



RULES AND REGULATIONS

This document sets forth the terms and privileges of Membership in the Club and the policies and procedures under which the Club is operated. The obligation to enforce these Rules lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts, and services to which they are entitled. It is the duty of the membership to know its Rules and to cooperate with Club Management and staff in the enforcement of these Rules.

These Rules are effective April 18, 2024 and are subject to change from time to time at the sole election of Club Management.

ARTICLE I DEFINITIONS AND APPLICATION

1.1 THE CLUB

The "Club" refers to the facilities provided at Oakhurst Country Club located at 1001 Peacock Drive, Clayton, CA 94517. The "Owner" refers to the Owner of Oakhurst Country Club.

1.2 CLUB MANAGEMENT

"Club Management" refers to Troon which manages the Club and its successors in interest. "Manager" refers to the general manager of the Club. Club Management has authority over the affairs of the Club.

1.3 ADVISORY COMMITTEE

An Advisory Committee may be established to act in an advisory capacity only regarding certain aspects of the operation of the Club. Such committee shall serve at the pleasure of Club Management and exercise only such powers and authority as Club Management may grant to it from time to time. The number and term of office of members of the Advisory Committee shall be determined at the sole and absolute discretion of Club Management.

1.4 MEMBERSHIP

(a) A "Membership" is the contractual privilege by which designated persons enter the Club for the exclusive purpose of using and enjoying the available facilities at the times and in the manner set forth in these Rules. A "Member" is the person obligated for the payment of all fees, dues, fines, and charges. Members agree to be bound by these Rules as presently enacted or hereafter amended. Amendments to the Rules may be announced either by publication on the Club's Website or by posting at the Club. The Rules as amended or supplemented will be maintained in the Manager's office and are available for review upon request.

(b) Oakhurst Country Club is not an equity club. Membership is non equity and non participatory. Membership does not imply any right or privilege to participate in or to administer the Club business policies and does not create any vested or proprietary right of any kind in land, the Club, Club Management or the assets of Club Management or the Club. Membership does not create any presumption that the facilities or services that are now or hereafter available will continue to be available. Membership privileges should not be viewed as an investment and no person obtaining membership privileges should expect to derive any economic benefits from membership of the Club. These Rules and Regulations, Application for Membership and other membership documents have not been reviewed nor endorsed by any federal or state authority.

(c) Membership may be subject to disciplinary action, including fines, suspension, or revocation, in accordance with these Rules.

(d) Club Management shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

1.5 FEES, DUES, AND CHARGES

All membership initiation fees or deposits, transfer fees, dues, fines, and miscellaneous charges and fees, whether paid annually, monthly, or otherwise, shall be determined solely by Club Management. Club Management reserves the right to modify, change and add to these fees, deposits, dues, fines, and charges in its sole discretion. Membership in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges. A Member may be subject to disciplinary action, including forfeiture of membership, for failure to meet his or her financial obligations to the Club as set forth in Article IV. The schedule of fees, deposits, dues, fines, and charges in effect at any given time is available for review at the membership office.

1.6 MEMBERSHIP USE

All memberships include family access, a family membership entitles a Member, his or her spouse, and all unmarried dependent children under the age of twenty-six (26) to use the Club, provided all applicable fees, deposits, dues, fines, and charges are timely paid. The member's relatives would be considered guests and subject to any associated fees.

1.7 APPLICABILITY OF RULES

These Rules apply to all Members, Member's families, business designees, and guests.

1.8 NON-MEMBER USE OF CLUB

Club Management shall have the right to allow non-members to use the golf course and driving range, tennis facilities, swimming facilities, clubhouse, and other facilities located at the Club, including non-member tournaments, banquets, weddings, private parties, and other functions.

ARTICLE II PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS

2.1 FULL GOLF

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Full Golf Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age.

Full Golf Member Privileges Include:

- Access to the golf course & practice facility with complimentary greens fees
- 14-day booking window for tee times, Tuesday – Sunday (any time)
- Family access to premier amenities and services without assessment fees
- Amenities include a junior Olympic-sized heated swimming pool with seasonal poolside service, 4 lighted tennis courts with pickleball available, an upscale fitness center, a calendar of social events, and dining
- The convenience of a club central app, locker rooms & showers
- Reciprocal play and privileges at other selected Troon Golf-managed properties
- Access to competitive/social member-run leagues & golf clubs
- Opportunities to play at other private country clubs through Oakhurst-associated golf clubs
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

2.2 CORPORATE GOLF

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Corporate Golf Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age.

Corporate Golf Member Privileges Include:

- Access to the golf course & practice facility with complimentary greens fees
- 14-day booking window for tee times, Tuesday – Sunday (any time)
- Family access to premier amenities and services without assessment fees
- Amenities include a junior Olympic-sized heated swimming pool with seasonal poolside service, 4 lighted tennis courts with pickleball available, an upscale fitness center, a calendar of social events, and dining
- The convenience of a club central app, locker rooms & showers
- Reciprocal play and privileges at other selected Troon Golf-managed properties
- Access to competitive/social member-run leagues & golf clubs
- Opportunities to play at other private country clubs through Oakhurst-associated golf clubs
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

(a) Memberships may be issued to a corporation or other business entity at the discretion of Club Management. Certain criteria may be established that a corporation or other business entity must satisfy in order to acquire and maintain a Corporate membership, including proof of a legitimate business in which the corporation or such other business entity is actively engaged, the requirement that the corporation or such other business entity must employ a minimum number of individuals, and proof of active status and good standing in the state(s) where the corporation or such other business entity is formed and/or conducting business. If a corporation or such other business entity is not able to continue to satisfy the criteria for maintaining a Corporate membership, then the Corporate membership shall be deemed resigned and the person(s) having membership privileges under such Corporate membership shall be given the right to acquire the most similar membership available, subject to such terms and conditions as may be established by Club Management including the payment of a Membership Deposit.

(b) The corporation or such other business entity must designate a **minimum of three (3) individuals ("Designees")** who shall be entitled to membership privileges under the Corporate membership, subject to such terms and conditions as may be established by Club Management. The Designees must complete a membership application, meet all the eligibility requirements for membership, and be approved for membership in the same manner as all other Members. The Designees must always be bona fide employees of the corporation or such other business entity. The corporation or such other business entity may designate new individuals to be the Designees, subject to Club Management's approval and such other terms and conditions as Club Management may establish, including time limitations for changing Designees and redesignation fees to be paid by the corporation or such other business entity.

(c) The corporation or such other business entity together with the person(s) having membership privileges under the Corporate membership shall be jointly, severally, and legally responsible for all debts and charges incurred by such person(s), and person(s) having privileges under the Corporate membership shall acknowledge said responsibility in writing prior to receiving the privileges of membership.

(d) The purchase of a Corporate membership, the initial designation of persons entitled to membership privileges and any subsequent change of Designees or membership status must be initiated by a resolution of

the corporation's board of directors or by formal notice provided by a general partner or principal of such other business entity.

(e) Upon the dissolution of a Corporation or other business entity, the membership shall terminate. All membership privileges of all Designees under such dissolved Corporation's membership shall terminate. The only remaining right the Corporate Member shall retain shall be the right to receive repayment of the Membership Deposit in accordance with Section 1.6.

