

REGENT PARK COMMUNITY OWNER'S ASSOCIATION AGREEMENT AND WAIVER FOR AMENITIES ACCESS AND BAMBOUROGH DR. GATE ACCESS CARDS

I have received and read this Regent Park Community Owner's Association Amenity and Bamborough Dr. Gate Agreement (the "Agreement") and the following Regent Park Community Owner's Association documents:

1. Regent Park Pool Rules
2. SC DHEC Rules
3. Tennis Court Rules
4. Access Cards Rules
5. Waiver

I acknowledge that I understand the contents of these documents. I agree that this Agreement and The Rules shall be applicable to myself, all members/residents of my household, all tenants of my property, and any and all guests or invitees (hereinafter referred to collectively as "Member" or "Members", as the context requires).

Member hereby agrees to the terms of this Agreement and the Rules by signature below.

Printed Name

Signature

Property Address

Email address

Telephone

Name of members of household

Name of members of household

Name of members of household

Name of members of household

Name of members of household

Name of members of household

Name of members of household

Name of members of household

REGENT PARK POOL RULES

POOL RULES

1. All patrons must check in with gate attendant.
2. Only two guests per resident are permitted at the pool.
3. Residents may not be the guest of other residents at the pool.
4. Patrons under the age of 18 may not bring other residents to the pool.
5. Patrons under the age of 14 must have adult supervision while at the pool.
6. No smoking or alcoholic beverages allowed in the pool area.
7. No flotation devices over 3 feet in length allowed.
8. Elasticized rubber/plastic pants must be worn over diapers in the pool.
9. No Running.
10. No Boisterous or Rough Play.
11. No Diving allowed in areas of the pool less than 5 ft. deep or in the pools not approved for diving.
12. Children should not use swimming pool without supervision.
13. Adult should not swim alone.
14. No one under the influence of alcohol or drugs should use the pool.
15. No person with skin, eye, ear or nasal infections allowed in the pool.
16. No persons with communicable disease allowed in the pool.
17. No animals or pets allowed in the pool or on the deck.
18. No glass allowed in the pool or on the deck.
19. All persons using the pool do so at their own risk.
20. Owners and management not responsible for accidents or injuries.
21. Pool is for private use. Members and guests only.
22. Management reserved the right to deny use of the pool to anyone at any time.
23. Persons refusing to obey the pool rules are subject to removal from the pool area.

SC DHEC POOL RULES

1. There shall be no solo swimming.
2. There shall be no running, boisterous or rough play.
3. No person under the influence of alcohol or drugs shall use the pool.
4. There shall be no spitting or blowing nose in pool.
5. Persons with diarrhea illness or nausea shall not enter the pool.

6. No person with skin, eye, ear or respiratory infections shall enter the pool.
7. Persons with open lesions or wounds shall not enter the pool.
8. No animals or pets allowed in the pool enclosure area.
9. No glass allowed in the pool or on the deck.
10. No children shall use the swimming pool without adult supervision.
11. You should take a shower before entering the pool.
12. The pool is open from 10:00am to 8:00pm.

REGENT PARK TENNIS COURT RULES

1. Tennis Court facilities are for the sole use of residents and their guests.
2. Residents must have in their possession both an access card and a valid photo ID reflecting a Regent Park home address and must provide such ID if requested. Resident without such ID will be subject to removal from the premises.
3. Each adult resident may bring two adult non-resident guests to the tennis courts.
4. Guests must have in their possession a valid photo ID reflecting a home address that is NOT in Regent Park and must provide such ID if requested. Guests without such ID will be subject to removal from the premises.
5. Residents may not be the guests of other residents at the tennis court area.
6. Residents are responsible to accompany and supervise their guests and children at all times.
7. Children 12 and younger must be accompanied and supervised by an adult at all times in the tennis court area.

8. Residents and their guests use the facilities at their own risk.
9. Proper court behavior, attire and shoes are required on the tennis courts.
10. Players are responsible to leave the courts presentable and remove all personal equipment and trash from the area.
11. Residents and guests will limit play to one (1) hour when others are waiting to play.
12. No smoking or alcoholic beverages allowed in tennis court area.
13. Tennis Courts are to be used exclusively for tennis. No other non-tennis types of sporting equipment, bikes or roller blades are permitted in the tennis courts.
14. No audio equipment or glass containers permitted in the tennis court area.
15. Residents or guests creating an unsafe condition or disturbance are subject to removal from the premises and subject to having their privileges revoked.
16. Hours of Tennis Court operation are 8:00am to 10:00pm daily. Court lights will automatically turn off at 9:59pm.

ACCESS CARDS

1. Request for access cards should be emailed to smyrick@wmdouglas.com. The agreement will be returned and must be executed by the Member/tenant prior to pass being issued.
2. Addresses will be provided two (2) access card at no cost. Members may purchase no more than three (3) additional or replacement cards at a cost of twenty-five dollars (\$25) per card. Requests for additional or replacement cards must be in writing and payment by check or money order must accompany the request. All additional cards will be mailed to the property address once processed.
3. Access cards are issued to the property address, and not to the homeowner or tenant. It is the responsibility of the homeowner to transfer any and all access cards to the new owner in the event of sale. Homeowners should provide thirty (30) day's notice advising of sale of home and provide new owner name and contact information. Access cards are for the Member's use and are not to be shared, sold or lent to or with others not living in the Member's residence. The Association cannot be held responsible for lost, stolen, damaged or discarded access cards.
4. Member understands and agrees that the privilege to use any amenity may be denied and the access card deactivated because of non-payment of assessments, existing, unresolved violations of the Restated and Amended Declaration of Covenants, Conditions, Restrictions and Limitations and Provisions for Membership in Regent Park Community Owner's Association, or violation of this Agreement of Rules.

WAIVER AND RELEASE

1. Member hereby agrees to defend and hold harmless Regent Park Community Owner's Association ("Association"), and its managing agent, as well as from and against any claim, demand, cause of action, or liability arising out of the Members' use of the Amenities.
2. I assume all risks of personal injury, death or property loss resulting from any cause whatsoever. I understand that it is my responsibility to follow all the rules and regulations, and my responsibility to stay away from hazards. I accept full responsibility for injury, death, property damage or injury inflicted on others. I agree to give up and make no claim against the Association, its officers, directors, agents or employees for any injury to myself or others, death or property damage, regardless of cause, including alleged negligence or fault. I agree that my signature on this Waiver and Release confirms absolutely my agreement to be bound by these terms and others posted.
3. This Release is intended to discharge, in advance, the Association and its officers, directors and agents, from any and all liability arising out of or connected in any way with my participation in use of the swimming area without monitoring or lifeguards, even though that liability may arise out of negligence or carelessness on the part of the Association.
4. I further understand that a serious accident/injury can occur while using the Amenities. Knowing the risks, my use of the Amenities is voluntary, and I hereby assume those risks, and to release and hold harmless the Association and its officers, directors and agents, who might otherwise be liable to me or my heirs or assigns for damages. I further understand and agree that this release, discharge, waiver and assumption of risk is to be binding on my heirs, executors, administrators and assigns. I further agree to indemnify and hold harmless the Association and its officers, directors and agents, from any loss, liability, damage, cost or expense, which they may incur as a result of any injury or property damage I may sustain by my use of the Amenities without monitoring.
5. I have read this general waiver and liability release for use of the Amenities, and understand that I give up substantial rights by signing it and I sign voluntarily.

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature