



RULES AND REGULATIONS

THE GOLF CLUB AT DEVILS TOWER RULES AND REGULATIONS

These Rules and Regulations, in conjunction with the Bylaws and Membership Plan for The Golf Club at Devils Tower ("Club") are designed to protect the rights and privileges of members of the Club and the enjoyment of the Club by Members and their guests. The obligation of enforcing these Rules lies with the Board of Directors, management and staff whose principal responsibility is to assure Members of all the courtesies, comforts and services to which they are entitled. It is also the duty of the Members to know the Rules and to cooperate with management and staff in the enforcement of these Rules. The Board of Directors may at any time establish additional Rules and Regulations and may modify or rescind the existing Rules and Regulations set forth herein.

GENERAL

Hours/Days of Operation: The Club's hours and days of operation will be established and published by the Club on a seasonal basis. The Board of Directors reserves the right to modify the hours and days of operation, as it deems necessary from time to time.

Conduct: Members are to conduct themselves in a manner, which will not interfere with the enjoyment of the Club by other Members or guests. Anyone on Club premises acting in a disorderly, disruptive, or offensive manner will be asked to leave. Members are responsible for the conduct and dress of their family members and guests and will be held accountable for their actions. The Club's General Manager (the "General Manager") may take appropriate action for unbecoming behavior and behavior, which may result in the disturbance of or damage to property of the Club. Members guilty of conduct prejudicial to the welfare of the Club or other Members, or in violation of these Rules, policies or the Membership Plan may be subject to disciplinary action as specified in the Plan.

Dress Code: It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club and will advise their guests accordingly. Dress throughout the Club is casual attire in good taste. Bathing attire and other inappropriate dress shall not be permitted in the clubhouse such as tank tops, cutoffs, running shorts, or the like. Tennis or golf attire may be worn in the grill rooms. Collarless shirts, warm-up suits, sweat pants, and workout attire may only be worn in the locker rooms and fitness areas. From time to time, exceptions to the dress rules may be made for certain special events.

Guest Privileges: All Members shall be entitled to limited guest privileges subject to any applicable guest fees and any additional guest policies established from time to time by the Board of Directors; such as the number of times a guest may use the Club's golf facilities. Guests must be registered for all activities other than use of the dining facilities. As a general rule, guests must be accompanied by a Member. Unaccompanied guest visitations are subject to certain policies and limitations and an unaccompanied guest fee. Under certain circumstances, the General Manager may approve unaccompanied guest usage and guest passes may be issued. Members will need to familiarize their guests with the Membership Plan and these Rules. Members are responsible for the conduct and dress of their guests as well as the charges incurred by their guests and any damage caused by their guests. Guests may use the same facilities the sponsoring Member is entitled to use. Guest privileges to any individual may be denied,

withdrawn, or revoked at any time for reasons considered sufficient in the sole and absolute discretion of the Board of Directors. Persons who have been suspended or expelled from the Club are not entitled to guest privileges.

Minors: Members are directly responsible for the actions of their children and children of their guests. No one under the age of sixteen (16) is permitted in the Men's or Women's locker rooms unless accompanied by an adult. Minors under the age of twelve (12) must be accompanied on Club property at all times by an adult except while participating in a specific program designated for their use. In the event of violation of Club rules or policies by a minor, restrictions may be imposed on the minor's use of the Club facilities. The Board of Directors reserves the right to limit the use of certain Club facilities by minors. Minors are not permitted in the bar area unless accompanied by a parent.

Policies: The Board of Directors may adopt and publish Club policies from time to time relating to various Club matters. Some policies are incorporated into these Rules; others are published in the Club's newsletters or posted on the Club bulletin board. Each Member has a duty to keep informed of and abide by Club policies as published.

