



February 22, 2021

Mr. Christopher Carthy, Chairman  
and Members of the Planning Board  
Town of North Castle  
17 Bedford Road  
Armonk, NY 10504

RE: JMC Project 20101  
The Summit Club at Armonk  
Bedford Road (Route 22)  
Town of North Castle, NY

**Response to Town Comments Resubmission (Temporary Clubhouse Facilities)**

Dear Chairman Carthy and Members of the Planning Board:

On behalf of the owner and applicant, Summit Country Club, LLC, we are pleased to submit the following documents for your continued review of the Site Plan Application for the proposed temporary clubhouse facilities on The Summit Club golf course property:

I. JMC Drawings:

<u>Dwg. No.</u>	<u>Title</u>	<u>Rev. #/Date</u>
C-100	Temporary Clubhouse Facilities Site Plan	1 02/22/2021
C-200	Temporary Clubhouse Facilities Grading and Erosion & Sediment Control Plan	1 02/22/2021
C-900	Temporary Clubhouse Construction Details	1 02/22/2021
C-901	Temporary Clubhouse Construction Details	1 02/22/2021

2. The Summit Club at Armonk Membership Plan, dated 11/15/2020

3. The Summit Club at Armonk Membership Rules & Regulations, dated 11/15/2020

The revisions depicted on the above noted plans reflect responses to comments outlined in the Town of North Castle Planning Department memorandum, dated January 19, 2021, and the Kellard Sessions Consulting, P.C. memorandum, dated January 21, 2021. For ease of review, we have repeated and enumerated the comments in italic print, followed by our responses:

**Town of North Castle Planning Department, dated January 19, 2021**

Town Board Special Use Permit Comment

Comment No. 1

*Given the Applicant's desire to obtain a special use permit with temporary facilities for the 2021 spring golf season and the complicated questions associated with the full special use permit request (600 members, 300 seat event space, tennis courts in the front yard, enclosed tennis bubbles, and not yet designed club facilities and guest suites), it is recommended that the Applicant split the requested special use permit into a temporary special use permit for the spring of 2021 and a longer term special use permit request that can be processed during the 2021 golf season.*

Response No. 1

The comment is so noted. As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. A Town Board Public Hearing is scheduled for 02/24/2021 for the Special Use Permit associated with the Temporary Clubhouse facilities.

Temporary 2021 Special Use Permit Comments

Comment No. 2

*Given the limited on-site parking (125 spaces), infrastructure and amenities, it is recommended that the number of members for the 2021 season be reduced from the 600 currently proposed. It is recommended that the Applicant propose a more limited 2021 membership count that can be supported by the proposed limited amenities and infrastructure.*

Response No. 2

The applicant has agreed to temporarily limit membership to 300 members until the long-term special permit is approved by the Town Board and Planning Board, which is expected to be filed within the next 24 months. A total of 126 parking spaces are now proposed to serve the temporary clubhouse facility. An off-street parking requirement for membership clubs identified in the Town Code – 1 for each three members plus 1 for each 3 seats in meeting/dining rooms was utilized, which equates to 300 members plus 78 outdoor seats. A calculation demonstrating compliance with the off-street parking requirement is provided on the Table of Land Use.

Comment No. 3

*The proposed site plan depicts 125 off-street parking spaces, the Applicant should provide documentation demonstrating that the proposed amount of off-street parking is sufficient for the operation of the club for the 2021 operating season.*

Response No. 3

A total of 126 parking spaces are now proposed to serve the temporary clubhouse facility. An off-street parking requirement for membership clubs identified in the Town Code – 1 for each three members plus 1 for each 3 seats in meeting/dining rooms was utilized, which equates to 300 members plus 78 outdoor seats. A calculation demonstrating compliance with the off-street parking requirement is provided on the Table of Land Use.

Comment No. 4

*Pursuant to Section 355-40.1(4) of the Town Code, the Applicant should submit organizational documents that describe the organizational structure and operating rules of the club.*

Response No. 4

Please refer to “The Summit Club at Armonk Membership Plan”, dated 11/15/2020 and “The Summit Club at Armonk Membership Rules & Regulations”, dated 11/15/2020.

Temporary 2021 Site Plan Comments

Comment No. 5

*The Table of Land Uses references the total number of residential uses on the property. The chart should be revised to reference the number of members proposed. While the Planning Board has the ability to determine the appropriate number of off-street parking spaces associated with the project, the Planning Department recommends using the off-street parking requirements for membership clubs identified in the Town Code – 1 for each three members plus 1 for each 3 seats in meeting/dining rooms.*

Response No. 5

A total of 126 parking spaces are now proposed to serve the temporary clubhouse facility. An off-street parking requirement for membership clubs identified in the Town Code – 1 for each three members plus 1 for each 3 seats in meeting/dining rooms was utilized, which equates to 300 members plus 78 outdoor seats. A calculation demonstrating compliance with the off-street parking requirement is provided on the Table of Land Use.

Comment No. 6

*The temporary facilities depict the removal of three Town-regulated trees.*

Response No. 6

Four (4) Town-regulated trees are proposed to be removed in association with the temporary clubhouse facility improvements.

Comment No. 7

*The Applicant should give consideration to relocating the proposed bar from the parking lot to the paved area between the pavilion and clubhouse.*

Response No. 7

Based on feedback received from the Planning Board, the proposed location of the bar car is acceptable.

Comment No. 8

*The site plan should be revised to depict a lighting plan/photometric plan conforming to the standards of Section 355-45.M of the Town Code*

Response No. 8

The existing parking lot lighting system will be used for the temporary clubhouse facilities. Additional pedestrian level lighting for safety and wayfinding will be provided around the food and beverage area but will be downlit and not directed toward adjacent properties.

Comment No. 9

*The site plan should depict the location and design of a trash enclosure pursuant to Section 355-15.0 of the Town Code.*

Response No. 9

A trash enclosure (14' x 14') has been depicted on the site plan which will consist of a 6' tall black vinyl clad chain link fence (with privacy slats) and a garbage truck turning analysis has been prepared to demonstrate sufficient access is provided.

Long Term Special Use Permit Comments

Comment No. 10

*The Applicant is seeking a special use permit that would allow for a membership of 600. The Applicant should provide information demonstrating that the site and infrastructure can support a membership of 600. The Applicant should provide information to the Town depicting the proposed facilities (clubhouse, site amenities, etc.) that would support such membership.*

Response No.10

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 11

*The proposed site plan depicts 125 off-street parking spaces, the Applicant should provide documentation demonstrating that the proposed amount of off-street parking is sufficient for the operation of a 600 member club.*

Response No. 11

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 12

*The Applicant is requesting a special permit that would permit catering events for 300 people. The Applicant should provide information to the Town depicting the proposed location and design of the proposed dining/catering facilities. In addition, the Applicant will need to demonstrate that the site and infrastructure can support the proposed intensity of use.*

Response No. 12

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 13

*The Applicant is requesting a special permit that would permit 20 guest suites. The Applicant should provide information to the Town depicting the proposed location and design of the proposed guest suites. In addition, the Applicant will need to demonstrate that the site and infrastructure can support the proposed intensity of use.*

Response No. 13

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 14

*The Applicant is requesting a special permit that would permit the operation of a children's summer camp. The Applicant should provide detailed information to the Town describing the activities proposed, number of children participating, whether the camp is open to non-members, and the duration of camp activities. In*

*addition, the Applicant will need to demonstrate that the site and infrastructure can support the proposed intensity of use.*

Response No. 14

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 15

*The Applicant is requesting a special permit that would permit indoor and outdoor music. The Applicant should provide information to the Town demonstrating how outdoor music would be provided without disturbing adjacent properties. Specific rules and procedures should be proposed to limit impact. All proposed music polices should be designed to demonstrate conformance with Chapter 210 of the Town Code.*

Response No. 15

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 16

*Pursuant to Section 355-40.1(4) of the Town Code, the Applicant should submit organizational documents that describe the organizational structure and operating rules of the club.*

Response No. 16

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 17

*The Applicant should submit a substantial proposed landscaping plan within the R-2A zone (100 foot buffer). The plan should incorporate all of the expected landscape elements depicted on Exhibits I-8 to I-12 in the FEIS.*

Response No. 17

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments

shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 18

*The site plan depicts new tennis courts (structures) in the “front yard” of the property. It is recommended that the site plan be revised to eliminate the tennis courts from the front yard since this area will be highly visible from the street and serves as the gateway to the project. This area should be incorporated into a formal landscaping/screening plan.*

Response No. 18

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 19

*The Applicant proposes the installation of tennis court bubbles so that play can occur year-round. However, given the location of the tennis courts, enclosing the courts will not relate harmoniously to the existing residential character surrounding the property.*

Response No. 19

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 20

*The site plan shall be revised to depict a lighting plan that conforms to the minimum requirements of Section 355-45.M of the Town Code. The Applicant should indicate whether the tennis courts are proposed to be lit.*

Response No. 20

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

Comment No. 21

*The Applicant should update the Town regarding the status of providing potable water to the project.*

### Response No. 21

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

### Comment No. 22

*The Applicant should update the Town regarding the plans to improve the wastewater treatment plant.*

### Response No. 22

As recommended, the applicant is splitting the requested special use permit into a temporary special use permit and long-term special use permit. All long-term special use permit comments shall be addressed once the long-term clubhouse facilities are processed with the Planning Board and Town Board.

### General Special Use Comments

### Comment No. 23

*Pursuant to Section 355-37 of the Town Code, the Town Board must determine that:*

- The location and size of the use, the nature and intensity of the operations involved in it or conducted in connection with it, the size of the site in relation to it and the location of the site with respect to streets giving access to it are such that it will be in harmony with the appropriate and orderly development of the district in which it is located.*
- The location, nature and height of buildings, walls, fences and the nature and extent of existing or proposed plantings on the site are such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings.*
- Operations in connection with any special use will not be more objectionable to nearby properties by reason of noise, fumes, vibration or other characteristics than would be the operations of any permitted uses not requiring a special permit.*
- Parking areas will be of adequate size for the particular use, properly located and suitably screened from adjoining residential uses, and the entrance and exit drives shall be laid out so as to achieve maximum convenience and safety.*
- Where required, the provisions of the Town Flood Hazard Ordinance.*
- The Board finds that the proposed special permit use will not have a significant adverse effect on the environment.*

### Response No. 23

The comment is so noted.



**Kellard Sessions Consulting, P.C. Memorandum, dated January 21, 2021**

**General Comments**

**Comment No. 1**

*The plan shall illustrate all proposed grading, with spot grades as needed, for the proposed patio and walkway.*

**Response No. 1**

Proposed grading and spot grades have been depicted on the site plans within the proposed accessible parking, patio, sidewalk and grassed areas.

**Comment No. 2**

*The plan shall illustrate all ADA parking spaces are ADA compliant, as it relates to dimension and maximum allowable grades. Provide details for all required signage.*

**Response No. 2**

The accessible parking spaces and off-loading areas have been dimensioned and re-graded to demonstrate compliance with ADA requirements.

**Comment No. 3**

*The plan shall illustrate the location of the proposed wood split rail fence.*

**Response No. 3**

The proposed wood split rail fencing is located on the west side of the existing driveway (along the previously demolished clubhouse area). An additional 320 linear feet of 6' high white PVC privacy fencing is proposed to replace an existing dilapidated fence along the Coman Hill School (southern) property line.

**Comment No. 4**

*The plan shall illustrate and quantify the limit of disturbance. The plan shall note the limits of disturbance shall be staked out prior to construction.*

**Response No. 4**

The site plans depict and quantifies the proposed limit of disturbance and a note that states the limits of disturbance shall be staked out prior to construction.

Comment No. 5

*Include erosion control measures on the plan, including, but not limited to, temporary construction access, silt fence and/or haybales, inlet protection, etc. Provide details.*

Response No. 5

Locations and details of temporary erosion and sediment controls are provided on the site plans.

Comment No. 6

*The plan shall illustrate a detail for the proposed concrete sidewalk and curb.*

Response No. 6

Concrete sidewalks and curbing are not part of the associated temporary improvements. All temporary improvements will consist of asphalt pavement and/or decorative pavers set in asphalt pavement.

We trust the attached documents and above responses are sufficient for your review and we respectfully request placement on the March 8th Planning Board agenda. Thank you for your consideration.

If you have any questions or require additional information, please do not hesitate to contact our office at (914) 273-5225.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC



Paul R. Sysak, RLA  
Project Manager

cc: Adam R. Kaufman, AICP  
Joseph M. Cermele, PE, CFM  
Roland Baroni, Esq.  
Jeffrey B. Mendell  
Mark P. Weingarten, Esq.  
Peter J. Wise, Esq.  
Rich S. Granoff, AIA, LEED AP  
Kenneth S. Andersen, AIA

TABLE OF LAND USE					
SECTION 101.02, BLOCK 1, LOT 28.1 & 28.2 (2/08/7.C1A)					
ZONES "R-2A" - "ONE FAMILY RESIDENCE DISTRICT (2 ACRES)"					
"CCOFO" - "GOLF COURSE COMMUNITY FLOATING OVERLAY DISTRICT"					
PROPOSED USE: GOLF COURSE COMMUNITY					
FIRE/AMBULANCE DISTRICT: ARMONK FIRE DEPARTMENT (NORTH CASTLE DISTRICT #2)					
WATER DISTRICT: NORTH CASTLE WATER DISTRICT #2					
SCHOOL DISTRICT: BYRAM HILLS CENTRAL SCHOOL DISTRICT					
SEWER DISTRICT: ON-SITE SEWAGE TREATMENT PLANT (SPDES PERMIT)					
DESCRIPTION	REQUIRED/PERMITTED (R-2A)	REQUIRED/PERMITTED (CCOFO)	EXISTING	PROPOSED/PROVIDED (LOT 1)	PROPOSED/PROVIDED (LOT 2)
LOT AREA (ACRES)	2.0 MIN. (1)	SEE NOTE 1	±156.30	±129.96	±26.34
LOT STREET FRONTAGE (FEET)	150 MIN. (1)	SEE NOTE 1	1,519.70 (1)	1,519.70 (1)	1,519.70 (1)
LOT WIDTH (FEET)	150 MIN. (1)	SEE NOTE 1	±2,300	±2,300 (1)	±2,300 (1)
LOT DEPTH (FEET)	150 MIN. (1)	SEE NOTE 1	±1,805	±1,805 (1)	±1,805 (1)
PRINCIPAL BUILDING MINIMUM YARDS (FEET)					
FRONT	50 (1)	SEE NOTE 1	±123.1	±313.32 (1)	±310.43 (1)(6)
SIDE	30 (1)	SEE NOTE 1	±287.8	±84.98 (1)	±1,115.50 (1)(6)
REAR	50 (1)	SEE NOTE 1	±1,845.5	±1,733.58 (1)	±1,052.93 (1)(6)
MAXIMUM BUILDING COVERAGE (%)	8 (1)	3.5 (1)	±0.72 (7)	±0.10 (1)(5)	±0.65 (1)(5)
MAXIMUM BUILDING HEIGHT (STORIES / FEET)	NA / 30	3 / 39.5 (2)	3 / < 39.5	1 / < 39.5	1 / < 39.5
PARKING SPACES					
STANDARD PARKING SPACES	2 PER DWELLING UNIT	SEE NOTE 3	-	121	N/A
ACCESSIBLE PARKING SPACES	N/A	-	-	5	N/A
TOTAL PARKING SPACES	2 PER DWELLING UNIT	SEE NOTE 3	180	126 (3)	N/A
LOADING SPACES	N/A	SEE NOTE 4	-	1 (4)	N/A

**NOTES:**

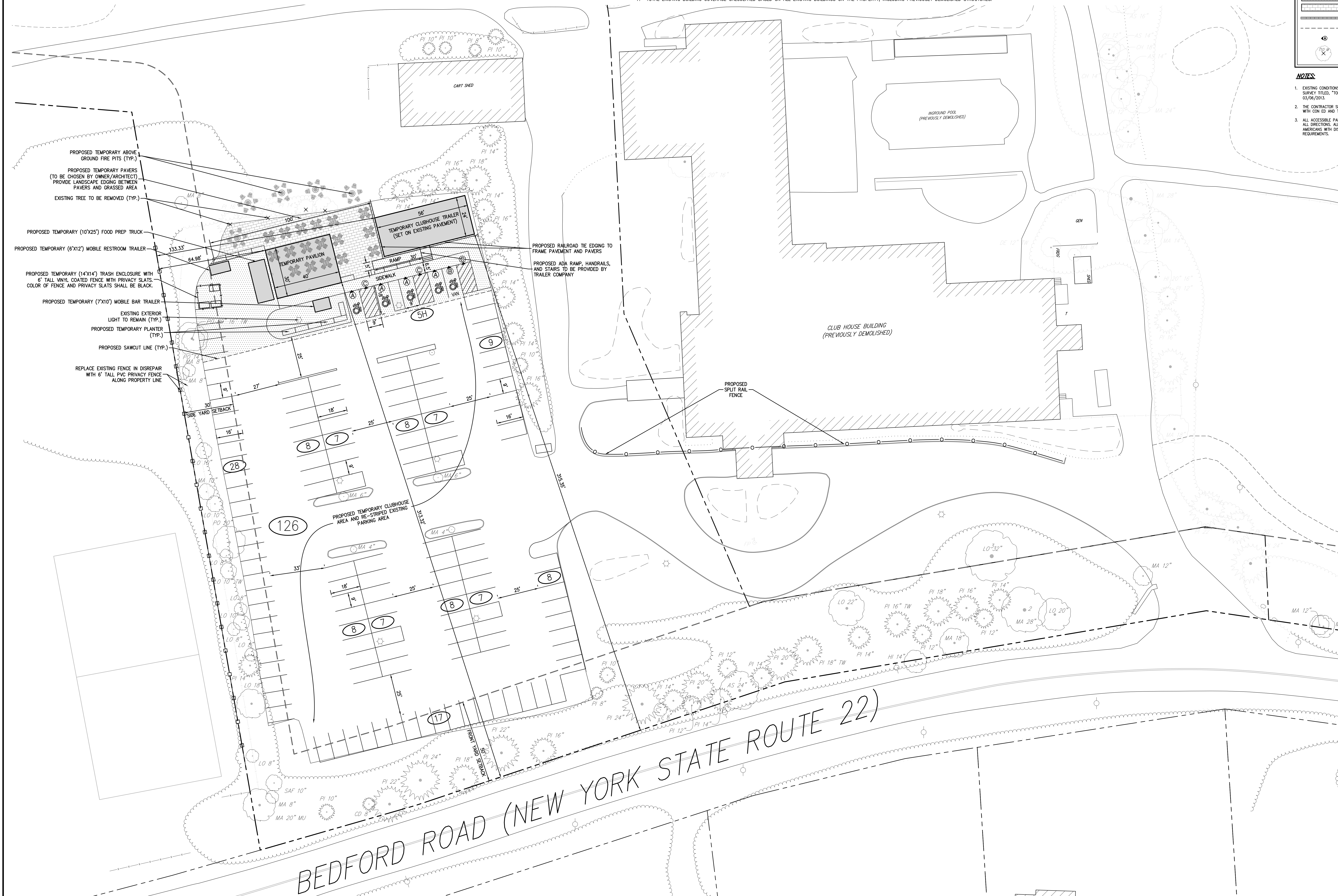
- IN THE CCOFO DISTRICT, THE LOT, DIMENSIONAL, AND PARKING REQUIREMENTS FOR A GOLF COURSE COMMUNITY IN THIS SECTION SHALL SUPERSEDE THE SCHEDULE OF RESIDENCE DISTRICT REGULATIONS (§ 355-21 OF THIS CHAPTER). LOT SIZE, LOT CONFIGURATION AND OTHER LOT DIMENSIONAL REQUIREMENTS WITHIN A CCOFO DISTRICT SHALL BE DETERMINED BY THE PLANNING BOARD IN CONJUNCTION WITH SUBDIVISION APPROVAL. LOT SIZE, LOT CONFIGURATION AND OTHER LOT DIMENSIONAL REQUIREMENTS OF LOTS WITHIN A CCOFO DISTRICT SHALL BE BASED UPON THE PLANNING BOARD'S CONSIDERATION OF THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE CCOFO DISTRICT WILL BE LOCATED; THE CCOFO DISTRICT'S RELATIONSHIP TO ADJOINING DISTRICTS, PROPERTIES AND LAND USES; THE CCOFO DISTRICT'S TOPOGRAPHY; AND SUCH OTHER FACTORS THE PLANNING BOARD MAY DETERMINE TO BE APPROPRIATE. THE LOTS AND/OR PARCELS THAT TOGETHER COMPOSE A GOLF COURSE COMMUNITY SITE ARE NOT REQUIRED TO BE CONTIGUOUS, PROVIDED THAT EACH SUCH LOT AND/OR PARCEL ADJOINS THE AFFILIATED MEMBERSHIP CLUB. ALL LOT, DIMENSIONAL, AND PARKING REQUIREMENTS IN THIS SECTION, INCLUDING BUT NOT LIMITED TO MAXIMUM DENSITY, MAXIMUM BUILDING COVERAGE, MINIMUM YARDS AND REQUIRED OFF-STREET PARKING, SHALL APPLY TO THE LAND AREA IN THE CCOFO DISTRICT AS A WHOLE, NOTWITHSTANDING THAT THE GOLF COURSE COMMUNITY SITE MAY BE COMPRISED OF MORE THAN ONE LOT AND/OR PARCEL, OR THAT THE SITE MAY FROM TIME TO TIME BE SUBDIVIDED OR RESUBDIVIDED, AND ALL DETERMINATIONS AND CALCULATIONS RELATING TO SUCH REQUIREMENTS SHALL BE MADE WITH REFERENCE TO THE BOUNDARIES OF THE ENTIRE LAND AREA IN THE CCOFO DISTRICT AND AS THOUGH SUCH AREA IS A SINGLE LOT (AS DEFINED IN § 355-4 OF THIS CHAPTER), EVEN THOUGH IT IS OR WILL BE COMPRISED OF MORE THAN ONE LOT AND/OR PARCEL.
- THE MAXIMUM BUILDING HEIGHT SHALL BE THREE STORES AND 39 1/2 FEET TO THE MEAN LEVEL OF THE PRIMARY ROOF, MEASURED FROM THE LEVEL OF THE FINISHED GRADE AT THE MAIN ENTRY TO THE BUILDING.
- FOR GOLF OR COUNTRY CLUBS, 1 SPACE FOR EACH 3 MEMBERS, PLUS 1 SPACE FOR EACH 3 SEATS IN THE MEETING AND/OR DINING ROOMS. PARKING PROVIDED FOR TEMPORARY GOLF COURSE CLUBHOUSE USE IS AS FOLLOWS:  
300 MEMBERS (1 SPACE X 300 MEMBERS / 3) = 100 SPACES  
78 DINING SEATS (1 SPACE X 78 SEATS / 3) = 26 SPACES  
TOTAL REQUIRED SPACES FOR TEMPORARY GOLF COURSE CLUBHOUSE: 126 SPACES
- FOR WHOLESALE BUSINESS, INDUSTRY, STORAGE, WAREHOUSE AND OTHER COMMERCIAL ESTABLISHMENTS, A MINIMUM OF ONE SPACE FOR EACH ESTABLISHMENT, AND ONE ADDITIONAL SPACE FOR EACH 10,000 SQUARE FEET OF GROSS FLOOR AREA OR MAJOR PORTION THEREOF IN EXCESS OF 4,000 SQUARE FEET OF GROSS FLOOR AREA.
- BUILDING COVERAGE BREAKDOWN:  
LOT 1:  
TEMPORARY CLUBHOUSE TRAILER: 1,344 S.F.  
TEMPORARY DINING PAVILION: 1,200 S.F.  
TEMPORARY MOBILE RESTROOM TRAILER: 72 S.F.  
TEMPORARY MOBILE BAR TRAILER: 70 S.F.  
TEMPORARY FOOD PREP TRUCK: 250 S.F.  
EXISTING CART SHED TO REMAIN: ±2,862.12 S.F.  
TOTAL LOT 1 BUILDING COVERAGE: ±5,798.12 S.F.  
LOT 2:  
EXISTING MAINTENANCE BUILDING AND SHED TO REMAIN: ±4,935.25 S.F.  
EXISTING SEWAGE TREATMENT PLANT TO REMAIN: ±2,503.26 S.F.  
TOTAL LOT 2 BUILDING COVERAGE: ±7,438.51 S.F.
- THE SETBACKS ON LOT 2 ARE TAKEN FROM THE EXISTING MAINTENANCE BUILDING AND EXISTING SEWAGE TREATMENT PLANT BUILDING TO REMAIN.
- TOTAL EXISTING BUILDING COVERAGE CALCULATED BASED ON ALL EXISTING BUILDINGS ON THE PROPERTY, INCLUDING PREVIOUSLY DEMOLISHED STRUCTURES.

