



BENTWATER®
ON LAKE CONROE

BENTWATER YACHT & COUNTRY CLUB

**MEMBERSHIP POLICIES
AND
RULES & REGULATIONS**

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MEMBERSHIP POLICIES

ARTICLE 1.

NAME AND PURPOSE

Bentwater Yacht & Country Club, Ltd. (the “*Club*”), is located at 800 Bentwater Drive, Montgomery, Texas 77356.

This document sets forth the terms and privileges of Membership in the Club and the policies and procedures under which the Club is operated. These Membership Policies (sometimes referred to as the “By-Laws in the Bentwater Declarations of Covenants, Conditions and Restrictions (the “*Declarations*”)) are subject to change from time to time in the sole and absolute discretion of Owner. The capitalized terms contained in these Membership Policies are defined in Article 11. The Membership Policies, Rules and Regulations and the Membership application and agreement shall be collectively referred to as the “*Membership Documents*”.

ARTICLE 2.

PROPERTY

2.1 Facilities. The facilities of the Club include 3 18-hole golf courses with practice facilities, a Yacht Club and Marina, a Fitness Center & Day Spa, Grand Pines Lodge, Country Club Clubhouse, 9 tennis courts, 2 swimming pools, locker rooms, golf and tennis pro shops, food and beverage dining rooms/areas, and such other property and facilities as the Owner may make available (collectively, the “*Facilities*”). The Villas are not facilities of the Club and are currently under a property management agreement with the Club for rental use by Members and guests of the Club. The Facilities described above may be modified or deleted, together with such other property as the Owner may make available.

2.2 Ownership/Management. The Club is owned by Bentwater on the North Shore, Ltd., a Texas limited partnership, and/or its affiliates or successors and assigns (the “*Owner*”). The Owner may delegate any duties or responsibilities contained in the Membership Documents to the Board of Governors of the Owner (the “*Board*”), comprised of the officers of the Owner, key Club management personnel, and such other individuals as are appointed by the Owner, which Board represents the Owner in certain aspects of managing and operating the Club. Where applicable, references to the decision-making authority of the Club herein and in the Rules and Regulations shall mean the Board.

ARTICLE 3.

MEMBERSHIP

3.1 General. Pursuant to the Declarations, Social Membership (as defined below) in the Club must be maintained on each lot within Bentwater and the owner of multiple lots is obligated to maintain social membership on each lot owned. Notwithstanding the foregoing,

Membership in the Club shall be evidenced by a copy of the Membership application and agreement signed by the Member and by the Owner and/or his or her Designee. In addition, each Member, upon approval of their Membership category, shall receive for Membership and payment of the Initiation Fee and other required fees, a Membership Account Number for the Member and his or her Family.

In lieu of a spouse, a Member may add a Significant Other to their Membership. The Club reserves the right to require the Member to provide documentation confirming the relationship between the Member and the Member's Significant Other. The Member may also be required to sign a Letter of Guarantee, ensuring the Member's responsibility for the charges and actions of the Member's Designee and/or Significant Other.

3.2 Qualification for Membership. Ownership of a home or homesite in the Bentwater Development is a requirement for Club Membership. Pursuant to applicable deed restrictions, Bentwater Property Owners shall be required to maintain at least a Social Membership in the Club for so long as such Person continues to own property in the residential community referred to as the "***Bentwater Development***". Every Membership shall be held in the name of 1 Person and Memberships are limited to 1 per home or homesite in the Bentwater Development.

3.3 Membership Categories. Memberships shall be available in the categories set forth in Article 4. The Owner shall have the right (i) to discontinue offering any categories of Membership, (ii) to create additional categories or classes of Membership, conferring such rights and privileges and imposing such obligations as it deems appropriate, and (iii) to prescribe the qualifications and requirements for Membership in any such class or category.

3.4 Availability of Memberships. The Owner reserves the right (i) to increase or decrease the authorized number of Memberships in any class or category, (ii) to suspend offering Memberships in any class or category, and (iii) to undertake new Membership offerings, at any time as it deems appropriate in its sole and absolute discretion.

3.5 Membership Account Numbers. A Membership Account Number indicating the authorized user's name and type of Membership shall be issued to each Member and to the members of his or her Family. Members and their Families must have identification with them at all times while using the Facilities. The rules regarding the use of a Membership Account Number shall be set forth in the Rules and Regulations for the Club.

3.6 Corporate Membership. In the event a home or homesite in the Bentwater Development is purchased by a partnership, company, trust, or other form of entity ownership (collectively, the "***Entity***"), the Membership for that property may be held in the name of said Entity, and the Entity shall designate one individual (the "***Designee***") to use the Membership in accordance with these Membership Policies and the Rules and Regulations of the Club. The Designee is subject to the Club's regular selection and admissions process. No Person other than the Designee and his or her immediate Family and guests will be entitled to use the Membership. The Club reserves the right to require the Entity to provide documentation confirming its establishment as a business entity and the relationship between the Designee and the Entity. The Entity shall be jointly and severally responsible with the Designee for all Dues, Fees, and Charges incurred under the Membership, as per the required Letter of Guarantee. Subject to the

approval of such Person for Membership and the payment of the current Administrative Fee, the Entity shall be allowed to change the Designee no more than once per 12-month period. All references to Member utilization rights and use restrictions contained herein shall apply to the Designee.

ARTICLE 4.

MEMBERSHIP CATEGORIES

4.1 Membership Categories.

(a) **Grand Membership.** A Grand Membership is a transferable membership available to Bentwater Property Owners that entitles the Member and his or her Family to the following benefits:

(i) **Use of Facilities.** Full use of the Grand Pines Golf Club, the Weiskopf and Miller golf courses, the clubhouses and dining facilities at the Grand Pines Lodge, the Yacht Club, the Country Club and the Sports Club, use of the tennis courts, the Fitness Center & Day Spa, the Marina and the swimming pool facilities;

(ii) **Transfer Privileges.** The right to transfer the Membership in the Club, subject to the terms and conditions set forth in Section 6.4;

(iii) **Reserved Advance Golf Start Times.** Advanced reservations for golf start times, as determined and published by the Club;

(iv) **Golf Privileges.** Full golf privileges on the Grand Pines, Weiskopf and Miller golf courses without payment of greens fees for golf play;

(v) **Guest Play.** Guest use of golf facilities, subject to the payment of applicable guest fees and the Club's Guest Policy;

(vi) **Sport Club Fitness and Tennis Privileges.** Sports Club Fitness and Tennis Privileges without the payment of usage fees except for special classes or programs;

(vii) **Social Privileges.** Social Privileges at the Grand Pines Golf Club, the Yacht Club and the Country Club; and

(viii) **Boat Slip Rental.** Rental of boat slip locations on a space-available basis; and

(ix) Golf Tournament Play. Participation in all Club-sponsored golf tournaments.

(b) Country Club Membership. A Country Club Membership is a transferable Membership available to Bentwater Property Owners that entitles the Member and his or her Family to the following benefits:

(i) Use of Facilities. Full use of the Weiskopf and Miller golf courses, the Clubhouse and dining facilities of the Yacht Club and Country Club, and use of the Racquet Club, Fitness Center & Day Spa, Marina, and swimming pool facilities;

(ii) Transfer Privileges. The right to transfer the Membership in the Club, subject to terms and conditions set forth in Section 6.4;

(iii) Reserved Golf Start Times. Advanced reservations for golf start times, as determined and published by the Club;

(iv) Golf Privileges. Full golf privileges on the Weiskopf and Miller golf courses without the payment of greens fees for golf play;

(v) Guest Play. Guest use of golf facilities on the Weiskopf and Miller golf courses, subject to the payment of applicable guest greens fees and the Club's Guest Policy;

(vi) Racquet Club, Fitness Center & Day Spa Privileges. Racquet Club, Fitness Center & Day Spa Privileges without the payment of usage fees except for special classes or programs;

(vii) Social Privileges. Social Privileges at the Country Club and the Yacht Club;

(viii) Boat Slip Rental. Rental of boat slip locations on a space-available basis; and

(ix) Golf Tournament Play. Participation in all Club-sponsored golf tournaments held on the Weiskopf and Miller golf courses.

(c) Master's Golf Membership. A Master's Golf Membership is a transferable Membership available to Bentwater Property Owners that entitles the Member and his or her Family to the following benefits:

(i) Use of Facilities. Full use of the Weiskopf and Miller golf courses, the Clubhouse and dining facilities of the Yacht Club and Country Club, and use of the Racquet Club, Fitness Center & Day Spa, Marina, and swimming pool facilities;

(ii) Transfer Privileges. The right to transfer the Membership in the Club, subject to terms and conditions set forth in Section 6.4;

(iii) Reserved Golf Start Times. Advance reservations for golf start times, as determined and published by the Club;

(iv) Golf Privileges. Full golf privileges on the Weiskopf and Miller golf courses with the payment of reduced greens fees (40% off the current posted guest greens fees);

(v) Guest Play. Guest use of Golf Facilities on the Weiskopf and Miller golf courses, subject to the payment of applicable guest greens fees and the Club's Guest Policy;

(vi) Racquet Club, Fitness Center & Day Spa Privileges. Racquet Club, Fitness Center & Day Spa Privileges without the payment of usage fees except for special classes or programs;

(vii) Social Privileges. Social Privileges at the Country Club and the Yacht Club;

(viii) Boat Slip Rental. Rental of boat slip locations on a space-available basis; and

(ix) Golf Tournament Play. Participation in all Club-sponsored golf tournaments held on the Weiskopf and Miller golf courses.

