



COMMUNITY ASSOCIATION, INC.

An Arizona nonprofit corporation



RULES AND REGULATIONS

March 2018

Welcome!

Dear New Member:

We would like to personally express our sincere delight that you have purchased a home in Sun City Grand. With your input and interest in the amenities, we can make this an adult lifestyle experience you can enjoy for years to come.

It is the intent of the Association to provide the safest possible recreation and social programs for its members and guests, and we ask that you conduct yourself in a safe and healthful manner. All participation in recreation programs is based on the premise that participation is purely voluntary. Since participation in virtually all recreation and craft activities involves the assumption of some personal or physical risk, program participation by a member or guest constitutes acknowledgment, assumption and acceptance of that risk.

This pamphlet contains some of the rules and regulations that will help you understand the Sun City Grand Community. It is not meant to be all-inclusive, but merely to provide a convenient reference for topics most commonly questioned.

Please seek assistance if you deem a situation not to be fully safe for use. Also, prior to use of the fitness center, it is recommended that you consult your physician/health care professional regarding the type, frequency, duration and intensity of exercise that is appropriate for you.

Thank you for your cooperation. If you have any questions, or require further information, please don't hesitate to call our administrative offices at (623) 546-7444 or (623) 546-7468.

Sincerely,

Board of Directors

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I. Introduction

The Rules and Regulations of Sun City Grand Community Association, Inc., an Arizona nonprofit corporation (the "Association"), are established by the Board of Directors of the Association under the authority described in the Governing Documents for Sun City Grand, including, but not limited to, the Articles of Incorporation, By-Laws ("By-Laws") and Declaration of Covenants, Conditions and Restrictions ("Declaration"), and the same may be amended and supplemented from time to time. Unless the context otherwise requires, all capitalized terms used, but not otherwise defined, in these Rules and Regulations shall have the meanings ascribed to them in the Declaration. The term "occupant" as used herein means a person who stays overnight in a particular dwelling unit for at least 90 days in the subject 12-month period.

These Rules and Regulations are designed to assist the Association in serving the best interests of the greatest number of members and occupants while protecting the property value of the Association. These Rules and Regulations are established to preserve the golf courses and recreational facilities within the common areas (hereinafter collectively referred to as "Association Facilities") of Sun City Grand (the "Community") for the well-being, convenience and enjoyment of the members, occupants and their guests.

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

The Community is special in that it is intended to provide housing primarily for persons 55 years of age or older. The use of the Association Facilities is primarily for the enjoyment of the members of the Association and occupants of the Community. Guests or visitors are accommodated only when such accommodation does not infringe upon the convenience or right of enjoyment of the members and occupants. Further, while every effort is made to provide comfortable use of the Association Facilities by all members, occupants and guests, the Association Facilities (with the exception of all golf courses, Coco's, Angela's at Grand, The Grand Café and the Cimarron Day Spa) are not intended to serve the general public. While the Association will attempt to accommodate members and occupants with special needs, the Association reserves the right to charge fees to those members and occupants for special accommodation requests.

The purpose of this document is to compile policies and rules governing access to and use of the Association Facilities, as determined by the Board of Directors, in a convenient reference guide; however, rights and obligations with respect to the Association Facilities are ultimately controlled by the Declarations and By-Laws, and in the event of a conflict between any provision hereof and any provision of such other Governing Documents, such other Governing Documents shall control. These Rules and Regulations may be expanded, amended or repealed by the Board of Directors of the Association.

II. Authority

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

The Declaration sets forth the right of the Association to charge reasonable admission and other fees for the use of any Association Facility. The Declaration also authorizes the Board of Directors to permit use of portions of the common area by third parties for purposes deemed, in the discretion of the Board of Directors, to benefit the Community; pursuant to such authority, and in order to generate income to provide enhanced amenities, offset maintenance expenses and allow discounted resident use fees, the Desert Springs Golf Course, Granite Falls Golf Course, Cimarron Golf Course, Coco's, Angela's at Grand, The Grand Cafe, and the Cimarron Day Spa are open to the public until the Board resolves otherwise.

The Declaration also provides that the Board of Directors may impose sanctions for violation of these Rules and Regulations (after notice and hearing, if required by the Declaration and/or By-Laws), including without limitation the following:

1. Suspension of the voting rights of a member.
2. Imposition of reasonable monetary fines.
3. Suspension of a person's right to use any of the Association Facilities.
4. Suspension of services to a member or to a lot.
5. Levying benefited assessments against an owner's lot to cover expenses incurred pursuant to section 9.7(B) of the Declaration.
6. Compliance Enforcement Procedures & Fine Policy.

III. Membership

Each owner of a lot shall be a member of the Association, provided, there shall be only one membership per lot. If a lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to the provisions of the Governing Documents. Members are expected to strictly adhere to the following Code of Conduct:

Member Code of Conduct

1. Members must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other members, occupants or guests.
2. Members are responsible for the conduct of their occupants and guests. Occupants and guests will be held to the same standard of conduct as set forth herein for members.
3. Members will refrain from loud, profane, indecent or abusive language.
4. Members will not harass or accost any other member, occupant, guest, Association employee, director, officer or committee person.
5. Members will not compromise the safety of others by their actions.
6. Physical or verbal abuse directed at other members, occupants, guests, Association employees, directors, officers or committee persons will not be tolerated.
7. Members will be held responsible for any damage to Association property caused by the member and/or member occupants or guests.
8. Members shall not reprimand or discipline any Association employee; comments and complaints are to be directed to the Association General Manager. The General Manager may require that the complaint be submitted in writing before taking action on the complaint.
9. Members shall not interfere with the management of the Association; comments and complaints are to be directed to the Association General Manager. The General Manager may require that the complaint be submitted in writing before taking action on the complaint.
10. Members shall obey all safety rules and shall cease and desist all unsafe activity.
11. Members are prohibited from profiting financially from their membership by charging occupants or guests for use of the Association Facilities. The Association and/or Chartered Clubs may, from time to time, enter into contracts with members to provide products or services for an approved fee.
12. Proper dress is required in all Association Facilities in accordance with the following basic guidelines:
 - a. Upper body garments must be worn in all activities, except males using aquatic facilities.
 - b. Bathing suits are required in all aquatic facilities. No cut-offs are allowed.
 - c. Appropriate athletic apparel is required in athletic sport areas, which includes specific footwear and/or clothing.
13. Any member who conducts him/herself in an unbecoming manner or who breaks an Association Rule or Regulation is subject to disciplinary action (see Article II).

