

MEADOWOOD NAPA VALLEY

RULES AND REGULATIONS

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PREAMBLE

These Rules and Regulations for Meadowood Napa Valley (the "Club") are intended to be a guide to the use of the Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests, resort guests and all other persons using the Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste and common courtesies. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, Meadowood Resort, LLC (the "Company"), doing business as the Club, shall have the right to take such action and shall have such rights. Capitalized terms that are not defined in these Rules and Regulations shall have the meanings set forth in the Membership Plan.

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs or planned events.
3. Performance by entertainers will be permitted on the Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the Facilities or other designated areas of the Club only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.

9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute or disclose the roster to anyone other than a member.

10. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

12. Members may not bring dogs or other pets (with the exception of those assisting persons with disabilities) to the Facilities, unless otherwise determined by the Club in its sole and absolute discretion. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Director of Membership or General Manager.

14. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

15. Members may not make any negative comments about Club staff or Club members on social media or email blasts.

16. Exceeding the posted speed limits on Meadowood Lane, Meadowood Road or Club property is strictly forbidden. Neglect of this rule may result in the suspension of membership privileges.

17. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

18. Smoking is not permitted indoors in any of the Facilities or pool areas. Smoking is permitted outdoors only in designated areas. Use of tobacco products is prohibited within the entire fenced pool and lawn area.

19. Please use proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Facilities. We request that all cell phones be kept on silent mode while on the Club's premises. If you are in a public area, such as a dining venue, the pool or the spa, kindly step outside the room or gate to take a call. Texting is permitted.

20. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

21. Firearms and all other weapons of any kind are not permitted on Club property at any time.

22. Use of the Facilities may be restricted or reserved from time to time by the Club.

23. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

24. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

25. The Club's policy prohibits unlawful discrimination based upon race, color, national origin or ancestry, gender (including gender identity and gender expression), genetic information, religion (including dress and grooming practices), age, marital status, physical or mental disability, veteran status, legally protected medical condition and information, sexual orientation, pregnancy, or any other consideration made unlawful by federal, state or local laws.

26. The Club operates in full compliance with the Americans with Disabilities Act. Accommodations are available for services for members and guests with disabilities upon request.

MEMBERSHIP CARDS

1. The Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children falling within the immediate family definition to the extent that they may use the Club Facilities unaccompanied by an adult. Members and their families must have their membership cards with them at all times while using the Facilities.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions.

4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

5. In the event of a lost or stolen membership card, the Director of Membership must be notified immediately. The member's club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card

replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.

6. Members are asked to affix the Meadowood auto stickers to the lower left hand corner of the inside of their windshields. Additional stickers are available at the Gatehouse or at the Director of Membership's office.

7. Your membership card should be presented to receive service at any reciprocal club.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.

2. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time.

3. Members have the option of having dues, fees and other charges billed to their credit or debit card on file with the Club, or billed directly to their club account, as provided for in the Membership Purchase Agreement. Such charges will be billed on a monthly basis and members will receive an electronic or written statement of their charges. All members agree to pay directly to the Club any amounts not paid by the credit or debit card company within 10 days of receipt of written notice from the Club.

4. All food, beverage, merchandise and services of the Club charged to the member's club account will be billed monthly and each member's club account shall be due and payable upon receipt of the monthly statement. The Club may require food and beverage minimums, in its discretion, which the Club may charge to the member's club account if the member does not charge such amount during each period.

5. All members who elect to have dues, fees and charges billed to their club account shall nonetheless provide the Club with one credit or debit card to which the member authorizes the Club to charge dues, fees and charges in the event that the member does not pay outstanding amounts due on his or her club account, when due, and the member shall substitute such credit or debit card with another credit card when it expires.

6. All dues shall be owed and due on the first day of the month for the ensuing month. Charges, if any, accumulated during the month shall be invoiced together with the dues for the succeeding month. Dues and charges so invoiced shall be payable not later than the 15th day of the month. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

7. If a member fails to pay any club account within 30 days of when it is first billed (or 10 days of when it is first billed if the delinquent amount is \$3,000 or more), the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Dues shall continue to accrue during the period of suspension and the member shall not be entitled to any refund of dues. Continued delinquency for a period of 90 days from the date a club account is first billed or repeated incidents of delinquency by a member may result in expulsion from the Club.

8. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

9. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

GRATUITIES

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales at Pool Area/Pool Terrace Café/Bar, In-Room Dining (Private Dining) and at the Chef's Counter in The Restaurant at Meadowood. A member may increase or decrease the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

2. Cash tipping is permitted by members of the Club.

CONTACT INFORMATION

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the mailing or email address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Director of Membership may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

3. The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Director of Membership. Errors in billing charges should be directed to the attention of the Accounting Department.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Facilities and for the payment of any charges not paid by individuals attending the private function.

4. Special events and functions may be scheduled from time to time at the discretion of the Club.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.

2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct (whether or not at the Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, (vii) conviction of a

felony (member or spouse), (viii) making disparaging remarks about the Club to anyone other than the Director of Membership, or (ix) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club unless the Club determines that allowing privileges during such period poses a danger to other Club members. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any Membership Initiation Fees, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. The membership of any member who has been expelled hereunder shall not be entitled to a refund of Membership Initiation Fees or membership dues, provided that in the case of a membership that was issued within five (5) years of the expulsion, the Company will refund a percentage of the Membership Initiation Fee paid by the Member based on the number of years that elapsed from the date that the Membership was issued to the date of the expulsion, as follows: (i) one year or less: 90%; (ii) two years or less (but more than one year): 80%; (iii) three years or less (but more than two years): 70%; (iv) four years or less (but more than three years): 60%; and (v) five years or less (but more than four years): 50%. After a member has been a member of the Club for five (5) years or more, the member will not be entitled to any refund of the Membership Initiation Fee after expulsion.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. Any member, family member, 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 the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, any manager of the Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of any Club committee (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties, unless caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible.

2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.

4. Reservations for dining will be held for only 15 minutes after the reserved time.

5. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

6. Members are requested the courtesy of cancelling their reservations at any venue or appointments as soon as possible to allow other members the opportunity to reserve such time.

7. The following reservation cancellation and "no show" policy applies to dining facilities. At The Forum and Pool Terrace Cafe, the courtesy of providing notice of necessary changes or cancellations is requested no later than two (2) hours prior to the reservation time on the day involved.

8. The following cancellation applies to reservations at all facilities other than dining or lodging facilities, including but not limited to tennis court times, spa appointments and appointments for lessons. (See "Lodging" rules for the Lodging cancellation policy.) Members must cancel reservations 24 hours in advance. A member who fails to show up for a reservation or who fails to cancel a reservation 24 hours in advance will be charged the full fee (i.e. full golf fee, court fee, treatment price, etc.).

CHILDREN

1. Children under 12 years of age are not allowed at the Facilities unless accompanied and supervised by an adult. Children ages 12, 13, 14 or 15 are not allowed at the Facilities unless (i) accompanied and supervised by an adult, or (ii) they have completed the certification program established by the applicable department and are at the Club pursuant to an organized Club program. The certification policy for each department may be obtained at each venue. Children over the age of 16 are allowed at the Facilities unaccompanied by an adult, provided that the Club may require a parent's consent for their children over the age of 16 to participate in certain activities unaccompanied by an adult.

2. Children under the lawful drinking age are permitted to enjoy bar seating at the Terrace Café bar and Forum bar only when accompanied by a parent or guardian, and at the discretion of the outlet manager.

3. Members are responsible for the conduct and safety of their children and their guest's children when enjoying the Facilities.

4. Children of members who are employed at facilities other than the pool may only frequent the facility gym and pools on days they are not scheduled to work. Children of members who are employed at the pool may not use the pool facilities at any time during their employment. When using the facilities, staff members (including children of members) are expected to conduct themselves with appropriate behavior as described in this Meadowood Staff Member Handbook.

ATTIRE

General Attire - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress

requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Facilities, other than in the locker rooms and at the swimming facilities. Bathing suits may only be worn in the pool areas. All other Facilities require appropriate cover-ups.

Tennis Attire – Proper tennis attire as determined by the pro shop is required at all times. Colors are permitted. Examples of attire not permitted are: tee-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, bermudas, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole discretion.

1. No Member shall be allowed to sell or exchange guest privileges for profit, regardless of whether the payment is direct or indirect, in cash or in kind. Without limiting the generality of the foregoing, a member's guests shall be limited to friends and family. Guest privileges, including guest passes, may not be used for anyone who rents a member's home on a long term or short term basis.

