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Montesoro Golf and Social Club

MEMBERSHIP RULES AND REGULATIONS

Effective _____, 2006

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MONTESORO GOLF AND SOCIAL CLUB

RULES AND REGULATIONS

INTRODUCTION

Borrego Investors, LLC, a California limited liability company (“**Club Owner**”), owns that certain country club, commonly known as “Montesoro Golf and Social Club” (formerly known as “Rams Hill Country Club and Golf Resort”) located in Borrego Springs, California (the “**Club**”). The Club is a private “right to use” membership club. It is currently contemplated that the Club will consist of the following (collectively referred to as the “**Club Facilities**”):

Golf Facilities to include one 18-hole championship golf course designed by Tom Fazio with related practice facilities, including a driving range and practice putting greens, and supporting grounds and maintenance facilities.

Clubhouse consisting of approximately 20,000 square feet, which includes food and beverage facilities, a golf pro shop, restroom facilities; and a parking area.

Activity Center consisting of 6 tennis courts, a swimming pool, a fitness/exercise center, and food and beverage facilities.

Club Owner reserves the right to construct and make available to the “Members” (as defined below) the Club Facilities in its sole and absolute discretion; however, Club Owner or any successor shall not be required to construct or develop the Club Facilities in any manner whatsoever.

The Club is located within that certain master planned community commonly known as “Montesoro” and formerly known as “Rams Hill” (the “**Community**”). The Community consists of existing residences and it is contemplated that additional residences will be developed within the Community (each a “**Residence**”).

There will initially be two categories of membership: (i) Amenities Memberships, and (ii) Golf Memberships. Club Owner reserves the right, at its sole discretion, to create additional categories of membership and the right to modify and amend the overall membership program of the Club. For the purposes hereof, Amenities Members and Golf Members shall be collectively known as “**Members**.”

Each “Amenities Member” must own a Residence which is annexed to that certain *Declaration of Covenants, Conditions and Restrictions (The Montesoro Amenities)* (the “**Amenities CC&Rs**”) recorded on _____, 2006 in the Official Records of San Diego County as Instrument No. _____. A Residence that is annexed into the Amenities CC&Rs shall be known as an “**Amenities Residence**” and collectively known as the “**Amenities Residences**.”

Club Owner has established these rules and regulations (these “**Club Rules**”) to govern the use of the Club Facilities and to promote the health, safety, welfare, and enjoyment of all persons using the Club Facilities. Club Owner may, in its sole discretion, amend these Club Rules from

time to time. Amendments will be effective when posted at the Clubhouse. These Club Rules shall apply to all persons using the Club Facilities, whether a Member or a family member or guest of a Member.

Members have no ownership, proprietary, or beneficial interest in, or right to control or vote in the matters relating to, the Club, Club Owner or the Club Facilities. Club Owner shall have the power to create additional classes of membership and use categories and to specify the qualifications, privileges, and obligations of such additional memberships.

1. MEMBERSHIP ADMINISTRATION

1.1 Membership Cards.

Club Owner may issue membership cards to each Member and such Member's "Immediate Family" (as defined in the Amenities CC&Rs), identifying the authorized holder and the sponsoring Member, if applicable, the type of membership, and the Member's club account number, if any. If issued, membership cards shall be carried at all times while using the Club Facilities. A membership card may be used only by the person to whom it is issued.

In the event that a membership card is lost or stolen, the person to whom it was issued shall immediately notify Club Owner so that the card may be canceled and a new card issued. The Member shall be responsible for all charges placed on the account prior to Club Owner's receipt of notice of the lost or stolen membership card. Club Owner may charge a card replacement fee in an amount determined by Club Owner for replacement of each lost or stolen membership card.

All membership cards are the property of Club Owner and must be surrendered to Club Owner upon termination of the membership for which they were issued.