2.3 ASSOCIATE GOLF

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Associate Golf Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age.

Associate Golf Member Privileges Include:

- Access to the golf course & practice facility with complimentary greens fees
- 14-day booking window for tee times, Tuesday – Friday (any time)
- Family access to premier amenities and services without assessment fees
- Amenities include a junior Olympic-sized heated swimming pool with seasonal poolside service, 4 lighted tennis courts with pickleball available, an upscale fitness center, a calendar of social events, and dining
- The convenience of a club central app, locker rooms & showers
- Access to competitive/social member-run leagues & golf clubs
- Opportunities to play at other private country clubs through Oakhurst-associated golf clubs
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

2.4 EXECUTIVE GOLF

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Executive Golf Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age. Executive Golf Members enjoy the same privileges as Full Golf Members with certain restrictions, considering the fact they are likely still building financial security which allows them to enjoy a more flexible entry fee and a lower monthly dues rate. The age of the oldest member shall apply to the primary on the account. The age of the oldest member determines if he/she qualifies for an Executive Golf Membership. Upon turning age 40, the member will automatically be enrolled in the Full Golf Membership and pay the current month's dues.

Executive Golf Member Privileges Include:

- Access to the golf course & practice facility with complimentary greens fees
- 14-day booking window for tee times, Tuesday - Friday (any time), Saturday & Sunday (after 10:00 am)
- 2-day booking window for tee times, Saturday & Sunday (before 10:00 am)
- Family access to premier amenities and services without assessment fees
- Amenities include a junior Olympic-sized heated swimming pool with seasonal poolside service, 4 lighted tennis courts with pickleball available, an upscale fitness center, a calendar of social events, and dining
- The convenience of a club central app, locker rooms & showers
- Access to competitive/social member-run leagues & golf clubs
- Opportunities to play at other private country clubs through Oakhurst-associated golf clubs
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

2.5 SPORTS

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Sports Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age. Sports Members are not entitled to use the golf course or driving range. Sports Members must pay the greens fees when playing the golf course once per month. Access to the golf course does not accrue throughout the year. Sports Members may book a maximum of 12 tee times throughout one calendar year. Sports Members may add the driving range to their membership for an additional cost.

Sports Member Privileges Include:

- Access to the golf course once a month (weekday or weekend) greens fees not included
- 1-day booking window for tee times (after 1:00 pm)
- Family access to premier amenities and services without assessment fees
- Amenities include a junior Olympic-sized heated swimming pool with seasonal poolside service, 4 lighted tennis courts with pickleball available, an upscale fitness center, a calendar of social events, and dining
- The convenience of a club central app, locker rooms & showers
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

2.6 TENNIS MEMBERSHIP

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Tennis Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age.

Tennis Member Privileges Include:

- Family access to premier amenities and services without assessment fees
- Amenities include 4 lighted tennis courts with pickleball available, a calendar of social events, and dining
- The convenience of a club central app, locker rooms & showers
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

2.7 SOCIAL MEMBERSHIP

This membership entitles the primary Member and his or her family as specified in Section (1.6) to all privileges within the Social Membership. Children of the primary are/or secondary members are subject to restrictions as specified in Section (6.6) depending on their age.

Social Member Privileges Include...

- Family access to premier amenities and services without assessment fees
- Amenities include a calendar of social events and dining
- The convenience of a club central app, locker rooms & showers
- Exclusive access to private or group adult & junior sports lessons
- Name brand discounts & club fitting at the pro shop

2.8 PRIMARY/ALTERNATE MEMBERSHIP DESIGNATION

For all family memberships, the Member may be required to designate primary and alternate Members either at the time of applying for membership, or in the case of existing Members, within fifteen (15) days of request by Club Management to do so. The designations shall be made at the sole discretion of the applicants or Members. The spouse of the primary Member and all other family Members as specified in Section 1.7 shall be alternate Members. Family members

other than spouses shall not have any rights to a primary Membership upon the death of a primary Member. In certain cases, only the primary Member shall be entitled to golf privileges at the primary times designated by Club Management. Individual Members are always considered primary Members. Notwithstanding the foregoing, at Club Management's election, and upon payment of such charges as are established, both spouses may be designated as primary Members.

ARTICLE III MEMBERSHIP POLICIES

3.1 ELIGIBILITY

(a) Membership of the Club is by invitation only. Memberships are being offered to select persons who are invited to membership and are approved for membership. Financially qualified individuals of good character, over the age of eighteen (18) shall be considered for membership without regard to race, color, national origin, sex, religious preference, sexual orientation, or creed.

(b) A person qualified for membership shall become a Member after (i) submitting a formal application, including an agreement to abide at all times by the Rules as then enacted or thereafter amended; (ii) satisfactory completion of any period of provisional status that may be established; (iii) formal approval of the application by Club Management; and (iv) payment of, or satisfactory arrangement to pay, the Membership Deposit and any other initial fees and dues related to membership.

3.2 MEDICAL LEAVE OF ABSENCE

Medical leave of absence is granted for a maximum of three (3) months and is permitted one (1) time during the life of a membership. A Member must be in good standing to be eligible for a medical leave of absence. Request for a medical leave of absence must be made in writing and must be accompanied by a written certification from the Member's medical doctor. Club Management shall have the absolute right to approve or disapprove such a request. Approval is subject to conditions, including payment during the leave of absence of a reduced monthly dues rate determined solely by Club Management. A Member who is on the list to sell/transfer the Membership is not eligible for a medical leave of absence.

3.6 UPGRADES/DOWNGRADES IN MEMBERSHIP STATUS

Requests for upgrades or downgrades in a Member's membership category, privileges or charges must be made in writing. Club Management shall have the absolute right to approve or disapprove such a request. Approval may be subject to conditions including, but not limited to, payment of applicable increases in Membership Deposits and applicable increases or decreases in dues and fees, and the availability of a Membership in the requested category.

3.7 DISPUTES

With regard to any claim or dispute regarding the ownership of a membership, Club Management shall be entitled to rely on the membership application and may confirm ownership of that membership in the name of the person listed as the Primary Member on the application. Club Management will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and shall not have any liability or responsibility for the resolution of such disputes. This Section 3.7 is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 12.1.

ARTICLE IV PAYMENT OF DUES AND CHARGES

4.1 STATEMENTS AND PAYMENTS

Payment is due and must be received (not merely postmarked) by the 15th of each month. A one and one half percent (1.5%) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Club Management may place any Member on a cash basis for any or all services otherwise provided for credit, at any

time. Members have the following payment options: Credit Card (this option will incur a monthly flat fee of \$45 for credit card processing), ACH Account, paying by check or cash. Club Management may, at its election, require all Members to keep an active source of payment information (i.e. credit card or ACH Account) with credit card number or ACH Account and billing information on file together with an authorization for Club Management to bill to such credit card or ACH Account for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2(b) below.

4.2 PAST DUE, DELINQUENCY AND REVOCATION

(a) 30-Days Past Due. If a Member's account becomes thirty (30) days past due, the Member will be notified by email and/or telephone that his or her charging privilege has been suspended.

