
ESTATE CLUB POLICIES AND REGULATIONS

The Daniel C. Gainey Estate Club is owned and operated by The Gainey Ranch Community Association for the benefit of its Members. These Policies and Regulations have been prepared for the purpose of enhancing the enjoyment of the Club by Gainey Ranch Owners, Residents, Guests, and Associate Members.

DEFINITIONS

The following words used in these Policies and Regulations shall have the following meanings:

- Club:** The Daniel C. Gainey Estate Club.
Members: Owners and Residents of Gainey Ranch residential properties.

ARTICLE 1 - NAME

The Club shall be known as the Daniel C. Gainey Estate Club and shall be classified as an exclusive private club open only to Club Members and their Guests.

ARTICLE 2 - OBJECTIVE

A leisure Club created to provide Gainey Ranch Owners and Residents with tennis, pickleball, wellness, fitness, recreational and social experiences in an environment of casual elegance.

ARTICLE 3 - OWNERSHIP AND OPERATION

The Club is managed by GRCA, under the authority of its' Board of Directors.

ARTICLE 4 - DEFINITIONS

- ❖ **Membership**
The rights and privileges associated with the use of the Club as set forth in the Policies and Regulations.
- ❖ **Owner**
An Owner is any person(s) or organization holding title to residential property on Gainey Ranch.
- ❖ **Resident**
The term 'resident' applies to Renters who are assigned privileges from the Owner to utilize the Club only to the extent that an Owner transfers their privileges to a Renter for use of Club.
- ❖ **Sponsored Tennis Membership (STM)**
The term is defined in Article VI herein.

ARTICLE 5 - MEMBERSHIPS

1. **Owners**
Owners have full membership rights at the Club.
2. **Estate Club Fees**
Fees may be assessed for additional services. Services may include but not be limited to personal training, classes, clinics, fitness services, massage, social activities, etc.

ARTICLE 6 – SPONSORED TENNIS MEMBERSHIPS (STM)

1. Sponsored Tennis Memberships

Nonresidents must be sponsored by an Owner that is active in the tennis program.

2. Fee Structure

- The current fee structure is available at the Administration office.
- STM memberships are paid in full for the term.
- There will be no refunds for unused membership.
- STM may extend the program selected for consecutive months by paying the program commitment rate.
- STM Program chosen is for consecutive months from start date and cannot be suspended.

3. Policies

- STM may play on courts but cannot bring Guests or have access to the pool, social events, or card room.
- STM may make court reservations through Club Automation.
- STM has the right to the use of the Fitness Center to warm up on the day of play and to cool down.
- STM must be sponsored by an active tennis Owner prior to approval to the program.
- STM may be placed on a medical hold only with medical documentation provided by a Physician.
- Medical Hold Members are considered Guests and do not have gate access or court access.
- Any policy not followed could result in a loss of membership.

4. Application

An application for membership shall be in writing and signed by both the Applicant and sponsored tennis playing Owner. The Applicant must agree to abide by the Policies and Regulations. The application should be accompanied by full payment of the appropriate fee in advance prior to the use of the Club. A credit card is required to be on file. Prorating is not an option.

ARTICLE 7 - CHANGES IN FEES

GRCA Management shall have the right to increase or change fees, after communicating such change to the Members.

ARTICLE 8 - TRANSFERABILITY

Memberships may not be transferred, pledged, or assigned.

ARTICLE 9 - MEMBER ACCOUNTS

Each Owner will be required to establish a Club Automation account. Financial responsibility is with the account holder.

ARTICLE 10 - INDEBTEDNESS OF MEMBERS

If fees are not received, Owner agrees the delinquent amount will be secured by GRCA's Assessment Lien against Owner's Gainey Ranch Property. The GRCA may, upon notice, deny Club usage and access as set forth in the GRCA Master Declaration until such charges are brought current. The GRCA may exercise such additional rights and remedies as are available to enforce collection of the amount owing.

ARTICLE 11 – ESTATE CLUB MEMBERSHIP POLICIES

Operating a multiactivity Club requires the following Policies and Regulations related to ensuring safety and respect for all Members. The following is a list of Policies related to the use of the Club that must be followed by Members and their Guests. Concerns and complaints should be addressed to Management.

1. Authority to Suspend

The Master Declaration of Gainey Ranch states that the rights of a Gainey Ranch Owner or Resident to use the Club cannot be terminated. However, a Member may, for the reasons stated below, become subject to a suspension of Club privileges for a specific period.

