



## **RULES & REGULATIONS**

**LAST UPDATED MARCH 31, 2016**

## TABLE OF CONTENTS

	<b><u>PAGE</u></b>
Preamble.....	1
General Club Rules.....	1
Event Registration & Cancellation Policy .....	4
Membership Cards.....	5
Member Charges and Special Use Fees .....	5
Gratuities .....	6
Contact Information.....	7
Membership Correspondence.....	7
Club Services and Activities .....	7
Discipline .....	8
Loss or Destruction of Property or Instances of Personal Injury .....	9
Reservations and Cancellations.....	9
Children .....	10
Attire .....	10
Guest & Tenant Privileges .....	10
General Tennis & Pickle Ball Rules.....	11
General Pool Rules .....	13
Locker Room Facilities .....	16
General Fitness Rules .....	16
ANTI-HARASSMENT POLICY .....	19

## **P R E A M B L E**

These Rules & Regulations for The Coachella Polo Club (the “**Club**”) are intended to be a guide to the use of the Club Facilities referenced in the Club Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules & Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the Members (when used in these Rules, the term “Member(s)” shall collectively refer to Members, members of an Association that holds a Community Membership, Immediate Family Members, Extended Family Members, guests, Non-Members and all other persons using the Club Facilities (collectively, the “Member Parties”)). The Club’s goal is to provide an enjoyable club experience. To uphold these standards, Member Parties are expected to act in a manner consistent with good taste. The Club may amend these Rules & Regulations from time to time without notice as it determines appropriate in its sole discretion. Where these Rules & Regulations refer to the Club taking action or having certain rights, The Coachella Polo Club, LLC, and its successors and assigns (the “**Club Owner**”), the Club Owner doing business as the Club, shall have the right to take such action. Except where otherwise defined herein, these Rules & Regulations shall utilize the terms as defined in the Club Membership Plan. When there is a conflict between the terms of the Club Membership Plan and these Rules & Regulations, the Club Membership Plan terms shall control.

## **G E N E R A L   C L U B   R U L E S**

Member Parties shall abide by all Rules & Regulations of the Club as they may be amended from time to time, whether such Rules & Regulations are set forth in these Rules & Regulations or are otherwise promulgated by the Club, whether written or oral.

The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be periodically closed for maintenance and repairs. The general operations of the Club may be closed on Mondays. The Club reserves the right to close the clubhouse to Member Parties from time to time at its discretion.

There are fees for use of all rooms in the Club Facilities (“Club Rooms”) for private gatherings, non-registered clubs, group activities and special functions. Club Facility use policies and fees are implemented by the Lifestyle Director or designee. All Club Room reservations shall be made through Resort/Club staff. There are specific forms and procedures pertaining to the Club Rooms.

1. Regularly scheduled member club activities may only take place in designated areas. Each area of the facility is designed for specific programming. Any other use of these areas is prohibited without special permission from the resort management team. Resort management may grant exceptions due to conflict with activities. General use of the rooms within the club facility are restricted to the purpose and intent the space was originally designed for. Resort staff may direct member activities to the appropriate areas as needed.

2. Guests over the age of sixteen are permitted in member’s areas only of the Club, provided the member has notified the resort staff in advance and has informed the guest of all club rules, policies and safety information. The member is responsible for the

actions and behavior of their registered guests. Guests under the age of sixteen must be accompanied by an adult at all times. All unaccompanied guests must check in at the concierge desk to obtain a valid guest ID.

3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to any person that appears to be intoxicated. The Club policy is not to sell alcoholic beverages of any kind to any individuals, except to individuals age twenty-one (21) years old and over. Individuals twenty-one (21) years of age and over may only be permitted to purchase alcoholic beverages for others who are each twenty-one (21) years of age and over. The Club shall refuse to serve alcoholic beverages to any individual who does not provide proof of age upon request.

4. At no time is parking allowed in the Auto Court area.

5. The Club reserves the right, at its discretion, to allow wine not purchased by the club to be brought on property for consumption, so long as this policy is compliant with all state laws. In addition, the club may implement a corkage fee for such wine.

