



# **BY-LAWS**

**(Rules and Regulations)**

**FOR**

**The Club at Hidden Creek**

**Effective December 1, 2021**

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## CLUB RULES AND REGULATIONS

### ARTICLE I

#### *Name and Organization*

**Section 1. *Name and Ownership.*** The name of the club is: The Club at Hidden Creek, LLC. The club is owned by Holley-Navarre Water System (HNWS), Inc. The club functions IAW the terms of an Operating Agreement (OA) established and approved by the HNWS Board of Directors on April 20, 2021. Management of the Club is assigned to a “Board of Managers” and is subject to the provisions contained in the OA.

**Section 2. *Definitions.*** As used in these Rules and Regulations, the word The Club at Hidden Creek, LLC. means the concept in which the club is marketed. The word "Club" means and refers to the Club at Hidden Creek which has only one “Member” which is the Holley-Navarre Water System, Inc. The word "Facilities" means and refers to such real and personal property including, without limitation, a golf course, clubhouse and all social and recreational facilities as may be provided by the Member. The word "General Manager" means and refers to the person or entity to whom the governing Board of Managers gives the right to manage and operate the Facilities IAW guidance provided by the governing Board of Managers as designated in the OA. The word "Owner" means and refers to Holley-Navarre Water System, LLC or its successors and assignees.

### ARTICLE II

#### *Golf Memberships*

**Section 1. *General.*** All memberships in the club are non-equity and non-proprietary memberships. Membership in the Club does not imply any right or privilege to participate in or to administer the Club's business and policies. Membership in the Club entitles a member to a revocable license to use and enjoy the Facilities in accordance with these Rules and Regulations, the Golf Rules and Regulations of Play, and such other rules and regulations as the Club may establish from time to time. All memberships shall be revocable by the Club without liability or obligation to the individual holding the Membership, except as expressly provided herein or as delineated in each Membership Application and Agreement. The Club shall at all times retain the unconditional and absolute right to modify or discontinue any and all membership privileges and reserves the right to add, delete, or modify the types and categories of membership at its sole discretion. Such changes will not be retroactive to Memberships active and will be implemented upon renewal of said Memberships.

Memberships shall be those granted to individuals who have been accepted by the General Manager of the Club, and who have paid dues and any applicable fees specified in the current fee schedule(s) established by the Club.

**Section 2. *Eligibility.*** Any person of good character over the age of eighteen (18) years shall be eligible to purchase a membership in the Club without regard to race, color, sex or creed.

**Section 3. *Membership Categories.*** The Club currently has two general types of memberships: Golf Memberships and Social Memberships. Further, the Club has established the following categories of Golf Memberships: Lifetime Golf, Extended Term Golf (5 year and 10 year), Single Annual Golf, Family Annual Golf, Active-Duty Military/First Responder Single Annual Golf, and Active-Duty Military/First Responder Family Annual Golf. First Responders are defined as Police, Firefighters and EMT individuals actively employed in their respective fields. Additional membership categories may be created from time to time at the sole discretion of the Board of Managers for the Club. In addition, the Club has established the following categories of Social Memberships: Elite Social Membership; Daily Social Membership; Annual Social Membership.

#### **Section 4. Golf Membership Categories**

A Golf Membership permits (depending on the category) the individual, his or her spouse, and all unmarried dependents twenty-one (21) years of age and under who reside at the home of the individual or who are presently enrolled in college to use and enjoy the Facilities, subject to these Club Rules and Regulations and the Golf Rules and Regulations of Play. Each golf membership shall have guest privileges, as set forth in the Club Golf Rules and Regulations of Play, which shall entitle the individual with the golf membership and guests of that individual to use and enjoy the Facilities in accordance with such rules and regulations set forth herein. All eligible individuals who are members in good standing in any of the Golf Membership categories listed above are also entitled to the privileges associated with Social Membership, with the exception of the Elite Social Membership.

Failure to observe all applicable rules and regulations concerning guest privileges may result, at the sole discretion of the General Manager, in the suspension or cancellation of a golf member's guest privileges.

The Lifetime and Extended Term golf membership categories are CLOSED to new golf memberships at this time. Additionally, existing Extended Term memberships will be converted to one of the "annual" golf membership categories listed above upon expiration of the current term of those membership agreements.

Honorary or Emeritus golf memberships may be given golf membership privileges without the payment of dues or fees when so authorized by and at the sole discretion of the Board of Managers of the Club. Such Golf Memberships are eligible to sponsor "guests" at the prevailing guest rate.

**A. Single Annual Golf Membership.** An individual purchasing a Single Golf membership shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Club.

*1. Privileges.* A Single Annual Golf Membership entitles one (1) member access to golf, clubhouse facilities, and hosting guests at the Club (guest fees are applicable), all subject to these Club Rules and Regulations and the Golf Rules and Regulations of Play.

*2. Fees and Dues.* A Single Annual Golf Membership shall require the individual to pay an initiation fee upon joining the Club and to pay dues as required under these Rules and Regulations. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for golf membership because of an unfavorable credit rating. Single Annual Golf Membership fees can be paid monthly or in one lump sum annual payment. Lump Sum payment of the golf membership fee is entitled to a 10% discount off the Annual Rate.

*3. Liability.* The individual signing the Single Annual Golf Membership contract shall be liable for all debts and charges incurred by the individual golf member or any guests while using Club facilities.

**B. Family Annual Golf Membership.** An individual purchasing a Family Annual Golf Membership shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Club.

*1. Privileges.* Family Annual Golf Membership entitles the member access to golf, clubhouse facilities, and hosting guests (guest fees are applicable) at the Club, all subject to these Club Rules and Regulations and the Golf Rules and Regulations of Play. The privileges of Family Annual Golf Membership shall extend to the member's spouse and to all unmarried dependents of the member who are twenty-one (21) years of age and under and reside at home or are presently enrolled in college.