2. Causes for Suspension

- The failure of a Member to pay Club charges or fees within the time set forth by the Club.
- The illegal use of a Membership by a Non-Member.
- The determination by Club Management that a Member has engaged in conduct which in the opinion of Club Management is reasonably detrimental to the welfare, interest or character of the Club, or for any conduct in violation of the Policies or the Club Regulations.
- The determination by Club Management that a Members is incompatible with, or disagreeable to, other Members, Staff, or has engaged in conduct which in the opinion of Club Management is reasonably detrimental to the welfare, interest or character of the Club; or for any conduct in violation of the Club Policies.
- Disrespect or inappropriate behavior towards Staff is prohibited.

3. Procedure for Suspension or Re-Suspension

Following the determination that membership shall be suspended or re-suspended under these Policies, a notice shall be emailed to the Member at least ten (10) business days prior to the contemplated action. A certified letter may be mailed based upon the severity of the event. A hearing will take place within ten (10) business days after the email has been confirmed by Management. Appeals hearing, if requested, must be documented and confirmed by Management within ten (10) business days.

Following the hearing, the Executive Director, and /or Master Board decision shall be final. By the act of suspension or re-suspension, the Club does not relinquish its right to collect in full any charges or other amounts owed to the Club by the Member to the date of said suspension or re-suspension. In addition, a suspended Member shall not be relieved of the obligation to pay all GRCA assessments when due.

ARTICLE 12 - TERMINATION OF SPONSORED TENNIS MEMBERSHIP

A Sponsored Tennis Membership may be terminated prior to its expiration for one or more of the following reasons:

- The failure of the Sponsored Tennis Member to pay fees or Club charges.
- Conduct of a Sponsored Tennis Member.
- The improper use of a Sponsored Tennis Membership.

ARTICLE 13 - AMENDMENTS TO THE POLICIES

The GRCA Board of Directors reserves the right to amend these Policies on an as-needed basis. Notice shall be given to the Members prior to the effective date of any significant change, revision, or amendment.

ARTICLE 14 - NOTICE TO MEMBERS

Whenever written notice is required to be given to the Members, such notice shall be deemed given ten (10) business days after deposit with the United States Postal Service, postage pre-paid, and addressed to the Member at the last address reported by the Member to the Club for the purpose of billing and notice or emailed to the Member. Personal delivery, or any other form of written notice, may be rendered and notice shall be deemed received upon actual receipt of such delivery. In any legal action brought by the Club to collect any such delinquency, the Club shall be entitled to recover, in addition to any cost or damages, reasonable attorney fees.

ARTICLE 15 - LIABILITY FOR USE OF PROPERTY

A Member shall be responsible to the Club for any damage to Club property caused by the Member or Guests. Payment for such damages shall be collected in the same manner as that in which other debts or obligations are collected.

ARTICLE 16 - RIGHT TO REGULATE USE OF PROPERTY

Club Management and/or the Master Board of Directors shall have the sole right to make Policies, Regulations and Restrictions relating to the use of Club property, as deemed prudent.

ARTICLE 17 - POLICIES ABIDANCE

1. Owners

The Club Policies and Regulations have been approved by the GRCA Board of Directors and have been incorporated into the Gainey Ranch Policies. The Gainey Ranch Policies have the same effect as if they were set forth in and were a part of the Master Declaration.

2. Sponsored Tennis Members

Sponsored Tennis Member agrees that, upon receipt of these Policies, not only are they bound by the terms of these Policies and Regulations, but also by all changes or amendments to said Policies and Regulations.

3. Guest

Residents are responsible for their Guests' compliance with the Policies and Regulations.

ARTICLE 18 - CLUB PROPERTY RIGHTS

It is expressly stipulated and understood that no property rights or vested interest of any kind accrues to the benefit of any Member solely by virtue of Club membership. The Club does not grant, confer, or bestow upon any Member the right of ownership, vested interest or equity privileges in and to the Club but only the right to use and enjoy the Club during the existence of the Club on the terms and conditions established by the Club.

ARTICLE 19 - SERVICE ANIMAL POLICY AND PROCEDURE

Service animals must be registered at the administration office. Once they are registered, a photo will be taken of the service animal and the Owner in Club Automation.

ARTICLE 20 - LAWN AND PATIO AREA

The large, circular lawn area located at the rear of the Club is available for recreational activities that do not damage the turf or surrounding areas. Inflatables are not allowed at any time. The patios area is available for the enjoyment of the community and their Guests. Children must be directly supervised at all times in these areas, due to the multi-use and safety of all Members. Liquor purchased at the Gainey Ranch Bar is not allowed in the grass area.

