



SAGECLIFFE
— RESORT & SPA —
WASHINGTON STATE

Homeowner Membership Program Rules & Regulations

Updated June 13, 2022

SECTION I GENERAL RULES

1. FACILITIES

- A. Where applicable, the term “Homeowners” herein shall also apply to any relative, guest or invitee of Homeowners. Homeowners are responsible for communicating these rules and regulations to all guests.
- B. The undersigned Homeowner(s) acknowledges and agrees that he or she has chosen to enter the premises, participate in the activities and/or engage the services (hereafter “Activities”) provided by Sagecliffe Resort & Spa (hereafter “Sagecliffe”), including but not limited to: pool, spa, gym, equipment rentals and hiking trails. Homeowner further acknowledges and understands that any Activities he/she engages in are at his/her sole choice and discretion. Homeowner releases, forever discharges, defends, indemnifies, and holds harmless Sagecliffe and its affiliates, insurers, owners, partners, members, employees, agents and/or independent contractors, from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Activities at Sagecliffe, including any Activities by a Homeowner’s guest. Homeowner understands and acknowledges that this release discharges Sagecliffe from any liability or claim that the Homeowner may have against Sagecliffe with respect to bodily injury, personal injury, illness, death, and/or property damage that may result from my Activities at Sagecliffe, whether caused by the negligence of Sagecliffe or otherwise. Homeowner hereby releases and forever discharges Sagecliffe from any claim whatsoever which arises or may hereafter arise on account of any first aid treatment or other medical services rendered in connection with Activities at Sagecliffe.
- C. Sagecliffe and its facilities shall be open on the days and during the hours established from time to time by Sagecliffe management. Alterations to scheduled dining, pool schedule and events will be communicated to Homeowners via online communications as promptly as possible, or posted at the front desk.
- D. Possession of firearms or any other weapon is not allowed on Sagecliffe property.
- E. Homeowners using voice communication on their cell phone while dining are asked to show courtesy to others and exit the dining/bar area for the length of the call. Other electronic device communications and applications are permitted in silent mode only.
- F. Smoking is prohibited inside all Sagecliffe facilities at all times.
 - 1. It is also prohibited in all outdoor covered spaces of all facilities.
 - 2. Smoking is also prohibited in open spaces adjacent to an area where food is being consumed or being served. It is understood by all Homeowners and their guests that smoking will not be done in any area where the smoke may be blown toward and reach people who are consuming food.
 - 3. It is also expected that if a Sagecliffe Homeowner or their guests are asked to refrain from smoking, they will comply.

Homeowner Initials _____

4. Smoking is also prohibited in the Spa, Pool and Gym areas.
- G. No performance by entertainers will be permitted on the property of Sagecliffe without the permission of Sagecliffe.
- H. No outside alcohol is permitted on any portion of Sagecliffe property, including hiking trails, gym, spa, and restaurant. Drinking alcohol while driving, biking, hiking or any other outdoor activity is expressly prohibited and violators are subject to legal action.
- I. No swimming in any lake or pond on Sagecliffe property. Swimming in the Columbia River is at your own risk and this area is not owned or patrolled by Sagecliffe.

2. FOOD & BEVERAGE

A. Dining Reservations and Cancellations

1. Dining reservations may be required from time to time, as determined by Sagecliffe.
2. During times when reservations in the dining rooms of Sagecliffe are not required, tables will be assigned on a first-come, first-served basis.
3. Duplication of dining reservations is prohibited.
4. Reservation procedures may be altered from time to time as determined necessary by management.

B. General Food and Beverage Rules

1. All food and beverages consumed in Sagecliffe houses, pool, and other designated areas, must be provided by Sagecliffe or approved by Sagecliffe Management. No personal coolers or other food storage containers are allowed at pool facilities.
2. With the exception of handicap services, Homeowners are prohibited from requesting special personal services from the employees of Sagecliffe who are on duty.
3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the premises during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Washington. Absolutely no outside alcohol allowed.
4. Children under twelve years of age are not allowed on Sagecliffe property unless accompanied by an adult.

