

THE CLUB AT SONTERRA 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 of enforcing these Rules and Regulations 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 Regulations and to cooperate with Club Management and staff in the enforcement of these Rules and Regulations.

These Rules and Regulations are effective June 2008 and are subject to change from time to time at the sole election of Club Management.

INDEX RULES AND REGULATIONS

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**ARTICLE I
DEFINITIONS AND APPLICATION**

1.1 THE CLUB

The "Club" refers to the facilities provided at The Club at Sonterra located at 901 Sonterra, San Antonio, Texas 78258. The "Owner" refers to WSG Club at Sonterra IV, LP, a Delaware limited partnership, the owner of The Club at Sonterra, and its affiliates, successors or assigns.

1.2 CLUB MANAGEMENT

"Club Management" refers to Century Golf Partners Management LP, a Texas limited partnership, affiliates, successors or assigns, which manages the Club. "Manager(s)" refers to the general managers of the Club. Club Management has authority over the affairs of the Club.

1.3 BOARD OF GOVERNORS

The Board of Governors (hereafter known as "BOG") is organized to communicate with the Owner and Club Management regarding the wishes and expectations of the membership. The BOG, comprised of volunteer Club Members, is commissioned by the Owner and Club Management to act in an advisory capacity and to exercise such powers and authority granted to it by Club Management from time to time. The Owner and Club Management shall have the final decision and authority on all matters concerning the ownership and operation of the Club, unless otherwise agreed to in writing by Owner and/or Club Management.

1.4 MEMBERSHIP

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

The Club at Sonterra 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, proprietary, prescriptive or easement rights or interests of any kind in land, the Club, the facilities, 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 in 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.

Membership may be subject to disciplinary action, including fines, suspension or revocation, in accordance with these Rules and Regulations.

Club Management shall have the right to add, issue, modify or discontinue any category or class of membership.

1.5 FEES, DUES, AND CHARGES

All Initiation Fees, Membership Deposits, transfer fees, dues, fines, miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined by Club Management. Club Management reserves the right to modify, change and add to these Initiation Fees, Membership Deposits, transfer fees, dues, fines and charges. Membership in good standing is always conditioned upon prompt payment in full of all Initiation Fees, Membership 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 Initiation Fees, dues, fines and charges in effect at any given time is available for review at the membership office.

1.6 INITIATION FEE / MEMBERSHIP DEPOSIT

- (a) All Applications for Membership must be accompanied by a nonrefundable, nontransferable fee in the amount periodically established by Club Management (the "Initiation Fee").
- (b) At Club Management's election, and as stated on the individual Member's Application for Membership, in lieu of a Member paying an Initiation Fee, the Member may have paid a "Membership Deposit" which shall be repaid solely and exclusively in accordance with the terms of the individual Application for Membership and, if applicable, Section 2.8 of these Rules and Regulations. Such amount shall be reduced by any portion of the Membership Deposit previously refunded and all amounts owed by the Member as of the date of such repayment of the Membership Deposit. Nothing contained in the previous sentence is intended, nor shall be understood, to allow a Member to credit any dues or charges owed by such Member against his or her Membership Deposit at any time. The Membership Deposit shall not be refundable in whole or part should the membership be terminated as a result of any violation of the Rules and Regulations. If a Member voluntarily elects to terminate his or her membership prior to the 30th year anniversary of the date on which the Member's Application for Membership received final approval, Club Management shall not be obligated to refund all or any portion of the Membership Deposit at any time prior to the 30-year anniversary date. The Member shall not be entitled to the payment of any interest on the Membership Deposit. Notwithstanding the foregoing, the Membership Deposit may be repaid by Club Management to the Member at any time, in whole or in part, without penalty or premium. The Member's right to receive the repayment of the Membership Deposit is not transferable or negotiable.

1.7 DEFINITION OF MEMBER AND MEMBER'S DEPENDENT(S)

For family memberships, membership entitles a Member, his or her spouse and all unmarried dependent children who are under the age of twenty-five (25) who are full-time students or who are under the age of twenty-one (21) and residing in the Member's residence use of the Club facilities as permitted by Member's category of membership, provided all applicable Initiation Fees, Membership Deposits, dues, fines, and charges are timely paid.

Upon written request, an unmarried Member may request the Club to authorize use of the Club's Facilities by a "significant other." A significant other is an unmarried person who is not related to the Member by blood, who is eligible to become the legal spouse of the Member under the current laws of the State of Texas who represents himself or herself as being in a personal couple relationship with the Member, and whose primary residential address is the same as the Member's. The application for significant other status shall require proof of the significant other's residence and any other information required by the Club. The Club may accept or reject, in its sole and absolute discretion, such request to extend use of the facilities by the significant other. Such use of the Club by an approved significant other shall be permitted without the payment of additional dues or guest fees and without regard to Club rules limiting the number of times a non-Member guest may use the Club's facilities. The holder of the membership shall be jointly responsible for any charges incurred by the

significant other at the Club. Ownership of the membership shall remain with the Member for all purposes. Members may not request a change in the designation of the significant other more than once every two (2) calendar years.

1.8 APPLICABILITY OF RULES AND REGULATIONS

These Rules and Regulations apply to all Members, Member's families, Member's guests and Designees named under Corporate Memberships.

1.9 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 during designated times, including non-member tournaments, banquets, weddings, private parties, and other functions.

ARTICLE II PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIP

2.1 FULL GOLF

This membership entitles the Member and his or her family as defined in Section 1.7(a) to all privileges of the golf facilities, tennis facilities, swimming facilities, fitness center, Kids Club and clubhouse.

2.2 NON-RESIDENT GOLF

This membership entitles the Member and his or her family as defined in Section 1.7(a) to all privileges of the golf facilities, tennis facilities, swimming facilities, fitness center, Kids Club and clubhouse. Non-Resident Golf Members must have their primary residence and principal place of business outside of a one hundred and fifty (150) mile radius of the Club. The Club reserves the right to reclassify the Non-Resident Golf Membership as a Full Golf Membership in the event (i) the Non-Resident Golf Member relocates his or her principal residence and/or primary place of business within a one hundred fifty (150) mile radius of the Club, or (ii) the Non-Resident Golf Member uses the golf facilities in a manner consistent with that of a typical or average Full Golf Member. In the event the Non-Resident Golf Membership is reclassified as a Full Golf Membership, the Member must begin paying the dues required for Full Golf Membership.

2.3 TENNIS

This membership entitles the member and his or her family as defined in Section 1.7(a) to all privileges of the tennis facilities, swimming facilities, fitness center, Kid's Club and clubhouse. Tennis members or their eligible family members may, upon payment of guest fees, use the golf facilities up to six (6) times a year but not to exceed once every two (2) months.

1. All golf tee times will be arranged / coordinated through the membership office. Golf fees will be "guest rate", and based on the time of day, day of the week, and holiday rates, as applicable.
2. A tennis member may **only** bring a business associate or other guest (to include house guests) to play golf, as the guest of a full golf member, who is playing in the same foursome. (The "guest(s) is/are the guest of the full golf member. This also requires coordination and cooperation with the membership office.)
3. All tennis dependents must play with the adult member in the same foursome. (Requires the coordination and cooperation of the membership office.)

4. Advance tee times for Tennis members will **not** be available between the hours of Friday 12:00 noon and Saturday 12:00 noon. Advance tee times will not be available until after 12:00 noon on Saturday. All other unoccupied regular tee times may be reserved by the membership office.

2.4 SOCIAL

This membership entitles the Member and his or her family as defined in Section 1.7(a) to all privileges of the swimming facilities, fitness center, Kids Club and clubhouse. Social Members and their eligible family members may, upon payment of guest fees, use the golf or tennis facilities up to four (4) times a year but not to exceed once every three (3) months, as the accompanied guest of a Member with golfing privileges.

