

**EXHIBIT "A"**

**BRUNSWICK FOREST  
FITNESS AND WELLNESS CENTER  
COMMUNITY COMMONS  
HAMMOCK PARK  
RULES AND REGULATIONS**

Approved by Funston Land & Timber, LLC  
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## I.

### PREAMBLE

#### **1. PREAMBLE**

Brunswick Forest Master Association, Inc. (BFMA) (the “Owner”), the Owner of the Brunswick Forest Fitness and Wellness Center, the Community Commons and Hammock Park (collectively, the “Facility” or “Facilities”), has established these Rules and Regulations to protect the variety of exceptional amenities located at the Facility, and to promote the health, safety, welfare and enjoyment of the Authorized Users and Guests, and all other persons using the Facilities. BFMA has the authority to appoint a Manager to oversee the operation of the Facility and shall grant Manager certain authority and duties as described in these Rules and Regulations.

An “Authorized User” is any person who, in accordance with Article II, Section 12 of these Rules and Regulations has been granted the right or privilege of using the Facilities, and any other person who may be issued an Access Card for so long as the Access Card is activated in accordance with Article II, Section 13 of these Rules and Regulations. A “Guest” is any person who is sponsored by an Authorized User in accordance with Article II, Section 14 of these Rules and Regulations. A Waiver of Liability Form must be signed by every individual for whom access to the Facilities is requested. If an individual requesting access is under 18 years, the parent or legal guardian must sign the Waiver of Liability on behalf of the individual prior to receiving access.

The Owner may amend, modify, change, add to or delete these Rules and Regulations from time to time at its discretion.

## II.

### GENERAL

#### **1. HOURS OF OPERATION**

The Manager reserves the right to establish, amend, or modify the hours of operation of the Facility, and any of its components or individual Facilities. The Facilities hours of operation will be established and published by the Manager considering the season of the year and other circumstances.

#### **2. CONDUCT**

All Authorized Users and Guests shall abide by all of the provisions of these Rules and Regulations.

- 2.1. Each Authorized User in good standing or their sponsored Guest shall have the right or privilege to use the Facilities subject to the Rules and Regulations.
- 2.2. Regardless of whether an attendant is present, and regardless of whether use occurs during or outside of regular posted hours, all persons using the Facilities shall be responsible for their own safety and shall be deemed to have assumed the risk of using the Facilities, and agree, by their presence at the Facilities, that the Facilities, the Owner, the Association and the Manager, and their members, owners, partners, officers, employees, representatives and agents shall not be held liable for any loss, injury, or death arising out of the use of the Facilities.

- 2.3. Subject to the terms of Article VIII, the Manager and the Facility personnel he or she designates will have full authority to enforce these Rules and Regulations and any infractions will be reported to the Management.
- 2.4. Subject to the terms of Article VIII, any Authorized User or Guest who conducts himself or herself in an unbecoming manner or who knowingly violates any Facility policy or rule may be denied service by the Facility and/or be sanctioned as provided in these Rules and Regulations.
- 2.5. Due consideration of the rights and comforts of others shall be given at all times by all Authorized Users and Guests while on the Facility premises.
- 2.6. Authorized Users or Guests shall not reprimand or discipline any staff member or send any staff member off the Facility premises for any reason. Harassment, sexual or otherwise, of staff members of the Facility, is not permitted and will not be tolerated. Sexual harassment includes, without limitation, unwelcome sexual advances, verbal, or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements, and/or any other conduct, statements or action which creates a hostile environment.
- 2.7. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Facilities or its staff members must be in writing, signed and addressed to the Manager.
- 2.8. Cigarette or cigar smoking, vaping or pipe smoking is not permitted at the Facilities at any time.
- 2.9. No firearms or other weapons of any kind are permitted on or about the Facility premises at any time.
- 2.10. Absolutely no fireworks are permitted on the Facility premises or adjacent areas unless part of a fireworks exhibit organized and conducted or sanctioned by the Facility.
- 2.11. No Authorized User or Guest shall use or furnish to non-Authorized Users, the Authorized User roster or list of Authorized User addresses for the purposes of solicitations or any other commercial purpose.

### **3. AUTHORIZED USER & GUEST PURCHASES**

- 3.1. *If applicable*, food and beverage charges, retail purchases, room rentals, equipment rentals, and other charges incurred by an Authorized User or Guest must be paid for at the time of purchase. No charging privileges or credit will be extended to any Authorized User or Guest.
- 3.2. Subject to the terms of Article VIII, all expenses, including costs and attorneys' fees, incurred by the Facility for checks returned by the Authorized User's bank or a Guest's bank shall be borne by the responsible Authorized User.

### **4. FACILITY EQUIPMENT**

- 4.1. No property or furniture of the Facility shall be removed from the area in which it is placed without the prior approval of the Manager.

- 4.2. No property of the Facility shall be loaned or removed from the Facilities without prior written permission from the Manager.
- 4.3. Authorized Users shall be responsible for damage to Facility property, resulting from misuse by the Authorized User(s) or their Guest(s). Subject to the terms of Article VIII, all repair or replacement costs may be charged to the responsible Authorized User.

## **5. UNAUTHORIZED ENTRY**

Maintenance and equipment buildings and other service areas are off limits to Authorized Users and Guests unless accompanied by an authorized staff member of the Facility.

