



THE CLUBS
AT ST. JAMES PLANTATION SM

RULES AND REGULATIONS

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January 1, 2010

RULES AND REGULATIONS OF THE CLUBS AT ST. JAMES PLANTATION

Amended and Restated January 1, 2010

SECTION I APPLICABILITY

These Rules and Regulations govern The Clubs at St. James Plantation ("Club") and its Club Facilities, including The Founders Club Facilities, The Members Club Facilities, The Players Club Facilities, and The Reserve Club Facilities, all of which are operated as a single club. These Rules & Regulations are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club Owner 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 Club is committed to providing all Members and their guests with an enjoyable club experience. To uphold these standards, Members and guests are expected to act in a manner consistent with good taste. As used herein, the term "Club Owner" means The Clubs at St. James Plantation, LLC, a North Carolina limited liability company, the current owner of the Club and Club Facilities.

Membership privileges are subject to the Membership Plan, as amended, and these Rules and Regulations. The Club Owner reserves the right, from time to time and in its sole discretion, to waive or modify the terms of its Membership Plan and these Rules and Regulations.

SECTION II PERSONAL RESPONSIBILITY

Any Member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, including without limitation the use of golf carts, or who engages or participates in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off the Club's premises, shall do so at his or her own risk. By using or accepting the use thereof, or engaging or participating therein, each such person agrees to waive and release all claims, and to hold harmless the Club Owner, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's Advisory Committee or other committees (collectively, the "Indemnified Parties") harmless from any and all injury, damage, loss, cost, claim, expense or liability sustained or incurred by such person, or the family or guests of such person, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of Indemnified Parties. Any Member shall have, owe and perform the same obligation to

the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

SECTION III GENERAL RULES

GENERAL

1. In order to use the Club facilities, a Member shall pay all applicable dues, fees and charges.
2. The Club Facilities shall be open on the days and during such hours as may be established from time to time by the Club Owner. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club reserves the right to close the golf course, clubhouse and other club facilities to hold promotional events and tournaments subject to the provisions of the Membership Plan. Certain areas of the Club may be designated as "member only" facilities. The general operations of the Club may be closed one day each week to permit some Club staff members a day off. Notwithstanding that The Reserve Club golf course and other Club Facilities may be closed to the general public at certain times, the Club may have golf outings at such golf course(s) on a closed course day. The Club reserves the right to close the golf course and clubhouse to hold promotional events and tournaments subject to the provisions of the Membership Plan.
3. Performance by entertainers will be permitted on the Club premises only with the permission of the Club Owner.
4. Dining room activities for groups will be permitted only with the permission of the Club Owner.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club premises during hours prohibited by law. Alcoholic beverages will not be sold or served to any person not permitted to purchase the same under the laws of the State of North Carolina or be sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed on the Club premises must be purchased at the Club. The Club reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated.
6. Commercial advertisements shall not be posted or circulated on the Club premises, nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery, without the prior approval of the Club Owner.
7. No petitions may be originated, solicited, circulated or posted on the Club premises without the prior approval of the Club Owner.
8. It is contrary to the policy of the Club to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club Owner. The Club facilities shall not be used in connection with organized religious services, excepting weddings.

9. All food and beverages consumed on the Club premises must be furnished by the Club and may be consumed only in areas designated by the Club Owner.
10. Employees of the Club are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse, pool or other designated areas of the Club premises without the permission of the Club Owner.
11. Members must not request special personal services from the employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Member.
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 Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Owner.
14. It is unbecoming of any Member or guest to abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the ultimate supervision of the Club Owner, and no Member or guest shall reprimand or discipline any employee or send any employee off the Club premises for any reason. Any employee not rendering courteous and prompt service should be reported to the Club Owner immediately.
15. Any 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.
16. Gambling is prohibited on the Club premises.
17. Card playing is only permitted in areas designated by the Club Owner.
18. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
19. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the dining and lounge areas.
20. Cell phone use is permitted only in designated areas.
21. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
22. Firearms and all other weapons of any kind are not permitted on Club property at any time.
23. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

24. All Members, their families and their guests shall abide by these rules and regulations as they may be amended from time to time. Violation of any of these rules or conduct in any manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action in accordance with the Membership Plan of the Club and these Rules and Regulations.
25. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.
26. Golf, Tennis, Fitness or Swim instruction may be provided only by or through the Club. Outside instructors (including Members who act as instructors) are not permitted to provide instruction at the Club.