6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted. If outside food & beverage is discovered, the Club has the right to immediately seize such items. Exceptions may be made in cases of medically required food or infant formula and other like needs.

7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.

8. Commercial advertisements and promotional materials of any kind shall not be posted or circulated on Club Property nor shall solicitations of any kind be made on the Club Property or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club Property.

9. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.

10. Dining room activities for groups will be permitted only with the permission of the Club.

11. No person shall use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a Member.

12. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

13. Dogs or other pets are not permitted in buggies, bags or being held in the Club or on the common area around the Club (event lawn, grove, auto court, pool area, tennis and pickle ball courts) at any time with the exception of legitimate service animals while working or in training. Pets on leash are permitted in the parking area and up to the community mail boxes and on the Lakeside path only.

14. At the discretion of the Club pet oriented activities or themed events may be held in which case there will be designated areas of the Club where dogs are permitted on the grounds. They must be on a leash. A Member Party is responsible for damage caused by an animal owned by the Member Party or under the Member Party's control.

15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. Members must adhere to all parking signage including, but not limited to, "No Parking", designations for golf carts, handicap access, "green" vehicles, valet reserved, and short-term mail pick-up or drop-off. Vehicles parked in violation of signs may be towed at the owner's expense.

16. Smoking is not permitted indoors in any of the Club Facilities. Smoking is permitted only in designated areas, which are considered to be an outdoor area a minimum of 50' from any Club entrance. Additional restrictions may apply in areas where food is served.

17. Please use proper mobile phone and communications device etiquette so as not to interfere with another Member's use and enjoyment of the Club Facilities. We request that all mobile phones be kept on silent mode while using Club Facilities. The use of mobile telephones and other communication devices is not permitted in the fitness center or locker rooms. In dining areas, Members and guests are asked to excuse themselves from the room when having phone conversations. Doctors and emergency personnel on call are exempt from this rule. In the event that emergency situations may necessitate mobile phone availability, please exercise proper mobile phone etiquette so as not to interfere with another Member's use and enjoyment of the Club Facilities.

18. No fireworks are permitted anywhere on Club Property or adjacent areas unless part of a fireworks exhibit organized and conducted or otherwise approved by the Club.

19. Firearms and all other weapons of any kind are not permitted on Club Property at any time.

20. No person should request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members.

21. Except as set forth in the Harassment Policy below, all complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager. Furthermore, criticisms or suggestions of any kind relating to any of the operations of the Club may not be discussed with other Members, and must be addressed solely and exclusively with the Club Manager.

22. No person may abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no person shall reprimand or discipline any employee, nor shall a person request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the Club Manager immediately.

23. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules & Regulations.

24. The personnel of the Club will have full authority to enforce these Rules & Regulations, and any infractions will be reported to the Club Manager.

#### **EVENT REGISTRATION & CANCELLATION POLICY**

1. Current members of the Community are eligible to sign up for any Club event. Single members of the Community may sign up a non-member guest to attend with them. Activities or events can be opened up to the general public with permission of the Resort Management Staff.

2. Official sign-ups for resort/club social events will take place only when members of the resort/club staff are present or by following the guidelines on [mytrilogylife.com](http://mytrilogylife.com).

3. Members may sign up for a total number of members equal to the number of persons that can be accommodated at a single table. Members wishing to sign-up for an entire table may do so only when an entire table is available and all names are listed. Resort staff will confirm reservations with members not specifically spoken to.

4. Guests may be invited to an event on a space available basis after reservations have first been made available to all members. Sign-ups will then be open to members wanting to invite guests (the number of guests may be limited to age qualified events based on the event); after this period Reservations may also be made available to the public at this time if applicable. Events may be limited to age qualified guests, guests twenty one years of age or older or open to anyone under 21 years of age depending on the event.

5. Members will pay in full for all events at the time of signup. Any members wishing to pay with tenders other than member charge accounts will be required to pay before the RSVP deadline. If payment is not received before the RSVP deadline, Resort Staff reserves the right to cancel the reservation without notice.