(b) 60 90 Days Past Due. Any Member whose account becomes sixty (60) days past due will be notified by certified mail and/or telephone that his or her membership privileges will be suspended if payment is not received within 10 days. The fact of this delinquency may be posted at the Club. The Club Management may automatically bill any Member's account which is more than sixty (60) days past due to any major credit card of said Member on file at the Club.

(c) 90 Days Past Due. The membership of any Member whose account is more than ninety (90) days delinquent will be notified by certified mail and telephone that his or her membership privileges have been suspended and that his or her membership will be revoked and forfeited to Club Management if payment is not received within 10 days. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness. The Club Management may automatically bill any Member's account which is more than ninety (90) days past due to any credit card of said Member on file at the Club.

(d) Frequent Delinquency Revocation. The membership of any Member whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or nonconsecutively, may, at Club Management's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness.

4.3 RETURNED CHECKS

All Members shall be charged an additional Ten Dollars (\$10.00) on their statement for any checks returned from the bank for insufficient funds or Club Management's actual cost of recovery, whichever is greater.

4.4 CREDITING OF ACCOUNT

Members with any questions regarding charges on their statement should contact Club Management's accounting office. All bills must be paid in full, and any credits due to the Member will be credited on the following month's statement. Under no circumstances may a Member adjust his or her own account. A credit may never be taken against any initiation fee or deposit.

4.5 FOOD CHARGES

All food and beverage charges are subject to applicable sales tax. Club Management may, in its sole discretion, impose a minimum monthly charge for food and beverage service at the Club in the form of a Quarterly F & B Minimum. Purchases toward this quarterly minimum will include the cost of the item itself, not the tax or the tip related to said item(s).

ARTICLE V INFRACTIONS AND DISCIPLINE

5.1 VIOLATIONS

Any Member who violates these Rules is subject to suspension and/or immediate revocation of membership. All Members found to be in violation of the Rules may be denied all Club privileges, including the privilege of charging

goods and services. This denial of privileges may apply to one or more family members in Club Management's sole discretion.

5.2 SUSPENSION

- (a) Club Management shall at all times have the absolute right to suspend for a definite or indefinite time the membership privileges of any Member who has violated any rule, regulation or policy established by Club Management or whose behavior is disruptive to the operation of the Club.
- (b) A suspended Member shall be required to pay monthly dues during the period of suspension. A suspension may be lifted by Club Management, in its sole discretion, upon receipt of evidence that any wrongs committed have been redressed and any offensive behavior will not be repeated.

5.3 NOTIFICATION OF VIOLATIONS

Club Management shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established. This notice shall be mailed to the Member and a copy of the notice shall be placed in the Member's file.

5.4 HEARING FOLLOWING SUSPENSION

- (a) A Member whose membership is suspended may request a review hearing to be held before the Manager or, if the Member does not wish the hearing to be held before the Manager, he or she may so advise Club Management, in which case, the regional director for the American Golf Country Clubs or another designated representative of Club Management shall serve as the hearing officer. The Member's request for a hearing must be delivered to Club Management not more than fifteen (15) days following the date upon which the Member receives the notice of suspension.
- (b) The review hearing will be conducted within thirty (30) days from the date that the Member's request for hearing is delivered to Club Management. The Member may attend in person or by representative. Following the hearing, the Manager or designated representative of the Club will make a decision which shall be final and binding.

5.5 REVOCATION

A membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons:

- (a) Commission of any felony or misdemeanor theft at the Club.
- (b) Ninety (90) day delinquency or frequent delinquency, as defined in Section 4.2.
- (c) Willful destruction of the Club or staff, Member, or guest property.
- (d) Physical or gross verbal abuse of staff, Members or guests.
- (e) Continued and repeated violations of these Rules.
- (f) Conduct injurious to the reputation of the Club or its Members.
- (g) Conduct which seriously detracts from Club Management's absolute right to manage the Club and preserve its financial integrity.
- (h) Following a suspension, if a Member again violates the rule or policy that led to the previous suspension within twelve (12) months of the infraction, or if the Member violates any other rule or policy that would result in suspension within twelve (12) months of the infraction.
- (i) The filing of a bankruptcy petition involving a member or alternate member.

5.6 PROCEDURE FOR REVOCATION

Club Management will prepare a written notice of revocation which shall be delivered by certified mail to the terminated Member. Upon revocation, all past Membership Deposits and monthly dues paid by the Member shall be forfeited to the Club and the Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any

manner the right of Club Management to collect any delinquent indebtedness. Any Member whose membership has been revoked shall forfeit his or her right to Reissuance Fees under Section 2.9 (a) above.

ARTICLE VI HOUSE AND GROUNDS RULES

6.1 HOURS OF OPERATION

The schedule of operation for the various facilities within the Club shall be published in the Club newsletter or posted at the Club but is subject to change to accommodate tournaments and special events. The Club may be closed to Members for tournaments and special events. The entire Club, including the golf course, tennis courts and swimming facilities, will be closed on December 25th and January 1st. The schedule of operation is also subject to change due to weather conditions.

6.2 SPECIAL FUNCTIONS

Club Management shall endeavor to publish all special Member functions in the Club newsletter or to post such functions at the Club, including dinner dances, banquets, and special social functions.

6.3 MEMBERSHIP CARDS

- (a) Each primary Member and alternate Member will be issued membership cards. A Member may also request that membership cards be issued to dependent children.
- (b) Presentation of the membership card may be required for purchases and activities at the Club. Each Member must carry his or her card while at the Club. Members are not permitted to lend or give their card to others for any reason. Violation of this rule may result in expulsion. Club Management may ask Members at any time for verification of identity.
- (c) Lost or stolen cards must be immediately reported to the membership director at which time a temporary card will be issued, and a new permanent card ordered for a charge of Ten Dollars (\$10.00).

6.4 CHARGING PRIVILEGES

Members have the option of paying for the purchase of merchandise, food and beverages, and services in cash or by a charge to their membership billing account. Club Management reserves the right to suspend or place limits upon a Member's charging privilege or require a deposit from a Member.

6.5 GUESTS

All guests are subject to a guest fee and must always be accompanied by a member. Members may sponsor the same guest with a maximum of one (1) per month and up to twelve (12) times during the calendar year when utilizing either the amenities or golf (weekdays or weekends). There is no limit on how many times a member can bring the same guests when utilizing the restaurant (weekdays or weekends). Golf Guest Fee: Members may book tee times with one guest before 10:00 am and up to 3 guests after 10:00 am (weekdays or weekends) if applicable. Guests are required to pay the greens fees based on the time of play. Members may bring up to 3 guests to use the practice facility at no additional cost. Club Guest Fee: This fee applies to guests using the swimming pool, fitness center, and tennis/pickleball courts for the entire day. Members must check in with their guests at the pro shop and submit payment before using the amenities. Ages 17 & under – Free / Ages 18 & older - \$15.00 per guest/day. Members are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests. Club Management, in its sole discretion, may deny guest privileges to any individual.

Members are prohibited from bringing guests on property for any professional services, unless approved by club management.

6.6 MINORS

Unless otherwise permitted by the club, children under twelve (12) years of age are not allowed in the clubhouse unless directly accompanied and supervised by an adult.

