

Safety is a primary concern which requires the attention of all Members. It is their responsibility to insure that they and their guests follow the Club Rules and exercise common sense regarding safety. Certain activities at the Club, such as swimming, are inherently dangerous and afford risks to participants. In order to minimize the risk of accidents and to afford safety to the Members and their guests, all Members, their families and their guests must abide by these Club Rules. Ultimate responsibility for compliance with Club Rules lies with the Member. Failure to comply may bring action up to and including revocation of Club Membership.

1. GENERAL RULES.

- 1.1. MEMBERS, FAMILY MEMBERS AND THEIR GUESTS USE THE CLUB FACILITIES AT THEIR OWN RISK.
- 1.2. Members, family members and their guests must abide by all rules established by the Operator as they may be amended from time to time and Members are responsible for ensuring that their family members and guests comply with all rules of the Club.
- 1.3. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be served or sold, or permitted to be consumed, on Club Facilities during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of Texas, or any applicable federal, state or local ordinance or regulation.
- 1.4. Proper attire, decorum and consideration of the comfort of others must be observed at all times.
- 1.5. Members, family members and their guests may not supervise, give direction to, reprimand or abuse any of the Club's employees, verbally or otherwise. Verbal or physical abuse or harassment of employees is not tolerated. All employees of the Club are under the supervision of the Operator and no Member, family member or guest shall reprimand or discipline any employee, request any employee to perform personal tasks while on duty at the Club, send any employee off the Club Facilities for any reason or request the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members. Any employee not rendering courteous and prompt service should be reported to the Operator immediately. All such reports will be given prompt attention.
- 1.6. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in the parking lot(s). Parking on grass areas, at the front entrance or in delivery areas or in any way which blocks the normal flow of traffic is not permitted. "No Parking" signs and reserved parking designations must be observed. Violators may be towed at the vehicle owner's expense.
- 1.7. Advertisements in any form and solicitations of any kind are prohibited on the Club Facilities and shall not be posted or circulated on the Club Facilities without the prior written approval of the Operator.
- 1.8. There shall be no solicitation in the name of, or on behalf of, Cypress Club nor shall the name or logo of Cypress Club be used for any purpose, without the prior written approval of the Operator.
- 1.9. Smoking at the Cypress Club Lodge is only permitted in designated smoking area near the fire pit. Smoking is NOT permitted in any area of the Swim Park.
- 1.10. To facilitate the proper management of the Club Facilities, all complaints, criticisms or suggestions relating to the operations of the Club Facilities must be in writing, signed by the Member and addressed to the Operator.
- 1.11. No performance by entertainers is permitted on the Club Facilities unless approved by the Operator.
- 1.12. Use of all or any portion of the Club Facilities may be restricted or reserved by the Operator and not available for use by Members from time to time by the Operator.
- 1.13. The Operator reserves the right to modify the privileges of Club Membership in the Club, including but not limited to, establishing rules governing access and sign-up privileges for Club Facilities.

- 1.14. Personnel of the Club will have full authority to enforce these Club Rules and any infractions will be reported to the Operator.
- 1.15. The Operator reserves the right to amend these Club Rules as it deems appropriate from time to time. All amendments to these Club Rules shall be effective when posted on the bulletin board at the Club or mailed or emailed to the Members.
- 1.16. The Operator may adopt additional rules regarding guest privileges and may limit, deny or revoke, in the Operator's sole discretion, guest privileges of any Member and limit the number of times any particular individual guest may use the Club Facilities during a specific period of time.
- 1.17. Except for guide dogs, no animal will be allowed in the Club at any time, including the Equestrian Facilities, unless otherwise authorized by the Club Operator.
- 1.18. Each Member will be given a minimum of two (2) Club Membership cards for use by the Member and his or her family members. Additional cards may be purchased for \$20.00 per card. Lost or stolen cards may be replaced by paying a replacement fee to the Operator of \$20.00 per card.
- 1.19. **WITH RESPECT TO ACTIVITIES AT THE EQUESTRIAN CENTER: OPERATOR, UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

2. **HOURS OF OPERATION.** Hours for the Club Facilities will be established by the Operator and posted at the Cypress Club Lodge and on the Cypress Club membership web site. The Operator reserves the right to use the Club Facilities for special functions. Certain Club Facilities will be closed from time to time for maintenance, repairs and other purposes deemed appropriate by the Operator.

