



Big Canoe POA

**2026 AMENITY MEMBERSHIP
PROVISIONS**

JANUARY 1, 2026



Big Canoe POA

Introduction	3
1. Types of Membership and Use Privileges	4
1.1 Classes of Membership	4
1.2 Authorized Users: Exercise of Privileges	8
1.3 Rental Properties	9
1.4 Multiple Owners	9
2. Financial Obligations of Members	9
2.1 Membership Fees	9
2.2 Delinquencies	10
2.3 Medical Leave	11
3. Conversion, Transfer and Termination of Memberships	11
3.1 Conversion	11
3.2 Transfer of Memberships	11
3.3 Termination of Memberships	12
4. Good Standing and Discipline	12
4.1 Good Standing	12
4.2 Discipline	13
5. Management, Operation and Transfer of Amenities	14
5.1 Amenities Management	14
6. General Provisions	16
6.1 Notices	16
6.2 Amendment	16
6.3 Personal Responsibility	16



Big Canoe POA

INTRODUCTION

Big Canoe Property Owners Association, Inc., a Georgia not-for-profit corporation ("POA"), owns, operates, and manages the real property and facilities located in Pickens County, Georgia, known as the Big Canoe amenities ("Amenities"). The facilities presently consist of; a 27-hole golf course, driving range, Golf Pro Shop, two outdoor aquatic centers, outdoor and indoor tennis courts, pickleball courts, bocce courts, Racquet Pro Shop, the Wellness Center with an indoor pool, marina, Clubhouse, Duffer's, locker rooms, bag storage facility(collectively, "Amenities"). The Amenities are located in the community known as Big Canoe ("Community").

The POA has established a membership program to use the Amenities, as well as other special benefits of membership. All rights of members to use the Amenities are subject to these Membership Provisions, as they may be amended ("Membership Provisions"), the Amenity Rules for Big Canoe ("Amenity Rules"), the terms and conditions set forth in a membership agreement entered into between the property owner and the POA ("Membership Agreement"), the property owner's application for membership in the Amenities ("Membership Application"), and payment of such initiation fees, membership fees and other charges (collectively, "Membership Fees") as the POA may establish and reviewed at least annually. Membership applications are subject to approval by the POA, and membership requires payment of the applicable Membership fees, as established by the POA and subject to change from time to time.

The use of the term "membership" is used for descriptive purposes only and does not mean a membership separate from or in addition to membership in the Big Canoe Property Owners Association, Inc., and does not change the easement of enjoyment in or to the Common Properties afforded to an Owner by the terms of the Declaration.

1. TYPES OF MEMBERSHIPS AND USE PRIVILEGES

1.1 Classes of Membership

There are currently 3 classes of membership in the Amenities. Individual, Full, and Out-of-State (for Racquet and Wellness only).

1.1.a. Grandfathered Memberships. Certain amenity memberships may be recognized as "grandfathered" based on prior eligibility rules or historic membership status ("Grandfathered Memberships"). Grandfathered Memberships are personal to the Member and shall continue only so long as the Member maintains uninterrupted, continuous membership in good standing. If a Grandfathered Membership is voluntarily or involuntarily terminated, lapses, is dropped, or otherwise ceases for any reason, it shall be permanently forfeited and shall not be reinstated, renewed, or reissued. Grandfathered Memberships may not be altered, upgraded, transferred, assigned, or modified in any manner, and no change in membership category, privileges, pricing structure, or usage rights shall be permitted except as expressly required by law.

1.1.b. Medallion Membership (Grandfathered). A "Medallion Membership" is defined as concurrent membership in Full Golf, Tennis, and Wellness (the "Medallion Three"). A ten percent (10%) discount is applied to each Medallion Three amenity. Fishing is discounted ten percent (10%) if added to the Medallion Three. Medallion Members receive a complimentary swim membership to both outdoor pools. Medallion status continues only with uninterrupted, continuous participation in all Medallion Three amenities. Dropping, canceling, or allowing any part of the Medallion Three to lapse terminates the entire Medallion Membership and all associated discounts and benefits, and it may not be reinstated.