Membership Selection: The Board of Directors shall select an Admissions Committee from the general membership of the Club to act from time to time. The proceedings of the Admissions Committee shall be confidential. A majority vote shall be required for the approval of any candidate, and each application shall be passed upon separately. The Board of Directors shall have the final approval of all membership candidates. No person failing to gain approval shall be again considered for membership until after the expiration of one (1) year from the time of such action. Membership candidates shall be composed of those (i) reputable and financially qualified business entities, and (ii) financially qualified persons of good character over the age of eighteen (18), who have completed a Membership Application and Purchase Agreement and paid the appropriate initiation deposit (iii) Real Estate Owners in the Devils Tower Golf Club Community. Invitations to be extended and unsolicited applications received will be evaluated on the basis of the following criteria:

- (a) Interest of a candidate in the use of a membership for social promotion and/or professional purposes;
- (b) Financial responsibility and qualification of the invitee, candidate, and/or corporate or business entity; and
- (c) Compatibility of an invitee, candidate and/or corporate or business designee with Members with respect to social and business settings.

Invitations shall be extended on the above criteria without regard to age, race, national origin, sex, religion or physical disability.

Membership Cards: Each Member may be issued a membership card, which must be carried while on Club premises. Members shall not lend or give their membership cards to others for any reason. Violation may result in expulsion from the Club. Loss of a membership card should be reported immediately in writing to the Membership Office. Until Management receives notification of the loss or theft, the Member shall be responsible for all charges placed on the account. A fee may be charged for replacement of membership cards.

Charge Privileges: Members in good standing shall be entitled to charge all purchases and services to their Club accounts. Presentation of the membership card is required for all

purchases and activities at the Club and verification of identity may be requested for charges to the Member's billing account. Management reserves the right to suspend or place limits upon a Member's charging privileges at the Club or to require a deposit from a Member for Member-sponsored group outings or events. Should collection of Member's account become necessary, Member agrees to pay all reasonable costs of collection, including reasonable attorneys fees.

Late Charges: The account of each Member shall be due and payable upon receipt of the monthly statement. Accounts unpaid thirty (30) days after the billing date are delinquent and Club may assess the delinquent Member a late charge of the lesser of (i) twenty dollars (\$20.00), or (ii) fifteen percent (15%) of the past due balance, but in no event more than the maximum amount allowed by law for handling past due accounts for each billing period on an amount that is delinquent. Payments on delinquent accounts shall be applied first to reduce late charges and accrued dues, then to food and beverage charges, and then to any other charges.

Credit Cards: The Members are required to furnish Management with a valid commercial Visa or MasterCard number and to authorize its use by Management for past due accounts. Members are required to provide Management with credit card renewal information annually or prior to the expiration date of the credit card furnished.

Parties/Special Functions: Certain facilities of the Club may be available for private parties or special functions and Club employees will be available to assist Members in planning events. Management, in its sole discretion, may use certain Club facilities for private parties, weddings, and special functions and may conduct outside tournaments on the golf course on days the Club is closed.

Gratuities: For the convenience of Members, service charges, as determined appropriate by Board of Directors, will be added to all food and beverage sales. Tipping is only appropriate for locker room attendants, bag storage attendants, or valet parking attendants. In lieu of tipping employees, Members are extended the opportunity to show their appreciation of employees' services by contributing to the annual employees' holiday fund.

Alcoholic Beverages: The Club intends to comply with all applicable laws pertaining to the sale and service of alcoholic beverages. Violations may result in the loss of the Club's liquor license. No alcoholic beverages shall be brought onto or removed from the Club's premises. Instances of intoxication on the Club's property may be forwarded to the Club's Grievance Committee for disciplinary action. Club employees may refuse service of alcoholic beverages to any individual they feel is intoxicated or on the verge of becoming intoxicated. Members should not attempt to leave the Club and operate a motor vehicle in an intoxicated condition.

Pets: No dogs or other pets, except for seeing-eye dogs and other qualified handicap service dogs, are permitted on Club's property (including the golf course) at any time, unless special policies or certain exceptions are adopted for the Club. Members are responsible for any damage caused by their pets.

