



THE CLUB

AT LAKE SINCLAIR

RULES AND REGULATIONS

TABLE OF CONTENTS

| | |
|--|-----------|
| RULES AND REGULATIONS | 1 |
| ARTICLE A - PREAMBLE | 1 |
| ARTICLE B - REGULATIONS | 1 |
| 1. Membership Privileges | 1 |
| 2. Initiation Fees, Dues And Other Charges | 1 |
| 3. Transferability of Memberships..... | 2 |
| 4. Membership Application | 2 |
| 5. Membership Year..... | 2 |
| 6. Membership Cards | 2 |
| 7. Charge Privileges, Indebtedness and Collection..... | 3 |
| 8. Guests | 5 |
| 9. Unauthorized Entry..... | 5 |
| 10. Suspension and Termination of Membership | 5 |
| 11. Policy Regarding Alcohol Service | 7 |
| 12. Prohibited Activities..... | 8 |
| 13. Loss or Destruction of Property or Instances of Personal Injury..... | 8 |
| 14. Members' Board of Governors..... | 9 |
| 15. Acknowledgment of Membership Rights..... | 9 |
| 16. Holiday Gratuity | 10 |
| ARTICLE C - RULES | 11 |
| SECTION 1 CLUB RULES | 11 |
| 1. General Club Rules | 11 |
| 2. Mailing Addresses..... | 12 |
| 3. Club Services and Activities..... | 12 |
| 4. Reservations and Cancellations | 13 |
| 5. Children | 13 |
| 6. Attire..... | 13 |
| SECTION 2 GOLF RULES | 14 |
| 1. General Golf Rules..... | 14 |
| 2. Golf Tee Times | 16 |
| 3. Registration..... | 16 |
| 4. Weather and Rain Check Policy | 17 |
| 5. Practice Facility | 17 |
| 6. Golf Cart Rules | 17 |
| 7. Handicaps | 18 |
| 8. Golf Course Etiquette..... | 18 |
| SECTION 3 TENNIS RULES | 19 |
| 1. General Tennis Rules | 19 |
| 2. Tennis Etiquette | 21 |
| SECTION 4 FUTURE POOL RULES | 21 |
| 1. General Pool Rules..... | 21 |
| SECTION 5 FUTURE FITNESS CENTER POLICIES AND RULES | 23 |

October 31, 2016

THE CLUB AT LAKE SINCLAIR

RULES AND REGULATIONS

ARTICLE A - PREAMBLE

These Rules and Regulations for The Club at Lake Sinclair (the "Club") 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 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 TCLS Holding Company, LLC (the "Company"), doing business as the Club, shall have the right to take such action and shall have such rights.

ARTICLE B - REGULATIONS

1. MEMBERSHIP PRIVILEGES

Memberships are offered subject to the terms and conditions of the Membership Plan, these Rules and Regulations and the payment of the required Initiation Fees(s), dues and other fees as may be established by the Club from time to time ("Initiation Fees Memberships"). The rights and privileges associated with each category of membership in the Club are described in detail in the Membership Plan.

2. INITIATION FEES, DUES AND OTHER CHARGES

Each person who acquires a membership in the Club is required as a condition of membership to make an initiation Fees(s) established by the Club from time to time for the category of membership acquired (the "Initiation Fees"). The Club will determine from time to time the amount of Initiation Fees to be made for each category of membership. The Initiation Fees is non-refundable.

The Club will determine from time to time the amount of dues to be charged for each category of membership. Dues will be paid in advance on such basis as may be determined by the Club from time to time.

(a) The payment of dues will not be abated.

(b) Members who resign or are expelled from the Club during a membership year are responsible for the payment of dues through the date of resignation or termination, including any past due amounts.

(c) The amount of any other fees and charges required to become a member of the Club or to use the Club Facilities shall be determined by the Club from time to time.

(d) Any member who upgrades to a higher category of membership during the membership year will be required to pay the annual dues for the higher category of membership prorated for the remainder of the membership year.

3. TRANSFERABILITY OF MEMBERSHIPS

Memberships are transferable only as set forth in the Membership Plan and this Section of the Rules and Regulations:

(a) The disposition of a membership upon the death of the member is governed by the Membership Plan under the heading "Death of a Member."

(b) If a member is married, both spouses have equal privileges to use the Club Facilities. The disposition of a membership upon a separation or divorce is governed by the Membership Plan under the heading "Legal Separation or Divorce."

4. MEMBERSHIP APPLICATION

Each eligible person interested in acquiring a membership in the Club should submit a fully executed and completed Membership Agreement to the Club, additional requested paperwork along with a check in the amount of the required Initiation Fees, and any other charges as may be requested by the Club. All applications for membership in the Club will be reviewed and acted upon by the Club. If the applicant is accepted by the Club, the Club will send the applicant notice of his or her acceptance, and a membership card for the member and his or her family members who are entitled to use the Club Facilities under the membership. In the event the Club does not act favorably upon a person's application, the Club will return the application together with any payment, without interest, which the applicant made to the Club.

