# THE CLUB AT

Canyons S E N A D

# AMENDED AND RESTATED

# **MEMBERSHIP RULES AND REGULATIONS**

June 2013

This Amended and Restated Membership Agreement supersedes and replaces in its entirety any prior Membership Rules and Regulations for the Club.

# **Table of Contents**

PREAMBLE	3
GENERAL CLUB RULES	3
MEMBERSHIP CARDS	5
MEMBER DUES AND CHARGES	5
MAILING ADDRESSES	6
MEMBERSHIP CORRESPONDENCE	6
CLUB SERVICES AND ACTIVITIES	7
RESIGNATION OF MEMBERSHIP	7
DISCIPLINE	7
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY	8
RESERVATIONS AND CANCELLATIONS	9
GRATUITIES	10
CHILDREN	10
ATTIRE	10
GUEST PRIVILEGES	11
DAY GUESTS	11
HOUSEGUESTS	12
GENERAL GOLF RULES	13
HOURS OF PLAY	14
GOLF STARTING TIMES	14
REGISTRATION	14
PRACTICE RANGE	15
GENERAL GOLF CART RULES	15
HANDICAPS	16
GOLF COURSE ETIQUETTE	16
GENERAL POOL RULES	
GENERAL FITNESS AND LOCKER ROOM RULES	20
LOCKER ROOM FACILITIES	20
GENERAL FITNESS RULES	21

#### PREAMBLE

These Rules and Regulations are established by the Club at Seven Canyons (the "Company" as defined in the Membership Agreement) and by the Company's Golf Club Manager (currently Seven Canyons Management LLC, the "Manager") to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Company 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. The Company may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion.

All capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the Amended and Restated Membership Plan (the "Membership Plan") as same may be amended from time to time by the Company. To the extent of any conflict between the terms contained herein and those contained in the Amended and Restated Membership Plan or Amended and Restated Membership Agreement, the Amended and Restated Membership Plan and/ or the Amended and Restated Membership Agreement shall govern provided that to the extent there are any conflicts between the Amended and Restated Membership Plan and the Amended and Restated Membership Agreement, the Amended and Restated Membership Plan shall govern.

#### **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 Club Facilities shall be open on the days and during the hours as may be established by the Manager. Areas of the Club may also be closed for scheduled maintenance and repairs.

3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Company.

4. Dining room activities for groups will be permitted only with the permission of the Company.

5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Company and the Manager reserve 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 Club Facilities must be furnished by the Club or the Enchantment Resort unless otherwise permitted.

7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Company or the Manager.

8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Company. Other than as permitted in writing by the Company, 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 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 Company. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Company.

11. Members should not request special personal services from employees at 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. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Company. 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 which is or should be under the member's control.

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

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

15. 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 or otherwise parked in restricted areas may be towed at the owner's expense. If no self-parking is available, valet parking is required.

16. Smoking is permitted only in designated areas.

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

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

19. Use of the Club Facilities may be restricted or reserved from time to time by the Manager or the Company in their sole discretion.

20. 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 Company in accordance with these Rules and Regulations.

21. The personnel of the Company and the Manager will have full authority to enforce these Rules and Regulations and any infractions will be reported to the Company.

22. In no event shall the Company or the Manager discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

#### **MEMBERSHIP CARDS**

1. The Company will issue a membership card to each member and the other members of his or her family who are eligible for membership privileges in accordance with the members' Membership Agreement and the Membership Plan. 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. Members and their families must have their membership cards with them at all times while using the Club 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 payment for all transactions being charged, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.

4. Membership cards will either be mailed to the members (and his or her family members) in accordance herewith or held for pick-up at the Membership Office as determined by the Company.

5. In the event of a lost or stolen membership card, the Company must be notified immediately in writing. The Member's Club account will be canceled and the Company will issue a new membership card number. Until notification of card loss or theft is received in writing by the Company, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Company may be charged for lost or stolen membership cards or in any situation where the Club account number is changed.

6. Each member may receive such identification decals and other insignia as the Company may from time to time designate, and shall display such insignia as required by the Company.

