

The Club at Cottonwood Ranch

1874 Trail Blazer Drive
Cottonwood, AZ 86326
(928) 649-1730

RULES AND REGULATIONS

Club hours with staff - 8:00 AM to 8:00 PM

Club hours without staff - 4:00 – 8:00 AM

KEY FOB ENTRY ONLY

Revision – June 2021

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I. INTRODUCTION

The Rules of THE CLUB AT COTTONWOOD RANCH, an Arizona non-profit corporation (the "Association"), are established by the Board of Directors (the Board) of the Association under the authority described in the Declaration of Covenants, Conditions and Restrictions for Cottonwood Ranch (the "Master Declaration"), Articles of Incorporation of Cottonwood Ranch Community Services, Co., Declaration of Covenants Conditions and Restrictions for the Club at Cottonwood Ranch (the "Declarations"), Articles of Incorporation for The Club at Cottonwood Ranch, Co., and Bylaws of The Club at Cottonwood Ranch, Co., as the same may be amended and supplemented from time to time (collectively referred to as "Governing Documents"). Unless the contexts otherwise requires, all capitalized terms used but not otherwise defined in these Rules shall have the meanings ascribed to them in the Master Declaration. The term "Member" as used herein shall not include Owners of Excluded Lots that have not delivered to the Association a Declaration of Acceptance. The term "Resident" as used herein shall include the licensees and lessees of any Member, together with any other person or parties holding any possessor interest granted by such Member.

These Rules are designed to assist the Association in serving the best interests of the greatest number of Members and Residents while protecting the rights of the minority Members and Residents. These Rules are established in part to preserve the recreational facilities within the Association's Common Areas (hereinafter collectively referred to as "Association Facilities") of Cottonwood Ranch for the well being, convenience and enjoyment of the Members, Occupants and their guests.

It must be recognized and understood by all Members and Residents that it is necessary for representatives of the Association to apply and enforce these Rules for all Members and Residents equally and that all Members and Residents have the right to enjoy the Association Facilities (subject to the terms of the Governing Documents). Members and Residents enjoying the Association Facilities must respect the rights of others sharing in the use of the Association Facilities. Courtesy and common sense must prevail in the proper utilization of the Association Facilities.

The use of the Association Facilities is primarily for the enjoyment of the Members of the Association and Residents. Guests or visitors are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the Members and Residents. While the Association will attempt to accommodate Members and Residents with special needs, the Association reserves the right to charge fees to the Members and Residents for special accommodation requests.

This is a "living document" in that it is intended to be regularly amended as the Board and management feels that changes to existing Rules or the creation of new Rules are necessary. Rights and obligations of Members and Residents with respect to Association Facilities are ultimately controlled by the Governing Documents. In the event of a conflict between any provision of these Rules and any provision of such other Governing Documents shall control.

II. CLUBHOUSE FACILITIES EXCLUSIVE USAGE RULES

1. The Board of Directors (and its authorized agents) shall be entitled from time to time to provide for usage of any or all of the Clubhouse Facilities by designated groups of Members, residents and/or guests to the exclusion of the usage of such Clubhouse Facilities by other Members, residents and guests during the periods of such exclusive use. Such exclusive usage may be in the form of group events, classes or any other types of events as determined by the Board (or its authorized agent). Only Members, residents, and guests that have properly registered for such event or class, have paid all applicable fees, if any, and have complied with any other admission requirements, shall be entitled to use the portion of the Clubhouse Facilities that has been designated by the Board (or its authorized agent) for such exclusive usage. While the Association will attempt to provide advance notice of such exclusive usage event or class in Association newsletter, on the Clubhouse bulletin board or via some other notification process, neither the failure of the Association to provide such notice nor the failure of a Member, resident or guest to receive such advance notice shall prevent the Board from enforcing the exclusive usage restriction application to such event or class.
2. The sanctions set forth in Article III "AUTHORITY" of the Facilities Rules and Regulations shall be applicable to violations of these exclusive usage rules. Such sanctions shall include the imposition of monetary fines as set forth in such Article. In addition, the Board shall be entitled to obtain injunctive relief prohibiting a Member, resident or guest from usage of the Clubhouse Facilities in violation of these exclusive usage rules or of any other facilities Rules and Regulations.
3. The Facilities Rules and Regulations as amended by this Amendment are hereby ratified and affirmed.