6. MEMBERSHIP CARDS

(a) A membership card indicating the member's name and club account number will be issued to the member, member's spouse or lifetime partner, and the family members who are entitled to use the member's membership. Membership cards are not transferable. Unmarried children under the age of 23 must live at home or attend school on a full-time basis to be able to use the Club facilities under their parents' membership in accordance with the member's category of membership. Membership cards will not be issued to children under 10 years of age or over 22. A valid membership card must be presented to use the Club Facilities and to charge at the Club.

(b) A membership card or account number may not be used by any person other than the person to whom it is issued, unless otherwise allowed by the Club.

(c) The Club must be notified immediately, in writing, of any lost or stolen membership card. In the event a membership card is lost or stolen, the member's club account will be canceled at the request of the member, and the Club will issue a new account number and cards. This procedure is designed to reduce the risk that unauthorized persons will be able to charge items to a member's account. The member is responsible for all charges placed on the account until the Club receives written notification that the card is lost or stolen. Members will be charged an administrative fee for each new membership card issued to them. The administrative charge will be determined by the Club from time to time and will be automatically billed to the member's club account.

(d) Each member will receive and must display a membership card or other documents as may be required by the Club from time to time.

7. CHARGE PRIVILEGES, INDEBTEDNESS AND COLLECTION

(a) A member is entitled to charging privileges at the available Club facilities per the member's category of membership so long as his or her membership is in good standing.

(b) A member's club account will be billed monthly and is due in full upon the member's receipt of his or her account statement. In the event any payment due hereunder has not been received within thirty (30) after the statement due date, the payment shall be deemed delinquent. Interest charges will be charged to a member's account in accordance with Georgia law which currently is delinquent at the rate of Sixteen (16.00%) percent per annum from the date of delinquency until paid.

(c) The Club shall have the right, in its sole discretion, to suspend the members' use of Club privileges whose club account payments are delinquent until their club account obligations are paid in full.

(d) Members shall be charged a reinstatement fee, as determined by the Club from time to time, to reactivate club accounts once they have been suspended. Continued delinquency or repeated incidents of delinquency by a member may result in termination of membership in the Club.

(e) If payment by a suspended member is received in full prior to the termination of such member's membership in the Club, including any reinstatement fees owed by the member, then the member shall be reinstated as a member in good standing.

(f) If the club membership of any member is suspended and/or terminated, the Club may take whatever action it deems necessary to effect collection of Club accounts. If the Club takes any legal action to collect any club account owed by a member of the Club, or to enforce any other liability of a member of the Club, such member also is

liable for all costs and expenses of such legal action, reasonable attorneys' fees, and costs of court, including such fees required in connection with appeal proceedings.

(g) The Club requires each member to give the Club a credit card as security for payment of all charges incurred at any time by such persons in using the Club Facilities. All charges incurred by such persons which remain outstanding after the required payment period may be charged to or against such credit card.

8. GUESTS

(a) All guests of a member of the Club shall be considered accompanied or unaccompanied guests of the member.

(b) Guest's privileges are available subject to the following conditions:

(i) Guests are required to be accompanied by the sponsoring member unless otherwise determined by the Club from time to time.

(ii) Guests may not use the golf facilities more than a total of six (2) times per membership year whether they play with different members or not.

(iii) Guests will be charged guest fees and daily use fees to use the Club Facilities as determined from time to time by the Club.

(iv) Guest charges may be charged against the sponsoring member's club account. Cash payments and credit card payments are permitted.

(v) To provide golf privileges for an unaccompanied guest, the sponsoring member must make the tee time arrangements prior to the arrival of the guest and in accordance with his or her membership privileges.

(vi) The Club must be notified of a cancellation prior to the arrival date of the guest. Failure to advise the Club of a cancellation may result in the member's club account being charged.

(vii) Guests may not attend certain member functions or member sponsored clubs unless accompanied by a member and such event allows accompanied guests or as otherwise determined by the Club.

(c) Guests will be entitled to use the approved Club Facilities only in accordance with the privileges of the membership of the sponsoring member

(d) Guests must have their guest card, if applicable with them at all times while using the approved recreational facilities as determined by the Club.

(e) 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, require such guest to surrender the guest card and leave the premises of the Club.

(f) All guests will be required to register with the Club. The Club reserves the right to require photo identification for each guest.

(g) Guest privileges for any facility may be limited by the Club from time to time. Notice of such limitation will be given by the Club.

(h) The Club currently allows members to arrange for approved members of their immediate family who are not otherwise entitled to use the Club Facilities under the membership, to use some Club Facilities on a limited basis as extended family members and upon payment of such additional dues and use fees as required by the Club from time to time.

(i) The Club may allow, on a limited basis, approved extended family members who are unaccompanied to have access to the Club.

(j) A member may not be a guest of another member of the Club unless otherwise determined by the Club.