## **6. POLICY REGARDING ALCOHOL CONSUMPTION**

- 6.1. The Facility's policy is to comply with the laws of the State of North Carolina, as they pertain to the purchase, service, and consumption of alcohol. This policy applies to Guests as well as to all Authorized Users.
- 6.2. No alcoholic beverage will be consumed on the premises by persons under the age of twenty-one (21). Identification may be requested of any person who appears to be under the limit.
- 6.3. Bringing food and drinks to the Facilities is permitted. If an event is catered at the Facilities and alcoholic beverages are provided, the caterer must be an approved caterer with a current Mixed Beverage Catering License.
- 6.4. It is the Facility's policy to support its staff in the implementation of this policy regarding alcohol consumption and service. It is the Facility's policy that each Authorized User must assume responsibility not only for himself or herself, but also for his or her Guests. Further, each Authorized User is encouraged to comply with the spirit of this policy by assisting in its implementation insofar as fellow Authorized Users are concerned.
- 6.5. Any disciplinary action taken against an Authorized User, which arises as a result of the implementation of the Facility's policy on alcohol consumption and service, shall be at the discretion of the Manager and subject to the terms of Article VIII.

## **7. TRAFFIC AND PARKING**

- 7.1. Vehicles shall be parked only in appropriate parking spaces and in strict observance of any traffic regulations that may be established by the Facility. Vehicles which are parked in reserved, restricted, or unmarked areas may be removed at the expense of the responsible Authorized User, subject to the terms of Article VIII.
- 7.2. Recreational vehicles ("RVs"), and mopeds, mini-bikes, all-terrain vehicles, and other motorized vehicles are not permitted on the Facility premises without the permission of the Manager. Motorcycles and bicycles shall be restricted to parking areas only and are subject to the same rules and regulations as other vehicles.

## **8. SOLICITATION**

- 8.1. No advertisement, solicitation, petition, or notice shall be posted on the Facility premises without prior approval of the Manager, provided however, this section shall not apply to the Developer/Declarant or Owner.
- 8.2. No business activity or solicitation of any kind shall be conducted at the Facilities without prior approval of the Manager, provided however, this section shall not apply to Owner.

## **9. PETS**

No dogs or other pets (with the exception of animals that are used for disability assistance or for other medically approved companionship) are allowed on the Facility premises, except under special circumstances with prior authorization of the Manager. An Authorized User is responsible for any damage or injury caused by an animal owned by, or brought upon the Facility premises, by such Authorized User, his or her Family or their Guests. Any animal which is brought onto the Facility premises shall be kept on a leash or otherwise under control at all times.

## **10. PROHIBITED ACTIVITIES**

The Facilities shall have the right and power to prohibit any games, sports, or other activities which it may, in its determination, consider to be harmful to the interests of the general Authorized User population and/or the Facility. Prohibited activities include, without limitation, skating, rollerblading, wheelie shoes and skateboarding.

## **11. PERSONAL PROPERTY**

Each Authorized User is responsible for his or her own personal property and that of his or her Guest(s). The Facility is not responsible for lost property or articles stolen from anywhere on the Facility premises and specifically disclaims any such responsibility. Personal property left by any person on the Facility premises and not claimed within thirty (30) days may be disposed of by the Facilities without notice. No bailment is intended, nor created, by the preceding sentence.

## **12. AUTHORIZED USERS**

- 12.1. An individual property Owner of Record, an Owner in a legal entity that is not a corporation, and an Owner of equity interest in a Corporation, (collectively, "Owner(s)") shall have the right to use the Facilities, upon registration, subject to the Facility Rules and Regulations, and shall be deemed an Authorized User.
- 12.2. Owners shall have the privilege of registering a "Qualifying Household Resident" as an Authorized User of the Facilities, subject to the Facility Rules and Regulations. A "Qualifying Household Resident" shall mean an Owner's spouse, companion, child or relative who is sixteen (16) years of age or older and is a full-time resident of the Brunswick Forest home in which the Property Owner resides. Proof of residency may be required for qualification.
- 12.3. Owners shall have the privilege of registering a "Family Member" as an Authorized User of the Facilities subject to the Facility Rules and Regulations, provided that they are accompanied by an adult Authorized User (18 years or older) who will assume responsibility for the Family Member's safety and behavior while at the Facilities, unless otherwise approved by the Manager. A "Family Member" shall mean the child of an Owner or an Owner's Qualifying

Household Resident who is less than sixteen (16) years of age, or who requires adult supervision because of a disability, and is a full-time resident of the Brunswick Forest home in which the Owner resides. Proof of residency and guardianship may be required for qualification.

- 12.4. Owners shall have the privilege of pre-registering a person acting “In Loco Parentis” as an Authorized User of the Facilities subject to these Rules and Regulations. “In Loco Parentis” shall mean a person 18 years of age or older who has been authorized by the parent(s) or legal guardian(s) to act in an “In Loco Parentis” role (which translates to “in the place of a parent”) for a Family Member who is less than 16 years of age or for a Qualifying Household Resident or Family Member who requires adult supervision because of a disability. The In Loco Parentis person may only use the Facilities if that person is accompanying the registered Qualifying Household Resident or Family Member whom is being supervised.
- 12.5. Owners shall have the privilege of registering an “Annual Tenant” as an Authorized User of the Facilities subject to these Rules and Regulations. The Owner Landlord must submit the appropriate registration and Transfer of Access Rights Form to the Facility office. “Annual Tenant” shall mean a temporary resident, 18 years or older, with whom an Owner that is an Authorized User has executed a written lease agreement for a term of one year or longer on a Brunswick Forest home. Upon satisfactory registration by the Owner Landlord, for the duration of the lease agreement the Annual Tenant shall have the same privileges as the Owner per these Rules and Regulations. The Owner and any Qualifying Household Residents and/or Family Members of that Owner shall not be entitled to use the Facilities, nor shall the Owner be entitled to request access for any other individual. A copy of the lease agreement must be submitted with registration and Access Card request.
- 12.6. Subject to the terms of Article VIII, the Manager reserves the right to cancel the privileges of any Owner, Qualifying Household Resident, Family Member, In Loco Parentis person, Annual Tenant or Guest for failing to abide by the terms and conditions of the Facility Rules and Regulations, as may be amended from time to time. **The Manager also reserves the right to limit the number of Owners, Qualifying Household Residents, Family Members, In Loco Parentis persons, Annual Tenants, Dependent Children or Grandchildren who may be registered to any one home site in Brunswick Forest.**
- 12.7. Facility staff members may not be asked to watch children.
- 12.8. Authorized Users shall be responsible for the conduct of all persons for whom access has been requested while those persons are at the Facilities.

