



MEMBER'S CLUB
AT GENEVA NATIONAL

GENEVA NATIONAL GOLF CLUB
RULES & REGULATIONS

APRIL 1, 2025
10TH EDITION

TABLE OF CONTENTS

GENERAL PROVISIONS	2
Name and Purpose	2
General Club Rules	2
CLUBHOUSE RULES	5
Dress Codes & Expectations.....	5
Locker rooms	5
Children	6
Generational Privilege	7
Parties and Reservations	7
GOLF RULES	8
Golf Registration	8
Generational Privilege Designees	8
Guests	9
Golf Rules and Regulations	10
Allowable Groups	10
Tournaments	11
Starters	11
Walking	11
Slow Play	12
Power Golf Carts	12
Driving Range.....	13
Practice on the Golf Course	13
Dress	13
Junior Play	14
Handicaps	14
Weather conditions	15
Miscellaneous	15
WELLNESS CENTER RULES.....	15
DUES AND CHARGES.....	16
PAST DUE, DELINQUENCY AND REVOCATION	18
INFRACTIONS & DISCIPLINE	19
Violations.....	19
Suspension	19
Procedure for Infractions and Discipline	19
Revocation	19
Procedure for Revocation	19
CHANGES TO RULES AND REGULATIONS	20
LIABILITY FOR USE OF PROPERTY	20
INDEMNIFICATION AND ASSUMPTION OF RISK	20

GENERAL PROVISIONS

NAME AND PURPOSE

Paloma Geneva National, L.L.C. ("PGN"), owner and operator of Geneva National Golf Club ("Club), and it, or its agents, will manage and operate the Club and the Club Facilities ("Club Facilities"). As a result, PGN is solely responsible for the administration of the Club and the Club Facilities and will have the exclusive authority to accept Members, set fees, dues, and charges, establish the Rules and Regulations ("Rules and Regulations") and control the management and affairs of the Club and the Club Facilities. The General Manager / Chief Operating Officer shall be appointed by PGN and is responsible for the day-to-day operation of the Club Facilities, supervision of all Club employees, and maintenance of Membership records.

The Club, in its sole discretion at any time may establish additional Rules and Regulations and may modify or rescind existing Rules and Regulations. Decisions made by the Club regarding the interpretation of these Rules and Regulations shall be final and binding on all persons using the Club Facilities. For purposes of these Rules and Regulations, capitalized words shall have the same meaning as set forth in the Membership Plan dated April 2025, and may be amended from time to time, unless the context shall require otherwise.

GENERAL CLUB RULES

Hours of Operation. The Club reserves the right to establish, amend or modify the hours of operation of the Club and any portion of the Club Facilities. Hours of operation will be established and published according to the season and other considerations. The Club reserves the right to close any or all the Club Facilities during a portion of the winter. The Club also reserves the right to reserve all three golf courses for resort play up to ten (10) times per year.

Conduct. Members are expected to abide by the Rules and Regulations of the Club. Any violation of these Rules and Regulations may subject the Member to suspension from the Club or revocation of the Membership.

- Any damage caused to the Club Facilities by Members, their families, or Guests, shall be charged to the Member.
- Club employees have assigned duties within their departments. Members are not to request employees to perform any services not within their assignments. Employees who do perform such services are subject to dismissal.

- Members are responsible for the conduct of their families and Guests. Disorderly, abusive, or destructive conduct makes the Member subject to discipline as determined by the Club.
- Any complaints regarding Club Facilities, Club staff, or the conduct of Members should be reported in writing to the General Manager. No criticism or reprimand should be made by a Member to any employee of the Club.
- All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed, and addressed to the General Manager. Complaints, criticisms, or suggestions shall not be directed to other Members or Club employees, verbally or otherwise.
- Members and their Guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the General Manager and no Member, or their families and Guests, shall reprimand or discipline any employee, nor shall they request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager. The personnel of the Club will have full authority to enforce these Rules and Regulations, and any infractions will be reported to the General Manager of the Club.

Club Equipment.

- Property of the Club shall not be removed without the approval of the General Manager.
- Members shall be accountable for intentional and negligent misuse and damage to Club property.