IV. Activity Cards and Rules

A. Activity Cards:

Only holders of valid activity cards and guest receipts issued for one day are entitled to use the Association Facilities. Unauthorized use of activity cards or use of false information in obtaining activity cards may result in suspension of membership privileges or other appropriate sanctions. An activity card is valid only for the person to whom it is issued, and cannot be loaned, transferred or assigned. All activity cards will contain the cardholder's photograph, and must be presented when checking in at the Golf Pro Shops, using the Fitness Centers, and when participating in a chartered club activity.

Issuance: Resident activity cards are issued at the Association administrative office provided the lot continues to be occupied by a qualified occupant(s) and all applicable assessments and other charges pertaining to the lot have been paid to the Association. One resident activity card shall be issued without charge to each qualified occupant of a lot, to a maximum of two activity cards per lot (written verification of eligibility and occupancy may be requested). No activity cards shall be issued for any lot, until the lot is occupied by an age qualified occupant. If more than two qualified occupants occupy a dwelling unit, the owner of the dwelling unit must designate in writing the two qualified occupants to whom resident activity cards are to be issued pursuant to this Subsection 1.

1. Additional Cards: If more than two qualified occupants occupy a dwelling unit, an additional resident activity card(s) for each additional qualified occupant(s) may be purchased for one half of the current annual assessment, except that there can be no more than two occupants per bedroom. An additional card will be valid for one year from the date of purchase.
2. Transfer Card/Transfer Fee: Once there have been two activity cards issued for the dwelling unit, any change in activity cardholders will be classified as a Transfer Card, and a non-refundable Transfer Fee will be charged. (See current Membership Price List.) The only exception would be if the previous cardholder is deceased, in which case a copy of the death certificate must be provided.
3. Non-Owner Activity Cards: Non-owner activity cards may be issued to qualified occupants. Occupancy is defined in Sun City Grand's CC&R's as staying overnight in the home 90 days or more in the subject 12-month period.

Applicants shall provide proof of residency by one of the following methods:

- Valid Arizona Drivers License showing address of SCG residence.
- Valid Arizona ID card issued by MVD showing address of SCG residence.
- Utility bill in applicant's name showing address of SCG residence.

An applicant may be issued the activity card subject to proof of SCG residency being provided within 30 days. Failure to provide proof within 30 days will result in the card being suspended.

4. Guest Visits: If a resident activity cardholder wishes to have a guest visit Association Facilities:
 - The resident host must accompany the guest and present his/her activity card
 - The guest fee must be paid
 - The guest receives a guest receipt for the day
 - The guest will pay resident rates for any activity subject to an additional fee, with the exception of golf, for which guests pay the “resident guest” green fee
 - Selling or giving away a guest receipt is prohibited
 - Abuse of guest privileges can ultimately result in revocation of the owner’s activity privileges.

5. Definition of a Guest: A guest is a non-resident of Sun City Grand accompanied by a Sun City Grand resident with a valid activity card.

Anyone occupying a home for more than thirty (30) days and desiring use of Association Facilities is no longer considered a “guest” and must purchase an activity card at a cost of one-half of the current annual assessment in order to continue using the amenities. (See IV.A.1. above.)

B. Renter Activity Cards:

1. Issuance: Immediate written notice of any transfer of occupancy must be given to the Association. The owner must provide, in writing, the names of the renters, the length of the lease (minimum 30 days), and proof of date of birth of the renters. The right of the lessee(s) to receive the renter activity card(s) allocable to the subject lot depends on each lessee status as a qualified occupant and is subject to the following:
 - a. One lessee occupant must be age 45 or over and must obtain the first renter activity card.
 - b. No children under the age of 19 may occupy a home with a lessee.
 - c. The owner (lessor) must be current and in good standing with the Association.
 - d. The right of the lessor to use Association Facilities must not have been suspended by the Board pursuant to Section 4.2.C of the CC&R’s.
 - e. A lessee is not required to obtain a renter activity card however, without such card, a lessee has no privileges to use Sun City Grand amenities.
 - f. An activity fee will be charged for each renter activity card up to two renter cards per lot. The renter activity card will expire upon termination of the lease, or one year, whichever occurs first.
 - g. Renter activity cardholders enjoy certain privileges associated with membership, but are not members of the Association, do not have the right to vote in Association affairs, or be counted in determining a quorum at any

meeting of the Association, and are not entitled to be listed on the membership register. Ballots, assessments, notices and any other items required by the governing documents to be given to owners or members will be given to the owner of record and are not required to be given to the lessee. Further, a lessee must report any HOA concern to the owner of the home, and the owner has the option of bringing the issue to the Association.

- h. A renter activity card will be revoked in the event that the lessee is no longer a qualified occupant. The holder of a renter activity card and the owner are subject to sanctions for violation of these Rules and Regulations.
2. Additional Cards: If more than two qualified occupant lessees occupy a dwelling unit, an additional renter activity card(s) for each additional qualified occupant lessee(s) may be purchased for one half of the current annual assessment, except that there can be no more than two occupants per bedroom. An additional renter card will expire upon termination of the lease or one year, whichever occurs first.
3. Changing Rental Homes: If the Renter changes rental homes, with no time break between the two leases, an additional fee will be charged, up to but not to exceed the maximum rental fee, regardless of the length of either lease, but not to exceed 12 months from the beginning of the first lease. A renter who has paid the maximum rental fee, and changes rental homes with no time break between the two leases, will pay a Rental Card Transfer Fee, with the total rental period not to exceed 12 months from the beginning of the first lease.
4. Guest Visits: Renter activity cardholders are allowed guest privileges under the same provisions as IV. A.4. above.

