

THE PRESERVE AT CLINCH RIVER CLUB
RULES AND REGULATIONS

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THE PRESERVE AT CLINCH RIVER CLUB

RULES AND REGULATIONS

These Rules and Regulations are established by the management (hereinafter, the “Club Management”) of The Preserve at Clinch River Club (hereinafter, the “Club”), to protect the club facilities located thereon (hereinafter, the “Club Facilities”), and to promote the health, safety, welfare and enjoyment of the Members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members with an enjoyable Club experience. To uphold these expectations, members are encouraged to act in a manner consistent with good taste at all times.

It is the intent of management of the Club to limit these Rules and Regulations to the minimum required for the mutual enjoyment of the Club Facilities by all Members, their families, other permitted users, and their guests. The obligation of enforcing these Rules and Regulations is placed primarily in the hands of the Club. It is the duty of the Members of the Club to know these Rules and Regulations and to cooperate with their enforcement. The Club may amend or modify these Rules and Regulations from time to time.

GENERAL CLUB RULES

1. Members and their family members and guests shall abide by the Rules and Regulations of the Club, as they may be amended and supplemented from time to time.
2. The Club Management has full and complete control of the Club Facilities at all times.
3. The hours of operation at the Club are established and published from time to time by the Club considering the season of the year and other circumstances. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club reserves the right to close the Club Facilities or any portions thereof to hold promotional events and tournaments. Use of the Club Facilities may also be restricted or reserved from time to time by the Club.
4. All state and local laws concerning the sale of alcoholic beverages are strictly enforced. Alcoholic beverages will not be served, sold, or permitted to be consumed, on the premises of the Club during hours when such activities are prohibited by law and shall be at the sole discretion of the Club as to time and place.
5. It is contrary to the policy of the Club to have the facilities used for functions which are related to past, present or future fund-raising efforts for the benefit of a political cause unless permitted by the Club Management. The Club Facilities shall not be used in connection with organized religious services, unless approved by the Club Management.
6. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Management and no Member, Member's family member or guest shall reprimand or discipline any employee or send any employee off of the Club's premises for any reason. Any employee and/or contractor not rendering courteous and prompt service should be reported to the Club Management immediately.

7. Members are not allowed in the service areas of the Club, unless specifically authorized by the Club Management.

8. Vehicles must be parked in areas designated by the Club. Vehicles should not be parked on grass lawns along any road, at the front entrance or delivery area of any buildings within the Club, or in any way which blocks the normal flow of traffic, unless specifically designated by the Club. "No Parking" signs must be observed. Violators may be towed at the owner's expense.

9. Performances by entertainers are only permitted at the Club Facilities with the prior approval of the Club Management.

10. Commercial advertisements shall not be posted or circulated in the Club nor shall business of any kind be solicited or transacted on the Club premises nor upon the Club stationery, without the prior approval of the Club Management. This prohibition of solicitation/transaction of business on Club property shall not apply to incidental business discussions or informal meetings which might occur during the normal and customary enjoyment of the Club facilities by the Members and their guests. The use of the name and/or logo of the Club by any Member for any solicitation, business or other purpose is not permitted without the prior approval of the Club Management.

11. Except for service animals (such as seeing eye dogs), pets are not permitted within the Club Facilities or adjacent areas.

12. Smoking is prohibited on the Club Facilities.

13. Firearms and all other weapons are not permitted on the Club Facilities at any time.

14. Absolutely no fireworks are permitted anywhere on the Club Facilities or adjacent areas unless as part of a fireworks exhibit organized and conducted by the Club.

15. The roster or list of Members in the Club shall be considered confidential and proprietary information and shall not be used or given to anyone by a member of the Club for any reason whatsoever, and will be furnished to a Member of the Club only if deemed appropriate by the Club, in the sole discretion of the Club. Unauthorized release or use of the membership roster is a very serious breach of Club policy. Violations will be reviewed by the Club and may result in suspension of membership privileges or other disciplinary sanctions.

16. All complaints, criticisms or suggestions relating to the operations of the Club must be in writing, signed and addressed to the Club Management.

17. Violation of any of these rules or conduct in a manner prejudicial to the best interest of the Club will subject the person in violation of the rules to disciplinary action as deemed appropriate by the Club, which may include revocation of membership privileges.