9. UNAUTHORIZED ENTRY

Maintenance and equipment buildings and other service areas are off limits to Members, Family members and guests, unless accompanied by an authorized employee of the Club

10. SUSPENSION AND TERMINATION OF MEMBERSHIP

(a) A member may be terminated or suspended by the Club for cause if, in the sole judgment of the Club, the member:

(i) fails to meet eligibility requirements for membership;

(ii) submits false information on the application for membership or for guest or lessee privileges;

(iii) permits his or her membership card, membership number to be used by anyone other than the designated holder or as determined by the Club;

(iv) exhibits inappropriate behavior, deportment or appearance;

(v) fails to pay any amount owed to the Club in a timely manner;

(vi) fails to abide by these Rules and Regulations or any other rules issued by the Club, as amended from time to time;

(vii) treats the personnel, employees, other members & guests or property of the Club in an unreasonable or abusive manner; or

(viii) fails in or refrains from any other conduct or obligation determined by the Club from time to time as appropriate for termination of membership.

(b) The Club may restrict, suspend or terminate any member's rights to use any or all of the Club Facilities based on the grounds set forth in the preceding paragraph. No such member shall on account of any such restriction or suspension be entitled to any refund of any membership dues or any other fees. During the restriction or suspension, dues and other Club charges, shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

(c) When the Club is considering any disciplinary action against a member other than a reprimand or a suspension for nonpayment, the Club will notify the member in writing of the proposed action and the reason for the proposed action, and will give the member an opportunity to be heard by one or more representatives of Club management selected by the Club to show cause why he or she should not be disciplined. If the member desires to be heard, they must provide a written request for a hearing before Club management to the Club within fifteen (15) days of the date of the Club's notice of the proposed action. Upon the Club's receipt of the written request for a hearing, the Club will set a location and a date and time not less than ten (10) days thereafter for such hearing. There is no requirement that a member receive a warning prior to disciplinary action. Guest privileges may be terminated without prior notice or a hearing.

(d) A member whose membership is terminated by the Club for violation of these Rules and Regulations will not be entitled to the repayment of his or her Initiation Fee.

(e) Depending on the circumstances and the nature of the action or activity involved, the Club may discipline a member within its sole discretion.

(i) Immediate Action. Certain offenses may, within the sole discretion of the Club, require immediate review and proposed action. The following list is meant to be illustrative of such offenses, but not comprehensive:

- 1) Improper touching;
- 2) Sexual harassment;
- 3) Disorderly or inappropriate conduct; and
- 4) Verbal or physical abuse to The Club at Lake Sinclair staff, considered by the Club to be so egregious as to require immediate action.

(f) Notwithstanding any such termination or suspension, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

(g) Any member of the Club whose membership has been terminated for cause shall not again be eligible for membership nor admitted to use the facilities of the Club unless otherwise determined by the Club.

(h) all relatives and guests of the Club's members shall be subject to the same disciplinary rules and process and additionally consequences may impact the member.

(i) During any suspension period, the member, their family members, and their guests will not be allowed on Club property. Any violation of this suspension will cause further disciplinary action up to and including termination.

11. POLICY REGARDING ALCOHOL SERVICE

Appropriate alcohol service is a matter of interest to all Members of the Club who share a mutual desire that such service be consistent with proper decorum and with the law. Therefore, this policy has been established by the Club to benefit Members and staff and to outline their respective responsibilities.

(a) The Club's policy is to comply with the laws of the State of Georgia, as they pertain to the purchase, service and consumption of alcohol. Furthermore, the Club's policy is not to serve alcoholic beverages to anyone who appears to be intoxicated. This policy applies to Family members and guests as well as to Members. Alcoholic beverages will not be served in excessive quantities to any person.

(b) No alcoholic beverage will be sold or consumed on the premises by persons under the age of twenty-one (21). Identification will be requested of any person who appears to be under the age of twenty-one (21).

(c) The Restaurant Management shall ensure, through means which he/she deems appropriate, that the bartender, wait staff and others are instructed in making an initial determination of excessive alcohol consumption by an individual. When such determination has been made, the staff person shall communicate with the Restaurant Manager. If possible, the Restaurant Manager shall personally observe the individual concerned. The Restaurant Manager shall then make a determination to cease or not cease service in a diplomatic manner, either advising the Member directly, or the host Member who shall be responsible for advising Family members and his/her guest.

(d) In the absence of the Restaurant Manager, matters involving alcohol service shall be reported to the General Manager or President who will fulfill the duties of the Restaurant Manager, including the determination to cease or not cease service to any person.

(e) The Club will not serve any alcoholic beverage in an open container for offsite consumption. Any complaint with respect to this regulation shall be directed to the General Manager and not to service personnel of the Club. The Club may sell unopened containers of wine and/or beer for offsite consumption as permitted under its liquor license.

(f) No alcoholic beverages shall be brought onto or removed from the Club Facilities by Members, Family members or Guests unless approved in writing by the Club .

(g) It is the Club's policy to support its staff in the implementation of this policy regarding alcohol service. It is the Club's policy that each Member must assume responsibility not only for himself or herself, but also for his/her Family members and guests. Further, each Member is encouraged to comply with the spirit of this policy by assisting in its implementation, insofar as fellow Members are concerned.

(h) Members should not reprimand or abuse staff under circumstances where the staff's judgment indicates alcohol service to an individual should cease.