2. A member is limited to 40 guest days per Membership Year. Each individual guest who uses the Facilities for any part of the day counts as one guest day. For example, if a member arranges for a family of four to use the Facilities on one day, those four guests count as four guest days. If a member arranges for a couple to have a guest pass for seven days, 14 guest days will be deducted from the member's 40 allowed guest days.

3. A member may not have more than six guests use the Facilities on any one day. The Club reserves the right to further limit the number of guests that a member may sponsor on a given day or prohibit guests on a particular day, such as on holidays or days of peak member usage with the exception of the dining facilities with advance reservations and the approval of the outlet manager.

4. All day guests must be accompanied by the sponsoring member while using the Facilities unless the Club issues a guest pass to a member's guest pursuant to the "Guest Pass" rules below and guest pass policies.

5. A particular person may use the Facilities as a guest up to five times for a total of fourteen days each Membership Year, regardless of sponsoring member(s). Use of the Facilities over more than one day pursuant to a single guest pass shall count as one time pursuant to this limitation.

6. A particular individual using the Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each

guest. Guests will be charged guest fees for use of the Facilities as determined from time to time by the Club.

7. Guests will be entitled to use the Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees. Daily fee schedules are posted at each sport and spa venue.

8. Guest fees and charges (other than guest lodging charges) will be charged against the sponsoring member's club account or credit card.

9. Guests are required to adhere to the rules of conduct governing all members. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

GUEST PASSES

1. Subject to the rules set forth below, temporary guest passes are available for use by (i) members' children, grandchildren and parents and (ii) subject to the approval of the Club, members' friends and other family members.

2. Guests with temporary guest passes are permitted to use the Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Club from time to time. The sponsoring member does not have to give up membership rights for the period of the guest pass.

3. Guests must be registered by the sponsoring member with the Director of Membership, prior to the arrival of the guests, in order for the guest to obtain a guest pass. Application forms requesting guest passes may be obtained from the Membership Office. To provide a guest pass for a guest, the sponsoring member must initiate the application for guest pass at least five business days prior to the first day of the guest pass.

4. The Club reserves the right to limit the number of days that any person may be issued a guest pass for any single period or during any Membership Year.

5. The Club must be notified of a cancellation at least two days prior to the arrival date of the guest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full guest pass fee.

6. Guests with guest passes must have their guest pass with them at all times while using the Facilities.

7. Guest passes may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.

GENERAL TENNIS RULES

1. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
2. Members are requested to make court reservations no earlier than 72 hours in advance of play. Exceptions are lessons, clinics and tournaments. Court reservations may be made by phoning or visiting the pro shop. No standing reservations will be accepted.
3. Adults have priority on the courts on Saturdays, Sundays, holidays, and after 4:00 p.m. on weekdays.
4. All players must check in and register at the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their membership cards or guest passes, as the case may be, at registration.
5. Members must register all guests. Neglect of this policy may result in the loss of guest privileges.
6. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.
7. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.
8. Singles may each play on a court for 75 minutes and doubles may play on a court for an hour and a half, except for certain times designated by the pro shop.
9. Proper tennis attire is required as previously described.
10. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.
11. Parents should not permit their children to play around the tennis courts or adjacent areas.
12. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time.
13. Food and beverages are not permitted on the tennis courts.
14. Trash and other litter must be deposited in the proper receptacles.
15. Members are required to sign their purchase tickets prior to leaving the outlet.
16. Use of the ball machine is limited to Court #5.

17. Use of the tennis courts shall be subject to the control of the pro shop at all times. The pro shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The pro shop may reserve the courts for special events.

GENERAL POOL RULES

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.

2. Everyone wishing to use the pool facilities must first register and present their membership card before entering the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.

3. Use of the Cabana (upper) Pool is for adults 21 and over only. Use of the Fitness Pool is for lounging for individuals 16 years of age and over, and lap swimming only for (i) individuals 16 years of age and older, and (ii) children between the ages of 12 and 16 who have secured a Junior Pool Certification from the Fitness Manager and are supervised by an adult at all times. Other children may only swim in the Family Activities Pool.

4. The Family (lower) Pool is designed to be a family environment that supports children's play, including splashing.

5. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.