18. Any defined terms used herein which are not specifically defined in these Rules and Regulations shall have the same meaning ascribed to such terms in the Membership Plan.

19. The Club reserves the right to amend or modify these Rules and Regulations from time to time and will notify the Membership of any change.

RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES

1. A Member may be suspended by the Club from being able to use the Club Facilities if, in the sole judgment of the Club, the Member:

- a. submitted false information on the Personal Information Profile, which if such information had been truthfully disclosed, would have rendered the applicant ineligible for Membership;
- b. submitted false information regarding an application for use privileges by a guest or tenant of the Member;
- c. exhibits unsatisfactory behavior, deportment or appearance;
- d. fails to pay dues, fees, charges or any other amount owed to the Club in a proper and timely manner;
- e. fails to abide by the Rules and Regulations established for use of the Club Facilities;
- f. treats the personnel or employees of the Club in an unreasonable or abusive manner;
- g. fails to accompany a guest when required by the Club; or
- h. engages in conduct that is improper or likely to endanger the health, safety, welfare, harmony or reputation of the Club or its Members.

2. The Club may restrict, suspend, or terminate, for cause or causes described in the preceding paragraph, any Member's privilege to use any or all of the Club Facilities. No Member shall be entitled to a refund of any dues, fees or any other charges because of any such restriction, suspension or termination of Membership privileges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and must be paid in full prior to reinstatement as a Member in good standing.

3. A Member shall be notified in writing of any proposed disciplinary action and shall be given an opportunity to be heard by the Club Management to show cause why the Member should not be disciplined in accordance with these rules. If the Member desires to be heard, the Member must provide a written request for a hearing to the Club Management within five (5) business days after the date of the Club's notice to the Member. Upon receipt of the written request for a hearing, the Club shall set a time and date for such hearing. After receipt of such request - unless the violation is egregious, in which case the Club may suspend the membership until such time that a hearing has been conducted - while the complaint is being considered by the Club, the applicable Member(s) shall enjoy all Membership privileges the Member was entitled prior to the issuance of the complaint except when the Member engages in conduct that is likely to endanger the health, safety, welfare, harmony or reputation of the Club or its Members. During the suspension of a Club Membership, the Member will be responsible for any and all Club dues during the period of suspension of Membership.

4. Any Member of the Club whose Membership has been terminated for any reason other than the failure to meet eligibility for Membership shall not again be eligible for Membership nor admitted to use the Club Facilities unless otherwise permitted by the Club.

5. Any Member whose Membership has been suspended for non-payment of Club dues, shall not be permitted to use the Club facilities until such time that all current and past dues are paid in full. Members privileges may be suspended indefinitely if facilities are used during the suspension period.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Member, as a condition of Membership, and each family member or guest, as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities, whether in lockers or elsewhere.

2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities without the Club Management's authorization, which may be granted or withheld in the General Manger's sole discretion. Every Member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member, immediate or extended family members or any or all of their guests. The cost of any and all damage shall be charged to the responsible Member.

3. Any Member, immediate or extended family member or guest who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off of the Club Facilities, shall do so at his or her own risk. The Member shall indemnify and hold harmless The Preserve at Clinch River Club, LLC, its successors and assigns, any related entities, (together with such successors and assigns, the "Company"), the Club and all of its respective members, managers, officers, employees, affiliates, representatives and agents (collectively, the "Indemnified Parties"), from any and all loss, cost, claim, injury, damage, liability or fees (including attorneys' fees, costs and disbursements, whether suit is filed or not and any appeals taken therefrom) sustained or incurred by the Member, immediate or extended family members or their guests resulting from or arising out of or incidental to Membership in the Club, use of the Club Facilities and/or from any act or omission of any of the Indemnified Parties.

4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event which is operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with Membership in the Club, and fail to obtain judgment therein against any one or more of the Indemnified Parties, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees, expenses and disbursements through all appellate proceedings.

CHILDREN

1. Children under eighteen (18) years of age are permitted to use the Club Facilities only if accompanied and supervised by an adult. Children may be restricted from using certain areas of the Club Facilities.