(d) Sports Club Membership. A Sports Club Membership is a transferable Membership available to Bentwater Property Owners that entitles the Member and his or her Family to the following benefits:

(i) Use of Facilities. Full use of the Clubhouse and dining facilities of the Yacht Club and Country Club, and use of the Racquet Club, Fitness Center & Day Spa, Marina, and swimming pool facilities;

(ii) Transfer Privileges. The right to transfer the Membership in the Club, subject to the terms and conditions set forth in Section 6.4;

(iii) Golf Privileges. This Membership has no golf privileges;

(iv) Racquet Club, Fitness Center & Day Spa Privileges. Racquet Club, Fitness Center & Day Spa Privileges without the payment of usage fees except for special classes or programs;

(v) Social Privileges. Social Privileges at the Country Club and the Yacht Club;

(vi) Boat Slip Rental. Rental of boat slip locations on a space-available basis; and

(vii) Guest Policy. Guest use of the non-golf Facilities, subject to the payment of applicable guest fees and the Club's Guest Policy.

(e) Social Membership. A Social Membership is a transferable Membership available to Bentwater Property Owners that entitles the Member and his or her Family to the following benefits:

(i) Use of the Facilities. Full use of the Clubhouse and dining facilities of the Yacht Club and Country Club, and use of the Marina and swimming pool facilities;

(ii) Transfer Privileges. The right to transfer the Membership in the Club, subject to terms and conditions set forth in Section 6.4;

(iii) Boat Slip Rental. Rental of boat slip locations on a space-available basis; and

(iv) Other. This Membership has no Racquet Club, Fitness Center or Golf privileges. Day Spa may be used subject to fees and charges.

(f) Closed Golf Club Membership. A Closed Golf Club Membership is a transferable Membership that entitles the Member and his or her Family to the following benefits:

(i) Use of Facilities. Full use of the Clubhouse and dining facilities of the Yacht Club and Country Club, and use of the Racquet Club, Fitness Center & Day Spa, Marina, and swimming pool facilities;

(ii) Transfer Privileges. The right to transfer the Membership in the Club, subject to the terms and conditions set forth in Section 6.4;

(iii) Reserved Golf Start Times. Reserved golf start times 4 days in advance;

(iv) Golf Privileges. Full golf privileges on the Weiskopf and Miller golf courses without the payment of greens fees for golf play;

(v) Guest Play. Guest use of golf facilities on the Weiskopf and Miller golf courses, subject to the payment of applicable guest greens fees and the Club's Guest Policy;

(vi) Racquet Club, Fitness Center & Day Spa Privileges. Racquet Club, Fitness Center & Day Spa Privileges without the payment of usage fees except for special classes or programs;

- (vii) Social Privileges. Social Privileges at the Country Club and the Yacht Club;
- (viii) Boat Slip Rental. Rental of boat slip locations on a space-available basis; and
- (ix) Golf Tournament Play. Participation in all Club-sponsored golf tournaments held on the Weiskopf and Miller golf courses.
- (x) Upgrades or Downgrades. This Membership is closed to upgrades or downgrades from other Membership categories.
- (xi) Closed to new Members. This Membership is no longer available.

ARTICLE 5.

APPLICATION FOR MEMBERSHIP

5.1 Application for Membership. Membership in the Club is by application. The application form shall request the following information:

- (a) The name and address of the applicant;
- (b) Information on applicant's qualifying Family members;
- (c) Information regarding the applicant's business;
- (d) The Membership category for which the applicant is applying;
- (e) Evidence the applicant is a Bentwater Property Owner;
- (f) ACH authorization (auto-debit);
- (g) Other information as the Membership Director, General Manager, or Owner considers appropriate.

5.1 Initiation Fee. All applications for Membership shall be accompanied by a nonrefundable fee in the amount established by the Owner for the category of Membership specified on the application (the "**Initiation Fee**").

5.2 Membership Activation. A Club Membership will be activated and provide usage privileges upon the last to occur of (i) the receipt by the Club of evidence that the applicant is a Bentwater Property Owner, (ii) submission of the completed Club application, (iii) payment by the applicant of the required Initiation Fee, Transfer Fee, Exchange Fee, and/or Administrative Fee, as applicable, and (iv) approval of the applicant for his or her Membership type by the Club. All proceedings of the Club with regard to Membership type approval shall be strictly confidential. The Club shall have sole and absolute discretion with regard to type of Membership

and charging privileges. A Member's obligation to pay dues under a Membership commences on the date of closing of the Member's purchase of a home or homesite in the Bentwater Development.

ARTICLE 6.

MEMBERSHIP POLICIES

6.1 Eligibility. Any financially qualified Bentwater Property Owner over the age of 18 shall be eligible to join the Club without regard to race, color, national origin, sex, religious preference, creed, or any disabilities of the Person.

6.2 Dual Home or Homesite Temporary Downgrade Policy. Any Member in good standing who owns 2 or more homes or homesites in the Bentwater Development, each with upgraded Memberships (i.e., any Membership category other than Social Membership), may, by written request to the Owner and proof of property ownership, have one of those upgraded Memberships temporarily downgraded to a Social Membership until the first to occur of (i) the expiration of 6 months from the date the Owner receives and approves the request or (ii) the Member sells 1 of the homes or homesites. A Member may receive one temporary dual home or homesite downgrade of one Membership per Member and/or Family pursuant to this Section.

6.3 Temporary/Hardship Downgrade. A Member whose upgraded Membership is in good standing may request to have such Membership temporarily downgraded to a Social Membership for a period not to exceed 6 months. A Member may not request such provision more than once during the lifetime of the Membership per Family and shall be required to provide verification, as requested by Owner, of the medical or severe financial condition necessitating such action. Such downgrades will be granted in Owner's sole discretion, for a period not to exceed 6 months. A Member who has received a downgrade for financial hardship will have the Member's charging privileges suspended during the period of downgrade.

6.4 Transfer of Membership. No Member shall have any right to sell, pledge, hypothecate, assign or otherwise transfer or encumber all or partial ownership of his or her Membership except as may specifically be authorized in this Section, which Section may be amended by the Owner. Since ownership of property in the Bentwater Development is a requirement for Club Membership, the benefits and obligations of a Membership held by a Bentwater Property Owner shall terminate on the date of closing of the sale of the Member's home or homesite in the Bentwater Development. Upon payment to the Club of a Transfer Fee concurrently with the closing, a Membership may be transferred through the Club to the subsequent purchaser of a Member's home or homesite in the Bentwater Development, subject to the following terms and conditions:

(a) Membership Transfer. Upon receipt of full payment of the applicable Transfer Fee for the Membership, the Club shall effectuate transfer of the transferable Membership as follows: the Club shall cause the Membership of the transferring Member to be canceled on the books of the Club and shall issue a new Membership of the same class (or most comparable class) to the approved applicant. All applicants must complete the application requirements as set forth in Section 5.1. The Club reserves the right to

approve only a Social Membership if the applicant, in the opinion of the Club, does not meet the qualifications for other Membership categories. The Club may increase or decrease the amount, or change the method of payment of such Transfer Fee at any time and from time to time, in its sole discretion.

(i) Partial Ownership Change. A partial change in ownership that results in a change in the primary Member shall necessitate the payment of a Transfer Fee.

(b) Exchange Fee/Owners of Multiple Lots. For the exchange of Memberships from one home or homesite owned by a Member to another home or homesite owned by the same Member, the Member shall be charged an Exchange Fee, as set by the Club from time to time (the “*Exchange Fee*”). All allowed exchanges of such Memberships are subject to the payment of the Exchange Fee. A Member who owns more than one home or homesite in the Bentwater Development may request to switch Memberships from one home or homesite owned by such Member to another owned by same Member under the following conditions; (i) both deeds must be in the same name, (ii) both Memberships must be in the same name as the deeds and (iii) both Club Accounts must be current and in good standing. The request must be to the Membership Director and the appropriate Exchange Fee must be submitted.

(c) Transfers Upon Death. Upon the death of a Member, if the Member’s surviving Spouse continues to be a Bentwater Property Owner, the Club will reissue the Membership in the name of the surviving Spouse within 90 days after the Member’s death. Any election by the surviving Spouse to downgrade such Membership must be requested prior to such reissuance. The surviving Spouse must pay all applicable dues and charges. Upon the death of a Member and the Member’s surviving Spouse, or if a deceased Member is not survived by a Spouse, the Membership may be transferred to an Immediate Family Member of the Member or the Member’s Spouse, with no transfer fee required, so long as the Immediate Family Member inherits the Member’s or Member’s Spouse’s residential home or homesite in the Bentwater Development. The surviving Spouse or the Immediate Family Member, as applicable, must complete an application for Membership, agree to abide by the Rules and Regulations and Membership Policies then in effect, and pay all applicable dues and charges.

(d) Administrative Fee. For the reassignment of Memberships due to the downgrading of a Membership other than a forced downgrade due to (i) a delinquency, (ii) a change in name or names on a current Membership, (iii) a change due to the consolidation of lots, (iv) a change in the name on a deed for a property still at least partially owned by the same Member, or (v) a change in the Designee for a Membership, the Member shall be charged an Administrative Fee, which may be changed from time to time by the Club (“*Administrative Fee*”). All allowed transfers of such Memberships through the Club are also subject to the payment of the then current published Administrative Fee at the time of such change requested by the Member.

(e) Financed Memberships, Fees and Dues. In the event any portion of the Initiation Fee, Upgrade Fee, dues or other fees have been financed or are owed to the

Club, the Member shall be obligated to pay in full to the Club the remaining unpaid balance of said amounts as a condition precedent to transferring his or her Membership, as provided herein.

6.5 Upgrade of Membership. Any Member in good standing may apply to upgrade his or her Membership by filing an application with the Club for the Membership category desired and paying in full of the difference between (i) the Initiation Fee for the desired Membership category being charged by the Club at the time of the upgrade, and (ii) the Initiation Fee in effect for the Membership classification being held by the Member at the time of the upgrade (the “**Upgrade Fee**”). In the event a Member requesting an upgrade to his or her Membership later seeks a downgrade of his or her Membership, the Member will not be entitled to any refund of the Upgrade Fee. Consideration of an application for a Membership upgrade will be based on the criteria and will be conducted in accordance with the procedures set forth in these Membership Policies. If a Membership in the desired Membership classification is available, the Member will be so notified and a new Membership Account Number indicating the new Membership classification will be issued to the Member. If the desired Membership classification has no available Memberships, the Member will be notified and placed on a waiting list for that classification.