- (a) Any unmarried dependent child under the age of twenty one (21) years who is a full-time student is considered a minor for the purpose of these Rules. However, a person between eighteen (18) and twenty-one (21) years of age who owns a membership is not considered a minor.
- (b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests' children. In the event of violations of these Rules or other policies by minors, restrictions may be imposed on family use of the Club.
- (c) Alcoholic beverages may not be sold to any person under the age of twenty one (21). Minors are not permitted in any bar lounges or cardrooms.
- (d) Minors under the age of fourteen (14) years entering the Club must be accompanied and supervised by an adult member at all times, except when properly qualified and enrolled in any junior golf or tennis program.
- (e) Use of the Club by minors may be limited or restricted.

Ages 14 and under must be accompanied by an adult when using the practice facility or golf course. Ages 15 - 17 may book tee times after 12:00 pm (weekdays or weekends). Children must be accompanied by an adult when using the following amenities. Fitness Center (Ages 15 and under), Swimming Pool (Ages 13 and under), Tennis/Pickleball (Ages 15 and under).

6.7 PROPER CONDUCT

Members are to conduct themselves in a manner which will not interfere with other Members' or their guests' enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

6.8 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the Manager or other responsible staff member.

6.9 DRESS CODE

Oakhurst Country Club is committed to a relaxing, casual and non-offending golf and social club experience. These rules may change for specific club function (themed event) and in certain club areas at the discretion of the Club. All members, guests, private event, and outing participants must adhere to this 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. It is also expected that Members will advise their Immediate Family and Guests of the dress requirements. Set forth below is the dress code that defines acceptable attire in all areas.

MEN'S ATTIRE

We take pride in Oakhurst's Golf Course Facilities, to maintain this image, we require that you always wear the following permitted attire. When using any Golf course amenities Golf course driving range, putting and chipping greens, shirt must be tucked in at all times.

Men's Golf Course and Practice Facilities

- Athletic Headwear (Bills Forward)
- Golf Specific (Collared/Mock/Blade)
- Collared camp shirts
- Golf-Specific shorts or pants
- Soft Spiked golf shoes
- Athletic Shoes

- Golf Specific Jogger pants

We do not allow the following attire on the Golf Course or Practice Facilities. You will be kindly asked to change into appropriate attire if you are wearing the following attire.

- T-Shirts of any kind
- Sleeveless Shirts or Tank Tops
- Cargo Shorts
- Denim Jeans
- Cutoff Jeans
- Athletic/Running Shorts
- Dress Sandals
- Flip Flops
- Swim Attire
- Sweats or Hoodies
- Pajama Pants/Slippers

Men's Dining Room & Bar Area

When in the Dining Room "Bistro 19" or in the Bar Area, we require that you wear the following attire.

- Athletic Headwear of any kind Prohibited (Ladies Excluded)
- Golf Specific (Collared/Mock/Blade)
- Collared Camp Shirts
- Golf Specific Shorts or Pants
- Denim jeans (Not Torn or Teared)
- Styled Shoes or Dress Sandals

Please refrain from wearing the following attire when dining in our "Bistro 19" or Bar Area.

- Athletic Headwear of any kind
- T-Shirts of Any Kind
- Sleeveless shirts or Tank Tops
- Cargo Shorts or Cargo Pants
- Cutoff Jeans
- Swim Attire
- Sweats or Hoodies
- Pajama Pants and or slippers
- Flip Flops

Men's Terrace & Patio Area

Whether you are enjoying a Friday night with friends or stopping by for a cocktail, please observe that the following attire is acceptable attire to be worn on the Terrace or Back Patio Area.

- Athletic Headwear (bill forward)
- Tennis or Workout Shirts
- Golf Specific (Collared/Mock/Blade)
- Collared Camp Shirts
- Golf Specific Shorts or Pants
- Cargo Shorts or Pants
- Denim Jeans (Not Torn or Teared)
- Styled Shoes or Dress Sandals

- Flip Flops
- Athletic Shoes
- Soft Spike Golf Shoes

The Club does not allow the following attire to be worn on the Terrace or Patio Area.

- Swim Attire
- Pajama Outfits or Slippers
- Tank Tops
- Non-Tennis or Workout Shirts

Men's Fitness Facility & Locker Rooms

The Following attire is allowed at the Fitness Facility & Locker Rooms.

- Athletic Headwear (Bills Forward)
- All T-Shirts
- Sleeveless Tank Tops
- Collared or Mock Neck shirts
- Collared Camp Shirts
- Golf Specific Shorts
- Athletic Shorts
- Athletic Shoes
- Sweats and or Hoodies

For the safety and well-being of patrons using the fitness facility, we ask that the following attire not be worn while using any of the fitness equipment.

- Swim Attire
- Dress Sandals or Flip Flops (Open Toed Shoes of any Type)
- Slippers
- Cut Off Jeans

WOMEN'S ATTIRE

We take pride in Oakhurst's Golf Course Facilities, in order to maintain this image, we require that you always wear the following permitted attire.

Women's Golf Course and Practice Facilities

- Athletic Headwear (Bills Forward)
- Golf Specific (Collared/Mock/Blade)
- Sleeveless Shirts may be worn, but sleeveless shirts must have a collar (Collared/Mock/Blade)
- Collared camp shirts
- Leggings/Yoga pants permitted with coverings (Skirt/Skort/Shorts)
- Golf Skirt or Golf Skort
- Soft Spiked golf shoes
- Athletic Shoes

We do not allow the following attire on the Golf Course or Practice Facilities. You will be kindly asked to change into appropriate attire if you are wearing the following attire.

- T-Shirts of any kind

- Crew Neck shirts or blouses
- Halter or Tube tops with bare midriff
- Cargo Shorts or Pants
- Denim Jeans
- Cutoff Jeans
- Athletic/Running Shorts/Yoga Pants
- Dress Sandals
- Flip Flops
- Swim Attire
- Sweats or Hoodies
- Pajama Pants/Slippers

Women's Dining Room & Bar Area

When in the Dining Room "Bistro 19" or in the Bar Area, we require that you wear the following attire.

- Athletic Headwear permitted (Bills Forward) until 5:30pm
- Collared or Mock neck Shirts
- Collared Camp Shirts
- Golf Specific Shorts or Pants
- Skirts or Skorts
- Leggings
- Sleeveless Shirts or Blouses
- Denim jeans (Not Torn or Teared)
- Styled Shoes or Dress Sandals

Please refrain from wearing the following attire when dining in our "Bistro 19" or Bar Area.

- Athletic Headwear during dinner hours (5:30pm and after)
- T-Shirts of Any Kind
- Tank Tops
- Cargo Shorts or Cargo Pants
- Cutoff Jeans or Yoga Pants
- Flip Flops
- Swim Attire
- Sweats or Hoodies
- Pajama Pants and or slippers
-

Women's Terrace & Patio Area

Whether you are enjoying a Friday night with friends or stopping by for a cocktail, please observe that the following attire is acceptable attire to be worn on the Terrace or Back Patio Area.

