



AMENDED AND RESTATED RULES AND REGULATIONS
March, 2015

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I. PREAMBLE

Signature of Solon Country Club (the “**Club**”), has established these Policies, Rules and Regulations to protect the variety of exceptional amenities located at the Club (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 may amend these Rules and Regulations from time to time at its discretion.

Each Member acknowledges that the Club Facilities are being provided in a “where is, as is” condition. The Club disclaims and makes no representations or warranties of any kind relating to the Club Facilities, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose.

II. GENERAL

2.1 HOURS OF OPERATION

The Club reserves the right to establish, amend, or modify the hours of operation of the Club, and any of its components or individual facilities. The Club’s hours of operation will be established and published by the Club considering the season of the year and other circumstances.

2.2 MEMBERSHIP

Club Membership shall consist of five (5) classes of membership, namely: “Full”, “Social Golf”, “Social”, “Junior”, and “Corporate”. Subject to compliance with the terms herein set forth, the timely payment of all initiation fees, dues, user fees, and charges, if any, to the account of the members, each class of membership shall entitle the holder of such membership to the privileges listed respectfully:

- A. Full Membership: Full membership includes all privileges of the Club including use of golf, swimming, and clubhouse facilities for each individual in the Member’s immediate family. For purposes of these Bylaws, “immediate family member” means the member, his or her spouse, and any unmarried children under the age of twenty-one, or children who are full-time college students, or serving in the military under the age of 23.
- B. Social Golf Membership: Golf membership includes golf, swimming, and clubhouse facilities for each individual in the Member’s immediate family. This membership allows up to eight rounds of golf per year at the applicable guest rate.
- C. Social Membership: Social membership includes swimming and Clubhouse privileges only for each individual in the member’s immediate family.
- D. Junior Membership: Junior membership is available to individuals who are between the ages of twenty-one (21) and forty-one (41). All privileges of the Club pertaining

to the chosen classification are available for each of the individuals in the Member's immediate family, provided, however, that the Member's spouse, domestic partner, or significant other must also be between the ages of twenty-one (21) and forty-one (41).

- E. Corporate Membership: Corporate membership is available in all membership classifications, and is designed to promote multiple memberships within a corporation or firm. Corporate memberships are identical in every respect to all regular memberships in privilege and dues. These memberships are issued in the name of the corporation or firm and assigned to an officer, executive, or designee of said corporation for his or her use. There may be only one family or individual designated to each corporate membership. In the event of the death or transfer of a corporate designee, the corporation or firm may reassign the membership to another executive, upon approval of application and payment of all charges accrued to the deceased designee's membership.

The Club reserves the right, from time to time, to change the categories of membership which are available, to modify playing privileges for each category and to establish or modify rules governing access, sign-up privileges and starting times with respect to the Club facilities.

2.3 DUES AND ASSESSMENTS

Each Member, whether individual or corporate, shall pay annually, in advance, the requisite dues applicable to his membership.

2.4 APPLICATION AND ADMISSION

- A. Membership in the Club shall be by invitation only. Any Member in good standing may recommend nominees personally known to them for membership. If accepted, the nominee shall be invited to become a Member of the Club.
- B. Nominees for all classes of membership shall be listed in chronological order; their application shall be acted upon in accordance therewith. When a class of membership has reached its authorized limit, all applications for such class shall be filed chronologically according to the date of their receipt and shall be approved or rejected in that order as vacancies occur.
- C. All applications for membership shall be made on the requisite form supplied by the Club. Each application shall include the name of the applicant, address, required family and business information, and the names of sponsors.
- D. The Owner may designate a Membership Committee to accept or reject membership applications, and the Membership Director of the Club is authorized to execute and finalize the application on the behalf of the Owner. It shall be the policy of the Membership Committee not to refuse membership on the basis of race, religion, creed, color, sex, national origin, marital status, sexual orientation, or age (over age 21).

- E. All applications for membership shall be accompanied by a check for the initiation fee, as fixed by the Owner. Such initiation fee shall be refunded to applicant only in the event the Club disapproves the application for membership, or as provided in the application.

2.5 TERMINATION OF MEMBERSHIP

The termination of membership shall in all cases result in loss of the right to use the Club facilities as of the effective date of termination, whether at the request of the Member or at the request of the Club. Termination of membership may occur: (i) voluntarily upon the written notice to resign membership, (ii) involuntarily upon death of a member, or (iii) involuntarily upon the expulsion of a member. Upon acceptance of a membership to the Club, each Member shall be deemed to have agreed for his self, his legal representative, successors, and permitted assigns to indemnify, hold harmless and defend the Club, its owners, agents, and employees from any claims, liability, or damages asserted by any person for the Club's refusal to permit use under the membership after the effective dates of such terminations and for any and all dues and charges accruing to or incurred in connection with the membership prior to the date of termination. The relationship between the Club and the Member (or his estate) in connection with the termination of membership for any of the foregoing reasons is as follows:

A. Resigned Status

Members may resign their membership only to the Club and must give the Club written notice of resignation. ***Resignation shall become effective the last day of the month following the month in which resignation is tendered.*** A resigned member will not have use of the Club facilities after the effective date of resignation. No Member shall have the right to resign his or her membership in the Club until the Member has paid one full year in membership dues. Any month in which a full promotional dues credit was received does not apply towards the fulfillment of the one year obligation. Members will be obligated to pay dues until the effective date of resignation. Notwithstanding any resignation or termination of membership, the Member and Member's spouse shall remain liable for any amounts unpaid to the Club.

B. Death

In the event of the death of a Member, the surviving spouse, if any, shall there upon automatically succeed to all the rights and privileges of such membership without payment of additional charge or other fee by reason of transfer.

C. Involuntary Termination

Any Member who is delinquent in payment of charges to his Club account, whether as to dues or goods and services, or who is guilty of any violation of this Policy, Rules and Regulations, or for conduct which tends to disregard the best interest of the Club as determined by the Owners or Club Management, all in their sole discretion may be suspended or expelled. The decision of the Owner or Club Management to suspend/expel shall not give rise to any cause of action for breach of contract, libel, slander, defamation of character or otherwise. The General Manager shall have the discretion to initiate any such expulsion procedure as he /she deems necessary.