### **13. AUTHORIZED USER ACCESS CARDS**

Access to the Facilities shall be provided by a magnetically coded card (“Access Card”). Access Cards must be displayed or be in the possession of any Authorized User for whom it has been issued at all times while using the Facilities. Prior to the activation of any Access Card, a General Release Waiver of Liability form shall be executed by the recipient.

- 13.1. An Access Card will be issued to the Owner of Record by the Facility. In the case of multiple owners, the Manager reserves the right, in its sole discretion, to limit the number of Owners which may be registered and the number of access cards which may be issued to those Owners.



- 13.2. In the case where the Owner of Record is a legal entity that is not a corporation, one individual shall be designated as the authorized Owner, and the authorized Owner may submit the appropriate registration and access card request form to the Facility to register an additional Owner. Satisfactory proof of ownership for each Owner must be provided to qualify registration. For any home site, the Manager reserves the right, in its sole discretion, to limit the number of Owners which may be registered and the number of Access Cards which may be issued to those additional Owners.
- 13.3. In the case where the Owner of Record is a corporation, one authorized officer of the corporation may submit the appropriate registration and Access Card request form to the Facility to register an additional owner of equity interest in the corporation. Satisfactory proof of ownership for each Owner must be provided to qualify registration. For any home site, the Manager reserves the right, in its sole discretion, to limit the number of owners which may be registered and the number of Access Cards which may be issued to those additional owners.
- 13.4. An Access Card may be issued for a Qualifying Household Resident (as defined in Section 12.2 above) who does not require adult supervision. For any home site, the Manager reserves the right, in its sole discretion, to limit the number of Qualifying Household Residents which may be registered and the number of Access Cards which may be issued to those Qualifying Household Residents.
- 13.5. A temporary Access Card may be issued for an individual acting “In Loco Parentis” (as defined in Section 12.4 above). The Owner must submit the appropriate registration and request form to the Facility. This temporary Access Card may not be used by the individual to whom it is issued unless that individual is accompanying the registered Family Member or Qualifying Household Resident who is being supervised. For any home site, the Manager reserves the right, in its sole discretion, to limit the number of temporary Access Cards which may be issued
- 13.6. An Access Card may be issued for an “Annual Tenant” (as defined in Article II, Section 12.5 above). The Owner Landlord must submit to the Facility the appropriate registration and Transfer of Access Rights to the Annual Tenant form to qualify an Annual Tenant. Any Access Card issued for an Annual Tenant will only be valid for the period of the lease agreement, and a copy of the lease agreement must be submitted along with any request. An application fee may be charged for each application processed. An Annual Tenant who has been issued an Access Card has the privilege of requesting additional Access Cards under the same criteria as the Owner per Article II, Section 12, and the privilege of limited Guest privileges per Article II, Section 14, collectively as stated within these rules and regulations. For the duration of the Annual Tenant’s lease, the Owner and any Qualifying Household Residents or Family Members of the Owner shall not be entitled to use of the Facilities, nor shall the Owner be entitled to request access for any other individual.
- 13.7. In the event of a lost or stolen Access Card, the Facility must be notified immediately in writing. In that event, the Facility will issue a new Access Card. Until notification of Access Card loss or theft is received in writing by the Facility, the Authorized User shall be responsible for any loss or damage as a result. For each new Access Card issued, a cost, as determined by the Facility, will be charged to the Owner or Annual Tenant and is due at the time the replacement is issued.

- 13.8. Each Authorized User shall receive such certificates, identification decals, and other insignia as the Manager may from time to time designate and shall display such insignia as required by the Facility.
- 13.9. It is the responsibility of the responsible Owner or Annual Tenant to notify the Facility office when an individual is no longer qualified for possession of an Access Card. Failure to do so shall be deemed a violation of these rules and regulations and, subject to the terms of Article VIII, may result in fines, the suspension of privileges and/or denial of the use of the Facilities. All unauthorized Access Cards must be returned to the Facility. Subject to the terms of Article VIII, the Owner or the Annual Tenant as the case may be, will be charged a fee for any unreturned Access Cards.
- 13.10. Owners shall be responsible for ensuring that any Qualified Household Resident, Family Member, "In Loco Parentis", Annual Tenant, Dependent Child, Grandchild or Guest reads and understands these rules and regulations. The above individuals shall be subject to these rules and regulations to the same extent as any Owner.