III. AUTHORITY

The Governing Documents grant to the Board of Directors the authority to make and enforce such policies, rules and regulations as the Board deems reasonable and appropriate, including without limitation the ability to restrict the use of the Association Facilities. Such policies, rules and regulations are adopted at the sole discretion of the Board in its exercise of reasonable business judgment and fiduciary duty to the Members. These Rules and any amendments and additions thereto adopted by the Board shall be binding upon all Members, Residents, and their respective guests, tenants, invitees, and licensees, and upon any other Persons having use rights with respect to the Association Facilities.

The Governing Documents provides that the Board may impose sanctions for violation of these Rules, including without limitation the following:

1. Suspension of the voting rights of a Member;
2. Imposition of reasonable monetary fines; and

3. Suspension of the right to use any of the Association Facilities. Such suspension does not negate the member's obligation to pay dues.

The Board has established the following schedule of monetary fines pursuant to item 2 above: first notice – warning; second notice for same violation -- \$25.00 fine; each successive notice for same violation -- \$100.00 fine. The foregoing schedule is subject to change at the discretion of the Board and can be waived entirely in a specific instance for violations that merit higher fines; in accordance with state statutes, furthermore, different fine schedules may be adopted for specific violations and additional penalties may be imposed in conjunction with fines. Following notice to the Person in violation and continued non-compliance with these Rules by the Person in violation, the management is authorized but not required to publish the name of such Person who is not in compliance with these Rules.

IV. MEMBERSHIP

Each owner of a Lot purchased after September 24, 1997, shall be a Member of the Association. Owners of Excluded Lots were given until November 11, 1998, to execute and deliver to the Association a Declaration of Acceptance. Those Owners who did not elect to become a Member during the Option Period are barred from membership in the Association until the sale of their Excluded Lot is made to a third party ("Subsequent Purchaser"). The Subsequent Purchaser is given sixty (60) days from the date of closing on the Excluded Lot to join the Association. The Association may be contacted for further clarification of membership. All Members, Residents and guests are expected to strictly adhere to the following code of conduct:

A. CODE OF CONDUCT

1. Members, Residents and guests must conduct themselves as not to jeopardize or interfere with the rights and privileges of other Club users.
2. Members are responsible for the conduct of their residents and guests. Residents and guests will be held to the same standard of conduct as set forth herein for Members.
3. Members, residents and guests will refrain from loud, profane, indecent or abusive language.
4. Members, residents and guests will not harass or accost any other Member, resident, guest, association employee, Director, Officer or Committee Person.
5. Members, residents and guests will not compromise the safety of others by their actions.
6. Physical or verbal abuse directed at other Members, residents, guests, Association employees, Directors, Officers or Committee Persons will not be tolerated.

7. Members will be held responsible for any damage to Association property caused by the Member and/or the Member's residents or guests.
8. Members, residents and guests shall not reprimand or discipline any Association employee; comments and complaints are to be directed to the account representative of the Management Company. The complaint shall be submitted in writing, and signed by the submitting Member.
9. Members shall not interfere with the management of the Association; comments and complaints are to be directed to the account representative of the Management Company. The complaint shall be submitted in writing, and signed by the submitting Member.
10. Members, residents and guests shall obey all safety rules and shall avoid unsafe activity.
11. Members are prohibited from profiting financially from their membership by charging residents or guests for use of the Association Facilities.
12. Proper dress is required in all Association Facilities in accordance with the following basic guidelines:
 - a. Upper body garments must be worn in all activities, except males using aquatic facilities.
 - b. Appropriate swimming attire, is the sole discretion of the Club Manager, is required in all aquatic facilities. No cut-off pants will be permitted.
 - c. Appropriate athletic attire (including, but not limiting to specific footwear and/or clothing), as determined by the Club Manager
13. No pets are permitted in the facility except for assistive purposes as provided for in the American Disabilities Act or the federal or state fair housing laws and guidelines.
14. In the event that the Association Facilities are used before or after designated staffed hours, the Members, residents, or guests using the key sensor for entry to the Association Facilities, accept full responsibility for their actions.
15. Parents are responsible for the proper supervision of their children and must not allow them to cause damage to Club property or act in an inappropriate manner. Children under 14 years of age must be in the view of their parent(s) at all times. Any child play or activity considered a nuisance will not be tolerated.