*2. Fees and Dues.* Family Annual Golf Memberships shall require the payment of an initiation fee upon joining the Club and to pay dues as required under these Rules and Regulations. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. Annual Family Golf Membership fees can be paid monthly or in

one lump sum annual payment. Lump Sum payment of the membership fee is entitled to a 10% discount off the Annual Rate.

3. *Liability.* The individual signing the Family Annual Golf Membership contract shall be liable for all debts and charges incurred by the individual golf member, his/her immediate family (as defined in B.1 above), and any guests while using Club facilities.

**C. *Active-Duty Military/First Responder Single Annual Membership.*** An individual desiring an Active-Duty Military/First Responder Single Annual Membership in the Club must provide a copy of the front side of their military service ID card showing they are on extended Active Duty. Individuals, defined as First Responders IAW Article II, Section 4 above must provide paperwork proving active employment in a First Responder position. These individuals shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Club.

1. *Privileges.* Active-Duty Military/First Responder Single Annual Memberships shall entitle one (1) individual access to golf, clubhouse facilities, and hosting guests at the Club (guest fees are applicable), all subject to these Rules and Regulations and the Golf Rules and Regulations of Play.

2. *Fees and Dues.* Active-Duty Military/First Responder Single Annual Memberships shall require the Member to pay an initiation fee upon joining the Club and pay dues as required under these Club Rules and Regulations. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. Active-Duty Military/First Responder Single Annual Golf Membership fees can be paid monthly or in one lump sum annual payment. Lump Sum payment of the membership fee is entitled to a 10% discount off the Annual Rate.

3. *Liability.* The individual signing an Active-Duty Military/First Responder Single Membership contract shall be liable for all debts and charges incurred by the individual golf member or any guests while using Club facilities.

**D. *Active-Duty Military/First Responder Family Annual Membership.*** An individual desiring an Active-Duty Military/First Responder Family Annual Membership in the Club must provide a copy of the front side of their military service ID card showing they are on extended Active Duty. Individuals, defined as First Responders IAW Article II, Section 4 above must provide paperwork proving active employment in a First Responder position. These individuals shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Club.

1. *Privileges.* An Active-Duty Military/First Responder Family Annual Membership entitles the member access to golf, clubhouse facilities, and hosting guests (guest fees are applicable) at the Club, all subject to these Club Rules and Regulations and the Golf Rules and Regulations of Play. The privileges of Active-Duty Military/First Responder Family Annual Golf Membership shall extend to the member's spouse and to all unmarried dependents of the member who are twenty-one (21) years of age and under and reside at home or are presently enrolled in college.

2. *Fees and Dues.* Active-Duty Military/First Responder Family Annual Membership shall require the payment of an initiation fee upon joining the Club and to pay dues as required under these Rules and Regulations. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. Active-Duty Military/First Responder Family Annual Golf Membership fees can be paid monthly or in one lump sum annual payment. Lump Sum payment of the membership fee is entitled to a 10% discount off the Annual Rate.

3. *Liability.* The individual signing the Active-Duty Military/First Responder Family Annual Membership shall be liable for all debts and charges incurred by the individual golf member, his/her immediate family (as defined in D.1 above), and any guests while using Club facilities.

**Section 5. *Social Memberships.*** In addition to Golf Memberships, the Club offers certain Social Memberships to individuals seeking to benefit from certain social aspects of the Club only. Individuals wishing to patronize the Bar located in the Club at Hidden Creek Clubhouse must fall into one of the following Social Membership categories in addition to meeting all the legal requirements for purchase of

alcoholic beverages. All Social Memberships extend to Family Members of Golf and Social Members living in the same household as such member who are otherwise eligible to purchase alcoholic beverages

**A. *Elite Social Membership.*** An Elite Social Membership entitles an individual to host one event at the clubhouse at a date and time agreed to by the Club subject to the Club's Rules and Regulations in exchange for an Elite Social Membership fee.

**B. *Daily Social Membership.*** All individuals who have paid daily green fees are granted a Daily Social Membership in the Club for the duration of the day for which the Green Fees were paid. In addition, Daily Social Members are granted to all individuals who are attending social events held at the Club sponsored by an Elite Social Member for the duration of the event.

**C. *Annual Social Membership.*** An Annual Social Membership may be purchased for an annual fee to be set by the Club to be paid in one lump sum at the time of application for Social Membership.

**Section 6. *Right to Transfer.*** All types of Golf Memberships are non-transferable.

### **Section 7. *Status Change of Golf Memberships***

1. *Upgrading.* Status Change of Memberships can reflect a retroactive date of the first of the month if notified prior to the fifteenth (15th) of each month. This will prevent a member being charged that month's dues at the upgraded rate.

2. *Downgrading.* Down grading may only be granted on a one-time basis during the life of the Annual Golf Membership. The lower status must be retained for the remainder of the annual contract period of the original Golf Membership. Monthly dues will be lowered to the new rate applicable to the downgraded status on the first day of the month *following* the granting of the downgraded golf membership request.

3. *Medical Leave of Absence.* Members who suffer serious health conditions during the term of an Annual Golf Membership may elect to go on leave of absence status. A doctor's note must be provided confirming the health issue and must forecast an expected date of return to full membership status at the Club. Upon that date, the Club will automatically return the membership to full status unless another doctor's note extending the duration of the health condition is presented. During the period of the medically verified absence, the member will be excused from payment of monthly fees. Individuals who have paid the lump sum annual fee can be refunded that portion of the annual fee applicable during the period affected or can also be credited the appropriate amount to follow-on membership contracts. Medical Leave of Absence rules previously delineated apply **ONLY** to Single or Active-Duty Military/First Responder Single Annual Memberships. Family memberships are **NOT** eligible for Medical Leave of Absence since remaining family members retain all membership rights in the Club.