#### **14. GUEST PRIVILEGES**

- 14.1. Authorized Users shall have limited Guest privileges, subject to the provisions herein, the payment of any applicable Guest fees and charges, and subject to such additional rules and regulations as may be established from time to time by the Facility. **An Authorized User shall be responsible for the conduct of his or her Guests and his or her family's Guests at all times while the Guests are at the Facilities.** Subject to the terms of Article VIII, Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient in the discretion of the Manager. Guests must be accompanied by the sponsoring Authorized User at all times while using the Facilities. The Facility may limit the number of tennis matches a Guest may play at the designated Guest rate to no more than ten (10) matches per calendar year. As the Authorized User population levels increase, it is anticipated that Guests may be prohibited from using the Facilities during peak times, or other as may be determined by the Owner. A Waiver of Liability Form must be signed by every Guest for whom access is requested. If a Guest is less than 18 years of age, the parent or legal guardian of the Guest must sign the Waiver of Liability on behalf of the individual prior to access being granted. The Manager also reserves the right to limit the number of Guests sponsored by any one home site in Brunswick Forest.
- 14.2. At the beginning of each calendar year, an Owner shall have the privilege to pre-register a "Dependent Child" as a complimentary Guest of the Facilities, subject to these Rules and Regulations. Registrations shall expire at the end of each year on December 31<sup>st</sup> at midnight. "Dependent Child" shall mean a person who is a child of the Owner or the Owner's spouse or companion, is not a permanent resident at the Brunswick Forest home in which the Owner resides, is dependent on the Owner or the Owner's spouse or companion for his/her primary source of income, is less than 25 years of age, and is a full-time student if more than 18 years of age. A Dependent Child who is less than 16 years of age must be accompanied by an adult Authorized User (18 years or older) who will assume responsibility for the Dependent Child's safety and behavior while at the Facilities, unless otherwise approved by the management. Identification, verification of school enrollment and proof of guardianship may be required by the Manager for registration. Dependent children, who are not pre-registered during the specified registration period, as determined by the Facility, shall be required to have either a complimentary Guest Voucher or be subject to daily fees. The Manager, in its sole discretion, may limit the number of Dependent Children registered to any one home site.

- 14.3. At the beginning of each calendar year, an Owner shall have the privilege to pre-register a "Grandchild" as a complimentary Guest of the Facilities, subject to these Rules and Regulations. Registrations shall expire at the end of each year on December 31<sup>st</sup> at midnight. "Grandchild" shall mean a person who is less than 18 years of age, is the Grandchild of an Owner or the Owner's spouse or companion and is a temporary Guest at the home in which the Brunswick Forest Owner resides. Grandchildren must be accompanied by the sponsoring Authorized User at all times while using the Facilities. A Grandchild who is less than 16 years of age must be accompanied by an adult Authorized User (18 years or older) who will assume responsibility for the Grandchild's safety and behavior while at the Facilities, unless otherwise approved by the Manager. Identification or proof of guardianship may be required by the Manager for registration. Grandchildren, who are not pre-registered during the specified registration period, as determined by the Facility, shall be required to have either a complimentary Guest Voucher or be subject to daily fees. The Manager, in its sole discretion, may limit the number of Grandchildren registered to any one home site.
- 14.4. The Facility may issue a predetermined number of Guest Vouchers annually for each home site in Brunswick Forest. A Guest Voucher may be redeemed by an Authorized User (excluding Family Members and In Loco Parentis persons), for family and/or friends in accordance with the Guest Privileges policy stated herein. Each Guest Voucher will admit to the Facilities one person for one day. Guest Vouchers will have no monetary value and will be nontransferable. Any Guest Voucher that is not redeemed within the calendar year for which it is issued will be cancelled at midnight on December 31<sup>st</sup> of the issuance year. Once all Guest Vouchers have been redeemed during the issuance year, applicable daily Guest fees will apply for any additional Guests being sponsored. The Facility, in its sole discretion, reserves the right to determine the number of Guest Vouchers that may be issued annually or to eliminate in total the issuance of complimentary Guest Vouchers.
- 14.5. No Guest shall use the Facilities unless accompanied by the Authorized User of whom he or she is a Guest, except as otherwise provided herein or permitted by the Manager in its sole discretion. Guest fees and other charges incurred by the Guest must be paid for at the time of service or purchase. Guests shall have the privilege of using the Facilities only in accordance with the privileges provided to the sponsoring Authorized User.
- 14.6. Authorized Users wishing to bring more than five (5) guests on the same day must obtain prior approval of the Manager and pre-register with the Facility at least twenty-four (24) hours prior to use.

## **15. RESERVED EVENTS & ACTIVITIES**

- 15.1. The Facility may sponsor various recreational, social, cultural, and civic events (such as swim team practices and competitions, tennis tournaments, holiday events, etc.) to which all Authorized Users may be invited to participate either directly or as spectators (subject to the availability of space and/or suitability of participant's fitness level) at which time use of certain areas of the Facilities may be restricted. All such events will be publicized by the Facility.
- 15.2. Reservations are required for most Facility sponsored social events and are taken on a first call, first-served basis by pre-registering with the appropriate staff of the Facility. Cancellation of reservations after any published deadline for cancellation may result in the Authorized User being charged a fee as determined by the Facility.

- 15.3. The Manager may designate certain portions of the Facilities as space that can be reserved by qualified Authorized Users for a resident sponsored activity or a private event. No private event sponsored by an Authorized User shall restrict other Authorized Users from the use of more than 50% of the entire Facility unless the event is held after the Facility's normal business hours. Additionally, no private event sponsored by an Authorized User shall restrict other Authorized Users from the use of some portion of the outdoor pool unless the event is held after the Facility's normal business hours. This section shall not apply to the Declarant, the Owner of the Facilities or the Manager.
- 15.4. Events and activities may only be reserved by qualified Authorized Users who are 21 years of age or older. (Family Members and In Loco Parentis persons are not qualified).
- 15.5. Reservations and arrangements for events and activities shall be made in advance by the sponsoring Authorized User through the appropriate Facility staff members.
- 15.6. The Facility may establish additional guidelines for reserved areas regarding fees, notice, operations, additional services, and hours.
- 15.7. Entertainment groups, outside exhibitors, etc., must be pre-approved by the Manager.
- 15.8. Failure to cancel a reservation for any event or activity at least forty-eight (48) hours in advance may result in a cancellation fee in accordance with the posted cancellation policy and will subject the sponsoring Authorized User to the terms of Article VIII.