DISCREPANCY NUMBER	DATE	DESCRIPTION	WORKING TYPE	WORKING HEIGHT	REMARKS	RELEASED
A	01/06/2021	12"x18" GREEN & BLUE ON WHITE	STEEL CHANNEL	7'-0"	R7-8	X
B	01/06/2021	12"x18" 12"x40" GREEN & BLUE ON WHITE	STEEL CHANNEL	7'-0"	R7-8A	X
C	01/06/2021	12"x18" RED ON WHITE	STEEL CHANNEL	7'-0"	NYP1-2	X

LEGEND	
	EXISTING PROPERTY LINE
	ADJACENT PROPERTY LINE
	EXISTING SETBACK LINE
	EXISTING BUILDING LINE
	EXISTING PAVEMENT EDGE
	EXISTING CURB LINE
	EXISTING STONE WALL
	EXISTING GUIDE RAIL
	EXISTING FENCE
	EXISTING TREE AND DESIGNATION
	EXISTING TREE LINE
	EXISTING PAINT
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING SIGN
	PROPOSED BUILDING LINE
	PROPOSED SPLIT RAIL FENCE
	PROPOSED 6' TALL PVC PRIVACY FENCE
	PROPOSED ACCESSIBLE PARKING SPACES WITH NUMBER OF SPACES INDICATED (REFER TO STRIPING DETAILS)
	PROPOSED PARKING SPACES WITH NUMBER OF SPACES INDICATED (REFER TO STRIPING DETAILS)
	PROPOSED LIGHT DUTY PAVEMENT
	PROPOSED PAVERS
	PROPOSED RAILROAD TIE EDGING
	PROPOSED SAWCUT LINE
	TRAFFIC SIGN LOCATION & DESIGNATION
	EXISTING TREE TO BE REMOVED

**NOTES:**

- EXISTING CONDITIONS DEPICTED ON THIS PLAN HAVE BEEN TAKEN FROM SURVEY TITLED, "TOPOGRAPHIC MAP," PREPARED BY JMC/LLC, LAST REVISED 03/06/2013.
- THE CONTRACTOR SHALL COORDINATE TEMPORARY ELECTRICAL CONNECTIONS WITH CON ED AND THE TOWN OF NORTH CASTLE.
- ALL ACCESSIBLE PARKING SPACES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ALL DIRECTIONS. ALL ACCESSIBLE ROUTES SHALL BE IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT (ADA) AND TOWN OF NORTH CASTLE REQUIREMENTS.



BEDFORD ROAD (NEW YORK STATE ROUTE 22)

NOT FOR CONSTRUCTION

APPLICATION OWNER: **SUMMIT COUNTRY CLUB, LLC**  
 568 BEDFORD ROAD (NY-22)  
 ARMONK, NY 10504  
 ARCHITECT: **GRANOFF ARCHITECTS**  
 330 RAILROAD AVENUE  
 GREENWICH, CT 06850

JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC  
 John Meyer Consulting, Inc.  
 420 BEDFORD ROAD • ARMONK, NY 10554  
 PH: 914.233.2223 • FAX: 914.233.2192  
 www.jmcpic.com

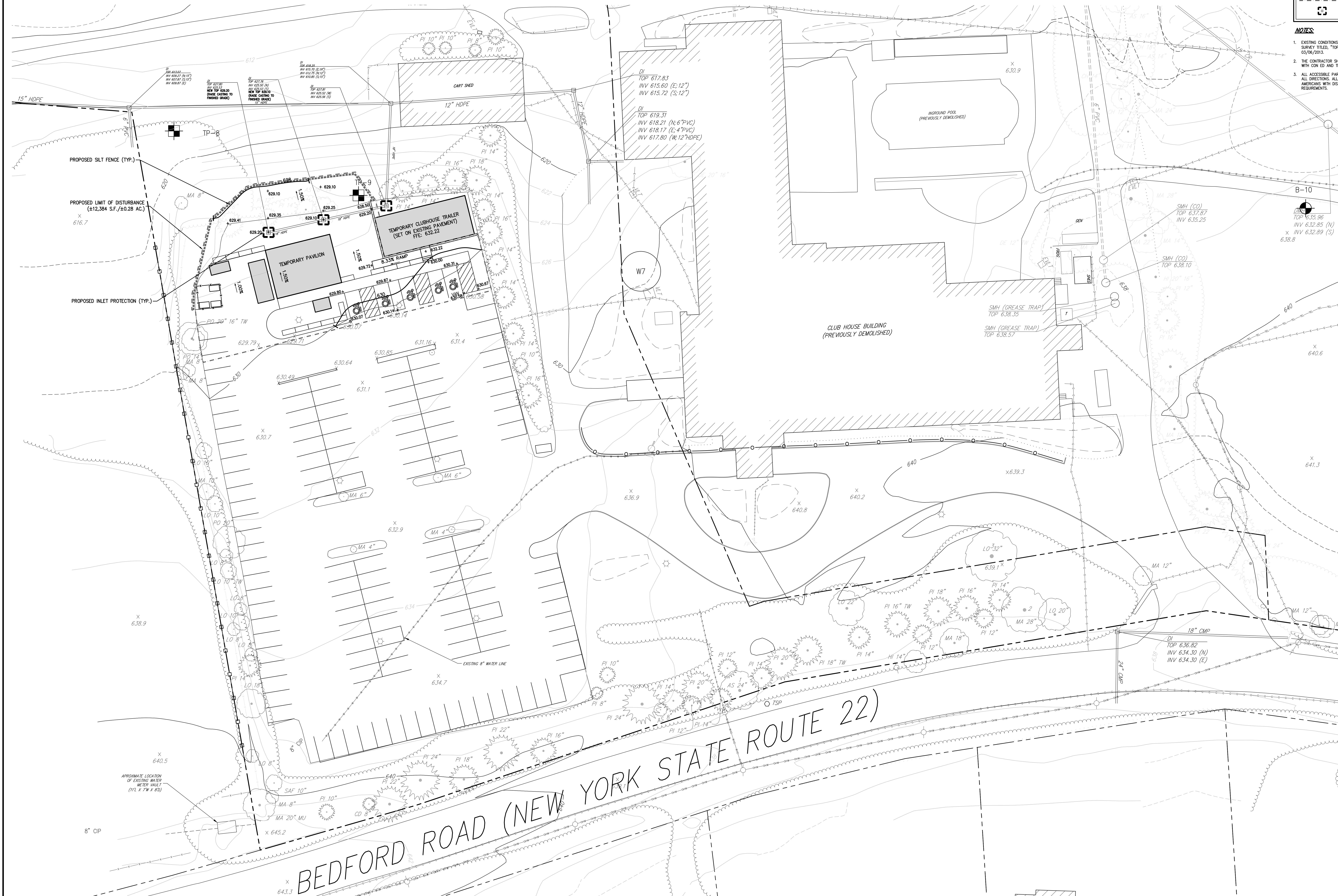
**TEMPORARY CLUBHOUSE FACILITIES LAYOUT PLAN**  
 THE SUMMIT CLUB AT ARMONK  
 568 & 570 ARMONK, NY 10504

ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.

STATE OF NEW YORK  
 JAMES P. LOMBARDI  
 07103  
 PROFESSIONAL ENGINEER

Drawn: NC Approved: AG  
 Scale: 1" = 20'  
 Date: 01/06/2021  
 Project No.: 20101  
 Job No. (owner): LXT LXT  
 Drawing No.: C-100

NOT FOR CONSTRUCTION



LEGEND	
	EXISTING PROPERTY LINE
	ADJACENT PROPERTY LINE
	EXISTING BUILDING LINE
	EXISTING PAVEMENT EDGE
	EXISTING CURB LINE
	EXISTING STONE WALL
	EXISTING GUIDE RAIL
	EXISTING FENCE
	EXISTING TREE AND DESIGNATION
	EXISTING TREE LINE
	EXISTING CONTOUR
	EXISTING INDEX CONTOUR
	EXISTING SPOT GRADE
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
	EXISTING SIGN
	PROPOSED BUILDING LINE
	PROPOSED SPLIT RAIL FENCE
	PROPOSED 6' TALL PVC PRIVACY FENCE
	PROPOSED RAILROAD TIE EDGING
	PROPOSED FINISHED GRADE
	PROPOSED SPOT GRADE
	PROPOSED SILT FENCE
	PROPOSED LIMIT OF DISTURBANCE
	PROPOSED INLET PROTECTION

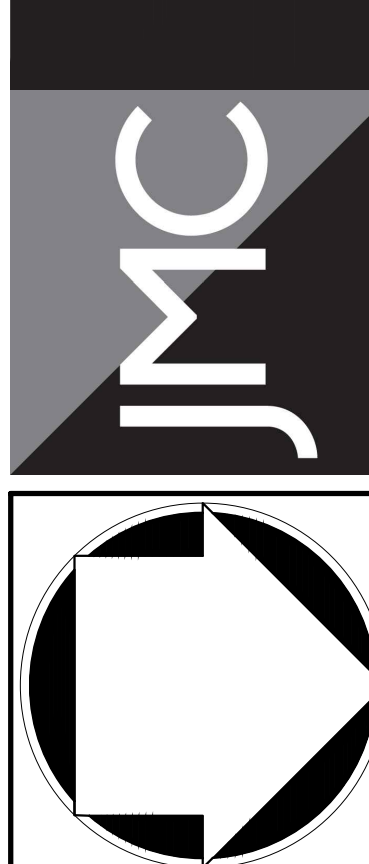
- NOTES:**
- EXISTING CONDITIONS EXPECTED ON THIS PLAN HAVE BEEN TAKEN FROM SURVEY TITLED, "TOPOGRAPHIC MAP," PREPARED BY JMC/LAS, LAST REVISED 03/06/2013.
  - THE CONTRACTOR SHALL COORDINATE TEMPORARY ELECTRICAL CONNECTIONS WITH CON ED AND THE TOWN OF NORTH CASTLE.
  - ALL ACCESSIBLE PARKING SPACES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ALL DIRECTIONS. ALL ACCESSIBLE ROUTES SHALL BE IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT (ADA) AND TOWN OF NORTH CASTLE REQUIREMENTS.

Revision	Date	By
1. RESPONSE TO TOWN COMMENTS	12/22/2021	NC

APPLICANT/OWNER:  
**SUMMIT COUNTRY CLUB, LLC**  
 568 BEDFORD ROAD (NY-22)  
 ARMONK, NY 10504

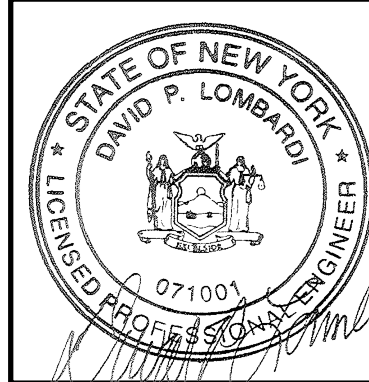
ARCHITECT:  
**GRANOFF ARCHITECTS**  
 330 RAILROAD AVENUE  
 GREENWICH, CT 06850

JMC Planning, Engineering, Landscape Architecture & Land Surveys, PLLC  
 John Meyer Consulting, Inc.  
 420 BEDFORD ROAD - ARMONK, NY 10554  
 PH: 914.233.2222 - FAX: 914.233.2192  
 www.jmcpic.com