C. Activity Card Rules:

1. Activity cards and guest passes must be presented when requested by Association staff. You must show your card when using the Fitness Centers, when checking in at the Golf Pro Shops, and when participating in a chartered club activity.
2. Activity card checks may be made by Association staff to monitor compliance with card policy and to determine validity of activity cards and guest passes.
3. The sponsoring activity cardholder is responsible for his/her guests using the Association Facilities. Guests under the age of 16 utilizing Association Facilities must be accompanied at all times by the sponsoring activity cardholder or a sponsored adult guest.
4. Holders of activity cards who do not identify their guests as such are in violation of these Rules and Regulations and are subject to sanctions (see Article II above).

5. The Association Facilities are a designated smoke-free environment and smoking is prohibited indoors. However, smoking is permitted outside in designated areas as indicated by signage.
6. Activity cardholders may register for various activities and classes at the appropriate monitor station upon presentation of a valid activity card. However, chartered club activities and classes may have further requirements, restrictions, and guest policies.
7. There are no refunds for any activity cards, additional cards, renter cards or guest passes.

V. Use of Association Facilities

A. Village Center:

The Village Center is the site of the majority of the Association Facilities, with the exception of the golf courses. Located in the Village Center are the structures which house clubs, such as art, photo, ceramics and social game buildings, the fitness center, the swimming pools, the outdoor sports courts, walking paths, social courtyard areas, and the pet park. Additional structures for fitness, swimming, golf, and other activities are located at the Cimarron Center on Clearview Boulevard.

The Association Administrative and Membership offices, as well as the Association General Manager and Accounting offices, are located in the Palm Center where activity cards and membership information can be obtained and Association assessment payments can be made.

The use of Association facilities by unauthorized vendors, such as physical therapists, caterers, instructors, etc. is prohibited.

B. Activity Buildings:

The activity buildings are multipurpose rooms that provide space for a variety of activities. These rooms are used primarily to accommodate activities and classes by Chartered Clubs, activity cardholders, the Association staff, and other users as set forth in more detail below. To use any of activity buildings or any other space within the Association Facilities, it is necessary to make prior arrangements through the Activities Department (see Section VII.C. below). Activity rooms will be scheduled/monitored by the Activities Department. As the Chartered Clubs are established, their sponsored activities will operate with their own monitors and established hours of operation. The Chartered Clubs may establish administrative rules to govern their members' use of the Association facilities which may be more restrictive than, but not otherwise in conflict with, these Rules and Regulations. Such administrative rules must be in accordance with their charters and Association policies, and are subject to review and approval of the Board. See Section VII.A. below for additional information concerning Chartered Clubs.

C. Fitness Center:

1. The Fitness Centers are part of the Association Facilities. Only holders of valid activity cards and guests with a valid guest card or pass may use the Fitness Centers and are required to register at the Monitor Stations each time they use the facilities. When using the Fitness Centers with a spouse, each person must show his/her current activity card.
2. Sponsoring activity cardholders must accompany all guests when checking in and must present their guest card or pay the guest fee. Any exception to this check-in procedure requires approval by a member of the Fitness Staff. The guest must sign a written waiver before using the facility.
3. Residents/guests supply their own locks at both the Adobe Spa and Cimarron Fitness Centers. Locks left on lockers at the end of the day will be removed, and contents of that locker will be discarded.
4. Fitness orientations are available to all persons using the Fitness Centers (sometimes referred to herein as "participants"). The orientations are designed to:
 - a. Familiarize participants with policies and procedures of the Fitness Centers.
 - b. Orient participants to the proper use of exercise equipment.
 - c. Introduce participants to any available fitness classes and personal training.
5. Activities in the Fitness Centers' areas are not fully supervised. Therefore, all persons using equipment and participating in activities in the Fitness Centers do so entirely at their own risk. A fitness trainer is available for counseling by appointment. Persons with known medical problems or who are unsure of their physical condition are advised to consult with their physician(s) before engaging in exercise activity.
6. Indoor activities currently available at the Fitness Centers:
 - a. Fitness Equipment
 - b. Exercise Classes (both land and water) (Fee)
 - c. Personal training (both land and water) (Fee)
 - d. Swim lessons (Fee)
 - e. Indoor Walking Track (Adobe fitness center only)

Persons under the age of sixteen may not use the weight machines, walking track, or fitness equipment and may only use the pool during scheduled children's hours.

There is a minimum of a \$2 fee for each participant attending an instructor-conducted land or aerobics class at Sun City Grand to offset the cost of the instructor. Monies will not be returned to participants once they have registered for

the class. Specialty classes may cost more than the \$2 fee; please visit our website at www.grandinfo.com or the Fitness Centers for specialty class fees.

7. The following facilities for outdoor activities are presently available:
 - a. Tennis Courts
 - b. Bocce Ball Courts
 - c. Swimming Pools (Children's Pool Hours at Adobe Spa Leisure Pool and Indoor Pool Only)
 - d. Lawn Bowling
 - e. Pickleball Courts
 - f. Pet Park

8. To the extent available, equipment for a Fitness Center activity may be checked out and the monitor will hold the participant's activity card until the equipment is returned.

9. All persons using the Fitness Centers must abide by the following **dress code regulations**:
 - a. T-shirts and/or full cut tank tops must be worn at all times. No muscle shirts, halter tops or sports bras. Sports bras must be covered. No bare midriff.
 - b. Elastic drawstring shorts and/or pants are acceptable. No denim shorts or pants. No belts or buttons.
 - c. Athletic shoes and socks must be worn at all times, unless otherwise specified by a valid medical release. **NO SANDALS WILL BE PERMITTED.**
 - d. No "cut off" shorts or shirts.

Please note: All residents must carry a hand towel for personal use, as they are not provided by the centers. Everyone using any piece of equipment in the Fitness Centers must wipe off the equipment after use with a gym wipe provided at each center.

10. For the health and safety of all Adobe Spa and Cimarron Fitness Center participants, any individual with a special or contagious medical condition must inform one of the Fitness Instructors of their condition **prior** to use of the facilities. Examples of such medical conditions would include, but not be limited to, skin disease, catheters or feeding tubes, leprosy, or any communicable disease(s). The individual with the condition will be required to fill out a strictly confidential medical information sheet. The Fitness Instructor will review the information and determine what activities and/or accommodations would be appropriate for the individual prior to use of the Facilities.