4. *Active-Duty Military Leave of Absence.* When an Active-Duty Member holding a Single Active-Duty Annual Golf Membership receives Temporary Deployment/Duty (TDY) orders, that member must provide a copy of those orders along with the inclusive dates he/she will be deployed in a written request to the Club. During the period covered by those TDY dates, no monthly dues will be charged. Individuals who have paid the lump sum annual fee can be refunded that portion of the annual fee applicable during the period affected or can also be credited the appropriate amount to follow-on membership contracts. If the TDY includes dates not encompassing an entire month, dues will be pro-rated based on the number of days the member is absent for those months.

Upon receipt of Permanent Change of Station (PCS) orders, the Active-Duty Member has an option to cancel the Golf Membership (either Single or Family) without penalty thereby terminating the annual membership contract. The military member may also choose to keep the membership active for up to one year without being charged dues (e.g., Remote Tour/PCS), however for Active-Duty Military Family Memberships none of the Family members may utilize the Golf Course or Facilities during these non-dues paying period. Membership cancellation for PCS reasons requests must be provided in writing to the Club

with the specific date of termination/suspension of the contract along with a copy of PCS orders. The effective date of termination/suspension of the contract will be the first day of the month following PCS departure of the individual with the membership.

Active Duty Single and Family Annual Golf Memberships are limited to the length of service of the member's active-duty commitment. Active-Duty members must prove their "active duty" status upon each annual golf membership renewal. Upon a member "retiring" or, v.ing "extended active duty" status, they must provide a copy of separation paperwork, and their Membership will revert Single or Family membership rate, as appropriate for the remainder of their Annual Membership period.

5. *First Responders Change of Job Status.* First Responders with Golf Memberships under Active-Duty Military/First Responder Single or Family Annual contracts who resign, retire, or otherwise leave cease performing First Responder duties must notify the Club of their status change and their respective Golf Memberships will revert to the applicable Single/Family Annual Golf Membership rates for the remainder of their contract duration.

**Section 8. Resignation.** All memberships are for a specified period of time and as such are legally binding contracts with the Club. Therefore, resignations which void Golf Memberships are only permitted for those cases where the individual holding the membership is moving outside the local area (greater than 25 miles from the Club), is unable to play golf for health reasons (validated by Doctor in writing), or is an Active Duty Military member receiving PCS orders and does not desire to keep his/her membership active as specified in Section 6 above. All Members are required to provide a 30-day written notice of resignation, but no resignation shall be accepted by the Club until the financial obligations of the member are settled in full. No refund or proration of any initiation fees or other prepaid dues or charges shall be made to any member desiring to resign from the Club except as previously noted. Upon the resignation of a member, all rights and privileges, title and interest of the member in the membership possessed shall revert to the Club. All resignations must be received in writing prior to the effective date of resignation. The effective date of the resignation will be the last day of the month in which the resignation letter was received by the Club. Resignations allowed for the reasons previously noted shall not be subject to any further dues after the effective date of resignation and any unused portion of prepaid annual dues will be refunded to the member. Resignations may not be made for Social Memberships.

**Section 9. Reinstatement.** Any member who has forfeited or resigned his or her Golf Membership and then wishes to be reinstated will be subject to pay the current membership initiation fee when applying for a subsequent Golf Membership.

**Section 10. Change in Family Status.**

1. *Divorce or Separation.* A divorced or separated spouse of a member may within thirty (30) days after the divorce/separation apply for membership in the Club under the appropriate Golf Membership category without having to pay a separate initiation fee. Upon approval of the new Golf Membership by the Club and payment of any monthly/annual dues and fees, the divorced/separated spouse will have a separate golf membership in the Club. If the divorce decree or settlement agreement so provides, a current annual golf membership may be transferred or assigned to the divorced spouse, subject to the approval of the Club and the payment of all applicable dues and charges. The divorced spouse thus becomes responsible for all subsequent dues and other charges for the duration of the original Golf Membership agreement.

2. *Death of Member.* The surviving spouse of a member and dependents, if any, age twenty-one (21) and under who reside at the home of the surviving spouse or who are presently enrolled in college shall continue to enjoy the membership privileges of such deceased member of the Club upon payment of all applicable dues and charges and subject to all rules and regulations of the Club for the remainder of the membership period. The membership of such deceased member in such cases shall be automatically transferred by the Club to the surviving spouse. Should the spouse desire "change in status" to a different type of membership or resign from the Club, the rules in Article II, Section 6 or 9 above, as applicable, will apply.



**Section 11. *Suspension.*** The Club shall at all times have the absolute right to suspend, for either a definite or indefinite period, membership privileges of any member who, at the sole discretion of the Club, is in default on any amount due to the Club for Initiation Fees or membership dues; has violated Club Rules and Regulations or the Golf Rules and Regulations of Play; or whose behavior is considered disruptive to the operation of the Club and/or other golf memberships. A suspended member shall remain obligated to pay all dues following the effective date of suspension during such period of time as the suspension remains in effect. No dues previously paid by a suspended member shall be returned or prorated.

**Section 12. *Right to Repurchase Memberships.***

1. The Club reserves the right to repurchase any membership in any membership category with or without such member's permission and even if such member is in good standing and has fully paid all outstanding dues and charges. Upon payment of the repurchase price set forth below, the Club shall have completely satisfied and fulfilled all obligations and liabilities to such individual for the golf membership.

2. If the Club exercises the right of repurchase of a golf membership within the first twelve (12) months of the effective date of an annual membership, the Club shall pay one hundred (100) percent of the initiation fee along with any "prorated portion" for the time remaining on the annual membership period if the entire annual membership fee was paid up front.

3. Should the Club, at some point in the future, at its sole discretion, offer additional multi-year or Lifetime Memberships, specific "repurchase rights" for those Golf Membership contracts will be specified directly in those Golf Membership agreements.

**ARTICLE III**  
***Fees, Dues, and Charges***

**Section 1. *Membership Initiation Fees.*** The Club reserves the right to modify, change, or waive the membership initiation fees at any time, at its sole discretion.

**Section 2. *Dues.*** The Club reserves the right to modify or change membership category rates at any time, at its sole discretion. The schedule of dues for each category of membership shall be provided to each member upon request. Any change in the Membership rates for any category will not affect the rates for any current Annual Golf Membership or Annual Social Membership agreement until the expiration date of that agreement. Upon renewal of his/her membership, the revised rates will go into effect.

