BROOKSIDE COUNTRY CLUB

RULES AND REGULATIONS

BROOKSIDE COUNTRY CLUB

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SECTION I. INTRODUCTION.

- Intent. It is the intent of Club Management to limit these Rules and Regulations to the minimum that are required to insure the enjoyment of the Club Facilities by the Members and their guests. The obligation of enforcing these Rules and Regulations lies primarily in the hands of the Club's carefully trained staff whose principal responsibility is to assure Members of all the courtesies, comforts and services to which they are entitled. It is also the duty of the Members of the Club to know these Rules and Regulations and to cooperate with the Club Management and staff in the enforcement of these Rules and Regulations.
- <u>Gender</u>. References to Members utilizing the masculine pronoun should be understood to include the feminine when appropriate.
- 3) Subject to the Articles, Bylaws and Membership Plan. The interpretation and application of these Rules and Regulations shall be made in a manner that is consistent with the provisions of the Club's Articles, Bylaws and Membership Plan.

SECTION II. DEFINITIONS.

As used in these Rules and Regulations, the following terms shall have the meanings set forth below:

- 1) **Board** means the Board of Directors of the Club, as constituted from time to time.
- <u>Club</u> means the California non-profit mutual benefit corporation organized under the name "BG & CC, Inc." for the purpose of acquiring and operating the Club Facilities.
- 3) <u>Club Facilities</u> means the country club facilities commonly known as the "Brookside Country Club" located at 3603 St. Andrews Drive, Stockton, California, and consisting of an eighteen hole golf course, a driving range, a practice putting green, a tennis and swim club with four tennis courts, swimming pool and pool house, and an approximately 20,000 square foot clubhouse including dining facilities, a mixed grill, a lounge, separate men's and women's locker rooms and a golf pro shop.
- 4) <u>Club Management</u> means the officers and staff appointed by the Club. The affairs of the Club are administered by the General Manager ("Manager") and other employees of Club Management. Subject to the limitations set forth in the Club's Bylaws, the Manager has full and complete authority over the clubhouse and Club Facilities at all times.
- 5) <u>Member</u> means the holder of any Membership Interest issued by the Club.
- 6) Membership Interest means the interest in the Club held by a Member.

SECTION III. GENERAL CLUB RULES.

1) General Club Rules.

- a) The Club's hours of operation will be established and published by the Club from time to time.
- b) No performance by entertainers will be permitted at the Club Facilities without the permission of the Club.
- c) Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club's premises during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of California. Alcoholic beverages will be sold for consumption on the premises of the Club only and may not be removed from the premises.

- d) Except as permitted by the Club, no commercial advertisements shall be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery.
- e) Other than as permitted by the Club, no petition shall be originated, solicited, circulated or posted within the Club Facilities.
- f) Employees are not permitted to deliver food or liquor outside areas designated by the Club and in no event outside the premises of the Club Facilities.
- g) All food and beverage consumed on the Club Facilities shall be furnished by the Club except as permitted by the Club.
- h) Members must not request special personal services from employees who are on duty.
- i) Dogs or other pets (with the exception of seeing eye dogs) are not permitted anywhere on the Club premises at any time, regardless of whether they are on a leash or are attended.
- All complaints concerning operations of the Club. its employees and other matters are to be directed to Club Management. All complaints must be made in writing and signed by the complainant.
- k) It is unbecoming and shall be grounds for disciplinary action for any Member or guest to abuse any of the Club's employees, verbally or otherwise. No Member shall discipline any employee, nor shall a Member request an employee to leave the Club Facilities for any purpose whatsoever. Members are requested to report misbehavior or violations of rules or laws committed by employees, other Members or guests to the Manager, and all violations will be subject to disciplinary action as deemed necessary by Club Management.
- 1) No Member, visitor or guest is allowed in the service areas of the Club.
- m) Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the violator to disciplinary action in accordance with the Club's Bylaws and these Rules and Regulations.
- n) The Club reserves the right to amend or modify these rules when necessary and will notify the Membership of any change.
- The personnel of the Club have full authority to enforce these rules and regulations and any infractions will be reported to Club Management.
- p) The Club may impose non-smoking restrictions in the Clubhouse and other buildings.