D. Re-admission

Following the termination of membership for any reason, whether voluntary or involuntary, a past Member of the Club may not be considered for re-admission to the Club for a period of twelve (12) months following the effective date of the past Member's resignation or termination without paying full back dues for the period of time the past Member was not enrolled at the Club.

2.6 TRANSFER OF MEMBERSHIP

Any initiation fee is non-refundable, non-salable, and non-transferable regardless of membership status. Only Corporate Memberships receive transfer privileges.

2.7 MEDICAL LEAVE OF ABSENCE

The payment of dues will not be abated for any reason including, without limitation, medical conditions or disabilities.

2.8 UPGRADE/DOWNGRADE

A. Upgrade

Members who have paid the initiation fee for their membership may upgrade to a higher category of membership, in the sole discretion of the Club, if the higher category of membership is then available. If a Member chooses to upgrade their membership to a higher classification at any time, they must pay an upgrade fee, which upgrade fee shall be determined by the Club and may be amended by the Club in its sole discretion.

B. Downgrade

For a Member to downgrade their membership classification, they must be in good standing and must provide the Club with thirty (30) day written notice of their wish to downgrade. No portion of the initiation fee paid for the membership shall be refunded upon downgrading. If a member chooses to downgrade their membership to a lower classification at any time, they must pay a downgrade fee, which downgrade fee shall be determined by the Club and may be amended by the Club in its sole discretion. Memberships may only be downgraded once during the lifetime of a membership and the Member must have been a Member in the higher classification of membership for at least one (1) year prior to its election to downgrade to a lower classification of membership. Once a Member has downgraded his or her membership to another category, the Member will not be allowed to change his or her membership category for at least one year thereafter. Any request for reinstatement to previous category prior to the expiration of 12 months is subject to back dues at the original membership rate. Re-instatement to previous Member category shall be subject to availability of desired membership.

2.9 LEGAL SEPARATION OR DIVORCE

In the event of the divorce, legal separation, or qualified domestic relations order (QDRO) of spouses having membership privileges, the membership, including all of its rights and benefits,

will vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and writer notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. With regard to any claim or dispute about the ownership of a membership, in the absence of an agreement of separation or a decree of divorce, the Club shall be entitled to rely on the Membership Agreement and Application and may confirm ownership of that membership in the name of the person listed on the Membership Agreement and Application as a Primary Member. The Club will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and does not have any liability or responsibility for the resolution of such disputes.

2.10 EQUAL OPPORTUNITY

Signature of Solon Country Club does not discriminate against any individual because of race, religion, creed, color, sex, national origin, sexual orientation, marital status or age (above the age of 21) in evaluating an application for membership, or in providing to any person the accommodations, advantages, facilities, membership or privileges of the Club.

2.11 INTERPRETATION/AMENDMENTS

The Owner and/or its affiliates, successors or assigns, in their discretion at any time may establish additional Rules and Regulations and may modify or rescind existing Rules and Regulations set forth herein. Decisions made by the Owner regarding the interpretation and application of these Rules and Regulations shall be final and binding on all persons using the Club Facilities.

2.12 CLUB MANAGEMENT

The Owner may designate a different management entity to serve as operator of the Club at any time, in Owner's sole discretion. Where applicable, references to the "Club" shall mean the Owner or any management entity appointed by Owner to manage and operate the Club.

2.13 LICENSE TO USE

Membership is a license to use the Club Facilities. Members do not have any ownership interest in the Club or Club facilities and have no vested rights to use the Club facilities. Membership is subject to the terms, conditions and limitations of the Rules and Regulations, as amended from time to time by the Club, and the Application for Membership.

III. CONDUCT

3.1 All Members, family members, and guests shall abide by all of provisions of the Rules and Regulations.

3.2 The General Manager, and the Club personnel he or she designates, will have full authority to enforce these Rules and Regulations and any infractions will be reported to the General Manager.

- 3.3 Any Member, family member, or guest who conducts himself or herself in an unbecoming manner or who knowingly violates any Club policy or rule may be denied service by the Club and/or be sanctioned as provided in these Rules and Regulations.
- 3.4 Due consideration of the rights and comforts of others shall be given at all times by all Members, family members and guests while on the Club premises or using the Club Facilities.
- 3.5 Members and their respective family members and guests shall not reprimand or discipline any employee or send any employee or other Members off the Club premises for any reason. Harassment, sexual or otherwise, of employees of the Club, is not permitted and will not be tolerated. Sexual harassment includes, without limitation, unwelcome sexual advances, verbal or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements, and/or any other conduct, statements or action which creates a hostile environment. Violation of any of these offenses is grounds for immediate revocation of membership.
- 3.6 All complaints, criticisms or suggestions relating to any of the operations of the Club or its employees should be brought to the attention of the General Manager either verbally or in writing. At no time should a member chide, counsel, or reprimand an employee.
- 3.7 Food and beverages consumed at the Club must be furnished by the Club and may be consumed only in areas designated by the Club. The Club will allow Members to bring bottled wine into the Club for special occasions for a corkage fee per bottle.
- 3.8 Cigarette, cigar or pipe smoking is not permitted anywhere in the Clubhouse.
- 3.9 No firearms or other weapons of any kind are permitted on or about the Club premises or Club facilities at any time.
- 3.10 Absolutely no fireworks are permitted at the Club facilities or adjacent areas unless part of a firework exhibit organized and conducted or sanctioned by the Club.
- 3.11 No Member shall use or furnish to non-Members, the membership roster or list of Member addresses for the purposes of solicitations or any other commercial purpose.

IV. CLUB ACCOUNTS

- 4.1 Dues, food and beverage charges, purchases, equipment rentals, and other charges incurred by a Member, family member, or guest may be billed to the responsible Member's Club Account as determined by the Club.
- 4.2 The amount of all dues, fees, and charges are subject to change from time to time by the Club. Upon termination of a membership there shall be no dues refund.