16. Any Member, resident or guest who conducts himself/herself in disorderly manner, commits criminal misconduct, or who breaks an Association rule or regulation is subject to disciplinary action (see Article II above).

V. PICTURE I.D. BADGES, KEY FOBS AND RULES

Only holders of valid Picture I.D. Badges (Badges), and valid Key Fobs, as defined below, are entitled to use the Association Facilities. Unauthorized use of the Badges, Guest Cards or use of false information in obtaining Badges or Cards may result in suspension of membership privileges or other appropriate sanctions. A Badge or Key Fob is valid only for the Person to whom it is issued and cannot be loaned, transferred or assigned. All Member and Resident Badges will contain the Badgeholder's photograph.

A. Issuance

1. Picture I.D. Badges and Key Fobs are issued after completion of a scheduled mandatory orientation conducted by the club Manager or Assistant. A one (1) time orientation fee of \$50 (subject to change) is required. The orientation will be conducted with a checklist to ensure the Club Manager covers all items and checklist signed by all members.
2. One Member Badge shall be issued without charge, to each permanent family member living within the Member household. A permanent family member shall be defined as a person who lives within the member household for a minimum of one hundred twenty (120) consecutive days. There is no provision for issuing Picture Badges or fobs to someone renting a room in a member's home. Such person's access will only be as a guest and as such be accompanied by the sponsoring Member while in the facility and/or pool area.
3. A Maximum of two Key Fobs will be issued per household which is included in the \$50 orientation fee. Additional fobs may be purchased for \$15 each for family members over the age of 14 holding a valid ID Badge.
4. Any owner who leases or otherwise transfers occupancy of his/her lot is not entitled to receive or retain a Badge or Key Fob. Immediate written notice of the transfer of occupancy must be given to the Association and the Owner must surrender to the Association his/her previously issued Badge(s). The right of the lessee(s) to receive Badges(s) allocable to the subject Lot depends on the Owner's surrendering all previously issued Badges. Each Resident is subject to the same qualifications, limitations, and conditions as specified in Sections IV.A.1 and IV.A.2. above for issuance of Member Badges, and is further subject to the following:
 - a. The Owner (lessor) must be current and in good standing with the Association as indicated in the listing supplied by the Management Company.

- b. The right of the lessor to use Association Facilities must not have been suspended by the Board pursuant to Article II, Section 1 (a) of the Master Declaration.
- c. The Owner (lessor) must deliver to the Association a copy of the signed lease agreement. No Badge will be issued to the lessee unless a signed lease agreement is on file.
- d. The Owner (lessor) must surrender all Badge(s) issued to the lessor's household to the Association.
- e. Each lessee must complete an orientation and pay the orientation fee before Badges and Key Fobs are issued.
- f. Lessee Badgeholders enjoy certain privileges associated with membership, but are not Members of the Association, do not have the right to vote in Association affairs or be counted in determining a quorum at any meeting of the Association, and are not entitled to be listed on the membership register. Ballots, assessments, notices and any other items required by the Governing Documents to be given to Owner or Members will be given to the Owner of record, and not to the lessee.
- g. A Resident Badge will be revoked upon termination of the lease agreement. The lessor is subject to sanctions for a violation of these Rules as specified in Article II above.

B. Additional Badges:

In the event that more Badges are needed for a Member or Resident household or if issued Badges are lost, additional Badges may be purchased at the Association's Club Manager's office of such a fee as may be established by the Association. Any person, such as a therapist, caregiver or trainer (assister), accompanying a Badgeholder for the purpose of giving necessary assistance in the use of the facilities on a continuing basis, must obtain and carry at all times, while on the premises, a card designed to identify their function. Holders of Assistive Cards may not enter the Club on their own. It shall be the responsibility of the Badgeholder to surrender the special Card if the assisting person is no longer engaged. Assistants will be counted as a guest with appropriate guest liability forms signed.