(i) Any disciplinary action taken against a Member which arises as a result of the implementation of the Club's policy on alcohol service shall be at the discretion of Club management.

(j) Persons under the applicable drinking age are not allowed in any bar area unless accompanied by a parent.

12. PROHIBITED ACTIVITIES

The Club shall have the right and power to prohibit any games, sports, gambling or other activities which it may, in its determination, consider harmful to the interests of the general membership and/or the Club.

13. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

(a) Each member as a condition of membership and each guest as a condition of invitation to the premises of the Club assume sole responsibility for his or her property. The Club and its affiliates are not responsible for any loss or damage to any private property used or stored on the premises of the Club, whether in lockers or elsewhere. Any personal property left in or on the Club premises without payment of storage facilities for six (6) months or more 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, shall belong to the Club.

(b) No person is to remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without prior Club authorization. Every member of the Club is liable for any property damage or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, any guest or any family member. The cost of such damage will be charged to the member's club account.

(c) Any 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, 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, understands that there exists an inherent risk of damage to property or personal injury in such activities and hereby specifically undertakes to do so at his or her own risk, and shall hold the Club, the owners, their affiliates and their governors, directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefore or from any act or omission, including negligence, of the Club, the owners, their affiliates and their governors, directors,

officers, employees, representatives or agents. Any member shall have, owe and perform the same obligation to the Club, the owners, their affiliates and their governors, directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such member.

(d) Should any party bound by these Rules and Regulations bring suit against the Club, the owners, LLC, their affiliates, and their governors, directors, officers, employees, representatives or agents (collectively, 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, its affiliates and their governors, directors, officers, employees, representatives or agents, said party shall be liable to the Club, the owners, their affiliates and their governors, directors, officers, employees, representatives and agents for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' fees through all appellate proceedings.

14. MEMBERS' BOARD OF GOVERNORS

In order for members to provide feedback regarding the operation of the Club, the Club may establish an advisory Board of Governors to serve as a liaison between the Club and its members. The Club may designate five (5) to seven (7) rotating members to become the Board of Governors. The Board of Governors will serve only in an advisory capacity and will have no duty or power to act on behalf of the Club or its members. The Club may designate advisory member committees and committee members to report directly to the Board of Governors.

15. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

(a) The payment of such Initiation Fees(s), dues, fees, state taxes and personal and other charges as the Club may establish from time to time (collectively "membership charges") will be required for membership privileges. With the exception of these membership charges, members are not subject to any liability or assessment for the costs and expenses of ownership or management of the Club or the Club Facilities, including, without limitation, any capital or operating assessments unless the Club is converted to an equity club.

(b) Membership is not an investment in the Club. It does not provide the member with any proprietary interest in the Club or the Club Facilities. Members have no right to vote or hold office or to otherwise become involved or participate in the management of the Club. Membership in the Club does not confer upon any member a vested or prescriptive right or easement to use the Club Facilities, but rather only a revocable license to use the Club Facilities.

(c) The Club reserves the right, but not the obligation, to convert the Club Facilities to an equity membership form of ownership. In the event the Club converts the Club Facilities to an equity form of ownership, each Initiation Fees Member will have the option to: (a) convert to an equity membership during the initial offering period

established by the Club, or (b) continue his or her Initiation Fees membership so long as he or she owns a unit or lot in the Community, all in accordance with the terms and conditions of his or her Membership Agreement regarding membership privileges and the Membership Documents which may be amended from time to time.

(d) Notwithstanding anything to the contrary herein, the Club reserves the right, from time to time, in its discretion and without notice, to modify these Rules and Regulations or any other rules and regulations issued by the Club, including without limitation eligibility for membership, the privileges available to use the Club Facilities, the categories of membership and the number of members permitted in each category of membership, to offer additional memberships in the Club permitting use of the Club Facilities or to make any other changes in the terms and conditions of membership or the facilities available for use by members. The Club reserves the right to exercise its discretion under these Rules and Regulations for any reason whatsoever.

(e) After October 31, 2021, the Club may terminate any or all memberships for any reason, to sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, including without limitation to an equity member-owned club. The Club reserves the right to exercise its discretion under these Rules and Regulations for any reason whatsoever.

(f) The Club and the Club Facilities are currently controlled by The TCLS Holding Company (the "Company") which is doing business as the Club. The ownership or management of the Club and its facilities may be transferred or assigned, in whole or in part, from time to time for any reason.

(g) The Club makes no representations and expresses no opinions regarding the federal or state income tax consequences of paying the Initiation Fees. All members acquire their memberships subject to the tax laws of the United States, the State of Georgia and such other states as may be applicable as the same may exist or change from time to time. Certain provisions of the Internal Revenue Code impute interest income to a lender with respect to a non-interest bearing loan. It does not appear that these provisions currently apply to the Initiation Fees. The Internal Revenue Service may, however, issue regulations which might impute interest income to an Initiation Fees after the effective date of the regulations. Members should consult with their own tax advisor with respect to the tax consequences of paying the Initiation Fees and receiving the Club's obligation to repay the Initiation Fees.