1.1.1 Golf Membership

Any owner of property in the Community is eligible for Golf membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Golf amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Unlimited complimentary greens fees
- Advanced tee times (14 Days)
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary green fees for accompanied Non-Property Owner guests (cart not included)
- Free round of golf on your birthday (complimentary cart fee)
- 20% member discount on Golf Pro Shop soft goods
- Complimentary Wildcat Pool access for Golf Members

1.1.2 Super Senior Golf Membership (80+ years of age)

Any owner of property in the Community who is 80+ years of age is eligible for a Super Senior Golf membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Golf amenities generally available for use by members, with no payment of greens fees.

Benefits:

- Unlimited complimentary greens fees
- Advanced tee times (14 Days)
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary green fees for accompanied Non-Property Owner guests (cart not included)
- Free round of golf on your birthday (complimentary cart fee)
- 20% member discount on Golf Pro Shop soft goods
- Complimentary Wildcat Pool access for Golf Members

Note: To qualify for Full Super Senior Golf Membership, both members must be over the age of 80. Members will be asked to submit a photo ID upon applying for this membership.

1.1.3 Racquet Membership

Any owner of property in the Community is eligible for Racquet membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Racquet amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Advanced court reservations (14 Days)
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary court fees for accompanied guest
- Use of loaner rackets
- 20% member discount on Racquet Pro Shop soft goods

1.1.4 Racquet Membership (Out-of-State)

Any property owner in the community whose primary residence is not in the state of Georgia is eligible for an out-of-state Racquet membership. This entitles the authorized users of the membership (as described in Section 1.2) to use all of the Racquet amenities generally available to members.

Benefits:

- Unlimited use of the indoor and outdoor tennis courts, pickleball, and bocce courts
- Ball machine access
- Use of loaner rackets

This membership does not include guest passes, preferential guest rates, or a discount on Racquet Pro Shop soft goods.

Members must submit a driver's license with an out-of-state address and one of the following: a recent utility bill from their out-of-state residence, a voter registration card from their current state, a lease agreement or mortgage statement from their out-of-state property, vehicle registration or a bank statement showing their out-of-state address. If the primary residence changes, the membership will revert to a regular membership. The POA has the sole authority to grant or revoke said membership.

1.1.5 Pickleball Membership

Any owner of property in the Community is eligible for Pickleball membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Pickleball amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Advanced court reservations (14 Days)
- Accompanied guest rate equal to Property Owner's daily rate
- Member-only events
- Three (3) complimentary guest passes
- Use of loaner paddles
- 20% member discount on Racquet Pro Shop soft goods

1.1.6 Bocce Membership

Any owner of property in the Community is eligible for Bocce membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Bocce amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Unlimited use of Bocce courts and Bocce balls
- Three (3) complimentary guest passes
- Accompanied guest rate equal to Property Owner's daily rate
- 20% member discount on Racquet Pro Shop soft goods

1.1.7 Wellness Membership

Any property owner in the community whose primary residence is not in the state of Georgia is eligible for an out-of-state Wellness membership. This entitles the authorized users of the membership (as described in Section 1.2) to use all of the Wellness amenities generally available to members, with no payment of usage fees. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Unlimited use of the facility, including the indoor pool, racquetball courts, and rental rackets
- Equipment Orientation
- Three (3) complimentary guest passes
- 20% member discount on Wellness Center soft goods

1.1.8 Wellness Membership (Out-of-State)

Any property owner in the community whose primary residence is not in the state of Georgia is eligible for an out-of-state Wellness membership. This entitles the authorized users of the membership (as described in Section 1.2) to use all wellness amenities generally available to members without payment of usage fees.

Benefits:

- Complimentary equipment orientation
- Complimentary use of racquetball and squash racquets with court reservation
- Most, though not all, instructional classes are complimentary for Wellness Center Members

This membership does not include guest passes, preferential guest rates, or a discount on Wellness center merchandise.

Members must submit a driver's license with an out-of-state address and one of the following: a recent utility bill from their out-of-state residence, a voter registration card from their current state, a lease agreement or mortgage statement from their out-of-state property, vehicle registration, or a bank statement showing their out-of-state address. If the primary residence changes, the membership will revert to a regular membership. The POA has the sole authority to grant or revoke said membership.