2.5 JUNIOR EXECUTIVE GOLF

This membership is designed to encourage application from young business and professional people eighteen (18) to thirty-four (34) years of age, by making membership available to them at a special payment plan for the Initiation Fee. When a Junior Executive Golf Member reaches age thirty-five (35), in order to continue membership, the Member must pay the difference between any reduced Initiation Fee previously paid by the Member and the then-current Initiation Fee for Full Golf Membership. Full monthly dues shall be payable when a Junior Executive Golf Member reaches age thirty-five (35).

Certain Junior Executive Members may have paid a reduced Membership Deposit for their memberships. Such Members must pay the difference between the reduced Membership Deposit previously paid by the Member and the amount of the Membership Deposit for Full Golf Membership in affect at the time the membership was initially acquired in order to continue the membership beyond such Member's thirty-fifth (35th) birthday. If a Junior Executive Golf Member who paid a Membership Deposit resigns his or her membership prior to reaching age thirty-five (35), said Member shall not be eligible for a Reissuance Fee as specified in Section 2.8 (c).

2.6 CORPORATE

- (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 other business entity is actively engaged, the requirement that the corporation or 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 other business entity is formed and/or conducting business. If a corporation 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 an Initiation Fee or Membership Deposit.
- (b) The corporation or other business entity may designate up to five (5) 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 an Application for Membership, meet all of the eligibility requirements for membership, and must be approved for membership in the same manner as all other Members. The Designees must at all times be bona fide employees of the corporation or other business entity. The corporation or 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 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 another business entity.

2.7 PRIMARY PLAYING TIMES

Although a family membership provides privileges for a Member's spouse and dependent children, the Club may establish primary playing times when only the Member, as designated on the Application for Membership, will be entitled to use the golf facilities to better manage golf play during peak use periods.

2.8 TRANSFERABLE MEMBERSHIPS

Transferability. Certain memberships for which the Member paid a Membership Deposit are expressly designated as transferable memberships on the individual Applications for Membership ("Transferable Memberships"). Notwithstanding anything in these Rules and Regulations to the contrary, no membership shall be transferable unless the Membership Deposit for said membership has been paid in full. Any holder of a fully paid Transferable Membership in good standing may transfer such membership only in the manner set forth in this Section and elsewhere in these Rules and Regulations. No Member shall independently sell or transfer his or her membership.

No Advertising. No Member holding a Transferable Membership shall publicly advertise his or her membership for sale, or permit such advertisement.

Transfer Rights. A Member holding a Transferable Membership desiring to resign his or her membership shall notify Club Management in writing of such intention. Provided that the membership is in good standing, on active status, including the payment in full of any deferred portion of the Membership Deposit, Club Management shall place the membership on a list of resigned Transferable Memberships in order by resignation date. Members must remain in good standing, while on the resigned list, including the payment of all dues, fees and charges, in order to be eligible to receive the Reissuance Fee as provided herein. The Club shall reserve a portion of the Initiation Fees collected from the sale of each membership for paying refunds to Members holding Transferable Memberships. When sufficient funds are available, the Club will pay to the Member whose Transferable Membership is then at the top of the list the applicable refund amount specified in such Member's Application for Membership (the "Reissuance Fee"). The amount of the Reissuance Fee shall be fifty percent (50%) of the amount of the then current Initiation Fee established by Club Management for Full Golf Membership less such other charges, dues and other amounts as may be outstanding against such resigning Member. The Reissuance Fee shall further be reduced by any prior refund of the resigning Member's Membership Deposit. No Transferable Membership shall be sold or transferred except in the manner herein provided. No obligation is imposed upon Club Management to guarantee the sale or

reissuance of a Transferable Membership to any third party, or a repurchase by Club Management.

Assessments and Dues; Use of Rights and Privileges. A resigning Member holding a Transferable Membership shall be obligated to pay, on a timely basis, all applicable dues and other incurred charges until his or her Transferable Membership has been reissued in accordance with Section 2.8(c) unless the following exception applies. In the event a resigning Member holding a Transferable Membership has moved their primary residence beyond a one hundred fifty (150) mile radius of the Club, such Member shall be obligated to pay the dues applicable to the membership for a maximum period of six (6) months after the date of resignation. A resigning Member shall continue to have all rights and privileges in the Club for the applicable class of membership during the period that dues are being paid.

Miscellaneous. Notwithstanding anything contrary in this Section no resigning Member shall be entitled to payment of a Reissuance Fee unless and until such Member follows the procedures set forth in these Rules and Regulations. Further, there shall be deducted from the Reissuance Fee due to a resigning Member any, dues or any other charges of such Member which remain unpaid, including, without limitation, any amounts that have accrued between the effective date of resignation or termination and the date the resigning Member's membership is cancelled. After receipt by the resigning Member of the Reissuance Fee, the resigning Member shall no longer have any claim as a Member of the Club.

2.9 NONTRANSFERABLE MEMBERSHIPS

Except for the specific memberships designated on the individual Applications for Membership as Transferable Memberships, all other memberships are not transferable. Members with nontransferable memberships may resign their memberships at any time upon payment of all outstanding obligations, dues and other charges.

ARTICLE III MEMBERSHIP POLICIES

3.1 ELIGIBILITY

Membership in the Club is by invitation only. Memberships are 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.

A person qualified for membership shall become a Member after:

submitting a formal application in the form established by Club Management (the "Application for Membership"), including an agreement to abide at all times by the Rules and Regulations as then enacted or thereafter amended.

satisfactory completion of any period of provisional status that may be established.

formal approval of the Application for Membership by Club Management.

payment of, or satisfactory arrangement to pay, the Initiation Fee or Membership Deposit, as applicable, and any other initial fees and dues related to membership.

3.2 LEAVES OF ABSENCE

Leaves of absence are not permitted. There is no policy permitting inactive membership status.

3.3 RESIGNATION

A Member may resign at any time upon providing Club Management with thirty (30) days prior written notice, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to the Club have been settled. No refund or proration of any Initiation Fees, Membership Deposits, dues or other amounts will be made to any Member resigning from the Club. Resigning Members remain liable for all dues and charges accrued up to the Effective Date of their resignation. Resigning Members holding Transferable Memberships shall forfeit their right to Reissuance Fees unless said Members strictly comply with the transfer provisions set forth in Section 2.8.

3.4 TRANSFERS ON DEATH OR DIVORCE

With respect to a family membership, upon the death of the Member, the membership may be continued by the surviving spouse of the deceased Member without the payment of any additional Initiation Fee, Membership Deposit or transfer fee. Provided notice is provided to the Club within sixty (60) days after the Members' death, in the event the surviving spouse elects not to continue the membership, the surviving spouse shall not be required to pay dues, fees and other charges accruing after the Member's death and the decedent's membership shall terminate. Other than transfers of a membership to a Member's surviving spouse, the membership may not be transferred to any heir or other person named in a will or bequest, and the Member's estate shall have no interest in the membership.

In the event of a dissolution of the marriage of a Member, only one spouse shall retain the membership. The determination of which spouse will retain the membership shall be made by either personal agreement between spouses or judicial determination. Until such a determination is made, both spouses shall retain their existing respective rights to use the Club provided that both shall continue to be jointly and severally liable for dues, fees and other charges during said time period. Absent a valid court order, Club Management will not under any circumstances become involved in any domestic dispute regarding the ownership or privileges of membership and may rely on the Application for Membership to confirm ownership of the membership in the name of the person listed as "Applicant," "Member" or "Primary Member," as applicable.

3.5 REPURCHASE

Club Management reserves the right to terminate any membership for any reason it deems is in the best interest of the Club, by paying to the Member the then current Initiation Fee or Membership Deposit amount for Member's category of membership. This right of repurchase and buy-out may be exercised with or without the Member's permission and even if the Member is in good standing and has paid all outstanding dues and charges.

If Club Management elects to repurchase the membership of a Member who has outstanding dues or charges, the Club shall have the right to offset such dues or charges against the amount to be paid to said Member.