2. Members are responsible for the conduct and safety of their children when at the Club Facilities. Members may change a baby's diaper only in restrooms.

ATTIRE

1. Members shall dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. Members must advise their family members and guests of dress requirements.

2. The dress standards of the Club may be waived by management from time to time for special activities and functions.

MAILING ADDRESSES

1. Each Member shall enter into a Membership Agreement with the Club, and shall list the mailing address, email address, and phone number, to which the Member wishes all notices and invoices of the Club to be sent. The Member shall be responsible for notifying the Club with any updates to the provided contact information within sixty (60) days of any changes.

2. Each notice required or permitted to be given to the Club must be in writing and shall be delivered by: (a) personal hand delivery; (b) Federal Express or similar overnight courier service to whom notice is directed; (c) depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular person's attention); (d) facsimile transmission to the party to whom notice is directed, with confirmation of receipt by printed record indicating receiving telephone number; (e) electronic mail or e-mail to the party to whom notice is directed using internet-accessible equipment and services; each to the respective address or number of the Club.

3. Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. If sent by facsimile, notice shall be deemed to have been sent, given and received at the time and date indicated on the printed confirmation sheet specifying and confirming receipt by the receiving telephone number. Notices given by electronic mail, or e-mail shall be for convenience only and shall require separate written confirmation by one of the other means of notice as set forth herein. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the individual of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent.

CLUB SERVICES AND ACTIVITIES

1. The Club may provide social and recreational events in which all Members are invited to participate. Fees may be charged for participation in such events on an individual basis.

2. Private parties are permitted on the Club Facilities only with prior written approval from the Club Management. The Member of the Club sponsoring the private party shall be responsible for the conduct of all the guests, for any and all damage caused by the guests, for the payment of all charges not paid by individuals attending the party, and for the installation and removal of all party decor. The Club shall require a deposit prior to the event. Should the event require a staff member to be in attendance, there will be a fee assessed and paid at the time that the event is authorized.

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

GUEST PRIVILEGES OF MEMBERS

1. Two non-resident guests may accompany a Club Member (per Property), or be registered by the Club and are subject to all the Club Rules and Regulations. All Guests shall be "Accompanied Guests" or "Registered Guests."

2. 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 accompany a Member on any given day and to collect guest fees according to the Membership Plan.

3. The Club may establish limits in the number of times that a Member can invite the same guest to use the Club Facilities. These limits may vary based upon which of the Club Facilities are being used.

4. A particular individual using the Club Facilities as a guest must be registered with the Club by the Member. Accompanied Guests must be accompanied by the Member at all times when using any facility of the Club, unless otherwise determined by the Club. The Club reserves the right to require identification by each guest.

5. Accompanied Guests or Registered Guests will be permitted to use the Club Facilities only in accordance with the privileges of the sponsoring Member upon payment of the applicable guest fees and use fees, which may be changed from time to time by the Club in its sole discretion.

6. Accompanied Guest and Registered Guest charges, if any, will be charged to the sponsoring Member.

7. Accompanied Guest or Registered Guest privileges may be limited by the Club, from time to time, in the sole discretion of the Club in order to ensure Member enjoyment of the Club Facilities. Notice of such limitation will be given to the Members by the Club.

8. The sponsoring Member is responsible for the conduct of a guest while at the Club. If the manner, behavior, or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, cause such guest to comply with these Rules and Regulations or surrender the guest card and leave the Club Facilities.

TENANT PRIVILEGES

1. A tenant of a Member's residence at The Preserve at Clinch River (the "Community"), with a lease term of at least six (6) months may obtain Membership

privileges at the Club. Before using any of the Club Facilities, the tenant must submit a Personal Information Profile, in order to be approved by the Club. The Personal Information Profile must be accompanied by a copy of the fully executed lease and any amendments to the lease. The Club must be promptly notified of any changes made to a lease between the Member and the tenant.

2. Tenant's use of the Club Facilities shall be subject to these Rules and Regulations and the payment of all required fees and charges established by the Club. The tenant of a Member's residence in the Community is eligible for Membership use privileges only if a Membership in the Club has been obtained for the particular residence being leased.