6.6 Downgrades. At Club’s sole discretion, downgrades from one Membership category to another may be permitted.

6.7 Changes in Membership Categories. All requests for changes affecting Membership status, privileges, or charges must be made by giving the Club 30 day’s prior written notice by completing the required Club forms and returning them to the Membership Director along with the applicable fee. A Member’s Club Account must be current and in good standing before approval for a change will be granted.

6.8 Disputes. With regard to any claim or dispute about the ownership of a Membership, the Club may rely on the Membership application and may confirm ownership of that Membership in the name of the Person listed on the application. The Club will not become involved in any domestic or other dispute concerning ownership or issuance of a Membership and does not have any liability or responsibility for the resolution of such disputes.

6.9 Leave of Absence. A leave of absence or inactive Membership status is not permitted.

6.10 Temporary Medical Upgrade to Sports Club Membership. Any Social Member in good standing may request to have his or her Membership temporarily upgraded from a Social Membership to a Sports Club Membership for a period not to exceed 6 months. The Member will be required to pay the current published Sports Club dues rate during the period of temporary upgrade. A Member may not request such upgrade more than once during the lifetime of the Membership per Family. Such upgrades will be granted in the Owner’s sole discretion for a period not to exceed 6 months. Should the Member wish to permanently upgrade his or her Social Membership to the Sports Club Membership level, an Upgrade Fee will be required at the time of permanent upgrade. Upon a transfer of the Member’s Membership, the transfer shall be of a Social Membership unless the transferring Member pays the applicable Upgrade Fee.

6.11 Lot Consolidations. Upon the receipt of an approved and recorded Lot Consolidation Application from Bentwater Property Owners Association, Inc., the resulting composite building sites shall thereupon be regarded as 1 “lot” for all purposes. The effective date at which the Club recognizes this consolidation of the Bentwater memberships shall be the date such document is recorded with the State of Texas, County of Montgomery.

ARTICLE 7.

MEMBERSHIP RIGHTS AND USAGE

7.1 Membership Rights. A Membership is the contractual privilege, subject to the terms, conditions, and restrictions recited herein, by which designated Persons enter onto the Club premises for the purpose of using and enjoying the available Facilities at the times and in the manner set forth in these Membership Policies. Members agree to abide by these Membership Policies as presently enacted or hereafter amended. These Membership Policies, as amended or supplemented, will be maintained in the Country Club Front Office and are available for review upon request during normal business hours of the Club and are posted on the Club’s website.

7.2 No Equity Rights or Vested Interest. **The Club is not an equity club. Membership is nonequity and non-participatory. Membership does not imply any right or privilege to participate in or to administer the Club’s business policies and does not create any vested, proprietary, prescriptive, or easement rights or interests of any nature in land, the Club, the Facilities, or in any of the Owner’s assets. A Member acquires only a revocable license to use the Facilities, in accordance with the terms and conditions of these Membership Policies, the Rules and Regulations, and the application for Membership, as same may be amended from time to time in the Owner’s sole discretion. The Owner reserves the right to temporarily discontinue operation of any or all of the Facilities, to sell the Facilities, to issue or revise the privileges applicable to any type of Membership, and to make any other changes in the terms and conditions of Membership or the Facilities available for use by the Members.**

7.3 Applicability of Membership Policies. These Membership Policies apply to every Member, his or her Family, any Designee and his or her Family, and guests.

ARTICLE 8.

PAYMENT OF DUES AND CHARGES

8.1 Statement and Payments. Monthly statements are closed on the last day of each month and shall be mailed to the Members, unless a Member has authorized the Club to communicate via email, in which case, they will be made available electronically, on the last day of the month. Payment is due upon receipt and is considered late on the 30th day of the following month. Late fees will be added to all outstanding balances not paid each month. Notwithstanding the foregoing, the Club may suspend the charging privileges of any Member or Designee for any or all services otherwise provided for credit, at any time, at the Club’s sole discretion. In the event that the information provided on a Member’s Membership application with regard to credit

card accounts becomes incorrect for any reason, including, but not limited to, expiration due to passage of time or closure of accounts, the Member shall provide to the Club's accounting department whatever data is necessary to update such information. All Members are encouraged to join the ACH Debits-Direct Payment Program. Members who choose not to join the ACH payment program will be placed on a "cash only" status.

(a) All ACH payments will be drafted on or about the 20th day of each month. In the event the Member has authorized the Club to communicate via email, email notice shall be sufficient means to provide such notice of ACH drafts under this Section 8.1.

8.2 Past Due, Delinquency and Revocation. Effective management of accounts receivable at the Club is important and necessary to protect the rights and privileges of every Member. Accordingly, it is necessary to institute the following policies with regard to those Members who do not maintain their Club Accounts in a timely manner:

(a) After notifying a Member either by mail or by telephone that his or her Club Account is past due 30 days, his or her charging privileges may be suspended. In the event the Member has authorized the Club to communicate via email, email notice shall be sufficient means to provide such notice under this Section 8.2;

(b) Any Member whose Club Account becomes delinquent, which is defined as being over 30 days past due, may be denied charging and playing privileges until the Club Account is made current. Additionally, all Club Accounts held by such Member are subject to suspension until all Club Accounts are made current. In the event a Member's spouse, Entity, or related individual also holds a membership(s), the accounts of such spouse, Entity, or related individual may also be suspended at the Club's discretion. The Member will be notified by mail or email (if applicable) and may be contacted by telephone of such suspension.

(c) The upgraded Membership of any Member whose Club Account is 45 days or more past due may be permanently downgraded to a Social Membership and all Social Membership privileges of such Member may be suspended until the Club Account is made current. Additionally, all Club Accounts held by such Member are subject to the terms of this Section 8.2(c) until all Club Accounts are brought current. In the event a Member's spouse, Entity, or related individual also holds a membership(s), the accounts of such spouse, Entity, or related individual may also be suspended until all Club Accounts are made current. A Membership downgrade made pursuant to this Section shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary, including filing a lien against such Member's property, to collect all delinquent sums.

8.3 Returned Payments. The Club has the right to charge a fee for any checks or ACH drafts returned from the bank. Please see the schedule of fees and charges for the current returned payment fee.

8.4 Crediting of Account. All bills must be paid in full. Members with any questions regarding their statement should contact the accounting department and any credits due to the Member will be credited to the Member on the following month's statement. A credit may never be taken against any Initiation Fee, Upgrade Fee, Exchange Fee, or any other applicable fees.

ARTICLE 9.

INFRACTIONS AND DISCIPLINE

9.1 Violations. The Club may suspend or otherwise discipline any Member or any member of a Member's Family (i) for the commission of any violation of these Membership Policies or the Rules and Regulations, (ii) for conduct unbecoming of a Member, (iii) for any offense against the best interests of the Club, including having a past due or delinquent Club Account, (iv) for providing fraudulent information, or (v) for other good and sufficient cause as determined by the Club.

9.2 Suspension. A Member who has been suspended pursuant to these Membership Policies shall be required to pay monthly dues applicable to his or her Membership classification following the effective date of suspension. However, no portion of any fee or monthly dues previously paid by a suspended Member shall be refunded or prorated. During the period of suspension, the Member and his or her Family shall have no rights or privileges to use the Facilities. Any Member, who is suspended is not permitted to use the Facilities as the guest of another Member or under any memberships owned by such Member or under another Membership owned by the Member's spouse, Entity, or related individual. A suspension may be lifted at such time as the violation has been remedied or the delinquent sums have been paid, as applicable.

9.3 Procedure for Infractions and Discipline. A written notice shall be prepared and mailed to the Member within 10 business days of any violation of the Membership Documents, describing the violation, noting all parties involved, and specifying the action taken by the Club. A copy of the notice will be placed in the Member's file.

9.4 Procedure for Suspension.

(a) A written notice of suspension shall be delivered by mail to the Member. Upon suspension, the Member shall thereafter have no rights or privileges to use the Club. Suspension does not prejudice or affect in any manner the Club's right to use all legal remedies available to collect any delinquent indebtedness.

(b) Suspensions may vary in duration, in the Owner's sole discretion.

9.5 Hearing Following Suspension. The following procedures shall be made available by the Club so that the suspended Members may be afforded an opportunity to have their situation reviewed by more than one individual and to ensure that all circumstances are taken into account:

(a) The Member may request a review hearing, which will be held before the General Manager. If the Member does not wish the hearing to be held before the General Manager, he or she may so advise the Club in his or her request for a hearing, in which case, a designated representative of the Club superior to the General Manager may serve as the hearing officer. The Member's request for a hearing must be delivered to the Club within 15 days following the date upon which the Club mails the notice of suspension to the Member; and

(b) The review hearing will be conducted within 30 days from the date that Member's request for the hearing is delivered to the Club. The Member may attend the review hearing in person or by representation. Following such hearing, the General Manager or designated representative of the Owner will make every effort to reach a mutually acceptable resolution. In the event such a resolution is not reached, the decision of the General Manager or the Owner's designated representative is final and binding.

ARTICLE 10.

MISCELLANEOUS

10.1 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 Membership Policies and the Rules and Regulations. Furthermore, each Member agrees (i) to hold harmless the Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, (ii) to indemnify the same, and (iii) to provide a defense by counsel, of the Owner's choosing, from any claim, liability or loss which results from or is connected with any violation of these Membership Policies or the Rules and Regulations by the Member, Member's Family or guests, or any dispute arising from Membership.