MEMBERSHIP CARDS

1. A membership card indicating the Member's name and Club account number will be issued to each Member or designated user (as defined in the Membership Plan) and, upon request, the Immediate Family (as defined in the Membership Plan) of a Member or Designated User who are age 12 and over, subject to payment of all applicable dues and other charges by the Member. Membership cards will only be issued upon payment of dues by the Member. Membership cards are non-transferable. 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.
3. In order to protect Members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.
4. Membership cards will be mailed to the Members at the address designated by the Member or held for pick-up at the Membership Office as determined by the Club Owner.
5. In the event of a lost or stolen membership card, the Club Owner must be notified in writing immediately. The Member shall be responsible for all charges placed on the Member's account until written notification of card loss has been received by the Club Owner. A card replacement fee as determined by the Club Owner 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 Club Owner may from time to time designate, and shall display such insignia as required by the Club.

PAYMENT OF DUES AND CHARGES

1. The Club reserves the right to implement a mandatory credit card billing system such that all dues, fees and charges are billed to each Member's approved credit card. In the event the Club implements such a system, it will give notice to such effect to the Members. Each

Member must then furnish the Club with an approved credit card to which the Member authorizes the Club to charge dues, fees and charges.

2. All food, beverage, merchandise and services of the Club charged to a Member's Club account will be billed monthly. A Member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time.
3. The Club may require clubhouse minimums, in its discretion, which the Club may charge to the Member's club account if the Member does not charge such amount during each period.
4. Dues and other charges shall be payable upon receipt of a statement and shall be deemed delinquent if not paid within thirty days after the date of the statement. Past due amounts will accrue a late payment charge of 2% per month, but not to exceed the maximum amount permitted by law. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
5. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.
6. If the Club account of any Member is delinquent, the Club Owner may, at its option, take whatever action it deems necessary to effect collection. In addition, any Member who has a delinquent account shall be subject to such other action as determined appropriate by the Club Owner, which may include suspension or termination.
7. If the Club Owner commences a legal action to collect any amount owed by a Member, or to enforce any other liability of a Member to the Club Owner, and if judgment is obtained by the Club Owner, the Member shall also be liable for all costs and expenses of the legal action and reasonable attorneys fees (including fees required in connection with appellate proceedings).

GRATUITIES

The Club reserves the right to implement a mandatory gratuity percentage to be added to all food and beverage sales, to impose a prepaid service charge, and to establish policies with regard to cash tipping of Club employees.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club Owner to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club Owner shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation:

- (a) if the Member fails to meet the eligibility requirements for membership;
 - (b) if the Member submits false information on an application for membership, guest or lessee privileges;
 - (c) if the Member permits a membership card or Club account to be used by anyone other than the designated holder;
 - (d) if the Member fails to pay any amount owed to the Club Owner in a proper and timely manner;
 - (e) if the Member, or any of such Member's family or guests, exhibits unsatisfactory behavior, deportment or appearance at or outside the Club Facilities.
 - (f) if the Member acts in a manner at or outside the Club Facilities which would likely injure the reputation of the Members or the Club;
 - (g) if the Member, or any of such Member's family or guests, treats any personnel or employees of the Club in an unreasonable or abusive manner; or
 - (h) if the Member, or any of such Member's family or guests, fails to abide by the Membership Plan and the Rules and Regulations of the Club.
2. Any Member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such Member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the Member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a Member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.
3. No Member shall on account of any restriction, suspension or termination be entitled to a refund of any membership fee, deposit, dues or any other charges or fees. During any restriction or suspension, dues and other charges shall continue to accrue and all amounts due to the Club Owner shall be paid in full prior to reinstatement as a Member in good standing. Notwithstanding a suspension or termination of membership, a Member or former Member shall remain liable for any and all amounts owed to the Club Owner.
4. Any person whose membership privileges have been terminated for any reason other than the failure to meet eligibility for membership shall not again be eligible for membership nor admitted to use the Club facilities under any circumstances.
5. The membership deposit of any Member who has been expelled from the Club shall be returned to the Member upon reissuance of the membership to the transferee of the Members Qualifying Property or after 30 years in the same manner as if the Member had not been

expelled. All membership privileges shall cease upon expulsion from the Club. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