D. Swimming Pools/ Spas/Saunas:

1. The swimming pools, spas and saunas are part of the Association Facilities. Only holders of valid activity cards and their guests may use the swimming pools, spas and saunas and are required to register at the monitor station prior to entering the pool, spa or sauna area. Each resident is required to present his/her activity card to the monitor.
2. All guests must present a guest card or pass, or pay the guest fee and must be accompanied by their sponsoring activity cardholder when checking in. Any exception requires approval by a member of the Fitness Staff. The guest must sign a written waiver before using the facility. Guests under sixteen years of age must be accompanied by and must be under the direct supervision of their sponsoring activity cardholder or an adult guest at all times during their visit to a swimming pool. Guests must be at least 16 years old to use any of the spas or sauna. No one under 16 is allowed to use any spa or sauna.
3. Sun City Grand swimwear will be required for any child who is not at least 38" in height whenever that child is going to use the indoor or the outdoor leisure pool. There are measuring devices at the front desk of the Adobe Spa to check the height. The swimwear is for sale at the front desk. The monitors will be checking to assure the swimwear is being worn. Children (guests under 16) may use the Adobe outdoor leisure pool from 9 a.m. – 1 p.m. and they may use the indoor pool from 1 p.m. – 3 p.m. Hours may be extended for Spring break or at the discretion of the General Manager. Children may not use the outdoor lap pool. There is a wall that divides the Adobe outdoor pool areas. Children will not be permitted beyond the dividing wall. Children are not permitted in the pool at any time at the Cimarron Center.
4. No one under the age of 16, including infants, will be permitted in the Adobe leisure pool area outside of specified children's hours. For the safety and convenience of all swimmers strollers, baby carriers and other items which could obstruct or interfere with access to and from the pool area will be restricted to designated areas and may be prohibited at times. Children ages four and older are not allowed in the locker room of the opposite sex. Participants may bring small baby pools to the outdoor leisure pool and may fill them with pool water. **However, when the baby pool is to be emptied, the water must be dumped on the lawn near the fence perimeter rather than back into the pool.** Dumping the water back into the pool creates a health hazard.
5. Use of the pools, spas and saunas is at the user's own risk. Lifeguards are not provided. The spa and sauna facilities are not supervised and are not generally equipped to accommodate persons with disabilities. Flotation devices and a rescue hook are available for emergency purposes only.
6. All persons are required to shower prior to entering a pool or spa. Showering after using the pool or spa is recommended to remove residual chemicals and minerals.

7. Appropriate swim attire must be worn. Cut-offs are not permitted. Street shoes, including tennis shoes cannot be worn in the pools and spas. Pool shoes are permitted if not worn on the street.
8. Running, horseplay, jumping or diving into the pools is not permitted.
9. Loud or foul language and loud sound-producing equipment will not be permitted. Water classes may use equipment necessary to conduct their programs.
10. For safety reasons, chairs, lounges, tables and other items, which could obstruct or interfere with access to and from the pool or spa are restricted to designated areas.
11. Food and beverages may be consumed at the outdoor pool in areas provided with tables and chairs. No food or drink is permitted in the pools and is prohibited in the indoor pool areas. Glass containers and chewing gum are not permitted. Tobacco products may only be used in areas designated by signs and ashtrays. No alcohol is permitted in the pool area.
12. Inflatable flotation devices exceeding 38" X 38" are not permitted in any pool or spa at any time. Also not permitted, regardless of size, are vehicle inner tubes, air mattresses, surfboards, and floating lounges. Approved flotation devices measuring 38" X 38" or less are allowed from June 1 through September 30 in the Cimarron pool only. The "hammock chair" is allowed year round, but only at the Cimarron pool. Small kickboards, water shoes (not worn on the street), fins, flippers, noodles, single noodle with netting, snorkels and masks are permitted in both the Adobe outdoor pool and the Cimarron pool year round.
13. Lane ropes, wave suppressors, ramps and stair rails are to assist and guide pool users. They are not designed to support a person's body weight. They must be used only for their intended purpose.
14. Lap lanes in the indoor and outdoor activity pools are reserved for lap swimming only. Please use therapy area for rehabilitation and open swim for aquatic exercise and or water walking. Please sign up for a lap lane as required and as posted. During water classes, certain areas of the pool may be closed. When the class is small in number, the lap lanes will remain open. Lap lanes are removed as class size increases.
15. For safety reasons, during rain, thunder and lightning storms or other inclement conditions, Association staff may clear and close all pools including indoor until such inclement conditions pass. However, the Association is not responsible for monitoring weather conditions, and each person in the pool area should immediately exit the pool area if lightning or thunder is observed.

16. Any person failing to abide by stated policy or safety rules as stated herein and/or as posted will be asked to leave the pool area. The judgment of Association staff with respect to safety, decorum or sanitation will prevail.
17. Any person with a cold, infection, skin condition or cut etc. is prohibited from using the pool, spa and sauna facilities. Persons with inflamed eyes, colds, nasal or ear discharge, skin or body infections or cuts shall be excluded from the pool. **No band aids are allowed.**
18. Extended exposure to hot water and vapors may be detrimental to the health of some persons with certain medical problems, particularly individuals with heart conditions. Maximum recommended use of the spa is 15 minutes. If in doubt, consult your physician prior to the use of the spa facilities.
19. The General Manager may issue and post additional rules for each pool, sauna and spa, which may override or change any rules contained herein or which are posted in the Adobe or Cimarron Fitness Centers.
20. Sauna (Cimarron Center only)
 - a. Persons with medical conditions should consult with a physician prior to using the sauna.
 - b. If feeling discomfort, immediately exit the sauna.
 - c. Pregnant women should not use the sauna at any time.
 - d. No person under the age of 16 should use the sauna at any time.
 - e. Maximum use of the sauna is 15 minutes for any one individual.
 - f. It is recommended that one sit on a towel while in the sauna so that burning of body areas does not occur.
 - g. Do not place or throw any material on heating unit.