1.1.9 Outdoor Aquatics Membership

Any owner of property in the Community is eligible for Outdoor Aquatics membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Outdoor Aquatics amenities generally available for use by members. This membership is seasonal and will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Access to Rockslide
- Inflatable water park (under 18 years only)
- Unlimited access to the Beach Club pool and Lake access that includes paddle boats, kayaks, paddle boards, canoes and rockslide
- Access to the Wildcat Pool
- Accompanied guest rate equal to Property Owner's daily rate
- Complimentary access for guests 18 and under when accompanied by the Property Owner

1.1.10 Fishing Membership

Any owner of property in the Community is eligible for a Fishing membership, entitling the authorized users of the membership (as described in Section 1.2) to use all of the Fishing amenities generally available for use by members. Memberships must be maintained for a minimum of 12 months from the date of initiation. The membership will automatically renew each year unless you submit a written request to cancel the membership.

Benefits:

- Unlimited access to four (4) lakes containing Catfish, Bass, Brim, Crappie, (Lake Petit is stocked with rainbow trout from October – April)
- 20% member discount on soft goods

Notes:

- No Minnows allowed
- Trout cannot be thrown back into the lake. The Marina will take unwanted catches
- Limit four trout per Big Canoe fishing license per day
- A Georgia fishing permit does not cover fishing in Big Canoe, and it is not required for the purchase of a Big Canoe fishing license

1.2 Authorized Users: Exercise of Privileges

Use privileges are extended in accordance with the dues category that the member or designee has elected. Members shall make such election on their application for membership. Thereafter, a member may change such election no more than once in any 12-month period for the following year by written notice to the POA, accompanied by payment of such change fee as the POA may establish from time to time. A member shall select from among the following dues categories:

1.2.1 Individual

Paying dues in the Individual dues category entitles only the member to use the Amenities.

1.2.2 Full

Paying dues in the Full dues category entitles the member and spouse or spousal equivalent residing in the same household as the member, the dependents of each 25 years of age or younger who either reside with the member full-time or attend college full-time, and any adult dependents who are disabled and completely dependent upon the member to use the Amenities.

1.2.3 Guests of Members

Use and access are limited to operating hours and subject to availability, and are, except as otherwise specifically stated above, subject to payment of such charges as the POA may establish from time to time. Members shall be responsible for ensuring compliance with these Membership Provisions and the Amenities Rules by the member's authorized users and guests.

1.3 Rental Properties

If a property is being used as a long-term rental property, the lessee may have membership privileges to the amenity(s) of their choice. A long-term rental is defined as any property being leased for twelve (12) months or longer. Both the Property Owner and Lessee are entitled to amenity memberships on the same property. The POA requires the Property Owner's consent and a copy of the signed lease to add memberships for long-term lessees who live in Big Canoe full-time. The property owner will be asked to complete paperwork and accept financial responsibility for any unpaid amenity fees. Once this process is complete, the renters have normal access to the amenities as members per the terms agreed to by the Property Owner.

1.4 Multiple Owners

In accordance with Big Canoe Policies and Procedure 201.1, for those properties that have more than one owner, a separate account will be set up for each owner listed on the property's deed. Each owner will have the opportunity to belong to the amenities and will be responsible for payment.

2. FINANCIAL OBLIGATION OF MEMBERS

2.1 Membership Fees

2.1.1 Reinstatement Fee Provisions

A membership reinstatement fee is required if a property owner or lessee previously held an amenity membership and then canceled. If they rejoin the amenity, they are subject to a reinstatement fee, which is established by the Big Canoe Property Owners' Association Board of Directors. The membership reinstatement fee is waived for property owners and lessees who have been out of the program for more than 1 year and are in good standing with the POA. If the property owner or lessee has been out of the Amenity for less than 1 year, catch-up dues shall be paid to become current, or the property owner or lessee shall pay the reinstatement fee, whichever option is less.