C. SAGECLIFFE FUNCTIONS AND ACTIVITIES

1. Sagecliffe wishes to encourage the use of Sagecliffe facilities by Homeowners for private functions. Homeowners are required to submit their requests with Sagecliffe no less than two weeks prior to the event. To ensure that the request does not inordinately impact services

Homeowner Initials _____

regularly available to others, the request shall include alternative dates and times. Cancellation of reservations for activities may be made before the specified deadline without penalty. However, after that time, charges will be made except in emergencies as determined at the sole and absolute discretion of the Sagecliffe management.

2. Reservations for banquets should be made at least three weeks in advance. A non-refundable deposit may be required for a banquet reservation.
3. Private parties are not permitted on the property unless prior approval is obtained from Sagecliffe Management.

3. PERSONAL CONDUCT

- A. Homeowners observing others who may be violating Sagecliffe rules or policies should report the infraction to management or call security but should not directly confront the offender.
- B. It is unacceptable for any Homeowner or guest to abuse any Sagecliffe employees, other Homeowners, or guests, verbally or otherwise. All service employees of Sagecliffe are under the ultimate supervision of Sagecliffe and no Homeowner or guest shall reprimand or discipline any employee or send any employee off the premises of Sagecliffe for any reason. Any employee not rendering courteous and prompt service should be reported to Sagecliffe Management immediately.
- C. Loss or Destruction of Property or Instances of Personal Injury
 1. Each Homeowner, as a condition of Homeowner membership in the Homeowner Homeowner membership Program and each guest as a condition of invitation to the premises of Sagecliffe, assumes sole responsibility for his or her property. Sagecliffe and the operator of Sagecliffe facilities shall not be responsible for any loss or damage to any private property used or stored on the premises of Sagecliffe .
 2. No person shall remove from the room in which it is placed or from Sagecliffe premises any property or furniture belonging to Sagecliffe without authorization by Management. Each Homeowner shall be liable for any property damage and/or personal injury caused or incurred at Sagecliffe, or at any activity or function operated, organized, arranged or sponsored by Sagecliffe , caused by the Homeowner, any guest or any family of the Homeowner. The cost of damages shall be charged to the Homeowner's Sagecliffe account, credit card on file, and/or billed directly to the Homeowner.
 3. In addition to seeking restitution for damages to Sagecliffe property, instances of willful or malicious damage, destruction or theft of Sagecliffe property will be prosecuted as allowed by the laws of the state of Washington and will be referred to Management for disciplinary action which may result in suspension or termination of Sagecliffe Homeowner membership.

Homeowner Initials _____

- D. Any Homeowner, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by Sagecliffe, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Sagecliffe, either on or off Sagecliffe 's premises, shall do so at his or her own risk. Sagecliffe, its affiliates, the operator of Sagecliffe facilities and all of their directors, officers, employees, representatives and agents shall be held harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of Sagecliffe and its affiliates, the operator of Sagecliffe facilities or any of their directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of the Homeowner.

4. DISCIPLINE

- A. A Homeowner, family member of Homeowner or guest may be warned, reprimanded, fined, suspended or expelled from Sagecliffe for reasons including, but not limited to the following:
1. Failure to abide by these Rules and Regulations as set forth for activities or use of Sagecliffe facilities;
 2. Submittal of false information on the application for Homeowner Membership, the application for guest or lessee privileges or false personal identification;
 3. Exhibits unsatisfactory behavior, conduct or appearance;
 4. Fails to pay any amount owed to Sagecliffe in a proper or timely manner;
 5. Treats a Homeowner, personnel or employees of Sagecliffe in a disrespectful, disparaging or abusive manner;
 6. Willfully or maliciously damages or destroys Sagecliffe property;
 7. Participates in theft of Sagecliffe services or property.
- B. Disciplinary Actions:
1. Sagecliffe may at any time, and from time to time, restrict or suspend, for cause or causes described in the preceding paragraph any Homeowners right to use any or all of Sagecliffe facilities or services. No Homeowner shall on account of any restriction or suspension of Homeowner membership privileges be entitled to a refund of any Homeowner Membership Fee or any other fees or assessments. During the restricted or suspended period, dues, fees, assessments, and other charges (as applicable) shall continue to be invoiced and paid monthly and shall be paid in full prior to reinstatement as a Homeowner in good standing.
 2. In addition to suspension of Sagecliffe privileges, it is the position of Sagecliffe to take legal action allowed according to Washington State law when offenses violate the law, including

Homeowner Initials _____

but not limited to vandalism, theft, or assault.