10.2 Release and Disclaimer. While using the Facilities or participating in Club events, whether on or off the premises, Members and their Family and guests are charged with the responsibility of using proper judgment and caution at all times. The Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, assume no liability for injuries caused to or incurred by any Member, Family member, guest or other user, or for damage to property resulting from the use of the Facilities. Consequently, any Member, guest or other Person who uses or accepts the use of any of the Facilities or services, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at his or her own risk and shall hold the Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, harmless from any injury, damage, claim, or liability resulting from such use or engagement.

10.3 Personal Property. Each Member, Family member, or guest is responsible for his or her own personal property. The Club is not responsible for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. Personal property left by any Person on the Club premises and not claimed within 30 days may be

disposed of by the Club staff without notice. No bailment is intended, nor created, by the preceding sentence.

10.4 Modification of Facilities. The use of the Facilities may be modified or otherwise restricted as deemed necessary by the Club. Membership does not create any presumption that the Facilities or services that are now or hereafter available will continue to be available in their current state or condition.

10.5 Marketing Usage of Facilities. The Owner reserves the right to permit various representatives and agents reasonable use of the Facilities for the purpose of marketing homesites and Club Memberships.

10.6 Membership Categories. The Club, at all times, retains the full right to modify categories of Membership and the right to revise any or all of the Membership privileges applicable to any Membership category.

10.7 Liability for Damage.

(a) Each Member is liable for any damage to any of the Facilities or any Person caused by him or her, his or her Family, or guests. Payment is due immediately upon presentment to the Member of a statement for costs.

(b) Persons playing on the golf course are expected to respect the rights of Persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the Member should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the matter to the golf shop upon completion of play. Failure to do so will constitute a violation of these Membership Policies and may be grounds for disciplinary action.

(c) Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their conduct. The Club is not responsible for injuries which may result from errant balls or cart accidents. In the event a Member causes such injury, the Member should contact the injured party and take responsibility for the incident and should report the matter to the golf shop immediately. Failure to do so will constitute a violation of these Membership Policies and may be grounds for disciplinary action.

10.8 Associations. The Club, the Owner, the Board and the General Manager do not assume any responsibility or accept or incur any liability for the activity of any association. No association rules or policies may be contrary to or in conflict with these Membership Policies or the policies established by the Club, the Owner or the Board.

10.9 Recovery of Damages or Dues. If the Club is required to turn a Member's Club Account over to a collection agency or to institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Membership Policies or the Rules and

Regulations against a Member, the Member agrees he or she shall be responsible for all costs of collection and court costs and reasonable attorneys' fees incurred by the Club.

10.10 No Agency. No Member or any Person participating in the activities of any Club association shall have the authority, express or implied, to act on behalf of or as an agent for the Club, the Owner, the Board or the General Manager.

10.11 Amendment, Entire Agreement. These Membership Policies, as presently enacted or hereafter amended, the Rules and Regulations, as presently enacted or hereafter amended, and the Membership application constitute the entire agreement between each Member and the Owner. None of these documents, nor the rights and obligations they create, may be modified, amended, enlarged, or revised orally. These Membership Documents may only be amended by a written amendment adopted by the Owner. All amended or supplemented Membership Documents must be posted on the Club's Website.

10.12 Membership Charges. All Initiation Fees, dues and miscellaneous charges and fees, annual, monthly or otherwise, are determined solely by the Club. The Club reserves the right, in the future, to change the amount of the Initiation Fees, Transfer Fees, Administrative Fees, Exchange Fees, Upgrade Fees, dues, fees, and charges (collectively, "***Dues, Fees, and Charges***"). Membership in good standing is conditioned upon prompt payment, in full, of all Dues, Fees and Charges as assessed by the Club, unless otherwise permitted by the Owner. A Member may be subject to disciplinary action, including forfeiture of Membership, for failure to meet his or her financial obligations. The schedule of Dues, Fees, and Charges in effect at any given time is contained in a classification table available for review at the Membership office.

10.13 Notice.

(a) Any notice to be given by the Club or the Owner to a Member may be mailed or otherwise delivered to that Member at the address which the Member lists on his or her application for Membership, unless that address has subsequently been changed by notice delivered to the Club 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 3 days after the notice is delivered, postage prepaid, to the United States Postal Service.

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

BENTWATER YACHT & COUNTRY CLUB, LTD.
800 Bentwater Drive
Montgomery, Texas 77356
Attention: General Manager

10.14 Independent Company. The Members recognize and acknowledge that the Owner is a limited partnership, chartered under the laws of the State of Texas, to whom the Members will solely look and who is solely responsible for the obligations and liabilities of the Owner recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Members further recognize and acknowledge that no other Entity or entities, including (i) the Owner's partners, (ii) any individual, or (iii) any corporation or other Entity affiliated with the Owner which may form, organize, provide services to, provide loans and funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of the Owner, by direct dealings with the Members or those acting for them, is in any manner liable or responsible for the obligations and liabilities of the Owner, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

ARTICLE 11.

DEFINITIONS

11.1 **ACH** means Bentwater's auto-debit program for payment of Members' Club Accounts.

11.2 **Administrative Fee** means the fee associated with the administrative actions set forth in Section 6.4(d).

11.3 **Bentwater Development** means the residential community located in Montgomery County, Texas known as "Bentwater".

11.4 **Bentwater Property Owners** means Persons owning homes or homesites in the residential community referred to as "Bentwater".

11.5 **Board** has the meaning set forth in Section 2.2.

11.6 **Children** means all natural and adopted children of a Member, as well as a Member's stepchildren and children for whom the Member is a legal guardian.

11.7 **Club** means Bentwater Yacht & Country Club, Ltd.

11.8 **Club Account** means an account established by the Club in each Member's name, to which Club fees and charges incurred by the Member, his Family and guests may be charged.

11.9 **Country Club Member** means any Member who holds a Country Club Membership.

11.10 **Country Club Membership** has the meaning set forth in Section 4.1(b).

11.11 **Designee** has the meaning set forth in Section 3.6.

11.12 ***Dependent Parent*** means the parent of a Member or a Member's Spouse who is over the age of 69, who is retired, and who resides in the same residence as the Member. Upon written request of a Member designating a Dependent Parent and furnishing such information as the Club requires, the Club may determine and authorize, in its sole and absolute discretion, whether the individual qualifies as a Dependent Parent.

11.13 ***Dues, Fees, and Charges*** has the meaning set forth in Section 10.12.

11.14 ***Entity*** has the meaning set forth in Section 3.6.

11.15 ***Exchange Fee*** means the fee associated with the administrative actions set forth in Section 6.4(b).

11.16 ***Facilities*** means the facilities described in Section 2.1.

11.17 ***Family*** means (i) the Spouse or Significant Other of a Member or Designee, (ii) the unmarried Children of such Member, Designee or Spouse who are under the age of 25, who maintain the same principal residence as the Member or Designee, as applicable, and who are enrolled as full-time students or serving in the United States armed forces, and (iii) a Dependent Parent.

11.18 ***General Manager*** means the Person who is responsible for the day-to-day operation of the Facilities; supervision of employees of the Club, maintenance of Membership records, and such other duties as may be designated by the Owner from time to time.

11.19 ***Golf Carts*** means electric motorized riding golf carts.

11.20 ***Golf Club Member*** means any individual holding a Golf Club Membership.

11.21 ***Golf Club Membership*** has the meaning set forth in Section 4.2(a).

11.22 ***Golf Memberships*** means Grand Memberships, Country Club Memberships, Master's Golf Memberships and Golf Club Memberships.

11.23 ***Immediate Family Member*** means the parent, brother, sister, or natural or adopted child of a Member or a Member's Spouse who inherits the home or homesite of a Member or Member's Spouse in the Bentwater Development upon the death of a Member or the Member's spouse.

11.24 ***Initiation Fee*** has the meaning set forth in Section 5.2.

11.25 ***Masters Golf Member*** means any individual holding a Masters Golf Membership.

11.26 ***Masters Golf Membership*** has the meaning set forth in Section 4.1(c).

11.27 ***Member*** means any individual who is accepted for Membership in any Membership category or classification of the Club specified in these Membership Policies and who has paid the applicable Initiation Fee.

11.28 **Membership** means a license to utilize the Facilities in accordance with the Membership Documents. This term may also be used to refer to the collective group of all members (*i.e.*, the Membership).

11.29 **Membership Account Number** has the meaning set forth in Section 3.5.

11.30 **Membership Documents** has the meaning set forth in Article 1.

11.31 **Owner** means Bentwater on the North Shore, Ltd., a Texas limited partnership, and its successors and assigns.

11.32 **Membership Policies** means these Membership Policies for the Club, as may be amended from time to time by the Owner, at the Owner's sole discretion.

11.33 **Person** means a natural person.

11.34 **Push / Pull Carts** means a 3 or 4 wheeled cart that carries golf bags.

11.35 **Rules and Regulations** means those rules, regulations, policies and procedures, designated and amended from time to time by the Owner.

11.36 **Assistance Animal** means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.

11.37 **Significant Other** has the following restrictions: to qualify as a Significant Other, the Member and the proposed Significant Other must not be related by blood, must be unmarried, must reside in the same household and must hold themselves out to be in a personal couple relationship. Upon written request of a Member designating a Significant Other and furnishing such information as the Club requires, the Club may determine and authorize, in its sole and absolute discretion, whether the individual qualifies as a Significant Other and therefore is entitled to the use of the Facilities without the payment of additional dues or guest fees and is entitled to the same privileges as other members of the Family. A Member may not request a change in the designation of a Significant Other more than once in any 12 month period. The Member may also be required to sign a Letter of Guarantee, ensuring the Member's responsibility for his or her Significant Other's charges and actions.

11.38 **Social Member** means any individual holding a Social Membership.

11.39 **Social Membership** has the meaning set forth in Section 4.1(e).

11.40 **Sports Club Member** means any individual holding a Sports Club Membership.

11.41 **Sports Club Membership** has the meaning set forth in Section 4.1(d).

11.42 **Transfer Fee** means the fee associated with the transfer of the applicable category of Membership.