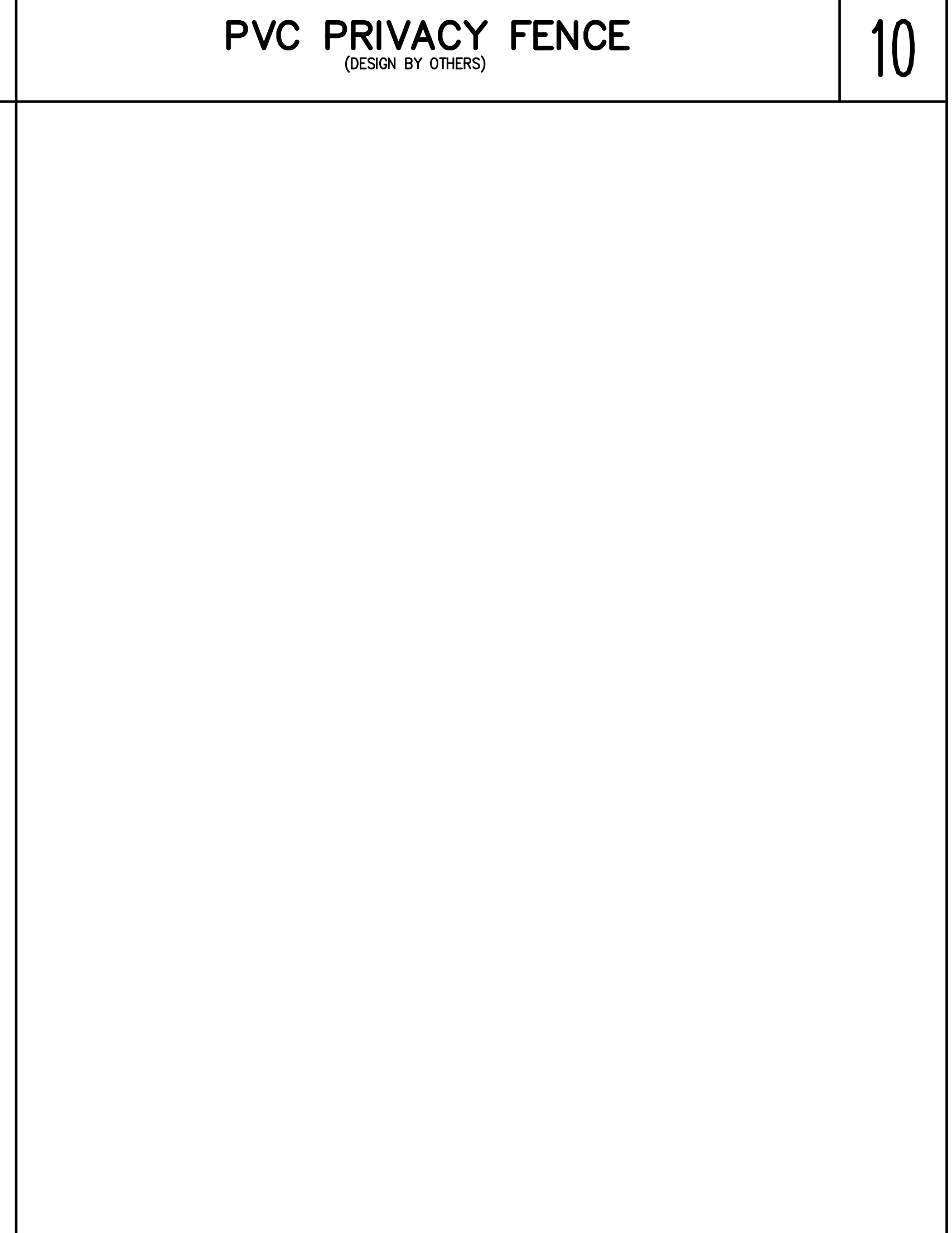
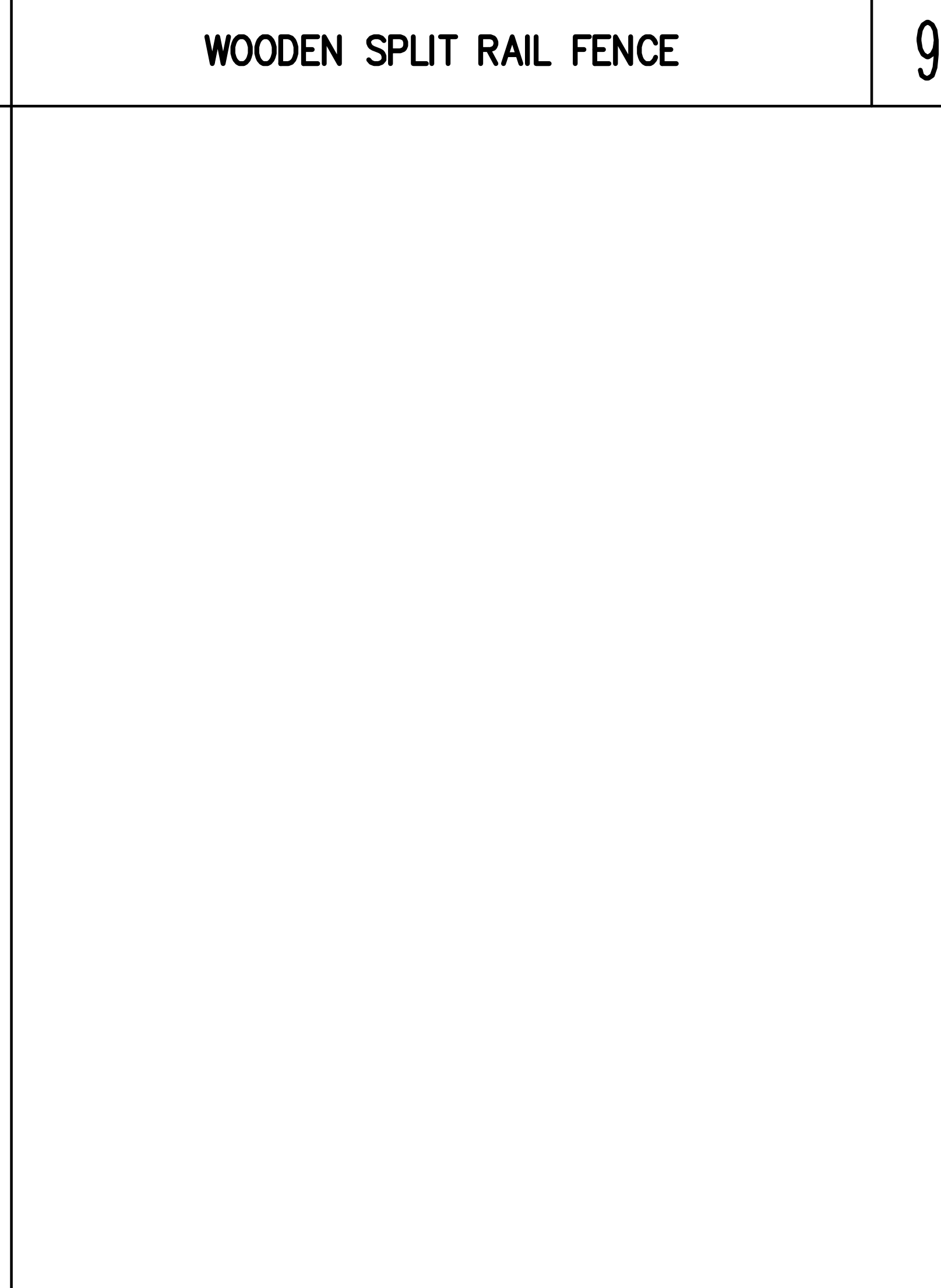
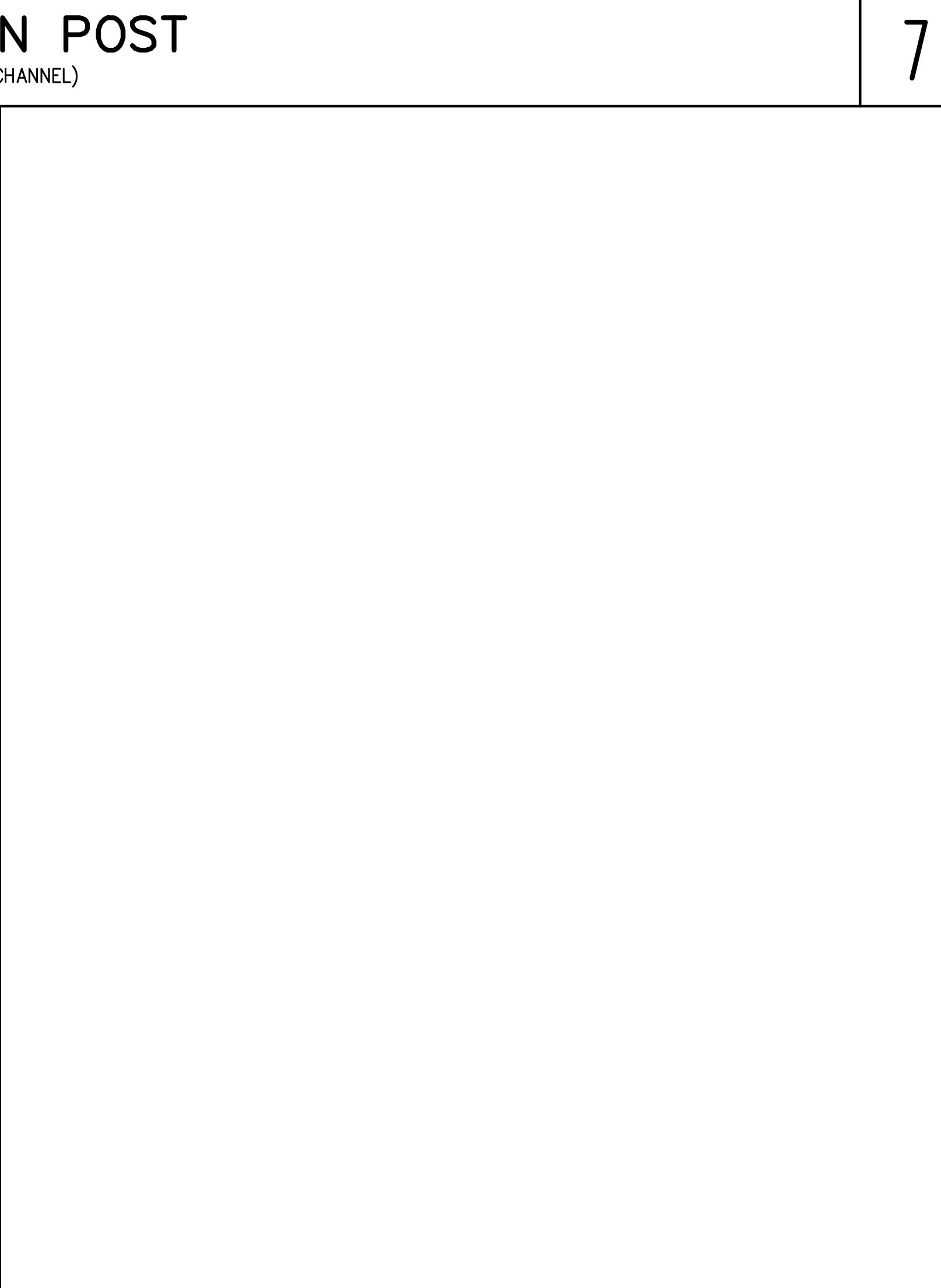
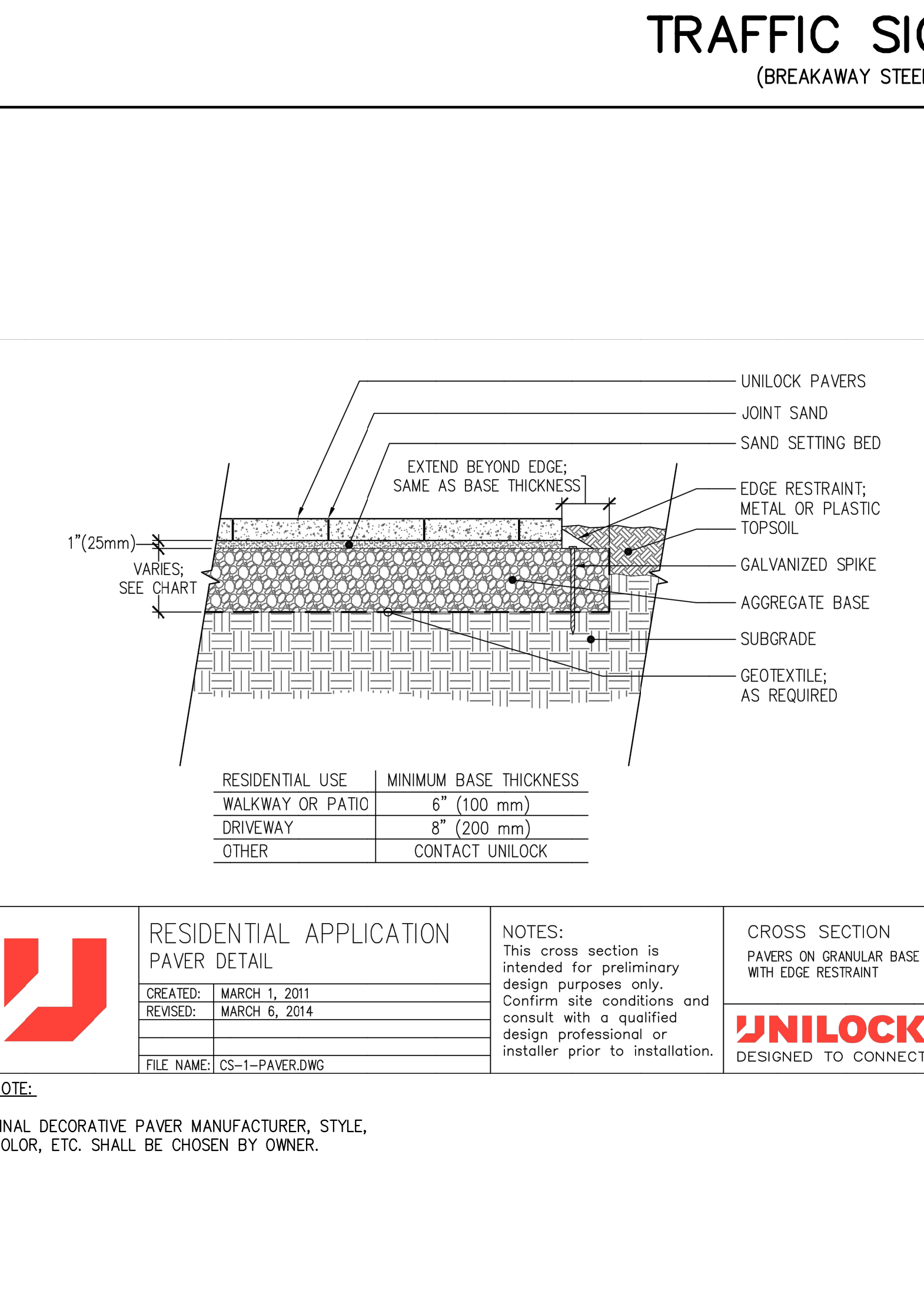
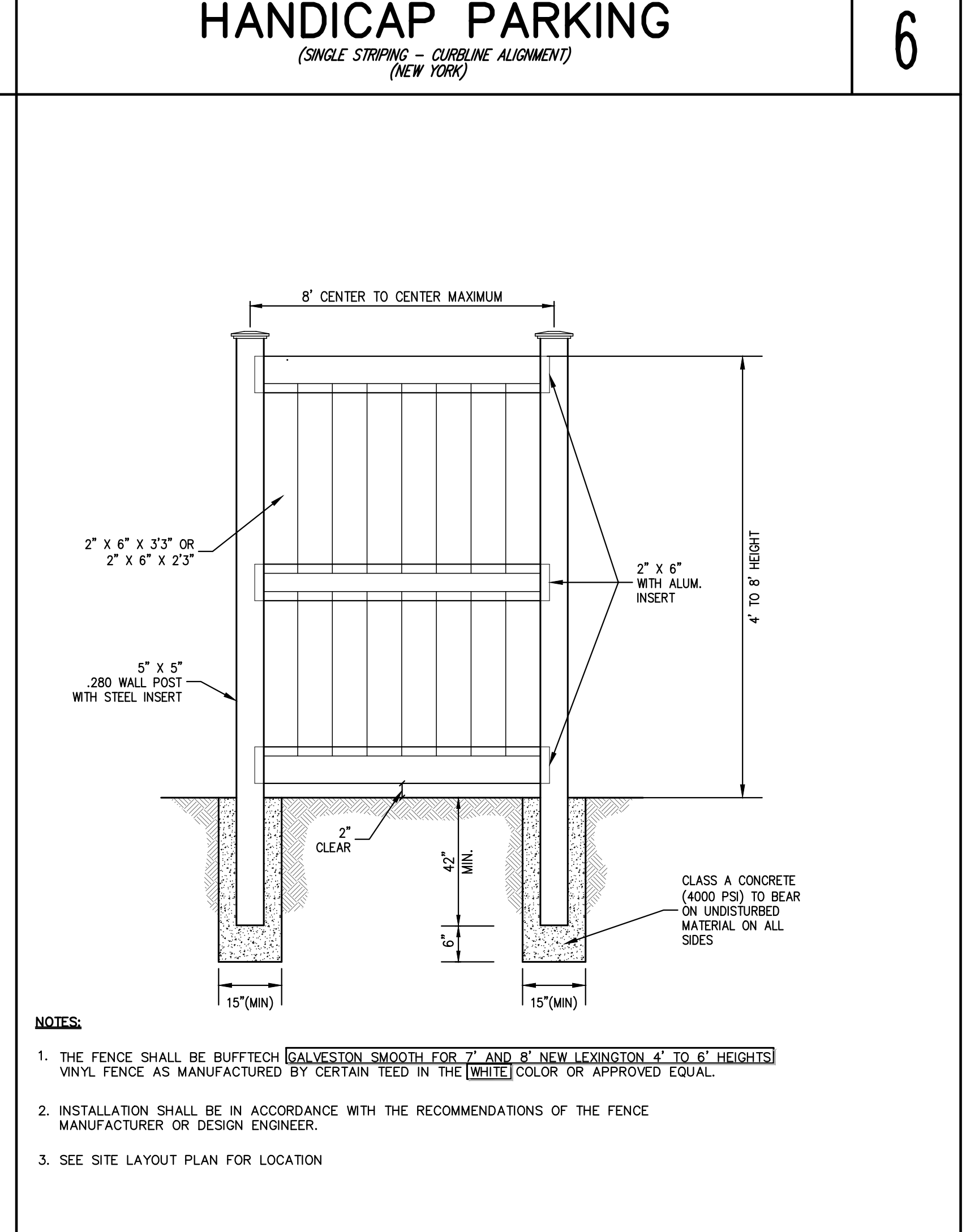
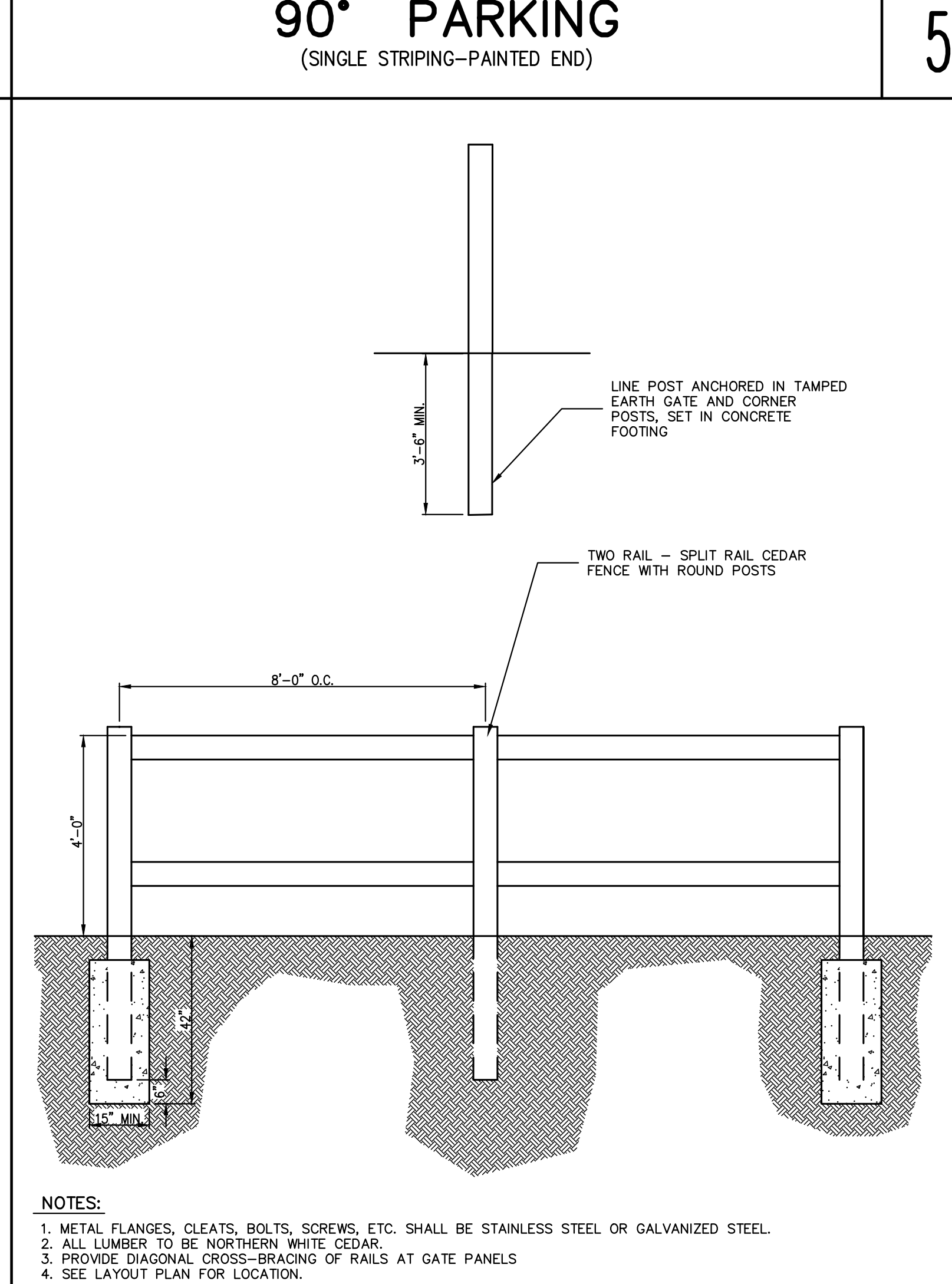
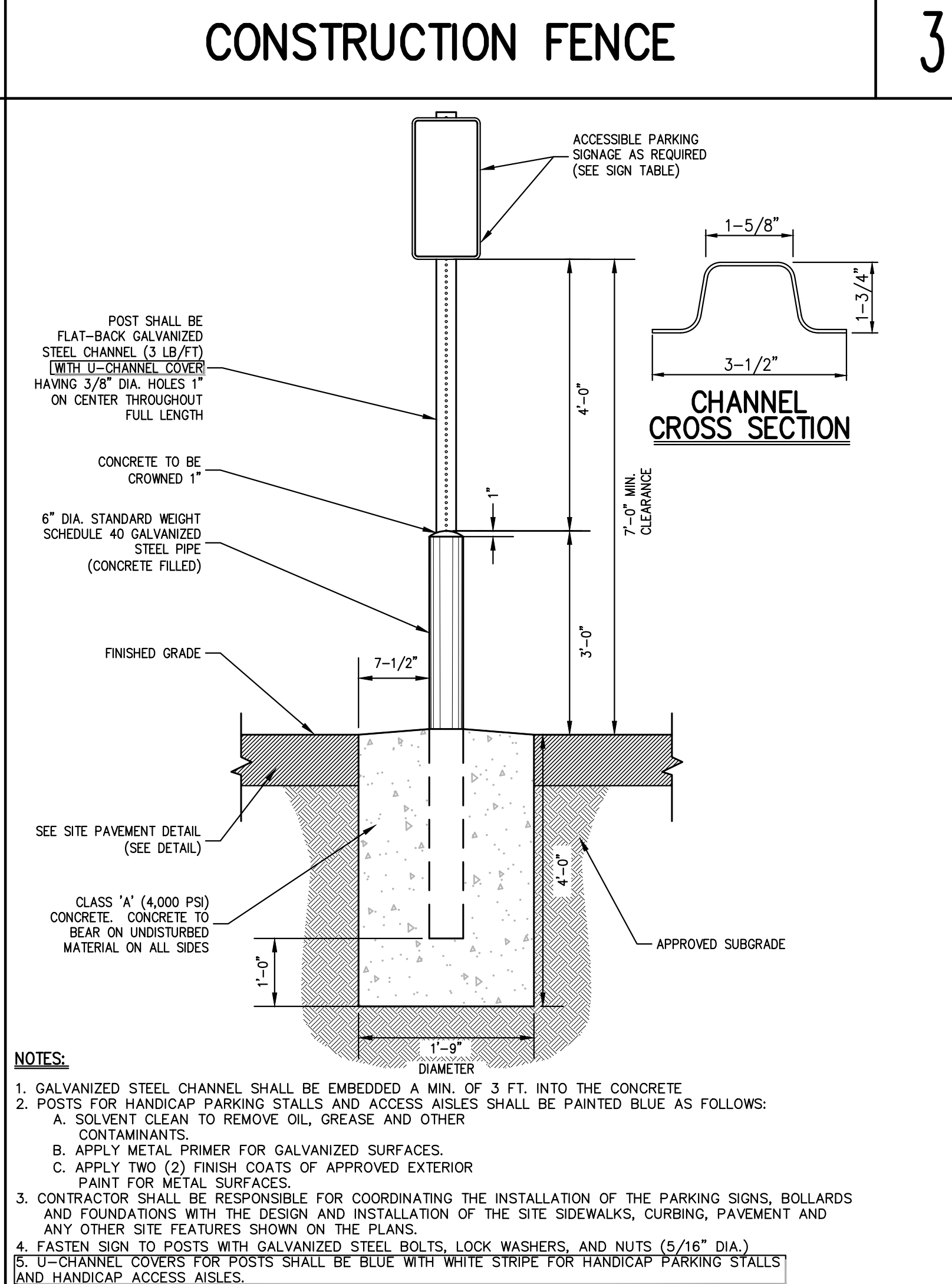
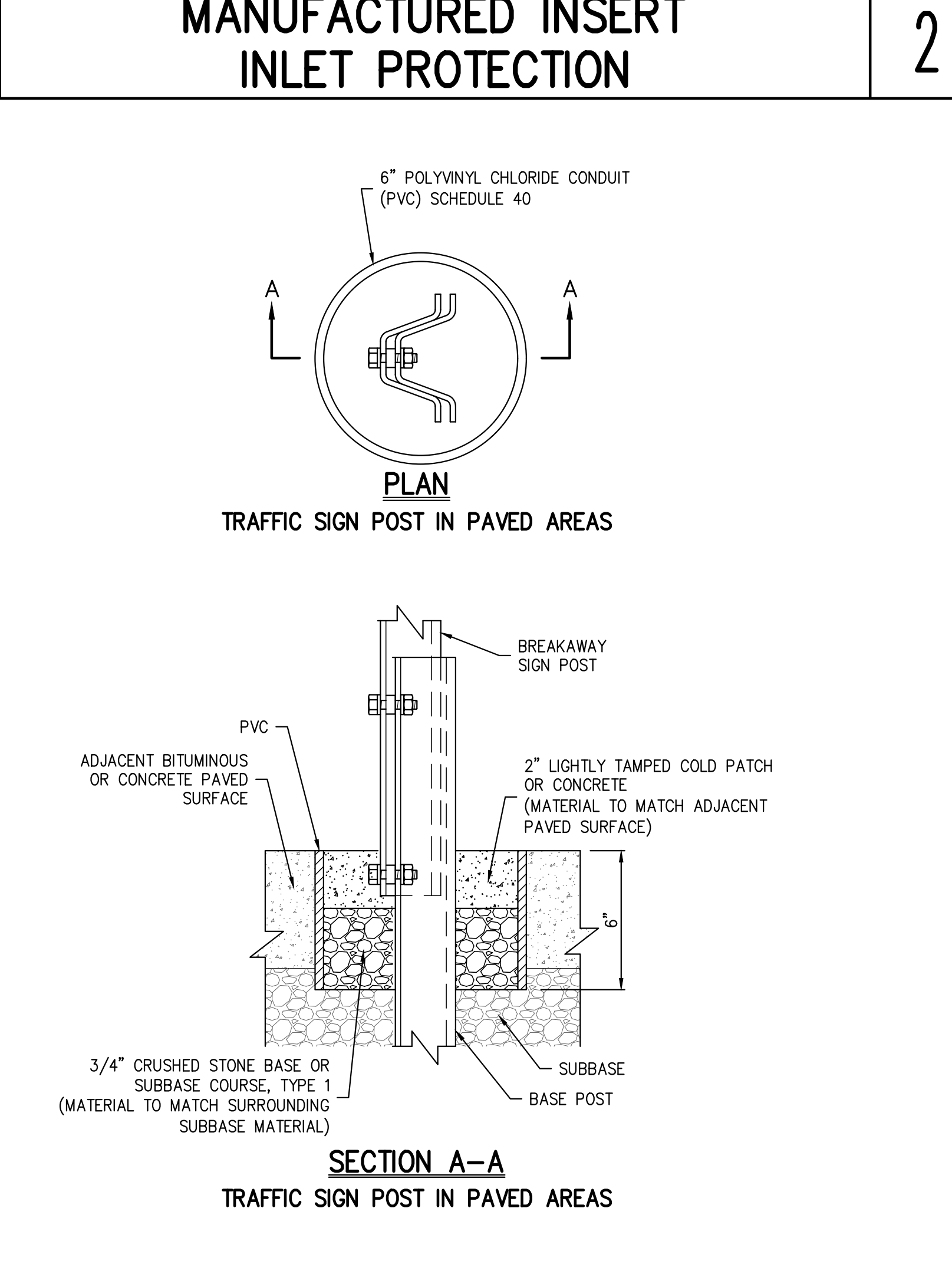
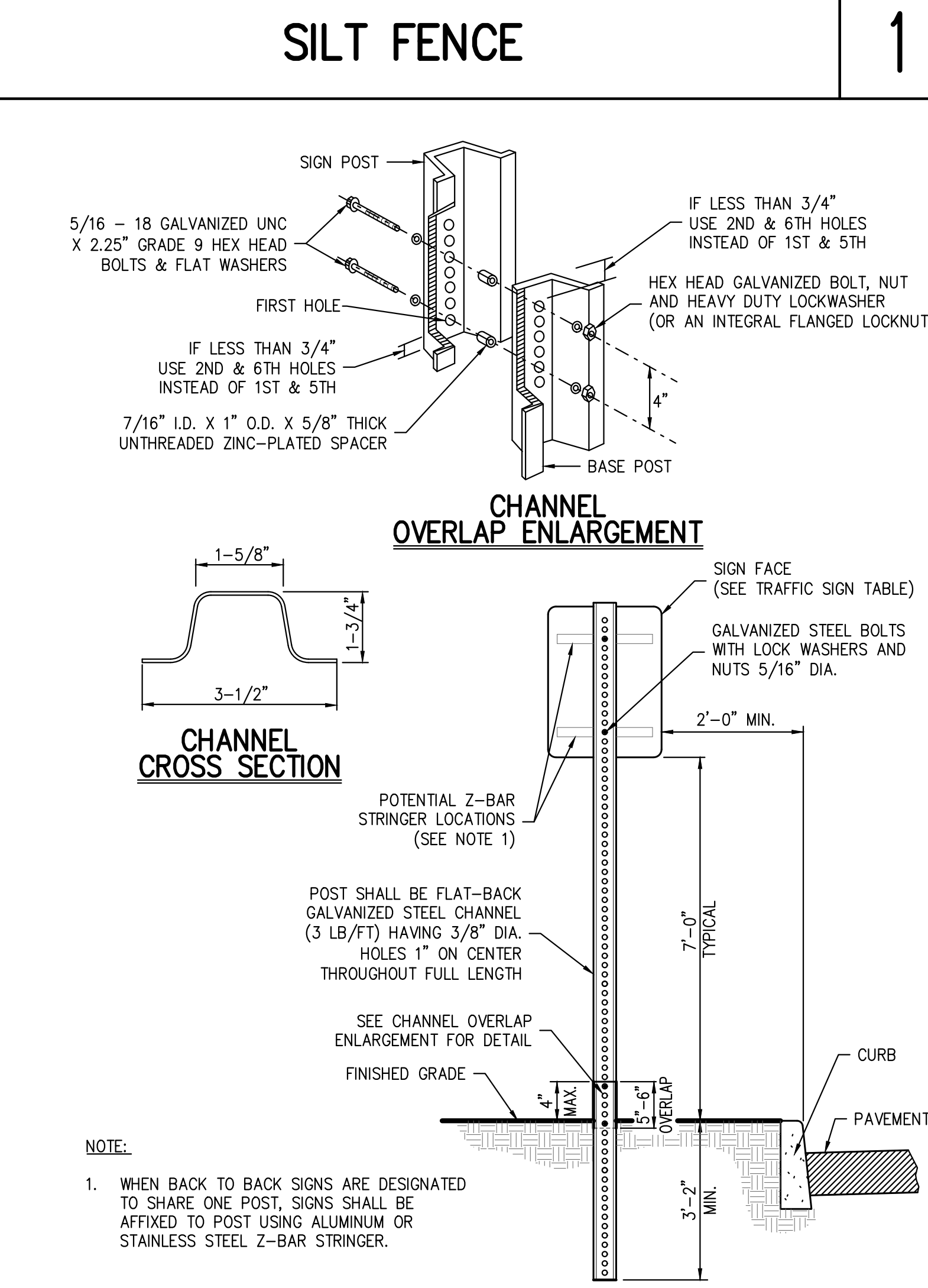
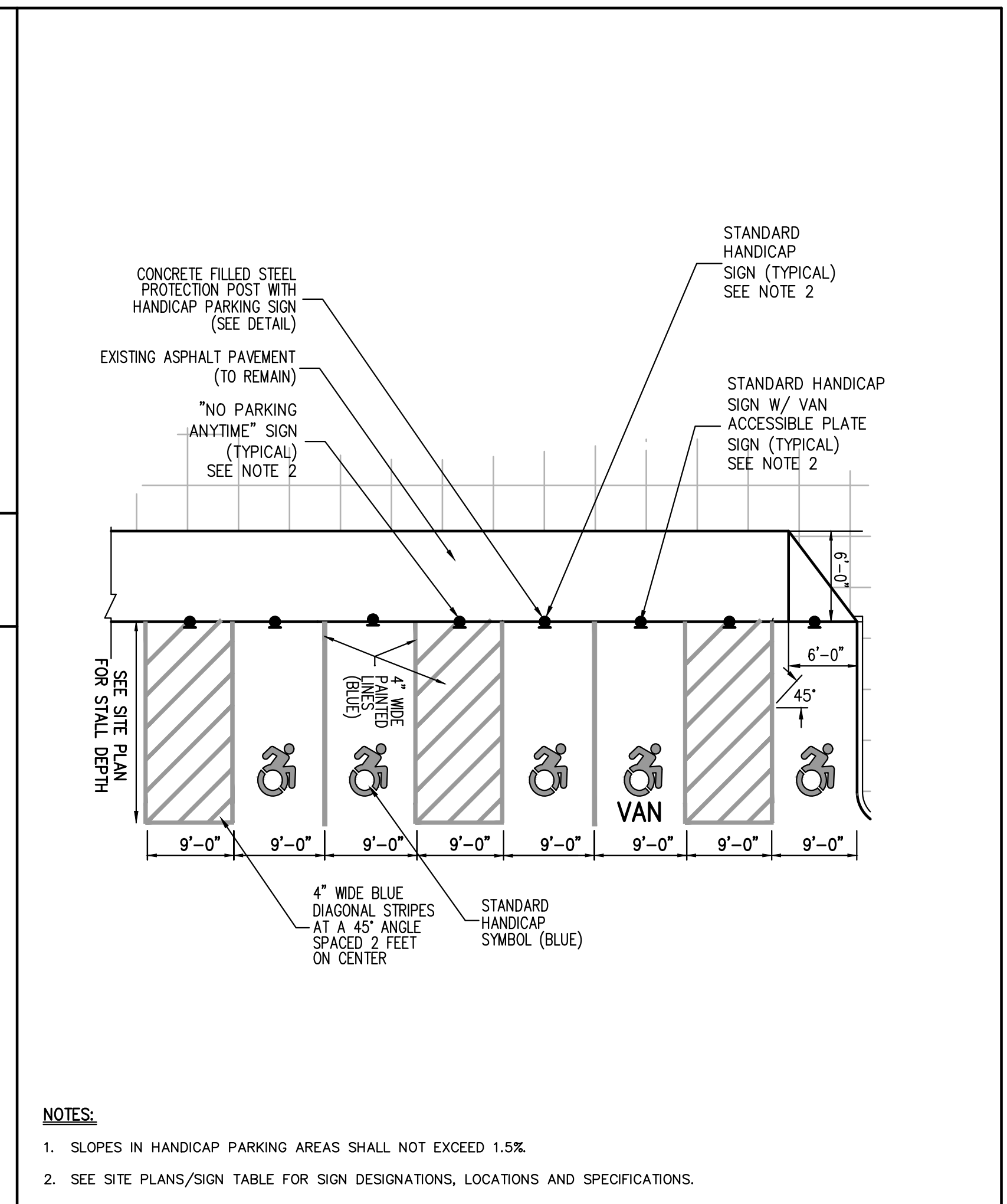
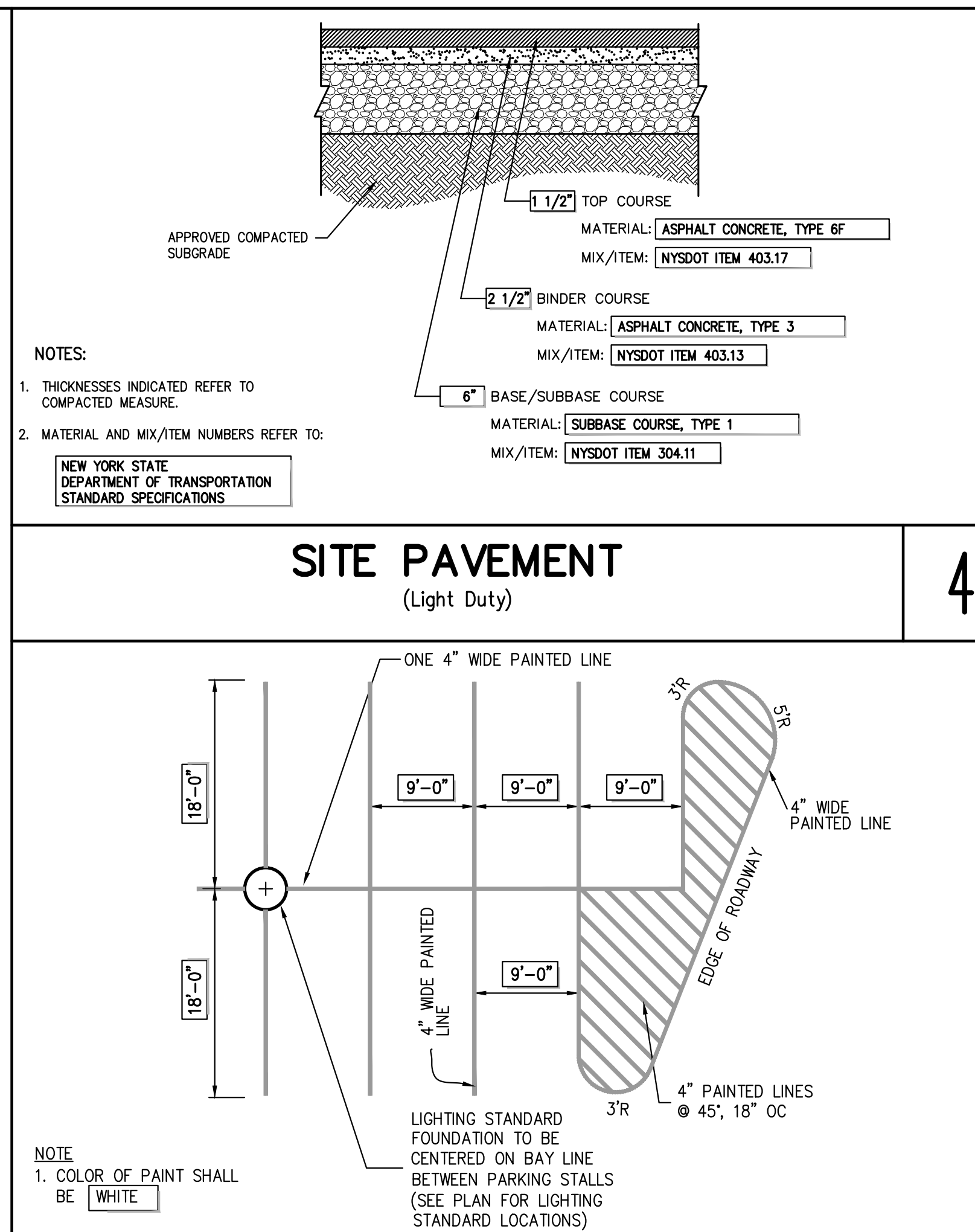
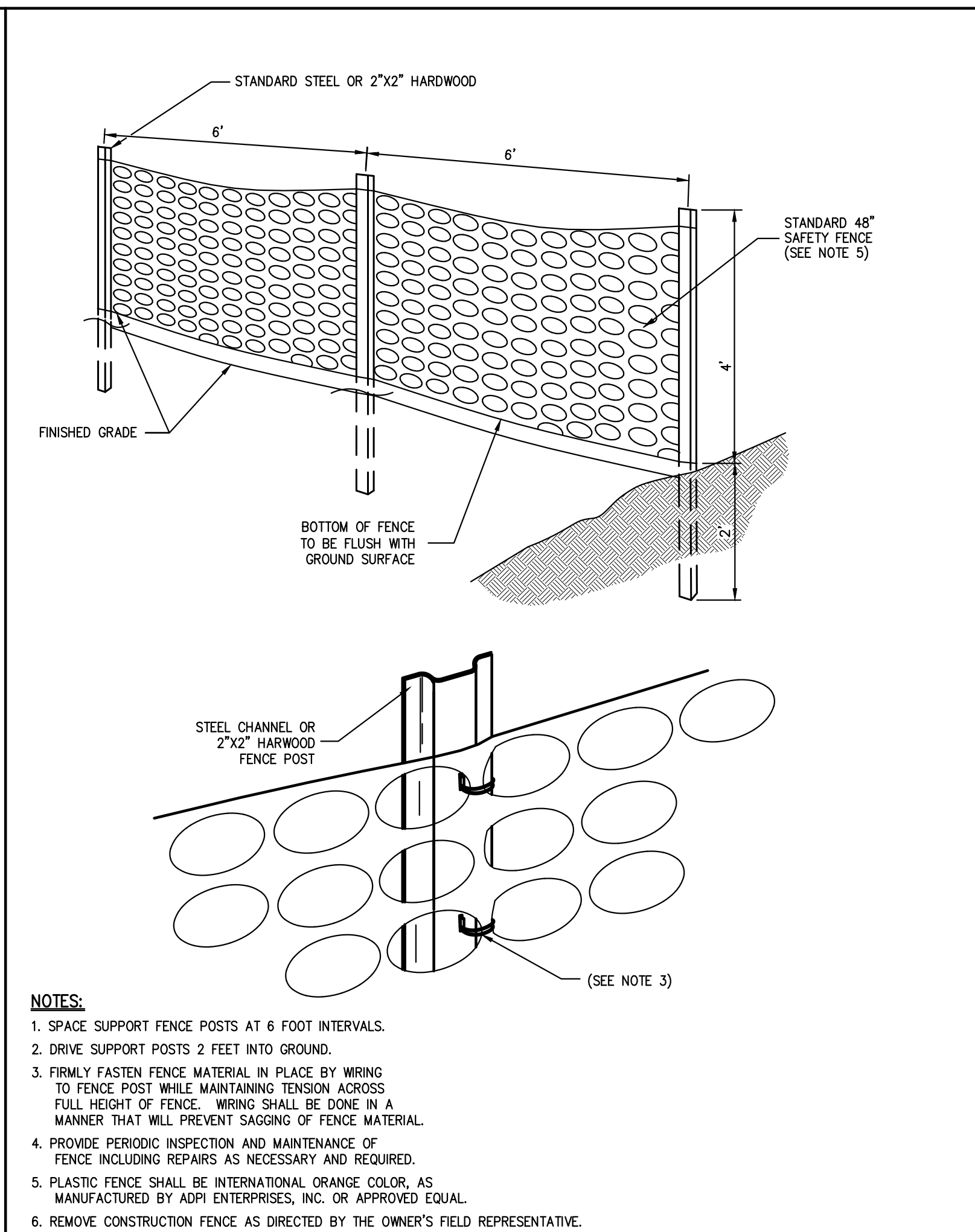
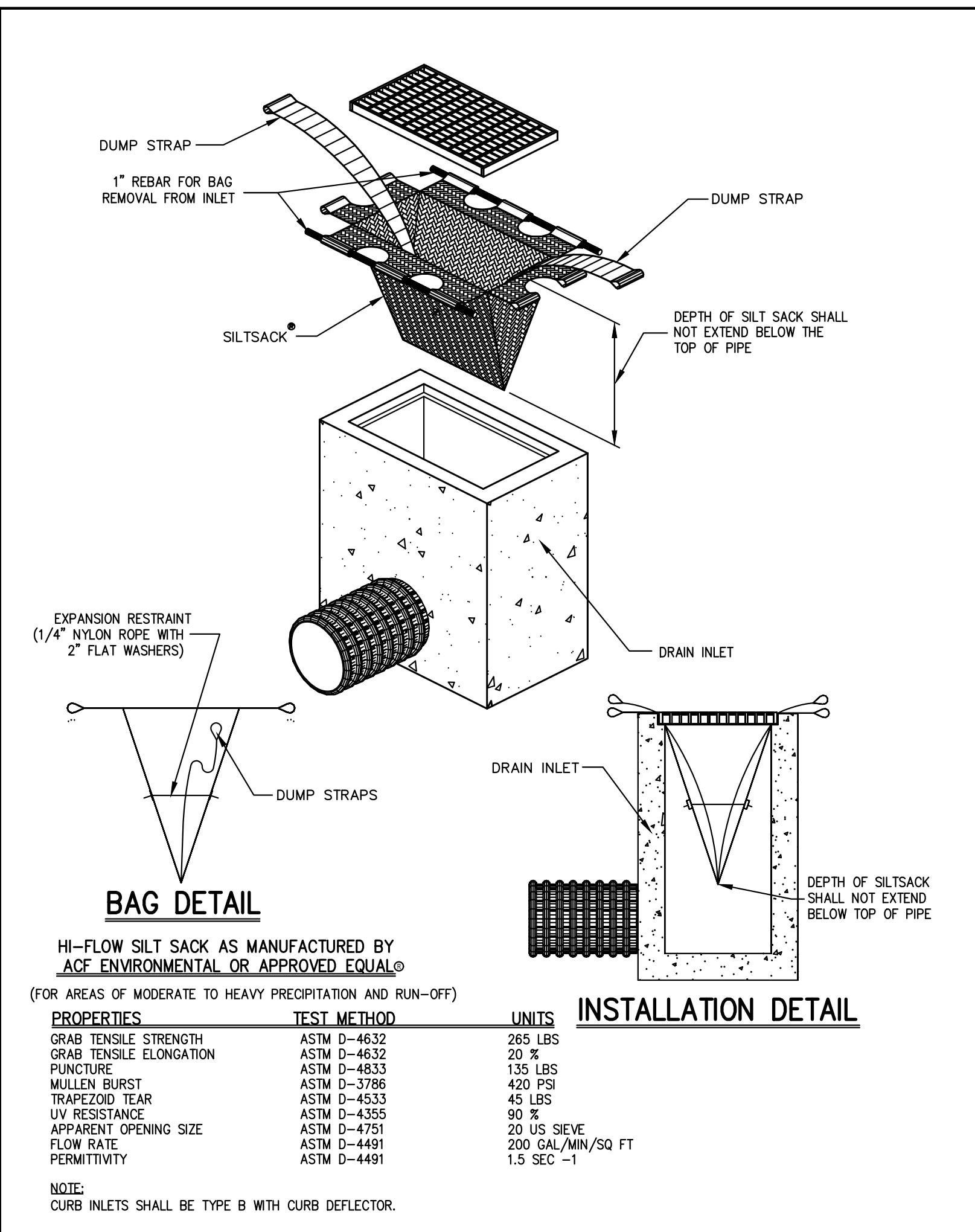
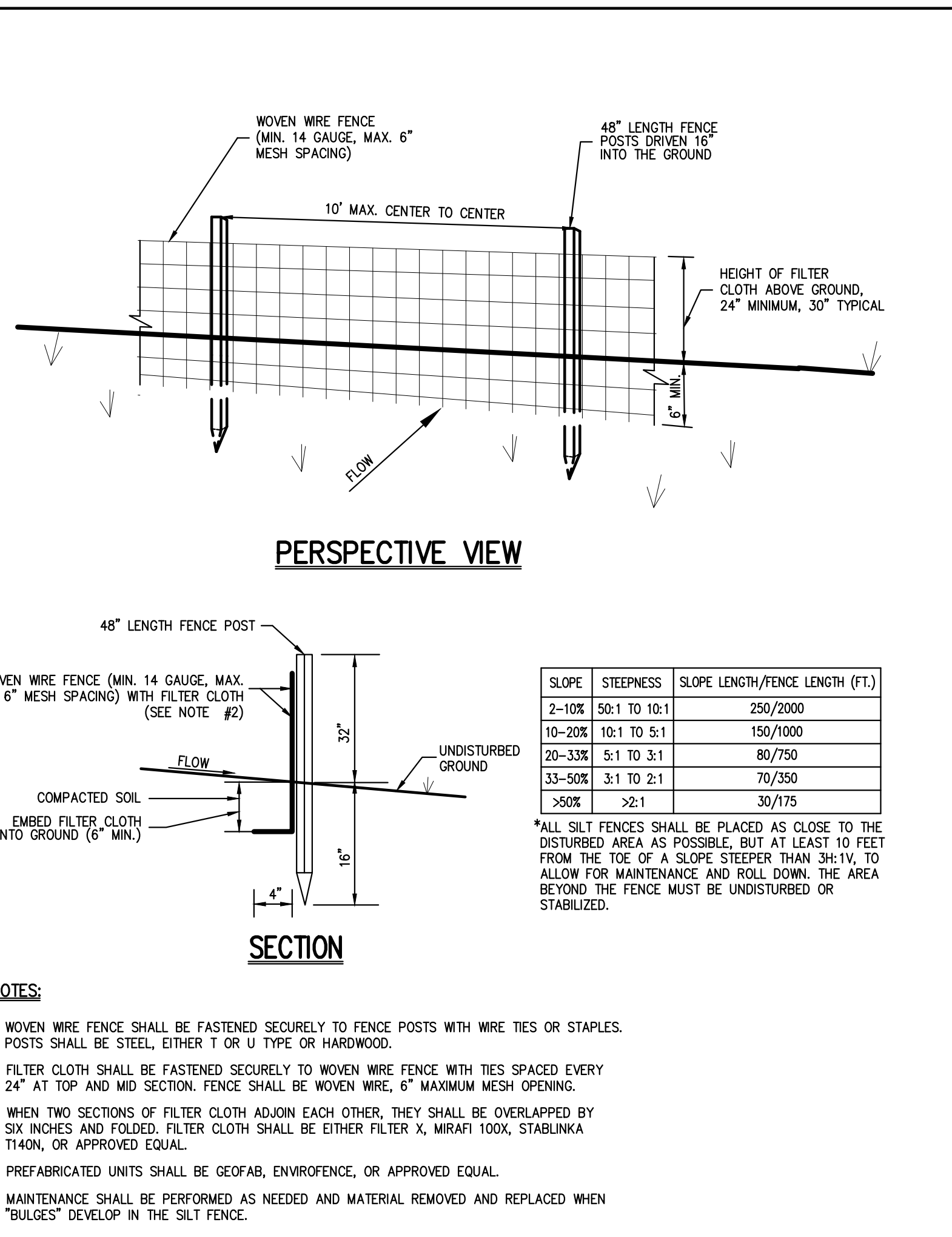


