

## BRIDGEBERRY AMENITY RULES AND REGULATIONS

All Residents within the Bridgeberry community are entitled to use of the Fitness Center, Clubhouse, Pools, Playground, Nature Trails, Butterfly Garden, and all outdoor amenities (collectively, the "Facilities") located at or in proximity to 201 Salmonberry Drive, Holly Springs.

Use of the Facilities is subject to the rules, regulations, and terms of use outlined below, and any rules, regulations, or terms later enacted by the Bridgeberry Homeowners Association, Inc. (the "Association"). Each Lot will be issued one (1) electronic key fob (the "fob") that will enable entrance to the secured Facilities. The fob is for the exclusive use of Residents of the Lot to which it is assigned. Use of the fob by other persons will be grounds for revocation of privileges. A second fob may be purchased by a Resident for fifty dollars (\$50.00). No Lot will be assigned more than two (2) fobs, no exceptions. In the event of loss or theft of a fob, the Resident must immediately contact the property management company for the Association, Elite Management Professionals. The code on the lost fob will be deactivated, and a replacement fob will be issued to the Resident at a cost of fifty dollars (\$50.00).

### FITNESS CENTER/CLUBHOUSE/FACILITY RULES AND REGULATIONS

1. There is a strict NO SMOKING policy for the indoor or fenced in outdoor Facilities, including vaping and e-cigarettes. Tobacco products and food are not allowed inside the Fitness Center.
2. Please use the 'Buddy System'. It is always safer to exercise with someone else in case of accident or injury.
3. Use of the exercise equipment is at your own risk. For safety and liability purposes, no persons under the age of fifteen (15) are allowed to use the exercise equipment without direct adult custodial/parental supervision.
4. Use care in operating all exercise equipment. Proper use is of extreme importance. Users shall not use equipment that they do not understand. Individuals are responsible for being familiar with the operation of any equipment used, as well as the manufacturer's recommendations for use and guidance based on age and health. Carefully inspect each piece of equipment prior to use and do not use any equipment that appears to be damaged or not functioning properly. Immediately advise the Association's Community Manager of any equipment that appears to be malfunctioning or in need of repair.
5. Proper athletic attire is required in the Fitness Center, including a t-shirt/tank top, shorts/sweats/leggings, and closed-toe athletic shoes. Jeans and cut-offs are not permitted. Swimsuits are not acceptable attire and are prohibited in the Fitness Center. Do not use exercise equipment with wet attire.
6. Personal equipment and belongings (i.e. gym bags, purses, towels, etc.) are not allowed on the floor of the Fitness Center as this can be a safety hazard. Personal belongings are to be stored on the wall hooks provided.
7. The Association will not be responsible for loss or damage to personal property.
8. Please limit cardiovascular workouts to thirty (30) minutes if others are waiting for the use of the equipment.
9. Please allow other members to "work in." Do not tie up machines with multiple sets if others wish to use the same equipment.
10. No emotional outburst or excessively loud grunting while working out.
11. Fitness Center windows and doors should remain closed at all times. If the temperature needs adjusting, Residents should contact the Association's Community Manager.
12. Please throw trash away in the receptacles provided.
13. Please put back any items moved in any Clubhouse rooms, in the Fitness Center, or at either pool area.
14. Please wipe off exercise equipment after use with the sanitation wipes provided.
15. Only Service Animals are permitted inside the Amenity Center/Fitness Center/Clubhouse/Swimming Pool Areas.
16. Individual audio and/or video devices may be used with headphones or earbuds only.
17. Residents are not to allow access entry to another Resident to the Clubhouse, Fitness Center, Swimming Pool Areas, or any Facility, even if known to them. Each Resident is to gain access to the community's Facilities, utilizing their individually issued fob. Association privileges may be denied when a Resident's account has been suspended for various reasons.
18. Skateboards, rollerblades, scooters, or bikes are not permitted on finished surfaces in the Facilities area.
19. All play and use of the Facilities are at your own risk.