## **16. LIABILITY**

Authorized Users and Guests shall use the Facilities at their own risk and shall assume sole responsibility for their personal property and that of their Family and Guests. A Waiver of Liability Form must be signed by every individual for whom access is requested. If an individual is less than 18 years, the parent or legal guardian must sign the Waiver of Liability on behalf of the individual prior to access being granted. The Facility and its management, the Manager, the Owner, the Declarant, and their partners, owners, officers, employees, representatives, and agents shall not be held liable for personal injury to any Person, nor for loss or damage to personal property used or stored at the Facilities, whether in lockers or elsewhere. Each Authorized User shall be legally and financially responsible for his or her acts or omissions, as well as those of his or her Family and Guests. Each Authorized User and Guest shall indemnify and hold the Facility and its management, the Manager, the Owner, the Declarant and their partners, owners, officers, employees, representatives, and agents harmless from any loss, cost claim, injury, or damage incurred by the Authorized User, Family, or his or her Guests, or arising out of the conduct of the Authorized User, his or her Family or his or her Guests. All Authorized Users and Guests must complete the required Waiver of Liability prior to using the Facilities. Completion of additional orientation and evaluations may be required for certain areas of the Facilities. The Facility may also require a Medical Release for Authorized Users or Guests that may be at risk.

No storm warning systems are being utilized to protect individuals from lightning strikes or other dangerous weather conditions. Stay alert for changing weather patterns and take appropriate measures for your protection

## **17. ATTIRE**

It is expected that Authorized Users will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Facilities. It is also expected that Authorized Users will advise

their Guests of the dress requirements. The provisions regarding proper tennis attire are set forth in Article III, Section 4. The provisions regarding proper fitness attire are set forth in Article V, Section 2. The Facility reserves the right to add additional requirements regarding attire for certain events or certain areas of the Facilities in the future. From time to time, exceptions to the dress rules may be made, as published by the Facility.

### **18. INTERPRETATION/AMENDMENTS**

The Owner and their affiliates, successors or assigns, in their discretion at any time may establish additional Rules and Regulations and may modify or rescind existing Rules and Regulations set forth herein. Decisions made by the Owner or Manager regarding the interpretation and application of these Rules and Regulations shall be final and binding on all persons using the Facilities, as same may be amended from time to time, unless the context shall require otherwise.

### **19. FACILITY MANAGEMENT**

The Owner may designate a different management entity to serve as Manager of the Facility at any time, at the Owner's sole discretion. Where applicable, references to the "Facility" or "Facilities" shall mean the Owner or Manager or any other management entity appointed by Owner to manage and maintain the Facilities.

### **20. RESERVATION OF RIGHTS**

The Owner reserves the right to charge initiation fees to Authorized Users.

## **III.**

### **TENNIS and PICKLEBALL RULES**

#### **1. REGISTRATION**

All Authorized Users and Guests must register before playing. The Authorized Users are responsible for the payment of any Guest fees before play. The Facility may require that Guests complete a Guest registration card.

#### **2. RESERVATIONS**

- 2.1. Courts may be reserved by calling the reception desk or registering with the online website up to seven (7) days in advance. Names of all players are required for court reservations. Play during unreserved times shall be on a first-come, first-served basis, with the exception that those who have not previously played that day have priority over the Authorized Users who already have played. Courts are reserved for one-hour increments for singles play and one and one-half (1-1/2) hour increments for doubles. Under busy conditions, playing times may be limited and regulated to ensure fair distribution of court times.
- 2.2. Authorized Users sixteen (16) years of age and older may make reservations for courts in the same manner as adults.
- 2.3. Authorized Users may make reservations only in their own name. Reservations are limited to two (2) play periods per Family, per day, with a different member of the Family playing each

time. The Manager must approve any additional court times. No Person will be allowed to play more than two (2) consecutive play periods in any one day.

- 2.4. Inclement weather may require cancellation or adjustment to normal play. Call the reception desk for updated information.
- 2.5. Courts may be closed from time to time as necessary for maintenance.

### **3. TOURNAMENTS AND CLINICS**

- 3.1. The Facility reserves the right to make the courts available for an Authorized User tournament and promotional play, at which time use by non-participants may be restricted.
- 3.2. United States Tennis Association (the "USTA") matches and practice times, special Facility events, and instruction shall have priority over normal court use. The USTA teams, their matches and practice times, must be scheduled through the Manger.

### **4. ATTIRE**

Proper attire and regulation equipment are required at all times on the courts. Shirts must be worn at all times. Cutoffs, denim, jeans, bathing attire, or bare feet are not acceptable. Shoes designed for Hard Tennis courts must be worn at all times; no other type of shoe will be permitted.

### **5. CHILDREN**

Persons under eighteen (18) years of age who are not playing tennis or pickleball are not permitted in the court enclosures, and children are not permitted to play in the area of the courts.

### **6. TENNIS and PICKLEBALL ETIQUETTE**

Authorized Users are urged to familiarize themselves with the rules of tennis and pickleball etiquette. Authorized Users are responsible for the conduct of their Guests.

- 6.1. No Person shall enter or cross another court while a point is in play.
- 6.2. All Persons requesting the return of a ball from another court should ask only when play on the court has halted. Players should not retrieve a ball from another court themselves.
- 6.3. Loud or quarrelsome conduct or profanity is prohibited on the tennis courts. No obnoxious behavior will be permitted. Any staff member and the General Manager have the authority to enforce all rules and regulations, to supervise the general conduct of all Persons at the courts, to maintain order, and to reprimand, restrict, discipline and evict any individual not complying with the rules and regulations.
- 6.4. No Person shall distract or interfere with players while a match is in progress. Spectators are expected to behave courteously.