6. Members may cancel before the scheduled event or activity RSVP deadline and receive a full refund. Any cancellations taken after the cancellation deadline will not be refunded, and will pay in full for all reservations made, inclusive of guest reservations. If a waiting list for the event has members or guests waiting, Resort Staff will attempt to replace the cancelled reservation and refund the member. If no replacement is available, members will pay in full if cancelling after the RSVP deadline. If a member would like to "sell" their

tickets to another member they may do so and they are responsible for receiving payment directly from that member.

### **MEMBERSHIP CARDS**

1. The Club may issue a membership card to the Member Parties who are eligible for membership privileges. Membership cards may include a picture of the card holder, and the card holder's name, club account number, and category of membership. Membership cards will only be issued upon payment of Member Charges by the Member Party. Membership cards will not be issued to children younger than 16 or older than 24. Member Parties should have their membership cards with them at all times while using the Club Facilities.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. In order to protect Member Parties from improper charges, membership cards should be presented at the point of sale for all transactions.

4. Membership cards will be mailed to the Member Parties at the address designated by the Member or held for pick-up at the Membership Office as determined by the Club.

1. In the event of a lost or stolen membership card, the Club must be notified immediately. The card holder's Club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the card holder shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.

2. Each Member Party may receive certain identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

### **MEMBER CHARGES AND SPECIAL USE FEES**

1. Each Member Party must furnish the Club with an account utilizing the automated clearing house (ACH) system electronic debit transfers which the Member Party authorizes the Club to charge dues, fees and charges.

2. The Club reserves the right to implement a direct debit system such that all dues, fees and charges are billed automatically to each Member Party's approved ACH account. In the event the Club implements such a system, it will give notice to such effect to the Member Parties.

3. A Member Party is entitled to charge privileges at the Club so long as the Member Party is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time.

4. The Club reserves the right to charge a food and beverage minimum.
5. Member Parties may be provided the option of having Special Use Fees billed directly to their Club account. Such charges will be billed on a monthly basis and Member Parties will receive a statement of their charges via electronic communication. All Member Parties agree to pay directly to the Club any amounts not paid by the ACH system within ten days of receipt of written notice from the Club.
6. All Special Use Fees charged to a Club account will be billed monthly and each Club account shall be due and payable upon receipt of the monthly statement.
7. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 20 days after the date of the monthly statement. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 20 days from the date of the monthly statement until the account is paid in full. Member Parties having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
8. If a Member Party fails to pay any Club account within 20 days of when it is first billed, the Club shall have the right to suspend 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 a Club account is first billed or repeated incidents of delinquency by a Member Party may result in termination of Membership or permanent suspension of Sub-Membership privileges in the Club.
9. When a membership is issued in the name of more than one person, the Primary Designated Member shall be jointly and severally liable for all Member Charges, Special Use Fees and other charges and liabilities associated with the membership and the use of the membership by another person.
10. If the Club account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any Member Party or to enforce any other liability of any Member Party to the Club, and if judgment is obtained by the Club, the Member Party 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, unless State law imposes a reciprocal right for prevailing parties, in which event each party shall bear its own attorneys' fees, costs and expenses of such legal action.

#### **GRATUITIES**

1. A minimum gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales. A Member Party may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as deemed appropriate.



2. If a Member Party fails to sign a food & beverage sale, an automatic gratuity of 20% will be added to the total sale.

3. Cash tipping is permitted at the Club.

4. Parties of eight or more in any food & beverage area will be automatically charged a 20% gratuity. A Member Party may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as deemed appropriate.

5. It is customary for the Club to send a letter providing an opportunity for Member Parties to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributor's November bill. This Holiday Fund provides the Member Parties with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

#### **CONTACT INFORMATION**

1. Each Member Party shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the Member Party wishes all notices and invoices of the Club to be sent. A Member Party shall be deemed to have received mailings from the Club ten days after they have been mailed or e-mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules & Regulations.

3. The Club will not provide Member Parties' contact information to vendors or marketing firms, except as required by law.