- 4.3 All expenses, including costs and attorneys' fees, incurred by the Club for checks returned by the Member's bank or a guest's bank shall be borne by the responsible Member.
- 4.4 Any Member desiring cancellation of any service must do so by giving 30 days written notice to the Club. The Member shall continue to be charged and shall be obligated to pay for any service provided prior to receipt of written notice of cancellation.
- 4.5 The Club will e-mail notice all Members that a monthly statement of the Member's charge account at the Club is available for viewing. Each Member authorizes the Club Owner to send any invoices, notices or other mailings regarding their membership by electronic mail to the e-mail address provided by the Member. The Club, in its sole discretion, may establish Club Accounts that permit Members to charge cart fees, merchandise from the golf shop, food and beverage or other purchases at the Club. Club Accounts are due and payable, in full, by the 25th day of each month. If a Member's monthly statement is not paid in full by the 25th day of the month in which it is billed, the Club is authorized to charge the full balance due to the credit or debit card on file with the Club. Past due bills shall incur a one-time charge equal to the greater of (i) ten percent (10%) of the delinquent amount or (ii) \$25.00, and, in addition to such one-time charge, interest at the rate of one and a half percent (1.5%) per month will accrue on the entire account balance, provided such rate shall not exceed the maximum rate of interest permitted by law. If the Club Account is not fully paid by the last day of the month in which it is billed, the Club may suspend the undersigned's membership privileges until the delinquent amount is paid in full. Continued delinquency for a period of 30 days from the date the Club Account is first billed or repeated incidents of delinquency may result in termination of the membership. Remedies of the Club shall be cumulative. As a condition of membership, each Member agrees to maintain a valid major credit card account in the undersigned's name on file with the Club at all times during the term of membership and authorizes the Club to charge the same to pay for any outstanding Club Accounts. In addition, each Member agrees to provide the Club with a valid e-mail address. Each Member shall be responsible for any amounts that are not paid by the credit card companies. All disputes on any such credit card accounts relating to the Club will be promptly brought to the Club's attention.

Each Member acknowledges that all costs and expenses incurred by the Club in the collection of any amounts not paid when due, including but not limited to, court costs and attorneys' fees and expenses, shall be the defaulting Member's obligation and shall be due and payable upon demand.

V. CLUB COMMITTEES

5.1 BOARD OF GOVERNORS

The role of the Signature of Solon Country Club Board of Governors is to serve as ambassadors for the Club within the Club and within the community. Through their pride and commitment to the Club, members of the Board involve themselves in promoting the ongoing success of the

Club through the sponsorship of friends and colleagues to membership. The Board works hand in hand with Club Management in establishing policies and procedures for the Club. The Board assists the club in gaining Member's acceptance for the dues, fees and other policies necessary to fulfill the obligations of the Club. The Board also works to enhance a new membership roster and recognize the importance of aligning the Club as a good steward in the community.

A. Goals

The goals of each committee are the same, to represent Signature of Solon Country Club with their values at heart. These values include legendary service, absolute integrity, strength of the people, innovation and growth.

B. Board Positions

I. Board Chair

The Board Chair shall preside at all meetings of the Club and of the Board of Governors and shall be the General Liaison Officer between the members of the Board and the Club. The Board Chair may from time to time establish from members of the Board such committees, as he/she may deem reasonable for the orderly conduct of the Club with the consent of club management. Meeting will be conducted according to Robert's Rule of Order and a quorum must be present to conduct the Board of Governors meeting.

II. Ex-Officio

This is an advisory position to the President and in the Absence of the President; the Ex-Officio assumes and performs his/her duties. Should neither be present at the meeting, the Club Manager shall be in charge of the meeting. The outgoing President generates the position of Ex-Officio.

III. Committee Chairpersons

There shall be three positions to be filled. These chairpersons shall preside at all meetings of their respective committees. These committees, under the guidance of the Board Chair, shall create and schedule Member tournaments for the year in conjunction with the General Manager and shall work in close cooperation with the Golf Professional and membership team. The respective committees should analyze any problems, suggestions or needs within the operations with recommendations brought to the General Manager. It is recommended that the chairpersons of each committee are responsible for turning in to the office all materials relating to tournaments for publication in the Club's monthly newsletter.

5.2 GOLF COMMITTEE

The Golf Committee shall be the Committee Chairperson of said committee, the Head Golf Professional, and the General Manager, along with seven other Full Golf Members of the Club. The Golf Committee shall be dedicated to the improvement of the mutual enjoyment of the game of golf through the fair representation of the interest of all full privilege members. All committee members shall remain in good standing with the Club throughout the term of their position on

said committee. The Golf Course Superintendent will attend meetings for communication purposes.

5.3 MEMBERSHIP COMMITTEE

The Membership Committee at Signature of Solon Country Club has been established by Board of Governors to promote the membership and provide assistance and guidance to the Board, the General Manager, and the Membership Director. This committee is dedicated to both sustaining and advancing Club membership and to insure that all incoming members meet the criteria for entrance into the Club. The Membership Committee will be the major influence in shaping a successful and satisfied membership, and will assure the Club's prominence and involvement in our community. Primarily, the Membership Committee will work with the Membership Director and the General Manager in the development and implementation of membership efforts and opportunities to build a strong membership roster through contact in social and business environments. Committee members will introduce prospective Members to the Club and will encourage fellow Members to do so as well. Members of this committee shall be Full Golf, Corporate, or Social Members of the Club and shall be Members in good standing throughout the term of their position. The Membership Committee shall consist of the Chairperson, General Manager, Membership Director and eight other Members.

5.4 SOCIAL COMMITTEE

The Social Committee at Signature of Solon will be established by the Board of Governors to help plan, schedule, promote and conduct the social events of the Club and to provide guidance to the Board. Members of this committee shall be Full Golf, Corporate or Social Members of the Club and shall be Members in good standing throughout the term of their position. The Social Committee shall consist of the Chairperson, General Manager, Membership Director and eight other Members. In order to insure continuity as well as fresh ideas, all attempts should be made to carry over at least 50% of the committee from the previous year.

5.5 GUIDELINES/RESPONSIBILITIES

The respective committee should analyze any problems in Club affairs and suggested solutions brought to the General Manager and Board of Governors. All committee meetings should take place prior to the Board of Governors meeting each month. All meetings shall be held on a monthly/quarterly basis with Committee members participating in discussions regarding Club updates, communication of referrals, new information pertaining to the Club. Because of the importance of participation, absence from three (3) meetings in a row will be interpreted as voluntary withdrawal from the Board of Governors. Each term of participation will be from January 1st to December 31st of the designated year. Attendance by conference call is acceptable.