Off-Limit Areas. The golf car storage area, golf course maintenance areas, golf shop desk, tee time area, kitchen and all other service areas are off-limits to Members.

Food and Beverage Sales. All food and beverages consumed within the Club Facilities, including the golf courses, must be purchased from the Club. Neither Members, their families nor Guests shall bring any food or beverage to the Club Facilities at any time.

Alcoholic Beverages.

- Alcoholic beverages may not be brought onto the Club Facilities at any time.

- No alcoholic beverages shall be served or consumed on or about the Club Facilities in violation of applicable liquor laws.
- All alcoholic beverages served or consumed at the Club or on or about the Club Facilities shall be purchased from the Club.
- No employees shall be permitted to accept alcoholic beverages from Members.
- The Club reserves the right to allow employees to refuse service of alcoholic beverages to any Member or Guest who appears to be intoxicated.

Solicitation and Subscription.

- No subscription, petition or notice shall be posted in the Clubhouse without the approval of the General Manager.
- Personal information relating to any Member is confidential and the release of such information to any person is at the sole and absolute discretion of the Member.
- No Member shall use or furnish the Membership list of addresses for the purpose of solicitation or any other business without the approval of the General Manager.
- No Member or committee shall publish any materials for distribution to the Membership without the approval of the General Manager. This includes, but is not limited to flyers, letters, e-mails, and internet postings.

Pets. No dogs or other pets are allowed on Club property, other than handicap assistance dogs. Members permitting dogs and other pets on or about the Club Facilities are subject to suspension.

Games and Cards. The Club shall have the right and power to prohibit any games, sports, or other activity which it may, in its determination, consider harmful to the interest of the general Membership of the Club.

Member's Property. The Club will not be responsible for damaged, lost, or stolen items and property.

Reprimands. The Club will address violations of the Rules and Regulations according to the nature and severity of the violation as provided for in the Membership Plan.

Traffic and Parking

- Vehicles shall be parked only in appropriate parking spaces and in strict observance of any traffic regulations that may be established by the Club. Vehicles which are parked in reserved, restricted, or unmarked areas may be removed at the expense of the responsible Member.
- Unlicensed motorized vehicles are not permitted on the Club Facilities without the permission of the General Manager. Motorcycles and bicycles shall be restricted to parking areas only and are subject to the same rules and regulations as other vehicles. Only golf carts and golf course maintenance vehicles shall be permitted on the golf course.

Non-Smoking Facility. The Clubhouse is a non-smoking facility. Smoking will not be allowed at any time inside the Clubhouse and is permitted only in designated areas outside of the Clubhouse. The Club reserves the right to amend this policy from time to time.

CLUBHOUSE RULES

DRESS CODES & EXPECTATIONS

It is expected that Members will dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that Members shall advise their Guests of the Club's dress requirements. The dress standards of the Club may be waived by the General Manager for special activities and functions.

- Casual attire is permitted. Certain events may suggest jackets for men and comparable attire for women.
- Shirts and shoes are required at all times.
- Dress rules also apply to children and juniors of all ages.
- Only soft spikes or approved shoes are permitted on the golf course or in the Clubhouse. No metal spiked shoes are allowed on the golf courses or any Club Facility.
- Denim of any kind is not allowed to be worn on the golf courses from May 1 to September 30 of each year. Denim is allowed while dining in the Grill Room.

LOCKER ROOMS

Lockers are available for Signature, Golf, and Young Executive Members, and are subject to availability and an annual rental fee, in such amount as may be

determined by the Club from time to time. Sport, Weekday, Lifestyle, and Social Members may be extended Member locker privileges on an annual basis, subject to availability and an annual rental fee.

- All clothing must be kept within lockers or designated areas.
- The Club will not be responsible for articles placed in lockers.
- Clothing and other personal belongings left lying in the locker room will be put into storage and if not claimed within thirty (30) days will be disposed of by the Club.
- Storage of food and beverages in lockers is prohibited.
- Bath towels that are the property of the Club shall not be removed from the locker room for any reason. Utility towels may be used outside the Clubhouse but shall not be removed from Club Facilities.
- Objectionable behavior and profanity in the locker room will be cause for reprimand as deemed appropriate by the Head Golf Professional or General Manager.
- Members are responsible for keeping their lockers locked at all times. The Club will not be held responsible for lost or stolen items from the locker room, bag drop area, bag storage area or any other area on Club property.
- If additional locker space is available, the Club may extend Locker Room privileges to Sport Members, Weekday Members, Lifestyle, Social Members, and Generational Privilege Designees on an annual basis, subject to the payment of an annual locker rental & shoeshine fee.