1.2 Club Accounts.

All food, beverage, and other purchases charged to a Member's club account will be billed monthly and shall be considered delinquent if not paid within 30 days after the date of the monthly statement. Club Owner may charge a service charge on all past due balances in the amount of one and one-half percent (1.5%) per month from the date of the statement until paid in full.

1.3 Notices.

Each Member shall give written notice to Club Owner of the Member's mailing address to which Club Owner should direct all notices and invoices. Failure to notify Club Owner of an address change shall be considered a waiver of the right to receive notices and other communications from Club Owner.

2. GENERAL CLUB RULES

2.1 Hours of Operation.

The Club Facilities are available for use only during such operating hours as Club Owner determines and publishes from time to time. Club Owner may close portions of the Club Facilities during normal operating hours for scheduled maintenance and repairs and Club Owner may restrict or reserve the use of portions or all of the Club Facilities for special events or private parties during normal operating hours from time to time.

2.2 Food and Beverage Services.

Alcoholic beverages will be sold and served and may be consumed on the Club Facilities only as permitted by California law and local ordinances. Club Owner reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated or underage. No alcoholic beverages sold on the Club Facilities may be removed from the premises. Except as Club Owner may otherwise specifically authorize, all alcoholic beverages consumed on the Club Facilities must be purchased from Club Owner.

Outside catering, picnics, and “brown bagging” are not permitted. No person shall bring or consume food or beverages on the Club Facilities except those furnished by Club Owner without prior authorization from Club Owner (other than as needed for infants).

Employees may not deliver food or alcoholic beverages to locations away from the immediate area where sold except in the case of catering or concierge services arranged through Club Owner.

2.3 Advertisements and Solicitations.

No person shall post or circulate commercial advertisements or petitions on the Club Facilities.

2.4 Club Personnel and Operations.

No person other than Club Owner and its designees shall supervise, give direction to, or reprimand employees. Verbal or physical abuse or harassment of employees will not be tolerated.

No person shall request special favors or special services from employees or send any employee off of the Club Facilities for any reason without prior permission of Club Owner. No person shall request use of equipment, supplies, or services not normally made available for use by Members.

To facilitate the proper management of the Club Facilities, all complaints, criticisms or suggestions of any kind relating to any operations or personnel should be in writing, signed, and addressed and delivered to Club Owner.

2.5 Gratuities.

For the convenience of all Members, a 20% gratuity will automatically be added to all food and beverage sales.

Cash tipping otherwise is highly discouraged as we have a no tipping policy.

Children.

Club Owner may post policies at each facility prohibiting use by persons under a specified age, or restricting use by children under a specified age unless accompanied and supervised by an adult, which policies shall be observed at all times unless otherwise approved by Club Owner. Children under the lawful drinking age are not permitted in any bar area unless accompanied and supervised by an adult.

Any person who brings a child onto the Club Facilities is responsible for the child's conduct and safety while on the premises.

2.6 Attire.

All persons using the Club Facilities are expected to dress in a manner consistent with the specific dress policies published or posted by Club Owner from time to time for particular areas and activities. Members are responsible for advising their guests as to appropriate dress.

Golf shoes must be confined to designated areas when worn inside the clubhouse. Metal spikes are prohibited.

2.7 Animals.

Dogs (other than seeing eye dogs) and other pets are not permitted on the golf course or any other portion of the Club Facilities, except under special circumstances when authorized by Club Owner. Any person who brings an animal onto the Club Facilities is responsible for any damage caused by the animal.

2.8 Club Property.

No person shall remove any Club property or furniture from the Club Facilities or the area in which it belongs without permission of Club Owner.

2.9 Personal Property.

Each Member and such Member's Immediate Family and guests assumes sole responsibility for his or her personal property. Club Owner shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities. Any such personal property which is left in or on the Club Facilities for six (6) months or more may be sold by Club Owner, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to Club Owner.

2.10 Liability for Use of Club Facilities; Assumption of Risk.

Members shall be liable for any property damage and/or personal injury on the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by Club Owner, caused by the Member and such Member's Immediate Family and guests. The cost of repairing any such property damage shall be charged to the responsible Member's club account.