VI. CLUB PREMISES

6.1 CLUB EQUIPMENT

- A. No property or furniture of the Club shall be removed from the room or other area in which it is placed without the prior approval of the Club.
- B. No property of the Club shall be loaned or removed from the Club facilities without prior written permission from the Club.
- C. Member shall be responsible for damage to Club property, resulting from misuse by the Member, his or her Family, or their guests. All repair or replacement costs may be charged to the responsible Member.

6.2 UNAUTHORIZED ENTRY

Employee areas of the Club, maintenance and equipment buildings and other service areas are off limits to Members, family members, and guests, unless accompanied by an authorized employee of the Club.

6.3 POLICY REGARDING ALCOHOL SERVICE

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

- A. The Club's policy is to comply with the laws of the State of Ohio, as they pertain to the purchase, service and consumption of alcohol. Further, the Club's policy is not to serve alcoholic beverages to anyone who appears to be intoxicated. This policy applies to guests as well as to Members. Alcoholic beverages will not be served in excessive quantities to any Member or guest.
- B. No alcoholic beverage will be sold or consumed on the premises by persons under the age of twenty-one (21). Identification will be requested of any person who appears to be under the age of twenty-one (21).
- C. The Food and Beverage Manager and/or General Manager shall ensure, through means which he or she deems appropriate, that the bartender, wait staff and others are instructed in making an initial determination of excessive alcohol consumption by an individual. When such determination has been made, the staff person shall communicate with the manager. If possible, the manager shall personally observe the individual concerned. The manager shall then make a determination to cease or not cease service in a diplomatic manner, either advising the Member directly, or the host Member who shall be responsible for advising his or her guest.

- D. In the absence of the manager, matters involving alcohol service shall be reported to the Dining Room Supervisor or Beverage Supervisor who will fulfill the duties of the manager, including the determination to cease or not cease service to any person.
- E. No alcoholic beverages shall be brought onto or removed from the Club facilities by Members, family members or guests, with the exception bottled wine brought by Members to the Club for special occasions in which case a corkage fee will be assessed.
- F. It is the Club's policy to support its staff in the implementation of this policy regarding alcohol service. It is the Club's policy that each Member must assume responsibility not only for himself or herself, but also for his or her family members and guests. Further, each Member is encouraged to comply with the spirit of this policy by assisting in its implementation insofar as fellow Members are concerned.
- G. Any disciplinary action taken against a Member, which arises as a result of the implementation of the Club's policy on alcohol service, shall be at the discretion of Club Management and Board of Governors in accordance with article XII of the Rules and Regulations.

6.4 TRAFFIC AND PARKING

- A. Vehicles shall be parked only in appropriate parking spaces and in strict observance of any traffic regulations that may be established by the Club. Vehicles, which are parked in reserved, restricted, or unmarked areas, may be removed at the expense of the responsible Member. Golf carts must be parked in designated areas.
- B. Recreational vehicles ("RVs"), and mopeds, minibikes, all-terrain vehicles, and other motorized vehicles are not permitted at the Club facilities without the permission of the Club. Motorcycles and bicycles shall be restricted to parking areas only and are subject to the same rules and regulations as other vehicles. Only golf carts and golf course maintenance vehicles shall be permitted on the golf courses.

6.5 SOLICITATION

No advertisement, solicitation, petition, or notice shall be posted at the Club facilities without prior approval of the Club.

6.6 PETS

No dogs or other pets (with the exception of trained service dogs) are allowed at the Club facilities, except under special circumstances with prior authorization of the Club. A Member is responsible for any damage or injury caused by an animal owned by, or brought upon the Club facilities, including the golf course, by such Member, his or her family, or their guests.

6.7 PROHIBITED ACTIVITIES

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

6.8 PERSONAL PROPERTY

Each Member, family member, or guest is responsible for his or her own personal property. The Club is not responsible for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. The Club without notice may dispose of personal property left by any person on the Club premises and not claimed within thirty (30) days. No bailment is intended, nor created, by the preceding sentence.

6.9 CLUBHOUSE ATTIRE

It is expected that Members and their family 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 and their family members will advise their guests of the dress requirements. Required attire for clubhouse areas are as follows: Golf attire (as described in GOLF RULES Section 9.5) is acceptable in the Golf Shop, Locker Rooms, Men's and Ladies' Lounges and Mixed Grill at any time of day. Denim is permitted in the Mixed Grill, Locker Rooms, Men's and Ladies' Lounges, Golf Shop and areas passing to these locations. Denim is not permitted at any time in the Main (Formal) Dining Room, unless otherwise indicated for a special Member or banquet event.

Tank tops are not permitted in any area of the clubhouse. Men are asked to remove caps and hats while in all areas of the Club. Ladies may wear hats in the clubhouse.

- On evenings after 5:00 p.m. in the Main Dining Room:
 - o Gentlemen: Long pants and a collared shirt or mock-collar shirt with sleeves is acceptable.
 - o Ladies: Slacks, capris, skirts, dresses and blouses, shirts with or without collars and shirts with or without sleeves are acceptable.

The Club reserves the right to add additional requirements regarding attire for certain events or certain areas of the Club in the future. From time to time, exceptions to the clubhouse attire rules may be made, as published by the Club.

6.10 CLUB SERVICES AND ACTIVITIES

- The Club may sponsor various social, cultural, and recreational events in which all Members and their family members may be invited to participate. Activities will be publicized in a monthly newsletter of the Club.
- Reservations are required for most social events of the Club and are taken on a first-come, first-served basis by preregistering with the appropriate personnel of the Club. Cancellation of reservations after any published deadline for cancellation may result in the Member being charged a fee as determined by the Club.

- Members are encouraged to use the Club's facilities for private parties. Members have the first right of refusal for the banquet facilities. A Member must make a reservation with the appropriate Club employee for available dates and arrangements and must assume full responsibility for the party and for the conduct of such Member's guests in accordance with these Rules and Regulations.
- The Club may require the advance payment of a security deposit by the Member who assumes responsibility for a private party. The Member sponsoring the party shall be responsible for any damage caused by the member and/or his or her guests in connection with the party or event.

The Club reserves the right to sponsor various social, cultural, and recreational events at which time use by Members and their family members may be restricted.

6.11 CELLULAR TELEPHONES/PAGERS

Cellular telephone and pager use on the golf courses and practice areas should be limited to emergency use. Golf etiquette dictates that their use shall not impede the speed of play nor disrupt other players. All such communication devices should be put on "silent/vibrate" mode while on golf courses, practice areas and in the clubhouse and dining areas. No audible ringing or other form of audible sound is allowed from any communication device.

