



TUMBLE CREEK CLUB™

RULES AND REGULATIONS

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PREAMBLE

These Rules and Regulations for Tumble Creek Club (the “Club”) are intended to be a guide to the use of the Club Facilities referred to 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 intends to provide all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, the reference shall be to Tumble Creek Golf, LLC (the “Company”) doing business as the Club. In the event of a conflict between the provisions of these Rules and Regulations and the Membership Plan, the Membership Plan shall control.

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club from time to time. Areas of the Club may also be closed for functions and scheduled maintenance and repairs.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club’s stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
10. It is contrary to the Club’s policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities

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

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

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

13. 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 Club Manager and no member or guest or committee member shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

14. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

15. Smoking is not permitted in any indoor areas.

16. The use of cell phones and other communication devices is permitted only in designated areas of the Club and should be kept on silent mode.

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

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

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

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

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

MEMBERSHIP CARDS

1. The Club may issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of ten or over the age of 35. Membership cards are not contracts, but only indicia of membership subject to the terms of the Membership Plan.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

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

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

MEMBER DUES AND CHARGES

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

2. A member may be offered credit and charge privileges at the Club so long as his or her membership is in good standing. Cash payments will not be permitted.

3. Members have the option of having dues, fees and other charges billed to their credit card on file with the Club, or billed directly to their club account, as provided for in the Membership Agreement. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. All members agree to pay directly to the Club any amounts not paid by the credit card company within ten days of receipt of written notice from the Club.

4. All members shall provide the Club with one credit card to which the member authorizes the Club to charge dues, fees and charges in the event that the member does not pay outstanding amounts due on his or her club account when due. All members are obligated to keep a valid approved credit card on file with the Club at all times.

5. All food, beverage, merchandise and services of the Club charged to the member's club account will be billed monthly and each member's club account shall be due and payable upon receipt of the monthly statement.

6. Club accounts shall be deemed delinquent from the date first billed if payment is not received by the last day of the month following the month in which the statement is delivered. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month from the date first billed, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue from the billing date set forth on the statement past due until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

7. If the member fails to pay any club account by the last day of the month following the month in which the statement is delivered, the Club shall have the right to charge the member's credit card on file with the Club and/or suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.

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

9. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings, provided that if a mandatory reciprocal prevailing attorneys fees law is in effect, then each party shall bear its own attorneys fees and costs.

GRATUITIES

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

2. Cash tipping is not permitted by members of the Club.

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

CONTACT INFORMATION

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

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

3. The Club may provide a Membership Directory to all members. If a member does not want his or her information printed in the directory, it is the member's responsibility to inform the Club of such decision in the Membership Application.

The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior written permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the installation and removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

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

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.

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

DISCIPLINE

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

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

notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. The Club may restrict or suspend some or all of a member's family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is Improper Conduct, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. The membership of any member who has been expelled hereunder shall be placed on the waiting list for reissuance and the member's membership deposit shall be returned to the member upon reissuance of the membership in the same manner as in the case of any resigned membership. All membership privileges shall cease upon expulsion from the Club. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

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

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

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

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

CHILDREN

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

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

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

ATTIRE

General Attire - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities, other than in the locker rooms and at the swimming facilities.

Golf Attire – Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars or appropriate crew neck golf shirts and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Shirts (other than the Tommy Bahama style) are to be worn tucked in at all times. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted. Caps are to be worn in a traditional manner.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with “soft spikes” or spikeless shoes must be worn by all golfers.

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

EXTENDED FAMILY PRIVILEGES

As provided in the Membership Plan, an eligible member's extended family may be permitted to use the Club Facilities either accompanied or unaccompanied in accordance with the member's category of membership (and subject to the rules and regulations applicable to members) upon payment of preferred fees, where applicable. The Club may require that the members extended family be accompanied by the member and may otherwise limit, modify or terminate these privileges and establish such rules with respect thereto as it may determine from time to time. The following sets forth the current rules with respect to Extended Family Privileges.

There are two options available for extended family members.

1. **Daily Fees Option.** Extended family members may utilize the applicable Club facilities (in accordance with the member's category of membership) on a daily basis by payment of preferred extended family daily fees.

