



# FROST CREEK

**RULES AND REGULATIONS**

**EFFECTIVE DATE - APRIL 23, 2015**

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## PREAMBLE

These Rules and Regulations (the “Rules and Regulations”) are established by the Club (all capitalized terms used in these Rules and Regulations and not otherwise defined herein shall have the same meanings as they have in the Membership Plan for Frost Creek Club (as amended, modified or supplemented from time to time, the “Membership Plan”)) to protect the Club Facilities, to promote the health, safety, welfare and enjoyment of the Club Facilities by the Members and their Immediate Family Members (Immediate Family Members are hereinafter sometimes referred to as “Family Members”) and guests pursuant to the Membership Plan, and provide Members with an enjoyable Club experience. These Rules and Regulations, in conjunction with the Membership Plan, govern the use of the Club Facilities by the Members and their Family Members and guests, as well as other matters pertaining to membership in the Club.

## GENERAL CLUB RULES

1. All Members and Members’ Users Bound. Each Member and the designated user under a membership held by an entity (herein a “Designated User”) and each person who uses the Club Facilities or is present on Club premises as a Family Member or guest of a Member or Designated User (each of whom including the Member or Designated User unless otherwise indicated or the context requires otherwise, is referred to as a “Member User”) shall be bound and abide by all of the provisions of these Rules and Regulations, as they may be amended, modified or supplemented from time to time. In addition, each Member shall be responsible under these Rules and Regulations for all of the acts of such Member’s Member Users (references herein to “Member” shall be deemed to include a Designated User where applicable unless otherwise indicated or the context requires otherwise).

2. Hours of Operation. The Club Facilities shall be open on the days and during the hours as may be established by the Club, from time to time, and posted. Areas of the Club Facilities also may be closed for scheduled maintenance and repairs. The Club reserves the right to close portions of the Club Facilities and to hold tournaments, events and the like from time to time in accordance with the Membership Plan. The Club further reserves the right to restrict use of portions of the Club Facilities.

3. Entertainment and Amplified Sound. Loud or amplified music or speech, as well as performance by entertainers, will be permitted on the Club premises only with the permission of the Club’s management personnel.

4. Alcoholic Beverages. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club premises in any manner that is prohibited by law. The Club reserves the right, in its discretion (but does not undertake any obligation), to refuse service to any person, including a Member, who appears to be intoxicated. Staff working at the Club Facilities will be permitted to deliver food and/or beverages to locations away from the service area in question only with the permission of the Club’s management personnel.

5. Food and Beverage Service. Except as otherwise permitted by the Club from time to time, the Club shall be the sole provider of food and beverages at the Club premises,

and persons shall not be allowed to bring their own food or beverages for consumption at the Club.

6. Advertising. Commercial advertisements shall not be posted or circulated on the Club premises, nor shall solicitations of any kind be made on such premises or on any stationery or other media containing the Club's name, without the prior written approval of the Club in each instance.

7. Member List. The Club shall maintain an electronic membership register through the Club's website, which shall identify the Members in each of the categories of membership established from time to time. A Member shall have the right to withhold such Member's name from the membership register. No Member may use the membership register or other membership information for any solicitation or other commercial purpose or otherwise without the Club's prior written consent.

8. Fundraising and Political Activities; Religious Functions. The Club premises, including the facilities, may not be used for any fundraising or political effort or demonstration for the benefit of any social or political cause, except as the Club may otherwise approve in writing from time to time. No petitions or similar items shall be originated, solicited, circulated or posted at the Club premises without the Club's prior written approval in each instance. The Club premises, including the facilities, shall not be used for any religious service, gathering or function or similar activities except as the Club may otherwise approve in writing from time to time.

9. Inappropriate Requests. Members and their Member Users shall not request any illegal or special personal services from staff working at the Club premises (whether on duty or off duty) or request the personal use of property or equipment that is not ordinarily made available for use by Members.

10. Pets. No pets (with the exception of recognized service animals assisting persons with disabilities) are permitted within enclosed Club Facilities such as the clubhouse and any related patio areas. To the extent dogs are permitted within enclosed Club Facilities, they must be on a leash no longer than six feet in length at full extension. Members shall be responsible for all damage caused by a pet brought to the Club premises by their respective Member Users. Members and their Member Users shall clean up after their pets.

11. Complaints. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities or the Club or staff working at the Club must be in writing, signed and addressed to the General Manager or other person designated by the Club from time to time.

12. Standard of Conduct. All Member Users shall comport themselves in a non-violent, non-aggressive, reasonable manner while present on the Club premises. Member Users may not abuse, verbally or otherwise, anyone present on the premises, including staff working at the Club. All persons working at the Club shall be under the supervision of the Club or its management personnel, and no Member User shall reprimand or seek to discipline any worker, nor shall a Member User request a worker to leave the premises for any reason. Any worker not rendering courteous and prompt service should be reported to the management personnel of the Club immediately.