C. Guest Card:

- 1. Each household will be issued one complimentary guest card on January 1st, of each year, valid for ten (10) visits at no charge. Each guest counts as one visit and each visit is to be valid for one calendar day. Each guest will be entitled to utilize all of the facilities that are in operation. Additional fees required for special activities are not included and must be paid for separately. Additional guest cards are available

from the Club Manager's Office for a cost of twenty dollars (\$20.00). Guest cards are not transferable. There will be no refunds issued for unused guest visits. Effective January 1, 2020, any unused guest cards will automatically expire at the end of the calendar year they are issued. Exception to this rule are households with unused guest cards accumulated up to January 1, 2020. Those accumulated unused guest passes will be grandfathered in and may be used until depleted.

2. Any club member bringing his/her guest(s) to the club shall serve as the host and shall remain with their guests during their use of club facilities. Each household may be allowed four guests at one time per day. Exceptions to this policy are to be approved by the Club Manager or Club Assistant in person or in writing prior to the day of the planned visit. If the number of persons in the swimming pool exceeds 50 at any given time, guest will be asked to leave first.
3. Guests of Badgeholders in good standing shall be admitted to the club. A responsible adult member will accompany any child under 14 years of age at all times. Young people ages 14-17 may bring and accompany their guests to the club until 7:00 p.m., as long as liability waivers and permission slips are on file in advance at the club office, signed by the homeowner or lessee.
4. Club members who live part-time at Cottonwood Ranch or are out of town will arrange in advance with the club office for family or friends staying in their home, to use their guest cards. As with regular members bringing guests, there must be one responsible adult host from the household accompanying the guests and remaining with them during their use of club facilities. Out of town guests, staying with the Member, but the Member is not available to escort them (due to work, illness, or disability), may use the Clubhouse as if the Member was escorting them. Special use form "Unescorted Guest Waiver of Liability" will be used to register these guests and signed in advance by the homeowner or lessee. Adult Childcare Providers (Babysitter, Nannies, etc.), where the Member is not available to escort the children, may escort the children as if the Member was escorting them. Special use form "Childcare Provider Waiver of Liability" will be used to register the Childcare provider and signed in advance by the homeowner or lessee.
5. Club members are encouraged to bring friends, family and especially Out-of-town guests for a drop-by visit or informal tour of the club facilities. Any such visit lasting up to 30 minutes shall be considered "promo" and "good will" and will not require any sign-ins or guests pass fees.
6. The Club Board reserves the right to limit the number of guest passes purchased by one household.
7. The Club Board reserves the right to charge owners and/or tenants of a nonmember Cottonwood Ranch property, a fee of \$10.00 when entering

as a guest. They must follow all Rules & Regulations of the Club while on Club premises.

D. Employee Guest Cards:

Full Time employees may purchase Guest Cards for their own use or their immediate families, with prior written approval from the Board of Directors. The employee will pay for any charge for these guest cards.

E. Badge and Guest Card Rules:

1. Badges must be presented when requested by the Club Manager or Club Assistant.
2. Badge checks may be made by the Club Manager or Club Assistant to monitor compliance with Club policy and to determine validity of all Badges and Guest Cards.
3. The sponsoring Badgeholder (homeowner or lessor) is responsible for his/her guests using the Association Facilities.
4. Badgeholders who do not identify their guests as such, are in violation of these Rules and are subject to sanctions (see Article II above).
5. Badgeholders and their guests may register for various activities and classes at the reception desk, upon presentation of a valid Badge and Guest Card. Badgeholders will have priority.
6. There are no refunds for any Guest Cards.

VI. USE OF ASSOCIATION FACILITIES (THE CLUB)

The hours of operation during which the Club is staffed are 8:00 a.m. – 8:00 p.m. Entry by Key Fob is permissible from 4:00 a.m. to 8:00 p.m.

The Club may not be staffed on some major holidays.