3.6 UPGRADES / DOWNGRADES IN MEMBERSHIP STATUS

Requests for upgrades 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 payment of applicable increases in Initiation Fees or Membership Deposits, and dues and other fees, and the availability of a membership in the requested category. Subject to availability, Members shall be permitted to downgrade their membership category once during the life of the membership upon written request to the Club, which must be submitted to the Club with a minimum of thirty (30) days notice. Unless a special upgrade offer applies, once a Member has downgraded, he or she shall not be permitted to upgrade his or her membership until twelve

(12) months have passed, and the upgrade will be effective only after the Member has paid all dues which he or she would have paid during the period of downgrade had the membership not been downgraded.

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 Application for Membership and may confirm ownership of that membership in the name of the person listed as the Member on the Application for Membership. 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 is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 13.1.

ARTICLE IV PAYMENT OF DUES AND CHARGES

4.1 STATEMENTS AND PAYMENTS

Monthly statements are prepared on the last day of each month and normally mailed within two (2) to three (3) working days thereafter. Payment is due and must be received (not merely postmarked) by the twenty-fifth (25th) of the following month. Outstanding account balances not timely paid each month will incur a minimum late fee of \$25.00 per month, or 1.5% per month, whichever is greater. In addition, the Club may assess a late charge of five percent (5%) of the payment due, up to a maximum of Fifteen Dollars (\$15.00), if the account balance remains unpaid for ten (10) days or more after the due date. 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 may elect to have their dues and charges charged directly to a credit card. Club Management may, at its election, require all Members to keep an active major credit card number and billing information on file together with an authorization for Club Management to bill to such credit card for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2(b).

4.2 PAST DUE, DELINQUENCY AND REVOCATION

30-Days Past Due. Members whose accounts become thirty (30) days past due will be notified by mail and/or telephone that their charging privileges have been suspended.

60 Days Past Due. Members whose accounts become sixty (60) days past due will be notified by Certified Mail, Return Receipt Requested, and/or telephone that their membership privileges will be suspended if payment is not received within ten (10) days. The names of those delinquent will be prominently posted at the Club. 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.

90 Days Past Due. Members whose accounts are more than ninety (90) days delinquent will be notified by Certified Mail, Return Receipt Requested, and telephone that their membership privileges have been suspended and their membership will be revoked and forfeited to Club Management if payment is not received within ten (10) days. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness. Any Member whose membership has been revoked shall forfeit rights to Reissuance Fees under Section 2.8. 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.

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. Any Member whose membership has been revoked shall forfeit his or her right to Reissuance Fees under Section 2.8.

4.3 RETURNED CHECKS

Members who have checks returned from the bank for insufficient funds or any other reason shall be charged an additional collection fee of Thirty Five Dollars (\$35.00) 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 within thirty (30) days of the statement in question. 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 Membership Deposit.

4.5 FOOD CHARGES

Food and beverage charges are subject to a service charge and to applicable sales tax. A minimum quarterly spending requirement for food and beverage service at the Club may be imposed for all membership classifications.

ARTICLE V INFRACTIONS AND DISCIPLINE

5.1 VIOLATIONS

If a Member, or a Member's family or guest violates these Rules and Regulations, the Member is subject to disciplinary action, including suspension and/or immediate revocation of membership. Any Member found to be in violation of the Rules and Regulations 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 at Club Management's sole discretion. Members are requested to report misbehavior or violations of these Rules and Regulations committed by other Members, or family, guests or employees of the Club to the Manager(s) in writing.

5.2 NOTIFICATION OF VIOLATIONS

If a Member or a Member's family or guest commits a Rules and Regulations violation, Club Management shall prepare a written notice within ten (10) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established, if any. The notice will be mailed or hand delivered to the responsible Member.

For serious infractions by a Member, family or guest, the notification will state the disciplinary action taken, which may include the suspension of the usage privileges of the person committing the infraction, the suspension of the membership, or the revocation of the membership. The determination of whether an infraction is serious enough to result in the suspension of usage privileges, or the suspension or revocation of the membership, shall be made by Club Management in its sole discretion.

For minor violations of the Rules and Regulations by a Member, family or guest, such as violations of golf play or golf cart usage rules, persons shall generally be given a series of disciplinary warnings before usage privileges are suspended, or a membership is suspended

or revoked. The notice of a first minor violation by a Member, family or guest may be mailed or hand delivered to the responsible Member. The notices of a second or third minor violation shall be sent by certified mail, return receipt requested, and regular mail. In the event the same Member, family or guest commits a minor rule violation for a third or subsequent time, the notification will state the disciplinary action taken, which may include the suspension of the usage privileges of the person committing the infraction, the suspension of the membership, or the revocation of the membership pursuant to Section 5.4(e).

A copy of each written notification of an infraction will be placed in the Member's file and a copy will be sent to the Policy Committee.

5.3 SUSPENSION

Club Management shall at all times have the absolute right to suspend for a definite or indefinite time the membership privileges of any Member when the Member, or the Member's family or guest(s) has violated any rule, regulation or policy established by the Club and set forth in these Rules and Regulations.

A suspended Member shall be required to pay monthly dues during the period of suspension. The 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.

5.4 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:

Commission of any felony or misdemeanor theft at the Club.

Ninety (90) day delinquency or frequent delinquency, as defined in Section 4.2.

Willful destruction of Club property, or the property of a Member, family, guest or Club personnel.

Physical or verbal abuse of any Club personnel, Member, family or guest.

Continued and repeated violations of these Rules and Regulations.

Conduct injurious to the reputation of the Club or its Members, family or guests.

Conduct that seriously detracts from Club Management's absolute right to manage the Club and preserve its financial integrity.

Following a suspension:

- (i) If a Member or a Member's family or guest again violates the rule or policy that led to the previous suspension within twelve (12) months of the original infraction.
- (ii) If the Member or a Member's family or guest violates any of these Rules and Regulations that would result in a suspension within twelve (12) months of the original infraction.

The filing of a bankruptcy petition involving a Member or spouse.

5.5 PROCEDURE FOR REVOCATION

Club Management will prepare a written notice of revocation which shall be delivered by Certified Mail, Return Receipt Requested, and regular mail to the terminated Member. A copy of the notice of revocation will be sent to the Policy Committee. Upon revocation, all past Initiation Fees, 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 2.8.

5.6 HEARING

A Member whose membership is suspended or revoked due to violation of the Rules and Regulations may request a Review Hearing to be held before the Manager(s). The request for the Review Hearing must be in writing and received by Club Management not more than fifteen (15) days following the date of the suspension or revocation notification letter.

A Review Hearing will be conducted within thirty (30) days from the date the Member's written request for the Hearing is received by Club Management. The Member may attend in person or by an appointed representative. If the Member elects not to attend the Hearing, he must notify Club Management of his appointed representative. Following the Hearing, the Club Manager(s) will make a decision that will be final and binding. The result of the Hearing will be sent to the Policy Committee.

ARTICLE VI HOUSE AND GROUND 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 special events. The clubhouse may be closed to Members every Monday, except on recognized holidays which fall on Monday and except for special events. The entire Club, including the golf course, tennis courts, swimming and fitness center facilities will be closed on December 25th. The schedule of operation is also subject to change due to adverse 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

Each Member will be issued a membership card. For family memberships, a membership card will also be issued to the Member's spouse, and upon request, membership cards will also be issued to the Member's dependent children.

Presentation of the membership card may be required for purchases and activities 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.

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.

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

A guest is defined as a person(s) who has no membership or affiliation with The Club at Sonterra. Members may bring guests to the Club at designated times. Member's guests are subject to the Club's Rules and Regulations and policies as established by Club Management. Guests are required to register at every facility before participating in activities. Guest fees will be charged prior to participation. Guests are limited to six (6) visits per year to the golf facilities, swimming pool or the fitness center with a maximum of one visit every two months. Tennis guests are limited to twelve (12) visits a year with a maximum of one visit every month. Members are responsible for the conduct of, all obligations and debts incurred by and any damage or rule infraction caused by their guests. Guests playing golf or tennis, or visiting the fitness center or swimming pool, must be in the company of their host Member or family Member at all times unless otherwise approved by Club Management, in its sole discretion. A driver's license or other proper photo identification may be required of all guests. Club Management, in its sole discretion, may deny guest privileges to any individual.

