

2022 Rules & Regulations

The following rules and regulations shall be applicable to all members and memberships:

I. Membership:

- A. Memberships shall consist of the following types (members must be at least 18 years of age, except where denoted):
 1. Family memberships: Family members shall be adult members of a household and any dependent children residing with them. As used herein, dependent children shall mean the Member's children under the age of 23 who reside with such Member. Adult members will sign a Membership Agreement with the owner. The use of the word "member" in these rules & regulations shall include the member, spouse or significant other, and all dependent children residing with them.
 2. Couple memberships: Couple members shall be two adults residing in the same household. Adult members will sign a Membership Agreement with the owner. The use of the word "member" in these rules & regulations shall include the member and significant other residing with them.
 3. Single memberships: Single members shall be adults, age 18 years and older, and the adult will sign a Membership Agreement with the owner. The use of the word "member" in these rules & regulations shall include the single member.
 4. Junior Tennis Single: Pool-affiliated member and non-pool-affiliated member classifications are junior tennis single memberships which shall be subject to the same rules and regulations as the single defined membership above but are only offered to individual juniors below age 18. A junior member will not be required to pay an initial deposit and will not be subject to any possible additional annual assessments. Junior tennis single memberships are available on a limited basis only and must be coordinated by a parent, legal guardian or grandparent through the Hawks Landing or Hitters Tennis Club management only. Junior Tennis Single memberships are offered to Hawks Landing Pool members' children (affiliated) or non-member children (non-affiliated members) and require payment of one capital improvement fund fee as noted on the Hawks Landing Pool & Tennis Club application.
- B. Each membership, excluding junior tennis single memberships, shall be allowed one vote in instances where the members are entitled to vote. Voting may be by proxy if executed in writing and filed with the owner at the time of or prior to the vote being taken.
- C. The club shall establish the parameters for the acceptance of members. These will include, but may not be limited to, the following:
 1. Completion of a written application and/or a written Membership Agreement in such form as may be prescribed by the owner.
 2. Members shall be required to pay an initial membership fee and an annual membership fee as outlined within the application. The amount of the initial membership fee shall be determined by the owner. The initial fee must be submitted as outlined within the application.
 3. Acceptance by the club of the applicant for membership at the club.
 4. The club reserves the right to limit the number of members to a level it deems appropriate. At no time will this number be less than 340 family memberships.
 5. In the event the club receives membership applications in excess of the maximum, a waiting list shall be established. As additional memberships are available, the applicants on the waiting list will be offered membership in the order in which their applications were received.
 6. Any member may be suspended or have their membership revoked by the club. Suspensions shall be for up to one full season. Cause for suspension or revocation shall

consist of, but is not limited to, violation of these membership rules & regulations, the rules of the facility or of conduct unbecoming. A suspended or revoked member will receive no refund of paid pool dues.

- D. The club owner shall establish the annual membership fees for each year. Unless otherwise noted to current members, annual membership fees shall be due no later than April 15 for each year. The club owner reserves the right to change the annual membership fees each year at its sole discretion.
- The club owner may establish a surcharge for any year. The surcharge will only be necessary if the operating deficit is greater than \$25,000. In no event shall such surcharge exceed 25% of the annual dues for the year.
 - The club owner may establish an annual capital improvement assessment to be used for annual capital improvements. If no capital improvements are necessary for a given year, the funds will go into a reserve for future purchases or will be used to reduce any yearly budget shortfalls in excess of \$25,000.
 - No member may use the club until their annual fees are paid in full. Failure to pay such fees when due, including any late fees or similar charges, shall be grounds for revocation of all membership privileges.
- E. The club shall be entitled to purchase and redeem, at any time, any and all memberships from any member, free and clear, at a price equal to the initial membership fee. The closing of any such purchase and redemption of memberships shall occur upon twenty (20) days advance written notice to such member by the club.

II. Meetings:

The club shall hold an annual meeting of the members in early spring of each year. It shall be the duty of the owner to give notice to all members. The notice shall state the time, place and address of the meeting.

III. Renewal, Resignation and Transfer of Memberships:

- A. Membership shall be automatically renewed effective April 1 of each year, unless, prior to such date, the Member has resigned in writing, mailed or delivered, to the Pool & Tennis Club. Any such resignation shall be effective the first day of April following receipt of the resignation and shall not relieve the Member of any dues, Assessments, fees or charges of any other nature accruing prior to such effective date, unless the Pool & Tennis Club, in its discretion, allows a refund. The Pool & Tennis Club shall not be required to return or refund the initial membership fee or any Assessments paid by Member upon the resignation of a Member.
- B. No membership in the club shall be transferred to any other family or person by any method other than the return of the membership to the club. Persons who no longer desire to be a member of the club shall notify the club in writing, and the club shall have 90 days in which to return to the member the amount originally paid for the initial membership fee, if the fee was refundable in nature. The club shall not be required to return the refundable initial membership fee if the number of initial membership fees on deposit with the club is less than 340. In such case the initial membership fee will be refunded in the order in which written notice of membership termination was received by the club within 90 days of the initial membership deposits reaching that level.
- C. Notwithstanding any of the above, any member shall have the right to convey their membership to the bona fide purchaser of their home, without any option given to the club to purchase such membership, if said property is within the Hawks Landing Golf Club plat.

IV. Use of Facilities:

- A. The club facilities shall not be open to the public except for special events or programs that have been approved by the club.

- B. Members and their families (as defined) of the club may use the club only if all annual membership fees are paid in full.
- C. All members shall use the facilities only during hours of operation as posted.

V. Pool & Tennis Rules and Regulations:

All members and guests of the club will be required to abide by the rules and regulations established by the owner regarding the day-to-day use of the facilities. Such rules shall be posted in appropriate areas of the facilities.

VI. Inactive members:

As soon as the memberships have been sold out, as determined by the club on an annual basis, any member may apply for inactive status for the season. Application for inactive status must be made prior to April 1 of that year. Provided the club can sell an additional membership for the season and the owner approves, the member shall be granted inactive status for the year and be subject to a \$100 annual fee plus tax for that year.

VII. Guests:

- A. The club shall establish rules that define the terms and conditions by which the guests of members may use the club.
- B. The club may invite any person to be a guest of the club at its discretion.

VIII. General:

- A. Any property of the club damaged by a member or that member's guest shall be promptly paid for by such member. No member or guest shall remove any of the club property from the facility.
- B. The club assumes no responsibility for property of members or their guest that may have been damaged, stolen or left at the club facilities.
- C. The club assumes no responsibility for any accident or injury to any member, guest or their property. Members and their guests can have no claim against the club for such accident or injury.
- D. The primary mode of communication with membership will be via email. All members are required to keep their email addresses up to date with the owner. Email address changes should be sent to either the Hawks Landing Pool Manager, Ian Girdley at ian@HawksLandingPool.com or Membership Director, Brooke Ferrell-Parisi at Brooke@HawksLandingGolfClub.com.
- E. The club may establish additional rules and regulations as deemed necessary from time to time.

Contact information:

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