13. Parking. Self parking of vehicles on the Club premises is permitted only in designated areas. Vehicles parked in violation of “No Parking” signs or other parking restrictions may be towed at the owner’s expense.

14. Smoking. All Club buildings are “No Smoking” buildings. Smoking is permitted outdoors except in any area where food or beverages are being served.

15. Weapons; Fireworks. No firearms or other dangerous weapons of any kind are permitted on the Club premises at any time unless otherwise expressly permitted by the Club. No fireworks are permitted on the premises, except for organized displays sponsored by the Club and except as otherwise approved by the Club in writing from time to time.

16. Enforcement. The Club will designate staff who will have the authority to enforce these Rules and Regulations.

17. Non-Discrimination. The Club shall not discriminate against any individual because of the individual’s race, color, religion, sex, national origin, age, handicap or marital status, as recognized by the State of Colorado.

18. Posted Rules. Members and their Member Users shall comply with all posted rules and regulations at the Club premises.

19. Vehicle Decals. Members may receive decals or other identification for their vehicles from the Club, and shall display such identification as required by the Club.

20. Cellular Phones. Please make sure your use of personal communications and entertainment devices (cell phones, iPads, Blackberries, Bluetooth devices, email devices, video game devices, iPods, computers, etc.) is not disruptive to your fellow Members.

21. Club Offices. Club offices and office equipment are for Club operations use only and are not available for Member or guest use. Members and guests are respectfully requested to refrain from entering Club offices or kitchen areas, except by invitation.

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

23. Club’s Discretion. Any reference herein to a right, decision or permission being reserved to the Club shall mean that such right, decision or permission may be exercised, made, granted or withheld, as the case may be, in the Club’s sole and absolute discretion, unless otherwise expressly stated.

### **MEMBER DUES AND CHARGES**

1. Billing Policy. Dues will be billed on an annual basis in advance, unless otherwise determined by the Club. Fees and charges incurred at the Club will be billed on a monthly basis.

2. Credit Card Charges. Members and their Member Users can use credit or debit cards to purchase goods and services at the Club. Cash payments may be permitted in the

discretion of the Club. Members further acknowledge and agree that all payments by credit cards may be subject to a transaction fee imposed by the Company. The transaction fee charged by the Company shall be in an amount sufficient to cover the fees and charges passed along to the Company by the credit card company on each transaction.

3. Billings. Members have the option of having dues, fees and other charges billed to their Club account, or billed to their credit card or debit card, or deducted from their bank or other financial institution account on file with the Club. Members will receive a written statement of their dues, fees and charges. In any case, Members are required to provide a valid credit card approved by the Club to which the Club can charge delinquent amounts. Members agree to pay directly to the Club any amounts not paid by the credit or debit card company or received from the bank or other financial institution account as contemplated hereby within 10 days of receipt of written notice from the Club. If payment is not received within 30 days of when the amount is first billed, the account shall be considered delinquent and a late payment charge per annum equal to eighteen percent (18%) (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date the amount became delinquent until payment in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

4. Charge Privileges. A Member will be entitled to credit and charge privileges at the Club so long as his, her or its membership is in good standing and the Member complies with the requirements specified in paragraph 3 above. In addition, failure to comply with said requirements will constitute a violation of these Rules and Regulations.

5. Owners' Association Delinquency. Delinquency of owners' association accounts is deemed harmful to the Club and the Members. The Club shall have the right to suspend membership privileges in the Club at any time a Member is delinquent in his, her or its owners' association obligations at the request of the board of directors of an owners' association impacted by a delinquency until the delinquent account is paid in full.

6. Disciplinary Right. If a Member fails to pay any amount incurred by the Member or a Member's Member Users within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date an account is first billed or repeated incidents of delinquency by a Member may result in termination of membership in the Club.

7. Collections. If the account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by any Member or to enforce any other liability of any Member to the Club, and if judgment is obtained by the Club, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

8. Club Charges Lien. The dues, fees and charges which may become due and payable to the Club by a Member shall be a charge, continuing servitude and lien on the applicable property of a Member subject to a mandatory membership requirement under the Declaration of Covenants or any applicable declaration ("Club Charges Lien"). The dues, fees and charges that may become due and payable to the Club by a Member shall also be the personal obligation of the Member who owns a residence or home site in the Community or in

an Other Designated Community. Each Member who owns or is acquiring a residence or home site in the Community subject to a mandatory membership requirement, by executing the Membership Agreement, agrees to the imposition of the Club Charges Lien on such Member's residence or home site to which the dues, fees and charges relate, and agrees to be personally liable for the dues, fees and charges as provided in the immediately preceding sentence. The personal obligation for delinquent dues, fees and charges shall not pass to the successors in title of the Member responsible therefor unless expressly assumed by them, but any successor in title to the responsible Member shall take title to the property subject to the Club Charges Lien for all delinquent and future dues, fees and charges. The Club shall have the right to collect delinquent dues, fees and charges from the responsible property owner and to enforce its Club Charges Lien, against the subject residence or home site by the exercise of all rights and remedies available at law or in equity, including foreclosure of the Club Charges Lien.

