided herein or unless permitted by the Owner, children under 18 years of age are not allowed at the Premises unless accompanied and supervised by a Member or a Family Member 21 years of age or older.

2. Limited Access. Children and other persons under the lawful drinking age are not permitted in any lounge unless accompanied and supervised by a Member or a Family Member 21 years of age or older.

3. Children's Conduct. The Member and each Family Member who is 21 years of age or older are responsible for the supervision, care and safety of related children under the age of 18 while at the Premises or enjoying the Recreational Facilities. The Member and each supervising Family Member understand and acknowledge that Club staff members may briefly attend, but are not responsible for the supervision, care or safety of such children. If childcare is needed, it must be requested through the Club General Manager, who may arrange for childcare for specific time

periods and for applicable charges, if any, and if available, with defined responsibilities for the caregiver. Members are responsible for the conduct of their children while at the Premises.

### **ATTIRE**

It is expected that Member Users will dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. The Owner may publish dress requirements from time to time. Members will be responsible for seeing that their respective Member Users dress in accordance with the Club's dress requirements. In any event, shirts and shoes must be worn at all times on the Premises, except in locker rooms, pool areas and other areas that may be designated by the Owner.

**Dining Attire** - With respect to proper dining attire, generally, the standard is casual.

### **GUEST PRIVILEGES**

Guest privileges are extended under the rules and policies established by the Owner from time to time. Although it is the intention of the Owner to accommodate guests without inconvenience to the Members, the Owner reserves the right to limit the number of guests that accompany a Member on any given day or over the course of a Membership Year or a portion thereof, limit the number of times a particular person can visit the Recreational Facilities over the course of a Membership Year as a guest, as well as limit the times of day guests are permitted to use the Recreational Facilities or portions thereof. The Owner shall establish from time to time, the rate of the daily guest fees and charges. Guest fees are generally included on the current Schedule of Dues, Fees and Charges. A Member whose membership privileges have been suspended is not permitted to sponsor guests nor can that Member or his or her Family Members use the Recreational Facilities as a guest (or as a Family Member) under a different membership. All guests shall be considered either "Accompanied Guests" or "Unaccompanied Guests" as more particularly described below.

#### **Accompanied Guests**

1. Accompanied Guest. An "Accompanied Guest" is a guest who uses the Recreational Facilities in the company of the Member, or an Immediate Family Member of the Member.
2. Individual Guest Limit. A particular person cannot use the Recreational Facilities on more than six days in total in a given Membership Year, as either an Accompanied Guest or an Unaccompanied Guest regardless of the sponsoring Member, unless otherwise determined by the Club.
3. Registration. A particular individual using the Recreational Facilities as an Accompanied Guest must be registered by the sponsoring Member with the appropriate Club personnel. The Club reserves the right to require identification by each Accompanied Guest.
4. Accompanied Guest Use Privileges. Accompanied Guests are entitled to use the Recreational Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges.

5. Accompanied Guest Fees and Charges. Accompanied Guests will be charged guest fees for use of the Recreational Facilities as determined from time to time by the Owner. Any guest fees or charges for any goods or services which are not paid at the point of sale by credit or debit card (and collected), if permitted, will be charged against the sponsoring Member's Club account.

6. Limitation of Accompanied Guest Privileges. Accompanied Guest privileges may be limited by the Owner from time to time in the discretion of the Owner. Notice of such limitation will be given by the Club.

7. Member Responsibility. The sponsoring Member shall be responsible for all fees and charges incurred by an Accompanied Guest. The sponsoring Member is also responsible for the conduct of an Accompanied Guest while at the Club. If the manner, conduct or appearance of any Accompanied Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Management Personnel, cause such guest to leave the premises.

### **Unaccompanied Guests**

1. Unaccompanied Guest. An "Unaccompanied Guest" is a guest who uses the Recreational Facilities not in the company of the sponsoring Member or an Immediate Family Member of the Member. An Unaccompanied Guest is not permitted to use the Recreational Facilities unless otherwise determined in advance by Management Personnel. A given Unaccompanied Guest is subject to the limitation on usage specified in paragraph 2 of the Accompanied Guest subsection above.

2. Unaccompanied Guest Use Privileges. Unaccompanied Guests are entitled to use the Recreational Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges.

3. Identification. The Owner reserves the right to require identification by each Unaccompanied Guest.

4. Unaccompanied Guest Fees and Charges. Unaccompanied Guests will be charged guest fees for use of the Recreational Facilities as determined from time to time by the Owner. Any guest fees or charges for any goods or services which are not paid at the point of sale by credit or debit card (and collected), if permitted, will be charged against the sponsoring Member's Club account.

5. Member Responsibility Regarding Unaccompanied Guests. The sponsoring Member is responsible for all fees and charges incurred by an Unaccompanied Guest. The sponsoring Member is also responsible for the conduct of an Unaccompanied Guest while at the Club. If the manner, conduct or appearance of any Unaccompanied Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Management Personnel, cause such Unaccompanied Guest to leave the Club premises.

### **GENERAL POOL RULES**

1. The pool hours shall be established and published by the Club and shall be subject to change as determined by the Owner. The Owner reserves the right to set aside designated

times during normal hours of pool operation for special events, during which time use by Member Users may be restricted.

2. Use of a pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to Club staff immediately.

3. Members must register their guests and are responsible for the payment of any appropriate charges as the Owner may determine from time to time.