2) <u>Membership Cards and Payment</u>.

- a) A Membership card indicating the Member's name, Club account number and type of Membership shall be issued to each Member, as well as to the Members of the Member's family eligible for Membership privileges (or any other person entitled to spousal benefits under the provisions of the Membership Plan), upon payment of the dues by the Member. The card will show the expiration date of the use privileges. Membership cards will not be issued to children under the age twelve and over the age of twenty-three. Members and their families (or any other person entitled to spousal benefits under the provisions of the Club.
- b) A Membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
- c) Membership cards will be mailed to Members or held for pick-up at the Club's Membership Office as requested by the Member.
- d) In the event that a Membership card is lost or stolen, the Club must be notified immediately. The Member's Club account will be canceled and the Club will issue a new Membership card number. This procedure reduces the risk that unauthorized persons will be able to charge items to the account. Until notification of

card loss or theft is received in writing by the Club, the Member shall be responsible for all charges placed on the account. For each new Membership card replaced, a charge covering the cost of the replacement card will be placed on the Member's Club account as determined by the Club from time to time.

- e) Each Member shall receive such certificates, identification, decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club from time to time.
- f) Only Members in good standing are entitled to credit and charge privileges at the Club.
- g) Monthly statements are closed between the 24th day and the last day of each month and are usually mailed within six to seven working days.
- h) The Club may require that all payments be made through a charge to the Member's credit card account on file. The Club may, at the discretion of the Board, permit Members to pay their bills by maintaining a cash deposit equal to three months' dues against which the Club may draw; however, the system of credit card payment is recommended.
- i) If the Club so permits and a Member elects to pay his bill by maintaining a three-month dues cash deposit against which the Club may draw and that Member fails to fully replenish that deposit after a monthly billing, or if the monthly billing against a Member's credit card is rejected, that Member's charging and playing privileges will be suspended until he brings his account current. Notice of the Member's delinquency and suspension will be posted on various bulletin boards at the Club. If a Member fails to bring his account current after two consecutive monthly billings, his Membership will be revoked and forfeited; however, that forfeiture will not prejudice or affect in any manner the right of the Club to collect such delinquent indebtedness in any legal way.
- j) All Members shall be charged an additional ten dollars (\$10.00) on their statement for any checks returned from the bank.
- Any annual fees are payable in advance of each Membership year and no portion thereof may be charged to or paid on the Member's monthly Club account.
- Members with any questions regarding their statement should contact the accounting office. All bills must be paid in full, and any credits due to the Member will be credited on the following month's statement. Under no circumstances may a Member adjust his own account. A credit may never be taken against any initiation deposit.
- m) All food and beverage charges are subject to a service charge and to applicable sales tax. These charges may be identified as "+ +" on any invoice or other Club document.
- n) All food, beverage and other services of the Club charged to the Member's Club account must be paid monthly.
- o) If the Club account of any Member of the Club is delinquent, the Club may, at its option, take whatever action it deems necessary to effect collection. If the Club commences any legal action either to collect any Club account owed by any Member of the Club or to enforce any other liability of any Member to the Club, and if judgment is obtained by the Club, the Member shall also be liable for all cost and expenses of such legal action and reasonable attorneys' fees (including those incident to any appeals).
- p) A Member may utilize reciprocal charging privileges at other clubs only if he has secured prior approval of Club Management. The Club may charge Members a handling fee for the processing of invoices for any reciprocal charges.
- q) The Club shall not be held liable for any reciprocal charges not approved in advance by Club Management, and the invoice shall be returned to the other club unpaid. Thereafter, the Member shall be personally liable to the club at which the reciprocal charge was made.

- r) The Club does not accept cash payments or credit card payments (other than in payment of a Member's account) and shall require that all fees, charges, food, beverages, merchandise, etc. (including fees and charges of guests and family members) be billed to the account of the applicable Member.
- Suspension and Termination of Membership. A Member may be terminated or suspended by the Club in accordance with the applicable procedures set forth in the Club's Bylaws.