TEMPORARY CLUBHOUSE FACILITIES  
 GRADING AND EROSION &  
 SEDIMENT CONTROL PLAN  
 THE SUMMIT CLUB AT ARMONK  
 568 & 570 ARMONK, NY 10504

ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.



Drawn	NC	Approved	AG
Scale	1" = 20'		
Date	01/06/2021		
Project No.	20101		
File for issues	GN-SE	LAT	AK
Drawing No.	C-200		



**UNILOCK STONE PAVERS**

**TRAFFIC SIGN POST (BREAKAWAY STEEL CHANNEL)**

**ACCESSIBLE PARKING SIGN DETAIL**

**WOODEN SPLIT RAIL FENCE**

**PVC PRIVACY FENCE (DESIGN BY OTHERS)**

**APPLICANT/OWNER:** SUMMIT COUNTRY CLUB, LLC  
566 BEDFORD ROAD (NY-22)  
ARMONK, NY 10504

**ARCHITECT:** GRANOFF ARCHITECTS  
330 RAILROAD AVENUE  
GREENWICH, CT 06850

**JMC Planning, Engineering, Landscape Architecture & Land Surveying, LLC**  
John Meyer Consulting, Inc.  
120 BEAUFORT ROAD - ARMONK, NY 10504  
VOICE: 914.273.5253 - FAX: 914.273.2102  
www.jmc.com

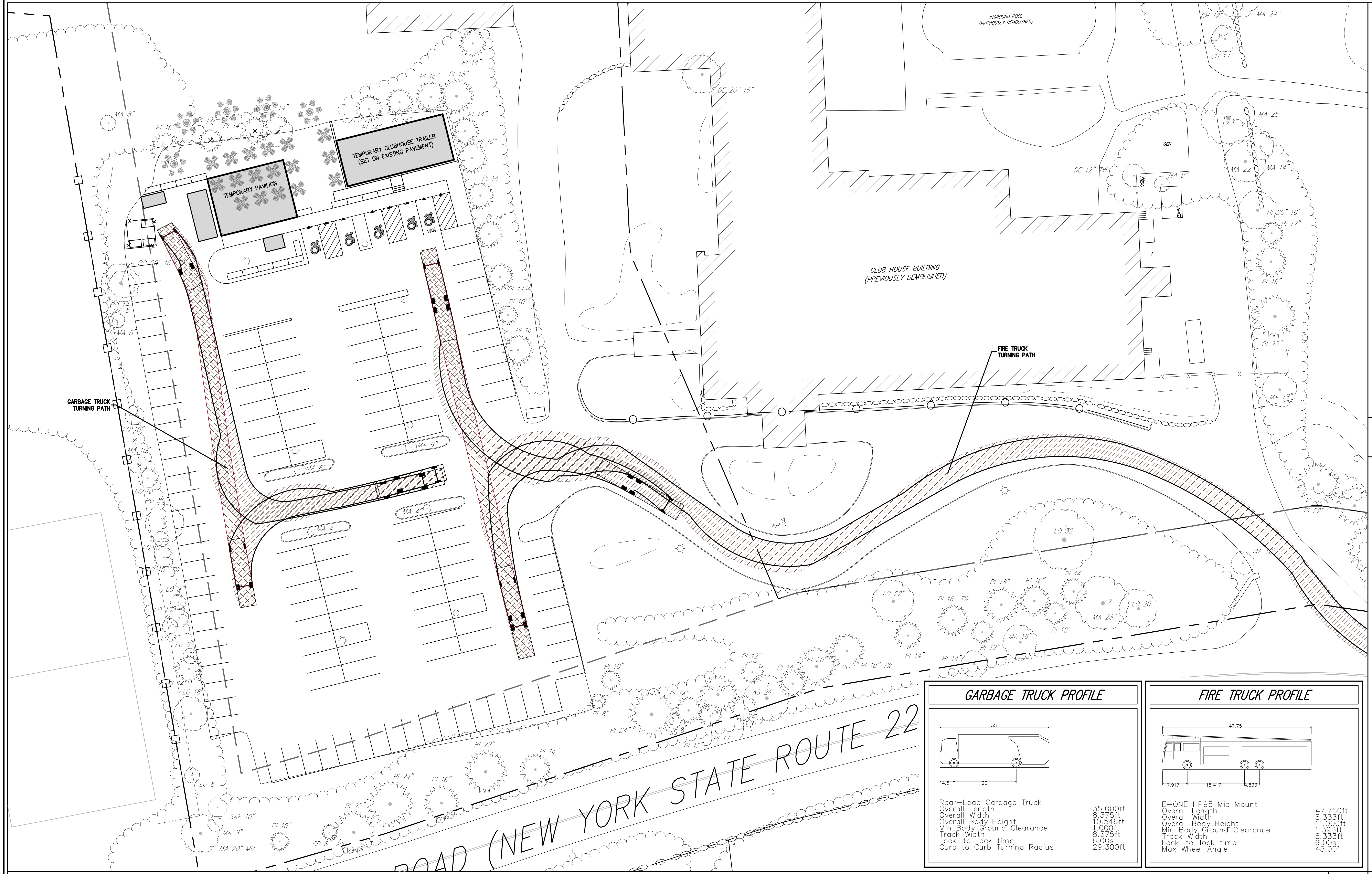
**THE SUMMIT CLUB AT ARMONK**  
566 & 570 BEDFORD ROAD  
ARMONK, NY 10504

**ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.**

**STATE OF NEW YORK**  
JAMES J. GRANOFF  
Professional Engineer  
No. 07103

**Scale:** NOT TO SCALE  
**Date:** 01/06/2021  
**Project No.:** 20101  
**Sheet No.:** C-900

**NOT FOR CONSTRUCTION**



GARBAGE TRUCK PROFILE		FIRE TRUCK PROFILE	
Rear-Load Garbage Truck	35.000ft	E-ONE HP95 Mid Mount	47.750ft
Overall Length	8.375ft	Overall Length	8.353ft
Overall Width	10.546ft	Overall Width	11.000ft
Overall Body Height	1.000ft	Overall Body Height	1.583ft
Min Body Ground Clearance	8.375ft	Min Body Ground Clearance	8.333ft
Track Width	6.069ft	Track Width	6.003ft
Lock-to-lock time	29.300ft	Lock-to-lock time	45.00'
Curb to Curb turning Radius		Max Wheel Angle	

TRUCK TURNING ANALYSIS

12

NOT FOR CONSTRUCTION

<p>APPLICANT/OWNER:  <b>SUMMIT COUNTRY CLUB, LLC</b>          566 BEDFORD ROAD (NY-22)          ARMONK, NY 10504</p> <p>ARCHITECT:  <b>GRANOFF ARCHITECTS</b>          330 RAILROAD AVENUE          GREENWICH, CT 06830</p>	<p>DATE: 02/22/2021</p> <p>REVISION: RESPONSE TO TOWN COMMENTS</p>
<p>ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.</p>	
<p>Drawn: NC Approved: AG          Scale: NOT TO SCALE          Date: 01/06/2021          Project No: 20101          Drawing No: C-901</p>	
<p><b>TEMPORARY CLUBHOUSE CONSTRUCTION DETAILS</b>          THE SUMMIT CLUB AT ARMONK          566 &amp; 572 BEDFORD ROAD          ARMONK, NY 10504</p>	
<p><b>C-901</b></p>	



## MEMBERSHIP PLAN



**568 Bedford Road  
Armonk, NY 10504**

**November 15, 2020**

## **MEMBERSHIP PLAN OVERVIEW**

### **Ownership and Use of Facilities**

Summit Country Club, LLC, a New York limited liability company, currently owns and operates the Facilities provided at The Summit Club (the “Club”). Use of the Facilities is available to Members, Designees, family members, guests, and such other persons as may be permitted by the Club from time to time.

### **Membership Summary**

The Club consists of the following amenities, currently under renovation:

- **18-hole golf course is currently being remodeled by Rees Jones.. More details on the planned renovation and biography and credentials for Rees Jones are provided in this Membership Plan.**
- **Golf Practice Facilities (preliminary plans include the addition of indoor tees)**
- **A Member’s Clubhouse will be open for the 2021 golf season offering pro-shop and 19<sup>th</sup> hole with outdoor patio and firepits.**
- **A Member’s Amenities Area with Resort Style Pool and fitness, pending all town and government approvals is expected to be under construction in the Summer of 2021.**
- **The permanent Clubhouse with men’s and women’s locker rooms, along with more expansive dining options, pending all town and government approvals is expected to break ground upon the sale of 200 golf memberships**

### **Membership Privileges**

The Club is offering a limited number of non-equity memberships that permit use of the Club and its related facilities, (collectively, the Club and the related club facilities, the “Club Facilities”).