If a cellular telephone must be used in the clubhouse or dining areas, Members and their guests are asked to move to a quiet area away from other Members.

The Golf Marshal shall have the authority to rule whether communication devices are being used in violation of the policy and is authorized to instruct the user to turn off the device. If violation persists, the Marshal shall inform the Head Golf Professional of the violation for further resolution by the Golf Committee and/or Board of Governors.

Members shall be responsible for ensuring that their guests understand and adhere to the policy.

6.12 FISHING

Fishing is not allowed on Club property.

6.13 JOGGING AND WALKING

Jogging and walking is not allowed on Club property with the exception of gaining access to the pathway between Signature I and II.

6.14 RECIPROCAL CLUBS

Signature of Solon Country Club enjoys reciprocal agreements with many clubs throughout Ohio and the United States. The Club's golf professionals may arrange the use of golf facilities at a reciprocal club. For dining, the Club's receptionist will make reservations and arrange charge-back privileges.

VII. PRIVILEGES

7.1 GUEST PRIVILEGES

Classifications for guests are accompanied guests, unaccompanied guests, and reciprocal guests. Guest fees are established by the Club, and periodically revised. There may be restrictions on the number of times an accompanied guest may use the Club facilities.

All Members shall be entitled to limited guest privileges, subject to the provisions hereof, payment of applicable guest fees and charges, and subject to such additional rules and regulations as are established by the Club. Members and family members shall be required to register their guests for golf, tennis and swimming either in person, by telephone, or by facsimile, prior to using the Club facilities. Please see Section 9.10 for guest golfing privileges. Guests must check in upon arrival at the Club. A Member shall be responsible for the conduct of his or her guests and his or her Family's guests at all times while the guests are at the Club facilities. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient in the discretion of the Club.

Except as otherwise provided herein or permitted by the Club, in its discretion, no guest shall use the Club facilities unless accompanied by the Member or family member of whom he or she is a guest. Guest fees and other charges incurred by the guest, which are not paid by such guest, shall be billed to the sponsoring Member's Club Account. Guests will be entitled to use the Club facilities only in accordance with the privileges of the category of membership held by the sponsoring Member.

7.2 IMMEDIATE FAMILY AND EXTENDED FAMILY PRIVILEGES

- A. The Member's spouse and their unmarried children under the age of twenty-three (23), attending school on a full-time basis or in the military, are allowed the same usage privileges enjoyed by the Member.
- B. The Club reserves the right to cancel the privileges of any Member for failing to abide by the Rules and Regulations, as may be amended from time to time.
- C. While at the Club facilities, persons under twelve (12) years of age must be accompanied by a parent or other adult who will assume responsibility for the former's safety and behavior. The parent or adult must stay in proximity to the child as appropriate to maintain responsibility for the child's behavior and safety.
- D. Unaccompanied persons under sixteen (16) years of age are not allowed in the Mixed Grill, Men's Locker Rooms, Ladies Locker Rooms or Member Lounge.
- E. A Member shall be responsible for the conduct of his or her family members and guests at all times while at the Club facilities. Guests must be accompanied by the Member while in the clubhouse.

7.3 DOMESTIC PARTNER

A qualified “Domestic Partner” of a Member will be entitled to the same use privileges as a Member’s spouse. In order to be a qualified Domestic Partner of a Member, the following criteria must be fulfilled to the satisfaction of the Club, in the Club’s sole discretion:

- A. The Domestic Partner must reside with the Member on a permanent basis as a family unit.
- B. The Domestic Partner may be of the same or opposite sex from the Member but is not related to the Member.
- C. The Member and the Domestic Partner must provide any information requested by the Club and the Domestic Partner may be interviewed by the Club.
- D. The Member must submit in writing to the Club at the time when Domestic Partner status is requested and thereafter can only be designated once during a 36-month period.
- E. The Member must agree to be responsible for the Domestic Partner’s club charges.
- F. The membership held by the Member is in no way transferable to a domestic partner.

Upon admission for use privileges as a Domestic Partner, the Domestic Partner will have the same use privileges and charge privileges at the Club as a spouse of a Member, and immediate family privileges will be extended to the immediate family members of the Domestic Partner. The Member can terminate Domestic Partner status at any time, by delivering written notification of the termination to the Club. In addition, the Club may terminate Domestic Partner status at any time as provided in the Domestic Partner Questionnaire.

7.4 PARTIES/RESERVATIONS

- A. For all functions of the Club held in the dining rooms, tables will be assigned on a first-call, first-choice basis.
- B. Certain facilities of the Club may be available for private parties from time to time.
- C. Arrangements for private parties or special parties for Members, or Member-sponsored groups should be made through the appropriate Club employee, in advance.
- D. If an unusual number of people are involved and/or whenever special service of any kind is desired, the Club shall establish guidelines regarding notice, operations, additional services, and hours.
- E. No performance by entertainers will be permitted at the Club facilities without the permission of the Club.

- F. Reservations are highly recommended for Club events as to ensure proper staffing levels.
- G. Failure to cancel reservations for special events may result in a cancellation charge in accordance with the posted cancellation policy.
- H. Club special events may be reserved for “Members only.”

VIII. LIABILITY

Members, family members, and guests shall use the Club facilities at their own risk and shall assume sole responsibility for their personal property. The Club and Club management, and the Owner, their partners, officers, employees, representatives, and agents shall not be held liable for personal injury to any Person, nor for loss or damage to personal property used or stored at the Club facilities, whether in lockers or elsewhere. Each Member shall be legally and financially responsible for his or her acts or omissions, as well as those of his or her family and their guests. Each Member shall indemnify and hold the Club and Club management, and the Owner, and their partners, officers, employees, representatives and agents harmless from any loss, cost claim, injury, or damage incurred by the Member, his or her family or their guests, or arising out of the conduct of the Member, his or her family, or their guests.

In any action under the these Rules and Regulations arising out of any event operated, organized, arranged, or sponsored by the Club, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for all costs and expenses incurred by it, including court costs, attorneys’ fees, travel, and other costs, through all trial and appellate proceedings.