**Section 3. *Proration.*** The date of acceptance will determine the date to activate the membership. Golf Memberships with a date of acceptance after the first five (5) days of the month will have the first month's dues prorated for the initial month. Monthly dues are billed in advance.

**Section 4. *Charges.*** The Club reserves the right to establish various charges for the goods and services available to the membership. The Club further reserves the right to modify, change, and increase the various charges from time to time. Fees and charges may be established by the Club for special privileges and services provided to golf memberships that are in addition to regularly scheduled services or events. Without limiting the generality of the foregoing, the Club reserves the right, in exercise of its sole discretion, to impose a minimum charge to be assessed against each member and their guests for food and beverages served at the Club during normal operating hours. Such assessments will not be effective during the remaining duration of current Golf Membership contract periods and will only impact Golf Membership agreements initiated after the new food and beverage policy is implemented.

**Section 5. *Guest Fees.*** The Guest Fee shall be a fixed fee assessed daily against the sponsoring member for each guest of that member. The Club further reserves the right to modify, change and increase or decrease the Guest Fee from time to time, at its sole discretion. The current Guest Fee in effect shall be provided upon request.

**Section 6. *Liability for Charges.*** Members shall be liable for all debts, charges, and fees incurred by themselves, all family members, and their guests participating in activities at the Club.

**Section 7. *Payment of Dues and Charges.*** All dues, debts, charges and fees incurred by members of the Club shall be due and payable within twenty (20) days of the statement date of the amount of such dues, debts, charges and fees.

**Section 8. *Non-Payment of Dues and Charges.***

1. Whenever the dues, debts, charges or fees of any membership remain unpaid for a period of twenty (20) days after the statement date, the Club may suspend all charging privileges for the delinquent individual and require cash payments for all subsequent purchases.

2. If such dues, debts, charges and fees remain unpaid for an additional period of ten (10) days, the golf membership of the delinquent member may be suspended, at the sole discretion of the Club, but such suspension shall not be prejudiced or affect in any manner the legal right of the Club to collect any delinquent charges and fees. Any individual whose golf membership shall have been suspended for non-payment of any dues, debts, charges or fees shall not be entitled to return of any portion of initiation fees nor any return of prepaid dues or charges.

3. Accounts not paid in full within 20 days after the statement date are subject to a monthly service charge equal to one and one-half (1.5) percent of the delinquent balance.

4. Golf memberships with overdue amounts for a period of greater than 90 days are subject to revocation at the sole discretion of the Club.

**Section 9. *Charge Privileges.*** Charge slips to Golf Membership accounts must be signed by either the owner of the membership or an authorized member of his/her family who shall sign their name and the assigned Golf Membership number. Charge privileges may be suspended if an outstanding balance is more than twenty (20) days delinquent measured from the billing date. Charge privileges are not available to Social Members.

**Section 10. *Attorney's and Collection Fees.*** Should the Club be forced to refer delinquent dues, debts, charges and fees to a collection agency or attorneys for collection, the delinquent member shall be liable for and shall pay to the Club all costs of collection, including all collection agency and attorney's fees and court costs.

#### **ARTICLE IV** ***Use of Facilities***

**Section 1. *Guest Privileges.*** A “guest” is defined as an individual who resides on a permanent basis outside of the local area which is defined as a distance greater than 25 miles from the Club at Hidden Creek Golf Course. Any member may invite guests to use the Facilities in accordance with the privilege afforded such member by these Club Rules and Regulations and the Golf Rules and Regulation of Play. All guests paying the guest of member rate for golf must be accompanied by an individual covered by the specific type of Golf Membership, i.e., single or covered family member, unless the member has expressly received permission to the contrary from the General Manager or Golf Operations Manager. All Guest Fees must be paid or signed for by the member in advance of play. Any member inviting a guest or guests to use the Facilities shall be responsible for all debts incurred by the guest, for their conduct, and for any damage done by them to the Facilities. The Club at its sole discretion may limit the number of times per year whereby a guest of a member may receive the guest rate. The Club has established a limit of three (3) whereby a member may invite up to three (3) guests to play for the guest of member rate on any given day. Guests shall not be permitted to attend events which are made available to “members only” unless otherwise indicated per the format of the event or with prior approval of the General Manager or Golf Operations Manager.

**Section 2. Club Liability.** The Club shall not be responsible or liable for any loss of personal property, including but not limited to golf clubs, clothing, or jewelry left in or on the premises of the Club, whether in storage, lockers or otherwise.

**Section 3. Use of Club Golf Carts.** Golf cart rentals shall be subject to the terms and conditions contained in these Club Rules and Regulations and the Golf Rules and Regulations of Play. Golf cart drivers and their passengers (herein collectively referred to as "Cart Users") shall be responsible for and shall pay for any damages that are sustained to a golf cart while in their possession. Cart Users shall be personally responsible for any bodily injury and/or property damage incurred by reason of the use of their golf cart. Cart Users agree to indemnify and hold the Club and the employees of the Club harmless from any liability, damage, loss, or claims of any nature whatsoever that may arise from or through use of a golf cart. Specific golf cart operational rules are listed below:

1. Golf carts must not be driven past directional signs placed in front of greens and drivers must observe other posted signs for golf cart operations. Golf carts must not be taken over aprons, greens, tees, flower beds, traps or the area between the green and greenside bunkers. Golf Carts must remain on designated cart paths, or specifically marked areas when driven past the directional signs placed in front of each green. Individuals with "handicapped" flags must confirm their handicap status with the Pro Shop prior to play. Golf Carts with authorized "handicap" flags must NOT be driven past the directional signs placed in front of greens nor within 30 feet of the putting surface on sides or rear of greens.