CHILDREN

Children under the age of fourteen (14) must be accompanied by an adult who will assume responsibility for the behavior of the child while on or about the Club Facilities. The Club reserves the right to cancel privileges of Children if they do not abide by the Club Rules and Regulations.

Children between the ages of fifteen (15) and twenty-three (23), and Children who have been granted Children's golf privileges, need not be accompanied by the Member while using Club Facilities. However, the Member will assume full responsibility for the behavior of the Child and his or her Guests while on or about Club Facilities.

GENERATIONAL PRIVILEGE DESIGNEE

- Signature Members and Golf Members may extend Generational Privileges to their Extended Families, as further defined in the Membership Plan dated April 2025.
- Signature Members and Golf Members shall be required to annually register all Generational Privilege Designees and pay the established annual fee for each designated Generational Privilege Designee. Signature Members will only be required to pay one annual Generational Fee, regardless of the number of designated Generational Privilege Designees.
- Generational Privilege Designees shall be extended golfing privileges as defined under the Golf Rules in these Rules and Regulations, and as modified from time to time.
- Members shall accept responsibility for the conduct, behavior and charges for all Generational Privilege Designees designated on their account.
- Additional information, privileges and restrictions for Generational Privilege Designees may be defined in the annual registration materials and modified at the Club's sole discretion from time to time.

PARTIES AND RESERVATIONS

The Club may sponsor various social, cultural, and recreational events in which Members may be invited to participate. Activities will be publicized in Club bulletins or posters.

Reservations are required for most social events at the Club and are taken on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club. 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.

The Club wishes to encourage the use of the Club Facilities by Members for private parties, provided such parties do not interfere with the normal operation of the Club or with the services regularly available for the Members. Members must make reservations with the appropriate Club personnel. The Member must assume full responsibility for the private event and for the conduct of such Members' Guests in accordance with these Rules and Regulations.

The Club will require the advance payment of a security deposit by the Member who assumes responsibility for a private event. The Member sponsoring the party shall be responsible for any damage caused by the installation and removal of party decor.

GOLF RULES

GOLF REGISTRATION

All Members and their Guests must register in the golf shop or the designated check-in area before commencing play or proceeding to the driving range.

Signature, Golf, Young Executive, and Weekday Golf Members may reserve tee times on the designated Member course up to thirty (30) days in advance. Tee times to be played with Guests or Generational Privilege Designees are outlined below. These Members may reserve times on the designated resort courses no earlier than (24) hours prior to the time, and on a space available basis only.

Sport, Lifestyle, and Social Members may reserve tee times on the designated resort course up to fourteen (14) days in advance with or without Guests. Sport, Lifestyle, and Social Members shall not be permitted on the designated Member course, unless they are playing as a Guest of a Signature, Golf, Young Executive or Weekday Member.

GENERATIONAL PRIVILEGE DESIGNEEES

Generational Privilege Designees designated through the annual registration shall be allowed unlimited golf, subject to the payment of cart fees, with the following restrictions.

- Generational Privilege Designees shall be permitted to play on the Member designated golf course, subject to the payment of cart fees, at any time Monday-Thursday, and at the discretion of the Head Golf Professional and/or the Director of Membership on Friday, Saturday, and Sunday
 - Generational Privilege Designees need not be escorted by the Primary Member during these times.
 - Generational Privilege Designees may sponsor Guests to accompany them during these times, subject to the payment of Guest fees and the Guest policies as outlined in these Rules and Regulations.
 - Generational Privilege Designees and their Guests shall be allowed play on the designated Member course on Friday, Saturday, Sunday, and Holidays at the discretion of the Head Golf Professional and/or the Director of Membership.
 - Generational Privilege Designees are eligible to play in Member golf events excluding the following: Club Championship, Member - Member, Member Championship, Pentacle, Triple Crown and all Year Long Match Play events. Designees are

eligible to play in golf events as a Guest of a Member, if the event is open to Guest.