Parking/Traffic: Parking in the Club's parking areas is undertaken at the driver's own risk. Neither Devils Tower Golf and Country Club, Inc. ("DTGC"), the Club nor Management are responsible for personal injury, property theft or damage. Bicycles, motorbikes and all-terrain vehicles (or the like), including roller blades, are not permitted on the golf course, cart paths, or driving range at any time.

Prohibited Activities: (i) The Board of Directors and Management shall have the right and power to prohibit any games, sports, or other activities, which it may, in its sole determination, consider harmful to the interests of the general membership and/or the Club; (ii) illegal activities are prohibited; violation of gambling laws could cost the Club its liquor license; (iii) solicitation of Members, petitions and commercial advertisements posted or circulated on Club property are prohibited without prior approval of the Club, and (iv) use of the Club's name, logo or stationery for any purpose is prohibited without prior approval of Management.

Member List: A list of Members shall not be used for commercial or charitable purposes or given to any non-Members for any reason whatsoever.

Damage to Club Property: Members will be responsible, and may be subject to disciplinary action, for any of the Club's property abused, removed, damaged, or destroyed by a Member, as well as for all property of the Club abused, removed, damaged, or destroyed by their guests.

Liability: Members and guests shall use the Club's facilities at their own risk and shall assume sole responsibility for personal injury, personal property, and property damage. The Club and DTGC, its officers, employees, representatives, and agents shall not be liable for personal injury to any person while the Club's premises, nor for loss or damage to personal property, brought onto, used, or stored on the Club's property, whether in lockers or elsewhere.

Reporting Injuries and Property Damage: Any injury to persons or damage to property shall be reported immediately to the General Manager or other responsible staff member. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the errant ball.

Lockers: Lockers are made available for the convenience of Members only. Members specifically agree that the Club and DTGC shall not be responsible for any losses, damages or claims, which may arise from Members' use of the lockers. The lockers are not intended to prevent unauthorized entry. Management reserves the right to inspect all lockers periodically. Members assume all risk of theft, loss, or disappearance of items placed in the lockers.

Club Employees: Employees of the Club are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member or guest. Any complaints regarding service, behavior, or inattention to duty by employees should be immediately brought to the attention of the General Manager or the manager on duty. Members may be requested to state the complaint in writing. Club will take such disciplinary action, as it deems necessary.

Complaints/Grievances: Member complaints/grievances concerning other Members or the Club or its facilities shall be held in strictest confidence, made in writing, and submitted only to the General Manager. The General Manager (and when appropriate the Board of Directors), shall investigate the complaint/grievance and recommend to the Board of Directors the action, if any, to be taken by the Club.

Firearms/Fireworks: Firearms, lethal weapons, and ammunition are not allowed on the Club's property. The General Manager must approve the use of any fireworks.

Smoking: Smoking may be prohibited in certain areas.

Supervision of Play: The Club's staff, acting under the supervision of the General Manager, will have the responsibility for supervision and control of all matters relating to play on the golf course. Golf course privileges may be refused to anyone who, in the judgment of the golf professional or the General Manager, violates any of these Rules, the rules of play, etiquette and/or dress code. Responsibility for such supervision may be delegated to pros, starters, marshals, or other individuals designated by the General Manager.

Personal Instruction: Instruction in golf is offered under the supervision of the Club's staff. No Member shall authorize anyone other than provided by the Club to train, teach, or give golf lessons. No charges will be assessed if a scheduled lesson is cancelled 24 hours or more in advance. If a Member cancels less than 24 hours before it is scheduled, or fails to appear for a scheduled lesson, the Member may be charged the lesson rate then in effect.

OPERATION OF CLUB:

A. Control of Club.

1. ***Board of Directors.*** A Board of directors in accordance with the club's Articles of Incorporation, Bylaws and Rules and Regulations respectively governs the Club.