Reinstatement Fees: Wellness: \$450 Full / \$306 Individual, Racquet: \$504 Full / \$258 Individual, Golf: \$2400 Full / \$1662 Individual, Bocce: \$156 Full / \$78 Individual, Pickleball: \$504 Full / \$360 Individual

2.1.2 Types of Fees

Membership is subject to payment of: (i) a reinstatement fee (as defined in the Reinstatement Fee Provisions above), (ii) an annual membership fee, and (iii) any other user fees or charges that the POA may establish from time to time. Fees may vary based on the class of membership and the selected fee category.

In addition to charges specifically authorized in these Membership Provisions, user fees and charges may include, without limitation: golf cart rental fees, range fees, locker fees, storage fees, fees for failure to cancel reserved tee times or other reservations, and merchandise purchase program participation fees.

The POA will publish a schedule of user fees and charges, which may be amended from time to time at the POA's sole discretion. All membership fees are non-refundable.

2.1.3 Amenities Account and Payments

The Property Owners Association ("POA") maintains an account for each property in the owner's name(s). All membership fees, user fees, and other charges authorized by an owner (member) will be posted to that account. Members may also charge amenity purchases to the account.

Any applicable reinstatement fee must be paid in full to the POA before a membership is issued. Unless the POA specifies otherwise, annual membership fees are assessed on a twelve-month period beginning on the anniversary of the member's activation and are payable in monthly installments.

Members are responsible for all user fees and other charges incurred by their authorized users and guests. The POA will bill each member monthly for: (i) the current month's membership fees, and (ii) all user fees and other charges incurred by the member and the member's authorized users during the preceding month.

2.1.3.a. Multiple Owners of Individual Properties. Please see Policy 201 of our [Policies and Procedures](#) on page 100.

2.2 Delinquencies

Member agrees that all amounts charged to his/her account constitute "charges" under Article VI of the Declaration and may be collected by the Property Owners Association ("POA") in accordance with Article VI, Section 9. Collection remedies include, without limitation, the filing of a lien against the member's lot, the imposition of late fees, the assessment of interest on past-due amounts at a rate of 0.583% per month, and recovery of reasonable attorneys' fees incurred.

If a member's POA account becomes more than sixty (60) days past due, the member and the member's guests will lose all amenity usage rights until the account is brought current. If the POA account becomes ninety (90) days past due, the member's Amenity Membership will be canceled. To reactivate the membership, the member must pay the applicable reinstatement fee in accordance with the current reinstatement fee schedule. In addition, the POA will initiate collection procedures consistent with the Declaration and the Association's policies.

2.3 Medical Leave

If a member suffers a debilitating illness or injury, as confirmed in writing by a licensed physician, the member may submit a written request for Medical Leave. Upon receipt, the POA may place the membership on inactive status for a minimum of three (3) months and a maximum of one (1) year.

Medical Leave is intended for major illness, surgery, long-term injury, and minor injuries with a doctor's note. The POA may consider requests on a case-by-case basis in special circumstances.

While a membership is on inactive status, no dues will be charged and all use rights and privileges of the member, the member's authorized users, and guests are suspended until the membership returns to active status. Any use of an amenity during Medical Leave will automatically return the membership to active status.

If Medical Leave occurs during the first year of membership, the inactive period will not count toward the initial twelve-month obligation unless the disability is permanent. The membership anniversary date will be extended by the number of months the membership remains inactive.

3. CONVERSION, TRANSFER AND TERMINATION OF MEMBERSHIPS

3.1 Conversion

A member may upgrade an amenity membership to a full membership at any time. A downgrade may occur only after the twelve (12)-month anniversary of the membership and no more than twice during the life of the membership.

All upgrades or downgrades must be submitted in writing by the 15th of the month to be effective for that month. After an upgrade, the membership may not be downgraded for twelve (12) months.

3.2 Transfer of Memberships

3.2.1 General

Except as specifically provided in these Membership Provisions or in the Membership Agreement, memberships are not transferable except to and by the POA, and any other attempt to transfer a membership shall be void and of no effect.

3.2.2 Separation; Divorce; Termination of Cohabitation or Co-ownership

If members hold a joint membership and later become legally separated, divorced, or cease to be co-owners of a property in the Community, the membership will vest in the member who is legally entitled to occupy the property. In each case, the other member's rights in the membership will terminate upon the occurrence of that event. Both members remain jointly and severally liable for all dues and fees associated with the membership until the POA receives written notice of the change.