# **MEMBER DUES AND CHARGES**

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

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 Company from time to time.

3. All food, beverage, merchandise and services of the Club charged to a Member's Club account will be billed monthly and each such member's Club account shall be due and payable upon receipt of the monthly statement. All food, beverage, merchandise and services of the Club charged to a Residence Club Member will be billed to the Residence Club Member's Club account at The Club at Seven Canyons and shall be due and payable upon check-out of their Residence Club unit.

4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement or, in the case of Residence Club Member accounts, if payment is not made upon checkout. Past due bills will be subject to a 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, or the checkout date, as the case may be, until the account is paid in full. Members having past due bills

may be charged a reinstatement fee at the discretion of the Company to reactivate an account once it is deemed delinquent.

5. If a Club account becomes delinquent, the Company shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Delinquency for a period of 60 days in total or repeated incidents of delinquency by a member may result in termination of membership in the Club.

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

7. If the Club account of any member is delinquent, the Company 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 Company commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Company, and if judgment is obtained by the Company, 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.

#### MAILING ADDRESSES

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

2. The Company 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.

#### **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 Company. 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 Company desires to encourage the use of the Club 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, and subject to prior permission of the Club as described below. Members are required 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 Manager or the Company. The member(s) sponsoring the function shall assume full responsibility for the conduct of all guests and the removal of any decor. The member(s) sponsoring the function shall be responsible for any damage to the Club 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 Company.

# **RESIGNATION OF MEMBERSHIP**

1. A Member may resign his or her Membership Interest at any time. Should a Member desire to resign from the Club, the Member shall be required to give written notice to the Company. Resignation of a Member is irrevocable, unless otherwise determined by the Company.

2. A resigned Full Member shall be obligated to continue to pay dues, fees and other charges associated with the resigned Membership until the earlier of: (i) the reissuance of the Full Membership by the Company, or (ii) the end of the Membership year in which the resignation occurs. A resigned Full Member shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid by the resigned Full Member.

3. A resigned Fractional Member, Social Member, Affiliated Club Member, Junior Golf Member, or Golf Member will not be obligated to pay dues and will not have access to the Club Facilities, except as the guest of a Member, after such time as the resignation is effective.

#### 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 guess conduct shall be deemed by the Company or the Manager to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, in each case as determined by the Company in its sole and absolute discretion, may be reprimanded, fined, suspended or expelled from the Club and/ or have all privileges associated with the membership suspended or terminated by the Company. The Company shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet or maintain eligibility for membership, (ii) submitting false information on the Membership Agreement or Prospective Member Information Statement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Company in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Company from time to time, (vi) abusing Company personnel or employees, or (vii) 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 Company's proposed disciplinary action forthwith and shall be given an opportunity to be heard by the Company to show cause why he or she should not be disciplined. If such member desires to be heard, the member shall deliver a written notice of his or her election within ten days of receiving notice of the proposed disciplinary action and the Manager shall set a time and date (not less than ten days after receiving such election) for a hearing. While such complaint is being considered by the Company, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Company may, for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Company, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, in the event that such amounts remain outstanding 60 days after the date such amounts were first billed, terminate a member.

3. The Company may restrict or suspend some or all of a member's, family member's and/ or guest's Club privileges. If the Company determines that a member's conduct or the conduct of his or her family or guest is improper, the Company may terminate the membership, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. In the event that any such dues or fees or other amounts that are delinquent are paid in full by the delinquent member, such member's suspension shall be lifted. For greater certainty, the payment of any such fees, dues or other amounts shall not result in a reinstatement of any terminated membership. No member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, 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. Any membership which has been terminated hereunder shall be placed on the waiting list for reissuance by the Company. All membership privileges shall cease upon termination of membership. A person whose membership has been terminated shall be obligated to continue to pay dues until the membership is reissued or the end of the membership year, whichever is earlier.

#### LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each family member or guest thereof as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Company shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property left in or on the facilities for six months or more without payment of storage thereon may be sold by the Company, 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 Company without prior written authorization therefrom.