Designation of Directors. Until closing and conveyance of the club facilities from DTGC, the Board of Directors of the Club shall be the same individuals who are members of the Board of Directors of DTGC. Decisions made by the Board of Directors of the Club shall be in good faith and in a manner reasonably believed to be in the best interest of the Club, its Members and the marketing of the Club. Sixty (60) days prior to closing and conveyance of club facilities to the Club, the Voting Members (also called Equity Members) shall elect a new Board of Directors for the Club pursuant to the Bylaws of the Club. This newly elected Board of Directors will begin to govern the Club after the closing and conveyance of the club facilities. The Board of Director's acts completing the transaction for the closing and conveyance of the club facilities shall not require a vote of the Members unless otherwise expressly provided for herein.

B. Members Advisory Board of Governors.

1. *Creation and Activities of the Advisory Board of Governors.* The Board of Directors of the Club shall appoint members to the Advisory Board of Governors who shall be members of the Club. Upon request by the General Manager, the advisory Board of Governors shall advise and counsel the General Manager and make recommendations to the General Manager on any and all items relating to the conduct of the Club's affairs, including, but not limited to, the following areas:
 - (i) Membership admission policies;
 - (ii) Design and functional arrangement of the Club's facilities;
 - (iii) Initiation deposits and dues for all classes of membership;
 - (iv) The Rules and Regulations, guest policies and operating hours of the Club;
 - (v) All policies having to do with questions of conduct, mode of dress, and all other related disciplinary matters; and
 - (vi) All plans for renovating, remodeling, modernizing, or expansion of the Club.

The Advisory Board of Governors shall represent the entire membership on matters that might affect the harmonious relationship between the membership and the management of the Club. Complaints, criticisms, suggestions and other communications concerning such matters of Members shall be made in writing to the General Manager with a copy sent to the Advisory Board of Governors. The Advisory Board of Governors shall report to the General Manager of the Club. It shall have no right or power to direct, manage, supervise or control the management of the Club, Board of Directors or DTGC.

Committees. The Chairman of the Board of Directors, after seeking recommendations from the General Manager, may from time to time establish committees deemed necessary for the orderly conduct of the Club. The Chairman may appoint members of the Board to serve on such committees, with one of the members of the Board to serve as chairman of each committee and/or the Chairman may appoint other Members of the Club to serve on such committees. The function, tenure, and number of committee members shall be at the discretion of the Chairman and the General Manager.

C. Management of the Club.

DTGC will be responsible for the operation and management of the Club until closing and conveyance of the club facilities. After closing and conveyance of the club facilities, the newly elected Board of Directors will be responsible for the operation and management of the Club.

GOLF COURSE RULES

In setting these rules for use of the golf course, the Club's management is in no way attempting to restrict the enjoyment obtained from playing the course. It is, in fact, necessary to follow certain procedures to ensure maximum enjoyment of the golf course and grounds for all Members. The Board of Directors reserves the right, from time to time, to establish rules governing access to the golf course. All rules shall be applied on a fair and equitable basis. Pride in the Club, together with the thoughtfulness and consideration we afford our fellow golfers, will make the enforcement of any rules unnecessary.

1. **Rules and Etiquette of Play.** Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf, as outlined in the United States Golf Association (the "USGA") handbook which shall apply at all times except when in conflict with any local rules or these Rules. The "USGA" handbook is available for review in the golf shop. Excessive noise, golf club throwing, or profanity will not be permitted.
2. **Dress Code.** At all times on the golf course and practice areas, men and women (i) may wear shirts in keeping with current golf fashion trends, including turtle neck shirts, (ii) shorts must be of Bermuda-length or a style made for and designed for golf; (iii) slacks are acceptable. The following types of clothing are prohibited on the golf course: inappropriate denim, short shorts, cut-offs, tennis shorts or running shorts, tennis-length skirts, tee shirts, tank tops, sweatshirts and warm-up suits. If you are in doubt concerning your attire, please check with the golf shop.
3. **Golf Shoes.** To maximize the playing condition of our golf course and practice areas, all players must wear non-penetrating, spikeless shoes subject to approval by the golf shop. Players assume the risk of injury associated with utilizing spikeless shoes under all

conditions. To minimize the risk of slipping or falling, be careful when walking in wet conditions or on hills or steep slopes, dead grass, bridges, platforms, steps and railroad ties, or on hard smooth surfaces or in golf cars. Golf shoes must be worn on the golf course.