B. Sports Courts:

1. The tennis, pickleball, lawn bowling and bocce courts are part of the Association Facilities. Only holders of valid activity cards and guests with valid guest passes may use the sports courts. All activity cardholders and guests are required to adhere to such check-in procedures as may be established from time to time by the General Manager.
2. All guests must present their guest passes. In addition, guests under sixteen years of age must be under the direct supervision of their sponsoring activity cardholder or an adult guest with a valid guest pass at all times during their use of the sports courts.
3. The sports courts may be locked when not in use, in which case the Fitness Director will post rules for obtaining and returning keys.
4. All players must wear proper attire and shoes.

5. Food, tobacco products, alcoholic beverages, and glass containers are not allowed in the court enclosure. Water or any other non-alcoholic drink in a plastic container is permitted.
6. Tennis Courts may be reserved courtside through the reservation board. Reservations will be posted daily at courtside. Any abuse of the reservation system (i.e., reserving a time and not showing up) may result in loss of the privilege to make court reservations. Cancellation of reservations must be at least two hours in advance of reserved time. Time limits are as follows:
Singles Play: 1 ½ hours court time including warm-up
Doubles Play: 2 hours court time including warm-up
7. Only approved paddles as listed on the approved paddle document (and subject to change periodically) are allowed on the pickleball courts.

F. Other Common Areas:

1. The Village Center includes walking paths, social courtyard areas with benches, drinking fountains, parking areas, access roads, etc. which may be used by all members, residents and guests of Sun City Grand for recreational purposes. For safety reasons, bicycling, skating, rollerblading and skate boarding are not permitted in the Village Center (other than bicycles on paved roadways); however, the Association is not responsible for monitoring the Village Center or for ensuring enforcement of this rule.
2. In the Village Center and all other common area open spaces where pets are not prohibited, pets must be on leashes, accompanied by their owners, and under control at all times. Owners of pets are responsible for the immediate removal and disposal of all solid animal waste of such owners' pets. The Pet Park located near the tennis courts is available to all members of the Association; however, all pets entering the Pet Park must be registered with the Association. (See "F. Sun City Grand Pet Park" on Page 24.)

VI. Golf Course Rules

A. Eligibility to Play:

Sun City Grand Golf Courses are Association facilities which are open to the public. During limited times, at the discretion of the Director of Golf, eligibility to play the golf course may be limited to activity card holders and their guests. The Director of Golf might also suspend ones privileges to enter onto the golf course for violations of these rules or for action and/or behavior that endangers the safety or affects the enjoyment of the facilities by other players.

B. Golf Course Rates:

Golf fees are available at the golf pro shops. All rates and fees are subject to change.

1. Lessons: Contact any Pro Shop regarding current rates for individual and group lessons.
2. Pro Shop Discount: Any activity cardholder will receive a discount on Pro Shop merchandise. The amount of the discount may vary from time to time as determined by the Director of Golf Operations.

C. Rules and Policies:

1. All golfers must check in with the Pro Shop, and present their activity card, at least 15 minutes prior to their tee-time, including shotgun starts. Failure to do so may result in having the tee-time/hole assignment released to a standby golfer.
2. Proper golf apparel is required on the golf course and practice facilities at all times. Please stop by any golf shop to pick up a copy of the current policy.
3. To play at resident guest rates, a sponsoring resident must check in guests, or the guest can present a valid guest pass at the time of check in. All junior golfers under sixteen years of age must be accompanied by and directly supervised at all times by an adult golfer. If the junior golfer is a guest playing at resident guest rates, the supervising adult must be either the sponsoring activity cardholder or an adult guest with a valid guest pass, or be part of a school program approved by the Board.
4. Fishing and/or swimming is not permitted in golf course lakes with the exception that fishing is allowed in the lake adjacent to the Adobe Spa and Fitness Center from the banks along the lakeside opposite from the golf course or from the fishing dock (Hole #9 on Desert Springs). Fishing in the lake is permitted only as a catch and release program. Fishing is further limited to the use of artificial lures with the exception that children 10 and under, when accompanied by a Sun City Grand member, may use worms as bait.
5. A golfer may only retrieve his/her ball if easily retrievable from the shoreline of any water feature. All golf balls not easily retrievable must be abandoned and become the property of the Association.
6. Range ball usage is restricted to the driving range and other designated practice areas, and only Sun City Grand range balls are allowed. Range balls and buckets are the property of the golf course and are not to be removed from the practice areas.
7. Those not participating in golf activities are not permitted on the golf course at any time. Walking, jogging, walking of pets, driving on the cart paths, or any other form of non-golf activity on the golf course (including cart paths) is not permitted.

8. Entering the golf course other than from any Pro Shop area is prohibited. Specifically, but without limitation, entering from private homes or yards is prohibited.
9. Homes surrounding the golf courses are private property. Golfers may not enter private property without the owner's permission. Golfers are responsible for damage to property caused by either the golf cart or errant golf balls.
10. Golf Cars:
 - a. There is a two-car per foursome limitation. Exceptions must be approved in advance by the Director of Golf Operations. Only two bags and two persons are allowed per car.
 - b. Specifications For a Golf Car:
 1. Golf car length (bumper to bumper) of 105 inches or less.
 2. Golf car width without accessories (side mirrors, sand bottles etc.) of 47 inches or less.
 3. Golf car width with accessories (side mirrors, sand bottles etc.) of 57 inches or less.
 4. Golf car height including accessories (air conditioning, flags etc.) of 100 inches or less.
 5. Tread width (tread touching the ground) of 7 inches or more.
 6. 4 tires that are either turf tires or tires with smooth surface street tread (no knobby or specialty off road tires).



Gas golf cars are prohibited from use on the golf courses at Sun City Grand with the exception of the vehicles and golf cars used for the purpose of course maintenance and beverage service.

Specifications 1 thru 6 are to assist Golf Operations in maintaining the SCG golf courses in optimum playing conditions.

Any golf car that is found to not meet the above specifications or to be damaging to the golf course turf shall be required to modify said golf car so that it will meet the above Specifications or it will not be allowed to be used on the Sun City Grand golf courses.

