

**Stanton Landing Clubhouse and Pool Rules
for
Stanton Landing Property Owners Association, Inc.
("Stanton Landing" or "SLPOA")**

I. GENERAL RULES.

- A. The Stanton Landing Clubhouse and its facilities are for the exclusive use of the Property Owners in good standing of Stanton Landing, a Residential Community, and the Property Owners in good standing of Stanton Landing, Phase V, hereafter referred to as "Owner(s)". This document is effective as of April 15, 2026.
- B. These rules are established to ensure the maintenance, safety, cleanliness, and enjoyment of the Stanton Landing facilities by all Property Owners, their tenants and guests. The intent is to maintain a Clubhouse and pool, open for all to use and enjoy.
- C. If an SLPOA Owner has an approved long-term lease and the Tenant is approved by the SLPOA, then the Tenant shall have full use of the facilities with the Property Owner's approval. However, a Tenant and SLPOA Owner shall not use the facilities concurrently, and additional access key fobs shall not be issued to Owner and Tenant simultaneously. Key fobs will be coded to the property owner's address; two key fobs per property.
- D. For all rental agreements of the clubhouse and for all tenants leasing from SLPOA Owners, a Liability and Indemnification Waiver Form (attached hereto as Exhibit "1") shall be signed by the involved Property Owner, which relieves the SLPOA of any liability for injuries or death of the Owner, their family, tenants and/or guests due to abuse or misuse of Clubhouse property and equipment, personal behavior, or a failure to follow Clubhouse rules.
- E. The following rules govern the use of the Clubhouse and pool and apply to all SLPOA Owners, families, tenants and guests. **In all circumstances, the Stanton Landing Property Owners are responsible for the actions, or inactions, of their families, tenants, and guests.**

II. CLUBHOUSE RULES AND REGULATIONS.

- A. The Clubhouse is available to all SLPOA Members, tenants and guests from 5:00 a.m. to 11 pm, seven days a week, unless reserved for a special occasion or closed temporarily for maintenance activity. "Quiet hours" are to be observed before 9:00 a.m. and after 10:00 p.m. "Quiet hours" are defined as no audible noise being detectable from surrounding homes, i.e., music, loud talking, shouting, screaming, etc.
- B. Each Property shall be issued a maximum of two (2) key fobs. Clubhouse key fobs shall not be duplicated or shared. If an Owner lends their key fob to a family member or guest, the Owner is responsible for the actions of the family member and guest and shall be held responsible for any damage or rule infractions. Whenever a property is leased, the key fobs shall be given to the renters and the Owner, family or guests' use of the facilities is relinquished, unless non-use by the renter is expressly provided in the lease agreement. Owners shall notify the SLPOA Facilities Management Committee (FMC) of the names of the renters/occupants now in possession of key fobs. Cost of a replacement key fob is

\$30.00. Lost key fobs will be disabled.

- C. Smoking or vaping is prohibited in the Clubhouse, enclosed pool area, and within 50 feet of entry, exit doors and pool fence.
- D. The wearing of wet bathing suit attire is allowed in the poolside restroom areas only. If pool users have a need to access other areas of the Clubhouse, please ensure clothing is not wet (damp is acceptable) and that footwear is used.
- E. Anyone under the age of sixteen (16) shall be accompanied by an adult Owner (also “tending adult”) whenever in the Clubhouse. Upon leaving, the tending adults shall ensure that the Clubhouse is in good, clean condition.
- F. The kitchen and bathroom shall be maintained in a clean and sanitary condition. If you have an accident or create a “mess”, you are responsible for cleanup. If you are unable or unwilling to clean up after yourself, a professional cleaning service shall be employed and the charges levied against the Property Owner involved.
- G. Local fire regulations dictate that the Clubhouse has a maximum capacity for 135 individuals. If an Owner is hosting a party or other gathering, the Owner is responsible for ensuring this capacity is not exceeded. In the event the Owner fails to maintain his due diligence, and the Fire Marshall levies a fine against the SLPOA, that fine will be levied against the Property Owner involved.
- H. Barbeque grills, fryers, and other cooking equipment are permissible but must remain 20ft from the Clubhouse structure and/or any door to the clubhouse.
- I. Firearms and Fireworks are not allowed in the clubhouse and cannot be used on Clubhouse property.
- J. The Creek Club Docks, located directly in front of the Clubhouse are not a part of the Clubhouse property. They are for the use of those property owners only. Please no trespassing, keep children off of the docks, and do not impede access paths to those docks.
- K. Commercial events and/or political events shall not be held in the SLPOA Clubhouse. “Commercial” is defined as any business-related events, events in which attendees must pay, or events in which anything is bought or sold.
- L. Stanton Landing Owners may reserve the Clubhouse for private functions for which they are hosting/attending; provided, however, that there are no other conflicting reservations and at least thirty (30) days’ notice is given. This allows other Stanton Landing Owners to be notified of Clubhouse availability. Please recognize first priority of the Clubhouse and Pool will always be given to the SLPOA Owners.
 - (1) For significant events, such as weddings, etc., the top floor of the Clubhouse and Clubhouse property on the west side of the building (yard between the Clubhouse and the water, with the exception of dock access) may be rented and closed to all other SLPOA members. The first floor of the Clubhouse and pool cannot be reserved for exclusive use of the event attendees. Early notification to the FMC