#### **MEMBERSHIP CORRESPONDENCE**

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the Member Party and addressed to the Club Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

#### **CLUB SERVICES AND ACTIVITIES**

1. The Club may provide a variety of social, cultural and recreational events in which all Member Parties are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities by Member Parties for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to Member Parties. Members

are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

4. Special events and functions may be scheduled from time to time at the discretion of the Club.

## **DISCIPLINE**

1. Member Parties are responsible for their own conduct and for the conduct of their Immediate Family Members, Extended Family Members and guests. Any Member Party whose conduct or whose family's or guests' conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the Rules & Regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, (vii) conviction of a felony (Member or spouse), or (viii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Members or the Club.

2. Any Member Party who himself/herself is accused of improper conduct or whose Immediate Family Members, Extended Family Member or guests are accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such Member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the Member Party shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a Member Party for failure to pay in a proper and timely manner any dues, fees or other amounts owed to the Club.

3. The Club may restrict or suspend some or all of a Member Party's, Immediate Family Member's, Extended Family Member's and/or guests' Club privileges. If the Club determines that a Member Party's conduct or the conduct of his or her Immediate Family Members, Extended Family Members or guests is improper, the Club may suspend or expel the Member Party or restrict the Member Party's Membership privileges, or restrict the use

privileges of the Member's Immediate Family Member, Extended Family member or guest whose conduct was improper. No Member Party is entitled, on account of any restriction or suspension, to any refund of any Membership Initiation Fee, Member Charges, Special Use Fee, or any other charges and obligations. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member Party in good standing.

4. All membership privileges shall cease upon expulsion from the Club.

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

1. Each Member Party, as a condition of membership, and each Immediate Family Member, Extended Family Member, guest and Non-Member, as a condition of invitation to use the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any theft, loss or damage to any personal property used, left or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property found by the Club which may have been left in or on the Club Facilities for three months or more without payment of storage thereon will be deemed abandoned to the Club and may be sold by the Club, 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 Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every Member Party shall be liable for any property damage caused by the Member, any Immediate Family Member, Extended Family Member or any guests. The cost of such damage shall be charged to the responsible Member's Club account.

#### **RESERVATIONS AND CANCELLATIONS**

1. Dinner reservations may be required as determined by the Club. Member Parties 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 ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-serve basis by pre-registering with the appropriate personnel of the Club.

3. 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 not be accepted.

4. Reservations for dining will be held for only 15 minutes after the reserved time.

5. No Member Party or committee shall plan or set dates for dining room activities without prior approval of the Club.

#### **CHILDREN**

1. Unless permitted by the Club, children 16 years of age and younger are not allowed at the Club Facilities unless accompanied and supervised by an adult.

2. Children under the age of 16 will not be permitted use of the Golf Simulator or in the workout room, unless otherwise granted access by Club management in writing.

3. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

4. Parents are responsible for the conduct and safety of their children when present on, in or about the Club Facilities.

#### **ATTIRE**

*General Attire* – It is expected that individuals utilizing the Club Facilities will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club.

*Pool Attire* – It is expected that pool users will respect those around them and wear proper coverage when in and out of the pool area. With the exception of the locker room areas, swim attire is not acceptable indoors.

This dress code is mandatory for all Member Parties and guests. It is expected that Member Parties will advise their guests of the dress requirements.

#### **GUEST & TENANT PRIVILEGES**

Privileges for Extended Family Members and guests (collectively referred to as “Guests”) may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate Guests without inconvenience to the members, the Club reserves the right to limit the number of Guests that are invited by a Member on any given day or from time to time. The Club shall establish from time to time the rate of the daily guest fees, charges and the Rules & Regulations for use of the Club Facilities by Guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.

1. A particular individual using the Club Facilities as a Guest must be registered with the Club by the sponsoring Member Party. A particular Guest may not use the facilities more than eight (8) times each membership year regardless of whether the Guest is sponsored by multiple Member Parties, unless otherwise determined by the Club. Guests will be charged Guest fees for use of the Club Facilities as determined by the Club from time to time.