A. The Club at Cottonwood Ranch:

1. The Club at Cottonwood Ranch is the site of the Association Facilities. The Club at Cottonwood Ranch includes the Jerome Room, Kitchen, Mingus Lounge, Verde Fitness Center, Business Center, Swimming Pool and Spa, Bocce courts, Horseshoe Pits, Barbecue areas, and Parking Lot. Parking spaces are provided for members and guests visiting the club as well as employees and vendors while working at the Club. Overnight parking in Parking Lot is strictly prohibited.

2. The Club is designated a smoke-free environment and smoking is prohibited. In addition to the Clubhouse proper, this includes the pool and spa areas and the outdoor restrooms.
3. The serving or consumption of alcoholic beverages at any event must have prior written approval by the Board of Directors. (Ref. Section VI, Jerome Room Policies and Conditions.)
4. An adult must accompany children under 14 years of age at all times. After 7:00 PM, anyone under 18 years of age must be accompanied by an adult when using any facilities of the Club.
5. The Club may not be used for the sale of products or services, individual political presentations or religious purposes, except for swimming lessons with a volunteer or paid instructor.
6. The Club Manager's Office is located in The Club where Badges, Cards and membership information can be obtained. All Association payments will still be mailed to HOAMCO.

B. Jerome Room:

The Jerome Room provides space for a variety of activities. This room is used primarily to accommodate low impact aerobics, arts and crafts activities, classes, meetings, conferences, parties, etc., by Badgeholders, the Association staff, and other users as set forth in more detail in Section VI. To use the Jerome Room, it is necessary to make prior arrangements with the Club Manager. Conditions for rental of the Jerome Room are included in Section VI.

C. Kitchen:

1. The kitchen can be used for any scheduled club activity using the Jerome room, i.e. bridge, bunko, line dancing, low impact aerobics, ping pong, etc.
2. The kitchen also provides an area for preparation of food and drink for Badge Holders who have reserved or rented the Jerome Room. Badge Holders may be required to reimburse the club if additional costs are incurred by the club for set-up, cleaning, etc. No everyday use of kitchen, i.e. cooking meals, using oven, refrigerator, dishwasher (except by staff.)
3. All appliances, countertops, kitchenware, and floors must be cleaned at the time the event concludes. Any kitchenware used from the club must be replaced to the original location prior to departure. No personal items are to be stored in kitchen, i.e. coffee mugs, water bottles, dishes, Tupperware, glass containers.

4. The refrigerator may only be used with an event reservation for the Jerome Room or Club Activity. All items must be removed from the refrigerator upon conclusion of the event. Refrigerator will be emptied and contents to be disposed of by staff each evening upon closing.
5. The outside grills are provided for members who wish to barbeque while using the pool side facilities. Members using the grills should check appropriate column on outdoor sign-in sheet located at the front desk. The grills should be cleaned after each use with a wire brush. Staff will check grills each night and ensure propane is turned off and grates are clean.
6. An outside refrigerator is located by the cabana for grill users. Refrigerator will be emptied and contents to be disposed of by staff each evening upon closing.

D. Mingus Lounge:

The Mingus Lounge provides space for a variety of activities including computer/email use, card and table games, television, and reading.

1. Computer Use
 - a. Computers will be used on a first come-basis. There will be a 30-minute time limit on each computer if other Badgeholders are waiting to use them.
 - b. A qualified person designated by the Club Manager may only make software changes, system repairs, or hardware additions
 - c. Personal information will not be permitted to be left on the systems.
 - d. The Club will not be responsible for monitoring the suitability of material accessed on the computer.
 - e. Viewing of pornographic or obscene material on Club computers is prohibited.
2. Card and Table Games: The card table in the Mingus Lounge will be used on a first come basis when not reserved. There will be a time limit of 1 hour if other Badgeholders are waiting to use them. Cards and other game pieces can be checked out at the reception desk.
3. Television: In the event there is a difference of opinion regarding the volume or channel selection, the Club Manager or Club Assistant should be consulted for a final decision.