is highly recommended to ensure time is allowed for negotiation and proper discussion and resolution of any concerns. The SLPOA Board, or FMC, reserves the right to deny any such reservation in the best interest of the community. For all rentals of Clubhouse, Exhibit 1, Liability Waiver, Release, and Indemnification Agreement and Exhibit 2, Stanton Landing Clubhouse Rental Agreement must be signed and dated by the sponsoring Property Owner. Every effort should be made to avoid such events on key holidays, community events, etc. Coordinating with the FMC early will help avoid any conflicts. For these events, a \$500.00 deposit and a \$75.00 user fee shall be charged for a total of \$575.00 (one check/payment). If the Clubhouse is left in the same condition as it was prior to the event, the \$500.00 deposit shall be returned. If not, the damage/mess shall be repaired or cleaned, and any balance returned. Any costs above the \$500.00 shall be levied upon the Owner that reserved the Clubhouse.

- (2) For smaller private events, individual Clubhouse rooms or areas may be reserved, but keep in mind other community Owners may be using adjacent areas. Coordination with the SLPOA FMC as early as practical is encouraged. Deposits and/or fees may be levied, depending on the nature and size of the event as determined by the FMC.
- (3) Events that are open to any or all Property Owners require no reservation and require no deposit or fees. If the event is announced by, or hosted by, a Property Owner, then that Property Owner shall ensure the Clubhouse is returned to its initial condition at the end of the event.

- M. Offensive or aggressive behavior, running, horseplay, and loud noise are prohibited.
- N. Any theft or damage caused by the Owner, tenant, family or guest shall become the responsibility of the Owner for payment of any repairs or replacements.
- O. Please clean up all trash and personal items you may have brought with you or generated while in the Clubhouse or pool area. Items left behind shall be discarded.
- P. No personal food, drink, alcohol etc. should be left on the clubhouse premises.
- Q. Please ensure no dirty diapers are left in any Clubhouse or pool trash receptacle. Please take all used diapers with you upon leaving.
- R. Unless designated as a service animal, pets are not allowed in the clubhouse at any time.

III. POOL RULES AND REGULATIONS

- A. Children under the age of fourteen (14) shall always be accompanied by an adult.
- B. No glass containers of any kind are allowed within the pool fence perimeter. **Be aware, if broken glass enters the pool, the Property Owner responsible for the person(s) involved shall be held responsible for the cost of draining, cleaning, and re-balancing the pool water. This expense may exceed several thousand dollars.**
- C. Pool hours are limited to daylight hours only.

- D. Only Swimming attire is permitted in the pool. Cut-off jeans, shorts, and streetwear are permitted while sitting in the pool area but are not allowed in the water.
- E. ANY child under the age of 3, ANY child not toilet trained, or ANYONE who lacks bowel control shall wear a water-resistant swim diaper and waterproof swimwear. Swim diapers and waterproof swimwear shall have waist and leg openings fitted such that they are in contact with the waist or leg around the entire perimeter. **Failure to comply with this requirement may require the draining, sanitizing, and re-balancing of the pool water at the expense of the Property Owner responsible for the person(s) involved. Be aware the cost of this may exceed several thousand dollars.**
- F. All posted pool health regulations shall be followed. Persons having skin abrasions, cuts, blisters, or any communicable disease shall not enter the pool. All users are encouraged to shower prior to pool entry and upon exiting.
- G. Music shall be limited to ear buds or headphones unless all pool bathers agree with open play. It is each owner's, family's or guest's prerogative to relax in peace unless they voice otherwise. SLPOA sanctioned events may include open play music/bands.
- H. The designated pool furniture shall always remain in the pool fence line. No pool furniture is to be used in the pool itself. The Clubhouse furniture is never to be moved and used within the pool area.
- I. The hanging of towels, clothing, bags, etc., on the pool fencing is prohibited.
- J. Use of the pool is at the owner's own risk. Lifeguards are not provided.
- K. All users of the pool are expected to respect others using the pool at the same time. Floats, flotation devices, toys, etc., may be used only to the extent that they are not hampering the free use of the pool by others. When not in use, keep all pool floats and toys off the landscaping surrounding the pool.
- L. As a courtesy to your neighbors and so that no one group monopolizes the pool area, each household/property is encouraged to limit the number of people in the pool area to four (4) when the pool is near or at capacity.
- M. Pets are not allowed in the pool fence line. Trained and certified service animals are allowed on the pool deck, but never in the water.