Membership at the Club provides a Member a non-exclusive revocable license to use the Club Facilities in accordance with the Membership Plan and Rules. Members do not obtain any equity or ownership interest in the Club Facilities or any real property owned by the Club, do not acquire any property rights or other interest in any of the Club Facilities or any real property owned by the Club, and do not have any rights to become involved in the management or operation of the Club Facilities.

### **Carefully Review All Membership Materials**

Each person who desires to obtain a Membership at the Club should carefully read the Membership Plan and Rules, and all other referenced documents, and should consider seeking professional legal and financial advice in evaluating these documents.



### **Rely Only On Information in the Membership Plan**

**NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING THE CLUB, MEMBERSHIPS AT THE CLUB OR ANY OTHER MATTER DISCUSSED IN THE MEMBERSHIP PLAN THAT IS NOT SET FORTH AND CONTAINED IN THE MEMBERSHIP PLAN. NO PERSON SHALL BE ENTITLED TO RELY UPON ANY INFORMATION OR REPRESENTATION EXCEPT AS SPECIFICALLY SET FORTH IN THIS MEMBERSHIP PLAN AND THE MEMBERSHIP APPLICATION AND UPON SIGNING THE APPLICATION, THE MEMBER ACCEPTS AND ACKNOWLEDGES RECEIPT OF THIS MEMBERSHIP PLAN..**

**MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS OBTAINING MEMBERSHIP PRIVILEGES A NON-EXCLUSIVE REVOCABLE LICENSE TO USE THE CLUB FACILITIES PROVIDED AT THE CLUB IN ACCORDANCE WITH THE PRIVILEGES OF THE MEMBER'S CLASSIFICATION OF MEMBERSHIP. MEMBERSHIPS ARE SOLD TO AND OBTAINED BY MEMBERS STRICTLY FOR SOCIAL AND RECREATIONAL PURPOSES, AND NOT FOR PROFIT OR INVESTMENT BY THE MEMBERS, NOR WITH A VIEW TO DISTRIBUTION OR RESALE TO OTHERS BY THE MEMBERS. THE INITIATION FEE PAID TO THE CLUB FOR A MEMBERSHIP IS NOT REFUNDABLE. MEMBERSHIP PRIVILEGES SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO PERSON OBTAINING A MEMBERSHIP AT THE CLUB SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP AT THE CLUB.**

**THE MEMBERSHIP PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY.**

### **Follow These Procedures to Apply For Membership**

Applicants for Membership must comply with all of the following requirements.

- A. Deliver a completed and signed Application for Membership Privileges and the required Initiation Fee to the Club.
- B. Attend an interview if requested by the Club.

### **Membership Director Is Available To Answer Inquiries**

Any questions concerning the Membership Plan, the Rules and Regulations or the Membership opportunities available at the Club should be directed to the Membership Office at The Club, 568 Bedford Road, Armonk, New York, 10504 or by calling (914)-273-9300.

The Club's website [www.thesummitclub.net](http://www.thesummitclub.net) should be viewed to obtain additional Club and Membership information.

**This is a confidential information package intended solely for your limited use and benefit in determining whether you are interested in joining The Summit Club ("the Club"). It contains selected information pertaining to the Club and does not purport to be all-inclusive or to contain all the information that prospective members may desire. It should be noted that all financial information is provided for general reference purposes only and is subject to change.**

**Neither the Club, nor any of its respective officers, agents or employees have made any representations or warranty, expressed or implied, as to the accuracy or completeness of this information or any of its contents, and no legal commitments or obligations shall arise by reason of this document or any of its contents.**

**The Club expressly reserves the right, in its sole discretion, to reject any or all expressions of interest or offers to join the Club and may terminate discussions with anyone at any time with or without notice. The Club shall have no legal commitment or obligation to any person(s) reviewing this information.**

**Furthermore, this Membership Plan, the Rules and Regulations (the “Rules”), and the Member’s Application describe the privileges and obligations of Membership at the Club. Capitalized terms used in the Application for Membership Privileges, a Member’s Membership Application, and the Rules and Regulations, shall have the meanings given in these Membership Documents, unless separately specifically defined or the context requires otherwise.**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>I. <u>CLUB MEMBERSHIP AND CLUB FACILITIES</u></b>	
1.1 Club Membership.....	6
1.2 Club Facilities .....	6
1.3 Additional Club Facilities.....	7
1.4 Club Ownership and Operation.....	7
<b>II. <u>MEMBERSHIP CATEGORIES AND PRIVILEGES</u></b>	
2.1 Membership Categories and Privileges .....	7
2.2 Number of Memberships .....	7
2.3 Changes in Membership Categories / Rules and Policies.....	8
2.4 Honorary Memberships .....	8
2.5 Corporate Memberships.....	8
2.6 Legacy Memberships.....	9
<b>III. <u>FAMILY AND GUEST PRIVILEGES</u></b>	
3.1 Immediate Family Privileges .....	9
3.2 Privileges for Individual Living with Member .....	9
3.3 Guest Privileges .....	9
<b>IV. <u>OBTAINING MEMBERSHIP AT THE CLUB</u></b>	
4.1 Offering of Membership .....	10
4.2 Application for Membership.....	10
4.3 Membership Initiation Fee Required to Acquire Membership .....	10
4.4 Screening of Prospective Members .....	10
4.5 Acceptance of Application.....	10
4.6 Declination of Application.....	10
4.7 Reserved Memberships.....	11
4.8 Waiting List .....	11
4.9 Tax Consequences of Acquiring Membership.....	11
<b>V. <u>MEMBERSHIP POLICIES</u></b>	
5.1 General .....	11
5.2 Qualification for Membership.....	11
5.3 Availability of Memberships .....	12
5.4 Membership Cards .....	12
5.5 Resignation .....	12
5.6 Downgrades .....	12
5.7 Upgrades .....	12
5.8 Changes in Membership Categories .....	13
5.9 Legal Separation or Divorce .....	13
5.11 Recall of Memberships.....	13
5.12 Leave of Absence .....	13
<b>VI. <u>TRANSFER AND REISSUANCE OF MEMBERSHIPS.</u></b>	
6.1 Transfer of Membership .....	13
6.2 Transfer Upon Death .....	14
6.3 Administrative Fee .....	14
6.4 No Advertising.....	14

VII.	<u>MEMBERSHIP RIGHTS AND USAGE</u>	
7.1	Membership Rights .....	14
7.2	No Equity Rights or Vested Interest.....	15
7.3	Advisory Board.....	15
7.4	Applicability of Membership Plan .....	15
7.5	No Pledge of Memberships.....	15
VIII.	<u>PAYMENT OF DUES AND CHARGES</u>	
8.1	Statement and Payments .....	15
8.2	Dues.....	16
8.3	Charge Privileges .....	16
8.4	Membership Charges.....	16
8.5	Miscellaneous Charges .....	16
8.6	Maintenance of Member Charge Accounts .....	16
8.7	Private Golf Cart Program .....	17
8.8	No Assessment Against Members.....	17
8.9	Past Due, Delinquency and Revocation.....	17
8.10	Frequent Delinquency.....	18
8.11	Crediting of Account .....	18
8.12	Reinstatement.....	18
8.13	Membership Year.....	18
IX.	<u>MISCELLANEOUS</u>	
9.1	Independent Company .....	18
9.2	Binding Effect, Indemnification.....	19
9.3	Release, Disclaimer, and Indemnification .....	19
9.4	Personal Property .....	19
9.5	Club’s Assurance of Completing Members Amenity Area .....	19
9.6	Modification of Club Facilities .....	20
9.7	Non-Member Play .....	20
9.8	Marketing Usage of Club Facilities.....	20
9.9	Reciprocal Privileges.....	21
9.10	Access Agreements .....	21
9.11	Membership Categories.....	21
9.12	Liability for Damage .....	21
9.13	Recovery of Damages or Dues.....	21
9.14	No Agency .....	22
9.15	Notice .....	22
9.16	Membership Payments .....	22
9.17	Prior Plan Matters.....	22
X.	<u>AMENDMENT OF MEMBERSHIP PLAN</u>	
10.1	Amendment.....	22
10.2	Announcement of Amendment .....	23
	<b>MEMBERSHIP CATEGORIES .....</b>	<b>24</b>

**ARTICLE I.**  
**CLUB MEMBERSHIP AND CLUB FACILITIES**

**1.1. CLUB MEMBERSHIP**

Membership in The Summit Club offers the use of exceptional golf, dining, fitness, swimming, tennis and social facilities. The terms and privileges of membership in the Club and the policies and procedures under which the Club are operated are described in this Membership Plan, and the Rules and Regulations, the Application (collectively referred to as the “Membership Documents”), which are subject to change from time to time in the sole and absolute discretion of Summit Country Club, LLC (the “Company”), the owner of the Club Facilities. This Membership Plan has an effective date of November 15, 2020 (the “Effective Date”), and supersedes and replaces all prior membership plans for the Club, however titled.

**1.2. CLUB FACILITIES**

Members, their families and guests will enjoy the following exceptional Club Facilities, depending on their membership Category:

**Golf Course:**

The Summit Club’s newly renovated championship golf course, as envisioned by Rees Jones (<https://www.reesjonesinc.com/>) will overlook the picturesque hills and woodlands of Armonk in Westchester County, just north of New York City. The Summit Club will be a private golf and country club nestled on 156 acres, including a separate residential component. "The new design will attract golfers of all levels," Rees Jones said. "The course is designed to be fun and challenging to all golfers within a beautiful setting."



Phase I of the remodeling works with the existing layout, while updating and upgrading the course to meet today’s playability and maintenance standards. The original layout (6,350 yards, par 70) will be stretched to approximately 6,700 yards, par 71. The focus of the proposed improvements includes rebuilding selected tee complexes, with additional forward, member and championship tees planned; the rebuilding of all sand bunkers, including the removal and addition of several bunkers; drainage improvements at select fairways to improve playability; and the rebuilding of greens. The practice facility will be renovated with an expanded hitting area, new targets, and a short game practice area. Future improvements will include an indoor/outdoor high-performance teaching facility. These changes are expected attract golfers at all ability levels to this beautiful club.

Rees Jones has been awarded the Donald Ross Award, the Old Tom Morris Award and the Don A. Rossi Award.

He has designed or redesigned more than 230 golf courses in his career. Jones has earned the moniker "The Open Doctor" for his redesign of courses in preparation for major championships. His remodeling skills have been applied to seven U.S. Open venues, nine PGA Championship courses, six Ryder Cup and two Walker Cup sites as well as the President's Cup at The Royal Montreal Golf Club. Several of his redesigned courses have been selected as FedEx Championship sites including East Lake Golf Club, the permanent site of the PGA TOUR's Tour Championship.

Among his notable original designs are Nantucket Golf Club, Atlantic Golf Club, The Golf Club at Briar's Creek, RedStick Golf Club, Ocean Forest Golf Club, Haig Point Club, Waldorf Astoria Golf Club, The Bridge and Cascata Golf Course.

Rees has been recognized many times for his contributions to the game. His awards include the 2013 Donald Ross Award.

Specific facilities of the Club will include:

- **Golf Practice Facilities (preliminary plans include the addition of indoor tees)**
- **A Member's Clubhouse will be open for the 2021 golf season offering pro-shop and 19<sup>th</sup> hole with outdoor patio and firepits.**
- **A Member's Amenities Area with Resort Style Pool and fitness, pending all town and government approvals is expected to be under construction in the Summer of 2021**

**The permanent Clubhouse with men's and women's locker rooms, along with more expansive dining options, pending all town and government approvals is expected to break ground upon the sale of 200 golf memberships**

### ***1.3. ADDITIONAL CLUB FACILITIES/PRIVATE GOLF COURSE(S)***

The Company may, in its sole and absolute discretion, expand and/or renovate the Club Facilities, or add additional facilities as it determines appropriate from time to time.

The Company may, in its sole and absolute discretion, allow all Members to use any additional Club Facilities, increase dues for all Members or certain Categories of membership to pay the operating costs associated with the additional Club Facilities, or give Members the option to use the Club Facilities upon payment of additional membership dues. The Company may modify Club Facilities' usage rules from time to time.

### ***1.4. CLUB OWNERSHIP AND OPERATION***

The Club Facilities are currently owned and operated by the Company, Summit Country Club, LLC. will manage and operate The Summit Club and the Club Facilities. The Summit Club and all the related club facilities are hereinafter referred to as the "Club".

## **ARTICLE II.** **MEMBERSHIP CATEGORIES AND PRIVILEGES**

### ***2.1 MEMBERSHIP CATEGORIES AND PRIVILEGES***

The Company currently has the Categories of membership at the Club as set forth in Exhibit A (the "Categories").

### ***2.2 NUMBER OF MEMBERSHIPS***

The Club will offer a limited number of memberships for the enjoyment of the members. The Club expects to cap the number of golf memberships at a time and level that is appropriate for the usage and

needs of the membership and their guests. The maximum number of other memberships permitted shall be subject to the sole and absolute discretion of the Company, as it deems appropriate.

### **2.3 CHANGES IN MEMBERSHIP CATEGORIES / RULES AND POLICIES**

Memberships shall be available in the Categories set forth in the Membership Classification Schedule. In order to enhance the recreational and social pleasures of Members and their Family, Extended Family and guests, the Company reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access and/or reservations of the Club Facilities and membership in the Club (the "Rules and Regulations"). The Company shall have the sole and absolute discretion to discontinue offering any Categories of membership and to create additional Categories of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such Category. The Company has no obligation nor is the Company under any time deadline to sell any type of memberships.

### **2.4 HONORARY MEMBERSHIPS**

The Company reserves the right to issue memberships in the Club with full usage of all Club Facilities and certain special benefits, which will be granted to selected individuals for their contribution to the Club, the community, or other activities, as determined by the Company (the "Honorary Memberships"), in its sole and absolute discretion. The Honorary Memberships may be non-dues and/or partial dues paying, may have no Membership Initiation Fee requirement and shall not count toward any membership maximum number determined by the Company and may be revoked by the Company at any time.

### **2.5 CORPORATE MEMBERSHIPS**

In addition to individual memberships, the Club may offer Corporate Memberships. The Corporate Membership provides access to the club for corporations for use by select employees of their choosing. This classification is at the discretion of the Company and will be offered to any current member.

Unless otherwise indicated, the policies regarding any one Category of membership includes Corporate Membership in the Category of membership. A Corporate Membership may be issued in the name of an Authorized Entity, as defined below. The purchase of a Corporate Membership and the naming of the initial Designee as defined below, must be authorized in writing by an officer or director of the Authorized Entity. A Corporate Membership shall entitle the Authorized Entity to specifically name an individual (the "Designee") to have the usage rights and privileges of the Membership. The Authorized Entity shall name, as Designees, only full-time bona fide employees, directors, or officers of the Authorized Entity. The Authorized Entity shall have the responsibility to inform the Club when the Designee separates from the Authorized Entity. An "Authorized Entity" is one which is duly organized under the laws of an any State and is actively doing business as determined by the Company, and in good standing pursuant to the statutory regulations promulgated by the state where it was formed. An Authorized Entity does not include any entity formed for the specific purpose of obtaining a Membership in the Club. The Designee and the Authorized Entity holding the Corporate Membership are jointly and severally responsible for all dues, fees, charges, and other debts incurred by such Designee and his/her Immediate Family, Extended Family, and guests.

If a golfing designated representative of a Corporate Member resigns from the Club, the Corporation may, within thirty (30) days from the date of the resigning representative's resignation, submit by application and payment of all required fees, another representative, at least twenty-one (21) years of age, to assume the resigning representative's place.

## **2.6 LEGACY MEMBERSHIPS**

In addition to the memberships as set forth in the Club's Membership Classification Schedule, the Club may offer Legacy Memberships. Any child or grandchild of a current Member, over the age of twenty-five (25) and under the age of thirty, not living in the Member's primary residence, enrolled in college or the military in good standing may join and for any classification they choose to join. At that time, the Legacy Member is entitled to all rights, privileges, and responsibilities of the classification joined as described in this Section 2. If the Member leaves the club for any reason, they are subject to rejoining as required of any applicant.

### **ARTICLE III. FAMILY AND GUEST PRIVILEGES**

#### **3.1 IMMEDIATE FAMILY PRIVILEGES**

A Member's immediate family will be entitled to use the Club Facilities on the same basis as the Member. A Member's immediate family ("Immediate Family") will include the Member's Spouse and Eligible Children. The term "Spouse" shall mean the Member's legal husband or wife determined in accordance with their state of residence. The term "Eligible Children" shall mean the Member's unmarried children under the age of 25 who are living at home, attending school on a full-time basis, or serving in the military.

#### **3.2 PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER**

Upon written request, an unmarried Member may request the Company to authorize use of the Club Facilities by a "Significant Other." A Significant Other is an unmarried person who is not related to the Member by blood, and who lives with the Member in a personal couple relationship. The application for Significant Other status shall require proof that the Significant Other's primary residential address is the same as the Member's and may require any other information deemed appropriate in the Company's sole and absolute discretion. The Company may accept or reject, in its sole and absolute discretion, such request to extend use of the Club Facilities to the Significant Other. Such use of the Club Facilities by an approved Significant Other shall be permitted without the payment of additional dues or guest fees and without regard to Club rules limiting the number of times a non-Member guest may use the Club Facilities. The holder of the membership shall be jointly responsible for any charges incurred by the Significant Other at the Club Facilities. Ownership of the membership shall remain with the Primary Member for all purposes. Members may not request a change in the designation of the Significant Other more than once every two (2) calendar years.

#### **3.3 GUEST PRIVILEGES**

Members may have guests use the Club Facilities in accordance with the Member's Category of membership and the Rules and Regulations of the Club. The Company may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year. The Member will be responsible for the payment of charges incurred but not paid by his or her guests including any applicable guest fees established by the Company from time to time. Members will also be responsible for the department of their guests.



**ARTICLE IV.**  
**OBTAINING MEMBERSHIP AT THE CLUB**

**4.1. OFFERING OF MEMBERSHIP**

Memberships will be offered to such persons and/or entities as the Company determines appropriate from time to time, subject to availability of memberships.

**4.2. APPLICATION FOR MEMBERSHIP**

Applicants for Membership must be financially qualified persons of good character, who are at least twenty-one (21) years of age. Each applicant for membership must complete an application in the form established by the Company (the “Membership Agreement and Application” or “Membership Agreement”). All applications must be submitted to the Company for consideration and review.

**4.3. MEMBERSHIP INITIATION FEE REQUIRED TO ACQUIRE MEMBERSHIP**

Each person who desires to acquire a membership will be required to pay a membership fee (“Membership Initiation Fee”) or (“Initiation Fee”), as applicable, determined by the Company from time to time for each Category of membership. All Membership Initiation Fees are non-refundable.

**4.4. SCREENING OF PROSPECTIVE MEMBERS**

The Company will evaluate all parties who submit a completed Membership Application and pay the applicable Membership Initiation Fee, as applicable. Evaluations will be conducted with the intent and purpose of securing the optimum number of Members with compatible social, vocational and professional attainment from all segments of the community. All evaluations shall be made without regard to race, color, national origin, sex, religious preference, creed, or any disabilities of the person applying.

**4.5. ACCEPTANCE OF APPLICATION**

If a decision is made to accept an application, the Club’s Membership Department, shall notify the applicant of its approval of the applicant’s Membership Application. If the Category of membership to which the applicant applied is not available, the applicant shall be placed on a waiting list for the appropriate membership Category as set forth in this Membership Plan. If the Category of membership to which the applicant applied is available, the applicant shall pay all dues required and shall be entitled to the rights and privileges of the membership Category.

**4.6. DECLINATION OF APPLICATION**

The Company may accept or reject any applicant in its sole and absolute discretion, and the decision of the Company on any application shall be final. If an applicant has been considered for membership and the applicant’s application is denied, the Company shall notify the applicant of such decision, and the Membership Initiation Fee, as applicable, submitted by such applicant shall be fully refunded, without interest.

#### **4.7. RESERVED MEMBERSHIPS**

All unissued memberships will be reserved by the Company and will not be considered to be available memberships in the Company until determined by the Company to be issued. The Company is not required and may not be compelled to sell any reserved membership. The Company may issue a reserved membership to any person which the Company, in its sole and absolute discretion, determines appropriate from time to time. The Company shall have no obligation to pay dues on its reserved memberships.

#### **4.8. WAITING LIST**

If memberships in a particular Category are not available, the Company will establish a separate waiting list for each Category of membership of those persons who have notified the Company in writing of their desire to purchase a membership. The redemption of members from the Wait List shall be in accordance with the following.

1. Legacy Members take precedent over all other Members, subject to existing legacy policy.
2. Leave of absence takes precedent over new Members, except legacy, in hierarchy on all lists.
3. Fully paid Golf and Sports Memberships takes precedent over those Golf and Sports Members on the installment plan and Junior Members (i.e., those not “fully paid”).
4. Sports Members takes precedent over Social on the Social waiting list.
5. Earliest applications, or request for changes, take precedence over those with otherwise equal standing as outlined above, based upon the date received by the Club.

**Conflicts or special situations will be referred to the General Manager.**

#### **4.9. TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP**

The Company makes no representations and expresses no opinions regarding the federal, state, or local tax consequences of acquiring a membership or with respect to any Membership Initiation Fee paid to the Company. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax and/or legal advisors with respect to the tax consequences of any Membership Initiation Fee.

### **ARTICLE V. MEMBERSHIP POLICIES**

#### **5.1. GENERAL**

Membership in the Company shall be evidenced by a copy of the Membership Application by the Member and by a representative of the Company indicating approval of the applicant for membership.

#### **5.2. QUALIFICATION FOR MEMBERSHIP**

Any applicant shall be eligible to apply for membership in the Club, subject to the additional eligibility requirements set forth herein. There shall be only one (1) Member per membership (the “Primary Member”); membership shall not be issued in joint names. The Primary Member shall be the person indicated on the Membership Agreement; however, subject to the approval of the Company, the Primary Member designation may be changed from one Spouse to the other Spouse annually at no charge.

### **5.3. AVAILABILITY OF MEMBERSHIPS**

The Company reserves the right to (i) decrease or increase the authorized number of memberships in any Category, (ii) to suspend offering of memberships in any Category, and (iii) to create and offer for sale new Categories of membership at any time as it deems appropriate in its sole and absolute discretion.

### **5.4. MEMBERSHIP CARDS**

A membership card indicating the Member's name, Club Account number, type of membership, and containing the name of the authorized user (the "Membership Card") may be issued to each Member and to his or her Immediate Family members, as applicable. Membership Cards will not be issued to children under the age of ten (10). The rules regarding the use of a Membership Card shall be set forth in the Rules and Regulations for the Club. The Company may change the requirements related to Membership Cards from time to time or offer members an app for review and payment of membership charges.

### **5.5. RESIGNATION**

A Member, whose membership is in good standing, may, at any time prior to August 31<sup>st</sup>, submit a resignation of membership at any time, but no resignation shall be effective until the Member's unpaid financial obligations to the Company have been settled. In the event any portion of the Membership Initiation Fee has been financed or deferred or is owing to the Company, the Member shall be obligated to pay in full to Company the remaining unpaid balance of the Membership Initiation Fee, as applicable, as a condition precedent to the Company's acceptance of the resignation. Resignation of a membership is irrevocable, unless otherwise determined by the Company. Resigning Members are required to pay dues through the end of the current Membership Year. All resignations must be in writing and received by the Company prior to becoming effective.

If the resigning Member subsequently desires to reactivate Membership, the reactivation request will be treated as a new Member application subject to all provisions then in effect for the class of Membership requested.

### **5.6. DOWNGRADES**

Members may elect to change membership class at any time under the following conditions:

- (1) Membership Class downgrade requests must be provided in writing to the Club and must be received by August 31<sup>st</sup> of each year.
- (2) New monthly fees will begin the following month from receipt of request by General Manager.
- (3) Members are entitled to one downgrade per membership.
- (4) Downgrade of Membership Class will not incur additional fees nor will initiation fees of previously assessed monthly dues be refunded.