16. HOLIDAY GRATUITY

In November, it is customary to send a letter from the Club providing an opportunity for Members to contribute to a voluntary Holiday Fund for all employees of the Club. This Holiday Fund provides the membership with the opportunity to show appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

ARTICLE C - RULES

SECTION 1 CLUB RULES

1. GENERAL CLUB RULES

(a) The Club's hours of operation will be established by the Club considering the season of the year and other circumstances.

(b) No performance by entertainers will be permitted on the Club Facilities without the permission of the Club.

(c) Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club's premises during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Georgia.

(d) Except as permitted by the Club, no commercial advertisements shall be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery.

(e) Other than as permitted by the Club, no petition shall be originated, solicited, circulated, posted, or sent through it computer system within the Club Facilities or in any way used to address Club related or any other issues. The Club's membership roster, in any format, is exclusive property of the Club and is intended to be kept private and confidential. The membership roster may only be utilized by the Club. Members are not allowed to use the membership roster for personal, commercial, charitable, business, or political purposes including Club matters, unless authorized by the Club. Unauthorized use of the membership roster or petition as described herein will be a violation of the Rules & Regulations and will be subject to disciplinary action.

(f) All food and beverages consumed on the Club Facilities shall be furnished by the Club unless otherwise approved by the Club.

(g) Members must not request special personal services from employees of the Club who are on duty.

(h) Dogs or other pets (with the exception of Seeing Eye dogs or service animals) are not permitted on the Club Facilities, except under special circumstances or where authorized by the Club. Where dogs are permitted on the grounds, they must be leashed.

(i) All complaints concerning normal operations of the Club, its employees, and other matters are to be directed to the appropriate manager. All complaints concerning a manager must be made in writing to the General Manager or President and signed by the complainant.

(j) It is unacceptable for any member or guest to abuse any of the Club's employees, verbally or otherwise. No member shall discipline any employee, nor shall a

member request an employee to leave the Club Facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the Club immediately.

(k) Cars must be parked in such areas as designated by the Club from time to time. Cars should not be parked on grass lawns, at the front entrance or delivery area of the Club or in any way which blocks the normal flow of traffic, unless specifically designated by the Club or the Manager.

(l) No unlicensed vehicles are permitted on the Club Facilities without the permission of the Club.

(m) Absolutely no fireworks are permitted anywhere on the Club Facilities or adjacent areas unless part of a fireworks exhibit are approved or conducted by the Club.

(n) No member, visitor or guest is allowed in the service areas of the Club unless otherwise approved by the Club.

(o) Use of the Club Facilities may be restricted or reserved from time to time by the Club.

(p) The personnel of the Club have full authority to enforce these Rules and Regulations as amended from time to time and any infractions will be reported to the Club.

(q) In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, or handicap.

(r) Policies may be set controlling cell phone and other electronic device usage.

(s) A gratuity charge, as determined from time to time by the Club, may be added to food and beverage sales which will be distributed to the service personnel in accordance with a predetermined schedule. Additional gratuities may be added by the member.

2. MAILING ADDRESSES

Each member shall be responsible for filing with the Club his or her mailing address, email address and any changes to his or her addresses. All notices and invoices of the Club will be sent to the address which the member provides to the Club. A member will be held to have received mailings from the Club five (5) business days after they have been mailed to the address on file with the Club unless mail is returned, this delivery timeline will apply to all deadlines established by the Club.

3. CLUB SERVICES AND ACTIVITIES

(a) The Club provides a variety of social, cultural and recreational events in which all members are entitled to participate unless they are restricted to certain

membership categories or facilities. The monthly newsletter, e-view, website, or brochures may be used to promote these events.

(b) Reservations are required for most activities of the Club and are taken on a first-come, first-served basis by pre-registering within the guidelines of such event with the appropriate personnel of the Club.

(c) Reservations will be held for fifteen (15) minutes after the reserved time. A "no show" fee may be charged for failure to use reserved Club Facilities in an amount as determined by the Club from time to time.

(d) Cancellation of reservations after any published deadline for cancellation may result in the member being charged a fee as determined by the Club from time to time. A 72-hour cancellation policy is in effect for most Club activities and special meals in the clubhouse.

(e) The Club wishes to encourage the use of the clubhouse facilities by members for private parties consistent with existing Club policies. Members are requested to make reservations with the Club for available dates and arrangements. The Club may require an advance Fees by the member who assumes responsibility for the party. The member of the Club sponsoring the private party shall be fully responsible for charges occurred at the event.

4. RESERVATIONS AND CANCELLATIONS

(a) Dinner reservations may be required as determined from time to time by the Club.

(b) 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.

5. CHILDREN

Children under the age of fourteen (14) years old must be accompanied and supervised by an adult when using the Club Facilities. Children under the age of fourteen (14) years old are allowed to use the golf courses only at the discretion of the Club Professional unless accompanied by an adult.

6. ATTIRE

It is expected that members will choose to dress in accordance with published guidelines. It is also expected that members will advise their family and guests of the dress requirements. From time to time, exceptions to the dress rules may be made, as published by the Club.