4) Club Services and Activities.

- a) The Club provides a variety of social, cultural and recreational events in which all Members are entitled to participate. Activities will be publicized by the Club from time to time.
- b) The Club wishes to encourage the use of the clubhouse facilities by Members for private parties, on any day or evening, provided such use does not interfere with the normal operation of the Club or with the services regularly available to the Members. Members are requested to make reservations with Club Management for available dates and arrangements.
- c) Private parties are permitted on the property of the Club at the discretion of the Club. The Club may require prior approval from Club Management by a Member who assumes full responsibility for the conduct of the Member's guests in accordance with this document. The Club may require the advance payment of a security deposit by the Member who assumes responsibility for the party. The Member of the Club sponsoring the private party shall be responsible for any damage caused by the installation or removal of party decor and shall be responsible for the removal of all party decor.

5) Loss or Destruction of Property or Instances of Personal Injury.

- a) Each Member, as a condition of Membership and each guest as a condition of invitation to the premises of the Club, assumes sole responsibility for his property. Neither the Club nor the Club Management shall be responsible for any loss or damage to any private property used or stored on the premises of the Club, whether in lockers or elsewhere. All personal property left without payment of storage thereon, in or on the Club Facilities for six months or more may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to the Club.
- b) No person shall remove from the room in which it is placed, or from the Club's premises, any property or furniture belonging to the Club without proper authorization. Every Member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the club, caused by the Member or any guest or family Member of such Member. The cost of damage shall be charged to the Member's Club account.
- c) Any Member, guest or other person who in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club premises, shall do so at their own risk, and shall release and hold the Club and the Club Management, their affiliates, directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting therefrom and/or from any act or omission of the Club, the Club Management, their affiliates, directors, officers, employees, representatives and perform the same obligation to the Club, the Club Management and their affiliates, directors, officers, employees, representatives and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family Member of the Member.
- d) Should any party bound by the Club's Membership Plan and these Rules and Regulations bring suit against the Club, the Club Management or their affiliates, directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or

matter in connection with Membership in the Club, and fail to obtain judgment therein against the Club, the Club Management or their affiliates, directors, officers, employees, representatives or agents, said party shall be liable to the Club, the Club Management and their affiliates, directors, officers, employees, representatives and agents for all costs and expenses incurred by it in the defense of the suit (including court costs and attorneys' fees incident to appeals).

6) <u>Reservations and Cancellations</u>.

- a) Dinner reservations may be required, as determined from time to time, by the Club.
- b) For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, firstchoice basis. Reservations for special tables will not be accepted.
- c) Club Management reserves the right to change or modify the hours of operation of the dining facilities as well as other services provided at the clubhouse as may be determined from time to time.
- d) Cancellation of reservations after any published deadline for cancellation or failure to cancel reservation may result in the Member being charged a cancellation fee, as determined by the Club from time to time.
- e) Reservations are required for most activities of the Club and are taken on a first-come, first-served basis by reregistering with the appropriate personnel of the club.
- f) Reservations will be held for only fifteen minutes after the reserved time.

7) <u>Gratuities</u>.

- a) A service charge is added to all food and beverage checks in lieu of tipping. These sums are uniformly distributed to food and beverage personnel.
- b) Tipping of locker room personnel is permitted when special or individual services are provided.
- c) In the discretion of the Club Management, the Club will send a letter providing an opportunity for Members to contribute to a Holiday Fund for employees and a suggested voluntary contribution to be included on each Member's November bill. There are many people employed at the Club, ranging from those in office administration to those in clubhouse services and golf course maintenance, and this provides the Membership with an opportunity to show appreciation for the employees' efforts. Club Management shall be responsible for the distribution of these funds.

8) Children.

- a) Children under twelve years of age may not use the Club Facilities unless accompanied and supervised by an adult.
- b) Children under the legal drinking age are not allowed in any bar area, unless accompanied by an adult.
- c) Children under eighteen years of age are not allowed to use the Club Facilities after 6:00 p.m., unless accompanied by an adult.