6.6 HOUSE GUEST POLICY

Certain guests of a Member may be considered "house guests" if (i) their primary residence and principal place of business are outside of a one hundred and fifty (150) mile radius of the Club, and (ii) they are staying in the Member's home. House guests may use the Club facilities in the same manner as any guest of the Member, except that house guests are not subject to the limitation on the number of golf rounds or tennis matches that may be played per month or year. A person may be designated as a "house guest" of a Member for up to two 2-week periods per calendar year. A house guest pass must be obtained at the appropriate check in area prior to Club usage. A driver's license or other proper photo identification may be required of all house guests.

6.7 MEMBER'S FAMILY AND CHILDREN

For the purpose of these Rules and Regulations, a Member's family is defined as the Member's spouse and any unmarried dependent child, under the age of twenty-five (25) years, who is a full-time student, or who is under the age of twenty-one (21) years and residing in the Member's residence as stated in Section 1.7.

Members are directly responsible for the actions of their family members. In the event of violations of these Rules and Regulations or other policies, restrictions may be imposed on the Member or the particular family member in the use of any area of the Club.

Alcoholic beverages may not be sold to any person under the age of twenty-one (21). No person under the age of twenty-one (21) years is permitted in bar lounges or cardrooms unless accompanied by an adult.

Use of the various Club facilities by children may be restricted as described below:

General: Children under the age of twelve (12) years entering the Club must be accompanied and supervised by an adult Member at all times, except when properly qualified and enrolled in a junior program.

Golf: See Section 7.10.

Swimming Pool: See Section 9.6.

Fitness Center: See Section 10.7.

Use of the Club facilities by children may be limited or restricted as designated by Club Management.

6.8 PROPER CONDUCT

Members are to conduct themselves in a manner which will not interfere with the enjoyment of other Members or any Club guest. Obnoxious or abusive language and rude or boisterous behavior is prohibited. Cameras, including cell phone cameras, are prohibited in the bathroom and locker room areas.

6.9 REPORTING INJURIES AND PROPERTY DAMAGE

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

6.10 DRESS CODE

The Club At Sonterra has adopted a dress code that will adapt to today's more casual living but also is consistent with the expectations of dress at a fine country club. It is the responsibility of each member to be aware of the Sonterra dress code and to inform his/her family and guests prior to their arrival at the club. Management and staff shall have the authority to decide if dress meets the intentions and specifics of the dress code. Violations will be reported to the Policy Committee and may result in disciplinary action.

The Club At Sonterra requires that all outside events/bookings, golf tournaments, tennis tournaments and other special events must comply with the Sonterra dress code. Theme parties and events will be allowed at the discretion of Club Management. Management will provide all event sponsors with the Sonterra dress code and will direct sponsors to inform their guests and participants. Event sponsors will be held responsible for infractions of the dress code by their guests. Repeated violations will result in disciplinary action for the member.

I) ITEMS NOT PERMITTED IN THE MAIN CLUBHOUSE AT ANY TIME:

- *Concert, novelty, slogan or offensive T-shirts*
- *T-shirts meant to be worn as undergarments*
- *Torn or ragged clothing*
- *Work-out attire (permitted in Fitness Center, Sports Grill & Mixed Grill)*
- *Swim suits & cover-ups (permitted in Fitness Center & Sports Grill)*
- *Midriffs (anything that shows the stomach)*
- *Men's tank tops or muscle shirts*
- *Short shorts/Coaches shorts or Denim Cutoff Shorts*
- *Denim (so called "blue jeans") not allowed after 5:00 PM in Lounge, Dining Rooms and Main Clubhouse*
- *Cargo pants and Cargo shorts*
- *Gentlemen must remove caps, hats & visors*

II) SPORTS GRILL

The Sports Grill is a more casual area of dining convenient for members using the Tennis, Fitness & Pool areas. Items **NOT** allowed are:

- *Wet Swim Suits or Wet Cover-ups*
- *T-Shirts meant to be worn as undergarments*
- *Torn or ragged clothing*

III) **19TH HOLE MIXED GRILL/PATIO**

The Mixed Grill/Patio is an area of casual dining convenient to all members but more relaxed than the Main Clubhouse. Neat and presentable denim and jeans are allowed during hours of operation. Items **NOT** allowed are:

- *T- Shirts meant to be worn as undergarments*
- *Torn or ragged clothes*
- *Swim Suits & Cover ups*
- *Men's tank tops & muscle shirts*
- *Midriffs*

IV) **MAIN CLUBHOUSE**

The main clubhouse is an area designed to offer the member both a “resort casual” dining experience and a more formal dining venue.

a) The **Main Lounge & Terrace Room** are “resort casual” dining areas. This includes appropriate golf attire, golf length shorts, golf shirts, and “mock” collared shirts. Neat and presentable denim (so called “blue jeans”) is allowed prior to 5:00 PM. Items **NOT** allowed are:

- *Items prohibited in the main clubhouse (see list above)*
- *Beach/Pool Sandals*
- *Tennis attire after 5:00 PM*
- *Gentlemen must remove caps, hats & visors*

b) The ***Horizon & Director's Room** are more formal dining areas and members are required to dress in a manner commensurate with “dressy business casual”. Gentlemen should be attired in dress slacks and a collared shirt or dressy non-collared shirts at a minimum. Dresses, skirts of appropriate length, and/or slacks with an appropriate top are required for ladies. Appropriate shoes for “dressy business attire” are required. Items **NOT** allowed are:

- *Items prohibited in the main clubhouse*
- *Golf attire after 5:00 PM*
- *Shorts of any kind after 5:00 PM*
- *Denim (so called “blue jeans” material) of any kind after 5:00 PM*
- *Beach/Pool Sandals*
- *Tennis Attire after 5:00 PM*

**Note: The specific dining room may change due to the Club booking private events; however, there will always be a designated area for both resort casual and formal dining.*

c) **SUNDAY BRUNCH & SPECIAL EVENT BUFFETS**

As these events are considered special occasions it is requested that membership dress in a manner appropriate for the more formal dining experience. Gentlemen should be attired in dress slacks and a collared shirt or dressy non-collared shirts at a minimum. Dresses, skirts of appropriate length, and/or slacks with an appropriate top are required for ladies. Appropriate shoes for “dressy business attire” are required. Items **NOT** allowed are:

- *Items prohibited in the main clubhouse*
- *Golf attire*
- *Shorts of any kind*
- *Denim (so called “blue jeans” material) of any kind*
- *Beach/Pool Sandals*
- *Tennis Attire*

V) **GOLF COURSE**

Proper golf attire and appropriate non-metal golf spike footwear are required on the golf courses, driving range and practice areas. Gentlemen are required to wear collared shirts or “mock” collared shirts, slacks or golf length shorts. Ladies shall wear appropriate golf slacks, shorts or golf attire. Ladies shirts must have either a collar or sleeves, or be attire specifically made for golf. Proper golf attire is that which is designed specifically for golf. Midriff, backless attire, tank tops and short shorts are not permitted. Items **NOT** allowed are:

- *Cargo pants & shorts*
- *Denim (so called “blue jean” material) of any kind*
- *Workout clothes*
- *Torn or ragged clothes*
- *T- Shirts*
- *Tennis attire*
- *Swim attire*
- *Coaches Shorts*
- *Short Shorts*

VI) **TENNIS CENTER**

Proper tennis attire is required and consists of proper tennis shoes and tennis clothing. Proper tennis attire is that which is designed specifically for tennis. Gentlemen must wear shirts with sleeves. Warm-ups and sweat shirts are allowed in colder weather. Items **NOT** allowed are:

- *Black soled shoes other than those specifically manufactured for tennis*
- *No denim (so called “blue jean” material) cut-offs*
- *Swim wear*
- *Work out tops*

VII) **FITNESS CENTER**

Appropriate exercise attire is required at all times. Shirts must be worn at all times as well as proper athletic footwear. Items **NOT** allowed are:

- *Beach/pool sandals while using exercise equipment*
- *Torn or ragged clothing*
- *T shirts meant to be worn as undergarments*

VIII) **POOL AREA**

Appropriate swimming attire is required. Persons in swimming attire are requested to remain in the pool and locker room areas. Babies are required to wear plastic pants or diapers made specifically for swimming. Swimming attire with cover-ups are allowed in the Sports Grill to order food & beverages however you may not sit at the tables in wet swimming attire. Items **NOT** allowed are:

- *Cutoff jean shorts*
- *Thong style swim suits*
- *Hairpins in the water*

The Club At Sonterra would like to urge all parents to keep our “Little Members” within our Dress Code guidelines. All children should comply with the Sonterra dress code.