IX. GOLF RULES

9.1 REGISTRATION

All golfers shall register at the Golf Shop and pay all applicable green fees, guest fees and cart fees before beginning play. Members are responsible for the payment of fees incurred on account of their guests. All guests are asked to sign the Guest Registry. A Member that knowingly allows a guest on the golf course without paying the guest fee may be subject to disciplinary action.

9.2 RESERVATIONS

- A. The hours of operation of the golf course, practice range and Golf Shop will be posted in the Golf Shop and are subject to change, as determined at the discretion of the Club, and depending on golf course and weather conditions. The Golf Course Superintendent, in consultation with the Head Golf Professional, shall determine when the golf course is playable and such decision shall be final and binding on all persons using the golf course. No golf course play shall be permitted during any period that the course is closed.

- B. Members may reserve starting times in advance by calling the Club during Golf Shop hours or in person as follows:
- Full Golf Members may reserve tee times up to ten days in advance.
 - Social Golf Members may reserve tee times up to three days in advance.
 - No Member may obtain two starting times on Saturday, Sunday or holidays without the prior approval of the Head Golf Professional.
 - Tee times must be cancelled two hours prior to a starting time.
 - Single players and twosomes are not allowed, without prior approval of the Golf Shop, on Fridays from 12:00 noon until 1:30 pm, or Saturdays from 8:00 am until 1:00 pm. Social Golf Members are not allowed access on Saturdays, Sundays, or Holidays before 10:00 a.m.
- C. Failure to check in and register at least ten (10) minutes prior to a reserved starting time may result in revocation of the starting time. Players late for their starting time may lose their right to the starting time and shall begin play only at the discretion of the Head Golf Professional.
- D. The Club may designate certain playing times for players eighteen (18) years of age or younger. Children under twelve (12) must be accompanied by a parent. The Head Golf Professional, in his discretion based on skill and ability of the player, may allow players under the age of twelve (12) to play without an adult. Children may be excluded from certain peak playing times such as weekends and holiday mornings.
- E. United States Golf Association (“USGA”) rules govern play, subject to the local rules. Local rules may be amended or superseded at any time by the Head Golf Professional or the appropriate committee.

9.3 LOCAL GOLF COURSE RULES

Local golf course rules shall be posted in the Golf Shop. Members are responsible for familiarizing themselves with said rules. Compliance with local rules is mandatory for all players.

9.4 TOURNAMENTS AND CLINICS

- A. The Club reserves the right to make the golf course and practice range available for tournaments and clinics, at which time use by nonparticipants may be restricted.
- B. Except during special events, only members of the golf professional staff are permitted to render golf instruction at the Club. Lessons should be scheduled through the golf professional. Lessons not canceled at least twenty-four (24) hours in advance may be subject to charge.

- C. No golf tournaments of any kind shall be permitted unless approved in advance by the Club.

9.5 EQUIPMENT AND ATTIRE

- A. Every player must have a set of golf clubs and a golf bag. No sharing of golf clubs shall be permitted. Rental sets are available for a nominal charge.

- B. Proper attire is required for all players:

- Non-collared shirts, tank tops, halter-tops, cutoffs, sweat pants, tennis or other athletic shorts, and bathing suits are not permitted on the golf courses or practice facilities.
- For gentlemen, shirts with collars or mock collars and sleeves, slacks, and golf shorts no shorter than one hand length above the top of the knee are considered proper attire.
- For ladies, slacks, capris, skirts, dresses and blouses and shirts with or without collars and shirts with or without sleeves are considered proper attire. Skirts, skorts and shorts shall be no shorter than one hand length above the top of the knee.
- Golf Attire is acceptable in the Golf Shop, Locker Rooms, Members' Lounge and Mixed Grill at any time of day. Men are asked to remove caps and hats while in the Main Dining Room. Ladies may wear hats in the Clubhouse.
- No metal spikes may be worn on the golf course and practice areas. Only "soft spike" or spike-less golf shoes or other approved shoes shall be worn on the golf course and practice areas.

- C. The Club is not responsible for lost or stolen property.

9.6 GOLF CART USE

- A. Private golf carts for Signature of Solon residents are allowed at the Club, subject to the terms and conditions of the private cart agreement. Private carts must be registered with the Golf Shop and billed for an annual trail fee.

- B. Golf carts shall be assigned at the Golf Shop at the time of registration. Players may walk and carry their clubs at certain times at the discretion of the Club.

- C. No vehicles other than golf course maintenance vehicles, golf carts provided by the Club, and registered private carts shall be permitted on the golf course.

- D. Golf carts are restricted to use on the golf course and practice areas. No golf carts owned by the Club shall be removed from the Club Facilities at any time.
- E. Persons sixteen (16) years of age or older may operate golf carts provided they hold a valid driver's license.
- F. No more than two (2) Persons and two (2) sets of golf clubs are permitted on golf carts. The minimum number of carts must be used. (1) Cart for two players or (2) carts for three or four players.
- G. Golf cart paths are to be used where provided, especially near tees and greens. The Club reserves the right to impose restrictions on the use of golf carts on the golf course from time to time, including restricting golf carts to the golf cart paths only or imposing the 90-degree rule. When the "cart path only" sign or any other golf cart directional signs are posted, they must be strictly followed.
- H. Except on golf cart paths, a golf cart is not to be operated within thirty (30) yards of a green, a tee or a bunker, and shall never be driven through a hazard.
- I. Carts must remain on path at all times on all Par-3 holes.
- J. Soft areas on fairways should be avoided, especially after rains. Use the golf cart paths or the rough whenever possible.
- K. Golf carts are operated at the risk of the operator. Cost of repairs to a golf cart which is damaged by a Member or by their respective family members or guests, shall be charged to the Member. Members using a golf cart shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the Member or their respective family members or guests, and the Member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
- L. A Member using a golf cart accepts and assumes all responsibility connected with the operation of the golf cart. Each Member also expressly agrees to indemnify, defend and hold harmless the Club, and its employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of a golf cart by the Member or their respective Family members, accompanied or unaccompanied guest.
- M. Golf carts are to be returned to the staging area.
- N. Golf carts, both private and club owned are allowed on course for golf only and must be registered in the pro shop prior to entering the course, with the exception of gaining access between Signature I and II.
- O. Violation of these golf cart rules may result in loss of golf cart privileges and/or playing privileges.