2. **Golf Membership Legacy Advantage Program.** A Tinkham Founder, Charter, or Resident Golf members may sponsor the application of an extended family member to participate in the Legacy Advantage Program. Participation in the Legacy Advantage Program provides the extended family member whose application is approved by the Club all of the privileges and obligations under the member's category of membership as if the extended family member was a direct member of the Club (subject to the terms and conditions below and the provisions of the Membership Plan and these Rules and Regulations).

(a) The member sponsor must be the primary Member, and at the time of application and continuing during the life of the member sponsor's membership, the member sponsor must be: (i) member in good standing with the Club, (ii) an active status member (not on the resigned list), and (iii) current in all dues, fees and payments. If at any time the member sponsor fails to meet any of these requirements, or if the member sponsor's membership in the Club is terminated or revoked for any reason, then the Legacy Advantage Program privileges of the extended family member shall terminate automatically.

(b) If the extended family member's application is approved by the Club, the extended family member must pay a nonrefundable initiation fee to the Club, and pay all Club dues, fees and charges applicable to the member sponsor's membership category up to the time the extended family member relinquishes his/her privileges under the Legacy Advantage Program by written notice to the Club and/or when the Legacy Advantage Program privileges are terminated in accordance with these Rules and Regulations.

(c) The member sponsor remains jointly and severally responsible with the extended family member for all debts and charges incurred by the extended family member participating in the Legacy Advantage Program.

(d) The failure of the extended family member participant in the Legacy Advantage Program to comply by the terms and conditions of the Legacy Advantage Program or the provisions of the Membership Plan and these Rules and Regulations will result in the termination of his/her Legacy Advantage Privileges and may be grounds for the termination of the member sponsor's membership.

(e) The Legacy Advantage Program terms and conditions may be modified, amended, altered, or suspended and an extended family member's Legacy Advantage Program privileges may be suspended or terminated at any time, in the sole discretion of the Club. In the event the Club terminates an extended family member's Legacy Advantage Program without cause within twelve months from the date of acceptance of the participant's application, the Club shall refund the initiation fee paid by the extended family member. In the event of termination for any other reason, the Club shall retain the initiation fee and all dues, fees and charges paid to the date of termination. Upon termination of Legacy Advantage Program privileges, the extended family member remains liable for all Club dues, fees and charges accrued to the date of termination.

(f) An extended family member may relinquish his/her privileges under the Legacy Advantage Program at any time by delivering written notice to the Club and by paying all Club dues, fees and charges accrued to the date of delivery of the written notice.

(g) An extended family member with Legacy Advantage Program privileges shall not be deemed a Club member for purposes of an Equity Conversion as provided in the Membership Plan.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited or are sponsored by a member on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence. All other guests of a member shall be considered day guests.

DAY GUESTS

1. All day guests must be accompanied by the sponsoring member, unless otherwise determined by the Club.

2. The Club reserves the right to determine from time to time the maximum number of times a particular day guest may use the Club Facilities as a guest of a member during each membership year.

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

4. Guest charges for any services will be charged against the sponsoring member's credit card. Cash payments are not permitted.

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

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

HOUSEGUESTS

1. Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership office. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence. To provide membership privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.

2. No remuneration or other consideration can be paid or given by a houseguest to the member. If the member receives remuneration from a person staying in the member's residence and the member sponsors such a person as a houseguest, the member is in violation of Club rules and is subject to being disciplined.

3. Guest cards for houseguests may be issued for the length of stay, up to a maximum of two weeks and four weeks in aggregate in any membership year. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.

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

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

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

7. All charges incurred by the houseguest will be billed to the member's credit card or club account.

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

9. Houseguests must have their guest card with them at all times while using the Club Facilities.

10. The Club reserves the right to require identification by each houseguest.

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

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

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
2. “Cutting-in” is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group’s responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players’ enjoyment. Players unable to keep proper pace may be requested to leave the course.
5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person’s use of the golf courses during certain times of the day.
6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.
7. All tournament play must be approved in advance by the Golf Professional.
8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
9. Repair all ball marks on the green.
10. Repair all divots.
11. Searching for balls other than those played by members of the group is not allowed on the course at any time.
12. Each player must have his or her own set of golf clubs.
13. Proper golf attire is required for all players, as previously described.
14. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
15. Jogging, bicycling, fishing, recreational walking, snowshoeing and cross country skiing may be permitted on the golf course at times and in areas designated by the Club.