4. **Hours.** The hours and days of operation for the golf course, golf shop and practice range will be set seasonally by the Head Golf Professional and posted at the golf shop. Hours may need to be adjusted for weather, maintenance, and special events.
5. **Registration.** All Members and all guests must register in the golf shop at least fifteen (15) minutes prior to tee time; otherwise the golf shop may not be able to hold tee times for groups who appear after the registration cutoff time.
6. **Starting.** All play must start on the No. 1 tee, unless directed to start elsewhere by the golf shop or the starter. "Cutting-in" is not permitted at any time. Under no circumstances are players permitted to start play from residences adjacent to or bordering a golf course.
7. **Tee Times.** Tee times will be required each day the golf course is open for Member play and may be reserved through the golf shop. Starting times may be made by telephone during hours and on days as posted in the golf shop. Members will need to provide the names of players in their group at the time of reservation.
8. **Playing Schedule.** The playing schedule is sent to Members at the beginning of every season and is posted on the Club's website.
9. **Playing Groups.** Members are encouraged to play in foursomes; however, there may be times when groups with less than four players may be filled with twosomes or singles. Single players and twosomes or threesomes may be permitted at the discretion of the golf shop, if such play will not disrupt normal course traffic. Smaller groups should not expect to play through foursomes and should not exert pressure on the groups ahead. Generally groups of more than four players are not permitted, however, you may request permission for an additional player on a case by case basis.
10. **Cancellation.** Please notify the golf shop of the cancellation of a tee time as early as possible. Cancellation should be at least one (1) hour before the scheduled tee time so that someone else may be able to use the tee time. Failure to timely cancel a tee time may result in a cancellation fee charged to the Member's account.
11. **Pace of Play.** All golfers are asked to maintain a reasonable pace and should play to complete the course within the time limits posted in the golf shop. If your group falls behind by one clear hole, please speed up or let the group behind you play through. All players who stop for any reason after playing nine (9) holes must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course.
12. **Slow Play.** Each player should do their part to make a round of golf at the Club a pleasant experience for everyone and slow play hinders that enjoyment. Tips to keep play moving:
 - 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.

- Study and clear the line of your putt while others are doing the same.
 - Mark your scores on the way to the next tee or while the others in your group are playing from the next tee.
 - If possible, repair ball marks and divots while waiting for other players.
 - When approaching a green, drive your golf car to the side or rear of the green on the best direct path to the next tee. Do not leave the golf car in front of the green where you will have to go back to get it.
13. **Rangers/Marshals.** Golf rangers or marshals may be on duty to help regulate play and enforce golf car regulations. They have full authority on the golf course and will enforce all rules and speed of play. Your cooperation is appreciated.
 14. **Practice.** Members are to use the designated areas, driving range and practice putting green. Under no circumstances are the regular tees, greens, or fairways to be used for practice.
 15. **General.** Each player must have his or her own set of golf clubs and bag. Members are reminded that they are not to leave golf bags or personal belongings unattended on the Club's property. Neither the Club nor DTGC shall be responsible for lost, damaged, or stolen property.
 16. **Children.** Children under the age of six (6) are not allowed on the golf course, except with the express permission of the golf staff.
 17. **Guests.** Members must adhere to the policies adopted for the Club for guest play.
 18. **Care of Course.** To help maintain turf conditions, and as a courtesy to other players, all golfers are responsible for picking up tees, repairing their golf ball marks on the greens, filling divots made in the fairways and carefully raking sand traps after use. For players' convenience, sand bottles or buckets are provided in the golf cars or at each tee.
 19. **Practice Range.** The hours of the practice range will be posted in the golf shop. The practice range may be closed by the golf shop at any time to permit recovery of range balls or due to inclement weather or poor turf conditions. Range balls are for use on the practice range only and are not permitted on the golf course. Golf cars are not permitted on the tee area. Parking of golf cars is allowed in designated areas only. For safety reasons, range balls must be hit from designated areas only; no hitting is permitted from the rough or sides of the range.
 20. **Lightning.** Players are expected to exercise reasonable prudence and common sense when severe weather, e.g., thunder or lightning, is reported or observed in the area and are requested to leave the golf course and seek appropriate shelter. Players expressly assume all risk of injury while on the golf course due to lightning or other adverse weather. Players should not rely on the accuracy, reliability or adequacy of any storm systems implemented by the Club. The Club may suspend or cancel any tournament or scheduled play, if in the sole judgment of its management; weather conditions create a clear and present danger of personal injury or death.