2. Golf Carts must not to be driven through wet areas or over sprinkler heads.

3. Golf carts must use drainage ditch bridges and never be driven through drainage ditches.

4. No more than two golf bags and two riders shall be permitted per golf cart. Exception: Minor children of members are permitted in addition to the two riders provided all individuals in the cart can be properly seated during operation.

5. Members and guests are responsible and will be charged accordingly for physical damage to golf carts while in their possession. While a golf cart is in motion, all arms, legs, and feet must be kept inside the confines of the cab. This rule is for safety of the occupants.

6. Only persons with a valid driver's license or operating permit will be permitted to rent or operate a golf cart.

7. Operators should always set parking brakes whenever leaving the cart.

**Section 4. Privately Owned Golf Carts.** All "Use of Club Golf Carts" rules specified in Section 3 above apply to Privately Owned Golf Cart operations on Club property. A Club member currently owning and operating a private cart may have the privilege of using their personal golf cart on Club property. All private cart owners are subject to the Club's By-Laws and policies governing privately owned carts. The General Manager or Golf Operations Manager, at their sole discretion, will approve type and make of all privately owned golf carts permitted on Club property. Neither the Club nor the management or employees thereof shall have any responsibility or liability to the cart owner, or any guests, invitees or licensees involving or related to the use by such persons who operate private carts. The private cart owner agrees to indemnify and hold harmless the Club and the employees thereof from and against any liability, responsibility, claims, actions, and costs, including court costs and reasonable attorney's fees, arising from or in any way related to the maintenance or use of privately owned golf carts at the Club. The following specific guidelines apply to use of Private Carts on Club property.

1. Golf carts must be of four-wheel construction and electric powered only.
2. A contract between the Club and cart owner, renewable yearly in conjunction with an annual golf membership renewal, is to be signed and the cart trail fee charge paid monthly along with the membership fee or annually if desired.
3. Unusual exterior finishes, decorations, or optional equipment not in keeping with normally accepted golf cart appearance will not be permitted.

4. Private carts must be stored and consistently maintained in a safe operating condition by the cart owner, at his/her sole expense.
5. Private carts may not be stored or left unattended on Club property during non-operational hours of the Club. If the Club becomes aware, at any time, that a privately owned cart is not in a safe operating condition, the permission granted hereunder is subject to immediate suspension by any authorized Club representative at which time further operation of the private cart on Club property is prohibited. Reinstating use permission will require the Private Owner's demonstration, to the CLUB's satisfaction, the cart has been restored to a safe operating condition.
6. Private Owners must maintain general liability insurance, covering ownership, use and operation of the cart and are legally responsible for all damage done to or by the private cart while operating on Club property.
7. Use of private carts is non-transferable. Only the owner, spouse, and members of their immediate family who are at least 16 years of age and possess a valid driver license may operate the cart on Club property. Exception: Children of members not meeting the above requirements may only always operate private carts under direct parental supervision in the cart.
8. A guest may ride in a private cart but must pay the appropriate guest w/cart fee.
9. Only Club members in good standing may operate private carts while on Club property. Non-members, lessees or guests are not allowed these privileges.
10. The annual private cart agreement becomes effective only after acceptance by the Club and payment of the applicable fee. This agreement, and the permission granted therein, shall expire at the conclusion of membership period.
11. Operators must observe all course cart rules while operating private carts on Club property; these include, but are not limited to:
  - a. Operator must check-in at the Pro Shop prior to each use of the private cart on the course except that private cart may drive from a residence on the course directly to the Clubhouse prior to the start of a golf round and return via a direct route upon completion of the round or participation in other Clubhouse activities.
  - b. Private golf carts covered by a cart agreement with the Club, may be "trailed" onto Club property, however, the Club Pro Shop must be notified before the cart is unloaded from the trailer.
  - c. Private carts must operate within the same constraints as Club carts while on the Golf Course. See Section 3 in this Article for specific details.
  - d. Immediate family members or other Club members who have a private cart membership will not be charged for riding in a private golf cart.
  - e. Ice chests or coolers of a dimension similar to those on Club carts are permitted and must be approved by Club Pro Shop personnel before use on the Golf Course.
  - f. In accordance with state law, all alcoholic beverages taken on the course must be purchased at the Golf Course Pro Shop, Snack Bar or Club Beverage Cart. Ice chests and coolers are subject to inspection at any time by Club personnel.
  - g. In the event a private cart becomes disabled on Club property, the Owner agrees to allow Club staff to remove the cart and to hold the Club, its employees, management, and agents harmless from any and all claims of liability for personal injury or property damage related to any such removal.
  - h. Driving carts on the golf course is prohibited, except as permitted in paragraph 11.a above.
  - i. At the sole discretion of Club management, if an owner is denied the privilege of further use of his/her private cart on Club property, all remaining months left on his/her contract will be canceled and any pre-paid private cart fees will be forfeited.
  - j. These policies and regulations are subject to periodic review and change by the Club management.

**Section 5. Non-Member Play.** The Club may, at its sole discretion, schedule outside golf tournaments and play by non-members. Additionally, the Club may, at its sole discretion BLOCK TEE times for use by non-

members during periods of high demand. This provision generally applies to peak periods of play anticipated during weekends and holidays, although may be used at other times by the Club.

**Section 6. *General Release.*** Each individual holding a membership in the Club, and that individual's family and guests or any non-member of the general public who in any manner makes use of or accepts the use of any Club facilities, including but not limited to, any apparatus, appliance, facilities, golf course, lockers, showers, or other privileges or services whatsoever, or who engages in any contest, game, exercise, competition or any other Club activity, either on or off premises, including, without limitation, the Club parking facilities, shall do so at his/her own risk and shall hold the Club and employees of the Club harmless from and against any injury, damage, liability, loss or claim resulting from such use, contest, game, exercise, competition, service or other activity, and/or motor vehicle by reason of any act or omission of the Club or any employee of the club.