3. The tenant who has been designated as the beneficial user of a Member's Membership shall have the same privileges as the Member upon payment of all required fees and charges, unless otherwise established by the Club.

4. During the period when a tenant is designated as the beneficial user of a Member's Membership privileges, the Member shall not be permitted to use the Club Facilities pursuant to that particular Membership.

5. The use privileges of a tenant shall terminate upon the earlier of the expiration of the lease term or termination of the Member's Membership privileges.

6. The Member is responsible for the conduct of its tenant while at the Club. If the manner, deportment or appearance of a tenant is deemed to be unsatisfactory, the Club has the right to terminate the tenant's use of the Club Facilities.

7. The Club reserves the right to cause a Transfer of Use Rights from the Member/Owner to the Tenant as described in the Membership Plan. The Transfer Fee for such Transfer of Rights will be established by the Club and may be changed by the Club at its sole discretion.

8. Complaints must be reported to the Tenant's Property Manager in writing.

POOL RULES

POOL HOURS ARE FROM 10:00 A.M. TO 9:00 P.M.

NO LIFEGUARD ON DUTY

1. Conduct at the pool must be such as to maximize the enjoyment for all Members. The Club Staff and/or Management has complete authority to enforce all swimming pool regulations. The cooperation of all Members is requested.

2. Members must register their guests and are responsible for the payment of any guest fees and charges as the Club may determine from time to time. Members are allowed two non-resident guests per property. The Club may establish limits on the number of times that a Member may invite the same guest to use the Club Facilities.

3. Use of the pool facilities at the Club is at the swimmer's own risk.

4. Private parties may be held in the pool area only with the prior written approval of the Club Management. A security deposit must be provided prior to the event.
5. Children under eighteen (18) years of age are permitted to use the pool facilities only if accompanied and supervised by an adult.
6. Children who cannot swim must be accompanied in the water by a parent or adult guardian at all times while in any of the pool areas.
7. Flotation devices are permitted for non-swimming children up to five (5) years of age. Small toys such as water guns, rings, etc. may be permitted in the pool area, depending on the number of persons in the pool and the manner in which the toys are used. **THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR PERSONAL ITEMS LEFT AT THE POOL.**
8. Children wearing diapers must wear rubber pants or “swimmers” while in the pool.
9. Showers are required prior to entering any pool.
10. All swimmers must wear appropriate swimming attire. Cutoffs, dungarees and Bermuda shorts are not considered appropriate swimwear.
11. Foul or abusive language or inappropriate behavior will not be tolerated and may result in suspension of use privileges.
12. Running, ball playing and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
13. The throwing of balls, Frisbees®, wet clothes, etc. is not permitted.
14. Swim masks, snorkels and fins are not permitted in any pool unless approved by the Pool Staff. Rafts more than 3 x 4 feet are not permitted.
15. Radios may only be used with earphones.
16. Saving of chairs for persons absent from the pool area is not permitted.
17. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions. Suntan lotions can stain and damage the furniture. Persons using a table are required to close the umbrella when leaving the area.
18. Playing is not permitted in the lap lanes.
19. Glass objects, containers and sharp objects are not permitted in the pool area.
20. Food is permitted only in designated sections of the pool area.
21. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, etc.
22. Smoking is not permitted in the pool area.
23. Pool chairs shall not be thrown or placed into the pool.
24. Persons entering the pool after closing time (9:00 p.m.) will be trespassing and subject to arrest.
25. Persons are not allowed to climb over fences.

26. Members and guests must abide by the slide rules posted at the steps of the slide. Only one person at a time is allowed to go down the slide, with the exception of children under 42” when accompanied by an adult. Floats are prohibited on the slide.

27. Members shall not loan their pool pass to anyone for any reasons. Persons without a pool pass will be considered trespassers.

28. In case of an emergency, please call 911. A phone is located next to the entrance of the Men’s Room.

29. No pets are allowed in the pool area.

30. Please use the back parking when utilizing the pool.

31. Anyone caught vandalizing Club property will be prosecuted and lose their amenity privileges.

TENNIS RULES

1. The “Rules of Tennis” as adopted by the United States Tennis Association (USTA) from time to time shall apply at all times, except when in conflict with the local rules.