6.11 LOCKER ROOMS

- (a) Lockers may be rented by Members and Member’s families on a monthly 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 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 or Member's family and/or guests use of said lockers.

6.12 GRATUITIES

A service charge is added to all food and beverage checks. Additional gratuities to Club personnel are permitted when special or individual services are provided.

6.13 COMPLAINTS

Club personnel are to be treated in a courteous and considerate manner. Club personnel are not to be reprimanded in any way by a Member or a family member or guest. Abusive language or rude or boisterous behavior is strictly prohibited toward Club personnel. Any complaints regarding service rendered by Club personnel must be made to the appropriate Manager(s). 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 and Regulations or laws committed by Club personnel, other Members, family members or guests to the Manager(s). All violations will be subject to appropriate disciplinary action.

6.14 PARKING

Members, family and guests must drive and park motor vehicles in accordance with applicable laws and posted regulations. Members and their family and guests drive and park their motor vehicles at the Club at their own risk. The Owner of the Club, Club Management and their personnel and agents are hereby held harmless against and are not responsible for, any loss or damage to Member's or their family's or guests' 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.

The main gate at Stone Oak Parkway and Sonterra Boulevard and the gated entrance to the Club have permanent gates. The gates are laser tag activated for Members only. All Members are required to use the automated gate lanes. Guests will be granted access through the left lanes by security personnel.

Laser tags are available through the outside services staff at the bag drop area. Requirements for having the laser tag installed are a valid driver's license and a Club Member card/number. Children of a Member will be required to show proof of permanent address.

6.15 ANIMALS

With the exception of seeing-eye or service 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

Play on the golf courses is governed by United States Golf Association (USGA) Rules, with the exception of any local rules, which take precedence when printed on a scorecard or posted. Additional rules, regulations, procedures, and policies may be established by Club Management and will be available in the Pro Shop. Such rules, regulations, procedures, and policies shall supplement these Rules and Regulations.

The Director of Golf (or his or her designated personnel), acting under the supervision of the Club Manager(s), has responsibility for all matters relating to play on the golf courses.

The Director of Golf may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. The Director of Golf, Pro Shop personnel and the course marshals are empowered to enforce all golf course Rules and Regulations. A violation of any golf rule may result in a fine and/or a violation letter written to the Member by the Club Manager(s).

Members are required to familiarize themselves, their families 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 and Regulations.

Every player must have a set of golf clubs and a golf bag.

Every player must present their membership card or guest identification if requested.

Players can only have one ball in play while on the golf courses except when pursuant to USGA Rules a provisional ball is to be played.

7.2 TEE RESERVATIONS

Tee reservations for golf may be made up to five (5) days in advance. Tee times are taken at the Pro Shop on a phone basis only beginning at 7:30 AM on weekdays and 7:00 AM on Saturday, Sunday and Holidays. Walk in tee reservations will be taken fifteen (15) minutes after phone reservations have begun. A Member may request up to two (2) tee times for the same day. A Member failing to appear or cancel on or before the day of their tee time resulting in an unused tee time will not be allowed to secure a tee time for the same day of the following week. The schedule for securing tee reservations is as follows:

7:30 AM Tuesday for Saturday tee times	Walk ins accepted at 7:45
7:30 AM Wednesday for Sunday tee times	Walk ins accepted at 7:45
7:30 AM Thursday for Tuesday & Holidays/Monday tee times	Walk ins accepted at 7:45
7:30 AM Friday for Wednesday tee times	Walk ins accepted at 7:45
7:00 AM Saturday for Thursday tee times	Walk ins accepted at 7:15
7:00 AM Sunday for Friday tee times	Walk ins accepted at 7:15

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

7.3 PLAYING GROUPS

No more than five (5) players per group are permitted, unless prior approval has been obtained from the Director of Golf. All five players must ride (no walkers are allowed in fivesomes). Fivesomes will be allowed on weekends and holidays if the pace of play is maintained. Marshals will monitor fivesomes pace of play. The Marshals shall move the faster groups through or have the slower groups advance to the next hole.

In the case of groups with fewer than four players, the Pro Shop personnel or the starter, at their discretion, may fill the group with waiting players.

7.4 GUEST PLAY

Guests are limited to six (6) visits per year for golf play with a maximum of one (1) visit every two months. Participation in member/guest tournaments and inter-club team competition will not apply toward the every two months limitation.

No more than three (3) guests per Member are permitted at any time unless approved in advance by Club Management.

Guest fees will be charged at the Pro Shop prior to play. Failure to register or pay guest fees may result in a violation or loss of golf privileges.

House guests of a Member as defined in Section 6.6 are not subject to the six (6) visits per year for golf play limitation.

7.5 GOLF DRESS CODE

Golf shoes are required of every player. (Note the Club's policy requiring spikeless golf shoes.) Men's shirts must have collars or mock turtle neck collars. Golf shirts must be worn at all times on the property and in all buildings. Men's shorts must be of Bermuda length or style specifically designed for golf. Women are not required to wear collared shirts. Women's shorts must be of Bermuda length or a style specifically designed for golf. All the following types of clothing are prohibited throughout the golf facilities (Pro Shop, driving range, practice facilities and golf courses): no blue jean materials (so-called "denim") of all types and designs; short shorts, cutoffs, running shorts; coaches' shorts; tennis-length skirts; t-shirts; tank tops and work out sweat suits. Members are responsible for their family and guests conforming to the Dress Code. The Manager(s) or The Director of Golf shall have the discretion to determine appropriate golf attire.

7.6 REGISTRATION FOR PLAY

Members, family and guests are required to register at Pro Shop prior to play. A driver's license or other proper photo identification may be requested of all guests.

Golf play is to begin on the first tee of the first nine holes and then proceed to the tenth tee to complete eighteen holes.

Club Management may direct players to begin play on the second nine holes and thereafter play the first nine holes. Players may also be directed to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start.

Players that begin on a hole other than the first hole must check with the starter before continuing on to the first tee of the first nine holes.

7.7 DRIVING RANGE AND PRACTICE

The driving range opens one-half hour before the first tee time and closes one hour before sundown. The last balls will be issued one hour prior to closing to allow the staff adequate time to pick up, clean and store the balls before nightfall. Members, family and guests are to use the driving range and the practice greens exclusively for practice. There will be no practice allowed on the tees, greens or fairways of the golf courses. The golf pros and their designees are exempt from this policy while conducting playing lessons.

7.8 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 or the Marshal may request that the group pick up their balls and proceed forward to the next hole or designated areas. 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 any time the course marshal so instructs.

7.9 PROHIBITED ACTIVITIES

- (a) Cameras, including cell phone cameras, are prohibited in the restrooms and locker rooms.
- (b) Children three (3) years of age and older are not permitted in opposite sex locker room areas even if supervised.

7.10 GOLF PLAY BY CHILDREN

Children under the age of sixteen (16) years must be certified by the Director of Golf in order to play or practice without being accompanied by a Member. Children may play or practice with a Member or responsible adult at any time.

Children under six (6) years of age are not permitted on the courses or practice areas at any time unless a signed release form is obtained by the Pro Shop from the parent(s) or guardian(s).

Children using the golf facilities as part of an authorized school activity must be closely supervised by responsible school coaches at all times.

7.11 GOLF INSTRUCTION

Instruction in golf is offered under the supervision of the Director of Golf. If a Member or family member cancels twenty-four (24) hours in advance of a scheduled lesson, no charges will be assessed. If a Member or family 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, family or guests are not permitted to bring a golf instructor from outside the Club for instructional purposes.