E. Verde Fitness Center:

The Verde Fitness Center (the "Fitness Center") is part of the Association Facilities, and can only be used by holders of valid Badges and holders of valid Cards. Personal Trainers are guests. All Badgeholders and guests are required to follow the below mentioned rules:

1. Activities in the Fitness Center are not supervised. Therefore, anyone using equipment and participating in activities at the Fitness Center will do so at their own risk. Prior to use of equipment or participation in activities provided by the Fitness Center, everyone will be required to sign an Informed Consent Agreement. In the case of minors, the parent or legal guardian must sign the Informed Consent Agreement.
2. Badgeholders who are 14 or older may use the equipment or weights in the Fitness Center without adult supervision. Ages 12-14 may use it with an adult Badgeholder. No one under 12 is allowed in the Fitness Center.
3. Persons with known medical problems or who are unsure of their physical condition are advised to consult with their physician(s) before engaging in exercise activity.
4. Persons using the Fitness Center (participants) may be required to attend an orientation prior to using exercise equipment. The orientation is designed to:
 - a. Familiarize participants with policies and procedures of the Fitness Center.
 - b. Orient participants to the proper use of exercise equipment.
 - c. Assist participants in developing and implementing their own exercise programs.
5. Participants must supply their own towels.
6. The Fitness Center is not responsible for lost or stolen items.
7. All members are required to wipe down cardio and weight room equipment after use. Disinfecting wipes are available for use.
8. Report damaged equipment immediately to the Clubhouse Manager.
9. Report injuries immediately to the Clubhouse Manager.
10. Members must wear appropriate exercise attire at all times. No open-toed shoes, open-backed shoes, boots, sandals, or casual shoes are allowed. No bare feet.
11. Except for capped water bottles or energy drinks, eating or drinking is prohibited.

F. Business Center:

The Business Center provides valid Badgeholders the use of a copy machine and fax machine. Copies will be charged such fee as may be established from time to time by the Club.

Swimming Pool/Spa

The swimming pool and spa are part of the Association Facilities and only holders of valid Badges and valid Cards may use the swimming pool and spa. Use of the swimming pool/spa is at the user's own risk. Lifeguards are not provided. All Badgeholders are required to observe the following rules, which are derived from Red Cross Water Safety Handbook, The National Lightning Safety Institute recommendations, medical recommendations, comparison to similar facilities and common sense practices for safety of all users of the facility. The Club Code of Conduct applies to all users of the swimming pool and/or spa. (See III-A of this document.) All Badge holders are required to register at the reception desk prior to entering the swimming pool/spa area. Badges must be in possession at all times.

1. Pool and spa users must shower in the outdoor shower prior to entering the water. Soap or shampoo is not permitted. After pool and spa use the shower may be used to rinse chlorine off.
2. Pregnant women or people taking medications or who have a chronic medical condition, such as high or low blood pressure, heart disease, seizures or diabetes should not use the spa without their physician's approval.
3. Time spent in the spa should be limited to 15 minutes.
4. Children under 14 years of age are not permitted in the spa.
5. Children under 14 years of age are not permitted in the swimming pool area without adult supervision. In addition, children under 42 inches in height are not permitted in the swimming pool, unless an adult guardian is **IN** the swimming pool with the child. Toddlers must have a supervising adult within 'arm's length' of the child in the pool.
6. Children not yet toilet trained and/or in diapers are not permitted in the swimming pool without the proper swimming diaper.
7. Absolutely no pets are permitted in the swimming pool area except for assistive purposes.
8. NO sun tan oil is permitted in swimming pool. Use of sunscreen lotion is encouraged.
9. Appropriate swimming attire must be worn. Cut off jeans are not permitted.
10. Running, horseplay, jumping or diving into swimming pool is not permitted.
11. Loud or foul language and loud sound-producing equipment are not permitted in swimming pool area.
12. For safety reasons, chairs, lounges, tables, and other items which could obstruct or interfere with access to and from the swimming pool/spa area are restricted to designated areas.

