

# ANATOLIA

THE CLUBHOUSE AT ANATOLIA

RULES & REGULATIONS

DECEMBER 15, 2004

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# **THE CLUBHOUSE AT ANATOLIA**

## **RULES AND REGULATIONS**

### **DECEMBER 15, 2004**

Welcome to The Clubhouse at Anatolia (or simply, "The Club"). As a homeowner in Anatolia, you have automatically become a Member of The Club, and are entitled to the full benefits of ownership. Like your home, however, The Club has some rules designed to promote the safety and enjoyment of The Club's facilities for the diverse age groups and personalities who belong to The Club.

These Rules and Regulations are designed to be the guidelines for use of The Club. Additional documents that affect your membership in The Club include the Master Declaration of Establishment of Conditions, Covenants and Restrictions for Anatolia Units 1, 2 and 4 (the "Master Declaration"), The Operator Agreement for The Club at Anatolia (the "Operator Agreement"), and the Bylaws of the Anatolia Master Association ("Bylaws"). Whenever pertinent, we have tried to restate definitions from those other documents in these Rules and Regulations, but if we've missed some, all initially capitalized terms not defined in these Rules and Regulations shall have the same meaning given to them in the Master Declaration, Bylaws or Operator Agreement.

Please keep in mind that The Club is an integral part of the Anatolia community, and the right to use The Club was material in each Owner's decision to purchase a home in Anatolia. While we believe the automatic membership in The Club renders ownership in Anatolia more valuable than it would be otherwise, there is a reason beyond property values to observe the Rules and Regulations. The other Members of The Club are your neighbors, and hopefully, your friends.

For your convenience, these Rules and Regulations have been organized into the following 7 sections designed to help you find the answer to a particular question quickly.

Before you use The Club for the first time, and periodically thereafter, we recommend that you read the entire set of Rules and Regulations to refresh your memory.

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

## **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 Sunridge-Anatolia, LLC., the "Declarant" under the Master Declaration. The Anatolia Units 1, 2 and 4 Master Association (the "Master Association") leases and is purchasing The Club from Sunridge-Anatolia, LLC. pursuant to the terms of the Lease-Purchase Agreement for The Club at Anatolia (the "Agreement"). The Club is operated, managed and maintained by an operator (the "Operator"), pursuant to that certain Operator Agreement ("Operator Agreement").

1.2. Use Rights Generally. The Club is intended primarily for the use and enjoyment of the people living in the single family homes in Anatolia. Membership in the 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 ("Homesites") and individually owned single family units within a condominium ("Condominiums"). The Declarant and homebuilders ("Merchant Builders") are also entitled to use The Club. Access to The Club shall be by Membership Card only, as provided in Section 1.8. Use rights may be suspended in accordance with Section 5 below.

1.3. Members. Every record owner of fee simple title to any Homesite or Condominium which has been annexed into Anatolia (each, an "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.

1.3.1. Information Sheet; Family Members. Each Owner must submit an information sheet to the Operator, identifying the Owner(s), and the identity and relationship of the persons living in the home with the Owner for whom the Owner would like Memberships Cards. Ordinarily, the Owner, his or her spouse, and all unmarried children living full-time in the Homesite or Condominium, between the ages of fourteen (14) and twenty-two (22), will be entitled to Membership Cards. If the Owner is unmarried, the Owner may designate **one** additional person who is living with such Owner in the Homesite or Condominium in addition to children of the Owner as an adult resident entitled to a Membership Card.

1.3.2. Special Living Arrangements--Shared Custody; College Students; Parents. Ordinarily, Membership Cards will be available only to the persons identified in Paragraphs 1.3.1. The Operator shall have the discretion, however,

to issue Membership Cards 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, and to adult parents and adult children over twenty-two (22) years of age of the Member or his spouse who reside with the Member. In exercising that discretion, the Operator shall consider the then current use rate of The Club, the number of bedrooms in the home, the number of Membership Cards, Nanny Passes and Guest Passes then issued to the Member and to all Members, and similar factors. The Operator shall have the right to assess a Special Use Fee, and to terminate Membership Cards issued pursuant to this Paragraph 1.3.2. Proof of residency may be established by a driver's license, car registration, bank statement showing the home address, university identification card, or other evidence satisfactory to the Operator.