3. Violation of any of the Rules as stated herein or conduct deemed prejudicial to the best interest of Sagecliffe will be subject to disciplinary action.

5. COMMUNICATIONS

- A. Communications to Homeowners shall be in electronic form to the degree possible. Homeowners who desire written materials and communications must so inform Sagecliffe.
- B. Each Homeowner shall be responsible for filing with Sagecliffe Management, on a form provided, his or her mailing address, telephone contacts and email addresses and any changes thereto, to which the Homeowner wishes all notices and invoices of Sagecliffe to be sent. Homeowners are responsible for keeping these records current.
- C. A Homeowner shall be held to have received written mailings from Sagecliffe ten days after they have been mailed to the address on file with Sagecliffe .
- D. Media inquiries are to be forwarded to the Sagecliffe Management via email at info@sagecliffesort.com. Homeowners are not authorized to speak to or respond to the media on behalf of Sagecliffe unless specifically authorized to do so.

6. STANDARDS FOR HOMEOWNER AND GUEST ATTIRE

Spa/Gym

- Exercise attire, in good taste, specifically designed for fitness workouts. Attire should be clean, without holes, large buttons, belt buckles, political or offensive slogans or graphics. Workout clothing must not allow underwear to be visible.
- Graphics on visible attire and personal effects is allowed, but must be tasteful with no discriminatory, offensive, political, or inflammatory language.
- Closed toe shoes are required unless participating in classes where shoe removal is permitted, or at pool and in locker rooms.

Pool

- All Homeowners and their guests must check into the pool at the front desk.
- All Homeowners and their guests must wear appropriate attire. Thong style swim wear or other garments not designed for swimming are not permitted.
- Graphics on visible attire and personal effects is allowed, but must be tasteful with no discriminatory, offensive, political, or inflammatory language.

Homeowner Initials _____

- Swimsuits are required in the pool area.
- Children under three years old and children three years old or older who are not toilet trained, must wear approved swim diapers and an additional rubberized diaper cover in the pool. Failure to follow this requirement resulting in a fecal matter incident will result in a \$300 fine.

Hiking

- The resort is located in a desert climate with fluctuations in temperature (sometimes extreme), high winds, snow and other elements. Homeowners and guests utilizing the resort hiking trails should dress accordingly with appropriate protection from the elements, comfortable, closed-toe shoes, etc.

SECTION II HOMEOWNER MEMBERSHIP REGULATIONS

1. Homeowner Membership Account Number

- A Homeowner Membership Account with a Sagecliffe account number will be generated upon payment of the Initial Membership Fee by the Homeowner.
- A Homeowner Membership Account may not be used by any person other than the person to whom it is issued or any Sagecliffe-approved guests.

2. Pets

- Homeowners and their guests must observe all pet rules while on Sagecliffe property, including leash laws, cleaning up after their pets and not bringing pets into areas where pets are expressly prohibited (i.e. pool, spa, restaurant, etc.).
- Pets over 30 pounds are not permitted on Sagecliffe property. Homeowners are responsible for communicating these requirements to all of their guests.

3. Guest Policy-APPLIES TO ALL GUESTS OF SAGECLIFFE

- Guests of Homeowners may be extended guest privileges subject to all applicable guest fees and rules and regulations established by Sagecliffe Management.
- Guest access privileges are required to be consistent with the amenities defined by the sponsoring Homeowner's membership.
- Sagecliffe reserves the right to limit or deny guest privileges for reasons considered sufficient by Sagecliffe at its discretion.
- Guests are subject to guest fees and will be required to observe all rules and regulations of Sagecliffe including the proper dress code for the various facilities.
- The sponsoring Homeowner shall be responsible for all Sagecliffe charges incurred by their

Homeowner Initials _____

guest(s).

3. Homeowner Charges

- A. In the event Sagecliffe receives a judgment against any Homeowner resulting from legal action to collect a past due account, or to enforce any other liability of any Homeowner to Sagecliffe, the Homeowner shall be liable for all costs and expenses of such legal action. This liability will include reasonable attorneys' fees, as well as any costs and fees incurred in connection with appellate proceedings. In the event of delinquency, Homeowner membership suspension or expulsion proceedings may proceed at the discretion of Sagecliffe.