- Athletic Headwear (bill forward)
- Tennis or Workout Shirts
- Collared or Mock Neck shirts
- Collared Camp Shirts
- Golf Specific Shorts or Pants along with Skirts or Skorts
- Cargo Shorts/Pants/Leggings
- Denim Jeans (Not Torn or Teared)
- Styled Shoes or Dress Sandals
- Flip Flops
- Athletic Shoes

- Soft Spike Golf Shoes

The Club does not allow the following attire to be worn on the Terrace or Patio Area.

- Swim Attire
- Pajama Outfits or Slippers
- Tank Tops / Halter Tops or Tube Tops with Bare Midriff
- Non-Tennis or Workout Shirts
- Sweats or Hoodies

Women's Fitness Facility & Locker Rooms

The Following attire is allowed at the Fitness Facility & Locker Rooms.

- Athletic Headwear (Bills Forward)
- All T-Shirts
- Sleeveless Tank Tops
- Collared or Mock Neck shirts
- Collared Camp Shirts
- Golf Specific Shorts
- Athletic Shorts
- Athletic Shoes
- Sweats and or Hoodies
- Yoga Pants or Leggings

For the safety and well-being of patrons using the fitness facility, we ask that the following attire not be worn while using any of the fitness equipment.

- Swim Attire
- Dress Sandals or Flip Flops (Open Toed Shoes of any Type)
- Slippers
- Cut Off Jeans

6.10 LOCKER ROOMS

(a) Lockers in the clubhouse may be rented by Members on an annual basis, pursuant to a locker rental agreement to be executed between the Member and the Club. Lockers, if available, are obtained by arrangement with the Club and are billed on the Member's statement.

(b) Members and their guests must change shoes and clothes in the locker rooms only. Changing of shoes or clothes in the parking lot is prohibited.

(c) Members specifically agree that the Owner of the Club, Club Management, and their agents and employees are hereby held harmless against, and are not responsible for, any losses, damages or claims which may arise from the Member's use of said lockers.

6.11 GRATUITIES

A 20% service charge is added to all food and beverage checks. Tipping of Club personnel is permitted when special or individual services are provided.

6.12 COMPLAINTS

Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a Member. Any complaints regarding service rendered by Club personnel must be made to the Manager. Depending upon the severity of the complaint, Club Management may require the Member to make the complaint in writing along with the complaining Member's signature. Members are requested to report misbehavior or violations of rules or laws

committed by employees, other Members or guests to the Manager, and all violations will be subject to appropriate disciplinary action.

6.13 PARKING

All Members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members drive and park their motor vehicles at the Club at their own risk. The Owner of the Club, Club Management and their employees and agents are hereby held harmless against and are not responsible for, any loss or damage to Member motor vehicles or any contents thereof while being driven or parked at the Club. Parking is permitted only in designated areas. Overnight parking is prohibited.

6.14 ANIMALS

With the exception of seeing eye dogs, pets or other animals are not permitted anywhere at the Club at any time, regardless of whether they are on leash or are attended.

ARTICLE VII GOLF

7.1 GENERAL

- (a) Golf rules, regulations, procedures, and policies may be established from time to time by Club Management and will be available in the pro shop. Such rules, regulations, procedures, and policies shall supplement these Rules.
- (b) Every player must wear golf shoes and must have a set of golf clubs and a golf bag. Golfers must carry their membership cards or guest identification while playing and must produce the same for inspection if requested.
- (c) 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 (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules.

7.2 STARTING

- (a) Subject to Subparagraph (b) below, golf play begins on the first tee of the golf course and then proceed directly to complete eighteen holes.
- (b) Club Management may direct players to begin play on a hole other than the first hole in order to accommodate a "shotgun start" or similar type of start.
- (c) All players that begin on a hole other than the first hole must check in with the pro shop before continuing on to the first tee of the first nine holes, so that the starter may control traffic on the course.
- (d) All players must register with the pro shop at least ten (10) minutes before commencing play, so that the starter may control traffic on the course.

7.3 WEEKDAY TEE RESERVATIONS

Tee reservations for golf on weekdays may be made pursuant to Club Management's posted or published policies.

7.4 WEEKEND AND HOLIDAY TEE RESERVATIONS

Tee reservations for golf on weekend days and holidays may be made pursuant to the Club's posted or published policies. Guest play will be limited pursuant to the Club's posted policy on guest play unless the Member has obtained prior approval from the Manager.

7.5 NON-RESERVATION PLAY

Players without reservations shall be assigned available tee times that have not been reserved.

7.6 DESIGNATED TEE TIMES

Club Management may, from time to time, designate tee times only for primary Members. These designated tee times will be published in the Club newsletter and posted at the Club.

7.7 PRACTICE

When practicing, members are to use the driving range and practice range only. Under no circumstance are the regular tees, greens or fairways to be used as practice areas. When playing the course, each player may have only one ball in play at all times, except when, pursuant to USGA Rules, a provisional ball is to be played.

7.8 PLAYING GROUPS

- (a) No more than four (4) players per group are permitted, unless prior approval has been obtained from the head golf professional.
- (b) In the case of groups with less than four players, the starter, at his discretion, may fill the group with other waiting players.

7.9 SLOW PLAY

If a playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The slow group of players or the group with the lost ball is then required to take positions on the course out of play and shall remain stationary until the invited group has played through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal so instructs.

7.10 ENFORCEMENT

Play on the course is governed by USGA Rules, with the exception of any local rules which take precedence when printed on the scorecard or posted. The golf professional or the course marshal are empowered to enforce all golf course rules. Violation of any golf rule may result in a fine and/or a disciplinary letter being written to the player by the Manager. Three such letters in the Member's file is grounds for immediate suspension of golfing privileges.

7.11 GOLF CARTS

- (a) Carts may be operated by anyone sixteen (16) years of age and older, providing that person has a valid driver's license.
- (b) Cart rental fees are mandatory unless waived by Club Management.
- (c) Privately owned carts are permitted on the Club premises only upon compliance with the requirements of Section 7.19 below.
- (d) Members are liable for any personal injury or property damage that results from the use of a cart owned or checked out in their name. Members are further liable for any damage to or loss of carts and must pay all repair costs necessitated by their use of a cart.

7.12 CART OPERATION

- (a) Carts are to carry no more than two (2) riders and two (2) golf bags at any time. Children under six (6) years of age are not permitted to ride on carts.
- (b) Drivers must read the operating instructions on the cart prior to usage and obey such instructions. No one is to operate a cart with a flat tire, or any other mechanical failure that is apparent or observed.
- (c) Carts are to be returned to the staging area. The Member who rents a cart will be fined if a cart is left in the parking lot or any other non designated area.

7.13 CART ROUTES

Cart Drivers shall follow route guidelines set by Club Management. Drivers must observe and obey all signs, stakes, roped off areas and other markers used to guide carts. Carts are not to be driven over sprinkler heads. Cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than ten (10) yards to any tee, green, bunker, or their respective shoulders.

7.14 MINOR PLAY

- (a) Minors must be certified as "A" players by the head golf professional in order to play without being accompanied by a Member parent or guardian.
- (b) No child under twelve (12) years of age is permitted to play the golf course unless accompanied by an adult, Member parent or guardian. Children under six (6) years of age are not permitted on the course at any time.
- (c) Golf play by Minors may be restricted to designated hours. Adults have priority over Minors at all times with regard to course availability, with the exception of Club Management sponsored Minor golf programs.