Any Member and such Member's Immediate Family and guests, who, in any manner, makes use of or accepts the use of any apparatus, equipment, facility, privilege or service whatsoever owned, leased or operated by Club Owner, or who engages in any tournament, game, function, special event, exercise, competition or other activity operated, organized, arranged or sponsored by Club Owner, either on or off the Club Facilities, does so at his or her own risk and agrees that Club Owner shall have no liability for personal injury or damage to personal property occurring in the course of or arising out of such use.

2.11 Parking.

Vehicles shall be parked only in paved areas designated for parking. "No Parking" signs and reserved parking designations must be observed. Violators may be towed at the vehicle owner's expense.

2.12 Smoking.

Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the Clubhouse or in any area where food and beverages are served.

2.13 Fireworks.

Absolutely no fireworks are permitted anywhere on the Club Facilities except as part of a fireworks exhibit organized and conducted by Club Owner.

2.14 Weapons.

No firearms or other weapons of any kind are permitted on the Club Facilities at any time except those, if any, that police officers and other public servants and security personnel may be required to carry while on duty.

2.15 Non-Discrimination Policy.

Club employees shall not discriminate against any individual because of the individual's race, sex, religion, color, national origin, handicap, status as a veteran, creed, ancestry, familial status or sexual orientation.

3. SPECIAL EVENTS

3.1 Reservations.

Club Owner may from time to time require reservations for special events. Reservation requests will be accommodated in the order received, subject to availability.

Notice of changes to or cancellations of reservations must be given at least 48 hours in advance for special events or Club Owner may charge a no-show fee to the Member.

3.2 Meetings and Private Parties.

Members and such other persons as Club Owner may authorize, may reserve portions of the Club Facilities for meetings and private parties, subject to availability, Club Owner's approval, and such terms and conditions as Club Owner may establish. Reservations should be made at least three weeks in advance. A nonrefundable deposit may be required. Notice of cancellation shall be given to Club Owner at least 72 hours in advance.

3.3 Performances.

No performance by entertainers of any type will be permitted anywhere on the Club Facilities without the prior permission of Club Owner.

4. GUEST POLICIES

4.1 Guest Registration and Fees.

Members are responsible for registering their guests, obtaining guest passes, and paying applicable guest fees prior to allowing their guests to use the Club Facilities. The sponsoring Member shall be responsible for paying guest fees in such amount as Club Owner may establish from time to time, which fees may vary according to the type of guest pass issued. As of the date hereof, the guest fees are as follows:

Type of Guest Pass	Applicable Fee
Golf Facilities	\$100
Tennis Facilities	\$N/A
Spa Facilities	\$N/A

4.2 Guests.

No person may use the Club Facilities as a day guest more than five times in a calendar year nor more than six days in any 12-month period, whether sponsored by one or more

Members, except that the parents, children, or grandchildren of the sponsoring Member may use the Club Facilities as a day guest up to 14 days in any 12-month period. Club Owner reserves the right to limit the number of guest passes which it issues during busy periods and peak hours of use. A properly registered guest may use the Club Facilities, in accordance with the sponsoring Member's class of membership, only on the specific date for which the day guest is registered. Guests must be accompanied by the sponsoring Member or a member of such Member's Immediate Family when using the Club Facilities, except as Club Owner may otherwise approve in advance.

4.3 Identification.

Guests shall carry their guest passes at all times when using the Club Facilities. Club Owner reserves the right to request picture identification from guests at any time while on the Club Facilities.

4.4 Conduct.

All guests are expected to comply with these Club Rules and all other policies established by Club Owner. The sponsoring Member is responsible for the conduct of his or her guests while on the Club Facilities. Any guest who, in the reasonable determination of Club Owner, is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected from Members, may be asked to surrender his or her guest pass and leave the Club Facilities immediately.