### **MAILING ADDRESSES**

1. Address and Mailing. Each Member shall be responsible for keeping the Club notified in writing of the current mailing address, telephone number and e-mail address of such Member or Designated User from time to time. All monthly statements, notices, and other correspondence from the Club will be directed to such mailing address. A Member shall be deemed to have received each mailing from the Club on the earlier of actual receipt or seven days after deposit in the U.S. Mail with correct address and proper first-class postage. If at any time the Club has not received the current mailing address of a Member, any mailing from the Club may, with the same effect described above, be addressed to the address that the Club believes is the is most likely to result in delivery to such Member or Designated User.

2. Change of Address. Failure to keep the Club apprised of the Member's or Designated User's current mailing address, telephone number and e-mail address shall constitute a waiver of the right to receive notices, bulletins and any other communications, and a violation of these Rules and Regulations.

### **CLUB SERVICES AND ACTIVITIES**

1. General. The Club may provide a variety of social and recreational events in which Members are encouraged to participate. The Club desires to encourage the use of the Club Facilities by Members for private functions provided they do not interfere with the normal operation of the Club or the services regularly available to Members.

2. Group Activities. Group activities (i.e., gatherings of more than eight persons) on the Club premises will be allowed only with the permission of Club management personnel.

3. Reservations. Members may be required to make reservations for the Club services and activities as determined to be appropriate by Club management personnel.

4. Private Functions. Private functions are permitted at the Club premises only with prior permission of the Club. The Member sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any décor (i.e., all such persons shall be considered to be Member Users of the sponsoring Member). Similarly, the sponsoring



Member of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the function.

5. Special Events. Special events and functions may be scheduled from time to time at the discretion of the Club as contemplated by the Membership Plan, which events may impact Member use of the Club Facilities.

## DISCIPLINE

1. Improper Conduct. Members are responsible for their own conduct and for the conduct of their Member Users. Any Member whose conduct (or the conduct of such Member's Member Users) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Company, the Club or its Members or their enjoyment of the Club or Club Facilities, or is unlawful or otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with such Member's membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failure to timely pay amounts owed to the Club, (ii) violent or threatening behavior or behavior otherwise endangering the health, safety or well-being of any person or property, (iii) failing to meet eligibility for membership, (iv) submitting false information in such Member's Membership Agreement, (v) abusing the Club personnel or employees, other Members or anyone else on the Club premises from time to time, (vi) acting in a manner incompatible with the standard of conduct of the existing membership or conduct which is generally unbecoming of a member; and (vii) a violation of these Rules and Regulations.

2. Notice and Hearing. Any Member accused of improper conduct (or whose Member User is accused of improper conduct) shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club's designated representative(s) (e.g., General Manager or other individual or group designated for such purpose from time to time by the Club) to show cause why the Member should not be disciplined. If such Member desires to be heard, the Club's designated representative(s) or body shall set a time and date (not less than 10 days thereafter) for a hearing. The procedures set forth in this paragraph shall not restrict the Club's right to suspend a Member's privileges or expel a Member due to delinquent amounts owing by such Member. In addition, the procedures set forth in this paragraph shall not be available to a Member if the conduct of such Member or Member User consists of violent or threatening behavior or conduct otherwise endangering the health, safety or well-being of any person or property, or in the case of a repeat violation of a provision of these Rules and Regulations by such Member or Member User within one year after the Club has given written notice to such Member that repeated violation of such provision may result in the immediate suspension or expulsion of the Member without an opportunity for a hearing.

3. Suspension. If the Club determines that the conduct of the Member (or one or more of a Member's Member Users) has been improper, the Club may suspend or restrict such Member's privileges of membership for any period of up to 12 months (provided, however, that if the suspension is due, in whole or in part, to the failure to timely pay the Member's Club account, the suspension can remain in effect until the Club account has been paid in full), and/or may suspend or terminate the Member's right to allow an offending Member User from utilizing such Member's privileges of membership or from entering on the Club premises. No

Member will be entitled to any refund of any Membership Deposit, Initiation Fee, other membership fee, dues or any other amount due to the suspension or restriction of any privileges of membership. During any period of suspension or restriction, dues will continue to accrue and be due and payable as if no suspension or restriction had been imposed.

4. Expulsion. If the Club determines that the conduct of a Member (or one or more of a Member's Member Users) has been improper, the Club can also expel the Member, in which case the membership shall be deemed resigned. In the case of a refundable membership, the membership shall be placed on the appropriate resale waiting list for reissuance in accordance with the terms and conditions of the operative plan. All membership privileges shall cease upon expulsion and the obligation to pay additional dues, fees or charges shall end. The Member shall, however, remain liable for any outstanding amount on the Member's Club account.

### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Personal Property. Each Member as a condition of membership, and other Member User as a condition of invitation to enter upon the Club premises or use of the Club Facilities, assumes sole responsibility for his or her property. The Club, or any other manager/operator of the Club Facilities, shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left at the Club premises for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No Removal of Others' Property. No person shall remove from the room in which it is placed or from the premises of the Club any property or furniture belonging to the Club or its lessees, concessionaires or other licensees without proper written authorization.

3. Responsibility for Damage. Each Member shall be responsible for all acts of the Member or in the case of a membership held by an entity, the Designated User, and such Member's or Designated User's Member Users in connection with their use of the Club Facilities or other Club premises, or otherwise relating to such Member's membership. Each Designated User shall likewise be responsible for all acts of the Designated User and the Designated User's Member Users in connection with use of the Club Facilities or other Club premises, or otherwise relating to membership privileges. Each Member shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by such Member or a Designated User, or his or her Member Users in their respective use of, or presence on or about, the Club Facilities or other Club premises. Each Designated User shall likewise be liable for all Claims to the extent caused by the Designated User, his or her Member Users in their respective use of, or presence on or about the Club Facilities or other Club premises. The Member and the Designated User in the case of a membership held by an entity, agree to indemnify, defend (with counsel reasonably acceptable to the Club) and hold the Club and any third-party manager of the Club Facilities engaged by the Club, and their respective affiliates, their respective successors and assigns, and their respective shareholders, partners, directors, officers, members, managers, employees, representatives and agents (collectively, the "Indemnified Parties"), free and harmless from, against and with respect to all such Claims.

4. Assumption of Risk. Any Member or other person who, in any manner, makes use of or accepts the use of any apparatus, equipment, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts or boats, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club (including Club personnel), either on or off the Club premises, shall do so at his or her own risk. The Member and the Designated User in the case of a membership held by an entity, shall release and hold the Indemnified Parties harmless, from and with respect to any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom, arising out of or incident to membership or membership privileges in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member or Designated User shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by their Member Users.

### GRATUITIES

1. Added to Bill. For the convenience of all Members, a gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales and to the charges for other goods and services as shall be determined by the Club in its discretion. If added, a Member may increase the gratuity percentage by signing the invoice and changing the amount of the gratuity as the Member deems appropriate.

2. Cash Tipping. Cash tipping is not permitted by Members or their Member Users.

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

### RESERVATIONS AND CANCELLATIONS

1. Dining Reservations. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24-hour notice is requested for parties of more than ten persons. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Activities Reservations. Reservations may be required for certain activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. Special Tables. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will in most instances not be accepted.

4.  Holding of Reservations. Reservations for dining will be held for only 30 minutes after the reserved time.

5.  Committee Activities. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

6.  Cancellation Policy. Club functions and activities will have reservation and cancellation policies specific to each event.

### CHILDREN

1.  Age Limit. Except as may be otherwise provided herein or unless permitted by the Club, children under 12 years of age are not allowed at the Club premises unless accompanied and supervised by a Member.

2.  Limited Access. Children and other persons under the lawful drinking age are not permitted in any lounge unless accompanied and supervised by a Member.

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

### ATTIRE

It is expected that Member Users will dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club Facilities. The Club may publish dress requirements from time to time. Members will be responsible for seeing that their respective Member Users dress in accordance with the Club's dress requirements. In any event, shirts and shoes must be worn at all times on the Club premises, except in locker rooms, pool areas and other areas that may be designated by the Club.

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

- Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Mock turtleneck shirts are the only acceptable non-collar shirts. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Blue jeans and denim are not considered proper golf attire for either the golf course or practice range.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with "soft spikes" or spikeless shoes must be worn by all golfers.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golf shop before starting play. The decisions of the Golf Professional regarding dress code are final.

**Dining Attire** - With respect to proper dining attire, generally, the standard is resort casual. Presentable blue jeans and denim are acceptable.

## GUEST PRIVILEGES

Guest privileges are extended under the rules and policies established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club reserves the right to limit the number of guests that accompany a Member on any given day or over the course of a Membership Year or a portion thereof, limit the number of times a particular person can visit the Club Facilities over the course of a Membership Year as a guest, as well as limit the times of day guests are permitted to use the Club Facilities or portions thereof. The Club shall establish from time to time the rate of the daily guest fees and charges. Guest fees are generally included on the current Schedule of Dues, Fees and Charges. The Club reserves the right, from time to time, to limit the availability of golf starting times for guests. All guests shall be considered either "Accompanied Guests," "Unaccompanied Guests" or "Houseguests."

### **Accompanied Guests**

1. Accompanied Guest. An "Accompanied Guest" is a guest who uses the Club Facilities in the company of the Member, or an Immediate Family Member of the Member.