## SWIMMING POOL RULES AND REGULATIONS

1. NO LIFEGUARD ON DUTY AT ANY TIME. SWIM AT YOUR OWN RISK! For your safety, no one should swim alone.
2. Per Wake County Health Code requirement, the pool gates and doors must be kept closed at all time except when Residents and their Guests are entering or exiting the pool areas.
3. Residents are not to allow access entry to another Resident to the pool, even if known to them. Each Resident is to gain access to the pool utilizing their individually issued Fob. Association privileges such as pool access may be denied when a Resident's account has been suspended for various reasons.
4. The Association will not be responsible for loss or damage to personal property.
5. No glass inside either pool area. Both State and local laws dictate that no glass be brought into a pool area. Broken glass in the pool will result in immediate closure of the pool for the required draining, cleaning, refilling, and Wake County Health Department inspection. The cost of this will be assessed to the Resident, or the Resident hosting the Guest, in violation of this rule.
6. Only Service Animals are permitted on the pool decks. Per Wake County Department of Environmental Services Regulations, no animals are allowed inside the pool water.
7. Persons who are incontinent or not toilet-trained are required to wear swimming diapers and plastic swim cover pants over their swim diapers while in the pool area. Disposable diapers are not permitted inside the pool water as they disintegrate causing filter problems and result in the pool being closed for repairs. Any type of diaper leak requires super chlorinating (shocking) the pool and will cause the immediate closure of the pool for 24 hours or until the chemicals are back to acceptable levels. The additional cost of this will be assessed to the Resident, or the Resident hosting the Guest, in violation of this rule.
8. Users must shower prior to entering the pool. Removing excess body oils and sweat allow the pool chemicals to function more efficiently.
9. Persons with open wounds, sores, skin infections, rashes, ear/eye/nasal infection, fever, or diarrhea are not permitted in the pool. Persons with adhesive or gauze bandages are not permitted in the pool.
10. Proper swimming attire is required. A swimsuit "cover-up" should be worn to and from the pool.
11. Non-swimmers must be accompanied by swimmer(s) who can assist in the event of an emergency.
12. Diving (including diving from another person's shoulders), pushing, running, wrestling, ball playing, boisterous or rough play, profanity, abusive or profane language or other breach of peace, improper conduct, or any behavior that is potentially dangerous or offensive is not permitted.
13. No floats, tubes, noodles, or rafts allowed. Only water wings, puddle jumper, and arm floats intended to be worn by individuals are allowed.
14. If Residents, or their Guests, wish to bring a radio to the pool, the volume shall be kept at a level that will not disturb other people. If it can be heard more than 10 feet away, it is considered too loud.
15. The pool may be closed at any time without prior notice due to inclement weather, mechanical breakdown, sanitary concerns, or other operational difficulties and at the sole discretion of the Association.
16. All Guests must be accompanied by their host Resident at all times.
17. Everyone must clear the pool and/or pool deck in the event of thunder and/or lightning.
18. Deck and lounge chairs are not allowed in the pool. The reserving of deck chairs, lounge chairs, and/or tables is not permitted.

## ANIMAL RULES AND REGULATIONS

1. Any and all animals brought onto the Facilities will be subject to the Association's current animal policies.
2. Only Service Animals are permitted inside the Amenity Center/Clubhouse/Swimming Pool Areas.
3. Damages resulting from the animal being on the property will be the responsibility of the Resident, or their Guest.
4. All animals are to be kept on a leash and/or carried at all times when not on or in the Resident's Lot.
5. Please walk animals away from the amenity buildings. All Residents must clean up after their animal(s).
6. Animals cannot be left unattended.
7. Do not allow animal(s) to create excessive noise.
8. Comply with all local ordinances regarding animals. Proof of required license(s) must be provided upon request by the Association.

## OTHER TERMS OF USE

Assumption of Risk: Any and all individuals using the Facilities does so at their own risk.

Guests: The number of Guests per Lot is limited to two (2) people. Residents are responsible for their Guest(s) and the actions of the Guest(s). If a Resident's Guests violate any of these rules, the Association reserves the right to suspend Association privileges for access or use of the Facilities.

Penalty for Violation: Failure to adhere to these rules, regulations, or terms or If the Resident's account is not in good standing, i.e. assessment delinquency or pending violations, may cause the loss of any or all of the Association's Facilities.

Policies Subject to Change: The Association reserves the right to adjust or add any rules as needed. Additional Fitness Center, Clubhouse, Pool, or Amenities rules may be posted or may be implemented without notice.

Hours of Operation: The following hours of operation are subject to change at the Association's discretion:

- Fitness Center: Open 24/7 w/ fob
- Clubhouse: 9 A.M. to 10 P.M. (unless reserved for private event or maintenance)
- Outdoor Gated Pool Area: 9 A.M. to Dusk w/ fob during the Pool Season
- Outdoor Grilling Stations: 9 A.M. to Dusk
- Playground: Open Daily from 9 A.M. to Dusk

Facility Hours and Equipment Subject to Change: Equipment and operational hours are subject to change at any time without advance notice.