1.3.3. Corporate and Partnership Owners. When an Owner is a corporation or partnership, the corporate or partnership Owner must complete the information sheet with the names and relationship to the corporation or partnership of the persons who are living in the Homesite or Condominium. The persons named on the information sheet, and living in the Homesite or Condominium 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 Homesite or Condominium change.

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

1.4. Tenants; Contract Purchasers. Any Owner may delegate his or her rights of enjoyment to The Club to the persons occupying his or her Homesite or Condominium under a lease (a "Tenant") or a contract to purchase (a "Contract Purchaser").

1.4.1. Notification; Application. The Owner must provide the Operator with a copy of the written document delegating the use rights to the Tenant or Contract Purchaser; and, the Tenant or Contract Purchaser shall submit an application identifying the Tenant or Contract Purchaser, and the identity and relationship of the persons living in the home with the Tenant or Contract

Purchaser for whom the Tenant or Contract Purchaser would like Membership Cards. Once Membership Cards are issued for the Tenant or Contract Purchaser, the Owner's Membership Cards shall be deactivated and returned to the Operator, and the Owner shall not be entitled to use The Club until the Owner gives written notification that the Tenant's or Contract Purchaser's rights have terminated.

1.4.2. Termination of Use Rights. Membership Cards issued to the Tenant or Contract Purchaser shall remain valid until the Operator receives written notice from the Owner that the lease or contract to purchase has terminated. In the event of a dispute between the Owner and the Tenant or Contract Purchaser, the Operator shall recognize the instructions of the Owner until the Operator is furnished with a deed or court judgment establishing the Tenant or Contract Purchaser as the person entitled to such use rights.

1.4.3. Club Charges. Delegation of use rights to a Tenant or Contract Purchaser shall not relieve the Owner of his or her obligation to pay all Club Charges assessed against his or her Homesite or Condominium. The Owner shall remain liable for all Club Charges notwithstanding the lease or contract to purchase, but not for any Special Use Fees incurred by the Tenant or Contract Purchaser. The Tenant or Contract Purchaser shall be liable for all such Special Use Fees.

1.5. Nanny Pass. The Club shall issue special passes (each, a "Nanny Pass") for a nanny or other household staff member for purposes of accompanying minors to the Pools and Club Facilities. Only one Nanny Pass is permitted per household; and persons utilizing such Nanny Passes are not permitted to utilize The Club Facilities other than to accompany minors. The Owner, Tenant or Contract Purchaser must obtain a Nanny Pass for the person who is responsible for the children of the household while they are at The Club, and shall submit an information sheet to the Operator for purposes of obtaining the Nanny Pass. The Operator shall set the cost of such a Nanny Pass as a Special Use Fee. The Nanny Pass is non-transferable.

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. Guests will be allowed only when The Club is staffed. It is anticipated that a staff member will be on the premises during regular business hours, during times of peak usage. When the Anatolia community is fully built-out, or during times of peak use of The Club, Guests may not be allowed, at the discretion of the Operator. Any



person entering The Club who does not hold a Membership Card or Nanny Pass shall be deemed a Guest.

1.6.1. Sign In; Waiver. All Guests must sign in with the receptionist and sign a waiver form 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 your Guest access to the Fitness Center, the Pools, and the rest of The Club Facilities for a single day.

1.6.3.2. Pool Guest Passes. Pool Guest Passes give your Guest access to the Pools and Pool areas for a single day. Pool Guest Passes are for access to the Pools only and do not give Guests access to the Fitness Center.

1.6.3.3. Fitness Center Guest Passes. Fitness Center Guest Passes give your Guest access to the Fitness Center only and do not give Guests access to the Pools.

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

1.7. Special Use Fees; Administrative Charges. The Operator will, from time to time, establish a schedule of charges ("Special Use Fees") for special or additional services provided to Members. Special Use Fees may include, for example, charges for the use of rooms for special occasions, the cost of Nanny Passes, Guest Passes, and administrative charges for processing lost Membership Cards, and other services. These fees will be collected by the Operator prior to the special use or additional services for which Special Use Fees are charged.

1.8. Membership Cards. Access to The Club shall be by membership card ("Membership Card") issued by the Operator between the hours of 10 a.m. to 6 p.m. during certain days of the week. Ordinarily, Membership Cards shall be issued to each member of the household who is fourteen (14) years or older (provided that a Consent, Waiver, Release and Indemnification Agreement must be signed by the parent or legal guardian of each minor).