2. Member Parties may sponsor Guests to use the Club Facilities un-accompanied by the Member Party. The Club reserves the right to limit or terminate use of the Club Facilities by an unaccompanied Guest. Except as permitted by the Club, Guests must be accompanied by the Member.

3. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member Party.

4. Guest privileges may be limited by the Club from time to time at the sole and absolute discretion of the Club. Written notice of such limitation will be given by the Club at least thirty (30) days prior to the limitation taking effect.

5. Guest charges for any services may be charged against the sponsoring Member Party's Club account.

6. The sponsoring Member Party shall be responsible for all charges incurred by the Guest. The sponsoring Member Party is also responsible for the conduct of a Guest while at the Club. If the manner, deportment or appearance of any Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, require such Guest to leave the Club Facilities.

7. Persons renting/leasing a home from a Member Party (collectively referred to as "Tenants") may be provided privileges under the rules established by the Club from time to time. Charges and Fees along with Rules & Regulations for Tenants may be established from time to time. Tenant privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. A particular individual using the Club Facilities as a Tenant must be registered with the Club in the manner defined within the Club's Renter Policy. The sponsoring Member Party may be charged an Assignment Fee for each rental period as determined by the Club from time to time. More detailed information on rental procedures is available in the Renter Policy documents available by request.

#### **GENERAL TENNIS & PICKLE BALL RULES**

1. There will be open play, tennis instruction and tournaments throughout the year. Court hours will be from sunrise until 9:00 PM unless prior approval is given by the Resort Management for special tournaments.

1. Only members and their guests may use the tennis courts. Members must have their Member ID Card in their possession. All members must register their guests at the Concierge Desk prior to each time the guest will be playing if not accompanied by the member. Guests under 16 years of age must be accompanied by an adult.

2. Courts are open on a first come, first serve basis. However courts may be closed for registered club play, scheduled clinics, lessons, demos or tournaments. Any scheduled activity limiting court availability for members will be posted in advance. Priority may be given to Association sanctioned tennis organizations. Court 3 may be designated for teaching or special play.

3. Members with guests may use no more than 1 court per residence when other members are waiting to play.

4. Play is limited to 1 hour of playing time when others are waiting to play. The 1 hour is the total time playing not the time someone is waiting.

5. All players must wear proper attire while on the courts, including shirts, shorts, sweat suits or other appropriate athletic clothes and footwear. Cut offs and swimsuits are prohibited. Upper body garments must be worn at all times. All players must wear sneakers or rubber soled shoes that will not mark the courts.

6. No food or drinks are allowed on the courts, except plastic water bottles.

7. No pets are allowed on the courts except legitimate service animals.

8. Tennis courts are for racquet sports only. No roller skates roller blades, skateboards or bicycles are allowed on court surfaces or the surrounding areas at any time.

9. All members and their guests using courts do so at their own risk. Neither the Association nor its Management Staff shall be responsible for injuries or accidents.

10. No smoking is allowed on the courts.

11. Courtside posted rules and schedules must be observed.

12. Any debris or water on the court should be removed before play is begun.

13. No cassette/CD players or sound equipment without earphones are allowed on the courts.

14. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

15. Court reservations may be made by phoning or visiting the member services desk. No standing reservations will be accepted.

16. Member Parties are entitled to reserve tennis court times ten (2) days in advance.

17. Children 16 years of age and younger must be accompanied and supervised by an adult at all times.

18. If courts will be reserved please check in at the registration desk ten minutes prior to their court time or the court will be released to the first name on the waiting list. Member Parties shall present their membership cards at registration. Member Parties must register their Extended Family Members and guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.

19. Member Parties who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.

20. At the end of their playing period, players must promptly relinquish their court to the next players. Once a player is off the court, the player may sign up for the next available court time.

21. Singles may each play on a court for 75 minutes and doubles may play on a court for an hour and a half, except for certain times designated by the tennis professionals.

22. Proper tennis attire is required.

23. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

24. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

25. Lessons by unauthorized professionals are prohibited.

26. Use of the tennis courts shall be subject to the control of the Club at all times. The tennis professionals shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The Club may reserve the courts for special events.