7.12 GOLF CARTS – CLUB OWNED

Carts may be operated by anyone sixteen (16) years of age and older, providing that person has a valid driver's license.

Cart rental fees are mandatory unless waived by Club Management. Riding with a Member who has a private cart and pays a trail fee does not relieve the Member from paying the applicable cart fee.

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, a family member's name or a guest's 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.

Carts are to be returned to the staging area, checked in and the keys returned to the staging personnel.

7.13 GOLF CARTS-PRIVATELY OWNED

Private carts are limited to the first 200 carts. Privately owned carts may be used on the golf courses at the Club only with the permission of Club Management and subject to such charges, rules and procedures as may be established. Privately owned cart owners are subject to the "Resolution of the Board of Directors of the Sonterra Property Owners Association, Inc." granting the revocable right to the use of golf carts on the private streets and cart paths of certain subdivisions within Sonterra. Operators of privately owned golf carts must follow all Rules and Regulations prescribed for cart usage. In addition, cart owners must sign and agree to be bound by the conditions contained in the Private Cart Agreement. The

“Resolution of the Board of Directors of the Sonterra Property Owners Association, Inc.” is available from Club Management upon request.

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 Private Cart Agreement without any liability or obligation to the owner of any private cart. The trail fee payable by owners of private carts is established by Club Management and may be changed on an annual basis.

The owner of a private golf cart must list The Club at Sonterra as an additional insured under the owner's liability and property insurance policies, and upon request, shall provide a Certificate of Insurance.

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 used. 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.

Privately owned golf cart owners are subject to all limitations and rules in the “Resolution.” Privately owned golf cart owners and all members of the owner’s family and guests must be familiar with the limitation and rules. These limitation and rules include, but are not limited to the following:

All privately owned golf carts for which a trail fee has been paid to the Club will display a permanently attached decal issued by the Club on the lower left corner of the windshield.

All privately owned golf carts for which a trail fee has not been paid to the Club will display a permanently attached decal issued by the Sonterra Property Owners Association, Inc. on the lower left corner of the windshield.

All privately owned golf carts being used while not playing golf, whether going to or from the Club or being used for other purposes, will use the private streets of the Sonterra Property Owners Association, Inc. and will not use the cart paths of the golf course. A map illustrating routes from each Sonterra subdivision to the Club is available from Club Management.

It is the responsibility of the private golf cart operator to ensure that any gate the golf cart operator uses is secured after passing through.

The cart paths and gates are to be used only for golf cart access. Other pedestrian traffic, walker, bicycles, skate boards, roller blades, etc. are prohibited.

Any violation of the above rules may cause penalties as described in the “Resolution.”

All private cart owners are encouraged to double up with other members as much as possible to limit excessive cart traffic on the golf courses. Trail fee Members will not be charged a cart fee if they double up with other members in an effort to reduce cart traffic.

7.14 CART OPERATION-CLUB OR PRIVATELY OWNED

Carts are to carry no more than two (2) individuals and two (2) golf bags at any time unless the cart is designed for four (4) individuals and/or four (4) bags. Children under six (6) years of age are not permitted to ride on carts unless the Club has obtained a signed release from the parent(s) or guardian(s).

Walkers are not allowed to ride or “hang on” a cart at any time. Starters are not allowed to drive walkers at any time.

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.

Pull carts are permitted on the Canyon Creek course only.

7.15 CART ROUTES-CLUB OR PRIVATELY OWNED

Carts are always to be driven on the cart paths. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide carts. When necessary, carts may be driven to the golf ball only on a ninety degree (90°) angle from the cart path. Carts are not to be driven over sprinkler heads. Cart drivers are to avoid areas that are newly planted, wet or under repair. Carts should not approach any tee, green, green-side bunker or their respective shoulders closer than thirty (30) yards. Carts are to remain on cart paths within thirty (30) yards of any tee or green.

The only times golf carts are permitted to travel against the flow of play are:

After hitting out-of-bounds and returning to the tee.

Picking up a forgotten club.

Medical emergency.

Storm/lightning conditions.

Under the above conditions, it is the driver’s responsibility to make sure that no players are hitting toward the cart going against the flow of play.

ARTICLE VIII TENNIS

8.1 GENERAL

Play on the tennis courts is governed by United States Tennis Association (USTA) Rules, with the exception of any local rules which take precedence when printed or posted. Such rules, regulations, procedures and policies shall supplement these Rules and Regulations.

The Director of Tennis (or his or her designated personnel), acting under the supervision of the Club Manager(s), has responsibility for all matters relating to play on the tennis courts. The Director of Tennis may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. A violation of a tennis rule may result in a fine and/or a violation letter written to the Member by the Club Manager(s).

Members are required to familiarize themselves, their families and their guests with the rules and etiquette of tennis as outlined in the United States Tennis Association (USTA) handbook. Failure to abide by the USTA rules is considered a violation of these Rules and Regulations.

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.

8.2 COURT RESERVATIONS

Reservations for a court may be made no more than two (2) days in advance.

At the time of making a reservation, the Member must give the Club the names of all players, including guests, who will be playing.

Two (2) hours of court time are allowed for singles or doubles play.

If players fail to appear within ten (10) minutes of the reserved time, the court reservation will be forfeited.

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.

GUEST PLAY

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.

Guests are limited to twelve (12) visits per year for tennis play with a maximum of one visit each month. Participation in member/guest tournaments, inter-club team play competition, and practice sessions with teams advancing to sectional or national playoffs will not apply toward the once every month limitation. The timing and use of courts for the practice sessions will be determined by the Director of Tennis. For teams advancing to sectional or national playoffs, and where most players are Sonterra members, practice sessions may be granted at the discretion of the Director of Tennis.

Guest fees will be charged at the Tennis Pro Shop prior to play. Failure to register or to pay guest fees may result in a violation or loss of tennis privileges.

House guests of a Member with tennis privileges may play tennis without regard to any limitations on the number of tennis matches permitted, for a period of up to two (2) weeks as specified in Section 6.6.

TENNIS DRESS CODE

Men are required to wear shirts with sleeves. Women are not required to wear shirts with sleeves. No cut-offs, bathing suits or work-out-tops are permitted. No black-soled shoes of any types are permitted on the tennis courts other than black-soled shoes specifically manufactured for the play of tennis. Members are responsible for their families and guests conforming to the dress code. The Manager(s) or the Director of Tennis shall have discretion to determine appropriate tennis wear.

8.5 REGISTRATION FOR PLAY

Members, family and guests are required to register at the Tennis Pro Shop prior to play. A driver's license or other proper identification may be requested of all guests. Tennis players will be advised as to court assignments upon registration.

8.6 PROHIBITED ACTIVITIES

(a) No food or beverages, other than water or sports drinks, are permitted on the courts.

- (b) Glass containers are prohibited on the tennis courts.
- (c) Trash is to be placed in the provided containers.
- (d) Smoking is prohibited on the courts.
- (e) No game other than tennis is to be played on the courts.
- (f) Excessive noise, racquet throwing, and profanity is strictly forbidden.
- (g) Persons not playing tennis are to remain outside the fence for their own protection.
- (h) Children three (3) years of age and older are not permitted in opposite sex locker room areas.
- (i) Cameras, including cell phone cameras, are prohibited in the restroom and locker room areas.

8.7 TENNIS INSTRUCTION

Members, family or guests are not permitted to bring a tennis instructor from outside the Club for instructional purposes.

ARTICLE IX SWIMMING POOL

9.1 GENERAL

The Director of the Swimming Pool (or his or her designated personnel), acting under the supervision of the Club Manager(s), has the responsibility for all matters relating to the swimming facilities. The Director of the Swimming Pool may refuse privileges to anyone who, in his or her judgment, violates the swimming pool rules.

All persons using the swimming pool facilities must abide by the posted safety and instruction rules. Swimmers must leave the water upon the request of the Pool Manager or pool personnel. A violation of any swimming facility rule may result in a fine and/or a violation letter written to the Member by the Club Manager(s).