SECTION 2 GOLF RULES

1. GENERAL GOLF RULES

- (a) All persons must register at the Golf Shop before beginning play.
- (b) The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
- (c) "Cutting-in" is not permitted at any time. Play must only be commenced at the first hole unless otherwise permitted by the Golf Shop.
- (d) Practice is not allowed on the golf courses. The practice range and the practice putting greens should be used for practice.
- (e) Speed of play: It is the goal of all players to complete their round in a timely manner. The Club may set a time limit on a round of golf which it believes is more than adequate, in its sole discretion. It is the responsibility of each group to keep pace with the group ahead. It is each group's responsibility to be observant of its position on the course and keep pace. The course advisor 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 skip a hole or leave the course.
- (f) 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.
- (g) 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.
- (h) All tournament play and organized groups must be approved in advance by the Club and may change in the Club's sole discretion.
- (i) Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
- (j) Repair all ball marks on the green.
- (k) Repair all divots and fill all divots with sand provided on carts.
- (l) Searching for balls other than those played by members of the group is not allowed on the course at any time.
- (m) Each player must have his or her own set of clubs.

(n) Appropriate golf attire is required for all players as established by the Club from time to time. Below are the current guidelines:

MEN: Shirts with collars or mock and standard turtlenecks and sleeves must be worn at all times. Slacks or golf shorts must be worn. No tank tops, T-shirts, blue jeans, cut-offs, sweat pants, bathing suits or other athletic shorts are permitted.

WOMEN: Dresses, skirts, slacks, golf shorts and blouses must be worn. No halter tops, T-shirts, bathing suits, sweat pants, athletic shorts or short shorts are permitted.

SHOES: Acceptable shoes must be worn at all times. Golf shoes with soft spikes are required. Traditional metal spikes are not permitted on the Courses or the Club Facilities. Large rubber spikes or field shoes are not permitted.

This dress code is mandatory for players. If you are in doubt concerning your attire, please check with the Golf Shop.

(o) "Course closed" and "hole closed" signs are to be adhered to without exception.

(p) Play must begin on the tee assigned by the Golf Shop.

(q) Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time unless otherwise determined by club.

(r) Food, coolers, and beverages are not permitted on the course unless provided by the Club.

(s) Twosomes and fivesomes or more 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 unless determined otherwise by Club.

(t) Twosomes and singles shall be grouped with other players, if available, at the discretion of the Golf Shop.

(u) 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.

(v) The Club at Lake Sinclair staff or their designees have exclusive rights to instruct persons at the Club Facilities at all times. No other instructors are permitted to teach at the Club Facilities without being accompanied by professional staff unless prior authorization is obtained from the Club, which may be determined in its sole discretion.

2. GOLF TEE TIMES

- (a) The Golf Shop as designated by the Club will assign the tee times depending on availability.
- (b) All players must have a tee time and all four (4) names are required for a tee time request.
- (c) The Club may limit the number of tee times available per membership per day from time to time in the Club's sole discretion.
- (d) Members of the Club have sign-up privileges to reserve tee times in advance depending on the member's membership category as described in the Membership Plan.
- (e) Tee time changes must be approved by the Golf Staff.
- (f) Failure to check in and register ten (10) minutes prior to your tee time may result in cancellation.
- (g) Please notify the Golf Staff as designated by the Club of any cancellation as soon as possible.
- (h) Players who do not notify the Club in accordance with the cancellation policy will be charged a no-show fee as determined from time to time by the Club.
- (i) A membership is allowed up to two tee times a day on a golf course to which the active membership provides access as described in the member's category of membership and stated in the Membership Plan, unless otherwise determined by the Club from time to time in the sole discretion of the Club.
- (j) Members whose use of designated Club Facilities may be restricted as to the number of times of use may not exceed the designated number of times by being a guest of another member.

3. REGISTRATION

- (a) All members and guests must register in the Golf Shop before beginning play and members will be required to present their membership cards at registration.
- (b) All players except singles must have a tee time prior to registration.
- (c) Unauthorized use of the membership card and number by anyone other than the member is not permitted.
- (d) Unaccompanied guests will be required to provide a confirmation number and photo id if requested by the Club as determined from time to time.

4. WEATHER AND RAIN CHECK POLICY

(a) The golf course is considered closed and all play must immediately stop when the Golf Staff determines there is weather in the area that could be harmful to the players. It is ultimately the player's responsibility to determine when they should seek shelter from lightning. The Club does not assume any duty to detect lightning and warn players.

(b) When the weather causes termination or suspension of play:

(i) A credit or rain check for future use for that day's greens fees may be granted as determined from time to time by the Club.

(ii) Credit or rain check will only be issued on that day of play and it will be the sole responsibility of the player to apply for a rain check from the Golf Shop.

5. PRACTICE FACILITY

(a) The practice facilities are open during normal operating hours as posted in the Golf Shop. Members who do not have full golf access may only use the practice range of that course, on the days they actually play.

The practice range may be closed for general maintenance at the Club's discretion.

(b) Range balls are for use on the practice range only. Range balls are not permitted to be used on the golf course.