GUESTS

Primary Members and Secondary Members may sponsor Guests to enjoy the privileges of the Club in accordance with these Rules and Regulations and the Membership Plan. Although it is the intention of the Club to accommodate Guests without inconvenience to Members, the Club reserves the right to limit the number of Guests that may accompany a Member on any given day. The Club shall establish from time to time 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. All Guests must be registered by a Primary Member or Secondary Member.

Guest Golf Fees shall be established and published on an annual basis. Members may sponsor Guests and reserve tee times with the following restrictions.

Members may sponsor Guests on the designated Member course at any time except Friday and Saturday between 8:00am - 12:00pm.

- On Saturdays, Sundays & holidays, Members accompanied by three (3) Guests may reserve tee-times up to 24 hours in advance on one of the two resort courses before 12:00 p.m. Three (3) Guests are mandatory and will be charged at the prevailing Member Guest rate.
 - Members arriving for a Saturday or Sunday morning tee-time on a public course with less than three (3) Guests will still be charged for one Member cart fee and three (3) Guest fees.
 - Cancellation of a Saturday or Sunday morning Member/Member Guest tee-time on the resort courses must be made at least (72) hours prior to the tee-time. Failure to cancel a tee-time in the allowable timeframe will result in a cancellation fee equal to one Member cart fee and three (3) Member-Guest fees.
- Members may book a tee-time on one of the two resort courses no earlier than 24 hours before the tee-time.
- No more than three (3) Guests may be introduced on to the golf course at one time by any Primary Member or Secondary Member, at the Member-Guest fee. Additional Guests may be allowed at the prevailing resort green fee in accordance with the aforementioned time restrictions.

- Notwithstanding the foregoing, Members may not sponsor any one person as a Guest to utilize the golf courses any more than six times (rounds) per season April 1st through October 31st, regardless of who the host Member is. Rounds played during Club-sponsored Member-Guest events will not be counted in these six rounds. If a Guest wishes to play more than six times with any Member, he or she may do so on the resort golf course at the prevailing resort green fee, and the playing Member may book his or her reservation for the resort course as described in this provision. If a Member has Immediate Family Members as their Guests, he or she may call the Head Golf Professional for a one-time waiver of this restriction for a single two-week period.
- Sport, Lifestyle and Social Members, are permitted to play and/or sponsor Guests on the designated resort courses at any time, and the fees charged shall be equal to 10% off the current resort rack rate for the Member and up to 3 Guests with the 6 times per Guest limit prevailing. This would include Weekday Members desiring to play on Friday - Sunday. Sport, Lifestyle, Social and Weekday Members are not eligible to play as a Guest of a Member at any time.

GOLF RULES AND REGULATIONS

United States Golf Association rules shall always govern play except as modified by local rules.

- Each player must have a set of golf clubs.
- It is the duty of each Member to diligently assist in keeping the golf course in good condition. Divots shall be carefully replaced and pressed down (or filled with approved sand and seed). Ball marks on greens shall be repaired and, upon completion of a shot, sand bunkers are to be raked and smoothed.
- The Head Golf Professional and other golf shop personnel are there to assure that Members receive maximum enjoyment from the use of the golf course. The Head Golf Professional and other golf shop personnel act on behalf of the Club in administering and enforcing these golf course Rules and Regulations. Please cooperate.

ALLOWABLE GROUPS

- Members are encouraged to play in foursomes. The Head Golf Professional may approve groups of more than four from time to time, and they are expected to keep their pace of play on the golf course. There will be times when no groups over four will be permitted on the golf course, regardless of their pace of play (i.e., Saturday mornings). Groups over four who have gained permission to play but are not keeping an

acceptable pace of play will be asked to split into smaller groups to complete their round in a timely manner.

- The Club may establish restrictive starting times for golf on any reasonable and nondiscriminatory basis.