11.43 ***Upgrade Fee*** has the meaning set forth in Section 6.5.

11.44 ***Website*** refers to the Club's website address at www.bentwater.com.

RULES AND REGULATIONS

ARTICLE 1.

NAME AND PURPOSE

BENTWATER ON THE NORTH SHORE, LTD. (the “**Owner**”), owner of BENTWATER YACHT & COUNTRY CLUB, LTD. (the “**Club**”), in its sole discretion at any time may establish additional Rules and Regulations and may modify or rescind existing Rules and Regulations set forth herein. Decisions made by the Owner regarding the interpretation and application of these Rules and Regulations shall be final and binding on all Persons using the Club Facilities. The capitalized terms used herein shall have the same meaning as set forth in the Membership Policies for Bentwater Yacht & Country Club, Ltd. (the “**Membership Policies**”), as they may be amended from time to time, unless the context shall require otherwise and then the term is not capitalized.

ARTICLE 2.

GENERAL

2.1 Hours of Operation. The Club reserves the right to establish, amend, or modify the hours of operation of the Club, and any component or individual Facility thereof. The Club’s hours of operation will be established and published by the Club considering the season of the year and other circumstances. Absolutely no admission to the Club is allowed when the Club is closed.

2.2 Conduct.

(a) The Members, Families, and their guests shall abide by all of the Membership Policies and these Rules and Regulations. Usage of the Club constitutes acknowledgement of the terms and conditions set forth in the Membership Documents.

(b) Any Member, Family member, or guest who conducts himself or herself in an unbecoming manner, as determined by the Club, or who knowingly violates any Club policy or rule may be denied service by the Club and/or be sanctioned as provided in the Membership Policies and these Rules and Regulations.

(c) Due consideration of the rights and comforts of others shall be given at all times while using the Facilities.

(d) All food and beverages consumed at the Facilities must be furnished by the Club and may be consumed only in areas designated at the Club. No outside food or beverage is permitted unless approved by the Clubhouse Manager or in conjunction with a Club sponsored event.

(e) No fireworks are permitted at the Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted or sanctioned by the Owner.

(f) No Member shall use or furnish the Membership list of addresses, phone numbers, or email addresses for any purpose, including, but not limited to, solicitations.

2.3 Members' Accounts.

(a) Food and beverage charges, purchases, equipment rentals, and other charges incurred by a Member, Family member, or guest may be paid for by cash, approved credit card, or billed to the Member's Club Account, provided the Member's Club Account is in good standing and the Member has completed the ACH Debits-Direct Payment Program. All tickets to bill to a Member's Club Account must be signed by the Member including charges incurred by such Member's guests.

(b) All expenses, including costs and attorneys' fees, incurred by the Club for checks returned by the Member's bank, Non-Sufficient Funds by ACH, or a guest's bank shall be borne by the responsible Member.

(c) Any Member desiring cancellation of any service must do so by written notice sent to the Club. The Member shall continue to be charged and shall be obligated to pay for any service provided prior to receipt of written notice of cancellation. No cancellation of service shall be retroactive without expressed written approval of the Owner.

(d) Members are responsible for any and all charges incurred but not paid for at the time of service or purchase.

(e) It is the obligation of the Member to send notice to the Club of any address change (both physical address and email address, if applicable).

2.4 Club Equipment.

(a) No property or furniture of the Club shall be removed from the room, the patio, or other area in which it is placed without the prior approval of the Club.

(b) No Club property shall be loaned or removed from the Facilities without prior written permission from the Club.

(c) A Member shall be responsible for damage to Club property resulting from misuse by the Member, his or her Family or guests. All repair or replacement costs may be charged to the responsible Member.

2.5 Unauthorized Entry. Maintenance and equipment buildings, kitchens, golf cart storage areas, attics, bar areas and other service areas are off limits to the Members, their Families and guests, unless accompanied by an authorized employee of the Club.

2.6 Alcoholic Beverages. No alcoholic beverages shall be brought onto or removed from the Facilities by the Members, their Families or guests, nor shall any alcoholic beverages be served or consumed at the Facilities in violation of the Texas Alcoholic Beverage Commission laws.

2.7 Traffic and Parking.

(a) While using the Club Facilities, vehicles shall be parked only in appropriate parking spaces and in strict observance of any traffic regulations that may be established by the Owner. Vehicles which are parked in reserved, restricted, or unmarked areas may be removed at the expense of the responsible Member.

(b) Recreational vehicles (“RVs”), and mopeds, mini-bikes, all-terrain vehicles, and other unlicensed motorized vehicles are not permitted at the Facilities without the permission of the Club. Motorcycles and bicycles shall be restricted to parking areas only and are subject to the same Rules and Regulations as other vehicles. Only registered golf carts and golf course maintenance vehicles shall be permitted on the golf courses.

(c) Vehicles and trailers left on Club property longer than 72 hours may be removed by a third-party towing service at the expense of the responsible member or guest.

(d) Golf carts may be parked only in designated cart parking areas. The Club reserves the right to periodically audit the parking situation and carts not parked in designated cart parking areas are subject to a ticket and fine of \$25 per occurrence. Non-permitted carts are not allowed on the course at any time.

2.8 Solicitation.

(a) No advertisement, solicitation, petition, or notice shall be posted at the Facilities without prior approval of the Club.

(b) No business activity or solicitation of any kind shall be conducted at the Facilities without prior approval of the Club.

2.9 Pets. No dogs or other pets (with the exception of Assistance Animals) are allowed at the Facilities, except under special circumstances with prior authorization of the Club. A Member is responsible for any damage or injury caused by an animal owned by or brought upon the Facilities by the Member, his or her Family or guests. Any approved animal or Assistance Animal is to be kept under control by a responsible person at all times.

2.10 Prohibited Activities. The Club shall have the right and power to prohibit any games, sports, or other activities which it may, in its determination, consider harmful to the interests of the general Membership and/or the Club and its Facilities.

2.11 Personal Property. The Club will not be responsible for any damage to or loss of personal property, regardless of the cause. Any personal property left at the Facilities without payment of storage fees for 30 days 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.

2.12 Guest Privileges. All guests shall be entitled to limited guest privileges as set forth in the Club's Guest Policy.

2.13 Family Privileges.

(a) The Club reserves the right to cancel the privileges of any Family member for failing to abide by the terms and conditions of the Membership Policies and these Rules and Regulations, as may be amended from time to time in the Owner's sole discretion.

(b) Persons under 12 years of age must be accompanied by a parent or other Person 18 years of age or older who will assume responsibility for the former's safety and behavior while at the Facilities, unless otherwise approved by the Club.

(c) Persons under the applicable drinking age are not permitted in any bar area unless accompanied by a parent. Persons under the applicable drinking age are not permitted to sit at any bar at any time.

(d) Persons under the age of 18 are not permitted to use the Facilities after 10:00 p.m. unless accompanied by a Person 18 years of age or older.

(e) The Members shall be responsible for the conduct of their Family members at all times while at the Facilities.

2.14 Parties/Reservations. Certain Facilities of the Club may be available for private parties from time to time. Arrangements for private parties or special parties for the Members or non-members should be made through the Club, in advance. The Club may establish guidelines regarding notice, operations, additional services, and hours. No performance by entertainers will be permitted at the Facilities without the permission of the Club.

2.15 Liability.

(a) The Members their Families and guests shall use the Facilities at their own risk and shall assume sole responsibility for their personal property. The Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, shall not be held liable for personal injury to any Person, nor for loss or damage to personal property used or stored at the Facilities, whether in lockers or elsewhere. Each Member shall be legally and financially responsible for his or her acts or omissions, as well as those of the Member's Family and guests. Each Member shall indemnify and hold the Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, harmless from any loss, cost, claim, injury, or damage incurred by the Member, his or her Family or guests, or arising out of the conduct of the Member, his or her Family or guests.

(b) In any action under the Membership Policies or these Rules and Regulations arising out of any event operated, organized, arranged, or sponsored by the Owner at the Club, the prevailing party shall be entitled to be reimbursed by the non-

prevailing party for all costs and expenses incurred by it, including court costs, attorneys' fees, travel, expenses, and other costs, through all trial and appellate proceedings.

2.16 Membership Account Numbers.

(a) A Membership Account Number, indicating the Member's name and the type of Membership, shall be issued to each Member, and to the Members of his or her Family, at the time the Membership Application is approved. Membership Account Numbers will not be activated for Children under the age of 12. The Members and their Families must have identification with them at all times while using the Facilities.

(b) A Membership Account Number may not be used by any Person other than the Person to whom it is issued. Membership Account Numbers are nontransferable.

(c) In the event that a Membership Account Number is being used by someone other than the person to whom it was issued, the Club must be notified immediately. The Member's Club Account may be canceled, as determined by the Club. In the event the Member's Club Account is canceled, the Club will issue a new Membership Account Number. Until notification is received in writing by the Club, the Member shall be responsible for all charges placed on the Club Account.

(d) 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.

2.17 Dining Reservations and Cancellations.

(a) Dinner reservations are recommended for use of the food Facilities as determined by the Club. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day of the reservation or as designated for the event.

(b) For all functions of the Club held in the dining rooms of the Club, tables will be seated on a first-come, first-served basis. The Club will make every effort to accommodate special requests for tables, seating arrangements and reservations received for preferred seating.

(c) Reservations for dining will be held for only 15 minutes after the reserved time.

2.18 Service Charges.

(a) A service charge, as determined by the Club, will be added to all food and beverage sales for the convenience of the Members.

(b) In the sole and absolute discretion of the Club, the Club may send a letter providing an opportunity for the Members to contribute to a holiday fund for employees; suggested contributions to the holiday fund will be voluntary. The Club employs many

people, ranging from those in office administration to those in Clubhouse services and golf course maintenance, and such holiday fund, if created, provides the Membership with an opportunity to show their appreciation of the employees' efforts. The Club shall be responsible for the distribution of these funds.