2. Individual Guest Limit. A particular person may use the Club's golf facilities as either an Accompanied Guest, an Unaccompanied Guest or a Houseguest a maximum of five times each Membership Year regardless of the sponsoring Member, unless otherwise determined by the Club. Participation by a particular person in special golf events and tournaments do not count against the aforesaid limit.

3. Golf Guests. Members are able to reserve tee times for up to three Accompanied Guests at any time. Subject to availability, requests for additional golfing guests may be made by contacting the Golf Professional at the Club.

4. Registration. A particular individual using the Club Facilities as an Accompanied Guest must be registered by the sponsoring Member with the appropriate Club personnel. The Club reserves the right to require identification by each Accompanied Guest.

5. Accompanied Guest Use Privileges. Accompanied Guests are entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges.

6. Accompanied Guest Fees and Charges. Accompanied Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Any guest fees or charges for any goods or services which are not paid at the point of sale by credit or debit card (and collected), will be charged against the sponsoring Member's Club account.

7. Limitation of Accompanied Guest Privileges. Accompanied Guest privileges may be limited from time to time. Notice of such limitation will be given by the Club.

8. Member Responsibility. The sponsoring Member shall be responsible for all fees and charges incurred by an Accompanied Guest. The sponsoring Member is also responsible for the conduct of an Accompanied Guest while at the Club. If the manner, conduct or appearance of any Accompanied Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Club management personnel, cause such guest to leave the premises.

### **Unaccompanied Guests**

1. Unaccompanied Guest. An "Unaccompanied Guest" is a guest who uses the Club Facilities not in the company of the sponsoring Member or an Immediate Family Member of the Member and who does not qualify as a Houseguest.

2. Unaccompanied Guest Use Privileges. Unaccompanied Guests are entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges. Unaccompanied Guests are subject to the limitation on golf play provided for above in this section. Further, a particular person cannot be an Unaccompanied Guest or a Houseguest at the Club for more than 10 days in a given Membership Year regardless of the sponsoring Member unless otherwise determined by the Club.

3. Guest Cards. The Club may require that Unaccompanied Guests be issued a temporary "Guest Card" in order to access the Club Facilities. The Club may also require that a fee determined from time to time by the Club be paid for the Guest Card.

4. Golf Guests. Members are able to reserve tee times for up to four Unaccompanied Guests at any time. Subject to availability, requests for additional golfing guests may be made by contacting the Golf Professional at the Club.

5. Identification. The Club reserves the right to require identification by each Unaccompanied Guest.

8. Unaccompanied Guest Fees and Charges. Unaccompanied Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Any guest fees or charges for any goods or services which are not paid at the point of sale by credit or debit card (and collected), will be charged against the sponsoring Member's Club account.

9. Member Responsibility Regarding Unaccompanied Guests. The sponsoring Member is responsible for all fees and charges incurred by an Unaccompanied Guest. The sponsoring Member is also responsible for the conduct of an Unaccompanied Guest while at the Club. If the manner, conduct or appearance of any Unaccompanied Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, cause such Unaccompanied Guest to surrender his or her Guest Card, if applicable, and to leave the Club premises.

10. Limitation of Unaccompanied Guest Privileges. Unaccompanied Guest privileges may be limited by the Club from time to time in the discretion of the Club. Notice of such limitation shall be given by the Club.

### **Houseguests**

1. Houseguest. A person who is residing in a Member's residence within the Community and who desires to use the Club Facilities not in the company of the Member is herein referred to as a "Houseguest." Application forms requesting Houseguest privileges may be obtained from the Club. To provide membership privileges for a Houseguest, the sponsoring Member is encouraged to initiate the application for Houseguest privileges at least five business days prior to the arrival date of the Houseguest. The sponsoring Member does not have to give up the membership privileges while the Houseguest is in residence. A person who is renting a Member's residence and who is paying consideration in any form, and whether directly or indirectly, to the Member in order to occupy the residence, does not qualify as either a Houseguest or an Unaccompanied Guest.

2. Houseguest Use Privileges. Houseguests are entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges. Houseguests are subject to the limitation on golf play provided for in the Accompanied Guests sub-section above. Further, a particular person cannot be either an Unaccompanied Guest or a Houseguest at the Club for more than 10 days in total in a given Membership Year regardless of the sponsoring Member unless otherwise determined by the Club.

3. Guest Cards. The Club may require that Houseguests be issued a temporary Guest Card in order to access the Club Facilities. The Club may also require that a fee determined from time to time by the Club be paid for the Guest Card.

4. Number of Golf Houseguests. Up to four Houseguests may play golf at any time. Subject to availability, requests for additional golfing guests may be made by contacting the Golf Professional at the Club.

5. Identification. The Club reserves the right to require identification by each Houseguest.

6. Houseguest Fees and Charges. Houseguests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Houseguests may also be required to pay an amenity access fee determined from time to time by the Club.

7. Temporary Charge Privileges. A Houseguest, upon request and approval of the Club, will be issued temporary charge privileges at the Club Facilities. The Houseguest will have the ability to pay his or her charges at the Club Facilities at the end of his or her stay.