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.

Notwithstanding the presence of lifeguards and/or pool attendants, all persons using the pool or pool area are responsible for their own safety and shall be deemed to have assumed the risk of using the pool or pool area, and agree, by their presence in the pool area, that the Owner and Club Management and their owners, officers, employees, affiliates, representatives and agents shall not be held liable for any loss, injury or death arising out of the use of the pool or pool area.

The pool and pool area will be closed during inclement weather. All users are responsible for their own safety in the pool and pool area during the hazardous weather conditions. While the Club will attempt to warn users and close the pool when conditions dictate, under no circumstances shall the Owner or Club Management, or their owners, officers, employees, affiliates, representatives and agents, be held liable for failing to warn users of hazardous weather conditions or the need to vacate the pool or pool area.

9.2 REGISTRATION

- (a) Members, family and guests are required to register at the pool registration desk prior to use of the swimming facilities. A membership card may be requested of Members by pool personnel prior to the use of the swimming facility. A driver's license or other proper identification may be requested of guests prior to the use of the swimming facilities. House guests must present a house guest pass before use of the swimming facility.
- (b) Members, family and guests will be issued an ID wrist band upon registration and wear it at all times while inside the pool area.

9.3 GUESTS

- (a) Guests are limited to six (6) visits per year as specified in Section 6.5.
- (b) Guest fees will be charged at pool registration desk prior to guests using the swimming pool facilities. Failure to register or to pay guest fees may result in a violation or loss of pool privileges.
- (c) House guests may have swimming privileges not to exceed a period of two (2) weeks as specified in Section 6.6.

9.4 SWIMMING DRESS CODE

Proper swimming attire is required in the pool area. Thong style swimming suits and cutoffs are prohibited. All babies must wear plastic pants or diapers made specifically for swimming. Parents may wear street clothes with rubber-soled shoes when they are present to supervise their children. Golf shoes are prohibited in the pool area. Bathing caps are optional. Hairpins may not be worn in the water. Members are responsible for their family and guests conforming to the dress code. The Manager(s) or the Director of the Swimming Pool shall have discretion to determine appropriate swim wear.

9.5 PROHIBITED ACTIVITIES

Members, family or guests are not allowed to enter the swimming pool area except when the pool is open for use according to the posted schedule.

Running, wrestling, pushing, dunking, "rough-housing" and towel-snapping are prohibited in the pool area and the locker rooms. One (1) person is permitted on the diving board at a time and must dive only off the front of the board. Subsequent diving is prohibited until the previous diver has surfaced and moved to the side of the pool. Hanging on the diving board is prohibited.

Golf clubs, golf balls, tennis rackets, tennis balls or any non-swimming equipment is prohibited in the pool. Snorkels, fins, masks, kickboards, weights, children's pool toys and inflatable devices are prohibited unless permission is obtained from the Director of the Swimming Pool or lifeguard.

Food and beverages acquired from outside the Club are prohibited in the pool area. Food and beverages may be consumed only in designated areas. Glassware is prohibited anywhere in the pool area. Gum chewing is prohibited anywhere in the pool area. Trash is to be placed in the provided containers.

Locker room towels are prohibited in the pool area. Lifeguards are instructed to confiscate all such property.

Children three (3) years of age and older are not permitted in opposite sex locker room areas even if supervised.

Cameras, including cell phone cameras, are prohibited in the restrooms and locker rooms.

9.6 CHILDREN

- (a) Children under twelve (12) years of age must be accompanied by a responsible adult at all times in the pool area.
- (b) Unless a lifeguard is on duty, children under the age of sixteen (16) years are prohibited from using pool. Children are not allowed in the pool during adult lap swim period.
- (c) The wading pool is for the use of children under six (6) years of age. Children in the wading pool must be accompanied by a responsible adult at all times.
- (d) Children under the age of sixteen (16) years must use designated swimming pool restrooms unless accompanied by an adult. Children under the age of sixteen (16) must be accompanied by an adult in the adult restrooms and locker rooms.

9.7 ILLNESS, MEDICAL CONDITIONS

Persons are not permitted in the pool if they have a cold, cough, fever, infection of any kind, inflamed eyes, skin rashes, or are wearing bandages.

Persons with physical or neurological disabilities, or a responsible adult accompanying that person, must advise the lifeguard of such conditions.

ARTICLE X FITNESS CENTER

GENERAL

The Director of Fitness (or his or her designated personnel), acting under the supervision of the Club Manager(s), has the responsibility for all matters relating to the fitness center. The Director of Fitness may refuse privileges to anyone who, in his or her judgment, violates the fitness center rules.

Questions regarding use of the equipment or an exercise program should be referred to the Director of Fitness or Fitness Center personnel. Exercise equipment must be used in accordance with any posted instructions and directions of the Fitness Center personnel. A violation of any Fitness Center rule may result in a fine and/or a violation letter written to the Member by the Club Manager(s).

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.

Members, family and guests assume full risk of loss of personal property and assume full responsibility for damage to their health.

No physician or nurse will be on duty at the fitness facility.

Prior to using the fitness facility, all persons may be requested to complete a release form, which will set forth certain information regarding the person, such as amount and type of experience, as well as a release of the Owner and Club Management, their owners, officers,

employees, affiliates, representatives and agents from any liability, loss, cost or damage arising from the person's use of the fitness facility. Regardless of whether a person has signed a release form, all persons are responsible for their own safety and shall be deemed to have assumed the risk of using the fitness facility and are deemed to have released the Owner and Club Management, their owners, officers, employees, affiliates, representatives and agents from any liability, loss, cost or damage arising from the person's use of the fitness facility.

It is the responsibility of all persons using the fitness facility to consult with their physician prior to using any of the fitness facilities or equipment, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him or her from using the fitness facility or engaging in active or passive exercise.

10.2 REGISTRATION

Members, family and guests are required to register at the Fitness Center desk. A membership card may be requested of Members by Fitness Center personnel prior to use of the Fitness Center. A driver's license or other proper photo identification may be requested of guests. House guests must a house guest pass before use of the Fitness Center.

10.3 GUESTS

Guests are limited to six (6) visits per year with a maximum of one visit every two months as specified in Section 6.5. Guest fees will be charged at the registration desk prior to guests using the facilities. Failure to register or pay guest fees may result in a violation or loss of fitness center use. House guests are allowed fitness center privileges for a period not to exceed two (2) weeks as specified in Section 6.6.

10.4 DRESS CODE

Appropriate exercise attire must be worn at all times in the fitness center. Shirts and shoes must be worn at all times in the exercise areas. Attire and grooming shall not be offensive to other Members, or their family or guests. Members are responsible for their families and guests conforming to the dress code. The Manager(s) or the Director of Fitness shall have discretion to determine appropriate fitness wear.

STEAM ROOM AND WHIRLPOOL

- (a) The steam room is kept at 102 degrees Fahrenheit and use of the steam bath should not exceed ten (10) minutes.
- (b) The whirlpool is kept at 104 degrees Fahrenheit. Proper swimming attire is to be worn at all times in whirlpool. Members, family and guests should not exceed use of the whirlpool over ten (10) minutes.
- (c) Children under the age of sixteen (16) are not permitted at any time in the whirlpool or steam bath.

10.6 PROHIBITED ACTIVITIES

Horseplay, profanity, disruptive conduct, and smoking, are strictly prohibited in the exercise areas of the fitness center.

Alcoholic beverages are prohibited in the fitness center except in areas designated by Club Management.

Watches and all jewelry must be removed prior to exercising.

Shaving is prohibited in the steam bath or whirlpool.

Children three (3) years of age and older are not permitted in opposite sex locker room areas even if supervised.

Cameras, including cell phone cameras, are prohibited in the restroom and locker room areas.

10.7 CHILDREN

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

10.8 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.

ARTICLE XI KIDS CLUB

11.1 GENERAL

(a) The Kids Club provides services for Member's children from eighteen (18) months to twelve (12) years of age. This age range may vary during Mini Camps, Sports Camps and other special events.

