
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 Homeowners, Residents, Guests, and Associate Members.

DEFINITIONS

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

Estate Club: The Daniel C. Gainey Estate Club.
Members: Homeowners and Residents of Gainey Ranch residential properties.

ARTICLE 1 - NAME

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

ARTICLE 2 - OBJECTIVE

A leisure Estate Club was created to provide Gainey Ranch Homeowners and Residents with Tennis, Pickleball, Wellness, Fitness, Recreational and Social experiences in an environment of casual elegance.

ARTICLE 3 - OWNERSHIP AND OPERATION

The Estate 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 Estate Club as set forth in Policies and Regulations.
- ❖ Homeowner
A Homeowner 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 by the Homeowner to utilize the Estate Club only to the extent that a Homeowner transfers their privileges to a Renter for use of Estate Club.
- ❖ Sponsored Tennis Membership (STM)
The term is defined in Article VI herein.

ARTICLE 5 - MEMBERSHIPS

1. Homeowners
Homeowners have full membership rights at the Estate Club.
2. Estate Club Fees
Fees may be assessed for additional services. Services may include, but not limited to personal training, clinics, fitness services, massage, social activities, beverages, snacks, promotional items, etc.
3. Sponsored Tennis Memberships
A Non-Homeowner member that their primary goal is to play tennis with Homeowners.

ARTICLE 6 - LIABILITY FOR USE OF PROPERTY

A Member shall be responsible to the Estate Club for any damage to Estate 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 7 - RIGHT TO REGULATE USE OF PROPERTY

Estate 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 Estate Club property, as deemed prudent.

ARTICLE 8 - MEMBER ACCOUNTS

Each Homeowner will be required to establish a Club Automation account. Financial responsibility is with the account holder. All Homeowners must have a signed liability waiver on file to utilize the Estate Club.

ARTICLE 9 – ESTATE CLUB MEMBERSHIP POLICIES

Operating a multiactivity Estate 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 Estate 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 Homeowner or Resident to use the Estate Club cannot be terminated. However, a member may, for the reasons stated below, become subject to a suspension of Estate Club privileges for a specific period.

2. Causes for Suspension

- The failure of a member to pay Estate Club charges or fees within the time set forth by the Estate Club.
- The illegal use of a Membership by a Non-Member.
- The reasonable basis determination by Estate Club Management that a Member has engaged in conduct detrimental to the welfare or interest of other members, staff, guests, or Estate Club property or for any conduct in violation of the Estate Club Policies and Procedures.
- 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 Estate Club does not relinquish its right to collect in full any charges or other amounts owed to the Estate 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.

1st violation - Possible warning

2nd violation \$100 fine

3rd violation \$200 fine

4th violation \$400 fine and possible loss of privilege of use of the Estate Club.

Any further violations, animal control gets called and you receive a citation.

ARTICLE 10 - CHANGES IN FEES

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

ARTICLE 11 - TRANSFERABILITY

Memberships may not be transferred, pledged, or assigned.

ARTICLE 12 - INDEBTEDNESS OF MEMBERS

If fees are not received, Homeowner agrees the delinquent amount will be secured by GRCA's Assessment Lien against Homeowner's Gainey Ranch Property. The GRCA may, upon notice, deny Estate Club usage and access 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 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 Estate 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 a delivery. In any legal action brought by the Estate Club to collect any such delinquency, the Estate Club shall be entitled to recover, in addition to any cost or damages, reasonable attorney fees.

ARTICLE 15 - GENERAL GUIDELINES

- Members must check in prior to using the Estate Club by use of the access cards or in person at the front entrance.
- Swimsuit coverups and footwear are required in the Estate Club.
- Access cards will work at the side gates prior to the opening of the Estate Club and after Estate Club closing.

ARTICLE 16 - POLICIES ABIDANCE

1. Homeowners

The Estate 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 17 – ESTATE 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 Estate Club membership. The Estate Club does not grant, confer, or bestow upon any Member the right of ownership, vested interest or equity privileges in and to the Estate Club but only the right to use and enjoy the Estate Club during the existence of the Estate Club on the terms and conditions established by the Estate Club.

ARTICLE 18 - SERVICE ANIMAL AND LEASH POLICY AND PROCEDURE

Animals must be registered at the administration office prior to having access within the Estate Club grounds. Once registration is complete, a photo will be taken of the service animal and the Homeowner in Club Automation at the Estate Club. All animals must always be on a leash. Any dog which is off the owner's property anywhere within the Gainey Ranch Community, outside of an official dog park, must be restrained by leash, chain, rope or cord of not more than six (6) feet in length and of sufficient strength to control the action of the dog. Dogs shall not be allowed on the Estate Club patio furniture even if leashed or in the pool or spa. All service animals must always be in control by the owner.

ARTICLE 19 - LAWN AND PATIO AREA

The large, circular lawn area located at the rear of the Estate 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; no pets are allowed on the patio. Children and animals must be directly always supervised 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. Animals should be always controlled and avoid patio areas and must be on a leash.