8. Member Responsibility Regarding Houseguests. The sponsoring Member is responsible for all fees and charges incurred by a Houseguest which are not paid or collected, which amounts will be billed to the sponsoring Member's Club account. The sponsoring Member is also responsible for the conduct of a Houseguest while at the Club. If the manner, conduct or appearance of any Houseguest is deemed to be unsatisfactory, the sponsoring

Member shall, at the request of the Club, cause such Houseguest to surrender his or her Guest Card, if applicable, and to leave the Club premises.

9. Limitation of Houseguest Privileges. Houseguest privileges may be limited by the Club from time to time in the discretion of the Club. Notice of such limitation shall be given by the Club.

10. Violation. It is a violation of the Rules and Regulations for a Member to sponsor a rental guest as a Houseguest or an Unaccompanied Guest.

### GENERAL GOLF RULES

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

2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.

3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.

4. Speed of play will be strictly enforced. If a foursome or other group of players fails to keep their place on the course and falls behind the preceding group by more than one hole, the group must allow the following group to play through. Do the same when you stop to search for a lost ball. No more than five minutes should be used to search for lost balls.

5. All players who stop after playing nine holes for any reason may occupy the next available opening in play on the 10<sup>th</sup> tee.

6. All tournament play must be approved in advance by the Golf Professional.

7. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving. Rakes should be left in the sand at (and perpendicular to) the edge of the bunker.

8. Repair all ball marks on the green.

9. Repair all divots.

10. Ball hawking is not allowed on the course at any time.

11. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

12. Each player must have his or her own set of golf clubs.



13. Proper golf attire is required for all players. Members are expected to insure that their Member Users adhere to such rules.

14. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

15. The Club has a lightning detection system. A warning signal is designed to go off when lightning is in the area. Following any such warning, players should take appropriate cover. Failure to do so is at a player's own risk.

16. Jogging, bicycling, recreational walking or walking dogs is not permitted on the golf course at any time.

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

18. "Discontinued Play" Policy: less than three holes played - full eighteen hole credit; less than twelve holes played - nine hole credit.

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

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

21. Groups of five or more players shall only be permitted on the golf course with the permission of the golf staff.

22. The use of cellular telephones is permitted in golf carts only. Please respect your fellow golfers' enjoyment of their experience.

23. Walking the course is permitted at times designated by the golf staff.

### **HOURS OF PLAY**

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

### **TEE TIMES**

1. Tee times are not presently required, but may be requested from the golf staff. Tee times are conducted off the first tee only, except when otherwise scheduled by the golf staff, during tournaments and with special permission of the golf staff.

2. Members are requested to provide notification of any non-weather related tee time cancellations no less than 24 hours prior to scheduled tee time.

3. The Club reserves the right to implement a mandatory tee time reservation system which may be automated.

### **REGISTRATION**

1. All Members, Family Members and guests must register in the pro shop before beginning play.

2. Failure to check in and register 10 minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

### **PRACTICE RANGE**

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

2. Range balls are for use on the practice range and may not be used on the golf course.

3. Golf carts are not permitted on any tee area. Parking of golf carts is only allowed in designated areas.

4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of a practice range.

5. Proper golf attire is required at all times on the practice range.

6. Hand bag ball shaggers are not permitted.

7. Lessons by unauthorized professionals are prohibited.

### **GENERAL GOLF CART RULES**

1. Club-provided golf carts are for use only while golfing. Personal use in and around the property other than driving from and to the cabins and from and to fishing locations on Club property, is prohibited except as approved by the General Manager.

2. Club-provided golf carts are permitted ONLY on cart paths and the golf course and are prohibited from being driven on roads, except to cross roads at designated cart path crossings. An exception to the foregoing is when driving from or to the cabins.

3. The use of Club golf carts is mandatory when posted.

4. Golf carts shall not be used by a Member or Member User on the Club Facilities without proper assignment and registration in the pro shop.

5. Golf carts may only be used on the golf course when the course is open for play.

6. Golf carts should remain on cart paths on all par 3 holes. Further, golf carts should not be driven within 60 feet of any green.

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

8. Only two persons and two sets of golf clubs are permitted per golf cart.

9. Obey all golf cart traffic signs.

10. Always use golf cart paths where provided.

11. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.

12. Never drive a golf cart through a hazard.

13. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by the Member or the Member's Member User shall be charged to the sponsoring Member. Each Member 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 the Member's Member Users and shall reimburse the Club and/or any operator of the Club Facilities for any and all damages they may sustain by reason of misuse.

14. Each Member accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the Member or the Member's Member User use and operation of the golf cart.

15. "Course closed" or "hole closed" signs are to be adhered to without exception.

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

#### **PRIVATE GOLF CART RULES**

1. Members are permitted to use private golf carts at the Club Facilities subject to these rules and regulations. The right to use a private cart is a non-transferable and non-assignable personal right. Private carts may be used only by persons who own property in the Community.