2. Proper tennis attire shall consist of tennis shoes (not basketball or jogging shoes) and tennis clothing (apparel manufactured expressly for tennis). In cold weather, sweatshirts are permitted in colors or traditional white. Jeans, bathing or beach attire is not permitted.

3. Courtesy and consideration should be observed at all times. Players and spectators should not walk across or behind a court while a point is being played. Players should not enter the court when play is in progress, and must enter in the appropriate area closest to the back of the court they will use. Disregard for court courtesy should be reported to the Club Management.

4. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity is not permitted at any time.

5. The Club will adopt a procedure for reserving court times.

6. Each player must register before playing. Failure to register prior to play means the player has no standing on the courts.

7. Players who fail to cancel their reservation one (1) hour prior to their scheduled court time or who do not register ten (10) minutes prior to their court time will be charged a fee equal to the court fee for Accompanied Guests.

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

9. Doubles may reserve a court for one and one-half hours and singles may reserve a court for one hour (except for certain excluded times).

10. Each group of players can only reserve one (1) time period per evening. You can only sign up for the posted time periods.

11. The Club sign-in sheet will be checked against the reservation sheet each day for “no-shows.” A fine established by the Club may be charged for “no-shows.”

12. Children under thirteen (13) years of age are not allowed on the courts without adult supervision.

13. Persons not playing tennis are not permitted on the courts. Parents are urged not to allow unsupervised children to play on the tennis courts.

14. Food or beverages are permitted on the courts only with permission of Club.

15. Members entitled to use the facilities may invite guests to play, but shall accompany their guests, register them properly, and pay guest fees. Guest fees are published and are subject to change by the Club.

16. The Club may implement temporary rules as may be necessary during peak periods of play and tournaments, including, without limitation:

a. Players under thirteen (13) years of age are only permitted if a court is available and not in use by adults; and

b. One court may be reserved for tennis instruction, except during tournaments and exhibitions.

17. Use of the tennis courts shall at all times be subject to the control of the Club, which shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by health, safety, and general welfare considerations.

WELLNESS CENTER RULES

1. Wellness Center hours are 5:00 a.m. until 10:00 p.m. daily.

2. Use of the Wellness Center is limited to those individuals who agree to abide by the Rules. The Rules are designed to provide a safe and pleasant experience for all. Violations of the Rules may result in a suspension or permanent loss of access by Members. By entering the facilities you are agreeing to abide by all Rules of The Club.

3. No one under eighteen (18) years of age is allowed in the Wellness Center.

4. Lap pool is for swimming laps only. You must sign the lap pool reservation sheet at the front lobby to reserve the lanes in the lap pool.

5. Proper swim attire is required for the lap pool and hot tub. No cut-offs or shorts are allowed.

6. Bring your own towels. Towels are not provided by the Club.

7. Ear plugs must be used when listening to music.

8. No pets are allowed inside Wellness Center.

9. No alcohol is allowed inside the Wellness Center and/or adjacent areas..

10. Smoking is not permitted in the Wellness Center.

11. All Guest must be Accompanied Guests or Registered Guests. Two non-resident Guests may accompany a Member, or be registered by the Club and are subject to all

Wellness Center and Club rules. The Club may establish limits on the number of times that a Member can invite the same guest to use the Club Facilities.

12. Any person maliciously damaging or vandalizing the Club Facilities will suffer the loss of Club privileges and may be prosecuted.

13. Profanity or inappropriate behavior is strictly prohibited.

14. Any Gatherings or events held at the Wellness Center must be approved and scheduled with management. A security deposit of one hundred dollars (\$100) must be delivered to management when gatherings or events are scheduled. The security deposit shall be held until after the event to cover any cleaning or damages.

15. For emergencies please call 911. A phone is located inside of lap pool area. This phone is for emergencies only.

16. Do not change the heat and air thermostats located in the Wellness Center.

OTHER CLUB FACILITIES

1. The Club may publish additional rules and regulations for Club Facilities.

2. Copies of all additional rules and regulations shall be published by the Club upon enactment and shall be effective immediately unless provided otherwise.

3. All Members, family and guests shall be responsible for compliance with all rules and regulations enacted by the Club.