- c. During transition, course maintenance or inclement weather, cars may be restricted to cart paths only. This may also apply to any golfers that have a handicap flag issued from Sun City Grand. The Professional Staff will make this decision as late as the day of play.
- d. Golf cars are not allowed on the golf course unless participating in an authorized game of golf.

D. Tee Time Reservations:

Tee time reservations may be made by calling the automated tee time system at (623) 546-7461 or by using the online system at www.grandinfo.com. For more information you can always contact the golf pro shops at Desert Springs 623-546-7401, Granite Falls 623-546-7580 or Cimarron 623-975-5654.

E. Golf Course Etiquette:

1. Rake bunkers to a smooth surface and place the rake in the bunker in a position 90 degrees to the bunker's edge with the handle being closest to the edge and the rake towards the center of the bunker.
2. Fix ball marks on greens and fill divots with sand provided.
3. Practicing on the golf course property is only allowed in designated practice areas. Pitching and chipping are allowed only in designated pitching and chipping areas.
4. Pace of play should be no longer than two hours for nine holes. To speed up play, groups should hit when ready. Abandon lost balls without undue delay, and it is suggested to continue putting until your ball is holed. A ranger will monitor the course play and has been given full authority to keep groups from falling behind. The Association reserves the right to allow staff to ask a player to leave the course if that player is significantly impeding the speed of play.
5. Fivesomes may be allowed at the discretion of the Director of Golf Operations. A single player has no tee time priority on the course and shall give way to others.

The Director of Golf Operations or designee shall have the authority to enact and enforce any additional administrative rule or policy which, in his/her opinion, contributes to good golf etiquette, speeds up play and/or protects the safety of the golfers or spectators. Such rules shall be posted at the pro shops.

F. Golf Course Closure:

1. Each golf course and/or driving range may be closed for transition and maintenance.
2. The golf courses may be closed due to inclement weather.
3. The golf courses may be closed on holidays as designated.
4. Start times may be cancelled or delayed due to frost.
5. Closing of the golf courses will be determined by the Director of Golf Operations, Head Golf Professional or the Golf Course Superintendent.

VII. General Club and Facility Rules

A. Chartered Clubs:

1. Chartered Clubs are organizations that are sponsored by the Association to foster and promote hobby, recreational and cultural pursuits. In sponsoring these organizations, the Association provides an opportunity for the Club members to enjoy fellowship while pursuing similar interests, but the Association is not under any circumstances liable or responsible for any damage or injury arising out of Club activity or for any act or omission of the Club or any of its members. Membership in Chartered Clubs is limited to activity cardholders in good standing with the Association. Chartered Clubs are organized under guidelines and written charters adopted by the Board. The updated Chartered Club Rules and Regulations were approved by the Board of Directors on August 28, 2014.
2. Chartered Clubs must be open to all activity cardholders in good standing.
3. The Association General Manager has the authority, but not the obligation to coordinate, approve or disapprove all actions taken pursuant to Chartered Club administrative rules, policies and procedures.
4. Chartered Club use of Association facility space, equipment and other amenities is subject to availability and charges as established from time to time by the Association.
5. Guests of activity cardholders may be accommodated by the Chartered Clubs in accordance with the Club rules governing guest privileges. Unless otherwise specified in a Club Charter, guest visits to a particular Chartered Club by any one individual shall be limited to a maximum of three visits during any calendar year. Guests will be charged a guest fee and additional fees may be charged for materials and supplies.

6. Chartered Clubs are responsible for the maintenance, repair, and safe operation of the equipment provided by the Association or otherwise obtained by the Club, as well as for the safety of Club members and others participating in Club activities or using Club equipment.
7. Upon dissolution, all Club bank accounts and supplies become the property of the Association. Any equipment purchased by the Club becomes the property of the Association upon purchase.
8. Chartered Clubs must submit annual financial statements to the Association. Club financial records are subject to examination by the Association at its discretion, and audit by an outside company.

B. Postings:

1. Religious writing or literature may not be posted in any Association facility.
2. Commercial solicitation of any nature may not be placed in any Association facility.
3. All announcements, notices, pictures, writings, or other items of any kind must be approved by the Activities Director before being posted in any Association facility.

C. Room Scheduling Policies:

In order to accommodate the large number of activity cardholders who utilize the Association meeting facilities, it is necessary to properly schedule these activities. Use of meeting rooms without prior notice and approval is prohibited. The room schedule is established and maintained by the Activities Department and requests for room reservations should be directed to that office. The Association reserves the right to interrupt, terminate, or reschedule activities as necessary to maintain room scheduling priorities as described herein. In establishing schedules, the Activities Director adheres to the following policies and stated priorities:

1. The Association Board of Directors and Board Committees: Any meetings of the Association Board of Directors or Committees of the Board have priority over all other meetings.
2. Special Events and Meetings: All special events, classes and meetings sponsored by the Association will be scheduled by the Activities Department. These events will be posted in an appropriate manner.
3. Chartered Club Meetings: All regularly scheduled meetings of Chartered Clubs will be coordinated through the office of the Activities Director, and must be requested by the Club President or a designated Club member. Any variation from the regular schedule must be pre-approved by the Activities Director before it may be changed and rescheduled. Chartered Club events may be scheduled up to 12 months in

advance of the event and are subject to change of location by the Activities Director if deemed necessary.

4. Non-Chartered Activities: Any non-chartered activity may request meeting space provided that the activity is at least in part made up of Sun City Grand activity cardholders, and provided further that the request is subject to approval of the Activities Director. These events will be scheduled by the Activities Director upon completion of a room reservation contract, which establishes the rates, deposits and other appropriate charges for the meeting facilities.
5. Private Parties: Activity cardholders may reserve a room for a private event after executing a room reservation contract, subject to approval of the Activities Director. The Activities Director will determine room availability. A private function may be prohibited if, in the judgment of the Activities Director, such event would be inconsistent with the general use and enjoyment of the Association Facilities by all activity cardholders and their guests, such as events sponsored by fraternities, sororities, or other restricted membership organizations.
6. Unscheduled Activities: Use of a meeting space without a reservation may be accommodated at the discretion of the Activities Director on a first-come, first-served basis, provided such events are in accordance with all Association policies and procedures.
7. Room Charges: Association sponsored events will not be charged for the use of Association Facilities. Chartered Clubs may be required to reimburse the Association if additional costs are incurred by the Association for set-up, cleaning, etc. Non-chartered activities and private parties are subject to the current schedule of fees and policies as established by the Board.