2. Private golf carts must be acquired through the Club and must conform with the Club's fleet of golf carts.

3. Golf cart owners must store their golf carts on their own property or, if made possible, make arrangements to store their golf carts for a fee in the golf cart facility at the Club. Golf carts need to be driven, not trailered to the course.

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

5. Private golf carts must be annually approved by the golf staff as complying with the appearance, safety and other standards set forth herein and as may be determined from time to time by the Club. The Club may require routine maintenance to be performed on privately-owned golf cart.

6. All private golf cart owners agree to comply with the rules and regulations established by the Club as they may be amended from time to time, including, without limitation the rules and regulations relating to Club-owned golf carts previously where applicable.

7. Golf cart owners, when playing together, or with a non-golf cart owner, must abide by the rules of one golf cart for every two players.

8. Any person who is not a golf cart owner and who is riding as the second person on a privately-owned golf cart must pay the regular golf cart fee before beginning play.

9. All private golf cart owners shall be required to sign a release of liability agreeing to hold the Owner, the Company and their affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.

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

11. Each Member using a privately-owned golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the Member or the Member's Member User use and operation of the golf cart.

12. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the Club and the appropriate law enforcement agency.

13. Carts may only be used during daylight hours on the golf course when it is open for play. Carts may be used at night-time in the case of travel to or from the cabins.

14. A trail fee for privately-owned golf carts will be established and amended, from time to time. The trail fees will be billed on an annual basis. The trail fee is non-refundable. The trail fee shall not be prorated, except for the first year a Member applies for private golf cart privileges.

15. Private carts are only permitted to be used on Club property upon the execution of a private golf cart agreement with the Club and payment of the applicable trail fee.

16. An identification number and a yearly decal will be issued to private cart owners upon the signing of a private cart agreement, proof of liability insurance has been submitted and payment of the applicable trail fee has been made. Annual decals, if issued, must be placed on the front of the cart in clear view.

17. Members with privately-owned golf carts must check in at the pro shop prior to beginning play. Golf cart traffic on the golf course is restricted to nine and eighteen hole rounds of play.

18. A maximum of two riders and two golf bags per golf car is allowed.

19. When a privately owned golf cart is no longer used in the privately-owned golf cart program, all decals must be removed. Privately-owned golf carts without a trail fee decal will not be allowed access to the golf course.

20. Members with privately-owned golf carts are required to ensure that their private golf cars are restricted to licensed drivers, 16 years of age or older, who will operate the golf cart in a safe, prudent manner and in accordance with all governmental regulations.

21. Violations of these rules and regulations may result in the revocation of private golf cart privileges, playing privileges and/or suspension or expulsion from the Club.

### HANDICAPS

1. Handicaps are computed in accordance with the current USGA Handicap System.

2. All Members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Professional.

3. Members are responsible for turning in all their scores on a daily basis. Any Member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The golf staff shall assist any Members needing help with the posting procedures.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The golf staff shall determine if there are violations by Members in turning in their scores.

### GOLF COURSE ETIQUETTE

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

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is

delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

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

3. Be sociable, but reserve your extended conversations for the 19th hole.

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

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

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

7. The player assistants will report slow play and all breaches of golf etiquette to the golf staff, which will take the appropriate action.

### **FITNESS FACILITY RULES**

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

2. Guest fees may be charged for use of the fitness facility. If fees are established, the Member’s club account will be billed.

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

4. Casual workout attire is acceptable at the fitness facility such as tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women.

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

6. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises other than water and other sports beverages.

7. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

8. It is the responsibility of all persons using the fitness facility to have first consulted with their physician. Persons using the fitness facility should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent them from using the fitness facility, or engaging in active or passive exercise. No physician or nurse will be on duty.

9. A health questionnaire may have to be completed, signed and delivered to Club personnel as a condition to using the fitness facility.

10. Members, Family Members and guests assume full risk of loss and responsibility for damage to their health.

11. Children under 15 years of age are not permitted to use the fitness facility unless accompanied or supervised by an adult.

12. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facility are strictly prohibited.

13. CD players, I-pods and the like should not be turned up so loud as to disturb fellow members.

14. All jewelry must be removed prior to exercising.

### CABINS

1. Cabins are available as over-night accommodations for Members and their Family Members and guests subject to availability and the payment of the fees and charges established by the Club from time to time.

2. Cabin rental fees and charges for any services will be charged against the Member's Club account.

3. Guests staying in the cabins will at all times be subject to these Rules and Regulations.

4. Subject to the provisions of the Membership Plan, the Club reserves the right to determine the reservation policy from time to time regarding use of the cabins.