TOURNAMENTS

- The Club reserves the right to make the golf course and practice range available for tournaments and clinics, at which time use by non-participants may be restricted.
- Except during Club approved special events, only Members of the golf professional staff are permitted to render golf instruction at the Club. Lessons should be scheduled through the Head Golf Professional. Lessons not canceled at least twenty-four (24) hours in advance will be subject to charge.
 - Members must have an established handicap maintained through a recognized State Golf Association or the Golf Handicap Information Network (GHIN) System in order to participate in Member golf events. In order to participate in the Member Club Championship, The Pentacle and the Ladies' Triple Crown, Members must have at least five scores posted for the season on the Club's courses. The Head Golf Professional may, in his sole discretion, allow Members without established handicaps to play in certain Member events. Generational Privilege Designees are eligible to play in Member golf events excluding the following: Club Championship, Member - Member, Member Championship, Pentacle, Triple Crown and all Year Long Match Play events. Designees are eligible to play in golf events as a Guest of a Member, if the event is open to Guest.
- Groups of sixteen (16) or more Members shall constitute a tournament and will require approval by the Head Golf Professional. Groups of sixteen (16) or more Member/Member Guest mix must be scheduled through the Group Sales office.

STARTERS

The starter has the authority to govern starting times of all play and will have sole authority to make up foursomes wherever needed.

WALKING

Walking the golf course and carrying one's own golf clubs is permitted, subject to the payment of a Walking Fee and only on the designated Member course. Members also have the option to use an approved push or power-

assisted golf cart to carry their clubs as they walk the course, subject to the payment of a Walking Fee. Any pushcart or power-assisted cart must be approved by the Club.

As with all golf rounds, Members who will be walking are required to check into the Golf Shop or Member Corner prior to commencing their round.

- Notwithstanding the foregoing, the Head Golf Professional may grant or restrict walking privileges at any time. Any time a Member walks the course, he or she is expected to keep up with the pace of play. Failure to do so may result in the golf staff requiring the Member to use a golf cart for the remainder of the round.

SLOW PLAY

Golf is more fun when played with dispatch and without delay. All rounds shall be completed as promptly as possible. When one hole becomes open ahead, the following group shall be allowed to play through, or the group will be required to skip hole(s) to get back in position. A single player has no priority in terms of speed of play.

POWER GOLF CARTS

- The Club shall maintain a fleet of power golf carts for the use of Members in accordance with the terms and conditions of these Rules and Regulations.
- Only the golf carts provided by the Club shall be allowed on the Golf Courses.
- The Club shall establish and charge Members cart fees. Cart fees shall be established based upon two players per cart. Except in extraordinary circumstances, players will not be allowed to rent their own cart while playing in a twosome or a foursome. An extraordinary circumstance will be defined at the sole discretion of the Head Golf Professional, and the Club shall assess a single cart fee surcharge.
- Golf carts shall not be used by a Member without proper assignment and registration in the golf shop.
- Power golf carts are not to be used by more than two passengers. Only two golf bags are permitted on a power golf cart at any time.
- Operation of a golf cart is at the risk of the operator. Members will be held responsible for any damage to a golf cart while in their possession and for any damage to the golf course resulting from such use of the power golf cart.

- Golf carts may be operated by Children aged 16 and above, provided that the operator holds a valid driver's license and has parental approval. Children aged 18 and older do not require prior parental approval. Under no circumstances may a Child under the age of 16, or who does not hold a valid driver's license, operate a golf cart.
- Directional arrows must be followed, and golf carts are permitted no closer than 30 feet from the greens. Golf carts must not be driven on tees, aprons or in bunkers.
- Golf carts are not to be used off the golf course.
- All golf carts must be returned to the Clubhouse upon completion of play.
- From time to time, due to weather or course conditions, there will be mandates posted and/or verbalized regarding the cart path rules for the day. Such mandates may restrict the use of the golf carts to cart paths only or roughs only.
- Failure to heed posted restrictions will result in disciplinary action as defined in the Membership Plan.
- If a medical condition prevents a Member from being able to withstand cart-path only restrictions, a red flag may be given to allow the Member to use the 90° rule. Such approval will only be granted by the Head Golf Professional or if the Member has a state approved vehicle handicap parking sticker. There will be times that absolutely no red flags will be given. This will be at the discretion of the Head Golf Professional.

PRACTICE RANGE

To preclude injuries, it is imperative that players tee up between the tee markers and do not go on the practice range beyond the markers. Children under the age of 16 must be accompanied by a Member or golf shop personnel, except those with established handicaps or prior golf shop approval.