<u>Attire</u>.

- a) It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that Members will advise their guests of our dress requirements.
- b) Shirts and shoes are required on the premises of the Club.
- c) Spiked shoes are permitted only in areas designated by the Club from time to time.
- d) The following is considered appropriate attire for use of the Club Facilities:
 - (i) <u>**Dining**</u>: For dining in the Banquet and Grill Rooms, the appropriate mode of dress will be announced by Club Management from time to time for various functions.

- (ii) <u>Golf</u>: Appropriate golf attire is required for all players. All players are expected and required to wear proper attire at all times. A description of "proper attire" shall be posted prominently in the men's and women's locker rooms from time to time. Members are expected to insure that their guests and children adhere to the rules.
 - (A) <u>Men</u>: Shirts with collars and sleeves, slacks, golf shorts or walking shorts are considered appropriate attire. Tank tops, tee shirts, fishnet tops, cut-offs, jams, sweat pants, blue jeans, bathing suits, tennis shorts or other athletic shorts are not permitted.
 - (B) <u>Women</u>: Dresses, skirts, slacks, golf shorts, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, fishnet tops, bathing suits, sweat pants, blue jeans, tennis dresses, athletic shorts or cut-offs are not permitted.
 - (C) <u>Shoes</u>: Appropriate golf shoes or approved shoes are required on the golf course and practice areas. Use of shoes other than golf shoes must be approved by the golf pro shop.
- (iii) <u>Tennis</u>: Proper tennis attire as determined by the Tennis Professional is required at all times.
 Colors are permitted, but cut-offs, bermuda shorts, jams, bathing suits, gym shorts, tee shirts, slacks and running shorts are not permitted. Regulation tennis shoes are required.
- e) The dress code is mandatory. Improperly dressed Members and guests will be asked to change. If you are in doubt concerning your attire, please check with Club Management. Any misuse or disregard of these rules may cause privileges to be reviewed or suspended.
- 10) <u>Mailing Addresses</u>. Each Member shall be responsible for filing with the Club Secretary in writing, preferably on a form provided, his mailing address and any changes thereto, to which the Member wishes all notices and invoices of the Club be sent. A Member shall be held to have received mailings from the Club ten days after they have been mailed to the address on file with the Club.

11) Guest Privileges.

- a) Guest privileges may be extended under the rules and regulations adopted by the Club. The Club will establish from time to time the rate of the guest fees and guest charges for use of the Club Facilities. All guests are required to register in the Membership Office.
- b) All guests shall either be houseguests or day guests. A houseguest is defined as a guest residing in a Member's residence in the Brookside community. All other, guests shall be considered day guests.

12) Day Guests.

- a) Day guests may not use the sports facilities (whether as a guest or under reciprocal rights privileges) more than a cumulative total of six times per Membership year (excluding Club sponsored tournaments or events). The Club may waive this limitation from time to time in its sole discretion.
- b) A particular individual using the Club Facilities as a day guest must be registered by the sponsoring Member with the Membership Office. The Club reserves the right to require identification by each day guest. Day guests of the Club must be accompanied by the Member at all times when using any facility of the Club, unless otherwise determined by the Club from time to time. Day guests may be charged guest fees for use of the Club Facilities as determined from time to time by the Club.
- c) Day guests will be entitled to use the Club Facilities only in accordance with the privileges of the Membership of the sponsoring Member upon payment of daily fees.
- d) Day guest charges for any food, beverages, merchandise, services, etc. will be charged against the sponsoring Member's Club account. Cash payments are not permitted.
- e) Day guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

f) The sponsoring Member shall be responsible for all charges incurred by the guest. The sponsoring Member is also responsible for the conduct of a day guest while at the Club. If the manner, conduct or appearance of any is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, cause such day guest to surrender the guest card and leave the premises of the Club.