ARTICLE 20 – ESTATE CLUB DRESS CODE

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

ARTICLE 21 - HOMEOWNER ESTATE CLUB PRIVILEGES GUEST POLICY

- Homeowners will receive a determined number of Day Guest Passes per property per calendar year.
- Guests must be registered prior to using the Estate Club and documented.
- Maximum number of Guests per day on one Day Guest Pass will be determined.
- Unused passes may not be transferred or carried over.
- Guests that are not registered will be charged a fee to the Homeowner and will have a penalty to the Homeowner.
- After or before Estate Club hours, Guests must be accompanied by the Homeowner.
- Access Cards may not be used, assigned or shared by Guests.
- Day Guest Passes may not be used for Social Events.
- Guests are allowed to attend fitness classes and/or clinics if there is room on the day of the class.
- Guests must sign a liability waiver prior to use of the Estate Club.
- All Guests will have a fee associated with use of the Estate Club or use of a Day Guest Pass.

ARTICLE 22 - 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 Estate Club and surrounding areas. Smoking and vaping are not allowed in or around the Estate Club. Dogs must always be on leash. The following conduct policy could result in the following:

1st violation - warning

2nd violation \$100 fine

3rd violation \$200 fine

4th violation \$400 fine and possible loss of privilege of use of the Estate Club.

Any further violations, animal control gets called and you receive a citation.

ARTICLE 23 - LESSONS AND PRIVATE INSTRUCTIONS

- Homeowners may bring their own tennis or pickleball instructor as a Guest.
- All Guests must register at the front desk, fees apply, prior to entering the courts areas.
- GRCA offers contracted tennis and or pickleball instructors at no guest fee charges if reserved through the Estate Club.
- Fitness instructions shall be conducted exclusively by Estate Club Staff, no outside instructors allowed.
- Outside personal trainers are not allowed to work with Homeowners or Guests.
- Certified/Licensed Caregivers are invited by the Homeowner, at no guest fee to assist with equipment.
- Certified/Licensed Caregivers must wear appropriate name tags, uniform, register, sign waivers, prior.

ARTICLE 24 - ESTATE CLUB CARD/PLAYING AREA

- The maximum allowed Homeowner/Guest ratio is 1:1.
- Guests must be registered prior to using the Estate Club and sign the liability waivers, fees apply.
- Homeowners must have a reservation for the table which is available 7 days in advance.
- Management has the right to block card tables for Club Sponsored events or meetings.
- Location of the tables will be determined by management.

ARTICLE 25 - 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 is 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 Estate Club without prior approval by Management.

ARTICLE 26 - LIABILITY WAIVERS

All individuals that utilize the Estate Club must sign a liability waiver. The waiver links are emailed to the Member. All Guests must sign a waiver prior to use of the Estate Club.

ARTICLE 27 - CHILDREN

- Children under 10 are not allowed in the Fitness Center.
- Children aged 10 to 15 require close direct adult supervision.
- Children 16 and older are allowed to utilize the Fitness Center with proper use without supervision.
- Children are not allowed to run or intensely play inside Estate Club, patio areas or on the tennis or pickleball courts.

ARTICLE 28 - 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 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 an Estate Club sponsored event.
- Cell phone conversations, face time, and speaker phones will not be allowed.

ARTICLE 29 - 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 30 - 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.
- Priority Adult lap swim times will be posted and communicated.
- Encourage children play time will be posted and communicated.
- Children under the age of 15 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 are 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 Estate Club Sponsored Classes or events and possible music will be used.
- Music without headphones is not permitted at the pool unless it is an Estate 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.
- Dressing rooms adjacent to the pool and spa 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.
- Pool and Spa hours are 7:00 am to 9:00 pm.

ARTICLE 31 - 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 and fines may be given.

ARTICLE 32 - TENNIS AND PICKLEBALL COURTS

- Tennis and Pickleball Courts are available with reservations.
- Hours available for play are posted at the Estate 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.
- Weather conditions must be considered by individuals always using the courts for safety.
- Non-service animals are not allowed in the patio areas or on the courts.

ARTICLE 33 - COURT RESERVATIONS

- Play at your own risk.
- Court reservations are required for the play.
- Reservations may be made in advance by the Homeowners.
- 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 our maintenance.
- Reservations will not be moved back in time to adhere to uncontrollable situations.
- Maintenance may interfere with play for the safety of our members.

ARTICLE 34 - COURT RESERVATIONS USING THE CLUB AUTOMATION APP

The Estate Club will offer educational sessions to assist Members in the use of Club Automation.

ARTICLE 35 - BALL MACHINE

- The ball machine requires reservation and fees may apply.
- Reservations are offered at low activity times and during Estate Club opening hours.
- Balls must be cleaned up prior to leaving the courts.

ARTICLE 36 - 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.
- All lights will be shut off at 9:00 PM.

ARTICLE 37 – SPONSORED TENNIS MEMBERSHIPS (STM)

An application for membership shall be in writing and signed by both the Applicant and sponsored tennis playing Homeowner. 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 Estate Club. Prorating is not an option.