(Exhibit 1)
**HOA CLUBHOUSE & POOL
LIABILITY WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

This Liability Waiver, Release, and Indemnification Agreement (“Agreement”) is entered into by the undersigned individual (“Participant”), for the benefit of Stanton Landing Property Owners Association], its Board of Directors, officers, members, and volunteers (collectively, the “Association”).

1. Acknowledgment of Risk

I understand and acknowledge that use of the Association’s clubhouse, swimming pool, and related facilities involves inherent risks, including but not limited to slips, falls, drowning, physical injury, illness, death, and property damage. I further acknowledge that the pool is operated without a lifeguard on duty and that I voluntarily assume all such risks.

2. Voluntary Participation

I affirm that my participation and use of the facilities is voluntary and that I am physically and mentally capable of safely using the facilities.

3. Release and Waiver of Liability

To the fullest extent permitted by North Carolina law, I hereby release, waive, and discharge the Association from any and all claims, demands, damages, losses, or causes of action arising out of or related to my use of the clubhouse and/or pool, including claims arising from the negligence of the Association, except where prohibited by law.

4. Indemnification and Hold Harmless

I agree to indemnify, defend, and hold harmless the Association from any claims, liabilities, damages, costs, or expenses (including reasonable attorneys’ fees) arising out of my use of the facilities, the conduct of my guests or minor children, or my violation of Association rules.

5. Responsibility for Minors and Guests

I acknowledge full responsibility for the supervision and conduct of any minor children or guests accompanying me and agree that this Agreement applies to them.

6. Compliance with Rules

I agree to comply with all Stanton Landing Clubhouse and Pool rules, posted signage, and applicable state and county regulations.

7. Medical Consent

I authorize emergency medical treatment if necessary and agree that the Association is not responsible for any medical costs incurred.

8. Severability

If any portion of this Agreement is deemed unenforceable, the remaining provisions shall remain in full force and effect.

9. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina.

Acknowledgment and Signature

By signing below, I acknowledge that I have read and understand this Agreement and voluntarily agree to its terms.

Property Owner Name (Print): _____

Signature: _____ Date: _____

Tenant or Renter Name (Print): _____

Signature: _____ Date: _____

Exhibit 2
STANTON LANDING CLUBHOUSE RENTAL AGREEMENT

Name of Property Owner/Renter: _____
Property Owner Address/Lot: _____
Property Owner Email: _____
Property Owner Cell Phone: _____

Private Function (please describe): _____

Approximately _____ persons will be in attendance, to be held on Date _____ Start Time _____ End Time _____

I, _____ agree to pay the Stanton Landing Property Owners Association the security deposit of \$500.00, refundable in accordance with the conditions described in the Clubhouse Rules and policy, and a Rental Fee of \$75.00, non-refundable for a total of \$575.00 (one check/payment), for my private function to be held on _____.

I understand that I am renting the upper floor of the clubhouse and/or the lawn and gazebo area on the west side of the Clubhouse only.

I understand that during my event, other SLPOA members may be using the lower floor and pool areas.

I agree to be present throughout the entire private function for which the clubhouse is being rented, accepting full responsibility for the conduct of the persons attending the function. Appropriate adult supervision will be provided for any youth function.

I agree to assume all risks and responsibility, including civil and criminal liability resulting from the serving, use or presence of alcohol at my private function.

I hereby certify that I have read and understand the Stanton Landing Clubhouse and Pool rules and I and my guests will abide by them. I also understand that I am responsible as a Stanton Landing Property Owner to enforce those rules at my event.

I agree that the Security Deposit is not a limit of liability, and will compensate the Association for any damages exceeding the amount of the security deposit. Compensation will be enforced by special assessment.

I further agree to hold harmless the Stanton Landing Property Owners Association, the directors, officers, and agents from any and all liability for any personal injury and or property damage sustained by the property owner, his or her family or guests, invitees or others employed by him or her while using the premises and or the clubhouse.

Property Owner/Renter Signature: _____

Facilities Management Committee Signature: _____