13) Houseguests

- a) Houseguests must be registered by the sponsoring Member with the Club, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership Office. Houseguest privileges will be extended to guests of a Member while that guest is residing in a Member's residence in the Brookside community. To provide Membership privileges for a houseguest, the sponsoring Member must initiate the application for houseguest Membership at least five business days prior to the arrival date of the houseguest.
- b) Guest cards will be issued for the length of stay, up to a maximum of two weeks. At the expiration of the card, one two-week renewal of houseguest privileges may be granted at the discretion of the Club. Additional renewals or extensions require Board approval.
- c) Houseguests will be entitled to use the Club Facilities only in accordance with the privileges of the Membership of the sponsoring Member upon payment of daily fees.
- d) Houseguests are permitted to use the Club Facilities unaccompanied by the Member in accordance with the rules and regulations set by the Club from time to time.
- e) Houseguests will be charged a temporary houseguest Membership fee for each one week period in addition to all daily fees as determined from time to time by the Club.
- f) The sponsoring Member does not have to give up Membership rights for the period of time the houseguest is in residence.
- g) Houseguest charges for any food, beverages, merchandise, services, etc. will be charged against the sponsoring Member's Club account. Cash payments are not permitted.
- h) The sponsoring Member is responsible for all charges made by a houseguest.
- The Club must be notified of a cancellation at least two days prior to the arrival date of the houseguest.
 Failure to advise the Club of a cancellation may result in the Member's Club account being charged the full houseguest fee.
- j) Houseguests must have their guest card with them at all times while using the Club Facilities.
- k) The Club reserves the right to require identification by each guest.
- Houseguest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
- m) The sponsoring Member shall be responsible for the conduct of a houseguest while at the Club. If the manner, conduct or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, cause such houseguest to surrender the guest card and leave the premises of the Club.

SECTION IV. GOLF RULES.

1) General Golf Rules.

a) The rules of golf of the U.S.G.A. together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.

- b) The Club reserves the right at any time to set a limit of one golf tee time per day per Membership. The Club reserves the right to designate certain periods of time as "Primary" playing times, in which only Primary designees may play.
- c) All Members and guests must register in the pro shop before beginning play. Members shall present their cards at registration.
- d) Reservations are strongly recommended at all times, including weekdays. The procedure for making starting time reservations is published or posted at the beginning of each season.
- e) "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
- Practice is not allowed on the golf course. The driving range and practice chipping and putting greens should be used for all practice.
- g) When playing the course, each player may have only one ball in play at all times, except when, pursuant to U.S.G.A. Rules, a provisional ball is to be played.
- h) If a foursome or other group of players fails to keep their place on the course and loses more than one clear hole on the players ahead, they must allow the following group to play through. It is the right and privilege of the following group to ask permission to play through. The slow group of players 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 ranger so instructs.
- No more than four players per group are permitted, unless prior approval has been obtained from the starter. In the case of groups with less than four players, the starter, at his discretion, may fill the group with other waiting players.
- j) All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the starter to resume play.
- k) All tournament play must be approved in advance by the Club's golf professional.
- 1) Enter and leave bunkers at the nearest level point to the green. Smooth Band over with a rake upon leaving.
- m) Repair all ball marks on the green. Replace all divots with sand provided in buckets on all carts.
- n) Ball hawking is not allowed on the course at any time.
- o) Golf rangers may be on duty to help regulate play and enforce golf cart regulations. The golf rangers have full authority on the golf course to enforce all rules and speed of play. Your cooperation is appreciated.
- p) Each player must have his own set of golf clubs. Rentals may be obtained from the Pro Shop.
- q) If lightning is in the area, all play shall cease.
- r) Club Management may close the golf course to play whenever the grounds could be damaged by play.
- s) Jogging, bicycling or walking other than for golf play is not permitted on the golf course at any time.
- t) No beverage coolers are permitted on the course unless supplied by the Club.
- u) Twosomes may play at the discretion of the pro shop and will be permitted to start after 1:30 p.m., if space is available. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way. Twosomes and singles will be grouped with other players, if available.