PRACTICE ON THE GOLF COURSE

Only the practice range and practice green areas may be used for golf practice. Tees, greens, and fairways of the golf course may not be used as practice areas.

DRESS

A dress code is essential to preserve the tradition and integrity of the game. Members should realize that it is not possible to stipulate exactly the type of clothing, which is appropriate, but all Members agree to abide by the intent of the Rules and Regulations and cooperate accordingly.

Golf shirts must be worn on the golf course, practice range, and putting greens at all times. Proper attire, as determined by the Club, will be mandatory for everyone using the Club Facilities.

Acceptable clothing includes long slacks, proper length Bermuda shorts, golf shirts, sweaters, jackets, and wind/rain suits. Acceptable golf shoes must be worn at all times. Men must wear shirts that have collars and sleeves. Women must wear shirts with slacks, skirts, or proper length golf shorts.

Denim or designer jeans (any color), stone washed jeans, halter tops, short shorts and bathing suits do not constitute proper golf attire. Denim will be allowed on the golf courses before May 1st and after October 1st of each year.

It is the responsibility of each Member to inform their Guests of the dress code and ensure that proper attire is worn.

Children must conform to the Club dress code.

The Club reserves the right to modify the dress code during certain times of the year or for specific events at its sole discretion.

JUNIOR PLAY

The Children of Members and grandchildren designated as "Generational Privilege Designees" may be present on the golf course if accompanied by a Member, in possession of their own set of golf clubs and occupying one of only two seats in a golf cart.

Children of Members and grandchildren of Members designated as "Generational Privilege Designees" may play without a Member if they have an established handicap or prior approval of the golf shop staff, which approval may be withdrawn by the golf shop staff at any time, without prior notice to the Member. Under no circumstances may a Child drive a golf car without a valid driver's license.

HANDICAPS

Handicaps are computed under the supervision of the Head Golf Professional in accordance with current U.S.G.A. recommendations.

Accurate records of scores are to be kept and recorded for all full rounds played. The Head Golf Professional along with The Competitions & Handicap Committee will determine if there are any violations by Members in submitting their scores. If there are violations, the Head Golf Professional has the authority to enforce W.S.G.A. and U.S.G.A. recommendations for scores not posted.

WEATHER CONDITIONS

The Club may close the golf course to play for adverse weather conditions and for maintenance purposes or when the course could be damaged by play. If lightning is in the area, all play shall cease.

MISCELLANEOUS

No wading in lakes is permitted. Balls may be retrieved only from the banks of the lakes.

WELLNESS CENTER RULES

The Wellness Center is available to all Club Members.

- Regular operating hours for the Wellness Center shall be posted by the Club and may be changed from time to time.
- A health questionnaire will be required to be completed and signed before using the Wellness Center. No physician or nurse will be on duty.
- Prior to use of the Wellness Center, Members and Guests will be required to sign a waiver of liability agreeing to hold the Indemnified Parties (PGN, its parent, affiliates, and their respective shareholders, directors, partners, Members, officers, employees, and agents) harmless from any and all injuries sustained from the use of the facility.
- It is the responsibility of all persons using the Wellness Center to consult with their physician, and such person should be in good physical condition, and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent him from using the Wellness Center, or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health.
- Any Member or Guest with health or physical problems should first contact his or her physician before using any of part of the Wellness Center and notify staff upon entrance to the facility.
- All Members and Guests must be prepared to show their Membership card if Membership cards are issued by the Club. Members will need to be registered as Wellness Center users and be issued an access card for entry to the Wellness Center.
- Guest fees will be charged for use of the Wellness Center. If fees are established, the Member's Club account will be charged. Guests will be restricted to a limited number of visits. A Guest may use the Wellness

Center no more than six times in a calendar year. All family members not listed on the Membership will be considered Guests.

- All weights, plates and equipment must be returned to their proper position at the completion of use.
- Casual workout attire is acceptable in the Wellness Center such as tee-shirts, tank tops, gym shorts or warm-up pants for men, tee-shirts, tank tops, gym shorts or warm-up pants for women. Proper aerobic or court athletic shoes must be worn.
- Pregnant women should not use those facilities that would elevate their core body temperatures and should exercise under the advisement of a physician.
- Smoking and alcoholic beverages are prohibited in the Wellness Center. No food or drink (with the exception of water) should be brought into the facility.
- It is the responsibility of all persons to obtain proper instruction on how to use the equipment prior to usage of such equipment, and the equipment is to be used only in accordance with such instructions.
- No clothing or personal articles may be stored in the Wellness Center.
- Children under 15 years of age are not permitted to use the Wellness Center unless accompanied and supervised by an adult. The Club may require proof that a minor has passed a physical examination prior to using the Wellness Center. Children ages 16-18 may require prior approval by Club Management prior to the unescorted use of the Wellness Center. Children aged 12 and under are not permitted to use the Wellness Center at any time.
- Horseplay, profanity, disruptive conduct, and indiscreet behavior at the fitness center is strictly prohibited.
- Stereos, televisions, and tapes should not be turned up so loud as to disturb fellow Members.
- All jewelry must be removed prior to exercising.

DUES AND CHARGES

A Member may change his or her dues classification by delivering written notice to the Club specifying the requested change. The written notice must be delivered to the Club and will become effective 1 year from the acceptance of the

written notice. Upon the timely receipt by the Club of such written notice, the dues payable for such year and all future years shall be calculated based upon the requested classification change.

Annual dues for Signature, Golf, Young Executive, Weekday and Sport Members shall be paid in full or payable in six monthly installments, due January through June of each year. The Club reserves the right to offer an incentive to those Members who chose to pre-pay all dues in January of each year.

Annual Dues for Lifestyle and Social Members shall be billed and payable monthly or can be paid in full in January.

The Club may, from time to time, choose to offer an annual cart fee option for Members and an annual walking fee for Members. These fees shall be billed in February, payable in March.

The Children's fees, Generational Privilege fees, locker fees, handicap fees and shoeshine fees, practice facility fees, bag storage fees and wine locker fees shall be billed in February and payable in March of each year.

Upon registering for Children's fees and Generational Privileges, the Member shall accept responsibility for all charges and fees incurred by Children and Generational Privilege Designee names on his or her Membership. Adult Generational Privilege Designees shall have the option to open their own account with the Club, and the Primary Member shall guarantee payment on the Generational Privilege Designees' account.

Any unspent minimums shall be payable at the end of each calendar year.

In addition to the above fees, the Club shall determine from time to time any separate charges which may be imposed for individual goods and services utilized at the Club Facilities. Such charges shall be published in the form of menus, fee tables, price lists and other itemizations supplied to the Members or posted in the clubhouse.

Members shall be responsible for the payment of any applicable sales, use or other similar tax which may be imposed by the applicable governing authorities in connection with the payment of all fees.

The Club will issue statements to Members detailing their dues, fees, and all other charges monthly by the 5th business day of each month. Payment in full of the monthly statement is due to the Club no later than the 25th of the same billing month. Payments will be accepted at any time during the month in the form of cash or a personal, corporate or cashier's check. Payment by approved Electronic Funds Transfer (EFT) will be accepted and the payment is posted between the 1st and the 5th of each month.

The Club, in its sole discretion, may elect to close the Club Facilities for a portion of each year during the winter months.

PAST DUE, DELINQUENCY AND REVOCATION

If any Member's account shall remain unpaid after the twenty-fifth (25th) day of the month in which the statement is rendered by the Club, a notice of delinquency shall be sent to the Member in the form of a letter or by a telephone call. A Member shall also be notified of such delinquency of a Generational Privilege Designees account. If such delinquency is not cured within ten (10) days from the date of such delinquency notice his or her charging privileges may be suspended. A monthly finance charge of 1.5% shall be applied to all delinquent balances.

If any Member's account becomes delinquent and is still unresolved by the twenty-fifth (25th) day of the month following the original notice of delinquency, his or her playing and Membership privileges may be suspended in addition to the charging privileges already suspended. The Member will be notified of this delinquency by mail, may be called by telephone, and may have the fact of his or her delinquency posted on various public bulletin boards throughout the Club.