5. The Club reserves the right to establish additional rules and policies from time to time governing use of the cabins.

6. Each person shall exercise reasonable care in the use of a cottage.

7. Each person who uses a cabin shall be liable for the uninsured cost and expense of any maintenance, repair, or replacement of the cottage or other Club property necessitated by such person's negligent or intentional acts or omissions. The negligent or intentional act or omission of a Member's Family Members or guests shall be deemed to be the act of the Member,

and such persons shall be held jointly and severally liable with such Member. The Club shall submit a bill to the responsible Member for all amounts payable to the Club under this paragraph.

### GENERAL POOL RULES

1. The pool hours shall be established and published by the Club and shall be subject to change as determined by the Club. The Club reserves the right to set aside designated times during normal hours of pool operation for special events, during which time use by Members may be restricted.
2. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
3. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
4. A child under the age of 14 must be accompanied by a parent or adult guardian at all times while in the pool area. Children three years old and younger, as well as any child not potty trained, must wear snug fitting plastic pants or a water resistant swim diaper.
5. Swimming is permitted only during designated hours. The pool is officially closed when "CLOSED" signs are posted.
6. Showers are encouraged before entering the pool.
7. Food is allowed only in designated areas of the pool facilities. All food and beverages must be provided by the Club.
8. All swimmers must wear bona fide swimming attire.
9. Radios, televisions, compact disc players, iPods, and other audible devices may be used with personal earphones.
10. Animals, bicycles, skateboards, rollerblades and coolers are restricted from the pool area.
11. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
12. Running, ball playing and hazardous activity are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
13. Diving is not permitted at the pool.
14. Fishing, spear fishing and snorkeling equipment, other than a mask, snorkel and fins, are not to be used in the pool area except as part of an organized course of instruction.



15. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area.

16. The pool staff has the authority to expel from the pool area anyone who fails to cooperate in following these Pool Rules or whose conduct is otherwise unbecoming of a Member.

17. All persons using the pool area is urged to cooperate in keeping the area clean by properly disposing of towels, cans, garbage, etc.

18. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Tire inner tubes are not permitted. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool.

19. Persons who leave the pool area for over one hour must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited. The pool staff has the right to remove personal belongings and place them in a storage area.

20. No remote control motorized vehicles or boats are permitted on the deck area or in the pool.

### **TENNIS RULES**

1. The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Use of the tennis court is presently on a first-come, first-served basis. The Club reserves the right, however, to implement an advance sign-up procedure for the reservation of court times.

3. When other players are waiting, the tennis court can be used for up to one and one-half hours for singles play and up to two hours for doubles play. At the end of their playing period, players must promptly relinquish the court to the next players.

4. All persons should refrain from loud or offensive language on the tennis court or while watching. A low profile attitude is both appropriate and appreciated.

5. Persons not playing should stay off the court surface.

6. Bicycles are not permitted on the tennis court.

7. Use of the tennis court shall be subject to the control of the Club staff at all times. The staff shall determine the suitability of the court for play. The tennis court will be closed when necessary for maintenance operations, when dictated by safety considerations, or when under adverse weather conditions.

8. The Club may reserve the tennis court for tournaments and special events.
9. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
10. Proper tennis attire is required at all times. Colors are permitted. Examples of attire not permitted are: T-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, bermudas, jams, blue jeans/denim, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

### **SPORT COURT RULES**

1. Use of the sports court is presently on a first-come, first-served basis. The Club reserves the right, however, to implement an advance sign-up procedure for the reservation of court times.
2. When others are waiting, the sports court can be used for a period of one hour. At the end of the period, the users must relinquish the court to those waiting.
3. Bicycles are not permitted on the sports court.
4. Use of the sports court shall be subject to the control of the Club staff at all times. The staff shall determine the suitability of the court for use. The sports court will be closed when necessary for maintenance operations, when dictated by safety considerations, or when under adverse weather conditions.
5. The Club may reserve the sports court for tournaments or special events.
6. All persons should refrain from offensive language while using the sports court.
7. Only rubber-soled shoes are permitted on the sports court.
8. No person using the sport court shall participate in any activity that could damage the court.

### **GENERAL FISHING RULES**

Frost Creek offers nearly four miles of fishing on Brush Creek, as well as numerous ponds. The Club holds a Noncommercial Lake License with the State of Colorado, Department of Natural Resources, Parks & Wildlife. This license allows our Members and their guests to fish in the various ponds without a Colorado Fishing License. Fishing in Brush Creek requires a current Colorado State Fishing License. For more information on purchasing fishing licenses, please see the General Manager.

1. All guests must be accompanied.
2. The use of fly rod equipment is strongly encouraged.

3. Fishing with bait is only permitted by children learning to fish at the front entry pond. Fishing with bait is very hard on the fish and results in high mortality rates.

4. Fishing in ponds on the golf course is restricted to before 8:00 a.m. and after 6:00 p.m. so as to not interfere with golf play.

5. All fishing is catch and release.

6. For more information on the proper handling and release of fish, please see the General Manager.

7. There may be times that fishing is restricted due to high temperature/low water, etc. Restrictions will be communicated to the membership.