2.19 Attire.

(a) The Club shall have a dress code which shall provide specifics on acceptable attire at the Club (the "***Dress Code***"). The intent of the Dress Code is to provide a family friendly environment. It is expected that the Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that the Members will advise their Family and guests of the Dress Code requirements. From time to time, exceptions to the Dress Code may be made, as published by the Club. Based on the function, Club management may institute a different Dress Code for parties or special events. The Dress Code may be changed by the Club from time to time and shall be published on the Club's website and a hard copy shall be available on request in the Club's management offices.

(b) The General Manager shall have the authority to restrict Member or guest access to Club Facilities if their attire is deemed not appropriate.

2.20 Club Services and Activities.

(a) The Club reserves the right to sponsor various corporate, social, cultural, and recreational events at which time use by the Members may be restricted.

(b) The Club may sponsor various social, cultural, and recreational events in which all the Members may be invited to participate. Activities will be publicized on the Club's Website.

(c) Reservations are required for most social events of the Club and are taken on a first-come, first-served basis by registering with the appropriate personnel of the Club or on the Club's Website. Cancellation of reservations after any published deadline for cancellation, which is typically 72 hours prior to the event, may result in the Member being charged a fee as determined by the Club.

(d) The Club wishes to encourage the use of the Clubhouse Facilities by the Members for private parties. The Members must make reservations with the Club's Catering Office for available dates and arrangements. The Member assumes full responsibility for the party and for the conduct of such Member's guests in accordance with the Membership Policies and these Rules and Regulations.

(e) The Club may require the advance payment of a security deposit by the Member who assumes responsibility for a private party. The Member sponsoring the party shall be responsible for any damage caused by the installation and removal of party décor. Party décor is only permitted with prior approval by the Club's catering team.

2.21 Emergency Policies.

(a) The Club reserves the right to close any Clubhouse Facility due to emergency situations, such as inclement weather, fire or threat.

(b) The Villas at Bentwater reserves the right to cancel any reservations due to emergency situations, such as inclement weather, fire or threat.

(c) AED Defibrillators are located throughout the Facilities and are on a Good Samaritan basis only.

2.22 Use of Intellectual Property. The Club or its representatives, agents or contractors may take photos of Members, their families and guests at the Facilities and may use such photos in any manner deemed appropriate by the Owner without payment of any fee. All intellectual property rights associated with such photos shall be the sole property of the Owner.

ARTICLE 3.

RACQUET CLUB RULES

3.1 Registration. All Members, their Family and guests must register at the fitness desk before playing tennis.

3.2 Guest Fees. The Members are responsible for the checking in and payment of any guest fees before play. Guest fees allow guests to enjoy the Racquet Club for 2 hours of play (based on availability), the Fitness Center & Day Spa and Pool.

3.3 Court Assignments. All players must play on the court reserved online through the reservation website. If a player must cancel his or her reserved time, the player must cancel online or notify the Tennis Professional (if cancellation online is not possible). The Club may implement a rule requiring players to notify the fitness desk when they finish playing early so that this court may be reassigned.

3.4 Reservations.

(a) Courts may be reserved on the Club's Website. Names of all players desiring to use the court are required for court reservations. Play during unreserved times shall be on a first-come, first-served basis. Court time is restricted to a maximum of 2 hours per reservation. The Club reserves the right to designate other times when play will be limited.

(b) If the party who has reserved a court fails to show or register within 15 minutes of the scheduled court time, the reserved court will be considered open to any waiting Members for play. Court cancellations should be made at least 12 hours before scheduled playing time. Failure to cancel reservations may result in a no-show fee.

(c) Court reservations may be made 72 hours in advance.

(d) All Members must make reservations only in their own name.

(e) Night lights, where available for tennis courts, will be turned on as needed and turned off no later than 10:00 p.m.

3.5 Tournaments and Clinics.

(a) The Club reserves the right to make the tennis courts available for tournament and promotional play, at which time use by the Members may be restricted.

(b) Except during special events, only members of the professional staff are permitted to render instruction at the Club. Lessons should be scheduled through the tennis professional. Lessons not canceled 24 hours in advance will be subject to a charge.

(c) All internal and external League matches, team practices, special Club events, and lessons shall have priority over normal court use. Cancellations of these reservations must be done through the Racquet Club office.

3.6 Attire. Proper tennis attire and regulation equipment are required at all times on the courts. No cutoffs, jeans, bathing attire, sleeveless shirts for men, bare feet, or shoes other than smooth-sole, regulation tennis shoes will be allowed on the courts. Shirts must be worn at all times.

3.7 Inclement Weather. All players are responsible for their own safety. While Club will attempt to warn players during hazardous conditions, under no circumstances shall the Club, the Owner, the Board or any individual employee or agent of the Club or Owner be held liable for failing to warn players of hazardous weather conditions.

3.8 Towels. Towels are available at the tennis desk and must be returned to a used towel bin after play. Towels are subject to a no-return fee.

3.9 Children. Persons under 18 years of age who are not playing tennis are not permitted in the court enclosures, and Children are not permitted to play in the area of the tennis courts. No unattended Children under the age of 12 years will be permitted in the tennis shop at any time.

3.10 Tennis Etiquette.

(a) The Members, their Family and guests are urged to familiarize themselves with the rules of tennis etiquette.

(b) No Person shall enter or cross another court while a point is in play.

(c) All Persons requesting the return of a tennis ball from another court should ask only when play on the court has halted. Players should not retrieve a tennis ball from another court themselves.

(d) Loud or quarrelsome conduct or profanity is prohibited on the tennis courts. No obnoxious behavior will be permitted. The tennis professional, any staff member, and the General Manager have the authority (i) to enforce all Rules and Regulations, (ii) to supervise the general conduct of all Persons at the tennis courts, (iii) to maintain order, and (iv) to reprimand, restrict, discipline, and evict any individual not complying with the Rules and Regulations.

(e) No Person shall distract or interfere with players while a match is in progress.

3.11 Prohibited Activities.

(a) No skating, rollerblading, skateboarding, bicycling, or any other activity that may cause damage to the court surface is permitted. The cost of repairing any damage to the court surface resulting from such prohibited activity will be charged to the responsible Member's Club Account.

(b) No glass containers are allowed on the courts.

(c) Smoking is prohibited on the courts and the surrounding areas.

(d) Persons not playing should stay off the court surface.

(e) No games other than tennis and pickleball may be played on the court.

(f) Courts should be vacated promptly after the reserved playing time is over.

(g) No outside food or beverage is permitted in the tennis area.

ARTICLE 4.

SWIMMING POOLS

4.1 Registration. All Members shall register their guests at the fitness desk; failure to register a guest may result in loss of pool privileges for the Member.

4.2 Hours of Operation.

(a) The pool hours shall be established and published by the Club, and shall be subject to change, as determined in the sole discretion of the Club, and depending on utilization of the pool Facilities by the Members. Members may only use the Facility during normal hours of operation unless previously approved by the Club. Absolutely no admission to the pool areas and no swimming are allowed when the pools are closed.

(b) The pools and surrounding pool areas will be closed during inclement weather. All users are responsible for their own safety in the pools and pool areas during hazardous weather conditions. While the Club will attempt to warn users and close the pools when conditions dictate, under no circumstances shall the Club, the Owner, the

Board or any individual employee or agent of the Club or Owner be held liable for failing to warn users of hazardous weather conditions or the need to vacate the pool areas.

(c) No animals (other than Assistance Animals) are allowed at the swimming pools.

(d) The Club reserves the right to set aside designated time during hours of normal pool operation for special events or programs, during which time use by the Members may be restricted.

4.3 Pool Rules.

(a) All Persons using the pool and pool area shall be responsible for their own safety and shall be deemed to have assumed the risk of using the pool and pool area, and agree, by their presence in the pool and pool area, that the Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, shall not be held liable for any loss, injury or death arising out of the use of the pool or pool area.

(b) Persons under the age of 14 and all minors who are unable to swim are not permitted in the swimming pool areas unless accompanied, at all times, by a parent or other Person 18 years of age or older who agrees to assume responsibility for the child's safety and behavior, unless otherwise approved by the Club.

(c) Club employees may clear the pool areas at any time.

(d) Small water toys may be used in the pools for the entertainment of small Children. The Club may implement a rule prohibiting large inner tubes, full-size air mattresses or rafts, paddle boards, or other toys.

(e) Club employees shall have the authority to enforce all Rules and Regulations and to supervise the general conduct of all Persons in the pool areas. Club employees shall have full authority to maintain order, reprimand, discipline, restrict, and evict any individual not complying with the Rules and Regulations.

(f) Showers are required before entering any pools.

(g) Radios, televisions, and similar electronic devices may be listened to if played with headphones at a volume which is not offensive to other Members and guests.

(h) Snorkels, fins, masks, kick boards, weights, and inflatable devices are not permitted in the pools unless permission is obtained from the General Manager or their use is required for a class.

(i) Glass bottles, drinking glasses, and sharp objects are not permitted in the pool areas.

(j) Bicycles, scooters, rollerblades and skateboards are restricted from the pool areas.

(k) Running, wrestling, pushing, dunking, ball playing, towel popping, and noisy or other hazardous activity will not be permitted in the pool areas, including the locker rooms.

(l) Lifesaving and pool cleaning equipment should be used only for the purposes intended.

(m) No outside food or drink is permitted at the pool during summer hours of operation (Memorial Day – Labor Day).

(n) No outside alcoholic beverages are allowed at the pool at any time.

(o) Smoking is not permitted in the pool areas.

4.4 Illness, Medical Conditions. Persons are not permitted in the pools if they have any open sores or cuts, a cold, cough, fever, infection of any kind, skin rash, inflamed eye(s), or are wearing bandages.