5. GOLF RULES

5.1 Hours of Play.

The hours of play shall be posted in the golf shop. The golf course and related Golf Facilities may be closed for general maintenance on such days and during such times as Club Owner may determine. Club Owner shall determine when the golf course and the related Golf Facilities are fit for play.

5.2 Tournaments.

Club Owner may from time to time sponsor golf activities and tournaments for Golf Members, such as Golf Member's Immediate Family, (in addition to tournaments for golfers other than Golf Members). Notices of such activities will be posted in the golf shop or otherwise communicated to those eligible to participate. The course may be closed to regular play during the hours of such activities. Closing dates and times will be announced in advance.

5.3 Tee Times.

All players must have a tee time reserved through the golf shop and all players' names are required for tee time reservations.

Tee times may be reserved in person or by phone during golf shop hours.

Tee time changes must be approved by the golf shop.

Any person with a reserved tee time should notify the golf shop of any cancellation as soon as possible. Players who fail to cancel their tee time at least 24 hours prior to the reserved time may be charged a fee for the unused rounds as Club Owner may determine.

Twosomes may play at the discretion of the golf shop staff. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead of them on the golf course. Twosomes and singles will be grouped with other players, if available, with starting times to be determined at the golf shop, if necessary. Singles may not reserve tee times.

Groups of more than four players shall not be permitted on the golf course at any time except with the prior approval of Club Owner.

5.4 Registration.

All players must check in and register in the golf shop before beginning play. All Golf Members and such Golf Member's Immediate Family must present their membership cards, if applicable, upon registration.

Failure to check in and register at least 10 minutes prior to a reserved tee time may result in re-assignment or cancellation of the tee time, at the discretion of the starter.

5.5 Golf Attire.

Appropriate golf attire is required for all players on the golf course and practice area, as follows:

Men: Golf shirts, slacks or golf shorts are considered appropriate attire. Tank tops, T-shirts, fishnet tops, cutoffs, sweat pants, denim, jeans or work pants, bathing suits, tennis shorts, or other athletic shorts are not permitted.

Women: Golf dresses, skirts, slacks, or golf shorts and shirts or blouses are considered appropriate attire. Halter tops, fishnet tops, bathing suits, sweat pants, denim, jeans or work pants, tennis dresses or shorts, athletic shorts, short-shorts or cutoffs are not permitted.

All golfers shall wear golf shoes with spikes on the golf course; metal spikes are prohibited. Large rubber spikes and field shoes are not permitted.

This dress code is mandatory for all players. Improperly dressed golfers may be required to change before playing. Club Owner, in its sole discretion, shall determine whether a golfer is properly attired.

5.6 Discontinued Play Policy.

When weather causes termination of play rainchecks may be issued in the discretion of Club Owner. It will be the sole responsibility of the player to request a raincheck from the golf shop.

5.7 Practice Area.

Practice balls are for use on the practice area only. Practice balls may not be used on the golf course. Any golfer using practice balls on the golf course will be immediately removed from the golf course. Each player using the practice area must use the practice balls provided by the golf shop.

Practice balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice area.

5.8 Lessons.

Lessons by unauthorized professionals are prohibited on the golf course and the practice area.

5.9 Rules of Play.

The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when modified by local rules or by any of the rules herein.

Practice is not allowed on the golf course. The practice area and the practice putting green should be used for all practice.

Speed of play will be strictly enforced. If a player or group fails to keep its place on the course and falls behind the preceding group by more than one hole, the player or group must allow the following group to play through. The same must be done when a member of the group stops to search for a lost ball. No more than five minutes shall be used to search for lost balls. If a player is repeatedly warned for slow play, Club Owner or its designees may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

All players who stop for any reason after playing nine holes must occupy the next tee before the following group arrives at the next tee or they shall lose their position on the golf course and must get permission from the starter to resume play.

Each player must have his or her own golf bag and set of golf clubs; sharing of clubs is not permitted.