Fees and Charges: Sunday through Friday, facilities are available to Chartered Clubs free-of-charge upon availability. Saturday at noon through Saturday midnight is "Prime Time" usage and all functions are charged a rental fee. Chartered Clubs receive the Chartered Club rate when utilizing prime time. Rental fees for the use of Association Facilities are established by the Association Board and may be revised periodically.

Commercial Activity: Commercial activities may obtain facility space and are charged a non-resident rate. All requests must be approved by the Activities Director.

8. Alcohol: The sale and service of all alcoholic beverages is regulated by the ARIZONA STATE LIQUOR COMMISSION. Sun City Grand Community Association, Inc. is responsible for the administration of those regulations. It is policy, therefore, that no alcoholic beverages may be brought into any of the facilities for any functions including banquet functions or on the golf courses. Please be aware that any event serving alcoholic beverages must be booked through

the Sun City Grand Community Association's Activities Department and paid for in full by the day of said event. Further, an event serving alcohol must utilize and pay for a Sun City Grand Association Officer booked through the Activities Department and adhere to a "last call" policy. The last call shall be made no later than 45 minutes prior to the scheduled end of the event; with no alcohol being served the last 30 minutes of the event. No exceptions will be made.

9. Worship Organizations: Worship organizations which have closed on the purchase of property to build a church, synagogue, or other worship facility in the Sun City Grand Community may, in the sole and absolute discretion of the Board of Directors, be granted the right to use meeting space within the Association Facilities on a temporary, recurring basis to conduct worship services and related activities. Factors which the Board may consider in evaluating a request for use of meeting space include, without limitation: benefits and costs to the members and the Community of allowing the use; whether the use complies with the Community-wide standard (as defined in the Declaration); compliance of proposed activities with applicable laws and ordinances; whether the use is reasonably designed to provide a needed service to a significant segment of the residents in the Community; and the health, safety and welfare of the residents of the Community. The organization will not be charged for facility use for the first twelve months of such use. Starting with the thirteenth month of facility use and thereafter, such fee as the Association may establish will be charged for such use on a yearly basis. Any special set-up/tear-down, cleaning, damage, etc. may result in additional charges at any time during the period of the organization's use of the meeting space.

Times and location for worship activities are scheduled through the Activities Department and are subject to change based on other requests for space and availability of space. The use of meeting space within the Association Facilities is limited to twenty four consecutive months commencing on the first day of use. If the worship organization has not completed construction of its worship facility in that period of time, approval of the Board of Directors is required to extend the use of meeting space within the Association Facilities.

10. Association Rights: The Association reserves the right, at all times, to deny, adjust, cancel, reschedule or move meeting space as deemed necessary.

D. Special Events:

1. All special events utilizing any portion of the common area, which are not sponsored by the Association, must be approved by the General Manager at least 90 days in advance.
2. The Association has the right to deny any special event which the Board determines is inconsistent with policy, inconsistent with the general use and enjoyment of the Association Facilities by activity cardholders and their guests, a threat to the health,

safety or welfare of the residents of the Community, or otherwise not in the best interests of the Association and the Community.

3. The event sponsor is responsible for the conduct of his/her guests.
4. Activity Refund Policy: No refund will be given on ticketed activities and/or events unless cancelled by the Association. The Association will assist, if possible, in reselling the ticket prior to the event.

E. Parking:

1. Only vehicles with displayed legal handicap parking identification shall park in designated handicap parking spaces.
2. No parking of motorized vehicles, including without limitation, golf carts, is allowed where prohibited by signage, curb painted red or striped pavement.
3. No motorized vehicles, including without limitation, golf carts, shall be parked or operated on sidewalks except low-speed personal transporters (under 3 mph) and Sun City Grand Maintenance and contractor vehicles.
4. Parking spaces designated by signage for golf carts shall not be used by motor vehicles (except motor-driven cycles).
5. Special events utilizing Association Facilities may require other parking rules. Such rules will be posted and enforced.
6. These rules apply to all owners, residents, visitors, guests, invitees, licensees, concessionaires, contractors and employees.

F. Sun City Grand Pet Park:

Sun City Grand Community Association, Inc. owns and oversees the operation of the Pet Park, working closely with the Pet Club to monitor park activities and assist in fulfilling the purpose of the park: to provide a place for unleashed pets to exercise and socialize. The Pet Park registration form is accompanied by a listing of rules that will assure that the Pet Park experience is safe and healthy for both pets and their owners.

The Association requests that all pet owners exercise responsibility when utilizing the Pet Park. Pursuant with that goal, all pets entering the park must have current vaccinations and be registered with the Sun City Grand Community Association. Registration forms are available at the Activities Desk along with a copy of the Pet Park Rules. These forms may also be printed from www.grandinfo.com. A pet owner will be issued a pet tag upon registering their dog; the tag must be worn on the dog's collar in order to use the Pet Park. The Sun City Grand Pet Club will maintain registration forms.

If you have an incident to report, please fill out a Pet Park Incident Report (available at the Activities Desk) and return it to a representative of the Pet Club or to the Activities Desk. The Pet Club will review all complaints and take initial action as follows:

For the first complaint, the Pet Club will determine the pet owner and contact that person regarding the complaint.

If a second complaint is received against the pet/owner, a warning letter will be sent from the Pet Club. Additionally, the Pet Club will establish a committee to review unwarranted aggression issues for the first or subsequent complaints to determine the next step, which can be instituted at any level of complaint.

If a third complaint is received, the Pet Club officers will submit a non-compliance form to the Sun City Grand Community Association Standards and Compliance Office, including copies of previous complaints. Standards will review the record of complaints and process the complaint following their standard procedures. Fines may result along with a temporary loss of homeowner privileges.