ARTICLE 21 - OWNER ESTATE CLUB PRIVILEGES GUEST POLICY

- Owners will receive a determined number of Day Passes per property per calendar year.
- Guests must be registered prior to use of the Club and documented.
- There will be a maximum number per day on one Day Guest Pass. (Monthly evaluated by Management).
- The maximum use of Day Passes is two per property per day. (Monthly evaluated by Management).
- Unused passes may not be transferred or carried over.
- Guests that are not registered will be charged a fee to the Owner.
- Registered Guests are allowed to utilize the Club without being accompanied by the Owner.
- After or before Club hours, Guests must be accompanied by the Owner.
- Access Cards may not be used, assigned or shared by another individual.
- Guests are allowed to attend fitness classes and clinics if there is room day of the class.
- Same Guest will not be allowed to use the Club more than 4 times in one month.
- Guests must sign a liability waiver prior to use of the Club.

ARTICLE 22 - RENTERS WITH ESTATE CLUB PRIVILEGES GUEST POLICY

- Renters with Privileges must receive approval from the property Owner in writing.
- Transfer of privileges from the Owner must be received prior to receiving access cards or access into Club.
- Renters with Privileges must have a credit card on file.
- Renter with Privileges will hold financial responsibility.
- Renters with Privileges must have all completed documentation and signatures.
- Renters with Privileges may receive Day Passes with approval from the property Owner.
- The number of Day Passes are determined by lease agreement and not guaranteed to the Renter with Privileges.
- After or before Club hours, Guests must be accompanied by the Renter with Privileges.
- Guests that are not registered will be charged a fee to the Renter with Privileges account.
- Registered Guests are allowed to utilize the Club without being accompanied by the Renter with Privileges during Club hours.
- After or before hours, Guests must be accompanied by Renter with Privileges.
- Access Cards can only be utilized by the assigned Renter with Privileges.
- Guests are allowed to attend fitness classes and clinics only if there is room on the day of the class and must register for class.
- Guests must sign a liability waiver prior to use of the Club.
- Same Guest will not be allowed to use the Club more than 4 times in one month.

ARTICLE 23 - CONSEQUENCES FOR VIOLATION GUEST POLICY

- 1st offense: A fee will be charged for each Guest of the Owner or Renters with Privileges and a warning be given.
- 2nd offense: A fee will be charged for each Guest of the Owner or Renters with Privileges 3 Day Passes will be lost.
- 3rd offense: A fee will be charged for each Guest of the Owner or Renters with Privileges 5 Day Passes will be lost.
- 4th offense: A fee will be charged for each Guest of the Owner or Renters with Privileges and loss of remaining Day Passes lost.

ARTICLE 24 - GENERAL GUIDELINES

- Members must check in prior to using the Club by use of the access cards or in person at the front entrance.
- Swimsuit coverups and footwear are required in the Club.
- Guests must be registered prior to use of the Club.

ARTICLE 25 - CONDUCT

Traditional codes of conduct must always be adhered to. Equipment abuse, or profanity are not acceptable. Sportsmanship, courtesy, and good manners are essential aspects of the use of the Club and surrounding areas. Smoking and vaping is not allowed in or around the Club.

ARTICLE 26 - CLUB DRESS CODE

- Swimsuits or non-athletic clothing are not allowed on the courts.
- Shirts must be always worn inside the Club and on the courts.
- Members or Guests wearing wet clothing must avoid using indoor seating areas.
- Shoes must be worn in the Club.
- Sandals and other open-toed shoes are not allowed in the Fitness Center and on courts.

ARTICLE 27 - LESSONS AND PRIVATE INSTRUCTIONS

- Owners may bring their own tennis or pickleball Instructor as a Guest.
- Fitness instruction shall be conducted exclusively by Club Staff.
- "Outside" Trainers or Instructors are not allowed in the Club Fitness Center.
- Caregivers are invited with the Owner.
- Caregivers must wear appropriate name tags or uniform, register, and sign liability waiver prior to access to the Club.

ARTICLE 28 - ESTATE CLUB CARD/PLAYING AREA

- The maximum allowed Owner/Guest ratio is 1:1.
- Guests must be registered prior to use of the Club.
- Owners must have a reservation for the table.
- There is no fee or use of Day Passes required.

ARTICLE 29 - FITNESS CENTER AND CLASSES

- To avoid disruption, entry to the fitness classes will not be allowed once class begins.
- Reservations are required for classes to meet minimum class requirements.
- No individual music without headphones or phone speaker use allowed in the fitness area.
- Phone call conversations must be taken out of the fitness area.
- Open toe shoes and sandals are not allowed in fitness areas while working out.
- A total of three (3) no shows for scheduled fitness class may result in a 30-day loss of fitness class privileges.
- Camps, sports, or school activities may not utilize any aspect of the Club without prior approval by Management.