(b) The Director of the Kids Club (or his or her designated personnel), acting under the supervision of the Club Manager(s), has the responsibility for all matters relating to the Kids Club facility. The Director of the Kids Club may refuse privileges to anyone who, in his or her judgment, violates the Kids Club rules.

Children using the Kids Club facilities must abide by the safety and instruction rules.

If Club Management deems it in the best interest of the Club, it may reserve the use of the Kids Club for special functions, or any other appropriate purposes.

Prior to using the Kids Club, all parents or guardians shall be requested to complete a release form, which will release the Owner and Club Management, their owners, officers, employees, affiliates, representatives and agents from any liability, loss, cost or damage arising from such person's use of the Kids Club for their children. Regardless of whether a parent or guardian has signed a release form, all persons are deemed to have released the Owner and Club Management, their owners, officers, employees, affiliates, representatives, and agents from any liability, loss, cost or damage arising from such person's use of the Kids Club for their children.

RESERVATIONS

(a) Weekday reservations will only be accepted forty-eight (48) hours in advance in order to maintain the proper Teacher/Child ratio.

(b) Weekend & Parents Night Out reservations must be made seventy-two (72) hours in advance.

- (c) Reservations may be made by voicemail. Personnel of the Kids Club must confirm the reservation. No standing reservations will be accepted.
- (d) If unable to make a reservation, a child will be accepted based on the Teacher/Child ratio and/or space available. Reservations will always be honored first.
- (e) Reservations not kept or cancelled less than twenty-four (24) hours in advance will be charged to the Member's account. The Member will be charged the maximum number of hours.

11.3 REQUIREMENTS

- (a) Parents must remain on the Club grounds the entire time the child is at Kids Club. Exceptions will be made for Parents Night Out, Mini Camps, Mom's Day Out, Prime Time and Sports Camps.
- (b) Children will not be left at the Kids Club facility for longer than four (4) hours at any one time with the exception of when parents are playing golf.
- (c) The Kids Club personnel must be informed of where the parents are on Club grounds. The parent's cell phone number must be provided, if available, to the Kids Club personnel.

11.4 REGISTRATION

The Club Member Childcare Registration Form must be fully completed, signed and the form left with Kids Club personnel.

Parents must sign their children in and out every time a child uses the Kids Club. Every section of the "Sign in Sheet" is to be fully completed.

A written approval is required, to be left with the Kids Club personnel, when anyone other than the parent is picking up the child. A driver's license or photo identification is required before the approved person can pick up the child.

11.5 FOOD AND BEVERAGES

The Kids Club does not provide meals. Children should be fed prior to arriving at the Club. If a child is brought during a meal time, a snack meal should be provided for the child. Snacks are permitted in the Kids Club provided they are dry snacks (cereal, chips, crackers, etc.). Upon request to the Kids Club personnel, snacks items may also be made available. A drink may be provided for the child if it is in a plastic container and clearly labeled with the child's name.

11.6 BEHAVIORAL REQUIREMENTS

All children visiting the Kids Club are required to be well behaved. If a behavioral problem occurs, the following steps will be taken:

First attempt will be to try and redirect the child's interest/attention.

Second attempt will be to remove the child from the activity.

Third attempt will be to put the child in short periods of time out.

As a last resort, the parent will be contacted to immediately pick up the child from the Club.

Crying or distress time is limited to fifteen (15) minutes before the parent is contacted.

11.7 DRESS CODE

Children must be dressed properly during visits to the Kids Club. It is recommended to bring an extra change of clothing for children ages three (3) to five (5) years. Upon arrival, children must be wearing dry diapers. Parents are required to supply diapers and wipes for the child. All diaper bags, clothing and other child related items must be clearly labeled with the child's name.

ILLNESS, MEDICAL CONDITIONS

- (a) Children are not permitted to attend the Kids Club with colds, coughs, runny noses, and fevers of 100.4 or higher, infections of any kind, inflamed eyes or skin rashes.
- (b) Parents are asked not to bring their child to Kids Club if the child has an illness of any kind.

ARTICLE XII FOOD AND BEVERAGE

12.1 GENERAL

The Director of Food and Beverage (or his or her designated personnel), acting under the supervision of the Club Manager(s), has the responsibility for all matters relating to the food and beverage department. The Director of Food and Beverage may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules and Regulations, etiquette or dress code.

12.2 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.

12.3 LIQUOR

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

12.4 MEMBER RESTRICTIONS

Members are not permitted in the kitchens or other "back of the house" areas.

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(s).

12.5 BANQUETS AND SPECIAL FUNCTIONS

- (a) The Catering Department should be contacted for information and reservations regarding banquets and special functions.
- (b) All reservations for banquets and special functions require a deposit payment.
- (c) The number of guests attending must be guaranteed seven (7) working days before the function date.

- (d) The food and beverage staff will prepare five percent (5%) 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.

12.6 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) All other deposits are non-refundable.
- (c) A Member who cancels a reservation fewer than thirty (30) days prior to the scheduled time of the event will be obligated to pay the entire minimum expenditure for that reservation.

ARTICLE XIII MISCELLANEOUS

13.1 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 and Regulations. Furthermore, each Member agrees to hold harmless the Owner and the Club Management, and their owners, officers, employees, affiliates, representatives and agents, and the Board of Governors, 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 and Regulations 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.

13.2 RELEASE AND DISCLAIMER

While using the Club or participating in Club events, whether at the Club or off premises, Members and their family and guests are charged with the responsibility of using sound judgment and caution at all times. Owner and Club Management and their owners, officers, employees, affiliates, representatives and agents, and the BOG, do not assume any liability for injuries caused to or incurred by any Member, family or guests for damage to or loss of property resulting from the use of the Club. Consequently, any Member, family or 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 the Club or off the premises, does so at his or her own risk and shall defend, indemnify, and hold harmless the Owner, Club Management, and their owners, officers, employees, affiliates, representatives and agents, and the BOG, harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner, Club Management, and their owners, officers, employees, affiliates, representatives and agents, and the BOG, 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, family or guests, or damage to or loss of property resulting from their use of the Club.

13.3 PERSONAL PROPERTY

Members, family or guests are responsible for their 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.

13.4 LIABILITY FOR DAMAGE OR INJURY

Members are responsible for any damage to Club property or adjacent property caused by the Member or the Member's family or guests. The Member shall promptly reimburse Club Management for all costs and expenses incurred to repair or replace such damaged facility or property.

Persons playing on the golf courses 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 nor 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 pro shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

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 nor 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, or a Member's family or guests cause 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 pro shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

Caution must be exercised at all times while wearing golf shoes.

13.5 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 and Regulations 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.

13.6 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 or Club Management.

13.7 ASSOCIATIONS

Members, at their own election, may organize golf, tennis 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 and Regulations or the policies in place.

13.8 ENTIRE AGREEMENT; AMENDMENT

Each membership incorporates these Rules and Regulations. The Application for Membership form signed by each Member and these Rules and Regulations, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Club Management. These Rules and Regulations 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.

13.9 NOTICE

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.

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 designated by notice delivered to the membership as provided for in this Section. Any notice to is effective upon its receipt.

13.10 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 and Regulations or to fail to act in the event of a breach by a Member of its obligations under these Rules and Regulations shall not be construed as a waiver of a subsequent breach of the same or different obligation.

13.11 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 equity, whether or not stated in these Rules and Regulations.

13.12 CONVEYANCE OF OWNER'S OR CLUB MANAGEMENT'S INTEREST

Owner and Club Management shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules and Regulations. 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 Regulations and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

**THE CLUB AT SONTERRA
RECEIPT OF RULES AND REGULATIONS**

No person is authorized at any time 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(s) should you receive any such representations.

The undersigned acknowledges having received, read, and understood the June 2008 Rules and Regulations of The Club at Sonterra. 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.

Date: _____ Club Number: _____

Member's Signature:

(Print Name)_____

Spouse's Signature:

(Print Name)_____

Corporate Signature:

BY: _____
(Print Name)_____

ITS: _____

Witness to Signature:

(Print Name)_____