All players shall enter and leave bunkers at the nearest level point and smooth sand over with a rake upon leaving.

Players shall repair all ball marks on the green.

Players shall repair all divots.

No person shall remove golf balls from water hazards or roughs without prior authorization from the golf professional except that a player may, during the course of play, retrieve or play a golf ball that the player has just hit.

Golf play may begin only from the first (1st) or tenth (10th) tees, except during tournaments and special events, as directed by the golf shop staff.

If lightning is in the area, all play shall cease. It is the players responsibility to be aware of lightning and seek the closest shelter immediately.

Proper golf etiquette shall be observed at all times.

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

5.10 Golf Course Etiquette.

Players should anticipate the club or clubs they may need and be ready to play when it is their turn. If delayed in making a shot, a player should indicate to another player to proceed (which shall not be considered playing out of turn).

Players should study and clear the line of their putt while others are doing the same so as to be ready to putt when it is their turn.

When approaching a green, players should park their golf carts on the cart path on the best direct line to the next tee, rather than in front of the green.

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

Players should be aware of and maintain proper pace of play. If unable to maintain the pace of play, the players behind should be allowed to play through.

5.11 Handicaps.

Handicaps will be computed under the supervision of the golf shop in accordance with the current USGA Handicap System. Club Owner may require a USGA approved handicap to participate in tournaments. The golf professional may review any handicaps submitted.

Golf Members and such Golf Member's Immediate Family are responsible for keeping accurate records of their scores and turning in their scores for all rounds played on a daily basis. Failing to turn in a score shall result in the posting of a score equal to the lowest score on record for such individual. The golf shop shall assist anyone needing help with the posting procedures.

5.12 Operation of Golf Carts.

No person shall use the golf carts without prior assignment by and registration in the golf shop.

Each operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license.

Golf carts are not to be used off the golf course except by such personnel as Club Owner or its designee may authorize.

Golf cart operators shall observe all pavement markings, traffic signs, and other basic rules of the road.

Each golf cart operator must adhere to current golf cart traffic rules and signs as determined and posted by Club Owner or its designee. Golf cart traffic rules and signs are subject to change due to golf course conditions.

Each person riding in a golf cart provided by Club Owner will be charged the prevailing golf cart rental fee.

Golf carts shall be driven on the golf course only during the day when the course is open for play. Golf cart traffic on the golf course is restricted to 9-hole and 18-hole rounds of play.

Golf cart operation is restricted to the designated areas of the golf course, designated cart paths, and designated road crossings. Golf carts are not permitted on any tee box, green, or practice area. Parking of golf carts is allowed in designated areas only. At no time shall the operator of a golf cart traverse private property, sensitive landscaping, or pedestrian sidewalks.

Golf carts shall be driven in a safe manner. Where possible, do not follow other cart tracks and avoid soft spots in the turf.

Violation of the rules for golf carts set forth in this Section may result in the revocation of golf cart privileges and playing privileges.

Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a Golf Member or such Member's Immediate Family and guests shall be charged to the Golf Member's Club account,

All persons using golf carts on the Club Facilities shall, upon Club Owner's request, sign a release of liability which holds Club Owner, its affiliates, and their respective officers, directors, employees, and agents, harmless as a result of any injury, loss or damage relating to the operation of the golf cart.

5.13 Walking and Other Activities.

Players may be permitted to walk the golf course during play only at such times as the golf professional may determine, in its judgment, that walking will not compromise the pace of play, and then only in strict compliance with such rules as the golf professional may establish.

All players walking the golf course must keep up with the pace of play so as not to delay players behind them.

Players shall not place golf bags on greens at any time.

Push/pull carts are permitted on the golf course; provided, such carts shall not be taken on or over tee boxes or greens. Club Owner may prohibit the use of push/pull carts at any time it determines, in its sole discretion, due to course conditions.