LOSS OR DESTRUCTION OF PROPERTY

1. Each Member as a condition of membership, and each guest as a condition of invitation to the Club premises, assumes sole responsibility for his or her property. The Club Owner shall not be responsible for any loss or damage to any private property used or stored on the Club premises, including bag storage and items stored in Club lockers. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. Property or furniture belonging to the Club Owner shall not be removed from the room in which it is placed or from the Club premises without proper authorization. Every Member of the Club shall be solely liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member or by any family or guest of the Member. The cost of any damage shall be charged to the Member's Club account.
3. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required from time to time. Members are asked to assist in maintaining required service levels by making reservations 24 hours in advance. For a party of ten or more, a minimum additional 24 hour notice is requested, and it is further suggested that for these larger parties a set menu be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 12:00 Noon on the day involved.
2. Reservations are required for most activities of the Club and are taken on a first come, first served basis by pre-registering with the appropriate personnel of the Club. Cancellation notice must be given within 48 hours of the event to avoid being charged.
3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first call, first choice basis. Reservations for special tables will not be accepted.
4. Reservations for dining will be held for fifteen minutes after the reserved time.

5. Reservations for banquets should be made at least three weeks in advance. A nonrefundable deposit may be required for a banquet reservation. No Member or committee shall plan or set dates for dining room activities without prior approval of the Club.

CHILDREN

1. Children under 12 years of age are permitted on the Club premises only if accompanied and supervised by an adult. Children under the age of 14 may not use the swimming pool without adult supervision. Members with children 12-17 years of age must sign a Parental Consent form for their children to use the Club facilities without being accompanied and supervised by an adult. Children under 16 years of age are not allowed in the Fitness Center, hot tub, sauna and steam room.
2. Children under the lawful drinking age are not permitted in any bar unaccompanied by an adult.
3. All children must conduct themselves in an orderly manner on the Club premises and shall not be loud or boisterous.
4. Children are permitted to use the Club facilities provided they are used in the manner for which the facilities were intended, subject to any age limitations or restrictions set forth herein or otherwise specified by the Club Owner or Club personnel.
5. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

1. It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. Denim is not permitted attire, unless specifically permitted by the Club. Other specific dress requirements for varying dining times and events may be posted. It is also expected that Members will advise their family and guests of Club dress requirements.
2. Members will realize that it is not possible to stipulate exactly the type of clothing which is appropriate, but it is felt that all Members will understand the intent of the rules and cooperate accordingly. Good, basic common sense should be exercised at all times. The final judgment will rest with the supervisor on duty.

MAILING ADDRESSES

1. Each Member shall be responsible for filing with the Club Owner in writing, preferably on the form provided, his or her mailing address, email address and telephone number and any changes thereto, to which the Member wishes all notices and invoices be sent. A Member shall be deemed to have received mailings from the Club 10 days after they have been mailed to the address on file with the Club Owner. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.
3. The Club will not provide Members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all Members are encouraged to participate.
2. The Club desires to encourage the use of the clubhouse facilities by Members for private parties, on any day or evening, provided it does not interfere with the normal operation of the Club or with the services regularly available to the Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private parties are not permitted on the Club premises unless prior approval is obtained from the Club Owner by a Member who assumes full responsibility for the conduct of the Member's guests in accordance with these rules. The Member sponsoring the private party shall be responsible for any damage caused by the installation of party decor and shall be responsible for the removal of all such party decor. The sponsor of 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.

RESIGNATION OF MEMBERSHIP

1. A Member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office no later than December 1 prior to the membership year in which the resignation will be effective.
2. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's club account.

SECTION IV GUEST PRIVILEGES

1. Guests of Members may be extended guest privileges subject to the Membership Plan of the Club and these Rules and Regulations, and subject to applicable guest fees and charges established from time to time by the Club Owner. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club Owner in its sole discretion.