### **7. PROHIBITED ACTIVITIES**

- 7.1. No food or beverages, other than water and authorized sports drinks, are permitted on the courts. No glass containers are allowed on the courts.

- 7.2. Cigarette or cigar smoking, vaping or pipe smoking is prohibited on the courts and within the court enclosures.
- 7.3. Persons not playing should stay off the court surface.
- 7.4. Animals (with the exception of animals that are used for disability assistance or for other medically approved companionship), bicycles, wheelie shoes, and skateboards are prohibited.
- 7.5. No game other than tennis, pickleball or basketball may be played on the courts designated for such.
- 7.6. Courts should be vacated promptly after the reserved playing time is over.

#### IV.

#### **SWIMMING POOL RULES-Fitness and Wellness Center**

##### **1. REGISTRATION**

All Authorized Users must swipe in at the pool gates or reception area before entering the pool area based on Facility requirements. All Authorized Users must present their Access Cards to the pool attendant if requested. The Authorized User shall register his or her Guest(s) and shall be responsible for the payment of all applicable fees. Failure to register or to pay applicable Guest fees may result in loss of pool privileges for the Authorized User. The Facility may require that Guests complete a Guest registration card. The Owner and Manager may alter registration procedures in their sole determination due to government regulations.

##### **2. HOURS OF OPERATION**

- 2.1. Pool hours shall be established and published by the Manager and shall be subject to change depending on utilization of the pool facilities by the Authorized Users, weather conditions and other factors. All pool facilities require proper maintenance and are subject to closing without notice for routine maintenance, repairs or other reasons. There shall be absolutely no admission to the pool area and no swimming is allowed when the pools are closed.
- 2.2. The pools and surrounding pool area will be closed during inclement weather. All users are responsible for their own safety in the pools and pool area during hazardous weather conditions. No storm warning systems are being utilized to protect individuals from lightning strikes or other dangerous weather conditions. Stay alert for changing weather patterns and take appropriate measures for your protection. Under no circumstances shall the Facility, the Owner, the Association, the Manager, and their owners, partners, officers, employees, representatives or agents, be held liable for failing to warn users of hazardous weather conditions or the need to vacate the pool area.
- 2.3. The Facility reserves the right to set aside designated times during hours of normal pool operation for Facility sponsored special events or programs (such as swim team practices and competitions and water aerobics classes) in which all Authorized Users will be invited to participate either directly or as spectators (subject to availability of space and/or suitability of participant's fitness level) during which time use of a portion or all of the pool and/or

surrounding pool area by non-participating Authorized Users may be restricted. All such events will be publicized by the Facility. In the event that a private event sponsored by an Authorized User is held at or around the pool during normal pool operation hours, the event may not restrict other Authorized Users from the use of the outdoor pool or 50% of the indoor pool.

### **3. POOL RULES**

- 3.1. Persons who are unable to swim are not permitted in the swimming pool area unless accompanied by a parent, designated child care person or other person eighteen (18) years of age or older who agrees to assume responsibility for the child's safety and behavior, unless otherwise approved by the Manager.
- 3.2. Non-swimmers may use approved flotation devices, but must remain in the shallow end of the pool. No other flotation devices may be used in the main pool, unless approved by the Manager.
- 3.3. The Facility staff shall have the authority to enforce all Rules and Regulations and to supervise the general conduct of all persons in the pool area. Facility staff shall have full authority to maintain order, reprimand, discipline, restrict and evict any individual not complying with these Rules and Regulations.
- 3.4. Showers are required before entering the pools.
- 3.5. Radios, televisions and similar electronic devices may be listened to only through the use of personal headphones.
- 3.6. Snorkels, fins, masks, kick boards, weights and inflatable devices are not permitted in the pool unless permission is obtained from the Manager or their use is required for a class.
- 3.7. Bringing food and drinks to the Facilities is permitted. Glass bottles, drinking glasses, and sharp objects are not permitted in the pool area.
- 3.8. Animals (with the exception of animals that are used for disability assistance or for other medically approved companionship), bicycles, wheelie shoes, and skateboards are prohibited from being in or around the pool area and deck.
- 3.9. Running, wrestling, pushing, dunking, ball-playing and noisy or other hazardous activity will not be permitted in the pool areas, including the locker rooms.
- 3.10. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
- 3.11. If lifeguards are on duty at the pools, please do not talk to them unnecessarily; lifeguards should not be distracted.
- 3.12. Regardless of whether pool attendants and/or lifeguards are present, and regardless of whether pool use occurs during or outside of regular posted hours, all Persons using the pools or pool area shall be responsible for their own safety and shall be deemed to have assumed the risk of using the pools or pool area, and agree, by their presence in the pool area, that the Owner, Facility and its management, the Owner, the Brunswick Forest Master Association, Inc., and the Manager, and all of their partners, members, owners, officers, employees,



representatives, and agents shall not be held liable for any loss, injury, or death arising out of the use of the pools or pool area.

- 3.13. Cigarette or cigar smoking, vaping or pipe smoking is prohibited in the pool area.

#### **4. ILLNESS, MEDICAL CONDITIONS**

- 4.1. Persons are not permitted in the pools if they have a cold, fever, communicable disease or infection of any kind, skin rash, inflamed eye(s), or are wearing bandages.

#### **5. ATTIRE**

All persons must wear suitable bathing attire while swimming; no cutoffs, jeans or shorts will be permitted. Children who are still being toilet-trained are required to wear rubber pants or a commercial product similar to Huggies® “Little Swimmer Pants”.

