

Rules and regulations

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PREAMBLE

These Rules and Regulations for The Club at Arrowcreek (the "Club") are intended to govern the use of the Club Facilities referred to and as defined in the Membership Bylaws. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the 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. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, the reference shall be to the *Club owner, the Operator, and/or the Manager (as defined in the Membership Bylaws)* (collectively referred to as the "Company"), doing business as the Club, each of which shall have the right to take such action and shall have such rights.

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 Club from time to time. Certain areas of the Club or portions of the Club Facilities may also be closed for scheduled maintenance, repairs and other purposes deemed necessary by the Club, in its sole discretion, from time to time.

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

4. Dining room activities for groups will be permitted only with the permission of the Club and subject to availability.

5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion and in accordance with state and/or local law, 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's premeises must be furnished by the Club unless otherwise approved by the Club.

7. Employees are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club without the permission of the Club.

8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club's premises or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the

Club, no petition shall be originated, solicited, circulated or posted on the Club's premises.

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 Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

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

12. Dogs or other pets (with the exception of qualified service dogs assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Qualified service dogs must be on a leash. Members are responsible for any damage caused by an animal owned by the member or under the member's control.

13. All major complaints, criticisms or suggestions relating to any of the operations of the Club or its employees should be in writing via letter or email, signed and addressed to the General Manager of the Club.

14. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club's premises for any reason.

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 may be towed at the owner's expense.

16. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the dining and lounge areas.

17. Cell phone use is permitted only in designated areas.

18. No fireworks are permitted anywhere on the Club's premises or adjacent areas unless part of a fireworks exhibit organized and conducted or otherwise approved by the Club.

19. Firearms and all other weapons of any kind are not permitted on the Club's premises at any time.

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

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

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

23. 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.

MEMBERSHIP CARDS

1. Upon acceptance into membership, **t**he Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of ten or over the age of 22. Members and their families are encouraged to have their membership cards with them while using the Club Facilities.

2. In order to protect members from improper charges, when requested membership cards must be presented at the time of purchase or service for all transactions.

3. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office whichever is the most mutually convenient for the member and the Club.

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

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

MEMBER DUES AND CHARGES

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

2. A member may enjoy 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. All food, beverage, merchandise and services of the Club charged to the member's club account will be billed monthly and each member's club account shall be due and payable upon receipt of the monthly statement. The Club may require 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. 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. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

5. If a member fails to pay any club account within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.

6. 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.

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

SERVICE CHARGES

1. For the convenience of all members, an automatic service charge which is not a tip or gratuity), in a percentage or amount as determined from time to time by the Club, shall be automatically added to all food and beverage charges for the convenience of all members, all or a portion of which may be distributed by the Club to its food and beverage service employees.

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

CONTACT INFORMATION

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

Formal complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the General 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 Club Facilities by members for private functions on any day or evening, provided it does not materially interfere with the normal operation of the Club or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function, whether a member or sponsored guest, shall assume full responsibility for the conduct of guests in accordance with these rules and for the installation of party décor and shall be responsible for the removal of any such party decor following the event. The sponsor of the function shall be responsible for any damage to the Club Facilities and for payment in full for the use of the Club's facilities and any outstanding charges, including any charges not paid by individuals attending the private function, immediately upon receipt of the Club's invoice.

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

EXISTING & FORMER MEMBERS OF ARROWCREEK CC REJOINING AFTER THE 1/21/14 BANKRUPTCY CANCELATION OF CONTRACTS. INITIATION FEES MAY BE WAIVED BY THE CLUB AT ARROWCREEK FOR ANY EXISTING AND FORMER MEMBERS OF ARROWCREEK COUN-TRY CLUB WHO REJOIN WITHIN 60 DAYS FROM THE DATE THE NEW OWNER, FRIENDS OF ARROWCREEK, ACQUIRES THE CLUB.

RESIGNATION OF MEMBERSHIP

1. A member may resign their membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned <u>60</u> days from the first of the following month from the receipt of the written notice of the member's resignation. The resignation shall be for a period of one year, meaning that no resigned member may reapply for membership until the expiration of at least one (1) year after the member's resignation, unless otherwise provided herein.

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

REINSTATEMENT OF A MEMBERSHIP

1. If a resigned member wants to rejoin the club prior to the expiration of the one (1) year resignation period referenced herein, the resigned member shall be responsible for and shall pay to the Club a new initiation payment or rejoining fee, as applicable and as imposed by the Club from time to time in its absolute discretion..

BOARD OF GOVERNORS

1. The Club may have a Board of Governors ("Board") consisting of not less than seven (7) members with staggered terms. Members of the Board shall be appointed to 2-year terms at the same time each year with their terms to begin immediately after their appointment. Any member of the Board may be removed by the majority vote of the Board or by the Club Manger acting on behalf of the Company at any time for any reason or no reason.

2. Upon request by the Club's General Manager, the Board shall advise and counsel the General Manager and the Company on any and all items relating to the conduct of Club affiars, including, but not limited to, the following areas: (i) membership admission policies, (ii) design and functional arrangement of Club Facilities, (iii) initiation payments and dues for all categories and classes of membership; (iv) the Rules and Regulations, guest policies and operating hours of the Club, (v) all policies having to do with questions of conduct, mode of dress, and all other related disciplinary matters; and

(vi) all plans for renovating, remodeling, modernizing, or expanding of the Club Facilities.

3. The Board shall represent the entire membership on matters that might affect the harmonious relationship between the membership and the management of the Club. Complaints, criticisms, suggestions and other communications concerning such matters of members shall be made in writing to the General Manager with a copy sent to the Board. The Board shall report to the General Manager. It shall have no right or power to direct, manage, supervise or control the management of the Club or the Company.