Recreational walking (*i.e.*, by persons who are not playing golf), jogging, bicycling, and fishing are not permitted on the golf course at any time that the golf course is open for play.

6. TENNIS RULES

6.1 Hours of Play.

The hours of play shall be posted in the tennis center. Use of the tennis courts shall be subject to the control of the tennis staff. The tennis staff shall determine the suitability of the courts for play. Courts may be closed when necessary for maintenance, special events, and when the tennis staff deems it necessary due to safety considerations or adverse weather conditions.

6.2 Court Times.

Court reservations may be made in person or by telephone during operating hours. No standing reservations will be accepted. All players names must be included when making a reservation.

Singles and doubles may play on a court for one hour and two hours respectively, except for certain times designated by the tennis staff.

Any person with a reserved court time shall notify the tennis center of any cancellation as soon as possible. Players who do not use and fail to cancel a court time at least two hours prior to the reserved time or who do not register at least 10 minutes prior to their court time may be charged a fee as the Club determines.

Up to two court reservations per day may be made for each membership so long as the same individual does not use both courts.

The reservation policy for night play shall be the same as day play.

6.3 Registration.

All players must check in and register at the tennis center at least 10 minutes prior to their court time or the court will be released to the first name on the waiting list.

6.4 Tennis Attire.

Proper tennis attire, as determined by tennis staff, is required at all times for all players. Colors are permitted. **Regulation tennis shoes are required.** Tee-shirts with graphic designs, undershirts, fishnet shirts, cutoffs, bermuda shorts, jams, denim, bathing suits, gym shorts,

slacks, and walking shorts are not considered proper tennis attire and are not permitted. The tennis staff may ask improperly dressed players to change before playing.

6.5 Rules of Play.

The Rules of Tennis of the U.S.T.A. shall apply at all times, except when modified by local rules or by any of the rules herein.

Players must promptly relinquish their court to the next players at the end of their playing period.

6.6 Court Etiquette.

Proper tennis etiquette shall be observed at all times. Excessive noise, racquet throwing, or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

7. POOL RULES

7.1 Operating Hours.

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

7.2 Registration.

Members and authorized users must register themselves and all guests upon entering the pool area.

7.3 Swim Attire.

All swimmers must wear bona fide swim attire. Cutoffs, dungarees, and bermuda shorts are not considered appropriate swim wear.

7.4 Pool Use.

Swimming is at the swimmer's own risk.

All pool users must shower before entering the pool to remove oils and suntan lotions.

Glass objects, drinking glasses, and sharp objects are not permitted in the pool area.

Snorkeling equipment, other than a mask, is not to be used in the pool area except as part of an organized course of instruction.

Radios may be used in the pool area only at low volume or with earphones.

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

All persons using the pool area must cooperate in keeping the area clean by properly disposing of towels and all litter.

Private parties may be held in the pool area only with approval of Club Owner or its designee.

Tire inner tubes are not permitted. Air mattresses and other flotation devices may be permitted in the discretion of the lifeguard on duty depending on the size of the device and the number of people in the pool. U. S. Coast Guard approved life jackets are permitted at any time.

Animals, bicycles, skate boards, play balls of any type, and coolers are not permitted in the pool area.

Pool users shall obey lifeguards at all times. Lifeguards have the authority to enforce the pool rules and supervise the general conduct of pool users. Lifeguards may require persons who violate the pool rules or engage in inappropriate conduct in the pool area to leave the Club premises immediately.

8. FITNESS CENTER RULES

8.1 Operating Hours.

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

8.2 Workout Attire.

Casual workout attire is acceptable at the fitness center; tee-shirts, gym shorts, or warm-up pants for men; leotards, tights, tee-shirts, gym shorts, or warm up pants for women. Proper footwear is required.

8.3 Use of the Facilities.

No smoking is permitted in the fitness center.

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

Children under 16 years of age are not permitted to use the fitness center unless accompanied and supervised by an adult. No one under 16 years of age is allowed on the treadmill.