It is recommended that pet owners carefully review their copy of the Pet Park Rules to assure compliance.

VIII. COMMUNITY STANDARDS

Assessment Collection Policy Sun City Grand Community Association

Base Assessments and Neighborhood Assessments:

1. Base Assessments and Neighborhood Assessments shall be paid in advance on the first of the month in which the original owner first obtained title to the Lot. Resale buyers retain the anniversary date of the original owner. However, original closings between February 1997 and June 1997 and all closings after December 2002 shall have a July 1 due date for all Base and Neighborhood Assessments.
2. If a Lot is owned by two or more owners who obtained title at different times, the anniversary date upon which the first co-owner obtained this title shall be deemed the anniversary date for all owners of the Lot. However, original closings between February 1997 and June 1997 and all closings after December 2002 shall have a July 1 due date for all Base and Neighborhood Assessments.
3. Any amount, which is not received in the Association Office by the fifteenth day of the month due, will be declared delinquent and assessed a late charge of 10% of the unpaid assessment.

4. Once an account is deemed delinquent, the Association shall be entitled to take immediate legal action to collect such delinquent assessments. The Association may, but is not obligated to, send a notice to the Homeowner (**Late Fee Letter**), by regular and/or certified mail (homeowner signature). The late Fee Letter may include the following information:
 - That a 10% late fee has been added to the homeowner's account.
 - That the homeowner may request an appeal before the Covenants Committee for the late fee only within (30) days of the due date.
 - That the Covenants Committee may consider any extenuating or mitigating circumstances, or use any criteria it deems appropriate on deciding whether or not to disallow the late fee that has been imposed.
 - That the Covenants Committee may report back to the homeowner prior to the forty-fifth day from the due date with its decision on the appeal.
 - That the Covenants Committee cannot forgive the normal assessment fee.
 - That if an appeal is not requested or if an appeal is requested and denied and the account is not brought current, including the late fee, by the fifteenth day of the next month, which is 45 days from the due date, membership privileges (e.g., Fitness Centers, Golf, Activities, etc.) may be suspended.
 - That if the account is not brought current, including the late fee, by 60 days from the due date, the General Manager of CAM may review the account and decide if the account should be turned over to the Association's Legal Counsel. Counsel may send the homeowner a demand letter via regular and/or certified mail. The Homeowner may then be given an additional 30 days, 90 days from the due date to bring the account current, including late fees and attorney fees incurred by the Association.
 - That if the account is not brought current as described above, within the 30 day period, 90 days from the due date, the General Manager may authorize counsel to file a suit for a money judgment, garnishment or other post-judgment remedies. The homeowner may be sent a copy of the judgment via regular mail.
 - That the Board of Directors for further collection proceedings may review any amount, which still remains unpaid 30 days after the lawsuit has been filed, 120 days from the due date. The Board may determine whether to recommend initiating further legal action against the delinquent property or the owner.
 - That if the decision is made to proceed with further legal action, the homeowner may be notified with one final warning via regular and e-certified mail.
5. If the account reaches the second year assessment due date and the account is not current, the General Manager may authorize additional action starting at any point in the above scenario.
6. The above procedure is in no way intended to bind the Association. It is set forth as a guideline only. It is not intended by the Association to be a waiver of any right the Association might have to take immediate action to collect delinquent assessments. The above procedure is intended to set forth a policy the Board of Directors of the Association might choose to follow, but is not intended to be a representation or guarantee to any owner that the delinquent owner can wait until after the due date to pay any assessments that are owed the Association.

Return Check Policy and Fee:

Checks that are returned by the bank and designated not collectable will be assessed a return check fee in accordance with ARS 44-6852.

In addition, any late payment status that occurs as a result of replacing and re-processing the check payment may generate late fees and other actions, as described in the preceding paragraphs, as deemed appropriate by the Association.

Acceptance of Checks

Sun City Grand Community Association will not accept any checks for monies owed to the Association that have the words “Paid in Full” or “Payment in Full” or any similar wording written on the check. Nor will the Association accept any check or monies that are accompanied by a letter stating that the enclosed funds or check is payment in full.

Activities Accounts

The Accounts defined below more than 15 days in arrears shall be declared delinquent and assessed a late charge of ten percent (10%) on the unpaid balance:

- Room Rental Accounts: Deposit of 50% of the total Room Rental due upon reservation. To be paid in full 30 days before scheduled event.
- Newsletter Advertising Accounts: To be paid in full at time of contract acceptance.
- Special Event Accounts: A deposit may be required. To be paid in full 30 days before scheduled event.

IX. Rules for Inspection of Association Books and Records

Records, reports, and documents will be maintained at the Administration Office for inspection by any member of the Association or any person designated by the member in writing as the representative of the member.

1. A request for inspection of records will be handled promptly if staff availability permits, however, no later than ten (10) business days. The request must be in writing and clearly identify the information being requested and the purpose or intent of the request.
2. Requests for inspection may be made during normal business hours (9:00 a.m. – 4:00 p.m. Monday through Friday).
3. A nominal fee of fifteen cents (\$.15) per page will be charged for reproducing copies of documents requested. The copies will be available within 10 business days of the document request.
4. Exceptions to inspection requirements are records that relate to any of the following:
 - a. Privileged communication between an attorney for the Association and the Association.
 - b. Pending or contemplated litigation.
 - c. Meeting minutes or other records of a session of a Board Meeting that is not required to be open to all members pursuant to A.R.S. 33-1804.
 - d. Personal, health or financial records of an individual member of the Association, an individual employee of the Association or an individual employee of a contractor for the Association, including records of the Association directly related to the personal, health or financial information about an individual member of the Association, an individual employee of the Association or an individual employee of a contractor for the Association.
 - e. Records relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the Association or an individual employee of a contractor of the Association who works under the direction of the Association.
 - f. Any financial and other records of the Association if disclosure would violate any state or federal law.

X. Sun City Grand Fees

See separate documents for current Membership, Fitness and Golf Fees. All fees are subject to change from time to time by the Board of Directors.