3. LOSS OR DESTRUCTION OF PROPERTY

- 3.1. Each Member, as a condition of Club Membership, and each family member and guest as a condition of invitation to use the Club Facilities, assumes sole responsibility for his/her property. The Operator is not responsible for any loss or damage to any private property used or stored at the Club Facilities.
- 3.2. The Club shall not be responsible for any articles of personal property left at a Club Facility by a Member. Any personal property that has been left in or on the Club Facilities and remains unclaimed for fourteen (14) days or more may be sold by the Operator, with or without notice, at a public or private sale, or may be otherwise disposed of in any manner deemed appropriate by the Operator, and the proceeds, if any, shall belong to the Operator.
- 3.3. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without prior approval of the Operator. Each Member at the Club is responsible for any property damage and/or personal injury occurring at the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Operator, caused by the Member, family members and guests. The cost of repairing or replacing any such equipment, furnishings or property of the Club shall be charged to the Member's Club account.

4. CHILDREN & PETS

- 4.1. The Operator may post policies at the entrance to a particular Club Facility prohibiting use of such Facility by persons under a specified age, or restricting use of such Facility by children under a specified age unless accompanied and supervised by an adult. These policies must be observed at all times.
- 4.2. Any person who brings a child onto the Club Facilities is responsible for such child's conduct and safety while on the Club Facilities. Parents are responsible for and must control their children with due regard to the wishes and comfort of other Members.

- 4.3. Children under eighteen years of age are not permitted on the Club Facilities after 10:00 p.m. without the prior approval of the Operator unless accompanied by an adult.
- 4.4. Children under the lawful drinking age are not permitted in any bar or lounge unless accompanied and supervised by an adult. **NO CHILDREN AT SWIM BAR.**
- 4.5. Members may bring DOGS (no other pets) to the Cypress Club Lodge, provided the dog(s) is on a leash and is properly supervised at all times by the Member. The Member is solely responsible for cleaning up after his or her dog and for properly disposing of any waste. **NO DOGS OR PETS OF ANY KIND ARE ALLOWED AT THE SWIM PARK.**

5. ATTIRE

- 5.1. The Operator may establish dress requirements depending on the time of day and the particular facility being used.
- 5.2. Members shall dress in a fashion befitting the surroundings and atmosphere of the Club and in a manner consistent with the specific dress policies and rules established by the Operator for particular areas and activities. Members are responsible for advising their guests of the dress requirements.
- 5.3. **FOR HEALTH REASONS, SHIRTS AND/OR COVERUPS AND FOOTWEAR MUST BE WORN AT THE CYPRESS CLUB LODGE AT ALL TIMES.**
- 5.4. Large and/or offensive tattoos must be covered with appropriate clothing at all times while the Member and his or her Guest are at the Club Facilities. The Operator shall determine, in its sole discretion, whether a tattoo is offensive and reserves the right to ask the Member or Guest to leave the Club Facilities.
- 5.5. The dress standards of the Club may be changed or waived by Club management from time to time for special activities and functions.

6. GUESTS

- 6.1. Members are responsible for their guests in matters of finance, safety and general conduct.
- 6.2. The Operator reserves the right to restrict the number of guests that a Member may have using the Club Facilities at any one time.
- 6.3. Members must accompany guests at all times unless prior authorization is obtained by the Operator.
- 6.4. Members will receive twenty (20) free guest day passes per year. Additional guest passes can be purchased from the Operator for \$10.00 per pass.
- 6.5. Members cannot give access cards to their guests. Any guests not accompanied by a Member will be denied access and will be asked to leave the facility.

7. DISCIPLINARY ACTION

- 7.1. Club Membership and/or use privileges of any Member, family member or guest may be suspended or terminated by the Operator or such other disciplinary action may be taken which is deemed appropriate by the Operator, including, but not limited to, the institution of a fine, if, in the sole judgment of the Operator, the Member, family member or guest:
 - 7.1.1. permits the unauthorized use of a Member's Club Membership or account;
 - 7.1.2. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of the Club or its Members;
 - 7.1.3. fails to pay Club Dues or any other amount owed to the Club in a proper and timely manner or habitually fails to pay the Club fees or any other amount owed to the Club in a timely manner;
 - 7.1.4. fails to abide by these Club Rules established for use of the Club Facilities, as may be amended from time to time;
 - 7.1.5. treats the personnel or employees of the Club in an unreasonable or abusive manner;
 - 7.1.6. fails to accompany a guest when required by the Operator;
 - 7.1.7. is convicted of a felony or any misdemeanor involving moral turpitude; or

- 7.1.8. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its Members.