#### **GENERAL POOL RULES**

1. As there is no lifeguard on duty, use of the pool facilities at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Club immediately.

2. Everyone wishing to use the pool facilities must present their membership card or valid guest pass before entering the pool. Member Parties must register their Extended Family Members and guests and are responsible for all actions of their guests as well as payment of any appropriate charges as the Club may determine from time to time.

3. Please do not enter the pool with a cold, skin or other body infection, open wound, diarrhea or other contagious condition.

4. If incontinent, tight fitting rubber or plastic pants or a swim diaper must be worn.

5. Children younger than 16 must be accompanied by an adult; children younger than 6 are not permitted in the whirlpool.

6. Children who are not toilet trained must wear protective swim attire (i.e. "swimmers"), and access may be limited at times.

7. Swimming is permitted only during designated hours.
8. Showers are required before entering the pool.
9. Towel service provided at \$1.00 per pool towel, towels may not be removed from facility.
10. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
11. Member Parties and guests are not to bring outside food, drinks or personal coolers of any kind into the pool area. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted. If outside food & beverage is discovered, the Club has the right to immediately seize such items. Exceptions may be made in cases of medically required food or infant formula and other like needs.
12. Food is allowed only in designated areas of the pool facilities; absolutely no food or beverage allowed in the pool, on pool ledges, or on column support beams.
13. All swimmers must wear bona fide swimming attire. Cut-offs, t-shirts, dungarees and Bermuda shorts are not considered appropriate swimwear.
14. Reservations are required for cabanas. Rate information and reservations may be obtained through the Concierge Desk. If a cabana is not reserved for the day as indicated on the cabana reservation plaque it is available for walk up use on a first come first serve basis beginning at 10:00am that day, after occupying the member is required to notify the concierge desk. Cabanas and pool chairs may not be held by placing towels or other objects. Members are required to be in the pool area to hold chairs. The 2 chairs immediately outside the cabanas are reserved for use by that cabana when occupied.
15. Lap swimming in the lap pool will be available at specific times and may not be available at all times.
16. When lap lanes are designated for lap swimmers; they are not for conversation or socializing.
17. When all lanes are occupied, swimmers will split lanes or share lanes based on their abilities. Courtesy to neighbors and fellow swimmers is expected.
18. Radios, televisions and the like are permitted only when earphones are used, unless being used for a class or resort activity or event.
19. Pets, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area. A service animal is not considered a pet for purposes of this section.



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

21. Running, ball playing, jumping, dunking, pushing, hanging on lane dividers and hazardous activities are not permitted in the pool area.

22. Diving is not permitted unless otherwise indicated at the pool. Jumping from any ornamental fixture (i.e. fire pits, rock walls, etc.) is strictly prohibited.

23. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.

24. Throwing footballs, flying discs, tennis balls or other objects, spitting or spouting water and tag games are not allowed in the pool area.

25. Member Parties and guests may not have a party of greater than six people without prior permission from the Club. During peak periods guest use may be restricted.

26. All persons using the pool furniture are required to cover the furniture with a towel (fitness center towels are not permitted in the pool facility); the use of oils and lotions could stain or damage the furniture.

27. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans and all other trash in the proper receptacles.

28. Smoking is not permitted in the pool area.

29. Glass is not permitted in the pool area.

30. Lounge chairs, umbrellas and other club property are to remain out of the water to protect the item from water damage.

31. Except for Resort/Club provided equipment, no floats, balls, toys, inner tubes and inflatable devices, etc. are permitted unless required due to a medical condition. In such instances, a letter from a qualified physician prescribing use of such a device shall be submitted to Resort Management and kept on file. Infant and small child swim aids are permitted.

32. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

33. Propping open of any pool gate is strictly prohibited and will result in the suspension or termination of privileges – this is extremely dangerous.

34. The Club has the authority to expel from the pool area anyone who does not follow these rules or whose conduct is otherwise unbecoming of a Member Party.