6. All children age three and under are required to wear protective swim diapers and an elastic covering pant with elastic closures at the legs and waist when in and around the Family Pool.

7. Swimming is permitted only during designated hours. Hours of operation are generally dawn to dusk. The pool is officially closed when a "CLOSED" sign is posted.

8. Showers are required before entering the pool.

9. Bottles, glass objects, drinking glasses, china and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.

10. No food or beverages may be brought into the pool areas from outside the property. Ice chests or picnicking out of automobiles is strictly forbidden.

11. All swimmers must wear full bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the Facilities, other than in the locker rooms and swimming pool terrace. Shoes or

other foot coverings and caftans or shirts must be worn both outside the swimming pool area and at the Pool Terrace Café.

12. Radios, televisions and the like are permitted only with the use of headphones.
13. Bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
14. Hanging on the lane lines is prohibited.
15. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
16. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
17. Diving is not permitted at any time.
18. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, tag games, running, wrestling, pushing, dunking or splashing are not allowed in the pool area. The pool staff has the authority to expel from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member. Children are welcome to run, skip, summersault and cart wheel on the Family Activities lawn adjacent to the Family Activities pool when supervised by an adult. Shoes or sandals are recommended in this area as bees are known to inhabit the lawn.
19. Swimming parties may be arranged through the Club in advance of the occasion.
20. All persons using pool furniture are required to cover the furniture with a towel when using suntan lotions, as the use of these oils and lotions could stain or damage the furniture. Petroleum based suntan creams and oils are not permitted in the pool.
21. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels and trash in the proper receptacles.
22. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses are prohibited.
23. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
24. Members are required to sign their purchase tickets prior to leaving the pool deck.
25. The pool house phone is reserved for the use of the staff and for emergencies. There shall be a three minute use limit by members and their guests.

26. Removal of Club property (i.e., towels, robes, café flatware and glassware, etc.) is strictly forbidden and may result in forfeiture of Club privileges.

27. "Found" items should be turned into the pool Manager-On-Duty for relay to Housekeeping.

28. The Pool Manager shall govern the application and enforcement of the Club's pool rules.

OUTDOOR WHIRLPOOL

1. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult a physician before entering a whirlpool.

2. Individuals under the age of twenty one years are not allowed in the Cabana (upper) Whirlpool.

3. Children under the age of twelve years old are not allowed in the Fitness (middle) Whirlpool and children between the ages of 12 and 16 must be supervised by an adult at all times.

4. The Family Whirlpool is heated to a temperature appropriate for children ages four and older. Children under the age of four are not permitted in the Whirlpool. Splashy toys and floatation devices are not permitted in the Whirlpool.

GENERAL FITNESS CENTER RULES

1. All Club members are entitled to participate in any Fitness Center programs which may periodically be offered and to utilize all Fitness Center services, amenities and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.

2. Operating Hours: Regular operating hours of the Fitness Center will be posted at the Fitness Center. From time to time, the hours of operation of the Fitness Center may be changed or the Fitness Center may be closed for necessary repairs or maintenance.

3. Members are permitted to bring guests to the Fitness Center subject to the policies and procedures specified by the Club. A guest fee will be charged for each guest in addition to fees for the use of specific Fitness Center services. All guests, upon entry to the Fitness Center, must sign in and register. If a member's guest is unescorted by the member, he or she must present a guest pass.

4. All exercise classes and class times shall be determined by the Fitness Center Manager, and may be changed from time to time. Personal exercise trainers not employed by the Fitness Center are not permitted to conduct personal exercise training programs.

5. All members must present their membership card at the Fitness Center desk and register before entry into or use of the Fitness Center facility. Photo identification may be requested.
6. Casual workout attire is acceptable including tee-shirts, tank tops, gym shorts or warm-up pants. Cut-offs and/or torn garments shall not be permitted to be worn in any exercise areas of the Fitness Center.
7. No black-soled shoes shall be permitted in the aerobic studios. Only aerobic or court shoes may be worn. No persons will be allowed to participate in exercise classes without proper footwear.
8. No bare feet are allowed outside of the steam and sauna areas.
9. Members are required to sign their purchase tickets prior to leaving the Fitness Center.
10. Use of the gym shall be under the supervision of Fitness Center staff.
11. Appointments for treatments, services and classes shall be by advance reservation only.
12. Appointment cancellations for personal training sessions and fitness services must be made 24 hours in advance or you will be billed in full for the service.
13. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.
14. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
15. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
16. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
17. All weights and pieces of equipment must be returned to their proper places at the completion of use.

18. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
19. No clothing or personal articles may be stored under benches or in the common areas.
20. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
21. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
22. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
23. All jewelry must be removed prior to exercising.

MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.

FITNESS CENTER LOCKER ROOM FACILITIES

1. Members must check in at the locker room reception desk of the Fitness Center.
2. Day lockers are available on a per visit basis.
3. We recommend you not bring valuables into the Fitness Center. Each person entering the Fitness Center assumes liability for the loss of any items stored in a locker or common closet. The Club is not responsible for valuables left in the Fitness Center or in lockers. To claim a lost item, call the Housekeeping Office.
4. For members' convenience, robes and slippers may be checked out at the locker room reception desk. The removal of these items from the Club premises shall subject the member, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.
5. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

GENERAL SPA RULES

1. All Club members are entitled to utilize spa amenities and facilities with a paid spa service, subject to space availability, and these Rules and Regulations, as they may exist from time to time.
2. Operating Hours: Regular operating hours of the Spa will be posted at the Spa and on the Meadowood website. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.

3. Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club. All guests, upon entry to the Spa, must sign in and register.

4. All members must register at the Spa reception desk to check in for treatments.

5. Members are required to sign their purchase tickets prior to leaving the Spa.

6. Appointments for treatments and services shall be by advance reservation only.

7. Children under the age of 16 are allowed to utilize spa treatment services only when accompanied by a parent or guardian at all times to include the parent/guardian present in the room during a treatment.

8. All persons using the spa facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

9. It is the responsibility of each person using the spa facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the spa facilities, amenities or engaging in spa activities. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.

SAUNA AND STEAM ROOM

1. The following rules govern use of the saunas and steam rooms in both the Fitness Center and the Spa.

2. Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than five minutes at any one time. Pregnant women should not use the sauna or steam or other facilities that would elevate the core body temperature.

3. Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.

4. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.

5. Following a strenuous exercise period, **DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT.** Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.

6. No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating element.

7. For sanitary reasons, shaving is not permitted in the steam treatment room.

SPA LOCKER ROOM AND GARDEN LOUNGE FACILITIES

1. Locker Room facilities at the Spa are available only to members, ages 16 and over, on the day of a paid spa treatment. Children under 16 years of age are not permitted to use the spa garden lounges.

2. Day lockers are available on a per visit basis.

3. We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet. The Club is not responsible for valuables left in the spa or in lockers. To claim a lost item, call the Housekeeping Office.

4. For members' convenience, robes and slippers are provided for all treatments. The removal of these items from the Club premises shall subject the member, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.

5. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

6. All persons using the spa facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

7. It is the responsibility of each person using the spa facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the spa facilities, amenities or engaging in spa activities. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

ALL SPA SERVICES

1. Appointment cancellations must be made 24 hours in advance. Cancellations made within 24 hours will be charged 20% of the cost of the treatment. If appointments are missed without a call, you will be billed in full for the service.

2. We ask that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.

LODGING

1. The Club holds a two night minimum on all weekends and a two or three night minimum on some holidays.
2. FOURTEEN DAY CANCELLATION policy is always in effect. A deposit equal to all nights tariff and tax will be charged at the time of booking. This deposit is fully refundable outside of the cancellation period, but will be forfeited for any reservation cancelled inside of fourteen days prior to arrival.
3. The resort reserves the right to book by room type but not specific location. However, the Club endeavors to meet the needs of our members whenever possible.
4. Check-In: 4:00 p.m. Check-Out: Noon.
5. Members are entitled to 25% off resort rack rates on up to five rooms per night. Except during black-out dates and the annual Auction Napa Valley.
6. Members may reserve rooms for non-members. Non-members may receive the "member rate" if the Member makes the reservation for the Guest.
7. "Same Day-Get Away" Program is a Members Only (does not apply to guests of Members) program covering a single room for a single night only at 50% off resort rate, Sunday through Thursday, subject to availability. Members must call on the same day to qualify.
8. Members are requested to reserve rooms by calling the resort Guest Room Reservations Office.
9. Members are encouraged to make reservations as well in advance as possible, especially during high season.