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, quest 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 Company, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Company or the Manager, 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, the Manager, their affiliates, successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage, obligations, suits, charges, expenses and or liability sustained or incurred by him or her, resulting therefrom or arising out of or incident to membership in the Club and/ or from any act or omission of any of the Indemnified Parties and indemnify the Indemnified Parties from and against all liabilities (whether civil or criminal), obligations, losses, damages, claims, suits, charges and expenses, including fees and expenses of legal counsel and expert witnesses, which may be imposed on, incurred by, or asserted against the Indemnified Parties, resulting from a breach of these Rules and Regulations or any other act or omission of the member or his or her guests or family members.

5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any 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. For greater certainty, nothing herein shall permit a member and/or his or her guests and family members to bring any form of action against any Indemnified Parties in respect of any matter from which they are held harmless pursuant to the foregoing paragraph.

## **RESERVATIONS AND CANCELLATIONS**

1. Dinner reservations may be required as determined by the Company. During times of the year in which Dinner service may be offered, Members are asked to assist in maintaining required service levels by making reservations for dining for parties of ten or less prior to 5:00p.m. on the day for which the reservation is made. A 24 hour notice is requested for parties of more than ten persons. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00p.m. on the day for which the reservation is made in the case of parties of less than ten and 24 hours prior to reservation for parties of ten or more.

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 at 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 may not be accepted.

- 4. Reservations for dining will be held for only 15 minutes after the reserved time.
- 5. No member shall plan or set dates for dining room activities without prior approval of the Company.

#### **GRATUITIES**

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Company, may be added to all food and beverage sales. A member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

2. It is customary for the Company to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund to be shared by all employees working at the Club. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. The Company shall be responsible for the distribution of these funds.

#### CHILDREN

1. Unless permitted by the Company, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

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

#### ATTIRE

<u>General Attire</u> - It is expected that members and their family members will 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 Company may publish dress requirements from time to time. Gentlemen and ladies shall dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities except the pool area.

<u>Golf Attire</u> - Proper golf attire is required for all people playing golf or utilizing the practice facilities. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Appropriate golf shoes are required for all golfers. Football, soccer or other large knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are subject to the approval of the golf professional on duty. Use of non-metal spikes of a type approved by the Company is mandatory.

This dress code is mandatory for all people playing golf or utilizing the practice facilities. Improperly dressed golfers shall be asked to change. If you are in doubt concerning your attire, please check with the pro shop.

#### **GUEST PRIVILEGES**

Guest privileges may be extended under the rules established by the Company from time to time. Although it is the intention of the Company to accommodate guests without inconvenience to the members, the Company and the Manager reserve the right to limit the number of guests that are invited by a member on any given day and/ or over the course of a membership year and the number of times a particular guest may use the Club Facilities in any given membership year. The Manager shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Company or the Manager, in their sole and absolute discretion. The Company and the Manager reserve the right, from time to time, to limit the availability of golf starting times for guests. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence in The Private Estates at Seven Canyons or Residence Club unit at The Residence Club at Seven Canyons, including, without limitation, the guest of an owner of a fractional interest in another residence club who enjoys exchange rights involving units at The Residence Club at Seven Canyons. All other guests of a member shall be considered day guests.

#### **DAY GUESTS**

1. A particular day guest may use the Club Facilities as a guest of a member no more than four times during each membership year regardless of whether the guest is sponsored by multiple members.

2. A particular individual using the Club Facilities as a day guest must be registered by the sponsoring member with the Manager. The Company reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Company and the Manager.

3. Day guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of all fees in cash or by credit card or by charge on the sponsoring member's Club account.

4. Day guest charges for any services not paid for in cash or by credit card will be charged against the sponsoring member's Club account.

5. Day guest privileges may be limited by the Company, from time to time, in the sole and absolute discretion of the Company. Notice of such limitation will be given by the Company.

6. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a day guest while at the Club. If the manner, deportment or appearance of any day guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Company, cause such day guest to leave the premises of the Club.

7. The Company may designate two mid-week days on which Golf Members may sponsor day guests to use the golf facilities unaccompanied by the member. Each Founder or Golf Member may reserve up to five tee times per year accommodating no more than 20 rounds for unaccompanied day guests, unless otherwise determined by the Company. Unaccompanied day guests must be sponsored in advance by the member. The Company reserves the right to restrict or eliminate the use of Club Facilities by unaccompanied guests in its sole discretion.