3.3 Termination of Memberships

3.3.1 Voluntary Resignation

If a member sells or otherwise transfers ownership of the property and permanently moves out of Big Canoe during the first membership year, the membership will terminate, effective as of the closing/transfer date. All dues, fees, and other charges accrued through the effective termination date remain the responsibility of the member, and no previously paid fees are refundable.

3.3.2 Death

Upon the death of a member, the surviving spouse or trustee shall be responsible for payment of all dues and charges on the member's account until the POA has received written notice of resignation of such membership. Upon resignation, charges may be refunded from time of death.

3.3.3 Other Events of Termination

In addition to the foregoing, a membership shall automatically terminate upon the occurrence of any of the following events:

- The member ceases to meet the eligibility requirements for the class of membership held; provided that for memberships held in joint names, if either member continues to satisfy the eligibility requirements, only the rights of the member who no longer meets them shall terminate.
- The member's POA account becomes ninety (90) days past due.
- The sale or other transfer of the member's property in the Community.

4. GOOD STANDING AND DISCIPLINE

4.1 Good Standing

Only members in good standing are entitled to the benefits afforded to members. A member will cease to be in "good standing" upon the occurrence of any of the following:

- Failure to pay the POA any fees, charges, assessments, or installments within sixty (60) days of the due date;
- Failure to accompany a guest when required while using the Amenities;
- Violation of these Membership Provisions or the Amenities Rules; or
- Commission of any act that the POA determines is detrimental to, or likely to endanger the welfare, safety, harmony, or good reputation of the POA, the Amenities, any member, or any authorized user.

4.2 Discipline

4.2.1 Sanctions

If the POA determines, in accordance with the procedures set forth below, that any member or other authorized user is no longer in good standing, the POA may impose such sanctions, as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or expulsion and termination of membership. Any temporary suspension of membership privileges shall be for such period, as the POA deems appropriate. A suspended member or authorized user shall remain fully liable for all Membership Fees and other charges accruing during any period of suspension.

4.2.2 Notice and Hearing

The POA will not impose a sanction unless and until the Association has sent or delivered written notice to the member/violator as described in subsection 6.1 below.

Exception. Automatic Suspension for Delinquency:

This notice requirement does not apply when a member's account is more than sixty (60) days delinquent on any payment due to the Association. In that case, the member's right to use the Amenities is automatically suspended.

4.2.2.a. Notice of Violation

If a member violates any provision of the Membership Documents or any Association rule, the Board will send written notice to the violator. The notice will:

- Identify the violation;
- State the fine(s) and/or suspension(s) being imposed; and
- Advise the violator of the right to request a hearing before the Board to:
 - Contest the violation;
 - Contest the fine(s) and/or suspension(s); or
 - Request reconsideration of the fine(s) and/or suspension(s).

Effective Date of Sanctions:

Fines and/or suspensions may take effect when the notice is sent, or on a later date specified in the notice, even if the violator requests a hearing.

Continuing Violations:

For a continuing violation, each day the violation continues or occurs again is a separate offense. The Board may impose fines on a per-day (per diem) basis without sending additional notice.

4.2.2.b. Hearing Procedure

If the Board receives a written hearing request within ten (10) days after the date of the violation notice:

1. Scheduling and Session: The Board will schedule and hold a hearing in executive session.
2. Opportunity to Be Heard: The violator will be given a reasonable opportunity to present their case.
3. Record of Outcome: The meeting minutes will include a written statement of the hearing results.
4. Hearing Rules: The Board may set reasonable rules for hearings, including time limits and limits on the number of participants present at one time.

Failure to Request a Hearing:

If the violator does not request a hearing within the ten-day period, they lose the right to challenge or seek reconsideration of the fines.

4.2.2.c. Immediate Suspension for Threatening Conduct

Even if a hearing has not yet occurred, the POA may immediately suspend the rights and privileges of a member or authorized user when, in its sole discretion, it determines that:

- The person's conduct, if repeated, would threaten the welfare or safety of the Amenities or its members; or
- Following the normal notice/hearing timeline would make the process ineffective to address or prevent a recurrence within that time.