1.8.1. Requirement to Present Card. Membership Cards must be presented when signing in for use of The Club Facilities.

1.8.2. 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.

1.8.3. Lost Cards. You must immediately notify The Club of a lost or stolen Membership Card. The replacement fee for a Membership Card shall be established from time to time by the Operator. If an unauthorized person uses the Membership Card, the Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

1.9 Use By Declarant and Merchant Builders. The Declarant, and the Merchant Builders owning Homesites in Anatolia, shall still have the right to use of The Club Facilities and services for and in connection with marketing of Homesites and Condominiums in Anatolia, promotion and advertising of Anatolia, public relations, and generally creating an interest among potential residents in becoming an Owner, and for purposes unrelated to Anatolia. These use rights shall not unreasonably interfere with the rights of Members and their Guests to use The Club Facilities and to receive The Club services, as determined by The Operator.

## **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, and The Club Social Center will be closed on Mondays. Subject to special functions and parties, current hours of operation are:

Fitness Center	Monday - Friday:	6:00 a.m. – 9:00 p.m.
	Saturday & Sunday:	8:00 a.m. – 9:00 p.m.
Social Center	Tuesday – Sunday	9:00 a.m. – 9:00 p.m.
Pools/Spas	Monday - Sunday:	8:00 a.m. – ½ Hour Prior to Closing

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. During the time the Drawing Room of The Club is used as the Community Information Center for Anatolia, the only room available inside The Club for private functions will be the Salon adjacent to the Drawing Room, and it will only be rented during the evening hours after the Community Information Center has closed for the day. Once the Anatolia community is sold out and the Information Center is no longer operational, that space will be converted back to a drawing room/lounge. At that time, both the Drawing Room and the Salon will be available for private functions, subject to the policies set forth by the Operator.

2.3. Use by Minors. Individuals younger than fourteen (14) must be accompanied by an adult holding a Membership Card, Nanny Pass or Guest Pass, unless the individual is attending a Club sponsored event. Minors fourteen (14) years of age or older may use the Pools 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. Children under the age of fourteen (14) shall not be permitted in the Fitness Center under any circumstances. A minor fourteen (14) years or older will be permitted to use the Fitness Center with adult supervision. A minor fourteen (14) years or older will be permitted to use the Fitness Center without adult supervision provided his or her parent or legal guardian has signed a Consent, Waiver, Release and Indemnification Agreement. The Consent, Waiver, Release and Indemnification Agreement is available from the Operator.

2.4. Alcoholic Beverages. Ordinarily, only those alcoholic beverages that are sold and purchased at The Club shall be consumed at The Club. 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 shall have in his possession or control alcoholic beverages on The Club Facilities shall be ejected from The Club. In no instance shall alcohol be permitted in the lower Pool areas.

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

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

2.7. General Rules.

2.7.1. Treat The Club As Your Home Away From Home. The budget for staffing of The Club does not allow for additional employees to provide “clean-up” services. Members and their Guests are required to bring their own towels for use in the showers, to cover the Pool furniture when using suntan lotions and 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 generally urged to cooperate in keeping The Club Facilities clean and free of debris.

2.7.2. Conduct. Members must conform to all Club policies and standards. Any person who is intoxicated may be requested to leave The Club Facilities. All persons on The Club Facilities are expected to restrain themselves from the use of profanity and unruly conduct.

2.7.3. Club Employees; Courteous Conduct. 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, Contract Purchaser, Tenant or Guest shall reprimand or discipline any employee or send any employee outside of The Club for any reason. Members, Contract Purchasers, Tenants 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, signed and addressed to the Operator.

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 Areas. 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 their expense.

2.7.8. Guns. Firearms and other weapons of any kind are not permitted on The Club Facilities at any time.

2.7.9. Gambling. Gambling is prohibited on or about The Club Facilities. This prohibition is not intended to restrict 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 your own risk.

2.7.11. Smoking. Smoking, including cigar and pipe smoking is not permitted within any of The Club Facilities, other than designated outdoor areas.

2.7.12. Dogs and Pets. Dogs (other than seeing eye dogs) or other pets are not permitted on The Club Facilities except under special circumstances 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.

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. Before using the various Club Facilities or equipment, a Member should inquire about supplemental Rules and Regulations. For

example, the Operator may promulgate supplemental or additional rules respecting the Pools, the Fitness Center and other Club Facilities from time to time.