DISCIPLINE AND DISCIPLINE

Members are responsible for their own conduct and for the conduct of their fami-1. ly members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, (vii) conviction of a felony (member or spouse), or (viii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

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

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership 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.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member, as a condition of membership, and each guest, as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six (6) months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

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

3. Every member of the Club shall be liable for any property damage and/or personal injury occurring on the Club's premises, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member or any guest or any family member, with the cost of such damage being charged to the responsible member's club account, and the Club shall not be responsible or liable for any property damage and/or personal injury occurring on the Club's premises, including, but not limited to, those resulting from the actions of others.

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, 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 Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, any manager of the Club Facilities, and each of their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory board or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the 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 any of the Indemnified Parties, unless caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

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

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required from time to time as determined by the Club and shall be subject to availability. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten (10) persons will be accommodated on an "as available" basis. A 24-hour notice is requested for parties of more than ten (10) persons, and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

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

3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will be accepted if available.

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

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

Children

1. Unless permitted by the Club, children under **twelve (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 will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that

members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities. Bathing suits may only be worn in the pool areas. All other Club Facilities require appropriate cover-ups.

<u>**Golf Attire</u>** – Proper golf attire is required for all players. Proper attire shall mean the following:</u>

- 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, blue 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, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with "soft spikes" or spikeless shoes must be worn by all golfers.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited by a member. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.

1. All guests must be accompanied by the sponsoring member or a member of the Host Committee or Golf Professional or Assistant Golf Professional while using the Club Facilities unless the Club determines otherwise.

2. Other than a family member and as stated in the exception in #3 below, a particular person may use the Club Facilities as a guest a maximum of six (6) times total each membership year, regardless of the accompanying sponsoring member. Invitational tournaments will not be counted toward the six (6) visits.

3. With the permission of the General Manager a member may reserve a room for an organized activity; IE: Bridge, Book Clubs, Sewing Clubs, Poker, Mahjong etc. For

these organized activities the Members' guests may use the Club Facilities on the day of the activity.

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

5. Guests will be allowed to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of any required and applicable fees.

6. Guest charges for any services will be charged against the sponsoring member's club account or **credit card.** It may also be charged to the guest's credit card at the time of purchase or service.

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

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the United States golf Association ("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. Under no circumstances are players permitted to start play from residences.

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 (4) hours fifteen (15) minutes. This amount of time is more than adequate, provided all players remain aware of the rights of others 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 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. 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 Golf Professional.

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

9. Players must repair their own ball marks as well as the ball marks of others, when noticed, on the greens.

10. Players must 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 Club 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 during golf operational hours. If these activities are done in conflict with this rule, the club will not be liable for any harm or injury received by the offender.

16. The use of cellular telephones is always discouraged on the golf course. Players should always have their phones on vibrate or silent mode and should keep calls to a minimum.

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 the 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. If a golfer walks, they must keep up with the pace of play or ride in a cart and pay the cart fees for that round of golf.

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.

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 Club from time to time.

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

6. The Club reserves the right to install an automated tee time reservation system for tee time reservations.

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 if asked by the pro shop or starter

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 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. 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.

6. 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. Players must obey all golf cart traffic signs.
- 7. Players must always use golf cart paths where provided.

8. Players must avoid soft areas on fairways, especially after rains and use roughs whenever possible.

9. Players must never drive golf carts through hazards.

10. 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 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, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

11. 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.

12. Players must adhere to all "Course closed" or "hole closed" or "Cart path only" signs without exception.

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

PRIVATE GOLF CART RULES

The following rules and regulations apply to the operation of privately-owned golf carts of members who own a home in the Community:

1. Private golf carts are permitted in the Community subject to these Rules and Regulations established by the Club from time to time. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts may be used only by persons who own a home in the Community.

2. Private golf carts must be annually approved by the Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Club. The Club may require routine maintenance to be performed on privately-owned golf carts.

3. The Club will establish from time to time the safety specifications that all privately-owned golf carts must meet. All privately-owned golf carts must include a rearview mirror, reflectorized warning devices in both the front and rear of the golf cart and any other safety equipment required by the Club from time to time.

4. Left blank on purpose.

5. All golf cart owners agree to comply with the rules and regulations established by the Club as they may be amended from time to time.

6. Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players.

7. A trail fee for privately-owned golf carts will be established, and may be changed, from time to time, by the Club. The trail fee will be billed on a membership year basis. The trail fee is non-refundable. The trail fee shall not be prorated, except for the first year a Member applies for private cart privileges.

8. Trail fee privileges are for the benefit of the golf cart owner and members of his or her immediate family. Guests playing with the golf cart owner shall be required to pay the golf cart fee established from time to time by the Club.

9. All golf cart owners shall be required to sign a release of liability agreeing to hold the Company and the Club, and each of their affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.

10. Each year a resident using a private golf cart shall be required to provide the Club with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts

determined by the Club from time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to the Club.

11. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member, his or her family or guests, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.

12. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the relevant homeowners association's security house force and the appropriate law enforcement agency.

13. Golf carts may only be used during daylight hours, unless they are equipped and licensed for street use.

14. Private golf carts are only permitted to be used on or in The Club at Arrowcreek's golf course property or club property upon the execution of a private golf cart agreement with the Club.

15. An identification number and a yearly decal will be issued to private golf cart owners upon the signing of a private golf cart agreement, providing of a certificate of insurance and payment of an annual trail fee to the Club. Annual decals should be placed on the front of the golf cart in clear view.

16. Residents using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.

17. Violations of these Rules and Regulations may result in the revocation of private golf cart 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 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

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 clubhouse.

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.

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 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 your resting rate before entering either facility.

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

7. For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.