9.7 DRIVING RANGE/PRACTICE FACILITY

- A. Range balls are for use on the driving range only and are not permitted to be used on the golf course.
- B. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the driving range.
- C. Proper golf attire is required at all times on the driving range.
- D. When practicing, Members are to use the driving range only. Under no circumstances are the regular tees, greens, or fairways to be used as practice areas.
- E. The driving range will close one (1) hour before dark unless otherwise posted.
- F. Children under the age of 12 must be accompanied by a parent on the driving range and practice facility.

9.8 HANDICAPS

Handicaps are computed under the supervision of the Head Golf Professional in accordance with current USGA recommendations. Handicaps are monitored and matters resolved through the Head Golf Professional, Handicap Committee and Golf Committee.

9.9 GOLF COURSE PLAY

- A. All play shall start at the number one tee unless permission to start elsewhere is obtained in advance from the golf staff. All players must check in with the starter. Under no circumstances shall players start play from residences.
- B. No wading into water hazards shall be permitted. Balls may be retrieved only from banks of water hazards during the course of play.
- C. No player shall have more than one (1) ball in play at any time.
- D. All players shall repair ball marks on greens, sand or replace divots and smooth sand traps before moving to the next tee.
- E. All players shall maintain a reasonable pace of play. The Club encourages a pace of play by its Members so that, under normal circumstances, a round of golf may be completed in 4 hours and 15 minutes or less, including any time stopping between nines. If a foursome or other group of players fails to keep their place on the golf course, the group may be asked to skip one or more holes. If a foursome or other group is searching for a lost ball, the group should allow the following group to play through. No more than five (5) minutes may be used to search for lost balls. The Club may monitor the pace of play through the efforts of a marshal during the hours of play.

- F. Slow players, whether they are Members, family members or guests, may be restricted from playing during certain times as established by the Club.
- G. Golf carts should not be parked in front of the green or in other areas that will impede the rate of play.
- H. When play of a hole is completed, Members shall leave the green promptly, and proceed to the next tee without delay. Members shall do the scoring for the completed hole while the others in the group are playing from the next tee.
- I. Practice is not allowed on the golf course. The practice facilities should be used for all practice. The Club reserves the right to require instruction for the Members who are beginners or inexperienced, prior to allowing them to use the golf courses. The intent of the Club is to assist the Members in obtaining a level of skill and knowledge, which will enhance the enjoyment of the game for them, as well as the other Members.
- J. "Course Closed" and "Hole Closed" signs are to be adhered to without exception.
- K. The rules of golf adopted by the USGA shall govern all play, except as modified by the rules set forth herein. Violation of any golf rule will result in a disciplinary letter written to the player by the Club and/or Golf Committee.
- L. Players shall observe the rules of golf etiquette as adopted by the USGA at all times.
- M. All players are responsible for their own safety during hazardous weather conditions and play at their own risk. Players who elect to continue to play during hazardous weather conditions do so at their sole election and at their own risk, and agree to indemnify the Owner and the Club from any action as a result of their continued play. Under no circumstances shall the Owner or the Club be held liable for failing to warn players of hazardous weather conditions or the need to cease play.

9.10 GUEST PRIVILEGES

- A. Classifications for guests are accompanied guests, unaccompanied guests, and reciprocal guests. All guests must register in the Golf Shop prior to play.
- B. Guest play will be subject to approval of the Club. No person who has been expelled from membership in the Club, and no Member or family member whose playing privileges have been suspended by the Club shall be permitted to play as the guest of a Member.
- C. All guests must be accompanied by a Member when playing on the golf course, unless the sponsoring Member has obtained prior approval from the Club.
- D. A guest is limited to no more than six (6) rounds per year at the Club's accompanied guest rate, either as the guest of said Member or as the guest of any other Member. Guests may be prohibited from golfing at certain peak playing times.

- E. Social Golf Members may play golf no more than eight (8) times a year by paying the applicable guest fee.
- F. Tee times not cancelled within twenty-four (24) hours of play may be subject to a charge on the sponsoring Member's Club Account equal to the fees charged for guest play and golf cart use.

X.
FOOD AND BEVERAGE

10.1 SERVICE HOURS

The service hours of the different food and beverage outlets shall be published in the Club newsletter and may be changed, as determined in the discretion of the Club.

10.2 BANQUETS AND SPECIAL FUNCTIONS

- A. The Event Director should be contacted for information and reservations regarding banquets and special functions.
- B. All reservations for banquets and special functions require a deposit payment.
- C. The number of guests attending must be guaranteed in accordance with the terms and provisions contained in the contract for the banquet or special event.
- D. The hosting Member is required to pay the guaranteed quantity cost as well as the cost of any additional service rendered above this quantity guarantee. Payment must be made in full in cash, by check, or by credit card on the day of, or first business day following, the function. Any direct billing to the hosting Member's Club Account must be approved in advance by the Club's General Manager.
- E. All food and beverage charges are subject to a service charge and applicable sales tax.

10.3 CANCELLATION POLICY

A Member who cancels a reservation for a scheduled event will be obligated to pay the cancellation fee set forth in the Banquet Agreement.

10.4 LIQUOR

Liquor law violations are not permitted at the Club facilities. The Club, in its discretion, may refuse to serve alcoholic beverages to any Member, family member, or guest for any reason. Minors may not purchase or consume alcoholic beverages anywhere at the Club facilities. See more specifically Club policy at Section 6.3.

10.5 SERVICE CHARGE

In lieu of tipping, a monthly service charge will be applied to all Members' Accounts. This service charge supplements food and beverage salaries. If desired, especially good service may

be rewarded with an additional gratuity that may be added to the ticket at the point of sale. The server will receive the full amount of the tip.

Locker room personnel, golf cart/bag attendants and driving range attendants do not share in the Service Charge. Tipping personnel in those areas is permissible to reward good service.

10.6 FOOD & BEVERAGE MINIMUM

Food and Beverage quarterly minimums of \$225.00 apply during the 1st and 4th quarters of each year. 1st quarter is considered to be January thru March and 4th quarter is considered to be October thru December.

10.7 HOLIDAY BONUS

In November, it is customary for the Club to send a letter providing an opportunity for Members to contribute to a voluntary Holiday Fund for qualified employees of the Club, along with a suggested contribution, which shall be added to each Member's monthly statement. This Holiday Fund provides the membership with the opportunity to show appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds and a description of distribution will be mailed with the letter.