7.15 GUEST PLAY

- (a) No more than three (3) guests per Member are permitted at any time unless approved in advance by Club Management. Guest play may be modified from time to time pursuant to Club Management's posted or published policies.
- (b) All other rules governing guests' attendance and participation in Club activities apply to golf guest play.

7.16 SUPERVISION OF PLAY

The golf professional, acting under the supervision of the Manager, has responsibility for supervision and control of all matters relating to play on the golf course. The golf professional may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. Responsibility for such supervision may be delegated to starters or marshals.

7.17 REGISTRATION FOR PLAY

All members and their guests must register with the pro shop starters prior to using the golf course.

7.18 GOLF INSTRUCTION

Instruction in golf is offered under the supervision of the Club's golf professional. No charges will be assessed if a scheduled lesson is cancelled twenty four (24) hours or more in advance. If a Member cancels a lesson less than twenty-four (24) hours before the scheduled time of the lesson, or fails to appear for a scheduled lesson, the Member will be charged the lesson rate then in effect.

7.19 PRIVATELY OWNED CARTS

- (a) Privately owned carts may be used on the golf course at the Club only with the permission of Club Management and subject to such charges, rules and procedures as may be established. Club Management may limit the number of privately owned carts that it approves for use at the Club. Operators of privately owned golf carts must follow all rules prescribed for cart usage in Sections 7.11, 7.12 and 7.13. In addition, cart owners must sign and agree to be bound by the conditions contained in the Private Cart Agreement.
- (b) The Private Cart Agreement is entered into on a year to year basis and Club Management reserves the right to discontinue usage of private carts at the Club on the anniversary date of the Agreement without any liability or obligation to the owner of any private cart. The fee payable by owners of private carts is established by Club Management and may be changed on an annual basis.
- (c) The owner of a private golf cart must list Club Management as an additional insured under the owner's liability and property insurance policies, and upon request, shall provide a certificate of insurance.
- (d) Before a Member may operate a private cart at the Club, the Member must obtain Club Management's approval of the make, model, year and color of the golf cart to be purchased. Private carts must be maintained

to an acceptable level of appearance and operation and Club Management shall be the sole judge of a private cart's acceptability.

ARTICLE VIII TENNIS

8.1 RESERVATIONS

The tennis courts may be reserved 14 days before the desired court date and time. Maximum court time allotted for 1.5 hour, unless otherwise specified. Drop-in reservations are subject to availability and the conditions of the tennis courts.

- (a) If Club Management deems it in the best interest of the Club, it may reserve the use of any court for tournaments, exhibitions, special matches or any other appropriate purpose.
- (b) A Member may not make more than one (1) reservation a day.
- (c) Reservations for a court may be made no more than two (2) days in advance.
- (d) At the time of making a reservation, the Member must give the Club the names of all individuals who will be playing.
- (e) One (1) hour of court time is allowed for singles play and ninety (90) minutes of court time is allowed for doubles play.
- (f) If players fail to appear within ten (10) minutes of the reserved time, the court reservation will be forfeited.

8.2 UNRESERVED COURTS

Sign-ups for unreserved courts are taken on a first-come, first-served basis, with the exception that those Members who have not previously played that day have priority over Members who already have played.

8.3 WEEKEND AND HOLIDAY COURT USAGE

- (a) A Member must accompany a maximum of three (3) guests for doubles and one (1) guest for singles on any holiday, Saturday or Sunday.
- (b) To obtain a singles court on any holiday, Saturday, or Sunday, both players must be present and not currently playing on another court.
- (c) To obtain a doubles court on any holiday, Saturday, or Sunday, three (3) of the four (4) players must be present and not currently playing on another court.

8.4 INSTRUCTION

At Club Management's discretion, one (1) court will be used for private or semi-private lessons on weekdays and one (1) court will be used for private or semi-private lessons on weekends.

8.5 GUEST PLAY

Oakhurst Country Club member's guest must register with the tennis staff through ForeTees before proceeding onto a court for play. **There is a \$15.00 guest fee, per guest, per date, for each time they play at Oakhurst Country Club. The members must be present with their guest to use club privileges or permitted by the tennis staff. All guests must wear proper attire to play on the courts and must follow all Oakhurst Tennis Rules & Policies while they are a guest of Oakhurst CC tennis.

- (a) A Member having tennis privileges may sponsor a maximum of four (4) guests on any non holiday weekday. A Member having tennis privileges may sponsor and must accompany a maximum of three (3) guests for doubles and one (1) guest for singles on any weekend day or holiday.
- (b) A guest may play tennis only one (1) time per calendar month. Participation in member/guest tournaments and inter club team play competition will not apply toward the once a month limitation.
- (c) Fees are charged and must be paid before courts are used. All other rules governing guests' attendance and participation in Club activities also apply.

8.6 MINOR PLAY

Minors may not reserve courts. Use of the tennis facilities by minors may be restricted to designated hours. When a minor is playing with an adult, the rules governing adult play shall apply.

8.7 PROHIBITED ACTIVITIES

No food or beverages, other than water, are permitted on the courts. Glass containers are not allowed on the courts. All trash is to be placed in the containers provided. Smoking is prohibited on the courts and no game other than tennis may be played on the courts. Excessive noise, racquet throwing, and profanity will not be permitted at any time. Persons not playing tennis are to remain outside the fence for their own protection.

8.8 RULES AND ETIQUETTE OF PLAY

Members are required to familiarize themselves and their family and guests with the rules and etiquette of tennis as outlined in the United States Tennis Association (USTA) handbook. Failure to abide by USTA rules is considered a violation of these Rules. When players are on a court, match, or social play, please wait until play has come to a stop or the point is finished before passing behind the court. Walking behind the court while the point is in play can be distracting to players.

8.9 SUPERVISION OF PLAY

The tennis professional, acting under the supervision of the Manager, has responsibility for supervision and control of all matters relating to play on the tennis courts. The tennis professional may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. Responsibility for such supervision may be delegated.

8.10 REGISTRATION FOR PLAY

All members and their guests must register in the pro shop prior to using the tennis courts. Tennis players will be advised as to court assignments when they check in.

8.11 TENNIS INSTRUCTION

Instruction in tennis is offered under the supervision of the Club's tennis professional. No charges will be assessed if a scheduled lesson is cancelled twenty four (24) hours or more in advance. If a Member cancels a lesson less than twenty-four (24) hours before the scheduled time of the lesson, or fails to appear for a scheduled lesson, the Member will be charged the lesson rate then in effect.

Members are prohibited from bringing guests on property for any professional services, unless approved by club management.

8.12 GENERAL RULES AND POLICIES

- Proper tennis attire must be worn when playing tennis at Oakhurst Country Club.
- All members and guests must register with the tennis staff prior to playing on the tennis court.
- Members and guests are expected to keep noise to a minimum so as not to disturb other players and residence.
- Smoking is NOT permitted in restrooms, clubhouses, or tennis courts.
- Tennis play is dependent on weather conditions and the conditions of the court. Members play at their own risk and assume responsibility for any action on the court when playing against the recommendation of the tennis staff during unfavorable weather conditions.
- Bicycles, skateboards, and rollerblades are NOT permitted on the tennis court. Bicycles must be parked outside the tennis courts. No pets are allowed on the courts.
- The ethics and rules of tennis will always prevail. Common courtesy is expected of all players, as well as good sportsmanship.