2. Guests may use the facilities of the Club only in accordance with the privileges of the membership of the sponsoring Member.
3. Local guests (anyone living within a 60 mile radius of St. James Plantation) will not be allowed tennis, swimming or fitness privileges more than twice per month. Guest privileges may be limited on Saturdays, Sundays, holidays and at any other time the Club Owner deems necessary. Members requesting to have more than 4 tennis guests at one time must have prior approval from the Tennis Shop.
4. A guest may use the golf facilities of the Club 15 times per membership year as the guest of a Member, which number of times is subject to change from time to time in the Club's discretion. A guest may use The Reserve Club Facilities 6 times per membership year. This limitation applies to all persons, including Premier Members and Home Course Members, using The Reserve Club Facilities as a guest of Signature Members. The number of times a member may have guests on any one day or during any period of time or at any event or activity may be limited from time to time by the Club Owner.
5. The Club reserves the right to establish houseguest privileges and policies and to implement guest fees and rules and regulations with respect to houseguest usage of the Club Facilities.
6. Each guest must be registered by the sponsoring Member with the Club. The Club Owner reserves the right to require identification by each guest. Guests must be accompanied by the Member at all times when using any facility of the Club, unless otherwise determined by the Club Owner in its sole discretion.
7. The sponsoring Member is responsible for all guest fees and charges. Guest fees and charges for any services may be paid by cash or charged against the sponsoring Member's Club account.
8. Guest privileges may be limited from time to time in the sole discretion of the Club Owner.
9. The sponsoring Member is responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Club personnel, cause such guest to surrender the guest card and leave the Club premises.

SECTION V SWIMMING 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. Every person is required to sign in before using the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.

3. There is no lifeguard on duty at the pool. Adults should not swim alone. Children under the age of 14 should not use the pool without adult supervision. Children under the age of 16 are not allowed in the hot tub.
4. Non-toilet trained children must wear swim diapers in the swimming pool.
5. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
6. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
7. Food is allowed only in designated areas of the pool facilities.
8. 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.
9. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other Members and guests.
10. Bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
11. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
12. 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.
13. 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 area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a Member.
14. 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.
15. 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.
16. Smoking is permitted only in designated sections of the pool area.
17. Flotation devices are permitted for nonswimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination

that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

18. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
19. No running is allowed. No boisterous or rough play is allowed.
20. No diving is allowed in areas of the pool less than 5 feet deep.
21. No person under the influence of alcohol or drugs should use the pool.
22. No person with a skin, eye, ear or nasal infection or any communicable disease is allowed in the pool.
23. No animals or pets are allowed in the pool or on the deck.
24. No glass is allowed in the pool or on the deck. Trash should be placed in the proper receptacles located throughout the pool area.
25. The Club Owner may deny use of the pool to anyone at anytime.

SECTION VI 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 Club 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. Every person should consult a physician before beginning any exercise program and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

6. Regular operating hours for the Fitness Center will be posted by the Club and may be changed from time to time.
7. Every person is required to sign in before using the Fitness Center.
8. Children under the age of 16 are not allowed in the Fitness Center.
9. Guest fees may be charged for use of the fitness facilities. If fees are established, the Member's account will be billed.
10. All weights and pieces of equipment must be returned to their proper places at the completion of use.
11. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow Members.
12. All jewelry must be removed prior to exercising.
13. Horseplay, profanity, indiscreet, and noisy or disruptive conduct are not permitted in the Fitness Center.
14. Smoking and eating are not permitted in the Fitness Center.
15. Proper exercise attire must be worn at all times.
 - (a) No swim attire, cut-offs, sandals or slippers are permitted in the Fitness Center.
 - (b) Shirts and shoes must be worn at all times.
 - (c) Non-restrictive clothing should be worn for exercise, such as a sweat suit, shorts and T-shirt or a leotard and comfortable sport shoes.

SECTION VII SAUNA AND STEAM ROOM RULES

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 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. Children under the age of 16 are not allowed in the sauna and steam rooms.

4. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.
5. 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.
6. Following a strenuous exercise period, **DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT.** Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.
7. 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.
8. For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.

SECTION VIII TENNIS RULES

1. A Member must have an active Golf or Tennis Membership to use the tennis facilities.
2. The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
3. The Club Owner reserves the right to close any or all of the courts at any time, without notice, for maintenance, weather conditions, tournaments or any reason other reason deemed necessary or appropriate by the Club Owner.
4. Proper tennis attire must be worn at all times.
 - (a) No bathing suits, jogging shorts, or cut-offs allowed.
 - (b) Shirts and shoes must be worn at all times on the courts and in the clubhouse.
 - (c) Regulation tennis shoes only - no running shoes or black bottom shoes.
 - (d) No denim.
5. All tennis players must register in the applicable "tennis location" before commencing play. The "tennis location" is the Tennis Shop for the Founders Club tennis courts, the Athletic Club front desk for the Members Club tennis courts and the Sports Center front desk for the Players Club tennis courts.
6. Hours of operation will be established from time to time by the Club Owner and will be posted in the applicable tennis location.
7. Members may reserve court times two weeks in advance by calling the Founders Club Tennis Shop. Reservations are recommended to avoid any inconvenience on the day you

wish to play. If you are not going to use a reserved court time, please call the applicable tennis location in advance so the court may become available to other players.

8. Names of players must be furnished upon request. More than one court time must be approved by the applicable tennis location.
9. Club tournaments and exhibitions have preference of court times.
10. Court times will be held for 10 minutes after the scheduled time, then reassigned. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.
11. At the end of their playing period, players must promptly relinquish their court to the next players. Once a Member is off the court, the Member may sign up for the next available court time.
12. Singles may each play on a court for 75 minutes and doubles may play on a court for an hour and a half, except for certain times designated by management.
13. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.
14. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.
15. Use of the tennis courts shall be subject to the control of management at all times. Management shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The Club may reserve the courts for special events.

SECTION IX GOLF RULES

GENERAL GOLF RULES

1. A Member must have an active Golf Membership to use the golf facilities without payment of additional fees applicable to guests or nonmembers.
2. Except where modified by local rules, all play will be governed by the current regulations of the U.S.G.A.
3. The Golf Professional and staff have authority for the administration and enforcement of all golf rules, golf course regulations and rules of etiquette.
4. The hours of operation of the golf course will vary seasonally, as set by the Club Owner.

5. Players must register at the Golf Shop at least 15 minutes before commencing play and check in with the starter at least 10 minutes before their tee time.
6. Failure to check in and register 10 minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.
7. Players may not tee off prior to the opening of the Golf Shop.
8. The dress code for use of golf courses and golf practice facilities, as outlined below, is mandatory for all players and is intended to maintain the standards desired by the membership of the Club.

For Men: Shirts with collars and sleeves, mock turtlenecks, slacks, golf shorts or walking shorts are considered appropriate attire.

For Women: Dresses, skirts, slacks, golf shorts, mid-length shorts and blouses are considered appropriate attire.

Tank tops, T-shirts, fishnet tops, halter-tops, bathing suits, jams, sweat pants, tennis dress, athletic shorts, cut-offs, blue jeans, or denim of any kind are not permitted.

9. Foursomes have priority over all matches.
10. Twosomes and single players may be paired with other players by the starter. Twosomes may play at the discretion of the Golf 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. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
11. No group shall be composed of more than four players unless authorized by the Golf Shop.
12. Players stopping at the snack bar after nine holes must occupy the next tee and be prepared to resume play before the following group arrives. Failure to do so will result in the loss of position on the golf course and will require the approval of the starter before continuing play.
13. Commencement of play from the 10th hole or "cutting in" on other players is not permitted without the approval of the starter.
14. Play from the local residences is not permitted without prior approval of the Golf Shop.
15. Should play be discontinued at the direction of Club personnel, a "Discontinued Play" Credit will be given as follows:
 - (a) If less than 5 holes are completed, player will receive a full credit;
 - (b) If 5 or more but less than 13 holes are completed, player will receive a 9 hole credit.