Smoking/Vaping: The Facilities are a smoke-free environment (including but not limited to cigarettes, cigars, pipes, vaping, and e-cigarettes). There is no smoking, vaping, etc. permitted in any portion of the Facilities, including inside the fenced in area of the outdoor amenities.

**BRIDGEBERRY HOMEOWNERS ASSOCIATION, INC. WAIVER AND RULE ACKNOWLEDGEMENT**

I/We, the undersigned Resident(s) are members of the Bridgeberry Homeowners Association, Inc. (the "Association"), a North Carolina nonprofit corporation, owning property located at \_\_\_\_\_, Holly Springs, NC do hereby request that the Association issue an electronic key fob to me/us for the use of the pool, clubhouse, and amenities ("Amenity Facilities") in the Bridgeberry Community pursuant to the following terms and conditions:

I/WE HEREBY ACCEPT FULL RESPONSIBILITY FOR THE FITNESS CENTER, CLUBHOUSE, POOL, AND FACILITIES DOOR/GATE KEY FOB ("KEY FOB"). BY ACCEPTANCE OF THIS KEY FOB, I/WE HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ASSOCIATION, AND ANY AFFILIATES, INCLUDING BUT NOT LIMITED TO ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, MANAGING AGENT, MANAGEMENT COMPANY, MAINTENANCE COMPANY, POOL MAINTENANCE COMPANY, AND POOL ATTENDANTS FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES, COURT COSTS, AND/OR EXPENSES OF LITIGATION), CLAIMS, DAMAGES, CAUSES OF ACTION AND SUITS OF WHATSOEVER KIND OR NATURE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING THE NEGLIGENCE OF THE RESIDENT(S), THE ASSOCIATION, OR ANY OF THE ENTITIES DESCRIBED ABOVE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, OR CONCURRENT, FOR ANY BODILY INJURY, DAMAGE TO ANY PROPERTY, OR ANY OTHER CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CLAIMS CONNECTED WITH OR ASSOCIATED WITH FALLING, SLIPPING, TRIPPING, DIVING, OR DROWNING ARISING OUT OF, OR IN CONNECTION WITH, ME AND MY FAMILY, MY TENANTS, ANY OF MY FAMILY'S GUESTS, AND/OR ANY OF MY TENANT'S GUESTS USING THE ASSOCIATION'S POOL, CLUBHOUSE, OR AMENITY FACILITY. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH THE RESIDENT, AND THE ASSOCIATION AND ANY OF ITS ENTITIES, THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH IS INDEMNITY BY THE RESIDENT(S) TO INDEMNIFY AND PROTECT THE ASSOCIATION AND ITS ENTITIES FROM THE CONSEQUENCES OF THE RESIDENT'S OWN NEGLIGENCE, AND THE ASSOCIATION AND ITS ENTITIES' NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE CAUSE, OR A JOINT OR CONCURRING CAUSE OF THE INJURY OR DAMAGES. ALL AREAS BELOW MUST BE INITIALED PRIOR TO THE ISSUANCE OF THE KEY FOB:

I/We hereby acknowledge at all times that this is a swim-at-your-own risk pool facility WITHOUT A LIFEGUARD ON DUTY. An adult (over the age of 18) must accompany all children under the age of fifteen (15) at the Amenity Facilities. \_\_\_\_\_

I/We hereby acknowledge I/we have received read and fully understand the Bridgeberry Amenity Rules and Regulations hereby accept them and agree to abide by them. \_\_\_\_\_

I/We hereby acknowledge that failure to abide by the terms of the Bridgeberry Amenity Rules and Regulations will result in suspension of amenity facility privileges for a term to be determined by the Association. I/we hereby accept all responsibility for any family member(s), tenants, and guest(s) using the amenity facilities. I/We hereby acknowledge amenity facility access will not be granted if my account is not in good standing. \_\_\_\_\_

\_\_\_\_\_  
Resident's Last Name, First Name (Printed)

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Resident's Last Name, First Name (Printed)

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Resident's Signature

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Resident's Signature

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Date Waiver Signed

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Date Waiver Signed

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Witness's Last Name, First Name (Printed)

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Witness's Last Name, First Name (Printed)

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Witness's Signature

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Witness's Signature