Stereo, television, and tapes should not be turned up so loud as to disturb others.

The Club may impose time limits or other rules upon an individual's use of high-demand equipment and facilities during peak hours. The Club will post such policies in effect from time to time.

All persons shall obtain instruction on how to use the equipment prior to using such and shall use the equipment only in accordance with such instructions.

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

All persons using the fitness center assume full risk of loss and responsibility for damage to their health.

It is the responsibility of all facilities users to consult a physician before using any facilities of the fitness center. All persons using the fitness center shall be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent use of the fitness center, or participation in active or passive exercise. Any person with health or physical problems should obtain his or her physician's permission before using the fitness center.

A health questionnaire must be completed and signed before using the fitness center. No physician or nurse will be on duty.

Pregnant women should not use the facilities of the fitness center that would elevate their core body temperature above safe levels.

9. DISCIPLINARY ACTION

Except as set forth below, the Club shall not suspend or terminate the rights of a Member, or such Member's Immediate Family without prior notice to the Member, specifying the basis for a belief that the Member or such Member's Immediate Family is not in good standing, and an opportunity for a hearing on the matter.

If the Member requests a hearing in writing within 10 days after receipt of such notice, the Club shall set a time and date for a hearing and shall provide at least 10 days' prior written notice thereof to the Member. The hearing shall be held before a committee comprised of such persons as the Club may designate, who may but need not be Members. At such hearing:

(a) The Member may make a statement and present any evidence or witnesses supporting the position that such person remains in good standing or should not be sanctioned. The general policy of the Club shall be that neither the Club nor the charged person shall have counsel present at any such hearing; provided, however, should the charged person desire to have counsel present at the hearing, he or she shall notify the Club of such preference at least 24 hours in advance of the meeting, and both the Club and the Member shall be entitled to have counsel present.

(b) Only the Club's representative, the charged person, and those persons who, in the discretion of the Club, have relevant information to share concerning the charges or the good standing of the charged person, may attend.

(c) The Club's appointee, or representative, if any, may present its arguments for sanctions against the charged person. The Club's appointee shall name the complainants and witnesses who are to testify regarding the charged person's conduct and in support of the Club's charges.

(d) The charged person shall have an opportunity be heard orally or in writing, to present witnesses, produce any statement or evidence on his or her behalf, confront the Club's witnesses, and refute the claims of complainants.

(e) The Club and the charged person each shall be afforded a reasonable opportunity to present relevant matters. The charged person shall have the same amount of time to present its matters and confront the Club's witnesses and complainants as the Club uses to present the matters it deems relevant; however, neither presentation shall exceed one hour, unless the Club, in its sole discretion, determines that more time is necessary to present relevant matters. The amount of time that the Club uses to pose questions to those in attendance shall not be charged against the time allotted to either.

(f) The committee shall notify the alleged violator of its determination and the sanction, if any, to be imposed, within 10 days following the date of such hearing. In the discretion of the Club, membership privileges may be suspended pending the outcome of such hearing.

THE CLUB'S DETERMINATION IN ACCORDANCE WITH THIS SECTION THAT ANY PERSON IS NOT IN GOOD STANDING SHALL BE FINAL.

Notwithstanding the requirement for notice and hearing set forth above, the Club may immediately suspend the rights of a Member or a member such Member's Immediate Family, if the Club determines, in its sole discretion, that such person's conduct, if repeated, would pose a threat to the welfare and safety of the Club or its Members or that the time period involved in complying with the procedure set forth above would render such hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period. In such event, the Member or authorized user involved shall have the right to appeal the suspension to the Club or its designee by submitting a written notice of appeal which is received by the Club or its designee within 10 days after the date of suspension. If such a suspension is appealed, the Club or its designee shall comply with the applicable notice and hearing procedures set forth above. If such a suspension is not appealed, the Club or its designee shall review the facts surrounding the suspension to determine the length of the suspension or if further disciplinary action is necessary.