**All other membership downgrades are subject to the approval of the Company.**

### **5.7. UPGRADES**

Members may upgrade their Category of membership at any time and upon upgrade the Member must pay to the Company the difference between the Membership Initiation Fee, as applicable, previously paid by the Member and the then current Membership Initiation Fee for the selected Category of upgraded membership.

#### **5.8. CHANGES IN MEMBERSHIP CATEGORIES**

All requests for changes affecting membership status, Category, privileges, or charges must be made by giving the Company no less than thirty (30) days prior written notice and must be received by August 31<sup>st</sup> of each year. All changes in membership status will incur a transfer fee as set by the Company from time to time and shall be subject to the terms and restrictions of the Membership Documents. All changes in status will become effective on January 1 of the year in which notice was received by the Company.

#### **5.9. LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or legal separation of Spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the Spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Company, both Spouses will be jointly and severally liable for all dues and charges and may both continue to enjoy membership privileges so long as such amounts are timely paid. With regard to any claim or dispute about the ownership of a membership, in the absence of an agreement of separation or a decree of divorce, the Company shall be entitled to rely on the Membership Application and may confirm ownership of that membership in the name of the person listed on the Membership Application as the Primary Member. The Company 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.

#### **5.10. RECALL OF MEMBERSHIPS**

The Company may recall any Membership at any time upon refund to the Member the Membership Initiation Fee paid by the Member less any unpaid charges and other amounts owed to the Company.

#### **5.11. LEAVE OF ABSENCE**

Leaves of absence are only permitted at the Club in the sole and absolute discretion of the Company, and the Company may charge an inactive fee as set by the Company from time to time. The Company will give consideration to financial and medical hardships.

Any request for reactivation will be treated as a new Member application subject to all provisions in effect at that time. Under the current waiting list hierarchy, Members returning from a leave of absence assume position after legacy Members, but ahead of any other Members of the respective waiting lists, subject to any other requirements of the waiting list policy that may be in effect from time to time.

### **ARTICLE VI. TRANSFER OF MEMBERSHIPS**

#### **6.1. TRANSFER OF MEMBERSHIP**

No Member shall have any right to sell, pledge, hypothecate, assign, or otherwise transfer or encumber his or her membership except as may specifically be authorized in the Membership Plan, which may be amended by the Company in its sole and absolute discretion. Any transfer in violation of the Membership Agreement shall be void *ab initio*.

## **6.2. TRANSFER UPON DEATH**

Upon the death of a Member, the membership will be transferred to the Member's surviving Spouse. If there is no surviving Spouse or the surviving Spouse does not desire to continue the membership, the membership will be deemed to have been resigned, and upon payment of any current charges, there will be no further obligation for dues, fees, or other charges. As an exception to the general rule, Members have a one-time only right to pass their membership on to an adult child upon their death without any additional Membership Initiation Fee, a Transfer Fee shall apply, subject to approval of the adult child for membership by the Company. The Club reserves the right to discontinue the Transfer Upon Death at its sole and absolute discretion.

## **6.3. ADMINISTRATIVE FEE**

An administrative fee, as determined by the Company, may be charged for all transfers or reissuance of memberships, except in the event of the Member's death, and a transfer of the membership to the surviving Spouse.

## **6.4. NO ADVERTISING**

Use of electronic media including the internet, television and radio, and magazines, newspapers, posters, billboards and other forms of public solicitation of membership transfers is strictly prohibited. Such public advertising of a membership will result in the disallowance of a transfer of such membership and may result in the termination of the membership and forfeiture of all membership rights and privileges thereunder, as determined in Company's sole discretion.

# **ARTICLE VII. MEMBERSHIP RIGHTS AND USAGE**

## **7.1. MEMBERSHIP RIGHTS**

All memberships are revocable licenses. Membership in the Club permits the Member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations. **Membership in the Club is not an investment in the Company or the Club Facilities and does not give a Member a vested or prescriptive right or easement to use the Club Facilities.** Membership in the Club does not provide a Member with an equity or ownership interest or any other property interest in the Company, the Club, or the Club Facilities. A Member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, (the "Membership Agreement"). All rights and privileges of Members under this Membership Plan, and the Rules and Regulations, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Company reserves the right, in its sole and absolute discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to modify, sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any persons whomsoever, to add, issue, modify or terminate any type or Category of membership, to discontinue operation of any or all of the Club Facilities, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by Members.

## **7.2. NO EQUITY RIGHTS OR VESTED INTEREST**

Members have no equity ownership in the Company, or the Club and membership does not imply any right or privilege to participate in or to administer the Company's or 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 Club Facilities, or any of the Company's assets. A Member acquires only a revocable license to use the Club Facilities, in accordance with the terms and conditions of this Membership Plan, and the Rules and Regulations, as same may be amended from time to time in the Company's sole discretion. The Company reserves the right to (i) reserve memberships; (ii) sell or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever; (iii) issue or terminate any type of unissued membership; (iv) make any other changes in the terms and conditions of membership or the Club Facilities available for use by Members; and (v) amend this Membership Plan pursuant to Article X.

## **7.3. ADVISORY BOARD**

The Company may, but shall not be required to, establish an Advisory Board comprised of Members whose purpose includes fostering good relations between the Members and management of the Club, providing the Company with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. All members of the Advisory Board may be appointed by the Company for specific terms as determined by the Company from time to time. The management of the Club will meet with the Advisory Board on a periodic basis to discuss the operation of the Club Facilities. The Advisory Board shall have no duty or power to negotiate or otherwise act on behalf of the Company or the Club, its management, or the Members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the Members of the Club. The Club may change role of the Advisory Board, as determined by the Club from time to time.

## **7.4. APPLICABILITY OF MEMBERSHIP PLAN**

This Membership Plan shall apply to all Members, their Immediate Family, and guests.

## **7.5. NO PLEDGE OF MEMBERSHIPS**

A Member may not pledge or hypothecate the membership except to the extent the lien or security interest is incurred as a result of obtaining the membership privileges. Any pledge or hypothecation shall be void *ab initio*.

# **ARTICLE VIII. PAYMENT OF DUES AND CHARGES**

## **8.1. STATEMENT AND PAYMENTS**

Monthly statements are closed on the last day of each month and typically sent to members on the 1<sup>st</sup> of the following month and no later than three (3) days thereafter. Payment is due and must be received by the Club (not merely postmarked) by the 5<sup>th</sup> day of the month and considered late after the 10<sup>th</sup> day of the month in which the statement is mailed. If payment is received after the 10<sup>th</sup> of the month, a late charge of (i) fifty dollars (\$50.00), or (ii) one and one-half percent (1½%) of the past due amount, whichever is greater, will be added to all outstanding balances not paid each month. Notwithstanding the foregoing, the Company may place the Member on a temporary hold for any charging privileges, at any time, at the Company's discretion. The Rules and Regulations provide more information on the timing and due dates or member's payments.

## **8.2. DUES**

The Company will determine the amount of dues, fees and charges to be payable by Members each year. Dues shall be payable on an annual basis prior to March 1<sup>st</sup> of each year and all charges incurred by the member paid on a monthly basis on or before the fifth (5<sup>th</sup>) day of each month, unless otherwise determined by the Company from time to time. The amount of dues, fees and other charges is subject to change from time to time by the Company in its sole and absolute discretion.

## **8.3. CHARGE PRIVILEGES**

A Member is entitled to charging privileges at the Club, provided his or her membership is in good standing and his or her account (the "Club Account") does not have a past due balance. Membership in good standing is conditioned upon prompt payment, in full, of all , Membership Initiation Fees, dues, charges and fees as assessed by the Company. A Member's Club Account will be billed monthly and is due in full upon receipt. Members are responsible for, and shall pay all charges incurred by their Immediate Family members, Extended Family members, and guests. Members are required to sign all charge tickets. In the event a Member does not sign his/her charge ticket, Club Staff is authorized to initial the unsigned charge ticket, and the charge will be posted to the Member's account along with any applicable service charge. The Member is liable for unsigned charge tickets for charges legitimately incurred by the Member or the Member's Immediate Family, Extended Family, or guests.

## **8.4. MEMBERSHIP CHARGES**

All Membership miscellaneous charges and fees for services and products are to be paid on a monthly or other basis, are determined solely by the Company. The Company reserves the right, in the future, to change the amount of the Membership Initiation Fees, dues, charges and fees. Membership in good standing is conditioned upon prompt payment, in full, of all Membership Initiation Fees, dues, charges and fees as assessed by the Company. A Member may be subject to disciplinary action, including forfeiture of membership, for failure to meet his or her financial obligations.

## **8.5. MISCELLANEOUS CHARGES**

In lieu of tipping, a service charge percentage may be added to food, beverages and services purchased at the Club Facilities. In addition, Members may be subject to a periodic food minimum or usage fee, which is subject to change from time to time in the sole and absolute discretion of the Company and may have a different amount for each Category. In addition, the Company reserves the right to require a periodic annual, quarterly, or monthly spending minimum in lieu of a food and beverage minimum. Membership Dues will include, locker, bag room, shoe service fees and the like. To the extent imposed, the various miscellaneous charges shall be posted on the Club's Schedule of Dues, Fees and Charges, and, as applicable, billed to the Member's Club Account.

## **8.6. MAINTENANCE OF MEMBER CHARGE ACCOUNTS**

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 must maintain ACH instruction/authorization for one (1) bank account against which their Member Account may be charged as set forth below. Upon application the Member shall submit the Payment Authorization Form.

### **8.7. PRIVATE GOLF CART PROGRAM**

The Company may establish a private golf cart program for owners of the residential units. Owners of the residential units shall be entitled to own and operate privately owned golf that meet the minimum specifications of the Club upon payment of the applicable fees for private cart use.

### **8.8. NO ASSESSMENT AGAINST MEMBERS**

Members will only pay membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments, unless contributed voluntarily by members for specific projects. Members shall not be responsible for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities.

### **8.9. PAST DUE, DELINQUENCY AND REVOCATION**

Effective management of accounts receivable at the Club is important to the Company 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 his or her accounts in a timely manner:

- (1) After notifying a Member either by mail, electronic mail, or by telephone that his or her account is past due ten (10) days, the Company may suspend the Member's charging and usage privileges until it is brought current. In order to bring the account current, the Company shall have the right to charge such amounts to the bank account of the Member, using the account information provided on the membership application or otherwise and to the Club's accounting department pursuant to this Membership Plan.
- (2) The Member consents to such charge against his or her bank account by agreeing to become a Member of the Club. The Member will be notified by mail and may be contacted by telephone.
- (3) The Company may suspend a Member from the Club if his or her account is over thirty (30) days past due until the account is brought current. The Company has the same rights to charge any outstanding amounts to Member's bank account as specified above. A Member who has been suspended pursuant to this provision remains liable for the payment of applicable monthly dues during the period the Member is suspended but has no rights to use any of the Club's Facilities during the period of suspension.
- (4) Any membership with an account that is more than sixty (60) days delinquent may be revoked, but such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. If a membership is revoked by the Company for delinquency, the membership and all rights and privileges under the membership terminate.
- (5) If the membership of any person required to be a Member by the terms of any Declaration, or as part of the ownership of its residence is terminated by the Company as a result of default in timely payment of such person's membership account or default by such person in otherwise complying with the provisions of the this Membership Plan or the Rules and Regulations, then: (1) such person shall have no right to a return of any amounts previously paid by such person to the Club; and (2) such person shall pay to the Company within 30 days any outstanding amounts owing by such person to the Company.
- (6) Members shall be liable for all costs of collection of delinquent accounts including by not limited to legal and other fees.



- (7) A Member may be suspended or have his/her membership revoked by the General Manager for reasonable cause. Such decision shall be final and is at the sole discretion of the General Manager.
- (8) A Member may be suspended for unacceptable behavior or rules violations and a) any initiation fees paid will not be refunded b) all remaining initiation fees will immediately be due and payable; and (c) any unpaid dues for the current year will be immediately due and payable

**8.10. FREQUENT DELINQUENCY**

Any membership which becomes frequently delinquent, as set forth in the Rules and Regulations, may be revoked; however, such revocation shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. All Members shall be charged an additional fee established by the Company on his or her statement for any checks returned from the bank or the Company's actual cost of recovery, whichever is greater.

**8.11. CREDITING OF ACCOUNT**

All bills must be paid in full. Members with any questions regarding his or her statement should contact the Accounting Department and any credits due the Member will be credited on the following month's statement.

**8.12. REINSTATEMENT**

A request for reinstatement may be honored, at the Company's sole and absolute discretion, subject to membership Category availability and upon payment of the difference between the original Membership Initiation Fee paid by the Member and the then current or Membership Initiation Fee for that membership Category, or any back dues or charges owed to the Company, or both of the foregoing, at the Company's discretion.

**8.13. MEMBERSHIP YEAR**

The Club's membership year (the "Membership Year") will constitute the twelve-month period commencing January 1 and ending December 31, unless otherwise established by the Company from time to time.

**ARTICLE IX.  
MISCELLANEOUS**

**9.1. INDEPENDENT COMPANY**

The Members recognize and acknowledge that the Company is a limited liability company, chartered under the laws of the State of New York and qualified to transact business in New York, which is solely responsible for the obligations and liabilities of the Company recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Members further recognize and acknowledge that no other person or entity, including (i) the Company's members, officers, directors, employees and agents, (ii) any individual, nor (iii) any entity affiliated with the Company 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 Company, 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 Company, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

## **9.2. 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 Immediate Family, Extended Family, and guests, to be bound by these Membership Documents. Furthermore, each Member agrees (i) to hold harmless and indemnify the Club, the Company, the General Manager, the Club's management company, members of the Advisory Board and all other affiliates, owners, officers, directors, employees and agents (collectively, the "Indemnified Parties"), and (ii) to provide a defense by counsel, of the Company's choosing, from any claim, liability or loss which results from or is connected with any act or omission by the Member, Member's Immediate Family, Extended Family or guests, or any dispute arising from membership, or any violation of these Membership Documents by the Member, Member's Immediate Family, Extended Family or guests, or any dispute arising from membership.

## **9.3. RELEASE, DISCLAIMER AND INDEMNIFICATION**

While using the Club Facilities or participating in Club events, whether on or off the premises, Members and their Immediate Family, Extended Family and guests are charged with the responsibility of using proper judgment and caution at all times. The Club and the Company assume no liability for injuries caused to or incurred by any Member, Immediate Family member, Extended Family member, guest or other person or for damage to property resulting from the use of or access to the Club Facilities. Consequently, any Member, Immediate Family member, Extended Family member, guest or other person who accesses or uses or accepts the use of any of the Club 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 Indemnified Parties harmless from any injury, damage, claim, or liability resulting from such use or engagement. Members are charged with the responsibility of notifying their Immediate Family members, Extended Family members and guests regarding this release from liability, disclaimer and indemnification and all such parties shall be bound by this Section 9.3. In addition, the Member agrees to indemnify and hold harmless the Indemnified Parties against any injury, damage, claim, or liability asserted against the Indemnified Parties by an Immediate Family member, Extended Family member, or guest of the Member.

## **9.4. PERSONAL PROPERTY**

Each Member, Immediate Family member, Extended Family member, or guest is responsible for his or her own personal property. The Club and the Company are not responsible, except in the case of gross negligence by the Club or the Company for lost property or articles stolen from anywhere on the Club premises and specifically disclaim any such responsibility. Personal property left by any person on the Club premises and not claimed within thirty (30) days may be disposed of by the Company without notice. No bailment is intended, nor created, by the preceding sentence.

## **9.5. CLUB'S ASSURANCE OF COMPLETING MEMBERS AMENITY AREA- OFFERING OF CLUB CREDIT**

- (1) The Club shall break ground on the Members' Amenity area, upon the receipt of all town and government approvals, which shall include the pool and pool house, the fitness center and related locker rooms and certain outdoor grilling/dining areas (the "Facilities"). For purposes of this Agreement, "break ground" or "breaking ground" shall be deemed to

have occurred upon the receipt of permits from the Town of North Castle and the hiring by the Club of the General Contractor to construct the Facilities. In the event, the Club does not break ground prior to November 1, 2023, each Member shall receive a Membership Credit as set forth in 9.5 (2), (3), and (4) below.

- (2) Provided the Member has paid all initiation fees then due, is current on all annual dues and is a Member in good standing, if the Club does not break ground by November 1, 2023, the Club shall provide the Member with a one-time credit towards the payment of annual dues equal to fifty percent (50%) of the initiation fees actually paid by such Member up to that date (the "Credit")
- (3) Notwithstanding anything in Section 2 above, if a Credit has been provided to a Member, the amount of such credit shall be repaid by such Member within thirty (30) days following notice by the Club to such Member that the Club has broken ground on the Facilities.
- (4) The right to receive any Credit shall expire and terminate upon the occurrence of the Summit Club breaking ground on the Facilities.

#### **9.6. MODIFICATION OF CLUB FACILITIES**

The Club Facilities are provided for use and access to the Members, each Immediate Family member, Extended Family member, and guest of the Member "as is where is". The use of the Club Facilities may be modified or otherwise restricted as deemed necessary by the Company. Membership does not create any presumption that the Club Facilities or services that are now or hereafter available will continue to be available in their current state or condition. The obligation to pay dues is not dependent on the availability of all the Club Facilities or the frequency of use. Tournaments, special events, repair, maintenance and/or construction or remodeling of any of the Club Facilities, and/or other occurrences may make it necessary for the Company to change the hours of use, or to restrict the use of one (1) or more of the Club Facilities, or to close the Club temporarily. The Company will not reduce or suspend dues during the time when the Club Facilities, in whole or in part, are not available. The Company reserves the right, in its discretion, to refuse use of the Club Facilities by any person at any time.

#### **9.7. NON-MEMBER PLAY**

Members may sponsor guests for golf play; however, no person may play more than six (6) rounds of golf per year at the posted guest rate. Members may not sponsor the same guest more than twice per month. The Company may, in its sole and absolute discretion, permit persons other than Members and their Immediate Family members, Extended Family members and guests to use the golf course and the non-golf facilities of the Club under terms and conditions determined by the Company. Such use may include, but is not limited to, outings, banquets, special events and tournaments. Additionally, the Club may be closed to Members periodically for maintenance and/or one day or multi-day tournaments.

#### **9.8. OUTSIDE PLAY / MARKETING USAGE OF CLUB FACILITIES**

The Company reserves the right to permit guests and invitees use of the Club Facilities for purposes as determined by the Company in its sole and absolute discretion. The Company will have the right to designate other persons including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Company. The Company will also have the right to permit prospective members to use the Club Facilities on such terms and conditions as may be determined from time to time by the Company. The Company reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve the Club Facilities for maintenance, tournament or

group play, outings and other special events from time to time. Tournaments, special events and the like will be scheduled so as not to materially impair enjoyment of the Club Facilities by Members.

#### **9.9. RECIPROCAL PRIVILEGES**

The Company may, in its sole and absolute discretion, enter into reciprocal use privileges and arrangements with other clubs and resorts, as the Company determines appropriate from time to time.

#### **9.10. ACCESS AGREEMENTS**

The Company may enter into access agreements with third parties to use the Club Facilities on such terms and conditions as the Company determines appropriate in its sole and absolute discretion. The Company reserves the right to allow, eliminate or restrict use of the Club Facilities by third parties in its sole and absolute discretion.

#### **9.11. MEMBERSHIP CATEGORIES**

The Company, 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.

#### **9.12. LIABILITY FOR DAMAGE**

Each Member is liable for any damage to any of the Club Facilities or any person caused by the Member, or his or her Immediate Family, Extended Family or guests. Payment is due immediately upon presentment to the Member of a statement for costs.

- (1) 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. Neither the Company nor the Indemnified Parties is 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 this Membership Plan and may be grounds for disciplinary action.
- (2) Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their conduct. Neither the Company nor the Indemnified Parties is 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 this Membership Plan and may be grounds for disciplinary action.

#### **9.13. RECOVERY OF DAMAGES OR DUES**

If the Company is required to turn a Member Account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of the Membership Plan against a Member, the Member agrees he or she shall be responsible for all costs of collection, reasonable attorneys' fees incurred by the Company, and court costs.

**9.14. NO AGENCY**

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

**9.15. NOTICE**

Any notice to be given by the Company to a Member may be sent via email, 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 Company as provided for in this Section. Notice to a Member is effective at the time of transmission of an email, personal delivery or, certified mailed and delivered, signature required by the United States Postal Service.

Any notice to be given by a Member to the Company or the Club may be sent via email, certified mail, and delivered signature required or delivered to the Club at the address listed below, or such other address as the Company or the Club may subsequently designate by notice delivered to the membership as provided for in this Section. Notice to the Company or the Club is effective upon its receipt by the General Manager.

The Summit Club  
568 Bedford Road, Armonk, NY 10504  
Phone: \_914-273-9300  
Email: \_ldixon@thesummitclub.net

**9.16. MEMBERSHIP PAYMENTS**

All Membership Initiation Fees received by the Company from the issuance of memberships and all dues, minimums, fees and other payments are the property of the Company and may be used by the Company in any manner in Company's sole and absolute discretion.

**9.17. PRIOR PLAN MATTERS**

Certain existing Members of the club formerly known as Brynwood Golf & Country Club may have certain credits that can be applied against amounts owed for Membership Initiation. No other memberships have a right to any form of credit.

**ARTICLE X.**  
**AMENDMENT OF MEMBERSHIP PLAN**

**10.1. AMENDMENT**

The Membership Plan may be amended by the Company in its sole and absolute discretion at any time. The Membership Plan and the Rules and Regulations (this "Membership Plan"), as presently enacted or as hereafter amended by the Company, constitute the entire agreement between each Member and the Company concerning the Club and the membership. None of the Membership Documents, nor the rights and obligations they create, may be modified, amended, enlarged, or revised orally or by any party other than a written amendment or modification adopted by the Company.

**10.2. ANNOUNCEMENT OF AMENDMENT**

Amendments to the Membership Plan may be announced either by publication in the Club's newsletter, posting on a Club bulletin board or directly to the Member.

Approved by the Company this **15th** day of **November**.

## **MEMBERSHIP CATEGORIES**

The Membership Categories are offered as of November 15, 2020 and are confidential intended solely for your limited use and benefit in determining whether you are interested in joining The Summit Club (“the Club”). It contains selected information pertaining to the Club and does not purport to be all-inclusive or to contain all the information that prospective members may desire. It should be noted that all Initiation Fees and Membership Dues are effective as of the date of November 15, 2020. The Club plans to increase the rates for membership upon achieving certain milestones to include but not limited to:

- Upon the Sale of 25 Memberships; and
- Upon the opening of the Members Clubhouse; and
- Upon the opening of the Permanent Clubhouse

The Club expressly reserves the right, in its sole discretion, to reject any or all expressions of interest or offers to join the Club and may terminate discussions with anyone at any time with or without notice. The Club shall have no legal commitment or obligation to any person(s) reviewing this information.

### **The Summit Club Membership Categories (as of November 15, 2020):**

#### **Full Golf Membership**

**[age 40 years plus]**

Membership class provides full access to all the club’s facilities and amenities to include the championship golf course, practice facilities, locker room facilities (once completed), swimming pool (once completed), tennis, golf shop, clubhouse (once completed), dining, and all social related events and activities.

The spouse/significant other of said Member shall likewise be considered a Full Golf Member during the term of the Membership. Each shall have all the rights, privileges, and responsibilities of the Membership including eligibility to serve on the Advisory Board. The unmarried children of Full Golf Members, who have not reached their 24th birthday, or children enrolled in college or the military, may be admitted to the same privileges and subject to the same restrictions as Full Golf Members without the payment of an additional Initiation Fee.

#### **Executive Membership**

**[age 30 years to 39 years inclusive]**

Membership class provides full access to all the club’s facilities and amenities to include the championship golf course, practice facilities, locker room facilities (once completed), swimming pool (once completed), tennis, golf shop, clubhouse (once completed), dining, and all social related events and activities. Any person who has completed payment of the respective class initiation fee and who has not reached their 40<sup>th</sup> birthday at time of application is eligible for the Executive Membership. During the month that the Executive Member turns 40 years of age, the Membership shall automatically convert to a Full Golf Membership and said Member shall have all the rights, privileges, and responsibilities of a Full Golf Member upon payment of additional initiation fees. Executive Members who have been Executive

Members for five consecutive years prior to conversion will not be required to pay an additional initiation fee.