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

3.1. Presentation of Membership Cards. Everyone must register and present Membership Cards and Guest Passes to Club attendants prior to entering the Pools and the adjacent patio areas.

3.2. Types of Pools.

3.2.1. Activity Pool. The Activity Pool is available for family use.

3.2.2. Lap Pool. When all the Pools are in use, the Lap Pool is for exercise classes and individuals desiring to swim laps and is restricted for these uses. This Pool may not be used by minors except to swim laps or to participate in an organized exercise class. No minors under eight (8) years of age who are unable to swim laps are permitted in this Pool.

3.2.3. Children's Wading Pool. Minors using the Children's Wading Pool must be supervised at all times by an adult holding a Membership Card, Guest Pass or Nanny Pass.

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, Contract Purchaser or Tenant is personally liable for any injury to his or her family members, Guests and other invitees using the Pools.

3.4. Equipment and Towels.

3.4.1. Towels. You are required to bring your own towels.

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 is the responsibility of the responsible Member. Saving of chairs for persons absent from the Pool areas is not permitted.

3.4.3. Floats. The use of inflatable floats is prohibited. By way of example, inner tubes, air mattresses, inflatable rafts and other flotation devices are not permitted. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as flotation devices to assist non-swimming minors under adult supervision.

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 will be closed for certain portions of the year.

3.6. Spas. Use of the Spas is at your own risk. Pregnant women and others with medical conditions including hypertension, heart conditions or those on medication should check with their doctors before using the Spas. Individuals who have recently consumed alcoholic beverages should avoid using the Spas altogether. All persons should take appropriate precautions when using the Spas and should not use the Spas for more than ten (10) minutes at a time. Minors four (4) years of age and under are not permitted to use the Spas at any time. Minors five (5) through thirteen (13) years of age must be accompanied and supervised by an adult when using the Family Spa. Minors fourteen (14) years of age and older are permitted to use the Family Spa without adult supervision.

3.6.1. Family Spa. The Family Spa is located closest to the Activity Pool.

3.6.2. Adult Spa. The Adult Spa is adjacent to the Lap Pool.

3.7. Minors.

3.7.1. Diapers. Minors who are not toilet trained must wear swimming attire (swim diapers) designed to prevent pool contamination and are prohibited from using the Lap Pool. DIAPERS, OTHER THAN SWIM DIAPERS, ARE NOT PERMITTED IN THE POOLS.

3.7.2. Adult Supervision - Pools. Any non-swimming minors must be accompanied in the Pools by an adult that can swim. Minors under the age of

eight (8) must be accompanied in the Pools by an adult who is in the Pools at the same time. Minors from eight (8) to fourteen (14) years of age are permitted to use the Pools only if accompanied and supervised by an adult. Minors fourteen (14) years of age and older may use the Pools without adult supervision only if there is on file in the Operator's office a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian.

3.7.3. Adult Supervision - Spas. Minors five (5) through thirteen (13) years of age must be accompanied and supervised by an adult when using the Family Spa. Minors fourteen (14) years of age and older are permitted to use the Family Spa without adult supervision only if there is on file in the Operator's office a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian.

3.7.4. Other Restrictions. Minors under the age of eight (8) are not allowed in the deep area of the Pools. Minors under the age of fourteen (14) are not permitted in the locker rooms without a parent or responsible adult.

3.8. Showers. Showers are required prior to entering the Pools and Spas to remove all suntan oils and lotions.

3.9. Aqua Classes. From time to time, Aqua Classes may be offered by The Club upon payment of a fee for participation. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class.

3.10. Food and Beverages. No food or beverage may be brought into the Pools, Spas and/or the Pool areas, however, food and beverages may be consumed at The Club Snack Bar and on the upper patio areas.

3.11. No Glass or Sharp Objects. Glass objects and sharp objects are not permitted in the Pool areas.

3.12. Games; Horseplay. Running, ball playing and noisy or hazardous activity will not be permitted in the Pool areas. 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, wet clothes, or any other object is not permitted at any time within the Pools or Pool areas.



3.13. Diving; Climbing. No diving is permitted in any of the Pools. No climbing is permitted on any structure.

3.14. Attire. All swimmers must wear swimming attire. Tongas, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or in a bathing cap. All bobby and hairpins must be removed before entering the Pools.

3.15. Radios and Compact Disk Players. Radios, compact disk players and tape players may only be used with earphones.

3.16. Trash. All persons using the Pool areas are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, cigarettes, and all other trash.