XI. SWIMMING

11.1 HOURS OF OPERATION.

- A. Pool facilities and hours of operation are seasonal and will be posted at the pool and in the Club newsletter. Pool hours and availability are subject to change, as determined at the discretion of the Club, and depending on pool conditions and weather conditions.
- B. No person shall enter the pool area at any unauthorized time or when a lifeguard is not on duty. The pool is officially closed when the gate is locked.

11.2 CHECK-IN PROCEDURES

- All Members must enter at the Pool Registration Entrance only.
- Members must register before entering the Pool Facility by signing their name and guest(s) name.

11.3 GUEST POLICY

- Members are welcome to bring guests to the Pool Facility. All guests must register at the Pool Desk and pay the posted guest fee. The number of guests allowed to any one Member may be limited during peak periods at the discretion of the Pool Manager.

- A Member that knowingly allows a guest in the Pool Facility without paying the guest fee may be subject to disciplinary action.

11.4 GENERAL RULES

- A. Children under the age of 12 and children who cannot swim must be accompanied at all times by a parent or guardian over the age of 18.
- B. Members must not leave children under twelve (12) years of age unattended or unsupervised.
- C. The wading pool is limited to children under five (5) years of age. All children in the wading pool must be accompanied at all times by a parent or guardian who is over 18 years of age.
- D. Pets are not permitted in the Pool Facility with the exception of service animals.
- E. The Club is not responsible for lost or stolen items.
- F. No food will be allowed in the Pool.
- G. Food and beverages are permitted in designated areas only. Food and beverages may not be brought into the Pool Facility that has not been purchased at the Club.
- H. Trash must be put into proper containers.
- I. Glass of any kind is strictly prohibited in the Pool Facility.
- J. Smoking is prohibited at the Pool Facility.

11.5 SERVICES

Towels may be checked out at the Pool Desk for Member use, and must be returned to the Pool Desk to avoid fines for replacement.

11.6 SAFETY RULES

- A. No running at the Pool Facility.
- B. There will be no horseplay in or around the Pool Facility.
- C. Do not speak to the lifeguards while they are on the guard stand except in the case of emergency.

11.7 DRESS CODE

- A. Proper swim attire (swimsuits) must be worn in the Pool Facility.
- B. "Cut-off" shorts are not allowed in the Pool Facility.

- C. Bare feet and wet bathing suits are restricted to Pool Facility only.
- D. Bathing suits are not allowed inside the Clubhouse. Appropriate shirts, shorts and shoes/sandals must be worn in the Clubhouse.

11.8 RESERVATION/CLOSURES

- A. Deck areas may be reserved for private parties by booking the desired date and time with the Club's Event Director.
- B. The Pool Facility may be available for private parties outside regular pool hours with at least a one-week advance notice by contacting the Event Director.
- C. Lifeguards are required for all Pool Facility events involving swimming and will be billed at an additional charge.
- D. The Pool Manager may determine closure of pool due to inclement weather.

XII. INFRACTIONS AND DISCIPLINE

12.1 VIOLATIONS

The Club may suspend, expel or otherwise discipline any Member, or one or more of the Member's family, for committing any violation of these Rules and Regulations, for conduct unbecoming a Member (including, but not limited to sexual harassment of another Member, a guest of the Club or of a Member, a Family member of a Member or an employee of the Club), for any offense against the best interests of the Club or for other good and sufficient cause as determined by the Club in its sole discretion.

12.2 SUSPENSION

A Member who has been suspended pursuant to these Rules and Regulations shall be required to pay monthly dues following the effective date of suspension. Additionally, no portion of any fee or monthly dues previously paid by a suspended Member shall be refunded or prorated. During the period of suspension, the Member and his or her Family shall have no right or privileges to use the Club facilities.

12.3 PROCEDURE FOR INFRACTIONS AND DISCIPLINE

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

12.4 REVOCATION

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

12.5 GROUNDS FOR REVOCATION

A membership may be revoked and the rights of any Person or Persons entitled to use the Club may be terminated in accordance with these Rules and Regulations for any of the following reasons:

- A. Commission of any felony or misdemeanor theft at the Club facilities
- B. 60 Day delinquency
- C. Willful destruction of the Owner's or a staff's, Member's, family member's or guest's property
- D. Physical or gross verbal abuse of staff, Members, family members, or guests
- E. Continued and repeated violations of these Rules and Regulations
- F. Following suspension, if a Member or family member again violates the rule that led to the previous suspension within twelve (12) months of the infraction, or if the Member or family member violates any other rule that would result in suspension within twelve (12) months of the infraction.

12.6 PROCEDURE FOR REVOCATION

A written notice of revocation shall be delivered by mail or in person to the terminated Member. Upon revocation, the Member shall thereafter have no rights or privileges to use the Club. Revocation does not prejudice or affect in any manner the Club's right to use all legal remedies available to collect any delinquent indebtedness. A period of three (3) years must elapse before reapplying for membership.

12.7 HEARING FOLLOWING SUSPENSION OR REVOCATION

The following procedures shall be made available by the Club in order that suspended Members or Members who have had their membership revoked may be afforded an opportunity to have their situation reviewed by more than one (1) individual and all circumstances taken into account:

- A. The Member may request a review hearing, which will be held before the General Manager. If the Member does not wish the hearing to be held before the General Manager, he or she may so advise the Club in his or her request for a hearing, in which case, a designated representative of the Owner, superior to the General

Manager, may serve as the hearing officer. The Member's request for a hearing must be delivered to the Club within fifteen (15) days following the date upon which the Club mails the notice of suspension to the Member; and

- B. The review hearing will be conducted within thirty (30) days from the date that Member's request for the hearing is delivered to the Club. The Member may attend in person or by representation. Following such hearing, the General Manager or designated representative of the Club will make every effort to reach a mutually acceptable resolution. In the event such a resolution is not reached, the decision of the General Manager or the Owner's designated representative is final and binding.

12.8 REINSTATEMENT

A request for reinstatement may be honored, at the Club's discretion, subject to membership category availability and upon payment of the difference between the original Membership Fee paid by the Member (provided the Membership Fee has not previously been refunded to the Member) and the then current Membership Fee for that membership category, or any back dues or charges owed to the Club, or both of the foregoing, at the Club's discretion.