Upon conversion to a Full Golf Member, the Executive Member's Initiation Fee shall remain at the then current Initiation Fee of the Full Golf Member at the time the Executive Member joined. The spouse/significant other of said Member shall likewise be considered an Executive Member during the term of the Membership. Both shall have all the rights, privileges, and responsibilities of the Membership including eligibility to serve on the Advisory Board.

The unmarried children of Executive Members, who have not reached their 24th birthday, or children enrolled in college or the military may be admitted to the same privileges and subject to the same restrictions as Executive Members without the payment of an additional Initiation Fee.

**Young Executive Membership**  
**[age 21 years to 29 years inclusive]**

Membership class provides full access to all the club's facilities and amenities to include the championship golf course, practice facilities, locker room facilities (once completed), swimming pool (once completed), tennis, golf shop, clubhouse (once completed), dining, and all social related events and activities. Any person who has completed payment of the respective class initiation fee and who has not reached their 39<sup>th</sup> birthday at time of application is eligible for the Young Executive Membership. During the month that the Young Executive Member turns 39 years of age, the Membership shall automatically convert to an Executive Membership and said Member shall have all the rights, privileges, and responsibilities of an Executive Member upon payment of additional initiation fees. Upon conversion to an Executive Member, the Young Executive Member's Initiation Fee shall remain at the then current Initiation Fee of the Executive Member at the time the Young Executive Member joined.

The spouse/significant other of said Member shall likewise be considered a Young Executive Member during the term of the Membership. Both shall have all the rights, privileges, and responsibilities of the Membership including eligibility to serve on the Advisory Board. The unmarried children of Young Executive Members, who have not reached their 21st birthday, or children enrolled in college or the military may be admitted to the same privileges and subject to the same restrictions as Young Executive Members without the payment of an additional Initiation Fee.

**Regional Membership**

This Membership class requires that the primary residence of the member be greater than 75 miles from the Club's address. Proof of this primary residency is required in the form of a state issued driver's license and another form of identification with a primary residence. Membership class provides full access to all the club's facilities and amenities to include the championship golf course, practice facilities, locker room facilities (once completed), swimming pool (once completed), tennis, golf shop, clubhouse (once completed), dining, and all social related events and activities. Any person who has completed payment of the respective class initiation fee may become a Non-Resident Member. The spouse/significant other and children of said Member shall likewise be considered a Non-Resident Member during the term of the Membership. All shall have all the rights, privileges, and



responsibilities of the Non-Resident Membership. If a current, good standing member moves to greater than 75 miles from the club's address, that member is entitled to move to the Non-Resident Membership classification.

If that member returns to less than 75 miles from the club's address and wishes to return to the previous membership classification that member can do so without penalty or repayment of initiation fee. If, upon return, the member desires a membership level above that of which the member was originally, the member must pay the current difference in initiation fee.

### **National Membership**

This Membership class requires that the primary residence of the member be greater than 150 miles from the Club's address. Proof of this primary residency is required in the form of a state issued driver's license and another form of identification with a primary residence. Membership class provides full access to all the club's facilities and amenities to include the championship golf course, practice facilities, locker room facilities (once completed), swimming pool (once completed), tennis, golf shop, clubhouse (once completed), dining, and all social related events and activities. Any person who has completed payment of the respective class initiation fee may become a National Member. The spouse/significant other and children of said Member shall likewise be considered a National Member during the term of the Membership. All shall have all the rights, privileges, and responsibilities of the National Membership. If a current, good standing member moves to greater than 150 miles from the club's address, that member is entitled to move to the National Membership classification. If that member returns to less than 150 miles from the club's address and wishes to return to the previous membership classification that member can do so without penalty or repayment of initiation fee. If, upon return, the member desires a membership level above that of which the member was originally, the member must pay the current difference in initiation fee.

### **Corporate Membership**

Membership class provides access to the club for corporations for use by select employees of their choosing. This classification is at the discretion of Summit Country Club LLC.

The above classification of Memberships shall be subject to all applicable taxes and fees.

***All the above classifications of memberships will be subject to a food minimum upon the opening of the Clubhouse.***



## **MEMBERSHIP RULES & REGULATIONS**



**TABLE OF CONTENTS**

	<u>Page</u>
<b>I. <u>PURPOSE AND GENERAL CLUB RULES</u></b>	
1.1 Purpose of the Club .....	1
1.2 Hours of Operation.....	1
1.3 Conduct .....	1
1.4 Sexual Harassment .....	2
1.5 Dress Code .....	2
1.6 Guest Privileges.....	3
1.7 Children.....	3
1.8 Membership Policies .....	4
1.9 Charging Privileges .....	4
1.10 Late Fees .....	4
1.11 Special Events.....	4
1.12 Non-Club Food and Beverage .....	4
1.13 Gratuities/Service Charge and Holiday Fund .....	4
1.14 Alcoholic Beverages .....	5
1.15 Cellular Phones .....	5
1.16 Pets.....	5
1.17 Parking.....	5
1.18 Prohibited Acts .....	5
1.19 Member’s List.....	5
1.20 Damage to Club Property by Member or Member’s Guest .....	6
1.21 Member’s Liability .....	6
1.22 Member’s Lockers .....	6
1.23 Club Employees.....	6
1.24 Complaints & Grievances .....	6
1.25 Firearms & Fireworks .....	6
1.26 Smoking.....	6
1.27 Supervision of Play and Other Activities.....	6
1.28 Personal Instruction .....	7
1.29 Cancellation Fee- Member Events.....	7
<b>II. <u>ADVISORY BOARD</u></b>	
2.1 Activities of the Advisory Board .....	7
<b>III. <u>INFRACTIONS AND DISCIPLINE</u></b>	
3.1 Infractions .....	8
3.2 Discipline.....	8
<b>IV. <u>GOLF COURSE RULES</u></b>	
4.1 Starting Time Procedure .....	9
4.2 Practice Area.....	10
4.3 Putting Green .....	10
4.4 Handicaps.....	10
4.5 Junior Golfers .....	10
4.6 Guest Privileges .....	11
4.7 Local Golf Rules.....	11
4.8 Pace of Play .....	11
4.9 Care of Course .....	12

4.10	Handicap Golfer.....	13
4.11	Member’s Golf Course Etiquette .....	13
V.	<u>RULES FOR OPERATION OF GOLF CARTS</u>	
5.1	Responsibility for Damage .....	13
5.2	Driving and Operation .....	14
5.3	Reckless Driving.....	14
5.4	ADA Compliance .....	14
5.5	Walking Fees .....	15
VI.	<u>SWIMMING POOL RULES</u>	
6.1	Hours & Check In .....	14
6.2	Children .....	15
6.3	Conduct.....	15
6.4	Dress .....	15
6.5	Safety .....	15
VII.	<u>FITNESS</u>	
7.1	Hours & Check In .....	16
7.2	Children & Supervising Adults.....	16
7.3	Conduct.....	17
7.4	Safety .....	17
7.5	Dress .....	17
7.6	Program.....	17
7.7	Lockers.....	17
VIII.	<u>TENNIS</u>	
8.1	Hours & Check In .....	16
8.2	Children & Supervising Adults.....	16
8.3	Conduct.....	16
8.4	Safety .....	16
8.5	Dress .....	18
8.6	Program.....	18
8.7	Lockers.....	18

# **THE SUMMIT CLUB RULES AND REGULATIONS**

These Rules and Regulations (“Rules”) are designed to protect the privileges of Members, as defined in the Membership Plan and to promote the enjoyment of the Club by members and their guests. All Members, by signing the Membership Application and agreeing to the Membership Plan have a duty to assist the Club in enforcement of these Rules. These Rules amend, supersede, and replace in their entirety any prior rules and regulations, and may be modified or amended by Summit Country Club LLC at any time.

## **Article I. Purpose and General Club Rules**

### **1.1 Purpose of the Club**

The purposes for which the corporation is formed are for the maintenance of the Club for social enjoyment by providing a place of entertainment and suitable grounds for the playing of golf, games, sports, and pastimes and for the encouragement of same.

### **1.2 Hours and Days of Operations**

The Club’s hours and days of operation will be established and published by the Club. The Club reserves the right to modify the hours and days of operations. The Club may close certain facilities from time to time for maintenance, repair and other purposes deemed necessary by the Club.

### **1.3 Conduct**

Members are expected to conduct themselves in a manner that will not in any way interfere with the enjoyment of the Club by other members and their guests. Members are responsible for the conduct and dress code for their families, guests, and children. Disorderly, disruptive, or offensive conduct will be dealt with by the Club with disciplinary action up to and including suspension and or termination of membership privileges. Members are responsible and hereby agreed to abide by these Rules and Regulations, and a Member’s conduct shall be deemed to interfere with the enjoyment of the Club by other members upon the occurrence of the following.

- (1) Failure to pay to any fees, monthly club fee or other charges, or any installment thereof, on or before the due date.
- (2) Resignation or other termination of the membership by which the member or authorized user was entitled to use the club facilities.
- (3) Violation of these Rules and Regulations.
- (4) Conviction of a felony or of any crime involving moral turpitude, or a determination by the Club that the person was convicted of a felony or such a crime prior to issuance of such person’s membership and failed to disclose such conviction prior to approval by the Club; or
- (5) Commission of any act which the Club determines to be detrimental to or likely to endanger the welfare, safety, harmony or good reputation of the Club or any member or authorized user.
- (6) Verbally berating or admonishing a club employee in a degrading, abusive, rude, or malicious manner.

- (7) Sending, forwarding, posting, or replying to derogatory, malicious, rude, slanderous, or abusive emails, social media posts, or texts to or from club members, employees, or guests.

## 1.4 Sexual Harassment

All members are entitled to utilize the Club amenities and all employees have the right to work in an environment free from Sexual Harassment. Sexual Harassment violates both State and Federal Law and the Club will not tolerate any form of Sexual Harassment in the workplace, whether engaged in by an employee, member of management, member, guest, or one who conducts business with the Club.

## 1.5 Dress Code

It is the responsibility of all Members to be aware of our standard of dress and to ensure that their guests conform to this dress code. The Clubhouse dress regulations apply to all areas of the Clubhouse including all outdoor areas. For certain special events, special dress regulations may apply, and they will be communicated when the event is advertised. **Management reserves the right at its discretion to disallow service to a Member or their guest if their attire does not adhere to the standards of the dress code policy.**

Dress Code in the Clubhouse for Gentlemen: (subject to change upon the opening of the Clubhouse)

- (1) Shirts: Short/long sleeve dress collared shirts, turtlenecks, short/long-sleeve mock turtlenecks for dress or golf or collared golf shirts are acceptable. Dress non-collared shirts, tropical style shirts and banded waist shirts are acceptable attire and do not have to be tucked in. T-shirts and sweatshirts are not permitted.
- (2) Pants: Sweatpants or jogging pants are not acceptable attire. Denim should be of a dressy variety, not to be torn, dirty or inappropriate adorned or ragged.
- (3) Shorts: Business casual, and dress shorts are acceptable attire. Basketball shorts, tight-fitting cycling shorts, cut-offs, bathing suits or are not acceptable.
- (4) Shoes: Only soft spike shoes may be worn on the golf course. Golf shoes are acceptable in the locker rooms, and outdoor areas, but not throughout the clubhouse. Metal-spiked golf shoes of any kind are not permitted. Shoes must be worn at all times.

***Men's Dress Code also applies to Junior and Pre-Junior boys.***

Dress Code in the Clubhouse for Ladies: (subject to change upon the opening of the Clubhouse)

- (1) Tops: T-shirts, halter-tops, tube tops, crop tops and tank tops are not permitted. Appropriate sleeveless tops and halters are acceptable.
- (2) Pants: Sweatpants or jogging pants are not acceptable attire. Denim should be of a dressy variety, not to be torn, dirty or inappropriate adorned or ragged. Capri pants are permissible attire.
- (3) Shorts, Skirts & Dresses: Dress shorts, skirts and dresses are acceptable attire. Spandex shorts, cut-offs, and bathing suits are not acceptable attire in dining areas.
- (4) Shoes: Soft spikes must be worn by all members and guests. Golf sandals are permitted. Golf shoes are acceptable in the locker rooms, 19th Hole and Gazebo areas, but not throughout the Clubhouse. Metal-spiked shoes of any kind are not permitted.

***Ladies Dress Code also applies to Junior and Pre-Junior girls.***

Dress Code on the Golf Course for Ladies and Gentlemen:

- (1) Shoes: All golfers must wear clean appropriate footwear on the golf course and practice areas. Soft spikes must be worn by all Members and guests. Golf shoes are acceptable in the locker rooms, 19th Hole and Gazebo areas, but not throughout the Clubhouse.
- (2) Shorts: Walking shorts are permitted, and as a general guideline should be no shorter than (3”) three inches from the top of the kneecap. It is recognized, however, that a person’s height may make it difficult to meet this standard. In general, the interpretation of proper golf-short attire will be based on the type of shorts sold in golf shops at private country clubs, and will be based on the fashions worn by men and women golf professionals. In no way are cut-offs, bathing suits, jean pants or shorts of any color, jogging attire, or brief attire allowed.
- (3) Shirts: Tank tops, bare midriffs, and fishnet tops are not permitted. T-shirts are not permitted at any time.
- (4) Hats: Caps or, and hats are to be removed when in the Clubhouse. Caps and visors are acceptable in the locker rooms, 19th Hole and Gazebo areas, but not throughout the Clubhouse.  
*Men’s and ladies’ dress codes apply to all junior players as well.*

**The final judgment of whether an individual does not meet the intent of this code is the responsibility of the General Manager.**

Dress Code for the Pool Facility:

- (1) Bathing suits are the only garments to be worn in the swimming pool. Cut-offs are not permitted in the pool. Pool attire is not acceptable in any area of the Clubhouse or Patio.

## **1.6 Guest Privileges**

All Members are entitled to limited guest privileges, subject to applicable guest fees. A guest of a member is limited to six (6) times per year, unless approved to play in a tournament or club event by the General Manager or Golf Professional, regardless of the member sponsor. Exceptions may be granted by the Club in its sole discretion. Guests are required to register for all golf play. Guests must be accompanied by a Member unless an unaccompanied guest is approved by the General Manager or Golf Professional. Members are responsible for familiarizing their guests with these Club Rules and Regulations and are responsible for any misconduct or damage to Club property. Guest privileges may be denied or revoked at any time by the Club for reasons the Club feels sufficient. Any member that has been suspended from the Club or is no longer in good standing are not entitled to guest privileges.

## **1.7 Children**

Members are directly responsible for the actions of their children and the children of their guests. Children under the age of twelve (12) must be accompanied by a parent or supervising adult, to include the clubhouse facilities, unless they are attending a specific program designated for Children. Children may not wander or run around the club facilities or engage in disruptive behavior that compromises safety or interferes with the enjoyment of the Club by others. No one under the age of sixteen (16) is permitted in the Men’s or Women’s locker room unless accompanied by a parent or adult supervisor. The General Manager may place restrictions on use by member’s children in the event of a violation of these rules.

## **1.8 Membership Policies**

The Club may adopt additional policies and will publish and post for Members. Membership have a duty to keep informed of abide by Club policies as published.

### **1.9 Charging Privileges**

The Club shall determine all fees and dues of the Members of the Club and publish annually. Members Annual Dues are payable in advance upon receipt of the October billing and paid prior to March 31<sup>st</sup> of each year, in no event later than January 31<sup>st</sup>, Members may be required to present their membership cards for all other services. The Club shall bill these services on a monthly basis and the member shall remit payment by the 5<sup>th</sup> day of the month. Those accounts paid electronically shall be paid by the 5<sup>th</sup> day of the following month.

### **1.10 Late Fees**

The Club shall establish the late payment date and any late fees that may be assessed. Any Member who fails to make payment in full within thirty (30) days from the statement date will be delinquent and shall be deprived of the privileges of the Club until such payment is made. If the Member fails to pay the delinquent bill within sixty (60) days, together with all other accounts then owing, he/she may be expelled from the Club.

Any Member giving or endorsing a check to the Club which is not paid upon presentation will be notified of such nonpayment, a penalty of \$50.00 will be levied and such Member will be subject to suspension, forthwith, by the Club, without further action, from all Club privileges until the amount of the check and penalty is paid.

Forfeiture, resignation, or expulsion of Membership in the Club shall not prevent the Club from collecting delinquent accounts in any Court of competent jurisdiction. Further, the Club shall be entitled to collect reasonable attorney's fees incurred in connection with any such collection activity. Any Member expelled from the Club for the above reasons may not be reinstated unless all applicable fees are paid to the Club.

### **1.11 Special Events**

The Club shall employ staff to assist members in planning certain private events to be hosted at the Club. The Club may host special and private events, whether member sponsored or sponsored by the Club. The Club may use certain events for non-member events to include private parties, weddings, other special functions, and golf tournaments on days the golf course is closed that will not interfere unreasonably with member access and usage.

### **1.12 Non-Club Food & Beverage**

Members may not bring food and beverage of any kind on to Club premises, nor may any Member remove food and beverages of any kind from Club premises without the approval of the General Manager.

### **1.13 Gratuities/Service Charge and Holiday Fund**

Food and Beverage charges at the Club will be subject to an automatic service charge (not a tip or gratuity), a portion of which may be, at the Club's discretion distributed to the wait staff at the Club. The Club will be a non-tipping club and members and guests are asked not to tip employees for services



provided at the Club. Any exceptions will be announced to the membership. will be distributed to the specific employee as directed by the Member. The Club in the month of October/November may extend an opportunity for members to contribute to a Holiday Fund to show their appreciation for a Club employee's services.

#### **1.14 Alcoholic Beverages**

Members may not bring on to Club premises or remove from Club premises alcoholic beverages, unless expressly authorized by the Club in accordance with state law. Any instances of intoxication will be dealt with accordingly by the General Manager. Members are asked not to attempt to leave the Club and operate a motor vehicle in an intoxicated condition. Club staff are authorized to refuse service to any Member they feel is intoxicated or on the verge of becoming intoxicated.

#### **1.15 Cellular Phones**

Members are asked to be respectful of other members and their guests, and the use of cell phones or digital phones is permitted with appropriate discretion. Members are asked to keep all cell phones on vibrate while on club premises and the clubhouse facilities. The General Manager reserves the right to ask a Member to turn off his/her cell phone should it interfere with the other Member's enjoyment of the Club.

#### **1.16 Pets**

Dogs and other household animals, including emotional support dogs, except for seeing-eye dogs and other legally qualified service animals, and are not permitted onto Club premises (including the golf course) at any time, unless specifically approved by the General Manager.

#### **1.17 Parking**

All vehicles must be parked within designated areas in accordance with applicable laws and posted regulations. Members must park in the designated Club's parking areas. The Club shall not be responsible for personal injury, property theft or damage. Any Member Vehicles parked in designated spaces for handicapped or otherwise restricted may be removed at the expense of the Member. Bicycles, motorbikes, all-terrain vehicles, roller blades, and skateboards are not permitted on golf course, practice area, cart paths or clubhouse grounds. The Club may authorize the use of privately owned golf carts for residences and all privately owned carts must be parked in the designated areas.

#### **1.18 Prohibited Activities**

The Club has the sole and absolute right and power to prohibit any games, sports, or other activities, which in its sole discretion, it considers harmful to the interests of the general membership and Club. Solicitation of Members, petitions, and commercial advertisements are not permitted to be posted on the club premises unless approved by the General Manager. Any use of the Club's stationary, logo, is strictly prohibited without the express written consent of the General Manager.

#### **1.19 Member's List**

Members may not use the member listing for any charitable or commercial purposes or provide a copy to any non-member for any reason whatsoever.

#### **1.20 Damage to Club Property by a Member or Member's Guest**

Members are responsible for any damage or abuse to Club property by such member or a member's guest.

### **1.21 Member's Liability**

Members and guests of members who use the Club facilities do so at their own risk and assume sold responsibility for personal injury, personal property and property damage. The Club, its affiliates, officers, employees, and agents are not responsible for personal injury to any person while on Club property, nor for loss or damage to personal property brought onto, used or stored on Club property or on the facilities, whether in the member's locker or elsewhere.

### **1.22 Member's Lockers**

The Club once the Clubhouse is complete will offer lockers for members, inclusive of the Full Golf, Executive, Young Executive, and Corporate Annual Dues. Members agree that the Club is not responsible for any losses, damages or claims which may arise from Member's use of the lockers. Members assume all risk of theft, loss or disappearance of items placed in the lockers and understand the Club may upon reason and notice inspect the member's locker at any time.

### **1.23 Club Employees**

Employees of the Club are to be treated in a professional and courteous manner. A Member shall not reprimand any employee at any time. Members shall report any complaints of service, behavior, or inattention immediately to the General Manager. Members may be asked to state their complaint in writing and the General Manager will take the appropriate disciplinary action.

### **1.24 Complaints and Grievances**

Member's Complaints/Grievances, concerning other Members, shall be directed to the immediate attention of the General Manager. Members may be asked to state their complaint in writing and management will take the appropriate disciplinary action.

### **1.25 Firearms and Fireworks**

Firearm's, Lethal Weapons, and ammunition of any kind are not allowed on Club property. The General Manager shall approval the use of any fireworks in compliance with the laws of the state of New York.

### **1.26 Smoking**

Smoking is not permitted in or adjacent to enclosed areas on the Club property. The General Manager reserves the right to designate certain areas as no-smoking at any time. No-smoking areas include the pro shop, the clubhouse, all pool areas, and other member areas, as well as any other adjoining facilities. The Club may designate areas for cigars and other tobacco use.

### **1.27 Supervision of Play and Other Activities**

Club staff, acting under the supervision of the General Manager, will have the responsibility for supervision and control of all matters relating to play on the course, pool, fitness, tennis (if applicable) and all other member areas. Privileges and access to any club amenities and the golf course may be

refused for any violation of these rules and regulations.

Responsibility for such supervision may be delegated to pros, starters, marshals, lifeguards, or other individuals designated by the General Manager.

### **1.28 Personal Instruction**

Instruction in golf, swimming, fitness, and other services may be offered under the supervision of the General Manager. Members may not authorize anyone other than persons provided or expressly authorized by the Club to train, teach, or give golf instruction, swimming lessons or to provide aerobic, personal, training or material arts instruction, or to provide golf club fitting. Charges will not be assessed if a scheduled lesson is cancelled 24 hours or more in advance.

If a Member cancels a lesson less than 24 hours before it is scheduled or fails to appear for scheduled lesson, the Member may be charged the lesson rate then in effect.

### **1.29 Cancellation Fee for Member Events**

At the Club's sole and absolute direction, a cancellation fee for all reservations not cancelled within forty-eight (48) hours may be assessed for Club sponsored Member events, if the Member does not adhere to the event's cancellation policy as set forth in the specific event advertising and marketing collateral.

## **Article II. Advisory Board**

The Club reserves the right to appoint Members to an Advisory Board to advise the General Manager on items as listed below.

### **2.1 Activities of the Advisory Board**

Upon request by the General Manager, the Advisory Board will advise and counsel the General Manager on items relating to conduct of Club affairs, including but not limited to, the following areas:

- (1) Represent the collective best interests of all Club members.
- (2) Work with the General Manager whenever possible to help stimulate the matriculation process through involvement and programming.
- (3) Work with the General Manager to identify and prioritize annual capital projects and whenever possible/necessary to communicate project status updates.
- (4) Enhance the membership experience whenever/wherever possible.
- (5) Help identify and communicate emerging market trends to General Manager.
- (6) Be available whenever possible to attain membership feedback, ideas, and concerns and to communicate this feedback, ideas, and concerns to the General Manager in a timely fashion.
- (7) Work to maximize the process by which information is conveyed to the membership.

The Advisory Board will represent the membership on matters that might affect the harmonious relationship between the membership and management of the Club, complaints, criticisms, suggestions, and other communications concerning such matters of Members will be made in writing to the General Manager. The Advisory Board has no right or power to direct, manage, supervise or control of the management of the Club.

## **Article III. Infractions and Discipline**

### **3.1 Infractions**

Any Member who violates any of the conditions set forth in the Membership Plan or these Rules and Regulations may be subject to a suspension of membership privileges or expulsion from membership.