## **ARTICLE V** ***Administration***

**Section 1. *Agency.*** Notwithstanding anything in these Rules and Regulations that may appear or be construed to the contrary, the Club Management as defined in the Operating Agreement of The Club at Hidden Creek, LLC document retains absolute authority and control over the management, operation, and disposition of the Club and its Facilities. Members shall have no control over the selection of personnel of the Club. The daily operation and management of the Club, the Facilities, and all Club property shall be vested in the General Manager, acting through the employees and staff of the Club. No member of the Club and no employee of the Club, other than the General Manager, shall have any authority, express or implied, to act on behalf of or as agent for the Club. No such person shall have any power or authority to bind the Club by any contract, activity, or action. The authority of the General Manager shall be strictly limited to the undertaking of the performance of the duties and responsibilities delegated and assigned by the Club Management.

**Section 2. *Amendments to Administrative Rules and Regulations.*** These Club Rules and Regulation and the Golf Rules and Regulations of Play are subject to modification, amendment, and change from time to time at the sole discretion of the Club Management. The Club reserves the right to adopt and post from time-to-time additional administrative rules and regulations that shall be binding upon the individuals currently holding golf memberships in the Club as if set forth in these Club Rules and Regulations and the Golf Rules and Regulations of Play.

**Section 3. *Oral Representations.*** The Application and Golf Membership Agreement(s), these Club Rules and Regulations, the Golf Rules and Regulations of Play and any agreements and understandings expressly incorporated by reference in any of the above documents shall constitute the entire agreement and understandings between the Club and each individual holding a Golf Membership or Social Membership. No oral representations shall have any effect, nor shall they modify any of the terms and conditions contained in the aforementioned documents.

## **GOLF RULES AND REGULATIONS OF PLAY**

### **ARTICLE VI** ***Golf Course General Rules & Regulations***

**Section 1. *Management of the Golf Course.*** Set forth below are the Golf Rules and Regulations of Play All matters relating to play on the Golf Course at the Club shall be controlled by the General Manager.

**Section 2. Hours of Play.** Hours of play shall be as posted from time to time by the General Manager and are subject to change at the sole discretion the General Manager.

**Section 3. Registering.** All individuals holding Golf Memberships in of the Club, their family members, and guests must register by name in the Pro-Shop at the Clubhouse prior to playing any part of the Golf Course.

1. No Show Fees for missed Tee Times – Individuals who book a starting time and do not cancel said time 24 hours in advance are subject to being charged for that time at current cart fee rate per player booked for that Tee Time. No shows due to inclement weather or other emergency considerations shall be exempted from “no show” fees at the sole discretion of the General Manager or Golf Operations Manager.

**Section 4. Starting.** All players must start on No. 1 tee unless otherwise directed by the Pro-Shop and or Starter. IAW generally accepted Rules of Golf, single players have no standing on the Golf Course and must not interrupt or delay other players.

1. Individuals with Golf Memberships may reserve starting times with the Pro-Shop no sooner than fourteen (14) days in advance to date of play except for weekends (Sat/Sun) and designated Holidays when advance booking of Tee Times by individuals holding golf memberships is limited to the DAY PRIOR for the hours of 8:00 AM to 11:00 AM of those days. The general public may reserve tee times on-line or with the Pro Shop no sooner than 7 days in advance. Singles or twosomes may call in and will be put in a “fill-in” status for all reservations with less than 4 persons. The names on the fill-in list will be used to complete a threesome or a foursome. Singles or twosomes may show up at any time and be placed on a standby list at the Pro Shop to fill in any “open” slots in a 4-person reserved or scheduled tee time.

2. Starting times can be transferred or reassigned on the day of play only by coordination and approval with Pro Shop personnel.

**Section 5. Rules of Play.**

1. Play on the Golf Course shall be governed by the rules and regulations of the United States Golf Association with the exception of any local rules that are posted or printed on the scorecard.

2. Play must be from the appropriate colored markers as placed on the tee boxes.

3. Five-some's or greater are prohibited at any time unless permission is granted by the General Manager or Golf Operations Manager. In the event, neither the General Manager nor Golf Operations Manager are unavailable, Pro Shop counter personnel can be delegated approval authorization for 5-somes on a case-by-case basis.

4. Two individuals per cart is mandatory except for three-some or approved 5-some groupings. Exceptions to this policy are allowed for Private Carts or in cases where an individual desiring a “single” cart pays a separate additional charge as determined and paid at the Pro Shop during sign-in. Starters will be charged to strictly enforce this policy at Tee Time and may require single occupied carts to double up prior to proceeding to the first tee.

5. Pace of play should be in four hours or less for 18 holes. Club management, through monitoring by Starters and Course Marshalls, will take the appropriate measures to ensure a four-hour pace of play is maintained.

6. Use of range balls on the golf course proper during any round of golf is grounds for immediate and absolute removal from the golf course. Green and/or cart fees will NOT be returned to public individuals in violation of this rule.

7. Each player must have their own individual set of clubs when playing the Golf Course. No more than one player shall play out of one bag.

8. Behavior which is generally offensive to other players and/or members, including the use of obnoxious or abusive language is strictly prohibited and will be grounds for immediate and absolute removal from the golf course.

**Section 6. Practice and Lessons.** Members shall use the driving range, practice pitching areas, and practice green only for practice or when otherwise under instruction by a Club affiliated Golf Instructor. Lessons

for golf instruction may be made by reservation directly through the Golf Operations Manager. Practice on the Golf Course “proper” is PROHIBITED either during or outside of posted operating hours. Members observed or reported using the course for “practice” during or outside of normal course operating hours will receive a “warning” (first offense), be suspended for two weeks (second offense) or have their membership revoked for recurring violations of this policy. Non-members observed or reported using the course for practice will be deemed “trespassing” and may be referred to Law Enforcement.

**Section 7. Practice Range Policy.**

1. Use of range balls are not allowed anywhere except on the range.
2. Retrieving balls from the range is prohibited due to safety concerns.
3. All golfers are required to hit from the designated tee space(s) clearly marked on the range.
4. Practice in other than designated area(s) is prohibited.
5. Practice Range hours will be posted in the Pro Shop. Use of the practice range, practicing pitching areas, practice sand trap areas, or practice greens outside of these posted hours is prohibited.