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

4.1. Membership Cards. Membership Cards must be presented before any person will be given access to the Fitness Center.

4.2. Equipment and Towels. When others are waiting to use equipment, use of cardio-equipment is limited to thirty (30) minutes per person. Do not drop or bang weights. Use of all equipment is at your own risk. Members must bring their own towels to wipe down equipment after use.

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

4.4. Attire. Proper workout attire is required.

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. You may not bring your personal trainers or fitness instructors into the Fitness Center as a Guest or otherwise. You may not train another

person in the Fitness Center. Personal trainers may be available through The Club upon prior reservation and at charges to be set by the Operator.

4.7. Cancellation Policy. You must cancel appointments for special services twelve (12) hours prior to the scheduled appointment or the responsible Member will be charged the full amount of the service. If you have prepaid for the services, and you properly cancel, you may reschedule within the same month at no additional charge.

4.8. Fitness Classes. From time to time, Fitness Classes may be offered by The Club upon payment of a fee for participation. When participating in scheduled classes, you should check in on time, follow the directions of the instructor, and stay for the entire class.

## **Section 5. Violation of Club Rules; Suspension of Club Privileges**

5.1. 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.

5.2. 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:

5.2.1. an Owner or a Tenant submits false information on the information sheet or application form;

5.2.2. the person 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;

5.2.3. the person repeatedly violates Rules and Regulations which are not injury or property threatening;

5.2.4. the Guest of that person violates one or more of the Rules and Regulations then in effect;

5.2.5. the person has injured or harmed any person within The Club Facilities, or harmed, destroyed or stolen any personal property within The Club Facilities, whether belonging to a third party or to Club Owner.

Suspension by the Operator shall ordinarily be for a period of no longer than three (3) days; provided however, that in the case of conduct which threatened or resulted in injury to persons or property, the Operator may impose a longer suspension by giving prompt notice to the Association Board, which shall conduct a hearing and determine if further suspension is appropriate in accordance with the Bylaws. In this latter event, the suspension may last until the Association renders its decision.

5.3. Suspension By Association. The Association may restrict privileges and suspend a person's access to The Club, following the notice and hearing procedures set forth in the Bylaws, in each of the circumstances set forth in Paragraph 5.2, and for the failure of the Owner to timely pay its Club Charges. 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 shall not allow such person access to The Club until notified in writing by the Association that the suspension has been lifted.

## **Section 6. Responsibility of Users; Release of Liability; Indemnification**

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

6.2. 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.

6.3. 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 car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas; equipment, jewelry or other possessions stored in the Fitness Center lockers, on bicycles, or within cars; 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. No bailment is intended, nor created by the preceding sentence.

6.4. 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 Declarant and the Association, and their 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 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.

6.5. Member Liability. Each Member, Tenant and Contract Purchaser 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, Tenant or Contract Purchaser, or by any person using The Club or engaging in Club Use and Club Functions by reason of their relationship to such Member, Tenant or Contract Purchaser. All persons having liability under this Paragraph 6.5. shall be jointly and severally liable for all resulting damages.

6.6. Indemnification of Declarant, Operator, Association. In addition, each Member, Tenant and Contract Purchaser 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, Tenant or Contract Purchaser, 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.

6.7. 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 7. Miscellaneous**

7.1. Committees. The Operator may establish committees from time to time respecting The Club.

7.2. Child Care. From time to time, Child Care may be offered by The Club upon payment of a fee for participation. The hours of operation, age of children eligible to use Child Care, guidelines for use and fee structure will be established by the Operator. Child Care is intended for short-term use only when the child's parent or legal guardian is onsite at The Club and is offered on a first-come-first-served basis when available. A maximum time limit may apply and the babysitting service is not intended for use as a long-term day care.

7.3. 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 DECLARANT AS PROMULGATED BY THE OPERATOR. These Rules and Regulations are promulgated by Declarant and the Operator pursuant to Article 4, Section 4.1.6 of the Master Declaration. These Rules and Regulations may be amended from time to time by the Declarant and Operator without the joinder or 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 promulgated by Declarant and the Operator shall become effective on the date determined by Declarant.

**NOTE: THESE RULES AND REGULATIONS WERE CURRENT AS OF 12/15/04. PLEASE CHECK WITH THE OPERATOR FOR ANY UPDATES, ADDITIONS AND CHANGES.**