(c) Hand bag ball shaggers are not permitted.

(d) Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the range.

(e) Proper golf attire is required at all times on the practice range and putting green areas.

6. GOLF CART RULES

(a) Golf carts shall not be used by a member or guest without proper assignment and registration in the Golf Shop.

(b) Each operator of a golf cart must be at least fourteen (14) years of age and sign such liability forms as required by the Club from time to time.

(c) Rental golf carts are not to be used off the golf courses, including the parking lots.

(d) No more than two (2) people and no more than two (2) sets of clubs per golf cart are permitted.

- (e) Pull carts are allowed at the discretion of the Golf Shop.
- (f) Obey all traffic signs.
- (g) Always use golf cart paths unless otherwise notified by the Club. The 90° rule applies to all areas of the golf course.
- (h) Do not drive a golf cart within thirty (30) feet of a green or a tee except when on a cart path.
- (i) Be careful to avoid soft areas on fairways, especially after rains. Use the roughs wherever possible.
- (j) When "carts on path only" sign is posted, it must be strictly followed.
- (k) Individuals with limited mobility or unable to walk can obtain a flag from the pro shop allowing them to access the golf course during the times when golf carts are not permitted on the fairways at the sole discretion of the Club.
- (l) Private golf carts are not permitted on the Club Facilities.
- (m) 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.
- (n) Each member accepts and assumes all responsibility and liability connected with operation of a golf cart and releases the Indemnified Parties (as defined previously herein) from any such responsibility or liability. The member also expressly indemnifies the Indemnified Parties and agrees to hold them harmless from any and all damages arising from or related to the use and operation of a golf cart by the member, his or her family members or guests, including direct and consequential damages.
- (o) Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

7. HANDICAPS

- (a) Handicaps are computed under the supervision of the Golf Professional in accordance with current USGA recommendations.
- (b) All members and their guests who are eligible to participate in a Club tournament must have a Club approved handicap to participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Shop.

(c) 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.

(d) Accurate records are to be kept of scores turned in and recorded for all full rounds played.

8. GOLF COURSE ETIQUETTE

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

(a) Do not waste time. Be ready to make your shot when it is your turn to play, and don't be afraid to shoot out of turn if doing so will contribute importantly to the progress of your group.

(b) Be sociable, but reserve your extended conversations for the clubhouse.

(c) 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 to get it while the following players wait for you to move on.

(d) 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.

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

(f) Repair your ball marks and one additional ball mark on the greens.

(g) Carefully rake bunkers after use.

(h) Fill in divots with sand provided on each cart.

SECTION 3 TENNIS RULES

1. GENERAL TENNIS RULES

(a) Members of the Club have sign-up privileges to reserve tennis court times in advance as described in the Membership Plan.

(b) The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

(c) All players must register at the Clubhouse ten (10) minutes before starting to play or the court time may be released to the first person on the wait list if applicable. In the event the Clubhouse is closed, play will be on a first-come, first-served basis, in increments of one (1) hour.

(d) All players must present their membership card upon request.

(e) All players must register at the "sign-in" box located at court entrance where applicable before the start of play.

(f) All players are given advantage to reserve courts for play by calling the Clubhouse staff.

(g) Players without a prearranged game are encouraged to call the Clubhouse staff who will assist in forming matches.

(h) Failure to check in and register ten (10) minutes prior to your court time may result in cancellation.

(i) Please notify the Clubhouse or as designated by the Club of any cancellation as soon as possible. Players who do not notify the Clubhouse Staff of any cancellation may be charged a court fee and/or cancellation fee as determined from time to time by the Club.

(j) Names of all players are required for court reservations. One member must be on the court at all times when guests are playing unless as otherwise determined by the Club.

(k) Tennis guests must be accompanied by a member on the court and will be charged a court fee as determined from time to time by the Club

(l) Each membership may reserve one court for a maximum of two hours for doubles or one and half hours for singles each day. However, a member can not reserve a court time and then additionally play under another member's reservation unless otherwise approved by the Club.

(m) Once an individual is off the court, he may sign-up for the next available hour unless otherwise determined by the Club from time to time.

(n) Doubles may reserve a court for two hours, singles for an hour and a half. A limit of one (one and a half) hour play will be imposed when others are waiting.

(o) The Club has the right in its sole discretion to reserve courts for guests, leagues, and special events when needed.

(p) Appropriate tennis attire is required for all players. Cut-off jeans, bathing suits, athletic shorts, sleeveless shirts for men and other such clothing is unacceptable. Shirts must be worn at all times. Smooth-soled tennis shoes are mandatory. Bare feet

and track shoes are not permitted. Black soled tennis shoes are not permitted on the hard courts.

(q) Skateboards, bicycles, roller skates, roller blades, strollers, etc., are not permitted on the tennis courts.

(r) The Club at Lake Sinclair staff or their designees has exclusive rights to instruct persons at the Club Facilities at all times. No instructors are permitted to teach at the Club Facilities without being accompanied by professional staff unless prior authorization is obtained from the Club, which may be determined in its sole discretion.