ARTICLE 30 - CHILDREN

- Children under 10 are not allowed in the Fitness Center.
- Children aged 10 to 14 require close direct adult supervision.
- Children 15 and older are allowed to utilize the Fitness Center with proper use without supervision.
- Children are not allowed to run or intense play inside Club, patio areas or on the tennis or pickleball courts.

ARTICLE 31 - WEIGHT AND CARDIOVASCULAR EQUIPMENT ROOM

- Open toed shoes are not allowed.
- Members must wipe down equipment after use.
- Cardiovascular equipment has a 30-minute maximum use during high use times.
- Sharing resistance machines in between reps is expected.
- Return dumbbells and equipment to their appropriate place after use.
- Members may not prop open exterior doors or allow Members/Guests to bypass the access system.
- Music without headphones is not allowed inside the fitness area unless it is a Club sponsored event.

ARTICLE 32 - LIABILITY WAIVERS

All individuals that utilize the Club must sign a liability waiver. The waiver link will be emailed to the Member. All Guests must sign a waiver prior to use of the Club.

ARTICLE 33 - ESTATE CLUB POOL AND SPA

- **There is no Lifeguard onsite- swim at your own risk.**
- Children 12 years of age and under are not permitted in the spa for any reason.
- Children under the age of 14 must be directly supervised.
- No running is allowed in the pool area.
- No glass containers are allowed in the pool area.
- No large inflatables are allowed.
- No pool games are allowed that prevent other use of the pool.
- Lap swim hours will be posted and or communicated for priority use of the lanes.
- Neither smoking nor vaping allowed in the spa or pool areas.
- Pool toys are not allowed in the spa at any time.
- Food cannot be consumed in the pool or spa.
- At certain times and days, specific areas of the pool will be reserved for Club Sponsored Classes or events.
- Music without headphones is not permitted at the pool unless it is a Club Sponsored event.
- The pool and pool area are not permitted to be privately reserved.
- Proper swimming attire is required in the pool and spa.
- The dressing rooms adjacent to the swimming pool area are available for use by all individuals using the pool.
- Locks may not be left on lockers overnight.
- Boisterous behavior in the pool area is not permitted.
- Infants must wear swim diapers.
- No pets are allowed at the pool unless registered with the administration as a service animal.
- Animals are not allowed inside the pool or spa.
- Other Policies are posted at designated locations at the pool and spa.

ARTICLE 34 - TENNIS AND PICKLEBALL COURTS

- Tennis and Pickleball Courts are available with reservations.
- Hours available for play are posted at the Club.
- Appropriate attire for tennis and pickleball is required.
- Children under the age of 14 must be directly supervised.
- Lights are available with a prior reservation by 4:00 pm daily.
- Security will not turn on lights for night play without a reservation.

ARTICLE 35 - COURT RESERVATIONS FOR RESIDENTS

- **Play at your own risk.**
- Court reservations are required for the play.
- Reservations may be made in advance by the Owners.
- Reservations will be held for fifteen (15) minutes after the scheduled time unless staff have been notified.
- Certain courts may be set aside for the use of the teaching staff and or maintenance.
- Reservations will not be moved back in time to adhere to uncontrollable situations.

ARTICLE 36 - COURT RESERVATIONS USING THE CLUB AUTOMATION APP

- Club will offer education sessions to assist Members in the use of Club Automation.

ARTICLE 37 - LOCKER ROOMS

- Locker rooms are for the use and enjoyment of Members and their Guests.
- Lockers are available at no charge for day use only.
- No overnight locks are allowed.
- Monthly rentals are available for a fee.

ARTICLE 38 - BALL MACHINE

- The ball machine requires reservation and fees apply.
- Reservations are offered at low activity times.
- The ball machine is only available during Club hours.

ARTICLE 39 - NIGHT PLAY

- Night play requires a reservation by 4:00 pm, daily.
- Security will not be available to turn on lights without a prior reservation.

ARTICLE 40 - PRIVATE USE OF THE CLUB

- The Clubhouse is available depending upon Club activities, for private parties, social events, and meetings.
- A Club Contract must be signed with a proof of liability waiver completed by the Owner prior to confirmed rental.
- Club Management must be contacted at least (10) business days in advance for reservations.

ARTICLE 41 - LITTERING

- Members are expected to clean up after themselves, pets, children, and guests by discarding disposable items in the provided receptacles. Littering anywhere on the premises is prohibited.