- v) Juniors, under the age of 16, must be certified as "A" players by the golf professional in order to play without being accompanied by a Member parent or guardian. No child under twelve (12) years of age is permitted to play the courses unless accompanied by a Member parent or guardian and approved by the Golf Professional. Children under six (6) years of age are not permitted on the course at any time. At the option of Club Management, juniors may not be able to play during the course hours designated for men's or ladies' day or on weekends before 11:00 a.m. Adults have priority over juniors at all times with regard to course availability.
- w) No more than three guests per Member are permitted at any time, or as otherwise determined by the Club from time to time.
- x) All other rules governing guests' attendance and participation in Club activities apply to golf guest play.
- 2) Driving Range. The driving range is open during normal operating hours as may be posted from time to time in the pro shop. At times to be posted in the pro shop, the driving range will be closed for general maintenance. Range balls are for use on the driving range only. Range balls are not permitted to be used on the golf course. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the driving range. Each player using the driving range may purchase range balls at the pro shop. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas only. Proper golf attire is required at all times on the driving range. Hand bag ball shaggers are not permitted.
- 3) Hours of Play. The hours of play and pro shop hours will be posted in the pro shop. The golf course superintendent is authorized to determine when the golf course is fit for play. His decision shall be final. In his absence, the Golf Professional on duty shall make this decision.

Class	Descriptive Name	Reservation Rights
A-1	Full Golf Charter Membership Interests	10 days in advance
A-2	Social Charter Membership Interests	2 days in advance
B-1	Full Golf Membership Interests	10 days in advance
B-2	Social Membership Interests	2 days in advance
C-1	Full Golf Rollover Non-Equity Membership Interests	7 days in advance
C-2	Sports Social Rollover Non-Equity Membership Interests	4 days in advance
C-3	Social Swim/Tennis Rollover Non-Equity Membership Interests	2 days in advance
C-4	Junior Rollover Non-Equity Membership Interests	2 days in advance
D-1	Sports Social Non-Rollover Non-Equity Membership Interests	4 days in advance
D-2	Social Swim/Tennis Non-Rollover Non-Equity Membership Interests	2 days in advance
D-3	Junior Non-Rollover Non-Equity Membership Interests	2 days in advance

a) <u>Tee Times</u>. Tee times may be received by calling the pro shop. Tee time reservation policy is as follows:

- b) <u>No Standing Reservations</u>. No standing reservations will be accepted. All players except singles must have a starting time prior to registration. Each Member must present his Membership card in the pro shop when registering.
 - Time and Golfers Dav Monday Open Tee - Open Tuesday 6 AM to 8:30 AM - Open 8:30 AM to 12 Noon – Women 12 Noon to Closing - Open Wednesday 6 AM to 10:30 AM - Open 10:30 AM to 2:30 PM - Men 2:30 PM to Closing - Open Thursday 6 AM to 8:30 AM – Open 8:30 AM to 12 Noon – Women 12 Noon to Closing - Open
- c) **Designated Tee Times**. Designated tee times are as follows:

Friday	Open Tee – Open
Saturday	6 AM to 11 AM – Primary Designee
	11 AM to Closing - Open
Sunday	6 AM to 11 AM – Open
	11 AM to 1 PM – Couples
	1 PM to Closing - Open

Club Management may adjust the designated tee times at its discretion.

- 4) **<u>Rain Check Policy</u>**. When rains prevail and cause termination of play:
 - a) A credit for that day's appropriate fees may be granted, as determined from time to time by the Club.
 - b) Credit will only be issued on that day of play and it will be the sole responsibility of the player to apply for a rain check from the pro shop.

5) General Golf Cart Rules.