4. Children 14 years and younger must be accompanied by an adult.

5. Children who cannot swim must be accompanied by a parent or guardian at all times while in a pool area.

6. Children must be three years of age and toilet trained to use an adult pool. Children wearing diapers, except for special swimming diapers, are not permitted in an adult pool.

7. Swimming is permitted only during designated hours. A pool is officially closed when a "CLOSED" sign is posted.

8. Showers are required before entering a pool.

9. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the containers located throughout a pool area.

10. Food is allowed only in designated areas of a pool area.

11. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and shirts must be worn outside of a pool area.

12. Personal communications and entertainment devices, such as cell phones, iPads, laptops, Bluetooth devices, video game devices and the like may be used with headphones or earpieces and provided they do not create a nuisance for other persons.

13. Animals, bicycles, skateboards, roller skates, rollerblades, play balls of any type and coolers are not allowed at a pool area.

14. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

15. Running, ball playing and hazardous activity are not permitted in a pool area. Pushing, dunking and dangerous games are prohibited.

16. The pool staff has the authority to expel from a pool area anyone who fails to cooperate in following these General Pool Rules or whose conduct is otherwise unbecoming of a member. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in a pool area. Only balls provided by the Club are permitted.

17. Swimming parties may be arranged through Management Personnel in advance of the occasion.

18. All persons using pool furniture are required to cover the furniture with a towel when using sunscreens, tanning oils or lotions, or bug sprays. The use of these items could stain or damage the furniture.

19. All persons using a pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, garbage, etc.

20. Flotation devices are permitted for non-swimming children up to five years of age. Only those pool toys provided by the Club are permitted to be used in a pool area. Tire inner tubes are not permitted. Kayaks and canoes are also not permitted. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool.

21. Persons who leave a pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from a pool area is prohibited. The pool staff has the right to remove personal belongings and place them in a storage area.

22. No remote-control motorized vehicles or boats are allowed in a pool area.

### **ACCESS BY OUTSIDE REAL ESTATE BROKERS**

If a Member of the Club has listed the Member's real property with a broker (an "Outside Broker") other than the Owner's designated real estate brokerage company (the "Affiliated Broker"), the following rules apply:

a. Whenever a Member desires to have a prospect tour of the Recreational Facilities, the Member or the Outside Broker must notify the General Manager in advance of any such proposed showing. If a Member desires to have a prospect use the Recreational Facilities, the Member (not the Outside Broker) must notify the General Manager in advance of any such proposed use and gain approval in advance as described below. All prospects shall be required to provide to the Club information and documentation required from time to time by the Owner, including, without limitation, completion of any Proposal for Membership or similar document provided by the Owner.

b. The Owner reserves the right to withhold access to the Recreational Facilities by any prospective purchaser or Outside Broker that is not approved by the Owner to tour and/or use the Recreational Facilities. In evaluating whether to approve any prospect for access to the Recreational Facilities, the Owner will consider the same factors and criteria when evaluating a prospect of the Affiliated Broker for access to the Recreational Facilities. While all approved prospects will be allowed to tour the Recreational Facilities, the Owner will generally only permit those prospects where the owner of the listed property within the Community is a Member of the Club to use the Recreational Facilities. Outside Brokers shall not be permitted to use the Recreational

Facilities without specific approval of the General Manager and only after request as to such usage is made by the Member (not the Outside Broker) to the General Manager.

c. Once the Club approves a prospect to tour and/or use the Recreational Facilities, the prospect must register with the Club at least 48 hours in advance of any access to the Recreational Facilities. Any approval by the Owner of a prospect to tour and/or use the Recreational Facilities shall not constitute approval by the Owner of such prospect for membership at the Club. Any approval for membership shall remain subject to terms and provisions of the Membership Plan and shall be distinct from any approval to tour and/or use the Recreational Facilities. The Owner shall evaluate all prospects for membership without consideration of which, if any, agent or broker the Member or prospect engages.

d. No access to or use of the Recreational Facilities by an Outside Broker and/or a prospect shall be permitted unless accompanied by the General Manager or by another employee or designee of the Club. Ordinarily, the Club will select Affiliated Broker personnel as its designee only if the relevant agent for a potential sale of property is Affiliated Broker personnel or if no other personnel are available.

e. To the extent that a prospect makes use of any Recreational Facilities (as opposed to merely tours them), then the Member shall be required to pay the fee charged from time to time by the Club for guests when the Member is not present (i.e. Unaccompanied Guests).

f. The Member shall be responsible for all acts and omissions of its Outside Broker and prospects, including, without limitation, being charged for any and all charges incurred by an Outside Broker and/or prospect and being responsible for (and indemnifying, defending and holding harmless the Indemnified Parties as well as property owners and Members for) any and all Claims arising out of an Outside Broker prospect being present on the Club premises or using the Recreational Facilities. Any prospect or Outside Broker touring or using the Recreational Facilities shall constitute guests as to all relevant provisions of the Membership Plan and these Rules and Regulations and shall be required to abide by the terms thereof.

### **EXEMPTIONS**

The Owner on behalf of the Club may authorize exemptions to these Rules and Regulations where either determines, in its discretion, that an exemption is appropriate. A request for exemption shall be made in writing accompanied by an explanation of the reasons for the request. The Club will respond in writing within 30 days with its decision. The granting of an exemption shall be determined on a case-by-case basis. The granting of an exemption in one case shall have no precedent value whatsoever and shall not prevent or stop the Club from denying an exemption request in other circumstances.