4.5 Attire. Appropriate regulation swimsuits of reasonable discretion and good taste must be worn when using the pools. Shorts of any kind are not allowed when swimming. At the pool, gentlemen will not wear their swimsuits below their hips. Undergarments will not be visible above the swimsuit. Cover-ups are required when going to and from the pool.

4.6 Guest Pool Privileges.

(a) Guests of the Members are entitled to use the pool Facilities upon registration at the fitness desk. The Members will be billed for all charges incurred by their guests, including, without limitation, daily fees, food and beverage, and retail items.

(b) No Member may sponsor more than 5 guests for admission to the pool areas per day. Guests must be accompanied by the sponsoring Member when using the pool Facilities; provided, however, that guests may use the pool Facilities without the accompaniment of the Member if prior approval from the Club is obtained by the Member.

(c) Guest privileges may be limited during peak periods as determined in the sole discretion of the Club.

4.7 Pool Parties. All pool parties must be arranged through the Club's Catering Office for available dates and arrangements. The Member must assume full responsibility for the party and for the conduct of the Member's guest in accordance with the Membership Policies and these Rules and Regulations.

ARTICLE 5.

GRAND PINES & MILLER/WEISKOPF GOLF RULES

5.1 Registration. All golfers must register at the golf shop and pay all applicable guest, cart, and greens fees before beginning play. The Members are responsible for the payment of fees incurred on account of their guests.

5.2 Reservations.

(a) The hours of golf course play, practice facility hours, and golf shop hours will be posted in the golf shop and are subject to change, as determined in the sole discretion of the Club, and depending on golf course and weather conditions. The golf professional, in consultation with the golf course superintendent, shall determine when the golf courses are playable and such decision shall be final and binding on all persons using the golf course.

(b) All players will be assigned a starting time through the golf shop. Starting times may be reserved by calling the Club during golf shop hours or on the Club Website. All names are required for a starting time reservation. All Rules & Regulations concerning starting time reservations will be made by the Club and are subject to change. Starting time reservation Rules & Regulations will be published by the golf shop.

(c) The Club may implement a policy requiring players to check in and register at the golf shop at least 30 minutes prior to their scheduled starting times. Players who fail to check in and register in accordance with this section shall be subject to losing their starting times.

(d) The golf shop shall be notified of all cancellations at least 24 hours prior to the scheduled starting time. Failure to notify the golf shop may result in a cancellation fee being charged to the Club Account of the responsible Member equal to the amount of the fee charged for the golf cart use.

(e) No more than 1 starting time may be reserved by the same Member, or a member of his or her Family, per 5 hour period. A Member and a member of his or her Family may reserve separate starting times on the same day; provided, however, no more than 2 starting times may be reserved on behalf of the same Membership per 5 hour period.

(f) Fivesome groups shall notify the golf proshop prior to commencing play. There may be times that the golf shop will not permit fivesomes throughout the day. Twosomes and singles will be grouped with other players, if available, and, if necessary, at the times determined by the golf staff.

(g) The Club may designate certain playing times for players 18 years old or younger.

5.3 Tournaments and Clinics.

(a) The Club reserves the right to make the golf course and practice facility available for tournaments and clinics, at which time use by nonparticipants may be restricted.

(b) Except during special events, only Members of the golf professional staff are permitted to render golf instruction at the Club. Lessons should be scheduled through the golf professional.

(c) No golf tournaments, outings or events, shall be permitted unless approved in advance by the Club.

(d) Any Member holding a Membership which permits golf course play and with a United States Golf Association-approved handicap shall be eligible to participate in Club golf tournaments. PGA Professionals may be allowed to play in Club events at the discretion of the Director of Golf or the General Manager.

5.4 Equipment and Attire.

(a) Every player must have a set of golf clubs and a golf bag. No sharing of golf clubs shall be permitted.

(b) Electronically controlled Rovers are not permitted except as approved by the Board.

(c) Proper golf attire is required for all players. A description of “proper attire” shall be posted on the Club’s website. Members are required to ensure that their guests and Family members are aware of the dress code in advance and adhere to such rules. Proper attire shall mean the following:

- Shirts with collars, golf or walking shorts, slacks or skirts (for women) are considered proper attire. Mock collarless shirts are acceptable. Denim, cut-off shorts, cotton t-shirts, tank tops, tennis or other athletic shorts and bathing suits are not permitted.
- Only golf shoes, tennis shoes, or other approved shoes shall be worn on the golf course and practice areas. Any shoes other than golf shoes must be approved by the golf professional staff.

5.5 Golf Cart Use.

(a) Electric golf carts, herein referred to as golf carts, shall be assigned at the golf shop at the time of registration and their use shall be mandatory unless, in the Club’s discretion, persons are permitted to walk and carry their clubs.

(b) No vehicles other than golf course maintenance vehicles, golf carts provided by the Club, and private golf carts subject to a Private Cart Agreement executed by the cart owner and Club management, shall be permitted on the golf course. Private Cart permits will be issued only to those members holding memberships which include golfing privileges.

(c) The Club's golf carts are restricted for use on the golf course and practice areas. The Club's golf carts may not be removed from the Facilities at any time.

(d) Additionally, the Club may require that Members pair up during grow-in and transition periods due to over seeding, tournament dates, inclement weather or other circumstances or conditions, as deemed necessary by the Club. These specific times will be determined by Club Management and will be posted in advance when possible.

(e) Golf carts shall be operated only by Persons 16 years of age or older with a valid automobile driver's license.

(f) No more than 2 Persons and 2 sets of golf clubs are permitted on a golf cart at one time.

(g) Golf carts shall remain on cart paths where available. Drivers must observe and obey all signs, stakes, roped-off areas, and other markers used to guide carts. Golf carts shall not be driven or parked within 30 feet of any tee, bunker, green, or hazard, except on cart paths. When driving golf carts on fairways, care should be taken to avoid soft areas. Golf carts are not to be driven over sprinkler heads. Golf cart traffic and directional signs must be obeyed at all times.

(h) Golf carts are operated at the risk of the operator. The cost of repairing any damage to golf carts or the golf course resulting from improper operation will be charged to the Member in whose name the operator is playing at the time the damage occurs. An accident involving a golf cart or a player must be reported and recorded with the pro shop as soon as possible.

(i) Golf carts are to be returned to the staging area. The Member who rents a golf cart may be fined if a golf cart is left in the parking lot or any other non-designated area.

(j) Violation of these golf cart rules may result in immediate suspension of playing privileges and ejection from the golf course.

(k) The Club reserves the right to limit the number of private carts on the golf Facilities.

(l) The towing of private carts is not allowed.

(m) All officially stickered carts for accommodations under the Americans with Disabilities Act must qualify through the golf shop.

5.6 Practice Facility.

- (a) Practice balls are for use on the practice facility only and are not permitted to be used on the golf course.
- (b) Hand ball shaggers are not permitted.
- (c) Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice facility.
- (d) Proper golf attire is required at all times in the practice facility.
- (e) When practicing, the Members are to use the practice facility only. Under no circumstances are the regular tees, greens, or fairways to be used as practice areas.

5.7 Handicaps. Handicaps are computed under the supervision of the Director of Golf in accordance with current United States Golf Association (“*USGA*”) recommendations. The handicap committee, if any, or the golf professional will keep and record accurate records of scores turned in for full rounds played.

5.8 Golf Course Play.

- (a) Jogging, walking, bicycling, skating, rollerblading, the use of scooters, walking of dogs or any other activity that may cause damage to the course or cart paths are not permitted. The cost of repairing any damage resulting from such prohibited activity will be charged to the responsible Member’s Club Account. No fishing is permitted from the golf course or adjacent areas.
- (b) All play shall start at the number one tee unless permission to start elsewhere is obtained in advance from the Club. All players must check in with the starter. Under no circumstances shall players start play from residences.
- (c) Ball hawking is not permitted on the course at any time.
- (d) No wading or swimming into water hazards shall be permitted. Balls may be retrieved only from banks of water hazards.
- (e) All players shall repair ball marks on greens, sand divots, and smooth sand traps before moving to the next tee.
- (f) All players shall maintain a reasonable rate of play. The Club encourages a pace of play by its Members so that, under normal circumstances, a round of golf may be completed in 4 ½ hours or less, including any time stopping between nines. The Club may monitor the pace of play through the efforts of a marshal during the hours of play.
- (g) Golf carts should not be parked in front of the green or in other areas that will impede the rate of play.

(h) When play of a hole is completed, Members shall leave the green promptly, and proceed to the next tee without delay. Members shall do the scoring for the completed hole while the others in the group are playing from the next tee.

(i) The Club reserves the right to require instruction for the Members who are beginners or inexperienced, prior to allowing them to use the golf courses. The intent of the Club is to assist the Members in obtaining a level of skill and knowledge which will enhance the enjoyment of the game for them, as well as the other Members.

(j) No golf course play shall be permitted during any period that the course is closed. "Course closed" and "hole closed" signs are to be adhered to without exception.

(k) The golf shop may require junior players to pass a rules, etiquette and ability test prior to course play.

(l) The rules of golf adopted by the USGA shall govern all play, except as modified by the rules set forth herein. Violation of any golf rule may result in a fine and a disciplinary letter written to the player by the Club.

(m) Players shall observe the rules of golf etiquette as adopted by the USGA at all times.

(n) If lightning is in the area, all play shall cease and players shall return to the Clubhouse as soon as possible. All players are responsible for their own safety during hazardous weather conditions. While the Club may, from time to time, attempt to warn players and/or require play to cease, under no circumstances shall the Club, the Owner, the Board or any individual employee or agent of the Club or Owner be held liable for failing to warn players of hazardous weather conditions or the need to cease play and return to the Clubhouse.

5.9 Guest Playing Privileges. Guest play will be subject to approval of the Club and shall be in accordance with the Club's Guest Policy. The Club may, from time to time, designate times when guest play is prohibited. The maximum number of times a particular person may use the Grand Pines Facilities as a guest of any Member during each calendar year is 6 times, excluding Member-guest events or any other special golf events or tournaments. The maximum number of times a particular person may use the Miller/Weiskopf Facilities as a guest of any Member during each calendar year is 8 times, excluding Member-guest events or any other special golf events or tournaments.