Fee Structure

- Nonresidents must be sponsored by a Homeowner that is active in the tennis program.
- 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 it for selected consecutive months by paying the program commitment rate.
- STM Program chosen is for consecutive months from the start date and cannot be suspended.

Policies

- STM must be approved by management prior to membership.
- STM may not 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 Homeowner prior to approval of the program.
- STM must have a credit card or bank account on file and must have a signed liability waiver.
- 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.

ARTICLE 38 - TERMINATION OF SPONSORED TENNIS MEMBERSHIP

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 Estate Club charges.
- Conduct of a Sponsored Tennis Member.
- The improper use of Sponsored Tennis Membership.
- Not following Policy or Procedures.

ARTICLE 39 - RENTERS WITH ESTATE CLUB PRIVILEGES GUEST POLICY

- Renters with Privileges must receive approval from the property Homeowner in writing.
- Transfer of privileges from the Homeowner must be received prior to receiving access cards or access to Estate Club.
- Renters with Privileges must have a credit card on file.
- Renter with Privileges will hold financial responsibility.
- Renters with Privileges must have all complete documentation and signatures.
- Renters with Privileges may receive Day Guest Passes with approval from the property Homeowner.
- The number of Day Guest Passes are determined by lease agreement and not guaranteed to the Renter with Privileges.
- After or before Estate 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.
- 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.
- Guests must sign a liability waiver prior to using the Estate Club.

ARTICLE 40 - CONSEQUENCES FOR VIOLATION GUEST POLICY

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

ARTICLE 41 - PRIVATE USE OF THE CLUB

- The Clubhouse is available depending upon Estate Club activities, for private parties, social events, and meetings.
- An Estate Club Contract must be signed with proof of liability waiver completed by the Homeowner prior to confirmed rental.
- Management must be contacted at least (10) business days in advance for reservations.
- Rentals require prior management approval.
- The rental includes the site/space only, with a deposit required to hold dates.
- Proof of Homeowners' insurance and guest list (first and last names) must be provided.
- Caterers must submit proof of insurance.
- Events must be completed by 9:00 pm, with the cleanup completed by 10:00 pm.
- The Estate Club Director has the right to refuse events that might not be in the character of the Estate Club.
- The Estate Club Director will determine exact locations for rentals, some areas will not be allowed, grass area, patio, pool area.
- Rental Fees will apply.
- Security and/or Management has the right to view Guest's ID to ensure compliance with state liquor laws.
- Security and/or Management has the right to view guest's ID to increase security of Guest flow.
- Estate Club events and Board meetings take priority over private Homeowner events.
- The Social Room is only available after club hours.
- Cancellation policy.
 - All events may be cancelled in writing within 15 days for a full refund of building rental and deposit.
 - Events cancelled 5 days prior to receiving a loss of deposit.
 - Cancelled five days less will be charged for full room rental.

Private Event Flow Chart

- Liquor Served at Event Under 25 in attendance.
 - No bartender is required to be hired, and the Social Coordinator will host the bar included in rental fee.
 - No outside liquor allowed to be brought in or removed from the Estate Club.
 - Clean up responsibility of owner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering hired by the Homeowner required to have W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.
- Liquor Served at Event over 25-50 in attendance.
 - (1) Licensed and insured Bartender required to be hired at owners' expense.
 - (1) Security Guard required to be at the event.
 - No outside liquor allowed to be brought in or removed from the Estate Club.
 - Clean up responsibility of Homeowner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering requires W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.

- Liquor Served at Event over 50-125 in attendance.
 - (2) Licensed and insured Bartenders are required to be hired at owner's expense.
 - (1) Security Guard is required to be hired at owner's expense.
 - No outside liquor allowed to be brought in or removed from the Estate Club.
 - Clean up responsibility of Homeowner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering requires W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.

- Liquor Served at Event over 125-285 in attendance.
 - (3) Licensed and insured Bartenders are required to be hired at owner's expense.
 - (2) Security Guards are required to be hired at the Homeowner's expense.
 - No outside liquor allowed to be brought in or removed from the Estate Club.
 - Clean up responsibility of Homeowner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering requires W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.

- No liquor Served at Event Under 25 in attendance.
 - The Social Coordinator will host the event included in the rental fee.
 - No security guard required for the event.
 - Clean up responsibility of Homeowner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering requires W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.

- No liquor Served at Event over 25-100 in attendance.
 - (1) Security Guard required to be hired at Homeowner's expense.
 - Clean up responsibility of owner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering requires W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.

- No liquor Served at Event over 100-285 in attendance.
 - (2) Security Guard required to be hired at Homeowner's expense.
 - Clean up responsibility of owner to avoid loss of deposit.
 - Music is required to be inside, but doors may be opened.
 - Catering requires W9 and proof of insurance.
 - Events are required to end at 9:00 PM and exit the building by 10:00 PM.
 - Gainey Ranch's Social Coordinator will be present for the duration of the event.

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