4. Terminations

- A. Voluntary Termination: A Homeowner may resign a Homeowner Membership in Sagecliffe by delivering to Sagecliffe Management, written notice of termination. Any membership fee(s) paid through the date of termination are non-refundable. The Homeowner and the Homeowner's spouse shall remain liable for any amounts unpaid on the Homeowner's Sagecliffe account and dues, assessments and other fees or amounts owed to Sagecliffe until the end of the membership term. Any pre-paid daily passes will be honored or refunded, at the option of Sagecliffe.

- B. Involuntary Termination

- 1. A Homeowner membership may be terminated by expulsion for cause, or at the discretion of Sagecliffe Management. In the event of a termination of the membership for any reason other than for causes, Sagecliffe will refund the homeowner membership fee, on a pro-rated, annual basis. Any homeowner membership fees become non-refundable in the event of a termination for cause by Sagecliffe.
- 2. In addition to termination of Sagecliffe Homeowner membership, it will be the position of Sagecliffe to take legal action as allowed according to the laws of the State of Washington when offenses violate the law, including but not limited to vandalism, theft or assault.
- 3. When the Homeowner membership is terminated by expulsion/for cause, the Homeowner, spouse, or significant other remains responsible for all previous and current financial obligations to Sagecliffe.

5. Amendments to the Rules and Regulations

Sagecliffe reserves the right from time to time to amend or modify any and all Rules and Regulations. A copy of the most current version of these Rules and Regulations is made available at the front desk for Homeowner review or can be provided by email via written request.

Homeowner Initials _____

SECTION V

GYM AND SPA RULES & REGULATIONS

- All Homeowners and guests must check-in when using the Sagecliffe Gym and Spa and must also register for specific programs and/or classes, if applicable.
- All Homeowners' guests are subject to Sagecliffe's guest policies and will be charged applicable fees for guests to use Sagecliffe's facilities. Daily guest passes can be purchased at the front desk and pricing is subject to change from time to time as set forth on the price list posted at the front desk.
- Youth nine years and under are not allowed in the fitness center workout area. Children over 10 years old may use equipment (strength and cardio) only with a parent or adult 18 years or older supervision.
- Smoking is not permitted in the Gym, Pool or Spa.
- Closed toe shoes are required in the exercise room. No dress shoes or flip flops will be permitted.
- Prior to initiating any new fitness program, please see your physician for approval and possible limitations.
- Proper use of equipment while training, i.e. replace weights, wipe down equipment, remove used small equipment is required.
- 30-minute time limits on cardio equipment may be enforced at peak times.
- Homeowner cell phone conversations and "speak to text" messaging are not permitted in any exercise room or locker room. Please step to the lobby or a hallway to converse over the phone. Emails and texting are permitted in exercise room. Phones must be kept on silent at all times.
- Homeowners and guests are not allowed to take pictures or record videos in locker rooms or rest rooms.
- All spa service cancellations are to be made according to the spa rules and regulations posted at the Spa before scheduled service to avoid the full charge.
- Proper exercise attire, in good taste, specifically designed for fitness workouts is required.
- Graphics on visible attire and personal effects are allowed, but must be tasteful with no discriminatory, offensive, political, or inflammatory language.

Homeowner Initials _____

SECTION VI POOL RULES & REGULATIONS

- All Homeowners and their guests must check into the Pool at the front desk.
- Persons who have infectious communicable diseases, open sores or cuts are not permitted in the pool or spa.
- Subject to Sagecliffe 's Guest Policies, daily guest passes can be purchased at the front desk.
- All Homeowners and guests will be given a notice regarding any rule infractions. After notice has been communicated and the individual continues to violate the rules, the individual will be asked to leave. Please note that a Homeowner or guest may be asked to leave with no prior notice if the behavior in some way endangers others or directly interferes with the lifeguard's or concierge's primary duties.
- Pool staff may close all or any part of the pool without notice for maintenance, weather conditions, swim meets, classes, or safety concerns.
- It is required that all swimmers take a shower before entering pool or spa and encouraged to take a shower upon exiting the pool.
- Inclement Weather Policy: Closure and re-opening of pool is at the sole judgment of the pool staff.
- Youth under the age of 10 must be supervised by a parent or guardian at all times. A guardian must be at least 18 years old.
- Chaises or chairs cannot be reserved. Items left unattended for more than 30 minutes will be removed.
- No running, pushing, rough play or boisterous behavior is permitted in the pool area or bathrooms. Chicken fighting (sitting or standing on shoulders) is prohibited. Games may not include running or pushing on the deck of the pool.
- Children five years of age or younger must be accompanied by an adult while using the restroom facilities.
- Adult or child patrons requiring diapers are prohibited from entering the pool without waterproof diapers and an additional rubberized diaper cover in all pool. Failure to follow this requirement resulting in a fecal matter incident will result in a \$300 fine.
- Large inflatables including rafts and boogie boards are not allowed in the pool areas except for Sagecliffe sponsored special events. Use of all flotation aids and devices are at the discretion of the pool staff.