#### **6. GUEST POOL PRIVILEGES**

- 6.1. Unaccompanied Guests of Authorized Users are not entitled to use the pool facilities.
- 6.2. Upon registration, Guests are responsible for payment of any applicable Guest fee. The Facility may require that Guests complete a Guest registration card. All charges incurred by Guests are required to be paid for at the time any applicable costs are incurred.
- 6.3. The Facility may limit the number of times a single Guest may use the pool facilities to no more than ten (10) times per calendar year as a Guest of any Authorized User.
- 6.4. Guest privileges may be limited during peak periods, or at any other time as determined in the sole discretion of the Facility.
- 6.5. All Guests must be accompanied by a sponsoring Authorized User.

### **V.**

#### **SWIMMING POOL RULES & USEFUL INFORMATION-Hammock Park**

- 1. HOURS of ACCESS for POOL Amenity Area.**
  - a. Hours will be posted as will be determined by the Manger.
- 2. Located in Shelmore at Brunswick Forest - 2162 Shelmore Way, Leland, NC 28451**
- 3. Access: Via Fob Access Card (\$5 per card available at the Fitness & Wellness Center)**
- 4. NO TRESPASSING; USE OF FACILITY FOR OWNER(S) & AUTHORIZED GUESTS ONLY**
- 5. GUESTS MUST BE ACCOMPANIED BY A RESIDENT**
- 6. NUMBER OF GUESTS MUST NOT INFRINGE ON OTHER RESIDENTS' RIGHTS OF ENJOYMENT**

7. PARTIES WITH OUTSIDE GUESTS ARE PROHIBITED
8. EXCLUSIVE USE WILL NOT BE GRANTED
9. ADULTS SHOULD NOT SWIM ALONE
10. CHILDREN SHOULD NOT USE THE SWIMMING POOL WITHOUT ADULT SUPERVISION
11. ALL BATHERS MUST SHOWER BEFORE ENTERING POOL/SPLASH PAD
12. APPROPRIATE SWIMWEAR REQUIRED (SWIM DIAPERS REQUIRED FOR NON-POTTY-TRAINED PERSONS)
13. PERSONS WITH COMMUNICABLE DISEASES ARE PROHIBITED FROM USING THE POOL
- 14. GATES MUST REMAIN CLOSED AT ALL TIMES; DO NOT PROP OPEN**
- 15. PLEASE LOWER UMBRELLAS AND STRAIGHTEN FURNITURE AFTER USE**
16. BRINGING FOOD, DRINK AND ADDITIONAL SEATING IS PERMITTED
17. ATTACHING BALLOONS, DECORATIONS, ETC. TO WALLS OR FENCES IS PROHIBITED
18. POOL TOYS SHOULD NOT RESTRICT OTHER SWIMMERS
19. PARKING IS LIMITED; PLEASE ONLY PARK ONE (1) CAR PER HOUSEHOLD
20. NO GLASS; NO SMOKING; NO PETS
21. NO FOOD, DRINK OR FURNITURE IN THE POOL
22. NO DIVING
23. NO LIFEGUARD ON DUTY - SWIM AT OWN RISK.
24. NO SKATEBOARDS, ROLLER BLADES, SKATES, BICYCLES, TRICYCLES, OR SCOOTERS IN POOL AREA
25. NO RUNNING, BOISTEROUS OR ROUGH PLAY
26. NO GRILLS, OR GUM IN POOL AREA
27. NO PERSON UNDER THE INFLUENCE OF ALCOHOL OR DRUGS SHOULD USE THE POOL
28. NO SWIMMING DURING A STORM - SEEK SHELTER
29. DO NOT USE POOL/SPLASH PAD IF DRAIN COVER(S) ARE BROKEN, MISSING, OR LOOSE
30. EACH PERSON WITHIN BRUNSWICK FOREST ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY. OWNERS AND MANAGEMENT NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES.
31. IF BFMA DUES ARE NOT CURRENT, AMENITY ACCESS MAY BE RESTRICTED
32. PROPERTY DAMAGE PROHIBITED - VANDALS WILL BE PROSECUTED
33. REPORT MAINTENANCE NEEDS TO CAMS, (910) 256-2021

## **VI.**

### **FITNESS ROOMS-FITNESS and WELLNESS CENTER & HAMMOCK PARK - GENERAL RULES**

## **1. FITNESS ROOMS**

- 1.1. Authorized Users under the age of eighteen (18) are not permitted to use fitness equipment unless accompanied by an adult.
- 1.2. Proper fitness attire is required at all times.
- 1.3. Gym shoes and shirts are required for all persons using the Fitness Rooms.
- 1.4. No denim or cut-off shorts are permitted for persons using the Fitness Rooms.
- 1.5. Fitness Room hours will be posted at the Facility Reception desk.
- 1.6. All equipment safety procedures must be adhered to at all times.
- 1.7. Under busy conditions, usage may be limited and regulated to ensure availability and fair distribution.
- 1.8. The Facility may establish additional guidelines and policies for the use of the Fitness Areas as it deems necessary.

## **2. LOCKER ROOMS (Where applicable)**

- 2.1. Only Authorized Users are permitted in the locker rooms. Minors under the age of eighteen (18) may be admitted only if accompanied by a parent, guardian, or adult Authorized User.
- 2.2. Lockers are available for daily usage only.
- 2.3. All clothing must be kept in lockers or other designated areas. No items are allowed on top of lockers.
- 2.4. The use of cellular telephones and cameras is not permitted in the locker rooms.

## **VII.**

### **FOOD AND BEVERAGE – GENERAL RULES**

#### **1. SERVICE HOURS**

If applicable, the hours of any food and beverage service shall be determined by the Owner and Manager.