Right to Appeal an Immediate Suspension:

The suspended member or authorized user may appeal. To do so the POA must receive a written notice of appeal within ten (10) days after the suspension date.

If the suspension is appealed, the POA will follow the same notice and hearing procedures described above.

If No Appeal Is Filed:

If the suspension is not appealed, the POA will review the facts to determine:

- The length of the suspension; and/or
- Whether further disciplinary action is needed.

5. MANAGEMENT, OPERATION AND TRANSFER OF AMENITIES

5.1 Amenities Management

The POA shall have exclusive authority and shall be responsible for the management and operation of the Amenities, which shall include, without limitation, the following:

5.1.1 Staffing

The POA shall select, retain, supervise, direct, fix the compensation of and discharge, in its sole discretion, all professionals and other personnel, agents, and/or independent contractors that the POA deems necessary or desirable for the smooth and efficient operation and maintenance of the Amenities. Any complaints regarding such personnel shall be directed to the POA. No person other than persons designated by the POA shall reprimand or admonish such personnel or direct them to perform their duties.

5.1.2 Nature and Condition of Amenities

The POA reserves the right to add or eliminate facilities, discontinue or modify the operation of existing Amenities, and otherwise make such changes to the Amenities and level of operations as the POA deems appropriate in its sole discretion. The POA makes no representations or warranties with respect to the nature or condition of the Amenities or the suitability of the Amenities for any particular purpose. The POA may, but shall not be obligated to, establish or provide for capital reserves or any other reserve fund related to the operation or maintenance of the Amenities.

5.1.3 Amenities Rules and Provisions

The POA has the exclusive authority to adopt and amend rules and provisions governing the use of and conduct of the Amenities, including, without limitation, provisions regarding tee time allocation, reservations, and guest privileges. Such rules and provisions are subject to change at the POA's sole discretion. the use of and conduct of the Amenities, including, without limitation, provisions regarding tee time allocation, reservations, and guest privileges. Such rules and provisions are subject to change at the POA's sole discretion.

5.1.4 Hours of Operation

The POA shall have sole and exclusive authority to determine the hours of operation of the Amenities, the number and schedule of tournaments and special events, and the closure of portions of the Amenities during inclement weather and for maintenance, repair, and other purposes as the POA deems appropriate.

5.1.5 Special Events

The POA reserves the right to make all or portions of the Amenities available for special events, including, without limitation, tournaments, private parties, and charitable events, to determine the number and scheduling of such events in its sole discretion, and to restrict members' use of the Amenities during such events.

5.1.6 Delegation

The POA shall have the right to delegate, transfer, or assign any or all of its rights and responsibilities for the management and operation of the Amenities to such persons and on such terms as the POA deems appropriate in its sole discretion.

6. GENERAL PROVISIONS

6.1 Notices

Except as otherwise specifically provided in these Membership Provisions, all notices or other communications (other than regular statements of account) required to be given or made hereunder shall be in writing and shall be delivered electronically via online forms and emails. Notices to the POA shall be delivered electronically as directed. Notices to a member shall be sent to the member at the same email address on file at the Community's accounting office. Statements shall be sent to the physical address on file unless the member requests digital statements.

6.2 Amendment

The POA reserves the right, in its sole and absolute discretion, to amend these Membership Provisions at any time and in any manner that it deems appropriate. Any amendment shall become effective when notice thereof is delivered to the members.

6.3 Personal Responsibility

Each person entering or using the Amenities agrees to assume sole responsibility for their personal safety and the safety of their personal property brought upon, used, or stored at the Amenities. The POA shall not be responsible for any loss or damage to any personal property brought upon, used, or stored at the Amenities, whether in lockers or elsewhere.

Each member and member's designee further agrees to be responsible and liable for any property damage and/or personal injury which such member causes, or which is caused by such member's authorized users or guests, while on the Amenities, or at any activity or function operated, organized, arranged or sponsored by the POA. In addition, a member who arranges or sponsors any activity or function at the Amenities shall be responsible for any such damage or injury, even if such damage or injury was not caused by the member. The cost of repairing any such damage shall be charged to the member's Amenities account.