If by the twenty-fifth (25th) of the third month the Member's account has still not been paid in full, his or her Membership may be revoked, but such revocation shall not prejudice or affect any manner of the Club to use all legal remedies necessary to collect such delinquent indebtedness. If the revoked Membership is a Signature Membership, then such Membership shall be placed on the waiting list for transfer and upon re-issuance of that Membership, any outstanding dues, fees, or other charges owed to the Club shall be deducted from the amount of the Membership deposit to be refunded to the Member.

If any Membership which becomes frequently delinquent as defined as one (1) month past due more than four (4) times in a calendar year, the Club may (i) require the Member to pre-pay all estimated future dues, fees and other charges for the duration of the next twelve (12) months or (ii) the Membership shall be revoked and forfeited to the Club, but such revocation shall not prejudice or effect any manner of the Club to use all legal remedies necessary to collect such delinquent indebtedness. If the revoked Membership is a Signature Membership, then such Membership shall be placed on the waiting list for transfer and upon re-issuance of that Membership, any outstanding dues, fees, or other charges owed to the Club shall be deducted from the amount of the Membership deposit to be refunded to the Member.

All Members will be charged an additional forty (\$40.00) dollars on his or her statement for any checks returned from the bank or the Club's actual cost of recovery, whichever is greater.

INFRACTIONS & DISCIPLINE

VIOLATIONS

The Club may suspend, expel or otherwise discipline any Member, or one or more of the Member's family, for committing any violation of the Membership Plan or these Rules and Regulations, for conduct unbecoming of a Member, for offense against the best interest of the Club, for abusing Club personnel or employees or for any other good and sufficient cause as determined by the Club.

SUSPENSION

A Member who has been suspended pursuant to the Membership Plan or these Rules and Regulations shall be required to pay any dues or other Club fees charged. No previously paid dues or charges will be prorated or refunded. During the period of suspension, the Member and his or her family shall have no rights or privileges at the Club. A suspension may be lifted at such time as the Club obtains assurance that any violations will not be repeated.

PROCEDURE FOR INFRACTIONS AND DISCIPLINE

Notice shall be prepared and delivered to the Member within five (5) business days of the violation, describing the violation, noting all parties involved and specifying the action to be taken by the Club. This shall be done in the form of a written letter, mailed to the Member or by a phone call. A copy of the notice will be placed in the Member's file.

REVOCAATION

A Membership may be revoked and the rights of any person or persons entitled to use the Club may be terminated for conduct unbecoming of a Member, for any offense against the best interest of the Club, for committing certain infractions as specified in the Rules and Regulations, or for other good and sufficient cause.

PROCEDURE FOR REVOCAATION

A written notice of revocation shall be delivered by mail to the terminated Member. Upon revocation, the Member shall thereafter have no rights or privileges to use the Club. Revocation does not prejudice or affect in any manner the Club's right to use all legal remedies available to collect any delinquent indebtedness. The revoked Membership shall be placed on the waiting list for transfer and upon re-issuance of that Membership, any outstanding dues, fees, or other charges owed to the Club shall be deducted from the amount of the Membership deposit to be refunded to the Member.

A period of at least three (3) years must elapse before reapplying for Membership.

CHANGES TO RULES AND REGULATIONS

The Club has the right, at any time and from time to time, to amend, modify and change these Rules and Regulations as it deems necessary, in its sole and absolute discretion.

LIABILITY FOR USE OF PROPERTY

Each Member shall be responsible to the Club for any damage or destruction to the Club Facilities or any or the real or personal property located thereon caused by such Member, or by their respective family or Guests. Payment for damages shall be collected in the same manner as that in which other debts or obligations are collected under these Rules and Regulations, and failure to pay such amounts in a timely manner shall have the same effect as any infraction of these Rules and Regulations.

INDEMNIFICATION AND ASSUMPTION OF RISK

Each Member hereby agrees to indemnify, defend, and hold harmless PGN, its parent, affiliates, and their respective shareholders, directors, partners, Members, officers, employees, and agents from and against any and all liabilities, costs (including reasonable attorney fees), claims, demands or damages incident to or arising out of acts or omissions of a Member, or by their respective family or Guests. Each Member hereby voluntarily assumes all risks of accident or damage to a Member's person or property, and the person or property of their family and Guests, arising out of or relating to the use or occupancy of the Club Facilities by a Member, and their respective family or Guests including any reasonable attorney fees.