#### **2. BANQUETS AND SPECIAL FUNCTIONS**

- 2.1. Reservations are required and events and activities must be pre-registered with the appropriate staff of the Facility by an Authorized User. Please refer to Article II, Section 15 for Facility guidelines on reserved events and activities.
- 2.2. The Facility may establish fees for the use of the pool area(s) for events and activities.

## VIII.

### COMMUNITY COMMONS & HAMMOCK PARK MEETING ROOMS-GENERAL RULES

#### 1. MEETING ROOMS & OUTDOOR FACILITIES

- 1.1. Reservations are required and events and activities must be pre-registered with the appropriate staff of the Facility by an Authorized User. Please refer to Article II, Section 15 for Facility guidelines on reserved events and activities.
- 1.2. The Facility may establish fees for use of the Meeting Rooms and the Outdoor Facilities.
- 1.3. The Facility may establish additional guidelines and policies for the use of the Meeting Rooms and the Outdoor Facilities as it deems necessary.
- 1.4. The Facility may, in its sole discretion, limit the number of reservations allowed for the Meeting Rooms and the Outdoor Facilities.
- 1.5. No storm warning systems are being utilized to protect individuals from lightning strikes or other dangerous weather conditions. Stay alert for changing weather patterns and take appropriate measures for your protection.

## IX.

### INFRACTIONS AND DISCIPLINE

#### 1. AUTHORITY

The Owner has assigned or will assign certain rights to the Manager in connection with enforcement of the Facility Rules and Regulations and imposition of sanctions for violations of the same. The assigned rights include the right to impose reasonable monetary fines and/or to suspend any person's right to use the Facilities, subject to the terms of the Assignment and the North Carolina Planned Community Act. Notwithstanding anything to the contrary herein or in the Assignment, the Owner has reserved the rights to rescind the Assignment and/or veto any sanction imposed or contemplated to be imposed by Manager which the Owner at any time reasonably determines to be adverse to the interest of the Owner or the Association or its members.

#### 2. VIOLATIONS

Subject to the procedures described in Article VIII, Section 5 below, the Manager may reprimand, fine or suspend any Authorized User for committing any violation of these Rules and Regulations, for conduct unbecoming an Authorized User (including, but not limited to sexual harassment of another Authorized User or a staff member of the Facility), for any offense against the best interests of the Facility, including having a past or delinquent account, or for other good and sufficient cause as determined by the Manager in its sole discretion.

#### 3. REPRIMANDS AND FINES

Penalties including written reprimands and/or fines may be levied against any Authorized User for violation of any provision of the Rules and Regulations.

#### **4. SUSPENSION**

An Authorized User who has been suspended pursuant to the Rules and Regulations shall be required to pay any regular fees that would be payable but-for the suspension. No portion of any fee previously paid by a suspended Authorized User shall be refunded or prorated. During the period of suspension, neither the Authorized User, Family, Qualifying Household Residents, Annual Tenants, Dependent Children, Grandchildren nor In Loco Parentis persons shall have rights or privileges to use the Facilities. A suspension may be lifted at such time as the Facility obtains assurance any violations will not be repeated.

GROUNDS FOR SUSPENSION Privileges may be suspended and the rights of any Person or Persons having the privilege to use the Facilities may be suspended for any of the following reasons:

- 4.1. Any offense against the best interests of the Facility
- 4.2. For other good and sufficient cause as determined by the Facility in its sole discretion
- 4.3. Refusal to pay fees incurred by the Authorized User or his or her Guest
- 4.4. Physical or verbal abuse of staff, Authorized User, Family Members or Guests
- 4.5. Disorderly conduct or conduct unbecoming an Authorized User on the premises of the Facilities
- 4.6. Violation of these Rules and Regulations
- 4.7. Commission of any felony or misdemeanor theft at the Facilities
- 4.8. Willful destruction of the Facility's or a staff's or Authorized User's, property
- 4.9. Continued and repeated violations of these Rules and Regulations

#### **5. PROCEDURE FOR INFRACTIONS, DISCIPLINE, SUSPENSION AND REVOCATION**

The Manager shall comply with the following procedures prior to imposition of sanctions:

5.1 Notice. The Owner or Manager or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fifteen (15) days within which the alleged violator may present a written request for a hearing to the Manager; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice (including the collection of court costs and reasonable attorneys' fees) unless a challenge is begun within fifteen (15) days of the notice. A copy of the notice will be placed in the Authorized User's file. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed without the necessity of a hearing; provided the Owner or Manager may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

5.2 Hearing. If a hearing is requested within the allotted 15-day period, the hearing shall be held before the Owner or Manager. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Owner, Manager or its officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

If it is decided at the hearing that a fine should be imposed, a fine not to exceed One Hundred Dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five (5) days after the decision that the violation occurs. Such fines shall be assessments secured by liens under Article 8 of the Master Declaration of Covenants, Conditions and Restrictions for Brunswick Forest Residential Property (the "Declaration"). If it is decided that a suspension of a person's right to use the Facilities should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

5.3 Additional Enforcement Rights of the Association. Notwithstanding anything to the contrary in this Article, the Association (but not the Manager) may, to the extent permitted by law, elect to enforce any provision of these Rules and Regulations by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. The enforcement rights of the Association set out in Section 5.3 herein are in addition to and not in limitation or in lieu of any enforcement rights or remedies set out in the Declaration.

**THE FOREGOING BRUNSWICK FOREST FITNESS AND WELLNESS CENTER, COMMUNITY COMMONS AND HAMMOCK PARK RULES AND REGULATIONS HAVE BEEN ADOPTED BY BRUNSWICK FOREST MASTER ASSOCIATION, INC. this the 28th day of May 2020.**

BRUNSWICK FOREST MASTER ASSOCIATION, INC.

By: Rosemary Russell

Name: ROSEMARY RUSSELL

Its: President