#### HOUSEGUESTS

1. Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence. To provide membership privileges for a houseguest, the sponsoring member must submit a houseguest form upon arrival at the Club.

2. Guest cards for houseguests may be issued for the length of stay, up to a maximum of two weeks.

3. Houseguests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of all fees in cash or by charge.

4. Houseguests are permitted to use the Club Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Company from time to time.

5. Houseguests may be charged a temporary houseguest membership fee for each one week period in addition to all daily use fees as determined from time to time by the Company.

6. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.

7. The houseguest, upon approval of the Company, will be issued temporary charge privileges. The houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all unpaid charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Company.

8. The Club must be notified of a cancellation at least two business days prior to the arrival date of the houseguest. Failure to advise the Company of a cancellation may result in the member's Club account being charged the full houseguest fee.

8. Houseguests must have their appropriate identification with them at all times while using the Club Facilities.

9. The Company reserves the right to require identification by each houseguest.

10. Houseguest privileges may be limited by the Company, from time to time, in the sole and absolute discretion of the Company. Notice of such limitation will be given by the Company.

11. The sponsoring member shall be responsible for the conduct of a houseguest while at the Club. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Company, cause such houseguest to surrender the guest card and leave the premises of the Club.

# **GENERAL GOLF RULES**

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.

2. "Cutting-in" is not permitted at any time. All players must check in with the starter.

3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.

4. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of other players to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.

5. If a player is repeatedly warned for slow play, the Company may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.

7. All tournament play must be approved in advance by the Manager or Golf Professional.

8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

9. Repair all ball marks on the green.

10. Repair all divots.

11. Searching for balls other than those played by members of the group is not allowed on the course at any time.

12. Each player must have his or her own set of golf clubs.

13. Proper golf attire is required for all players, as previously described.

14. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Company personnel warn players about potential lightning in the area, players must stop play immediately.

15. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time.

16. No beverage coolers are permitted on the course unless provided by the Company.

17. "Discontinued Play" Policy: less than three holes played- full 18 hole credit; less than 12 holes played - nine hole credit.

18. Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

19. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.

20. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the pro shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.

21. Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.

22. Walking is permitted during times designated by the pro shop.

23. The Company or the Manager may require, at their sole discretion, the use of use a forecaddie for Unaccompanied guests of members.

# **HOURS OF PLAY**

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop shall determine when the golf course is fit for play.

#### **GOLF STARTING TIMES**

1. All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.

2. Starting times may be made in person or by phone during pro shop hours. Golf Members will be entitled to reserve golf starting times seven days in advance. Residence Club Members will be entitled to reserve one golf starting time for every seven days of any given stay at the time of booking their stay at the Residence Club and additional tee times may be made seven days in advance of play.

3. Starting time changes must be approved by the pro shop.

4. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Company from time to time.

5. Members should notify the pro shop of any cancellation as soon as possible.

# REGISTRATION

1. All members and guests must register in the pro shop before beginning play and all members shall present their membership cards at registration.

2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

# **PRACTICE RANGE**

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Manager's discretion.

2. Range balls are for use on the practice range and may not be used on the golf course.

3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.

4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.

5. Proper golf attire is required at all times on the practice range, as previously described above.

6. Hand bag ball shaggers are not permitted.

7. Lessons by unauthorized professionals are prohibited.

#### **GENERAL GOLF CART RULES**

1. The use of golf carts is mandatory when posted.

2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.

3. Golf carts may only be used on the golf course when the course is open for play.

4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.

5. Only two persons and two sets of golf clubs are permitted per golf cart.

6. Privately owned golf carts are not permitted.

7. Pull carts are not permitted.

8. Obey all golf cart traffic signs.

9. Always use golf cart paths where provided.

10. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.

11. Never drive a golf cart through a hazard.

12. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf

cart by the member, his or her family members or guests or guests of the Club, and shall reimburse the Company and/ or any operator of the Club for any and all damages the Company may sustain by reason of misuse.

13. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.

14. "Course closed" or "hole closed" signs are to be adhered to without exception.

15. Violations of the golf cart rules may result in loss of golf cart privileges and/ or playing privileges.

#### HANDICAPS

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.

2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.

3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.

5. The Company reserves the right to adjust handicaps for Company tournament play. The Company also reserves the right to deny any member entry into tournament play for handicap manipulation.

#### **GOLF COURSE ETIQUETTE**

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

3. Be sociable, but reserve your extended conversations for the 19th hole.

4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.

5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.

6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.

7. The golf rangers will report slow play and all breaches of golf etiquette to the pro shop. Appropriate action will be taken by the pro shop personnel.

#### **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 Company may determine from time to time.

3. Children 12 years and younger must be accompanied and supervised by an adult at all times.

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

5. Children must be toilet trained to use any pool facility. Children wearing diapers are not permitted in any pool.

6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.

7. Showers are required before entering the pool.

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

9. Food is allowed only in designated areas of the pool facilities.

10. All swimmers must wear 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 clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.

11. Radios, televisions, tablets, smartphones and other may only be used with headphones.

12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.

13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

14. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.

15. Diving is not permitted unless otherwise indicated at the pool.

16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel are not to be used in the pool area except as part of an organized course of instruction.

17. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.

18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.

19. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.

20. Smoking is permitted only in designated sections of the pool area.

21. Flotation devices are not permitted except water wings. Small toys such as balls, water guns, rings, etc., are not permitted. Tire inner tubes are not permitted at any time.

22. Persons who leave the pool area for over 60 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

# **GENERAL FITNESS AND LOCKER ROOM RULES**

1. All Club members are entitled to participate in any fitness programs which may periodically be offered and to utilize all fitness 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. The Company reserves the right to establish additional rules and regulations and policies from time to time concerning use of the fitness facilities.

2. Only persons 16 years of age or older are permitted in the fitness facilities and no person under such age shall be permitted access to the fitness room or use of any fitness services, equipment or amenities. Children under the age of 16 may be permitted to use the fitness facilities at the discretion of the Company, and the written approval of their parents. Pets are absolutely prohibited in the spa.

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

4. Members are permitted to bring guests to the fitness facility subject to the policies and procedures specified by the Company. A guest fee will be charged for each guest. All guests, upon entry to the fitness facility, must sign in and register.

5. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted to be worn in any exercise areas of the spa.

6. No bare feet are allowed outside of the steam, sauna and shower areas.

7. Smoking is not permitted in the fitness facility, except outdoors in designated areas.

# LOCKER ROOM FACILITIES

1. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.

2. We recommend you not bring valuables to the Club Facilities. Each person using the Club Facilities assumes liability for the loss of any items he or she has stored in a locker or common closet.

3. For members' convenience, robes, slippers and workout clothing can 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.

4. 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.

#### Sauna and Steam Room

1. 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 room or other facilities that would elevate the core body temperature.

2. 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.

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

4. Never go into a sauna or steam treatment on a full stomach. Wait two hours after a heavy meal before using a steam or sauna treatment.

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 yow- 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, no shaving or paper cups are permitted in the steam treatment room.

# **GENERAL FITNESS RULES**

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

2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

3. 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.

4. 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 in the prescribed manner 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.

5. Regular operating hours for the fitness facilities will be posted by the Company and may be changed from time to time.

6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

7. All members and their guests must sign in at the front desk.

8. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed.

9. All weights and pieces of equipment must be returned to their proper places at the completion of use.

10. Time limits for use of the equipment may be in effect when other members or their family members or guests are waiting to use a piece of equipment.

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

12. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Aerobic or court shoes may be worn at all times in the fitness facility. No black-soled shoes shall be permitted at the fitness facility.

13. Pregnant women should not use those fitness facilities that would elevate their core body temperature.

14. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.

15. Members, family members and guests assume full risk of loss and responsibility for damage to their health.

16. No clothing or personal articles may be stored under benches or in the common areas.

17. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.

18. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.

19. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.

20. All jewelry must be removed prior to exercising.

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