13. Food or beverages may be consumed at the swimming pool/spa in areas provided with tables and chairs, and only in areas at least 15 feet from the pool's edge. **No alcohol is permitted.**
14. Glass containers, chewing gum and tobacco products are not permitted. The clubhouse, including the pool and spa area, is a smoke free environment and smoking of any kind, including e-cigarettes, is prohibited.
15. **Allowable** pool equipment in the swimming pool. Pool equipment of any kind not allowed in the spa.
 - Water noodles
 - Aqua bells
 - Kick boards
 - Snorkel, mask, fins, swim goggles
 - Life jackets
 - Children arm floatees only with parents in pool with child
 - Floating noodle chairs

Prohibited Pool Equipment in the swimming pool or spa

 - Inflatable devices of any size
 - Inner tubes
 - Air mattresses
 - Surfboards
 - Boogie boards
 - Water guns of any size-squirt or soaker
 - Frisbees
 - Balls
16. For safety reasons, during rain, thunder, and lightning storms or other inclement conditions, the Club Manager or Assistant will close the swimming pool/spa until 30 minutes after such conditions pass. However, the Club Manager or Assistant is not responsible for monitoring weather conditions, and each person in the pool area should immediately exit the pool area if lightning or thunder is observed.
17. Any person with an infection, communicable disease, open wound, Band Aid, or similar dressing, is prohibited from using the swimming pool/spa facilities.
18. Persons with wet swimming attire or aqua (water) shoes are not permitted to enter the clubhouse to use the computers, fitness equipment, Mingus room, Jerome room, indoor restrooms, etc. Exiting when wet must be done by using the outside gate which require use of the member's key fob.
19. Proper aqua (water) shoes can be worn in the pool and spa. Street shoes such as tennis shoes, flip flops, sandals, sock, etc. are prohibited in the pool or spa.
20. Any person failing to abide by stated policy or safety rules as stated herein and/or as posted will be instructed to leave the swimming pool/spa area. Infractions of these rules can result in the suspension of Club privileges (via deactivated key fob) for a minimum of 30 days.
21. Disclaimer: All persons using pool and spa do so at their own risk. The Association, its officers, directors, committee members, and property

manager shall not be liable for injuries or accidents that anyone may suffer, nor are they responsible for injury to or loss of personal property. No lifeguard on duty—swimming and spa use is at your own risk.

22. The pool is an outdoor pool and heated March 1st through October 31st of each year. Hours available for members and authorized guests are 6:30 am to 8 pm 7 days a week. Pool is not heated from November 1 to February 28th of each year. The spa is located outdoors and heated all year. Heating schedule and hours of use are subject to change. Fines and/or suspension of the right to use the clubhouse will be imposed if members are caught using the pool/spa after authorized hours.
23. During designated class hours as noted on the calendar of events, any Member can be a member of the class, but other swimmers will remain out of the pool until the class is finished, i.e. the water aerobics class.

H. Bulletin Board Policies

The Association has provided two bulletin boards in the Club that can be used for posting social activities and a community bulletin board that can be used by the Badgeholders. All announcements, notices, pictures, writing, or other items of any kind must be approved and posted by the Club Manager.

VII. JEROME ROOM POLICIES AND CONDITIONS

A. ROOM SCHEDULING POLICIES:

Use of the Jerome Room without prior notice and approval is prohibited. In establishing schedules, the Club manager will adhere to the following policies and stated priorities. Requests are on a first-come basis. Association sponsored events will not be charged for the use of the Jerome room.

1. Any meeting of the Club Board of Directors or committees of the Board has priority over all the other meetings. If required, notices of these meetings will be posted on appropriate Association Bulletin Boards. The Club Board reserves the right, at all times, to deny, adjust, cancel, reschedule, or move meeting space as deemed necessary.
2. All special events, classes, and meetings sponsored by the Club Board will be scheduled by the Club manager. These events will be posted in an appropriate manner.
3. Use of a meeting space without a reservation may be accommodated at the discretion of the Club Manager on a first-come first-serve basis, provided such events are in accordance with all Club policies, procedures and rules. The Club Manager and Club Board reserves the right to interrupt, terminate or reschedule these activities as necessary to maintain room-scheduling priorities.