### **3.2 Discipline**

Any matters (except nonpayment of a Member's account) which may involve suspension of membership privileges or expulsion from the Club may be referred to management pursuant to the procedures set forth in the Membership Plan. The Club's management will review any inappropriate activity by a member. All members shall abide the provisions of the Conduct provisions as set in Article 1. Section 3 above. Club Management determines, in accordance with the procedures set forth below, that any member, member's designee or other authorized user is no longer in good standing, the Club may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or expulsion and termination of membership.

Any temporary suspension of membership privileges shall be for such period as the Club deems appropriate. A suspended member, designee or authorized user shall remain fully liable for all monthly club fee, fees and other charges accruing during any period of suspension. The Club's determination that an authorized user is not in good standing shall be cause for suspension or termination of the authorized user's privilege of using the club facilities but shall not affect the privileges of the member or its other authorized users. The Club's determination that a member's designee is not in good standing shall be cause for suspension or termination of the privileges of the designee and the designee's authorized users but shall not affect the privileges of the member. Upon suspension of a membership:

- (1) A Member, or Designee whose use privileges are suspended or terminated pursuant to this section shall not be entitled to use the club facilities as the guest of another member or otherwise. A member who has been expelled shall be deemed to have resigned the membership.
- (2) The Club shall not suspend or terminate the rights of a member, its designee (if applicable) or any authorized user without (a) prior notice to the member (and member's designee, if applicable) specifying the basis for a belief that the member, its designee or other authorized user is not in good standing and (b) an opportunity for a hearing on the matter.

If the member, its designee or authorized user requests a hearing in writing within 10 days after receipt of such notice, the General Manager shall set a time and date for a hearing and shall provide at least 10 days prior written notice thereof to the member. The hearing shall be held before a committee comprised of such persons as the General Manager may designate, who may, but need not, be members. At such hearing, the member, its designee, or authorized user may make a statement and present any evidence or witnesses supporting the position that such person remains in good standing or should not be sanctioned. The general policy of the club shall be that neither the club nor the charged person shall have counsel present at any such hearing; provided, however, should the charged person desire to have counsel present at the hearing, such person shall notify the General Manager of such

preference at least 24 hours in advance of the hearing, and both the club and the member shall be entitled to have counsel present.

The hearing shall be conducted in accordance with the following:

- (1) Only those persons may attend who, in the discretion of the General Manager, are necessary to afford a complete and impartial hearing.
- (2) The club's appointee, or representative, if any, may present arguments for sanctions against the charged person. the club's appointee shall name the complainants and witnesses who are to testify regarding the charged person's conduct and in support of the charges.
- (3) The charged person shall have an opportunity to be heard orally or in writing, present witnesses, produce any statement or evidence on such person's behalf, confront the witnesses, and refute the claims of complainants.
- (4) The club and the charged person each shall be afforded a reasonable opportunity to present relevant matters. The charged person shall have the same amount of time to present matters and confront the witnesses and complainants as the club uses to present the matters it deems relevant; however, neither presentation shall exceed one hour, unless the General Manager, in its sole discretion, determines that more time is necessary to present relevant matters. The amount of time that the committee uses to pose questions to those in attendance shall not be charged against the time allotted to either.

Upon the conclusion of the Hearing, the General Manager shall notify the alleged violator of its determination and the sanction, if any, to be imposed within 10 days following the date of such hearing. In the discretion of the General Manager, membership privileges may be suspended pending the outcome of such hearing. **The General Manager and Club's determination that any person is not in good standing in accordance with this Section will be final.**

Notwithstanding the hearing requirement specified above, the General Manager may immediately suspend the rights and privileges of a member, designee or authorized user when, in its sole discretion, the General Manager determines that such person's conduct, if repeated, would pose a threat to the welfare and safety of the club and its members or that the time period involved in complying with the hearing procedure set forth above would render such hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period. In such event, the member, designee, or authorized user involved shall have the right to appeal the suspension. To perfect this right, a written notice of appeal must be received by the Club or its designee. within 10 days after the date of suspension. If such a suspension is appealed, the General Manager and Club or its designee shall comply with the applicable notice and hearing procedures set forth above. If such a suspension is not appealed, the General Manager and Club or its designee shall review the facts surrounding the suspension to determine the length of the suspension or if further disciplinary action is necessary.

#### **Article IV. Golf Course Rules**

The Golf Professional or his designated assistants shall have full charge of allowing play on the golf course and shall be the first authority as to interpretation or enforcement of the following rules:

##### **4.1 Starting Time Procedures**

Weather permitting, the golf course will be open per the posted schedule. No one shall commence play upon the golf course when the course is closed, or at other times or places on the golf course as deemed necessary by the Golf Course Superintendent. Full Golf Members will receive priority for weekend and holiday tee times over Sports, Regional and National Members

## **No one shall commence play upon the golf course without registering with the Golf Shop.**

During the golf season no more than four (4) players per group are permitted without prior approval from the golf staff.

Tournament matches and Club sponsored events, including Inter-Club matches, shall always have preference over all other matches. All matches must start on #1 unless permission is obtained from the golf staff.

### **4.2 Practice Areas**

All practice shall be confined to areas provided for that purpose. At no time shall practice be permitted on the golf course. This area is maintained by the Club for the enjoyment of the Members. Proper dress and age requirements (practice areas are restricted to golfers approved for use of the golf course) and will be enforced as per the directives of the golf course.

- (1) Range balls are available at the practice areas throughout the golf season.
- (2) The practice area will operate on a schedule to ensure the retrieval of all range balls prior to dark. Hours of operation will be posted on the practice area and in the Golf Shop.
- (3) Inclement or very wet conditions may limit the use of this area. **Range balls may not leave the practice areas for any reason.**

**Please observe proper etiquette and turf maintenance on the practice areas.**

### **4.3 Putting Green**

A 9-hole putting green, located outside the Golf Shop, is available for the purpose of perfecting the putting stroke.

### **4.4 Handicaps**

An established handicap index is required for participation in any Club event. Maintaining an accurate handicap index is the responsibility of the Member. Members shall pay any applicable fees for participation in the Club's Handicap system. Handicap indexes are computed according to the USGA Handicap system. During the golf season, it is the Members responsibility to ensure all appropriate scores are timely recorded in the Golf Shop, including rounds played on a course elsewhere.

New Members should be informed that if they wish to participate in the tournament program they must have a verified handicap index from their previous club or have played and entered at least five (5) rounds into a Handicap computer, located in the Golf Shop or at another designated Club, approved by the Golf Professional.

The Men's Golf Committee or Golf Professional will assess penalties to those golfers who fail to turn in their scores and additionally will adjust deemed necessary based on tournament scores per the USGA Handicap System. The maximum course handicap allowed for male golfers in all Club-sponsored events is 30 and for female golfers, 40; in mixed events - female 36.

### **4.5 Junior Golfers**

A junior golfer is defined as any son or daughter who is 23 years of age or younger and is a dependent of a Golf Member. Junior golfers are expected to be knowledgeable in the etiquette and rules of golf and to

help maintain the care of the course. Violation in this area could lead to suspension of playing privileges.

#### **4.6 Guest Privileges**

Every guest shall be sponsored by a Member who shall be responsible for registering the guest with the Golf Shop prior to play. To avoid embarrassment, it is required that Members register their guests immediately upon arrival at the Club. When the Member does not play with the guest, the Member shall call the Golf Shop and make necessary arrangements.

#### **4.7 Local Golf Rules**

All play is governed by the rules of the United States Golf Association (USGA), except as expressly modified by the Club's Local Rules, which are adopted and published by the Club.

- (1) All water hazards, out of bounds and ground under repair are marked as follows:

Out of Bounds	White stakes
Regular water hazard	Yellow stakes
Lateral water hazard	Red stakes
Ground under repair	White chalk lines

**Please follow USGA procedures when confronted with these areas.**

- (2) Preservation of the course by defining areas, including turf nurseries and other parts of the course under cultivation, such as flowerbeds, is ground under repair from which play is prohibited. The ball must be lifted, without penalty, and dropped in accordance with the procedure prescribed in USGA rule 25-1b(I) (Casual Water, Ground Under Repair and Certain Damage to Course).
- (3) Protection of young trees identified by stakes surrounding and tied either by rope or wire to the young tree. If such tree interferes with a player's stance or the area of his intended swing, the ball must be lifted, without penalty and dropped in accordance with the procedure prescribed in USGA rule 24-2b(I) (Immovable Obstruction).
- (4) When winter rules prevail, the ball may be moved one scorecard (8") length no nearer the hole on the fairways of the hole the golfer is playing.
- (5) Wild areas are off limits to pull or power cart traffic.

#### **4.8 Pace of Play**

Under normal conditions, the time required to complete 18 holes shall not exceed four hours (two hours for 9 holes). When the Superintendent restricts carts to cart paths only, the maximum playing time to complete 18 holes shall be limited to four hours and thirty minutes (two hours and 15 minutes for nine holes).

The rounds played as 18-hole-tournament rounds shall be completed within four hours and thirty minutes (two hours and 15 minutes for nine holes). Time monitoring by Pro Shop personnel will be carried out when the level of play on the course is high during weekends and during the week. Play during tournament rounds will also be timed. The time will be recorded when each group tees off the first hole and when each group finishes the last hole.

The first group to finish in an amount of time which is greater than that specified will be issued a warning. Any subsequent group that finishes more than ten minutes behind the group in front of them, and exceeds the specified time, will also be warned.

Monitoring of playing times will be conducted from Opening Day to Closing Day.

Pro Shop personnel have the right to issue warnings to groups during other times of play if it is evident that their slow play is interfering with the ability of groups behind them to play within the specified time.

Warnings will be in the form of a letter issued by the General Manager or the Golf Professional. After receiving a second warning letter, it will be necessary for the offender to receive instruction from the Golf Professional on how to improve his or her pace of play. The offender will not be permitted to play the course until the instruction is received.

After two warnings, those committing the third infraction will not be permitted to play prior to 3:00 p.m. on any day of the week, or to play in any tournaments (including Tuesday Night League and the Ladies' Nine and Eighteen Hole Leagues) during the penalty period. The length of the penalty period shall be one month.

Since the makeup of foursomes may vary from week to week, the person or persons that have been involved in slow play on all three occasions will lose their playing privileges.

After a player has been disciplined for slow play pursuant to the provisions herein, the penalty for future infractions will be determined by the Professional.

Warning letters issued for slow play shall remain valid for 36 months.

#### **4.9 Care of the Course**

Every Member shall always be responsible for protecting and preserving the good condition of the golf course.

- (1) Sand Traps: All footprints and holes made by a player in a sand trap shall be carefully leveled as soon as the golfer has played from it.
- (2) Divots: Any turf displaced by a player on any part of the golf course shall be replaced and pressed down. While on any tee, if a divot is taken, repair the divot with Tee Mix.
- (3) Greens: Any damage to the putting green made by the player or his ball must be repaired before the player leaves the green. Players should ensure that bags, flag sticks, and cigarettes are not dropped where they could injure the putting greens and that they do not damage the hole by standing too close to it or in handling the flag stick. Do not use a putter blade to remove a ball from the hole. The flagstick should be properly replaced before leaving the green.
- (4) Litter on the Course: Trash baskets are placed at convenient locations throughout the course and should be used by all players for the disposal of all waste. If you observe litter on the course you are required to pick it up and dispose of it properly.
- (5) Carts: The Golf Course Superintendent shall determine when course conditions prohibit the use of golf carts or pull carts (if applicable). Under no exception shall a golf cart be operated within or parked within 30 feet of the putting surface. Golf carts must remain on cart paths at the green and tee complex areas. Markers designate the directional entry to the cart path. Golf carts are prohibited beyond these markers.
  - (1) All golf carts must remain on the cart paths on all Par 3 holes.
  - (2) Keep all golf carts off moguls and mounds and remain clear of sand traps.
  - (3) Every effort should be taken to avoid bare spots, wet or soft spots, or areas under construction.
  - (4) When conditions allow, golf carts should scatter throughout the fairway and rough.
  - (5) Obey all cart directional signs.
  - (6) No more than two riders per golf cart during a round of golf. Only two (2) bags are allowed per golf cart except when a golf cart is fitted to carry four (4) bags.



- (7) Members will be charged for any damage they, or their guests, done to a golf cart.
- (8) Junior golfers under the age of 16 shall not be permitted to operate a golf cart.

#### **4.10 Handicap Golfers**

With the receipt of a copy of a Handicap License Permit to the Golf Professional, a player may be issued a (color) flag, or other forms of identity for their respective golf cart. This flag signifies to the Player Assistant or any other designate of the Golf Professional, that the cart is not subject to the Cart Rules above and may operate no closer than 30 feet of the putting surface.

#### **4.11 Member's Course Etiquette**

If such distinctions may be made in any sport, golf is truly a gentleman's game, and failure by any player or spectators to observe the courtesies, which are a part of this game, could seriously affect the pleasure and scores of other players.

The careful observance of these courtesies therefore becomes as much a part of the game as accurate scoring or the observance of any other rules of golf. In part, the rules of golf etiquette are listed for your guidance.

- (1) No person should move, talk, or stand close to or directly behind the ball or hole when a player is addressing the ball or making a stroke.
- (2) In the interest of all, players should play in turn, without delay, should not loiter between shots, and should leave the putting green immediately after play of a hole has been completed.
- (3) Players who are not maintaining the pace of play, and are holding up following players, shall promptly invite them to play through and should not resume their own play until those players are out of range. Twosomes and threesomes have no right of way. The Club may establish pace of play guidelines that all players should follow. It is a group's responsibility to keep up with the group in front. If it loses a clear hole and is delaying the group behind, it should invite the group behind to play through, irrespective of the number of players in that group.
- (4) Players should be ready to play as soon as it is their turn to play. When playing on or near the putting green, they should leave their bags or cart in such a position as will enable quick movement off the green and toward the next tee. When the play of the hole has been completed, players should immediately leave the putting green.
- (5) Players searching for a ball shall allow other players coming up to pass them without delay; they shall signal to the players following them to pass and shall not continue their play until those players have passed and are out of range. A player is permitted to search for a ball for five (5) minutes before the ball must be declared lost and the match resumed, however, this does not excuse a failure to wave through a following match while the search is in progress.

### **Article V. Rules for Operating Golf Carts**

#### **5.1 Responsibility for Damage**

Members are strictly responsible for their guests, their families and their own safe operation of the golf carts so as not to interfere with fellow member's enjoyment of the game, at all times guard against injury to persons or damage to the property, especially the playing surfaces of the golf course. The Club is not responsible for accidents or damage caused by golf carts. Members are responsible for any damage, including misuse, to their assigned golf cart or a golf cart assigned to their guest(s) and damage to any equipment on the golf carts or damage to Club property caused by themselves, their family or their

guest(s) while operating a golf cart.

## **5.2 Driving and Operation**

Operators must have a valid driver's license. By operating a golf cart, the Member agrees that such operation is at his/her own risk. Operating instructions on each golf cart should be read prior to usage. Golf cart operators will use safe driving procedures at all times and will observe and obey signs, stakes and other markers used to guide carts, and will stay on golf cart paths where they are provided, and without exception on Par 3 holes. Children under the age of 16 and anyone without a valid driver's license are not permitted to operate a golf cart at any time. No more than two players and two bags are permitted on any golf cart. Children under the age of six (6) are not permitted to ride on any golf cart.

## **5.3 Reckless Driving**

Reckless driving or violation of golf course rules may result in any forfeiture or suspension of the privileges of golf cart usage and privileges of playing golf on the course itself.

## **5.4 ADA Compliance**

The Club provides golf access to the golf course for golfers with disabilities in compliance with the Americans with Disabilities Act ("ADA") and state law. Any Member who qualifies under the ADA or state law; as a person with a disability, which substantially limits his/her ability to walk (a "disabled golfer") will be given golf cart access to certain areas that may otherwise be restricted or inaccessible. Members are required to provide a Disabled Person Parking Placard, or other reasonable evidence for consideration. In the event the Golf Professional determines that a golfer is not a disabled golfer under this policy, the golfer may appeal such determination to the Club's General Manager. Members must provide proof of disability annually. The Club may issue flags designating disabled golfers, which will allow such members to drive and park golf carts no closer than 10 yards from the collar of greens., unless the Club has authorized the cart to park closer than 10 yards. Notwithstanding the foregoing, in the event the Golf Course Superintendent restricts the golf course or imposes temporary maintenance restrictions, the Club may restrict access for disabled golfers. No carts may be driven into roped areas, staked areas, or environmentally sensitive marked areas.

## **5.5 Walking Fees**

Walking while playing golf may be permitted on the golf course at the Club's discretion and subject to any restrictions imposed by the Club. Applicable fees shall apply

## **Article VI. Swimming Pool Rules**

### **6.1 Hours and Check In**

The pool is open according to the posted schedule and members shall have access to all pool facilities and upon payment of applicable guest fees. The pool is officially closed when posted or advised by the lifeguards (if applicable). The pool will be closed in cases of inclement weather, emergency situations or

under the order of local jurisdictions. During storms, the pool will be closed, and Members are responsible for removing themselves and their guests from the pool area. Lifeguards may or not be on duty, thus Members shall be responsible for ensuring the behavior and supervision of their guests and all children under the age of 18. The Club reserves the right to close the pool for safety checks.

All Members are required to check in at the desk and register their guests. Members that are bringing children of other Members are asked to present both families Membership cards. A specific guest of a Member is limited to six (6) times per year and a member may not bring a specific guest more than two (2) times per month, with the exception of guests approved by management.

## **6.2 Children**

Children who do not swim and all children under the age of 12 years of age must be accompanied by a parent or supervising adult who will always stay and be responsible for them. Children wearing diapers are not allowed in the pool at any time. All children under the age of two (2) years of age or not completely toilet trained are required to wear rubber swim pants.

## **6.3 Conduct**

Conduct at the pool facility must be such as to provide enjoyment for all members and guests. The Manager on Duty and Lifeguards have the authority to enforce all swimming rules and local ordinances. Any Member or guest not abiding by such rules and ordinances may be asked to leave the premises. Running, scuffling, horseplay around the swimming pool or on the deck(s) is prohibited. Members are not allowed to bring in personal food and beverages.

## **6.4 Dress**

Appropriate swim attire is required and may only be worn in the pool areas. Cutoffs are prohibited. Parents or Supervising Adults may wear casual attire with rubber-soled shoes. Cover up attire and footwear must be worn to and from the pool area. Swimmers must shower before entering the pool to remove suntan oils and lotions. Swimmers are required to remove hairpins, clips and cover their head with bathing caps.

## **6.5 Safety Rules**

All Members and their guests must abide by the pool safety rules as set forth in these Rules and Regulations or posted in the pool areas. These rules may include.

- (1) Towels belonging to the Club shall remain at the pool. Members should not take the Club towels from the locker rooms to the pool area or any issued towels out of the Pool area.
- (2) Lifeguards on duty are there for your protection. Please do not distract them from their primary responsibilities by holding unnecessary conversations with them while they are watching the pool.
- (3) Any non-swimming Member or guest (child or adult) must always be accompanied in the water by a strong-swimming adult. Any child using a flotation device of any kind must always also be accompanied in the water by a strong-swimming adult. Non-swimmers or swimmers requiring flotation devices are not permitted past the four feet area of the pool.
- (4) Water pistols, water balloons and/or other water-projecting toys are not permitted in the pool area, unless explicitly authorized by the Pool Manager for special games or organized activities. The Pool Manager and/or the Lifeguards will enforce this rule emphatically and reserve the right to collect any items falling under this description until the Member(s) and/or guest(s) leave the

pool area at which time these items will be returned.

- (5) Running, shoving, pushing, roughhousing and/or other activities that endanger Members, guests, and/or the Lifeguards are not tolerated. The Club reserve the right to deny use of the pool to any guests or Members that compromises this rule.
- (6) Swimmers may not sit or stand on the shoulders of any other swimmer, and “Chicken Fights” are not permitted in the pool at any time.
- (7) Diving is not permitted into water less than five feet deep or in any other area that is specifically marked “No Diving”.
- (8) The wading, or “baby” pool is for toddlers (four years old and under) and/or other non-swimming children only. All children must be accompanied by a responsible adult while using the wading pool.

## **Article VI. Fitness**

### **7.1 Hours and Check In**

All Members must check in at the desk and register guests and pay applicable guest fees before entering the fitness center. Members may only bring the guest six (6) times per calendar year, with such limitations subject to change at the discretion of the Club. Each Member is limited to three (3) guests per day in the Fitness Center.

### **7.2 Children & Supervisory Adults**

Children under thirteen (13) years of age are not allowed in the fitness center. Children between the ages of thirteen (13) and eighteen (18) years of age may not access the fitness center unless their parent or guardian has signed the required consent form, which includes release and indemnification provisions.

The following rules shall apply to all children for use of the fitness facility.

- (1) Children between thirteen (13) and (15) may use the fitness center only under the direct supervision of a parent, guardian, or a supervising adult over the age of eighteen (18). Children between the ages of thirteen (13) and fifteen (15) will be required to complete a one-time Junior Certification Class in order to access the fitness center, regardless of supervision.
- (2) Children sixteen (16) years of age or older are allowed to use the fitness center without direct supervision.

Parents and guardians know their children better than any Club employee or fitness professional. These minimum ages do not suggest in anyway a child is ready to use the fitness center. Further, any assessment by a personal trainer or fitness professional should be substituted for that of a parent or guardian. Parents and guardians rely on their own judgement when deciding that their child is capable of using any fitness equipment.

## **USE OF THE FITNESS CENTER AND FITNESS EQUIPMENT IS AT THE USER’S OWN RISK**

### **7.3 Conduct**

Correct training techniques must be used on all fitness center equipment. Members are asked to adhere to a forty-five (45) minute time limit on all cardiovascular equipment. Members must report any equipment problems to the check-in desk immediately.

## **7.4 Safety Rules**

All Members and their guests must know and abide by all posted rules and guidelines in the fitness area, including those that are equipment specific. The club may offer from time to time Members and their guests a complimentary fitness center orientation and instruction on the use of the fitness equipment. Members should not use any equipment without first becoming familiar with the operating instructions. Members or guests utilizing equipment improperly may be asked to leave and continuous improper use may result in suspension. **Members understand that using fitness equipment may be hazardous if used improperly or if used by a person with health or medical issues. The Club encourages all members to consult with a medical doctor before engaging in any strenuous exercise.**

## **7.5 Dress**

Appropriate exercise attire is required and may only be worn in the fitness center. Cutoffs and street clothes are prohibited. Shirts must be worn at all times. Warmups or coverups must be worn when entering or leaving the fitness center.

## **7.6 Programs**

The Club from time to time may offer additional programming, such as personal training and group exercise fees at an additional fee.

## **7.7 Lockers**

Lockers are available to rent on either an annual or daily basis. Please contact the check in or the Club's administrative office for reservation and rental of lockers.

## **Article VIII. Tennis**

### **8.1 Hours and Check In**

All Members must check in, register guests, and pay applicable guest fees before entering the tennis courts. Members may only bring the guest six (6) times per calendar year, with such limitations subject to change at the discretion of the Club. Each Member is limited to three (3) guests per day. Permission must be obtained from the Tennis Professional to invite more than three guests in a single day.

Guests are not eligible for Club tournaments without the approval of the Tennis Professional.

A guest court fee per person per day will be charged for guests using the courts.

### **8.2 Children & Supervisory Adults**

Children under thirteen (13) years of age are not allowed on the tennis courts without an accompanying adult.

### **8.3 Conduct**

Members shall conduct themselves and ensure their guests in accordance with the rules of the U.S.T.A.

#### **8.4 Safety Rules**

All Members and their guests must know and abide by all posted rules and guidelines on the tennis courts. The club may offer from time to time Members and their guests a complimentary court time.

#### **8.5 Dress**

Appropriate tennis attire is required and may only be worn in the tennis area. Tennis players will be required to wear acceptable tennis attire on the courts, based on the type of attire typically sold in tennis pro shops. Clothing such as jean pants, jean shorts and jean skirts, as well as cut-offs, tank shirts and street clothing, are not an acceptable form of attire on the courts at any time.

Shoes designed to be worn on tennis courts are the only acceptable style of footwear.

Tennis sporting attire, including tennis T-shirts, is permitted in the Clubhouse, the patio area, and the pool area.

#### **8.6 Programs**

The Club from time to time may offer additional programming, such as lessons and group clinics at an additional fee.

#### **8.7 Lockers**

Lockers are available to rent on either an annual or daily basis. Please contact the check in or the Club's administrative office for reservation and rental of lockers.