16. Players are expected to maintain their position on the golf course, keeping pace with the group in front of them. Slow groups may be asked to allow faster players to play through or to "skip" a hole to maintain their position on the golf course. 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.
17. If a player is repeatedly warned for slow play, the Club 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.
18. All players are responsible for their own safety during hazardous weather conditions and play at their own risk. Under no circumstances shall the Club Owner be held liable for failing to warn players of hazardous weather conditions or the need to cease play.

LOCAL GOLF RULES

1. **LANDSCAPED AREAS.** All landscaped areas that are marked with a white stake and a green top indicate those areas where relief may be taken. The ball must be lifted without penalty, and dropped one club length from the interference. This rule does not provide relief from pine straw or mulched areas void of plantings.
2. **ROADS.** If a ball crosses or comes to rest on any paved road, the ball is considered to be out of bounds. The player must play a ball, under penalty of one stroke, as nearly as possible at the spot from which the original ball was last played.
3. **DROP AREAS.** Establishing special areas on which balls may be dropped is authorized when it is not feasible to proceed exactly in conformity with U.S.G.A. rules.
 - (a) Players Course - Hole #6 – Player hitting second shot into hazard may proceed to the drop areas on the bridge and play his or her fourth shot.
 - (b) Players Course - Hole #7 – Player hitting first shot into the hazard may proceed to the forward tees on the bridge and play his or her third shot.
4. Local committees may establish other local rules for the purpose of running a specific tournament. However, those rules exist for the length of that tournament only.

GOLF COURSE REGULATIONS

1. The course, or any part of it, may be closed to play at any time by the Club Owner.
2. Only registered golfers are authorized to be on the golf courses.
3. All non-golf activities on the golf course and cart paths is prohibited, including but not limited to jogging, bicycling, skating, rollerblading, walking and walking of dogs. No fishing is permitted from the golf course or adjacent areas. The cost of repairing any damage to the golf course resulting from such prohibited activity shall be charged to the responsible Member.

4. Personal beverage coolers are not permitted on the course.
5. Ball "hawking" (searching for golf balls other than those played by members of the group) is not permitted on the course at any time.
6. Inclement Weather Policy - The Club does not possess an inclement weather (i.e. lightning, thunderstorms, etc) early warning or detection system. Members and/or guests are advised that they play at their own risk and the Club is under no obligation to warn, retrieve, and/or remove anyone from the golf course due to inclement weather. Members and/or guests may suspend their round at any time upon their own determination of the dangers existing, impending or threatened inclement weather and any refund or credit will be issued in accordance with the Club's Rain Check Policy. Neither Troon Golf nor the Club is responsible for injuries or damages resulting from inclement weather.
7. Players shall comply with all signs and other instructions posted by Club personnel to prevent damage to all or part of the golf course.
8. Practice activities are to be restricted to the putting green, driving range and other designated areas. Practice on the course is not permitted.
9. Each player must have his or her own set of golf clubs.
10. If an electronic device is taken on the golf course or driving range, it must be programmed so that it does not make noise that would interfere with the enjoyment of others.

GOLF STARTING TIMES

1. All players must have a starting time reserved through the Golf Shop. The staff shall assign the starting time depending on availability.
2. Starting times may be made in person, via the on-line golf reservation system or by phone during Golf Shop hours.
3. Starting time changes must be approved by the Golf 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 Club from time to time.
5. Members should notify the Golf Shop of any cancellation as soon as possible.

PRACTICE RANGE

1. The practice ranges are open during normal operating hours as posted in the Golf Shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.

3. Range balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
4. Parking of golf carts is allowed in designated areas.
5. Lessons by unauthorized professionals are prohibited.

GOLF COURSE WALKING POLICY

1. Members with the Annual Cart Plan may walk at any time during the day provided they inform the Golf Shop staff upon check in. Golf Members who do not have the Annual Cart Plan may walk the courses after 2:00 p.m. during the winter months, and after 4:00 p.m. during the spring and summer months.
2. Players may use pull, push, or motorized carts.
3. All pull, push, or motorized carts, and bags must be kept a minimum of ten yards away from the putting surface, and out of bunkers and landscaped areas.
4. Pace of play policies will remain the same whether walking or riding a golf cart.
5. Each player who walks must carry a bottle of sand.
6. Pulling a cart while riding in a golf cart is not permitted.
7. Do not pull or push a cart on a tee box or between the green and a bunker.