4. Badgeholders may reserve the Jerome Room for a private event by executing a room reservation contract, subject to approval by the Club Manager. The Club Manager will determine room availability. A private function may be prohibited if, in the judgment of the Board of Directors and Club Manager, such event would be inconsistent with the general use and enjoyment of the Club by all Badgeholders.
5. The Jerome Room and patio must be vacated by the scheduled ending time. Evening parties must end before 8:00 p.m. A paid staff person or a member of the Club Board must be present during the function.
6. Decorations must be taken down and all clean up is to be completed at the conclusion of the event, including removal of the tables and chairs. Trash must be taken to the dumpster in the parking area. Kitchen must be clean, with coffee pots and appliances turned off and also cleaned. The staff will not be responsible for any cleaning, setup or removal of tables, chairs, etc.
7. The service or consumption of alcoholic beverages must have prior written approval of the Board of Directors.
8. Members, residents, and guests must be 18 years or older to participate in any scheduled event in the Jerome Room that involves any form of gambling or wagering of money. Such events include but are not limited to Bingo and Bunko.

B. ROOM RENTAL

1. Use of the Jerome Room without prior notice and approval is prohibited. Requests for room rentals, by members for private parties, should be directed to the Club Manager and the Club Board of Directors, at least one week prior to the planned event.
2. Badgeholder's may reserve the Jerome Room for a private event after executing a room rental contract, subject to approval of the Club manager. The Club manager will determine room availability. Room rentals are subject to the current schedule of fees and policies as established by the Board. The Badgeholder making the rental may be required to reimburse the Club Board if additional costs are incurred by the Club Board for set-up, cleaning, etc
3. The Badgeholder making the rental must be a part of the group attending and must be present during the entire period of the rental. A staff person or a member of the Club Board must also be present during the entire period of the rental. Attendees of the private function are restricted to the use of the Jerome Room and bathrooms. An adult Badgeholder must supervise any party for minors.

4. Private parties may be catered. A bartender and band may also be used with prior approval of alcohol use.
5. All persons using the Jerome Room must be appropriately attired.
6. Use of the Jerome Room shall be for lawful purposes. Any violation of this rule shall be the sole responsibility of the resident who reserved the room and may affect the resident's status at the Club. No outside advertising of any private party in the Jerome Room or patio is permitted.
7. All guests must use designated parking areas, and must not block driveways to homes.
8. The Jerome Room and patio must be vacated by the scheduled ending time. Evening parties must end before 9:00 p.m. All decorations must be taken down and all clean up is to be completed at the conclusion of the event, including tables and chairs. Trash must be taken to the dumpster in the parking area. Kitchen must be clean, with coffee pots and appliances turned off and also cleaned. The staff will not be responsible for any cleaning, setup or removal of tables, chairs, etc.
9. The service or consumption of alcoholic beverages must have prior written approval of the Board of Directors. In addition, the Badgeholder must sign a hold harmless agreement prior to such event and assume sole responsibility for any liability that may arise in connection with the service or consumption of alcoholic beverages. Persons serving alcoholic beverages within rented room must be 21 years old.
10. If the Policies and Conditions are violated, the renter of the room may forfeit all or part of the deposit.
11. The Club Board reserves the right to deny rental.

C. ACCEPTABLE USES OF THE JEROME ROOM

1. **Approved by the Club Board and open to all members with no fee**
 - Club and Ranch Board Meetings (to include committee meetings)
 - Training and classes for employees and board members
 - Invited Speakers by the Club and Ranch Boards
 - Neighborhood Watch/Community Info/Education
 - Angel Fundraiser/meetings
 - Family and Social Committee Activities (may charge to cover some expenses)
 - Cards/Games
 - Creative Arts
 - Exercise classes
 - Dance classes
 - Educational classes

2. **Member Rental for Private Parties***

Limit of 50 people

D. UNACCEPTABLE USES OF THE JEROME ROOM

1. Any political issues. This includes political issues designating any federal, state, or local political party or issue, on or off an official ballot and regardless of a need to have a voters input.
2. Religious meetings such as Bible Study, Worship, or Prayer meetings
3. Office parties, Company Team parties,
4. Promoting sales of products or service
5. Service Organizations such as Rotary Club
6. Organized Clubs outside of Cottonwood Ranch

E. Fee Schedule

1. \$25 an hour rental fee with a minimum of two hours and maximum of four hours
2. \$100 refundable cleaning deposit