35. The majority of the pool events (pool parties) will be generated by the Association; their scheduling will attempt to avoid heavy use hours and will be posted well in advance.

36. Pool events restricted for the use of a designated group will be allowed and also posted in advance (fees may be charged for some events). To coincide or overlap with normal pool hours.

37. Pool events sponsored by a designated group, but open to the entire Community may occasionally be scheduled to coincide or overlap with normal pool hours.

38. Resort Management will approve any special events. The Resort staff will do its best to accommodate requests while minimizing the inconvenience to the members.

### **LOCKER ROOM FACILITIES**

1. Day lockers are available on a per visit basis. Any items left in a locker overnight will be removed and placed in lost and found.

2. Lockers are self-programmed for an individual combination that automatically resets after use. Please clean all debris out of locker when leaving.

3. We recommend you not bring valuables. Each person assumes liability for the loss of any items stored in a locker or common closet.

4. Food and beverages may not be brought into the locker room, except non-spill water bottles.

5. Towel service provided at \$1.00 per bath towel, towels may not be removed from locker rooms.

6. For Member Parties' convenience, amenities may be available. The removal of these items from the Club premises shall subject the Member Party, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.

7. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

8. Robes or towels as the only cover-up are considered acceptable attire in the locker room but unacceptable within the lounges.

### **GENERAL FITNESS RULES**

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

2. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

3. This area contains machines for Technogym and other aerobic and non-aerobic activities, which will help members gain strength, cardiovascular health and overall fitness. Members will be programmed into the Technogym system at their request.

4. Individuals have the option of going through an assessment program to sign up for Technogym or may use the equipment without the Technogym program. A fitness orientation is required before any member is permitted to use the Flow studio. By appointment Resort/Club Staff will be available to design the Technogym program for members.

5. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

6. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Member Parties, Immediate Family Members, Extended Family Members and guests assume full risk of loss and responsibility for damage to their health.

7. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.

8. Use of the fitness facilities is permitted only during designated hours.

9. For safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

10. Private personal trainers may not be brought into the The Flow Studio as a guest at any time. All personal trainers must be employees of BlueStar Resorts and Golf.

11. All Member Parties, Immediate Family Members, Extended Family Members and guests must sign in at the front desk.

12. Some services provided at the Flow will be fee-based. A fee schedule can be obtained at the concierge desk. Appointments may also be arranged at the concierge. If fees are established, the Member Party's account will be billed.

13. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.

14. Pregnant women should not use those fitness facilities that would elevate their core body temperature.

15. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises except water or other non-alcoholic beverages in unbreakable containers.

16. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the fitness center. Trash and debris shall be placed in the proper receptacles located throughout the fitness center.

17. No clothing or personal articles may be stored under benches or in the common areas.

18. All weights and pieces of equipment must be returned to their proper places at the completion of use.

19. Please wipe down each piece of equipment or weight bench after use.

20. Always use a spotter when lifting heavy weights.

21. No equipment may leave the room

22. Classes have preference over individual self-directed activities. The studio will be filled with various activities such as aerobics, yoga and dance and may be used by individual members or groups of members if the studio is not in use by organized classes.

23. Classes may be cancelled or rescheduled due to low enrollment or instructor absence.

24. Children younger than 16 are not permitted to use the fitness facilities unless granted by the Club Management in writing.

25. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.

26. Stereos, televisions and tapes should be enjoyed with earbuds.

27. Be aware of time spent on each fitness machine. Maximum time on weight machines is fifteen (15) minutes per session. Maximum time on cardiovascular machines is forty-five (45) minutes per session.

28. Use of two towels is required when using the fitness center equipment; one for personal use and one for wiping down equipment after use.

29. All exercise classes and class times shall be determined by the fitness staff and may be changed from time to time. Personal exercise trainers not employed or approved by the Club are not permitted to conduct personal exercise training programs. These classes may require fees.