Lightning Safety Tips:

Avoid: Open areas, water, metal wire fences, overhead wires and power lines, isolated trees, elevated ground, maintenance machinery and golf cars (golf cars are NOT lightning proof).

Seek: The Clubhouse, maintenance buildings, automobiles and on-course buildings.

Note: Raising golf clubs or umbrellas above the head increases the risk when lightning is near.

19. **Handicaps.** Handicaps are computed under the supervision of the Golf Professional in accordance with the current USGA handicap system. Members are responsible for the accurate posting of their scores following each round of golf. All scores are subject to review by the Director of Golf to determine any violations.
20. **Junior Play.** The Club wishes to encourage junior play, but reserves the right to establish additional policies relative to junior play, as it may deem necessary. Juniors are defined as sons or daughters of a Member entitled to membership privileges. Unless golfing privileges have been granted to the junior golfer by the Golf Professional, junior golfers must play with an adult Member and should be at least ten (10) years old. Juniors are expected to follow the rules and etiquette of golf and conduct themselves in an appropriate manner.
21. **Violations.** Violation of any golf rule, including continued violation, may result in fines or suspension of golfing privileges.

RULES FOR OPERATION OF GOLF CARS

1. The Club maintains a fleet of golf cars for rental by Members and their guests for use only on the course and practice areas while playing.
2. Members are strictly responsible for their guests, their families, and their own safe operation of the golf cars so as not to interfere with fellow players' enjoyment of the game, and at all times guard against injury to persons or damage to property, especially the playing surfaces of the golf course. Neither the Board of Directors, the Club, nor DTGC assumes any responsibility for accidents or damage caused by golf cars.
3. Members shall be responsible for any damage, including misuse, to their assigned golf car or a golf car assigned to their guest(s) and damage to any equipment on the golf cars or damage to the Club's property caused by themselves, their family or their guest(s) while operating a golf car.
4. Reckless driving or violation of golf course rules may result in forfeiture or suspension of the privilege of golf car usage and the privilege of playing golf on the course.
5. Operators must have a valid driver's license and operate the golf car at their own risk. Operating instructions on each golf car should be read prior to usage.

6. Golf car operators shall observe safe driving procedures at all times and must observe and obey signs, stakes, and other markers used to guide golf cars, and shall stay on golf car paths where they are provided, and without exception on Par 3 holes.
7. No more than two players and two bags shall be permitted on any golf car.
8. Please do not operate or park a golf car within thirty (30) feet of any tee, green, bunker (or their shoulders), or beyond designated markers. Cars should not be parked on property owned by homeowners.
9. Every effort should be made to avoid bare spots, wet or soft areas, and areas under repair. Never drive through a hazard.
10. Golf cars must be returned to the staging area and any malfunctions and needed repairs reported to the golf shop.
11. Private golf cars are permissible under the conditions of the private golf car agreement entered into with Club, which includes approval of the golf car, payment of trail fees and an annual inspection. Members with private golf cars are required to register in the golf shop and are subject to the same rules as operators of the Club's golf cars.