16. The use of cellular telephones and other communication devices is not permitted on the golf course. Doctors and emergency personnel on call are exempt from this rule. In the event that emergency situations may necessitate cell phone availability, please exercise proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Club Facilities. We request that all cell phones be kept on silent mode while on the golf course.

17. No beverage coolers are permitted on the course unless provided by the Club.

18. "Discontinued Play" Policy for guest fees: less than six holes played - full 18 hole credit; less than 12 holes played - nine hole credit.

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

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

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

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

23. Walking is encouraged.

HOURS OF PLAY

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

GOLF STARTING TIMES

It is the intention of the Club to have a no tee time reservation policy on the Tumble Creek course. Members will be welcome to play without having to reserve a tee time in advance. However, in the event the Club finds it necessary in order to provide for the utmost playing pleasure for all our members, the Club reserves the right to establish tee time policies from time to time.

REGISTRATION

1. All members and guests must register in the pro shop before beginning.

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

PRACTICE RANGE

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

2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.
3. Golf carts are not permitted on any tee or green areas. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Ball shaggers are not permitted.
7. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
2. Golf carts may only be used on the golf course when the course is open for play.
3. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
4. Only two persons and two sets of golf clubs are permitted per golf cart.
5. Obey all golf cart traffic signs.
6. Always use golf cart paths where provided.
7. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
8. Never drive a golf cart through a hazard.
9. Operation of a golf cart is at the sole risk of the operator. Persons who are or act like they are legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart and other person, that are caused by the misuse of the golf cart by the member, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
10. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.
11. "Course closed" or "hole closed" signs are to be adhered to without exception.

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

13. For special events, the use of golf carts may be mandatory when required by the Golf Professional.

PRIVATE GOLF CART RULES

1. Private Golf carts are permitted in the Tumble Creek community (“the Community”) subject to rules and regulations established by the Club from time to time. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts may be used only by persons who own a home in the Community, their immediate family and houseguests.

2. Private golf carts must be approved by the Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Club.

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

4. Members using private golf carts agree to comply with the rules and regulations established by the Club as they may be amended from time to time.

5. A trail fee for private golf carts will be established and may be changed from time to time, by the Club. The trail fee will be billed on a membership year basis with January 1st the effective date. The trail fee is non-refundable. The trail fee shall not be prorated, except for the first year a member applies for private cart privileges.

6. Trail fee privileges are for the benefit of the owner of the private golf cart and members of his or her immediate family and guests.

7. All private golf carts must be stored in a garage serving the member’s home or in other areas specifically designated by the Board of Directors of the Tumble Creek Village Association (the “Association”) as golf cart parking areas. No private golf cart shall be placed, parked or stored on the lawn or driveway of any home.

8. All private golf cart owners agree by paying their annual trail fee to hold the Company, the Club, the Association, Suncadia Residential Owners Association and affiliates harmless as a result of any loss or damage relating to the operation of the private golf cart.

9. Each year a resident using a private golf cart may be required to provide the Club with a certificate of insurance stating that the operation of the private golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Club from time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to the Club.

10. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the private golf cart by the member, his or her family or guests, and the member

shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.

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

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

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

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

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

HANDICAPS

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

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

3. Members are responsible for turning in all their scores on a daily basis.. The pro shop shall assist any members needing help with the posting procedures.

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

GOLF COURSE ETIQUETTE

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

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

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

3. Be sociable, but reserve your extended conversations for the clubhouse.

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

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

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

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

GENERAL POOL RULES – NOT APPLICABLE FOR NON-RESIDENT MEMBERSHIP

1. Use of any pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.

2. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.

3. Children 12 years and younger must be accompanied and supervised by a responsible adult (age 18 & over) at all times.

4. Bathers age 13-17 must not use the pool alone.

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

6. Children in diapers must wear protective covering to prevent contamination. Diapers to be changed in designated diaper changing station in locker rooms.

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

8. Showers are required before entering a pool.

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

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

11. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool areas.

12. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.

13. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool areas. All bikes are to be parked on the tennis courts lawn
14. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
15. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
16. Diving is not permitted.
17. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
18. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool areas. The pool staff has the authority to expel from a pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
19. Swimming parties may be arranged through the Club in advance of the occasion.
20. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
21. All persons using the pool areas are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
22. Smoking is permitted only in designated areas.
23. Flotation devices are permitted for non swimming children.. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in a pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.
24. Persons who leave a pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from a pool area is prohibited.
25. Members and guests assume full risk of loss and responsibility for damage to their person or health arising out of or related to use of the splash park facilities.

SPLASH PARK-SAFETY RULES

1. Participate at Your Own Risk
2. Children 12 yrs and under must be directly supervised by a responsible adult (18 yrs or older).
3. No pool toys or floats are allowed.
4. No running or horseplay.

5. No food or gum on splash pad.
6. No glass or other breakable objects in the splash area.
7. Smoking and other tobacco products are prohibited.
8. All diaper wearing children must wear swim diapers. Please do not change diapers in the splash park.
9. Do not use the splash pad if you have an infectious or communicable disease. Be aware that open cuts, blisters, or wounds may become infected.

GENERAL SPA RULES— NOT APPLICABLE FOR NON-RESIDENT MEMBERSHIP

1. All Club members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.
2. Only persons 16 years of age or older are permitted in the Spa and no person under such age shall be permitted access to the Spa or use of any Spa services, equipment or amenities. Children under the age of 16 may be permitted to use the Spa and fitness facilities at the discretion of the Club Manager, and the written approval of their parents. Pets are absolutely prohibited in the Spa.
3. Operating Hours: Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.
4. Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club. A guest fee will be charged for each guest in addition to fees for the use of specific Spa services. All guests, upon entry to the Spa, must sign in and register.
5. No bare feet are allowed outside of the steam, sauna and treatment areas.
6. Smoking is not permitted in the Spa except outdoors.

GENERAL FITNESS RULES-NOT APPLICABLE FOR NON-RESIDENT MEMBERSHIP

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.
2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would

preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members and guests assume full risk of loss and responsibility for damage to their person or health arising out of or related to use of the fitness facilities.

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

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

7. All members and their guests must sign in at the front desk. Guests must sign a liability waiver.

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

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

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

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

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

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

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

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

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

17. All jewelry must be removed prior to exercising.

CROSS COUNTRY SKIING AND SNOWSHOEING

1. Ski and snowshoe in the indicated direction and observe all signs. Do not ski or snowshoe on closed trails or ungroomed areas.

2. Always ski or snowshoe to the right when passing oncoming skiers and snowshoers and when skiing or snowshoeing a double track.

3. Descending skiers and snowshoers always have the right of way.

4. Ski and snowshoe under control and in such a manner as to enable you to stop or avoid obstacles.
5. Do not obstruct the trail. Move off the trail quickly if you fall and step off the track during breaks.
6. Yield the track to faster skiers and snowshoers, by stepping off to the right.
7. Members and guests assume full risk of loss and responsibility for damage to their person or health arising out of or related to use of the club facilities for skiing and snowshoeing.

RULES GOVERNING MEMBER VOTE ON EQUITY CONVERSION

1. Only memberships in good standing shall entitle the member to vote on equity conversion. Members on the resigned members waiting list who are required to pay dues and are current in their dues payment obligations may vote; other resigned members may not vote.
2. If a membership is jointly owned by both spouses, either spouse may cast the vote associated with such membership. If both spouses cast a vote, the votes shall be treated as if only one voted. If the two votes are identical and shall be treated as if neither voted if there is any difference in the vote and thereby voided.
3. The vote may be handled by mail, without a formal meeting of the members. The voting materials shall be deemed given to a member when deposited in the United States first class mail in a sealed envelope addressed to the address for such member in the Club's records, with postage thereon. For purposes of determining which members are entitled to vote, the Club may fix an advance date as a record day for purposes of determination of the members. If a formal meeting is held, members may vote by proxy in a form determined by the Company.

**ALL RULES AND REGULATIONS ARE SUBJECT TO
CHANGE FROM TIME TO TIME WITHOUT NOTICE.**