GOLF CARTS

1. Each Member is required to sign a golf cart waiver of liability form.
2. 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.
3. Operators assume full responsibility for any and all damages caused by the use or misuse of a golf cart, including repairs to the golf cart, by the Member, his or her family members or guests, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of such use or misuse. 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.
4. The operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license.
5. Golf carts are not permitted on any tee area.

6. Golf carts are restricted to two persons and two sets of golf clubs.
7. Golf carts are not to be used off of the golf course premises.
8. The use of private carts is not permitted.
9. Golf carts shall remain on cart paths where available. Drivers must observe and obey all signs, stakes, roped off areas and other markers used to guide carts.
10. Golf carts shall not be used by a Member or guest on the Club Facilities without proper assignment and registration in the Golf Shop.
11. Golf carts may only be used on the golf course when the course is open for play.
12. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
13. Never drive a golf cart through a hazard.
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.
16. The Club Owner currently offers an annual golf cart plan. The golf cart plan shall entitle the Member and immediate family if a family golf cart plan is purchased, to play golf without payment of golf cart fees only at the golf course or courses at which the Member has full golf privileges (i.e. privilege to play golf without payment of greens fees).

GOLF HANDICAPS

1. Handicaps will be computed under the supervision of the Golf Professional in accordance with the current U.S.G.A. handicap system.
2. To establish a handicap, a player must turn in a minimum of five "18 holes" scores.
3. Only Members with an approved U.S.G.A. handicap may participate in Club sanctioned tournaments. All handicaps submitted may be reviewed by the Golf Shop.
4. 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 Golf Shop shall assist any Members needing help with the posting procedures.
5. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf Shop shall determine if there are violations by Members in turning in their scores.
6. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any Member entry into tournament play for handicap manipulation.

GOLF COURSE ETIQUETTE

1. Players should play without delay by going directly to their ball and being prepared to play when it is their turn.
2. Players should not play to the green while maintenance personnel are present.
3. Upon completion of a hole, players should leave the green immediately, place their clubs in their bag and mark their scores at the next tee.
4. Players are expected to keep pace with the group ahead of them. Falling more than one hole behind the expected pace of play may result in the group being directed to move to the next tee box.
5. On the putting green, players should study their putt while others are doing the same and be prepared to putt when it is their turn.
6. Prior to putting, players should park their golf cart at the back of the green closest to the next tee.
7. Players should repair their divots with sand provided in the golf carts, and should repair their ball marks on the putting green (other ball marks should also be repaired, when time permits).
8. Enter and leave bunkers at the nearest level point to the green. Before leaving a sand trap, a player should carefully rake over all holes and footprints, and should leave the rake in the bunker with the handle pointing out of the bunker.
9. Players are not to play until the players in front are out of range and are completely clear of the putting green.
10. Under normal circumstances, a round of golf should not exceed four hours and fifteen minutes. Programs may be introduced to promote and maintain this standard.
11. All players shall observe the rules of golf etiquette as adopted by the U.S.G.A. at all times.

MINORS ON THE GOLF COURSES

Safety is the ultimate concern in all golf operations. Young children on golf courses or practice areas are at great risk of unintentionally standing too close to a player's swing path and they may not be aware of other safety factors such as when or where to hold onto the grab rail of a golf cart. Due to these and other safety concerns, the following rules apply to children:

1. Children aged four years or younger are not permitted in golf carts, on the golf courses, or on the practice ranges at any time.
2. Children are not allowed to be held by a passenger or driver in a golf cart, nor are they allowed to sit in the lap of anyone in a golf cart.

3. Children ages 5 to 11 may only ride on a golf cart if accompanied by a parent, grandparent, or legal guardian who accepts full responsibility for their safety and behavior.
4. In order to operate a golf cart, a golfer must be at least 16 years of age and in possession of a valid drivers license.
5. Children under the age of 16 are not allowed on the golf course unless they are specifically registered with the Golf Shop to play golf.