7.2. The Operator may at any time restrict, suspend or terminate, for cause or causes described in this section, the privilege of any Member, family member or guest to use any or all of the Club Facilities provided at the Club. No such Member shall on account of any such restriction or suspension be entitled to a refund of any Club Membership deposit, Club Dues, fees or any other charges. During the restriction or suspension, Club fees shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

7.3. Any Member who has had Club Membership and/use privileges terminated for any reason other than the failure to meet eligibility requirements for Club Membership or use privileges shall not again be eligible for Club Membership or use privileges at Club or permitted to use the Club Facilities as a guest or in any other manner.

8. SWIM PARK RULES

- 8.1. Regular operating hours for the Swim Park will be posted by the Operator and may be changed from time to time.
- 8.2. All users must register upon entering the Swim Park area. Members must also register their guests.
- 8.3. Use of the Swim Park facilities is available only during those times when the Swim Park is open. Anyone entering the Swim Park area after closing will be trespassing and subject to arrest.
- 8.4. Use of the Swim Park facilities shall be at the swimmer's own risk at all times. A pool attendant may be present at the Swim Park, but Members understand and acknowledge that the pool attendant is not trained as a lifeguard.
- 8.5. The Club staff has full authority to enforce all swimming rules and any infractions will be reported to the Operator. Persons who violate the Swim Park rules or engage in inappropriate conduct in the Swim Park area will be asked to leave the Swim Park area.
- 8.6. The Operator is not responsible for any accidents resulting from the use of the Swim Park or for the loss or theft of bathing suits, articles of clothing or other personal possessions.
- 8.7. No diving, somersaults, back dives or similar maneuvers are permitted in any area of the Swim Park.
- 8.8. Children under twelve (12) years of age are permitted in the Swim Park only if accompanied and supervised by an adult over eighteen years of age.
- 8.9. Glass objects, drinking glasses, sharp objects and coolers are not permitted in the Swim Park.
- 8.10. Pets, skateboards, water guns and bicycles are not permitted in the Swim Park area.
- 8.11. **SMOKING IS PROHIBITED IN THE SWIM PARK.**
- 8.12. All food and beverages, including alcoholic beverages, must be consumed only in designated sections of the Swim Park area.
- 8.13. All persons using the Swim Park are urged to cooperate in keeping the area clean by properly disposing of towels and all litter.
- 8.14. All accidents, no matter how minor, must be reported to the Club staff immediately.
- 8.15. Proper swimwear must be worn at all times.
- 8.16. Sealed swimming diapers are required to be worn by children who are not toilet trained.
- 8.17. Reservations of portions of the Swim Park for parties or events are allowed only with prior written authorization by the Operator and will be subject to an additional fee and a separate agreement with the Operator.
- 8.18. Swim Park passes for caregivers of children of Members are available for \$50 per year. Caregivers can only access the Swim Park if accompanied by a child of a Member. Caregiver passes are not transferable from one caregiver to another.
- 8.19. Towel service will be available during peak months/days only. Operator reserves the right to charge for this service at any time. Unreturned towels are subject to a fee of \$25.00 / towel, which will be charged automatically to the Member's account.

9. **Fishing Pond Rules.**

- 9.1. Pond use is only for Members and their guests.
- 9.2. Pond Hours (subject to change at Operator's sole discretion): 8:00 a.m. to 8:00 p.m.
- 9.3. Use the Pond at own risk.
- 9.4. No swimming or diving in the pond.
- 9.5. No glass containers.
- 9.6. No alcohol.
- 9.7. Members must clean up after pet(s). Dispose of pet waste in one of the pet stations.
- 9.8. Members are responsible for tidying up after use, including clean up of all trash, bait, fishing gear, etc.
- 9.9. No boats or canoes allowed.
- 9.10. Catch & release fishing only.
- 9.11. Path is for walking, running or biking only. No golf carts, all-terrain vehicles, motorcycles or horses allowed.
- 9.12. NO FIRES OR OPEN FLAMES.
- 9.13. Stay within park area.
- 9.14. Children under the age of 12 must be accompanied by an adult.
- 9.15. Loud noise or abusive language is prohibited.

10. **Golf Cart Operation Policy.**

The Operator has adopted and has incorporated into its Club Rules that certain Golf Cart Operation Policy, as may be amended from time to time, a copy of which can be found on the Operator's web site at www.cypressclubmembership.com. Members may also obtain a copy of the Golf Cart Operation Policy by contacting Jenna Heilman at 512-402-1400 or jenna@haljonesdev.com.

11. **Gates and Control Entry Devices.**

The Operator has adopted and has incorporated into its Club Rules those certain Rules Regarding Control Devices, as may be amended from time to time, a copy of which can be found on the Operator's web site at www.cypressclubmembership.com. Members may also obtain a copy of the Rules Regarding Control Devices by contacting Jenna Heilman at 512-402-1400 or jenna@haljonesdev.com.