- a) The Club may require the mandatory use of golf carts during designated playing times.
- b) Golf carts shall not be used by a Member or guest on the property of the Club without proper assignment and registration in the pro shop.
- c) Each operator of a golf cart must be at least sixteen years of age and have a valid automobile driver's license or learners permit.
- d) Only two persons and two sets of golf clubs are permitted per golf cart.
- e) 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.
- f) Obey all golf cart traffic signs.
- g) Carts are to be returned to the staging area. The Member who rents a cart will be fined if a cart is left in the parking lot or any other non-designated area.
- Always use golf cart paths where provided, especially near tees and greens. Use the ninety degree rule and cross fairways only at right angles. Players are required to remain on golf cart paths, without exception, on Par 3 holes.
- i) Carts are not permitted within thirty feet of the green. When approaching the green all carts are to be parked on the cart path adjacent to the green.
- j) Except on cart paths, do not drive a golf cart within thirty feet of a green, a tee, a bunker or their shoulders.
- k) Carts are not to be driven over sprinkler heads and drivers are to avoid areas that are newly planted, wet or under repair.
- 1) Never drive a golf cart through a hazard.
- m) Be careful to avoid soft areas on fairways, especially after rains. Use the roughs wherever possible.
- n) Operation of a golf cart is at the risk of the operator. Members are liable for any personal injury or property damage that results from the use of a cart checked out in their name. Members are further liable for any damage to carts and must pay all repair costs necessitated by their use of a cart. Cost of repair to a golf cart which is damaged by a Member will be charged to the Member or, in the case of damage by a guest, to the sponsoring Member. Members using a golf cart will be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the Members or their guests, and the Members shall reimburse the Club and the Club Management for any and all damages the Club may sustain by reason of misuse.

- o) When the "carts in rough only-no crossovers" or "carts on path only" signs are posted, they must be strictly followed.
- p) When a "carts in rough only" (without "no crossover" restriction) sign is posted, crossover may be made once and once only on any one hole.
- q) "Course closed" or "hole closed" signs are to be adhered to without exception.
- r) Golf carts shall be driven on the golf course only when the course is open for play.
- s) Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
- Club Management reserves the right to make the use of a golf cart mandatory for all golfers at all times or during certain time periods.
- 6) Private Golf Cart Rules. A private golf cart shall not be permitted on the golf course unless the private golf cart is owned by a Brookside community homeowner who is the holder of a Class A-1 or Class B-1 Membership Interest. The Club may impose a limit on the total number of private golf carts permitted on the golf course. Until changed by action of the Board, the maximum number of private golf carts shall be 125. Private golf carts must be operated in compliance with the following private golf cart rules:
 - a) Members are permitted to use privately owned golf carts on the golf course at the Club. This privilege is a non-transferable and nonassignable privilege which may be terminated at any time if Club Management determines that the use of private golf carts is not in the best interests of the Club and its Members.
 - b) Privately owned golf carts are annually approved by the Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Club. The Club requires all privately owned golf carts to be of traditional manufacture and style with head and tail lights, a horn and a sand bucket. All carts must be kept clean, neat and freshly painted. Approved colors are white, beige and gray. Customization of the golf carts is not permitted.
 - c) All private golf cart owners shall be required to sign a release of liability which holds the Club and its operator and affiliates harmless as a result of any loss or damage relating to owner's operation of the golf cart each year. A Member who owns a private golf cart and wishes to use it on the golf course, shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy of the Member with policy limits at least equal to \$100,000 personal injury and property coverage per occurrence.
 - d) Except as provided in the Club's Membership Plan, Members with private carts must check in at the pro shop and must pay an annual trail fee. The trail fee is a non-refundable and shall not be prorated except for the first year a Member applied for a private card privilege.
 - e) The trail fee includes the Member, the Member's spouse (or other person entitled to spousal privileges as provided in the Membership Plan) and the Member's children up to the age of 23 living at home attending school full-time.
 - f) Members with private carts who have paid the trail fee may ride with each other but may not loan their cart to other Members or to guests.
 - g) Members without a private cart must always pay the current cart rate for an individual when they ride in a private cart.
 - h) No more than one private golf cart is allowed for each qualifying Membership Interest.

<u>Handicaps</u>.

a) Handicaps are computed under the supervision of the Golf Professional in accordance with the current U.S.G.A. Handicap System.