30. All jewelry must be removed prior to exercising.

ALL PERSONS ASSUME FULL RISK OF LOSS, THEFT, AND RESPONSIBILITY FOR INJURY OR DAMAGE TO THEIR HEALTH AND PERSONAL PROPERTY FROM USE OF THE FITNESS CENTER FACILITIES AND EQUIPMENT OR THE USE OF THE FITNESS CENTER AND EQUIPMENT BY OTHERS.

## **ANTI-HARASSMENT POLICY**

The Club is committed to providing a friendly, supportive and productive environment for its Member Parties, Immediate Family Members, Extended Family Members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Club Manager to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Club Manager's duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

### **Explanation of Sexual Harassment**

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

1. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or
2. Making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or Member; or
3. Where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above EEOC definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the EEOC's definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or Member enjoyment.

Some examples of such conduct include, but are not limited to, the following:

- unwelcome or offensive sexual advances
- sexual jokes
- pressure for sexual favors
- inappropriate touching
- leering
- intrusive personal questions and/or questions of a sexual nature
- visual displays of degrading images or stereotypes
- analogies using sexual or sex-related terms
- using derogatory terms when referring to females, such as “babe,” or “dumb females”
- Screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of “inappropriate behavior.” Therefore, employees have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another’s behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

### **Reporting a Complaint**

The Club encourages reporting of all incidents of sexual harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct communication between individuals is ineffective, difficult or impossible, the following steps should be followed.

- **Notification of Appropriate Persons**

Individuals who believe they have been subjected to sexual harassment can report the incident to the Club Manager. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written record of each complaint and how it was investigated and resolved. If the Club Manager is the offending party, then the incident can be reported to the designated anti-harassment member of the Club Owner’s executive team (“Club Owner Designee”).

- **Timeframe for Reporting Complaint**

The Club encourages prompt reporting of sexual harassment complaints so that appropriate investigation and action may be taken.

- **Protection Against Retaliation**

The Club will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have

retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for those determined to have violated the Club's policy (see "Investigating and Resolving the Complaint" below).

### **Investigating and Resolving the Complaint**

- **Investigation/Confidentiality**

Any allegation of sexual harassment brought to the attention of the Club Manager will be promptly investigated. Once approached, the Club Manager's responsibility is to then inform the Club Owner Designee. It is intended that the only other member(s) of the Club Owner's executive team that would be advised, if necessary, would be any person who would need to get involved in any required investigatory process. Every effort shall be made to keep all matters related to the investigation and various reports and recommendations confidential.

- **Resolution of Complaint/Disciplinary Actions**

The Club specifically prohibits harassment by any member, guest, Club Manager or Club Owner employee or group of employees. Anyone violating this policy will be subject to appropriate disciplinary action, which may include any one or combination of the following:

- verbal/written warning
- additional sexual harassment training or mandatory professional counseling for Club employees
- probation or suspension (with or without pay) for Club employees
- probation or suspension of Club privileges for Members or guests
- termination of employment
- termination of membership

After investigation by the Club Owner Designee, the Club Owner Designee shall recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

Individuals found to have filed false and malicious complaints of harassment will be subject to disciplinary action. This does not apply to complaints that, even if erroneous, are made in good faith.

### **The Appeal Process**

If the complainant or accused does not agree with the Club Owner Designee's recommendations, within five business days after receipt of the recommendation, that party may file written comments with the Club Owner's chief executive, whose decision on the matter shall be deemed final. If the Club Owner's chief executive is the offending party, the written comments will be filed with the Club Owner's legal counsel. If no written comments are submitted within the five business day comment period, then the recommended disciplinary action shall be deemed final.

## **Conclusion**

The Club has developed this policy to ensure that all its Member Parties, Immediate Family Members, Extended Family Members, guests and employees can participate in an environment free from sexual or other types of harassment. The Club has instituted what it hopes to be a flexible and workable policy that will encourage Member Parties, guests and employees to come forward with concerns without fear of retaliation. The Club will make every effort to ensure that all its personnel are familiar with the policy and know that any complaint received will be thoroughly investigated and appropriately resolved to the extent possible. Ultimately, the Club needs everyone's cooperation to make this policy work.