Dress Code

- Proper tennis attire must always be worn while playing tennis.
- Tennis shoes must be worn while playing tennis. Running shoes are NOT permitted as they scuff the court and can cause damage and personal injury.
- Men and boys' attire: Tennis style shorts, shirts, warm-ups, and tennis shoes are acceptable. Not Permitted: Tanks tops, t-shirts, swimsuits, running shorts, jeans, cargo pants, street clothing, flip flops/sandals.
- Women and girls' attire: Tennis style tops, tank tops, t-shirts, tennis skirts, shorts, warm-ups, and tennis shoes are acceptable. Not Permitted: Swimsuits, jeans, street clothing, sandals/ open toe shoes.

ARTICLE IX SWIMMING POOL

9.1 POOL ACCESS

If Club Management deems it in the best interest of the Club, it may reserve the use of the swimming facilities for swim meets, exhibitions, special functions, or any other appropriate purpose. No person may enter the swimming pool area except when the pool is open for use according to the posted schedule or when a lifeguard is on duty. Persons who use the pool in the absence of a lifeguard do so at their own risk. Swimmers must leave the water upon request of a lifeguard.

9.2 REGISTRATION

All Members and guests must register before entering the swimming pool area. Guest fees will be charged for guests using the swimming pool area. Failure to register or to pay guest fees may result in loss of pool privileges and fines charged to the Member.

Members are prohibited from bringing guests on property for any professional services, unless approved by club management.

9.3 CHILDREN

- (a) All children under the age of twelve (12) years must be accompanied by a responsible adult at all times when in the pool area. Children under twelve (12) must remain in shallow water unless given permission by the lifeguard to enter deeper water.
- (b) No child under the age of eighteen (18) years may use the pool unless a lifeguard is on duty nor swim during the adult lap swim period.

9.4 ILLNESS, MEDICAL CONDITIONS

- (a) Persons are not permitted in the pool if they have a cold, cough, fever, infection of any kind, inflamed eye(s), skin rashes, or are wearing bandages.
- (b) Persons with physical or neurological disabilities, or a responsible adult accompanying that person, must advise the lifeguard of such conditions.

9.5 PROHIBITED ACTIVITIES

- (a) Running, wrestling, pushing, dunking, "rough housing" and towel snapping are not permitted anywhere in the pool area, including the locker rooms. No more than one (1) person is permitted on the diving board at any one time and persons must dive only off the front of the board. Diving is not permitted until after the previous diver has surfaced and moved to the side of the pool. Hanging on the diving board is not permitted.
- (b) Snorkels, fins, masks, kickboards, weights, children's pool toys and inflatable devices are not permitted in the pool unless permission is obtained from the pool manager.
- (c) Food and beverages may be consumed only in designated areas and may not be taken into the pool or on the pool deck. Glassware is not permitted anywhere in the pool area. Gum chewing is not permitted anywhere in the pool area. All trash is to be placed in the containers provided.

(d) Swimmers must shower to remove suntan oils or lotions before entering the pool. Locker room towels may not be taken into the pool area and lifeguards are instructed to confiscate all such property.

9.6 SWIMMING RULES

All persons using the swimming pool must abide by the pool safety rules as posted in the pool area.

- (a) Private pool- members and their guests only.
- (b) Swim at your own risk when no lifeguard is on duty.
- (c) No running, diving, pushing or unnecessary noise.
- (d) Glass containers are not permitted in the pool area.
- (e) No pets permitted in the pool area.
- (f) Children under the age of 7 must always be accompanied by an adult. Children under the age of 14 must be accompanied by an adult when no lifeguard is on duty.
- (g) Diapered people are not allowed in the pool.
- (h) When wet, slippers and towels must be used before entering the office/clubhouse.
- (i) Management reserves the right to deny use of the pool to anyone at any time.
- (j) All guests must be in proper swim attire.

9.7 SUPERVISION OF PLAY

The pool manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the swimming facilities. The pool manager may refuse privileges to anyone who, in his or her judgment, violates the swimming pool rules. Responsibility for such supervision may be delegated to lifeguards. All swimmers must register with the lifeguard before entering the pool.

ARTICLE X FOOD AND BEVERAGE

10.1 SERVICE HOURS

The service hours of the different food and beverage departments will be published in the Club's newsletter or posted at the Club.

10.2 MEMBER RESTRICTIONS

- (a) Members are not permitted in the kitchens or other "back of the house" areas.
- (b) Members may not bring food or beverages onto the Club that are not purchased at the Club unless the Member has obtained the prior permission of the Manager.

10.3 BANQUETS AND SPECIAL FUNCTIONS

- (a) The food and beverage manager should be contacted for information and reservations regarding banquets and special functions.
- (b) All reservations for banquets and special functions require a deposit payment. Deposits are required to reserve banquet space at the Club.
- (c) Available dates must be reserved as soon as possible but no later than fourteen (14) working days prior to the available date. Space will not be held for members or guests without deposits. All reservations will be given priority based upon the first in time to deliver to the Club a full deposit payment.
- (d) The number of guests attending must be guaranteed ten (10) working days before the function date.
- (e) The food and beverage staff will prepare three percent (3%) more than the guaranteed quantity in case of extra attendance. The hosting member is required to pay the costs for the guaranteed quantity as well as the cost of any additional service rendered above this quantity. Final head count and payment must be made in full in cash or by check no later than then 10-days of the function and may not be charged to a Member's account.

10.4 LIQUOR

Liquor law violations are not permitted at the Club. It is illegal for any person to bring alcoholic beverages into the Club for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club. Club Management employees may refuse to serve alcoholic beverages to any Member or guest who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

10.5 CANCELLATION POLICY

- (a) If necessary, Club Management reserves the right to cancel service or change reserved dates not less than thirty (30) days prior to the date of a reserved function. In the event of cancellation, one hundred percent (100%) of the room reservation deposit will be refunded.
- (b) Any Member who cancels a reservation more than one hundred eighty (180) days before the function date will receive a one hundred percent (100%) refund of the room reservation deposit. Any Member who cancels a reservation less than one hundred eighty (180) days before the function date shall forfeit all of his or her room reservation deposit. A Member must give notice of a cancellation in writing and no partial refunds are given for any reservations cancelled after the one hundred eighty (180) day cancellation deadline described above.
- (c) A Member who cancels a reservation less than three (3) days prior to the scheduled time of the event will be obligated to pay all costs of the event.

10.6 SUPERVISION OF FOOD AND BEVERAGE AREAS

The food and beverage manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the food and beverage department. The food and beverage manager may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules, etiquette or dress code. Responsibility for such supervision may be delegated.

ARTICLE XI FITNESS CENTER

11.1 Rules and Regulations

If Club Management deems it in the best interest of the Club, it may reserve the use of the fitness center or any part of the fitness center for special functions or other appropriate purposes. All persons must register at the fitness center front desk. Members must present their membership cards prior to use of the fitness center.