5.10 Disciplinary Actions. Violation of the golf policies will result in the below disciplinary actions. The Club reserves the right to amend these actions as it sees fit per the situation.

(a) First Offense – Verbal warning

(b) Second Offense – Written warning

(c) Third Offense – 1 week suspension of golf privileges

(d) Fourth Offense – 1 month suspension of golf privileges

(e) Fifth Offense – 6 month suspension of golf privileges

ARTICLE 6.

FOOD AND BEVERAGE

6.1 Service Hours. The service hours of the different food and beverage departments shall be published in the “Dining” section on the Club’s Website and may be changed, as determined in the sole discretion of the Club.

6.2 Banquets and Special Functions.

(a) The catering department should be contacted for information and reservations regarding all banquets and special functions.

(b) All reservations for banquets and special functions require a deposit payment.

(c) Available dates may be reserved up to 5 working days prior to the requested date.

(d) The number of guests attending must be guaranteed 14 days before the function.

(e) The hosting Member is required to pay the guaranteed quantity cost as well as the cost of any additional service rendered above this quantity guarantee. Payment must be made in full in cash, by approved credit card, or by check 14 days prior to the day of the function.

(f) All food and beverage charges are subject to a service/gratuuity charge and to applicable sales tax.

6.3 Banquets & Special Functions Cancellation Policy.

(a) The Club reserves the right, at its sole option, to cancel service or change reserved dates not less than 60 days prior to the date of a reserved function. In the event of such cancellation by the Club, the Club will refund 100% of the room reservation deposit. All other deposits are non-refundable, except as set forth below for cancellation by a Member more than 180 days before the function date.

(b) In the event a Member cancels a reserved function for any reason, the Club will be entitled to a cancellation fee as liquidated damages (plus a service charge and applicable taxes) at the time of cancellation as follows:

i. 0 to 30 days prior to the function-100% of the estimated revenue

ii. 31 to 60 days prior to the Function-75% of the estimated revenue

iii. 61 to 90 days prior to the Function-50% of the estimated revenue

(c) A Member who cancels a reservation less than 7 days prior to the scheduled time of the event will be obligated to pay all costs of the event unless otherwise noted in the event's written agreement with the Club.

6.4 Member Restrictions.

(a) The Members are not permitted in the kitchens or behind the bar.

(b) No food or beverage is to be consumed at the Facilities unless purchased from the Club.

(c) Smoking is prohibited in all dining areas including the clubhouse and Club patios.

6.5 Liquor. It is illegal for any Person to bring alcoholic beverages onto the Facilities for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Facilities. The Club, in its sole discretion, may refuse to serve alcoholic beverages to any Member, their Family members or guests for any reason. Minors may not purchase or consume alcoholic beverages anywhere at the Facilities.

ARTICLE 7.

MARINA RULES

7.1 Registration. All guest and non-Marina tenants must register at the Marina Ship Store. Members are responsible for the payment of fees incurred by their guests.

7.2 Hours of Operation. The hours of operation of the Ship Store and Marina will be posted in the Ship Store and on the Club's Website and are subject to change, as determined in the sole discretion of the Club, and depending on Lake and weather conditions.

7.3 Slip Rentals.

(a) All private boats leasing a slip at the Bentwater Marina are subject to a Private Slip Rental Agreement.

(b) Private boats may be docked at the Marina for a daily fee based on availability.

7.4 Boat Launch Usage. All trailers and trailered vehicles (with or without watercraft) shall be restricted to the designated Boat Launch Parking Lot and are subject to removal if left longer than 72 hours per visit. Trailers and trailered vehicles (with or without watercraft) found in violation of this policy may be removed by a third-party towing service at the expense of the responsible Member. Trailers, RV's or vehicles other than boat trailers, are not permitted in the trailer parking area.

7.5 Marina Rules.

(a) All boaters are responsible for their own safety. While the Club will attempt to warn boaters during hazardous conditions, under no circumstances shall the Club, the Owner, the Board or any individual employee or agent of the Club or Owner be held liable for failing to warn boaters of hazardous Lake or weather conditions.

(b) Marina attendants shall have the authority to enforce all Rules and Regulations and to supervise the general conduct of all Persons in the Marina area. Marina attendants shall have full authority to maintain order, reprimand, and discipline, restrict and evict any individual not complying with the Rules and Regulations.

ARTICLE 8.

FITNESS CENTER & DAY SPA RULES

8.1 Registration. All Members, their Family members and their guests must register at the Fitness desk prior to entering the workout areas or Spa. All Members must present their Membership Account Number to the Fitness Center attendants for admission to the Fitness Center. The Member shall register their guests and shall be responsible for the payment of all appropriate charges. Failure to register or to pay guest fees may result in suspension of Fitness Center privileges for the Member.

8.2 Hours of Operation.

(a) The Fitness Center & Day Spa hours shall be established and published on the Club's Website and shall be subject to change as determined by the Club. Absolutely no admission to the Fitness Center & Day Spa is allowed when the Fitness Center & Day Spa are closed.

(b) The Club reserves the right to set aside designated time during hours of normal operation for special events or programs, during which time use by Members may be restricted.

8.3 Fitness Center Rules.

(a) Loud or quarrelsome conduct or profanity is prohibited in the Fitness Center. No obnoxious behavior will be permitted. The Fitness Center director, any staff member or the General Manager have the authority to enforce all Rules and Regulations, to supervise the general conduct of all Persons at the Fitness Center & Day Spa, to maintain order and to reprimand, restrict, discipline and evict any individual not complying with the Rules and Regulations and posted weight room etiquette guidelines.

(b) Smoking is prohibited in the Fitness Center & Day Spa.

(c) No Children under the age of 13 are permitted in the workout area. Children ages 13 – 15 may workout with a parent. Children ages 16 – 18 may workout without a parent.

(d) No food or beverages, other than water, are permitted in the workout areas. No glass containers are allowed in the Fitness Center or Day Spa.

(e) The Fitness Center will provide towels. There will be a charge, determined by the Club, for towels which are not returned.

(f) No animals are allowed in the Fitness Center or Day Spa at any time other than Assistance Animals whose handler must comply with all guidelines.

8.4 Fitness Center Attire. Proper workout attire is required at the Fitness Center. All persons must wear shirts, shorts and athletic smooth-soled shoes. Torn or tattered clothing is not allowed. Members and guests may not enter the Fitness Center from the pool while wet or without appropriate attire. Appropriate attire includes shoes, shirts and shorts or swimsuit cover-up.

8.5 Guest Fees. The Members are responsible for registering their guest and for the payment of any guest fees prior to use. This allows guests to enjoy the Fitness Center & Day Spa. Fitness Center guests must be sponsored by a Member.

8.6 Cancellation Policy. There is a 24 hour cancellation policy on all personal training, spa, and hair salon appointments. All services not cancelled within this time period will be charged to the Member's Club Account.

8.7 Liability. Prior to using the Fitness Center, and its Facilities, all Persons may be required 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 Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, from any liability, loss, cost or damage arising from the Person's use of the Fitness Center. Notwithstanding the foregoing, Persons are responsible for their own safety and shall be deemed to have assumed the risk of using the Fitness Center and are deemed to have released the Club and the Owner, and their owners, officers, partners, representatives, employees and agents, including but not limited to the General Manager and the Board, from any liability, loss, cost or damage arising from the Person's use of the Fitness Center. It is the responsibility of all Persons using the Fitness Center to consult with their physician, 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 Center or engaging in active or passive exercise.

ARTICLE 9.

THE VILLAS AT BENTWATER

9.1 Registration. All guests must register with the Front Desk and pay all applicable fees. Members are responsible for the payment of fees incurred by their guests.

9.2 Reservations.

(a) Villa rates for Members and guests are based on availability and seasonality and are subject to change as determined in the sole discretion of the Owner. Rates for long term stays may be available at the sole discretion of the Owner.

(b) All Members will be assigned a reservation number at the time of making a reservation. Room assignments are not guaranteed.

(c) Check in time is 3:00 p.m.; check out time is 11:00 a.m.

(d) Rates allow for 2 Persons per room. A fee will be charged for each additional guest. Children under the age of 16 stay free with parents.

(e) Special requirements may be established for holidays as determined by the Club.

(f) Cancellations must be made 72 hours prior to arrival date to avoid a one-night charge. Reservations for Holiday stays must be canceled 2 weeks prior to the Holiday to avoid a two-night charge.

9.3 Villa Use.

(a) The Club reserves the right to reserve rooms for various corporate, social, cultural and/or recreational events at which time use by Members may be restricted.

(b) Pets (except Assistance Animals) are allowed in the Villas only upon payment of a pet deposit.

(c) Smoking is not permitted in the rooms. If smoking occurs in the Villas a fee will be assessed to the Member's Club Account.

(d) Each Member is responsible for any damage to the Villas caused by themselves or any of their guests.

(e) Villa rooms may be unavailable due to maintenance, refurbishing or any other reason as determined by the Club.

(f) The Villas are owned by the Owner and are currently under a property management agreement with Bentwater Yacht & Country Club, Ltd.

ARTICLE 10.

SUSPENSION

10.1 Suspension. The rights of any Person or Persons entitled to use the Club may be suspended or terminated for any of the following reasons:

- (a) Commission of any felony or misdemeanor theft at the Facilities;
- (b) Existence of a Club Account that is 45 or more days past due;
- (c) Willful destruction of the property of the Club, or of a staff Member, Member, or Family member or guest of a Member;
- (d) Physical or gross verbal abuse of staff, Members, or their Family or guests;
- (e) Conduct unbecoming a Member;
- (f) Falsifying information on any Club document; and
- (g) Continued and repeated violations of these Rules and Regulations or the Membership Policies.