- b) All Members with a U.S.G.A approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the tournament committee.
- c) To establish a handicap, a Member must have turned in a minimum of ten scores. Members are responsible for turning in all their scores on a daily basis. Any Member failing to turn a score will result in a score being posted that is equal to their lowest score on record, or as determined by the Golf and Tournament Committee or its designee.
- Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf and Tournament Committee or its designee will determine if there are violations by Members turning in their scores.
- 8) <u>Golf Course Etiquette</u>. Persons using the golf course should do their part to make a round of golf at Brookside Country Club a pleasant experience for everyone. Here are some suggestions:
 - a) Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play and this should not be deemed playing out of turn.
 - b) The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
 - c) Be sociable, but reserve your extended conversation for the 19th hole.
 - d) When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save about one-half hour per round. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.
 - e) When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
 - f) If you are not holding your place on the course, (see General Golf Rules #5), allow the players behind to play through. Do the same if you stop to search for a lost ball.
 - g) Repair your ball marks on the greens.
 - h) Any divots made in the fairways should be filled with sand contained in the sand buckets located on the golf carts.
 - i) Carefully rake sand traps after use.
 - j) The golf rangers will report slow play and all breaches of golf etiquette to the Golf Committee, which will take the appropriate action.

SECTION V. TENNIS RULES.

- 1) The rules of tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
- 2) Players without a prearranged game are encouraged to come to the tennis courts where the Club's tennis professional will assist in forming matches.
- 3) Court reservations may be made by phoning the pro shop. Members shall have 4-day sign-up privileges fro reserving tennis court times. The group captain must give his name and Membership number and the names of all persons playing in the group. No standing reservations will be accepted.
- 4) At the end of their playing period, players must promptly relinquish their court to the next players. Once a Member is off the court, the Member may sign up for the next available court time.

- 5) Singles may each play on a court for an hour and doubles may play on a court for an hour and a half (except for certain times designated by the Tennis professional when doubles will be an hour and singles may be eliminated).
- 6) Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time.
- 7) Use of the tennis courts and facilities at the Club shall at all times be subject to the control of the Club's Tennis Professional and his assistants. The Tennis Professional shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions as determined in the sole discretion of the Tennis Professional.
- 8) The Tennis Professional (or other person as designated by the Club) is authorized to implement temporary rules as may be necessary during peak periods of play and tournaments, including, without limitation:
 - a) One court may be reserved for tennis instruction at all times, except during tournaments and exhibitions; and
 - b) Players may secure only one reservation time per day and cannot make additional reservations for Members of their family or friends. Only if a court is available may players play a second time on the same day.
- 9) A backboard may be used on the tennis courts only when there are no players waiting to use the courts.

10) Children under the age of twelve are not allowed on the courts without adult supervision.

SECTION VI. POOL RULES.

- 1) Swimming is permitted only during open hours of the pool.
- 2) Use of the pool facilities at the Club at any time is at the swimmer's own risk.
- Children under twelve years of age are permitted to use the pool facilities only if accompanied and supervised by an adult.
- Showers are required prior to entering the pool to remove all suntan oils and lotions.
- 5) Glass objects, drinking glasses and sharp objects are not permitted in the pool area.
- All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear.
- 7) Children wearing diapers are not permitted in the pool.
- 8) Running, ball playing and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
- 9) Snorkeling equipment, other than a mask, is not to be used in the pool area except as part of an organized course of instruction.
- 10) Radios may only be used at a low volume or with earphones.
- All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions. The use of these preparations stain and damage the furniture.
- 12) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.
- 13) Smoking is permitted only in designated sections in the pool area.
- 14) Saving of chairs for persons absent from the pool area is not permitted.
- 15) Private parties may be held in the pool area only with the prior approval of Club Management.
- 16) Food is only allowed in designated areas of the pool facilities.
- 17) Flotation devices are permitted for non-swimming children up to the age of five years. Any non-swimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. may be permitted, depending upon the number of persons in the pool and the manner in which the toys

are used. Tire inner tubes are not permitted. Air mattresses will be permitted, dependent on the size of the mattress and the number of persons in the pool.

- 18) The throwing of balls, frisbees, wet clothes, etc. is not permitted at any time.
- 19) Members must register themselves and all guests upon entering the pool area.
- 20) Children without adequate swimming ability must be accompanied by a parent or adult guardian.