**Section 8. Closing of the Golf Course.** The General Manager or Golf Operations Manager, if the GM is not available, in conjunction with the Course Superintendent shall determine when the Golf Course shall be closed due to weather or maintenance conditions and shall further determine when course conditions prohibit or restrict the operation of golf carts. All Club and private golf carts must strictly adhere to any temporary Golf Cart restrictions instituted for course condition or maintenance reasons.

**Section 9. Refusal of Privileges.** The General Manager shall have the right to refuse Golf Course and Club privileges to anyone who, in the judgement of the General Manager, violates established rules and decorum. Failure to cooperate with the General Manager may result in disciplinary action being referred to the Club Management. Final disciplinary action implementation resides with the Club Management, at their sole discretion.

**Section 10. Personal Property.** Members are reminded not to leave unguarded golf bags or personal property in unlocked vehicles or on any fairway or green. The Club shall not be held responsible for lost or stolen personal property.

**Section 11. Dress Code.**

1. Traditional Golf Attire is required. No cutoffs, tank tops, or denim will be permitted on the golf course. Men's Attire shall consist of not less than shirts with collars and non-denim shorts. Ladies will wear proper attire with short shorts or halter tops prohibited. Shoes must be worn at all times. Only golf shoes or tennis shoes are permitted when playing or practicing golf at the Club.
2. Changing of apparel is permitted only within respective locker rooms.

**Section 12. Guests.** individuals with Golf Memberships in the Club must register all guests and pay the applicable guest fee(s). Failure to register a guest will result in an assessment of the applicable current public fee rate against the member's account. Repeat offenders of this guest policy are subject to additional disciplinary actions and/or fines, at the sole discretion of the General Manager.

**Section 13. Schedule of Play.**

1. The schedule of play shall be posted by the General Manager or Golf Operations Manager and is subject to change from time to time.
2. Junior Golf Play.
  - a. Junior players are defined as unmarried dependent sons and daughters of Members who have not reached the age of 17.
  - b. Junior players are subject to all Club and Golf Rules and Regulations governing the Golf Course set forth in these By-Laws.

- c. Children under the age of 12 years are not permitted on the Golf Course, practice tees, or putting greens, unless accompanied by an adult at all times. No children or junior players are permitted on the Golf Course, practice tees, or putting greens unless specifically scheduled for lessons or golf play, or unless they have been approved by the Golf Operations Manager.

**Section 14. Rules of Golf Etiquette.** The Club shall have the right to refuse Golf Course and Clubhouse privileges to any person who violates established rules and decorum listed anywhere in these By-Laws.

1. No person should move, talk, or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.

2. The player who has the "honor" should be allowed to play before a competitor tees or addresses his ball. In the interest of expeditious play, 3, 4, or 5-somes may allow players within their group to tee off out of order and/or address/hit out of order while playing a hole.

3. No player should continue golf play until the players in front are out of range.

4. In the interest of all, golfers shall play without undue delays.

5. Before leaving a bunker, a player shall be responsible for filling and raking all holes made therein in conjunction with their play from said bunker.

6. Through the green, a player shall ensure any areas of turf displaced during shot execution is replaced with sand and pressed down, and any damage to the putting surface of the green made by the ball or the players is carefully repaired.

7. Players should ensure when removing and dropping the flagstick no damage is done to the putting surface by standing too close to the hole or in handling the flagstick or when removing the ball from the hole. The flagstick should be properly replaced in the cup before leaving the putting surface of the green.

8. When play of a hole has been completed, players should immediately leave the putting surface. In the interest of safety, following player groups should not hit until all preceding players are a safe distance from the green.

9. A player shooting from a fairway of a hole other than which he is playing does not have the right of way.

10. A ball coming to rest on a tee or green other than that of the hole being played shall be dropped from such tee or green no closer to the hole being played before playing the next shot. No penalty shall be assessed to meet this requirement.

11. If a group fails to keep its place on the Golf Course and loses more than one "clear hole" on the group in front, the group **MUST ASK** the group following them if they wish to pass through. In case play is delayed more than three (3) minutes due to a lost ball, the group playing behind shall be invited to play through. Whenever, under this rule, the lead group is required to invite the following group to play through, after issuing such invitation, the slow group shall take a position on the Golf Course out of the line of play and remain stationary until the invited group has played through. Any group must step aside and let a following group play through when a course marshal so requests.

12. Failure to observe any of the following established rules of decorum is considered a serious offense, and repeat offenders may be subject to curtailment of golf privileges at the sole discretion of the General Manager:

- a. Throwing trash anywhere on the Golf Course. All paper, plastic bottles, cans, etc. should be placed in a golf bag or golf cart until reaching a trash receptacle.
- b. Glass bottles or containers are prohibited on the Golf Course.
- c. Display of temper or other unbecoming conduct.
- d. Failure to repair ball marks on greens or divots on fairways.
- e. Failure to fill and rake your tracks or club marks before leaving a bunker.
- f. Playing a ball from the putting surface of a green or tee box other than the hole being played. In such cases, the rule in Section 14, para. 10 above applies.
- g. Placing a pull or powered hand golf cart or a golf bag on any putting surface.
- h. Failure to yell "Fore" when determining the flight of your ball could place other players on the course in danger.



**Section 15. *Liability for Personal Injury or Property Damage.*** See Club Rules and Regulations Article IV, Section 6 for applicable liability guidance for the Club. All players on the Golf Course property are expected to report immediately to the Pro Shop any injury or damage to persons or property caused by them or other players in their group.

**ARTICLE VII**  
***Clubhouse Rules and Regulations***

**Section 1. *Rules of Conduct.*** All individuals utilizing Club facilities are requested to observe all normal rules of etiquette so Club facilities may be enjoyed by all. Quiet enjoyment of the club and proper decorum must be observed in the Clubhouse and on the grounds at all times. The Clubhouse shall be under the supervision of the General Manager for the efficient operation of the Club. The General Manager shall have full and complete charge of the Clubhouse and grounds at all times.