Homeowner Initials _____

- Throwing of beach balls and other soft and light throwable balls will be allowed at the discretion of pool staff. There will be no throwing of tennis balls, golf balls, footballs, or any other hard balls.
- No glass containers, coolers or outside food and drink is permitted in any of the pool areas, including outside alcoholic beverages.
- Pets are not allowed in the pool area.
- Spitting or spouting of water in the pool or pool area is prohibited.
- Radios and computers must be used with headphones.
- Homeowners and guests are required to step away from the occupied areas at the pool when receiving or making calls on personal communication devices.
- Bicycles and skateboards are not allowed in the pool area.
- Smoking is prohibited in all pool areas.
- All pool goers must wear appropriate attire. “Cut-off” pants, athletic shorts, thong style swim wear or other garments not designed for swimming are not permitted.

SECTION VII

BIKE RENTAL RULES

- Bicycles and/or other rental equipment is rented out in clean and in proper working condition and must be returned in the same manner.
- Homeowner shall be financially responsible for repair or replacement of all Sagecliffe equipment. Damaged parts or components will be repaired/ replaced at Sagecliffe’s discretion and the Homeowner will be charged the full retail value of any bicycle/rental equipment that is lost or damaged. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, damaged frames, handlebars, seat, straps, or other parts.
- Helmets must be worn at all times.
- Homeowners and their guests understand that this activity may result in severe injury, including but not limited to spinal or head injury.
- There are no bicycle lanes at the Sagecliffe property or in the surrounding areas.
- Consumption of alcohol/drugs or operating a Sagecliffe bicycle under the influence of drugs or alcohol is expressly prohibited.
- Bikes are not to be taken onto the main road and can only be used inside the Sagecliffe resort and winery property.

SECTION X_

Homeowner Initials _____

HIKING TRAIL RULES

- Guests and homeowners have been fully informed of the inherent hazards and risks associated with hiking, transportation of equipment related to the activities, and traveling to and from activity sites.
- Please be aware that Sagecliffe is located in a living desert. As such there are rattlesnakes, scorpions, spiders, desert creatures on or near property. Please do not touch or pickup any wild creatures and notify staff immediately if any are encountered.
- Inherent hazards and risks include but are not limited to: 1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death. 2. Falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death. 3. All "act of nature," including but not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and other weather conditions. 4. Risks associated with crossing, climbing or down-climbing of rock, snow and/or ice. 5. Possible equipment failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned. 5. Your own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of including but not limited to operator failure. 6. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration. 7. Attack by or encounter with insects, reptiles, and/or animals. 8. Accidents or illness occurring in remote places where there are no available medical facilities. 9. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
- No alcohol permitted outside or on any hiking trail. Ensure that you have proper hydration and are in good health prior to using hiking trails.
- Proper attire and shoes must be worn at all times, including proper sun/wind/snow/rain protection.
- No rock climbing, cliff jumping or other inherently dangerous activities are permitted on the hiking trails.

I HAVE CAREFULLY READ AND UNDERSTAND THESE RULES AND REGULATIONS IN THEIR ENTIRITY. I AM AWARE THIS THESE RULES AND REGULATIONS CONTAIN AN ASSUMPTION OF RISK AND LIABILITY WAIVER AND THAT I AM RESPONSIBLE FOR ANY VIOLATION OF THESE RULES BY ANY OF MY GUESTS.

Homeowner Print Name _____

Signature _____

Homeowner Initials _____