2. TENNIS ETIQUETTE

(a) All persons preparing to enter or cross a court should wait until play has halted, then proceed quickly and quietly to their assigned court.

(b) All persons requesting the return of a tennis ball from another court should ask only when play on that court has halted. Players should not retrieve a tennis ball from another court themselves.

(c) All persons should refrain from loud or offensive language on the court or while spectating. A low profile is both appropriate and appreciated.

(d) Persons not playing should stay off the court surfaces.

(e) Children should not play games in the area of the tennis courts.

(f) Courts should be vacated promptly after the reserved playing time is over. Clay court grooming and lining must be completed by the end of the reservation time.

(g) No animals allowed in the Tennis Center or court area.

(h) Cancellation policy may be established along with court fee cancellations by the Club.

SECTION 4 POOL RULES GENERAL

1. POOL RULES

Members wishing to use the pool facility must first register and present their membership card. Members must register all guests and pay appropriate charges as determined by the Club from time to time.

(a) Use of the pool facilities at the Club at any time is at the swimmer's own risk. Lifeguards will not be on duty at all times

(b) Swimming is permitted only during open hours of the pool and all rules posted must be followed.

- (c) Children under the age of fourteen (14) years old are not permitted to use the pool facilities unless accompanied and supervised by an adult.
- (d) Children who can not swim must be accompanied and supervised by an adult at all times.
- (e) Showers are required prior to entering the pool to remove all suntan oils and lotions.
- (f) Glass objects, drinking glasses and sharp objects are not permitted in the pool area.
- (g) All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermudas are not considered appropriate swimwear.
- (h) No exposed diapers are allowed. Non-toilet trained children must wear swim diapers with a tight fitting swimsuit.
- (i) Running and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted. The Club staff has the authority to expel anyone from the pool area who does not follow the pool rules or conducts himself or herself in an unbecoming manner.
- (j) Snorkeling equipment, other than a mask, is not to be used in the pool area except as part of an organized course of instruction.
- (k) Radios may only be used at a low volume or with earphones.
- (l) All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions.
- (m) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, food, trays, trash, etc.
- (n) Smoking is not permitted in the pool area.
- (o) Private parties may be held in the pool area only with the prior approval of the Club.
- (p) Food, coolers, and beverages are not permitted in pool area.
- (q) Any non-swimming children must be accompanied in the water by their parent or adult guardian. Throwing of balls, Frisbees, and the use of other small toys such as water guns, rings, etc. may be permitted, dependent on the number of persons in the pool and the manner in which the toys are used. Tire inner tubes are not permitted. Air mattresses will be permitted, dependent on the size of the mattress and the number of persons in the pool.

(r) Members and guests accessing the pool area must be able to show proof of membership. Unaccompanied extended family members who are approved must register upon entering pool facilities

(s) Children under the age of fourteen (14) are not permitted in the hot tubs.

(t) No swimming is permitted during heavy rain, lightning, or thunder or as determined from the Club staff.

(u) Persons leaving the pool area for more than 30 minutes must relinquish lounges and chairs by removing all towels and belongings.

(v) The Club at Lake Sinclair staff or their designees has exclusive rights to instruct persons at the Club Facilities at all times. No instructors are permitted to teach at the Club Facilities without being accompanied by professional staff unless prior authorization is obtained from the Club, which may be determined in its sole discretion

(w) Persons are not permitted in the pool if they have a cold, cough, and fever, infection of any kind, skin rash, and inflamed eye or are wearing bandages.

(x) Persons with physical or neurological disabilities, or a responsible adult accompanying such Persons, must advise the pool attendant of such conditions.

SECTION 5 FUTURE FITNESS CENTER POLICIES AND RULES

1. All persons must register upon entering fitness facility and must present their membership card. All members must register permitted guests and pay appropriate fees as determined by the Club from time to time.

2. Children under the age of fourteen (14) are not permitted to use the fitness equipment unless accompanied and supervised by an adult along with prior authorization from the Fitness staff.

3. In the Fitness Center, appropriate exercise attire must be worn at all times, as may be determined by the Club. No swim suits, street clothes, cut-offs or bare feet will be permitted at any time in any rooms. Casual workout attire is acceptable at the fitness facilities including tee-shirts, sleeveless t-shirts tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, sleeveless t-shirts tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No thong apparel or jeans are allowed.

4. Horseplay, profanity, disruptive conduct or music, smoking, eating and alcoholic beverages in the Fitness Center are strictly prohibited.

5. 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. Management recommends you have approval from your personal physician.

6. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
7. Hours of operation may be changed by the Club from time to time.
8. Time limitation on equipment is enforced when others are waiting. Use of aerobic treadmills, steppers and bikes is limited to 30 minutes.
9. Management reserves the right to request persons not obeying the rules and policies or presenting a safety problem to leave the facility.
10. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
11. All jewelry must be removed prior to exercising.
12. The Club at Lake Sinclair staff or their designees have exclusive rights to instruct persons at the Club Facilities at all times. No instructors are permitted to teach at the Club Facilities without being accompanied by professional staff unless prior authorization is obtained from the Club which may be determined in its sole discretion.