**Section 2. *Schedule of Operations.*** The schedule of operations for the Clubhouse shall be posted by the General Manager and is subject to change from time to time. Hours of operation, dates, times of opening and closing of the Club are subject to the discretion of the General Manager. Specific hours of operations shall be posted in the Pro Shop and the times of any special events shall be posted on the Club Calendar of Events in the Clubhouse.

**Section 3. *Reservations.*** Private parties and receptions may be permitted for Elite Social Members of the Club and individuals with Golf Memberships subject to the following terms and conditions:

1. Reservations and arrangements must be made and coordinated in advance with the General Manager. Any required room rental fees must also be paid in advance.
2. Individuals making such reservations and arrangements must accept full responsibility for payment of any rental fees assessed and are also responsible for the overall conduct of their guests during said function.
3. Individuals making such reservations and arrangements are responsible for all attendees participating in such events and ensure compliance with all Club conduct and dress requirements.

**Section 4. *Attire, Grooming, and Conduct.***

1. Attire for special Club functions shall be in accordance with the information published for each occasion. Attire for private parties or events will be coordinated and approved by the General Manager.
2. All individuals shall conduct themselves in a manner which will not interfere with enjoyment of the Club by others. The use of obnoxious language and boisterous behavior are prohibited.

**Section 5. *Guests.*** Individuals with Elite Social Memberships or Golf Memberships sponsoring guests at the Club and members of the general public who are visiting the club are responsible for compliance with the guidance contained in the Club Rules and Regulations, Article IV, Section 1 of these By-Laws. Additionally, anyone bringing small children to the Club must keep them in their presence and under their control at all times. Children and young adults under the age of 21 are not allowed in the bar area of the Club.

**Section 6. *Food and Beverages.***

1. Only food and beverage purchased from the Club or catered for special events may be consumed anywhere on the Club's premises.
2. Food and beverages must be consumed only in authorized areas on the Club premises.

3. Alcoholic beverages shall be served only in accordance with state law, and liquor law violations are prohibited on the Club premises.

4. At present there are NO food and beverage monthly or quarterly minimums required for any Membership categories. Should the Club at some point in the future enact such a food and beverage minimum as part of a Membership such language will be incorporated into any subsequent Membership applications and shall not be retroactively applied to any Memberships in place before initiation of the food and beverage minimum implementation. The minimum will be applied to all food and beverage purchases charged to the applicable Membership account during the normal course of business including purchases from the beverage cart, any snack shop, or from the restaurant if the restaurant is being operated as part of the Club and not by an independent contractor. Purchases made in cash and or credit card sales do not count toward fulfillment of these minimums.

**Section 7. Lockers and Club Storage.** Lockers are made available to individuals with Golf Memberships on a "space available" basis as specified in the individual membership contracts or upon payment of the annual locker fee in those instances where the contract does not address the subject. The following rules are established for use of the locker room and lockers:

1. Towels and other items which are Club property shall not be taken from the premises or kept in lockers and shall not be available for use outside the locker rooms.
2. Golf clubs and golf bags shall not be stored in lockers. Each member receiving a locker is responsible for the safekeeping of all items within the assigned locker. The Club bears no responsibility or liability for loss or damage to items placed in individual lockers.
3. Lockers, if available, for guests may be arranged on a single-day basis through the Pro Shop. A daily fee may be charged.

**Section 8. Parking.**

1. All persons must drive and park motor vehicles in accordance with posted and marked regulations and in designated spaces in the Club parking lot.
2. Only Golf Course maintenance vehicles are allowed on the Golf Course proper.
3. The Club will not be responsible for loss or damage to automobiles driven or parked on the Club property.
4. Driving Safety.
  - a. Always drive slowly and carefully on the driveways and parking areas of the club. Pedestrians always have the right-of-way.
  - b. Never block the Club entrances, fire hydrants, or park in areas posted "No Parking".
  - c. Avoid the use of vehicle horns except in the interest of safety.
  - d. Bicycle riders are expected to use the area provided for parking bicycles. Parking bicycles in walk areas creates a safety hazard.
  - e. Golf carts belonging to the Club are NOT allowed to be taken into any automobile parking lot of the Club.

**Section 9. Pet Policy.**

1. Domesticated pets are not allowed anywhere on the Golf Course or Club property at any time.
2. Owners of domesticated pets will be held directly responsible for any damage created to the Golf Course or Club property by their animals. The cooperation of the local enforcement agencies will be used by the Club to implement this regulation.

**Section 10. Complaints and Grievances.**

1. Any suggestions or complaints regarding service rendered by Club personnel must be made to the General Manager. Members are requested to refrain from talking to employees, other than the General Manager about such matters.

2. No employee shall be reprimanded in any way by individuals who do not hold supervisory positions with the Club. Inattention to duties or lack of courtesy, should be promptly reported to the General Manager or Golf Operations Manager and will receive his or her prompt attention.
3. All individuals utilizing the Club golf course and the associated Club facilities and employees of the Club are requested to report any violation of the rules and regulations contained in these By-Laws to the General Manager. Individuals violating Club rules and regulations contained in these By-Laws will be subject to such action as is deemed necessary by the General Manager and approved by the Club Management Team.
4. Individuals utilizing Club facilities shall not have the right to request personal service of any Club employee when that service requires the employee to leave his area of responsibility.

**Section 11. Solicitations.** The solicitation of funds or subscriptions for any purpose or the sale of raffle or lottery tickets on the Club premises is strictly prohibited. Circulars, advertisements, notices, etc., other than Club notices may be posted or distributed in the Clubhouse or on the Club premises with prior approval from the General Manager. Raffle tickets sold in conjunction with Club sponsored and/or approved Golf tournaments are authorized for items that are raffled off in conjunction with those events if approved by the General Manager or Golf Operations Manager when the event is scheduled or booked at the Club.