- (a) Fitness Center is open Daily from 5am – 11pm
- (b) The facility is available to Golf and Sport Oakhurst Country Club members.
- (c) All members using the Fitness Center do so at their own risk. Signed liability waiver must be on file for all members using the Fitness Center.
- (d) The Fitness Center is available to 16 and older members ONLY. Any 14- & 15-year-old members should be accompanied by their member parents. No 13-year-old and younger children are allowed at any time.
- (e) If a member is waiting to use fitness equipment, please limit the use by 30 minutes.
- (f) If while exercising, you feel faint or dizzy, please stop immediately. Never begin an exercise without consulting with your physician.
- (g) Family guests may use the facility when in the company of the member. No other guests are allowed. No same family guests are allowed more than 4 times a year. A guest fee will be charged \$10 to any member for any guests. Guests sign in will be on the honor system.
- (h) For members' safety, no leg weights or wrist weights may be worn during exercises unless supervised by a fitness instructor.
- (i) Pregnant women should not use the equipment that would severely elevate their core body temperature.
- (j) Smoking and alcoholic beverages are prohibited in the fitness center. No glass containers are allowed.
- (k) No horseplay, profanity, disruptive conduct, and indiscreet behavior is allowed. Not allowed: loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct, any conduct that harasses or bothers other members.

- (l) Personal audio devices and the use of headphones are advised not to disturb the other members.
- (m) Please do not use equipment if unfamiliar with its intended purposes.

11.2 USE OF FACILITIES

Exercise equipment must be used in accordance with any posted instructions and any directors of fitness center personnel.

Members are prohibited from bringing guests on property for any professional services, unless approved by club management.

11.3 ILLNESS, MEDICAL CONDITIONS

Persons with physical or neurological disabilities, or a responsible adult accompanying that person, must advise the on-duty fitness center personnel of such conditions.

11.4 MINORS

Minors under the age of sixteen (16) years are not allowed to use the fitness center unless accompanied by an adult.

11.5 PROHIBITED ACTIVITIES

- (a) Horseplay, profanity, disruptive conduct, smoking, and eating are strictly prohibited in the exercise areas of the fitness center.
- (b) Alcoholic beverages are not permitted in the fitness center except in areas designated by Club Management.
- (a) All jewelry and watches must be removed prior to exercising.

11.6 DRESS CODE

Appropriate exercise attire must be worn at all times in the fitness center, as may be determined from time to time by the fitness director. Shirts and shoes must be worn at all times in the exercise areas. Bathing suits must be worn in the jacuzzi, steam bath, and sauna. ***Reminder: Shirts must be always worn in the Gym.**

- (a) Please wear workout attire appropriate for a family-oriented club.
- (b) Please wear workout attire that is athletic, and shoes specifically designed for fitness.
- (c) Men are advised to wear T-shirts, gym shorts, warm up pants, socks, and sneakers. Women are advised to wear yoga pants/capris, warm up suits, T-shirts, athletic tank tops, appropriate shorts, socks, and sneakers.
- (d) Not allowed: sports bra only, street clothes, denim blue jeans, flip flops or sandals, cutoffs, clothing containing metal of any kind. No golf shoes with hard spikes. Men cannot workout topless at any time.

ARTICLE XII MISCELLANEOUS

12.1 BINDING EFFECT; INDEMNIFICATION

In consideration of the rights and privileges of membership, each Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules. Furthermore, each Member agrees to hold the Owner of the Club, Club Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Club Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules by the Member or his or her family or guests, any use of the Club by the Member or his or her family or guests, or any dispute arising in any manner from membership.

12.2 RELEASE AND DISCLAIMER

While using the Club or participating in Club events, whether at or off the Club, Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Owner of the Club, Club

Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Owner of the Club, Club Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner of the Club, Club Management, the Manager and their employees and agents and waives any cause of action which a Member, or anyone claiming by, or through said Member might now or hereafter have against said parties due to any injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

12.3 PERSONAL PROPERTY

Each Member and his or her family and guests are responsible for their own personal property. Club Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaims any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of without notice. No bailment is intended, nor created by the preceding sentence.

12.4 LIABILITY FOR DAMAGE OR INJURY

(a) Each Member is responsible for any damage to the Club or property caused by the Member, his or her family members, or guests, and such Member shall promptly reimburse Club Management for all costs and expenses incurred to repair or replace such damaged facility or property.

(b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Club Management shall be responsible for such injury or damage. In the event of such injury or damage, the Member shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.

(c) Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their conduct. Neither the Owner of the Club or Club Management shall be responsible for injuries which may result from errant balls or cart accidents or other conduct of persons using the golf course. In the event a Member causes such injury, the Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.

(b) Caution must be exercised at all times while wearing cleats.

12.5 RECOVERY OF DAMAGES OR DUES

If it is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Rules against a Member, the Member agrees he or she shall be responsible for all costs of collection, including without limitation reasonable attorneys' fees incurred and court costs.

12.6 NO AGENCY

No Member or any other person participating in the activities of any association or committee shall have the authority, express or implied, to act on behalf of or as an agent for the Owner of the Club, Club Management or Manager.

12.7 ASSOCIATIONS

Members, at their own election, may organize golf or social associations or committees. Club Management does not assume any responsibility, nor accept or incur any liability, for the activity of any such association or committee. No

rules or policies of such associations or committees may be contrary to or conflict with these Rules or the policies in place.

12.8 ENTIRE AGREEMENT; AMENDMENT

Each membership incorporates these Rules. The membership application form signed by each Member and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Club Management. These Rules may be modified, amended, changed, altered or repealed at any time at Club Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting at the Club.

12.9 NOTICE

(a) Any notice to be given by Club Management to a Member may be mailed or otherwise delivered to that Member at the address which the Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Club Management as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage prepaid, whether accepted or not.

(b) Any notice to be given by a Member to the Club may be mailed or otherwise delivered at that address listed in Section 1.1, or such other address as subsequently designate by notice delivered to the membership as provided for in this Section. Any notice to is effective upon its receipt.

12.10 WAIVER

No obligation of a Member shall be deemed to have been waived unless such waiver has been given in writing by Club Management. Club Management's failure to strictly enforce these Rules or to fail to act in the event of a breach by a Member of its obligations under these Rules shall not be construed as a waiver of a subsequent breach of the same or different obligation.

12.11 CUMULATIVE REMEDIES.

All remedies shall be cumulative and no one of them will be exclusive of the other. Club Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or an equity, whether or not stated in these rules.

12.12 CONVEYANCE OF OWNER'S OR CLUB MANAGEMENT'S INTEREST.

Owner and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules. Upon the conveyance, whether by assignment, sale or other form of transfer of Owner's or Club Management's interest in the Club and the operations thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

OAKHURST COUNTRY CLUB RECEIPT OF RULES AND REGULATIONS

No person is authorized at anytime to make any representations or to provide any information with regard to the Club, its organization and operation or the memberships which is not contained in these Rules and Regulations or the Application for Membership. If you receive any representation or information other than what is written in these documents it must not be relied upon as having been authorized by the Club. Please notify the Manager should you receive any such representations.

The undersigned acknowledges having received, read, and understood the April 18, 2024 Rules and Regulations of Oakhurst Country Club. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by Club Management from time to time.

