



CLUB RULES BYLAWS REGISTRATION 2021

Last Revised

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WOLF CREEK CLUB RULES

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ARTICLE I GENERAL CLUB RULES

I.1. All Guests Are Bound.

Every person attending at the Club and every person using its Facilities (both of which are called "**guests**") including every member of the Club, being a person who has membership in the Club of any category described in the Club Bylaws ("**Members**") is deemed to have first agreed to be bound and shall be bound to and abide by all of the provisions of these Club Rules, as they may be amended, modified or supplemented from time to time. Any person not so agreeing is required to immediately leave the Club and is prohibited from using its Facilities. In these Club Rules the term "person" is deemed to refer to both Members and guests.

I.2. Management's Discretion.

Any reference herein to a right, decision or permission being reserved to the Club's owner, Wolf Creek Golf Resort Ltd. ("**Management**") shall mean that such right, discretion, decision or permission may be exercised, made, granted or withheld, as the case may be, in the Management's sole and absolute discretion.

I.3. Access to Club Facilities; Hours of Operation.

The Club's facilities of every kind whatsoever (the "**Club's Facilities**" or simply "**Facilities**") shall be open on the days and during the hours as may be established by the Management from time to time. Areas of the Club Facilities also may be closed or scheduled for maintenance and repairs. The Management reserves the right to close portions of the Club Facilities and to hold tournaments, events and

the like from time to time. The Management further reserves the right to restrict use of portions of Club Facilities.

I.4. Alcoholic Beverages.

Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club premises in any manner that is prohibited by law. The Management reserves the right, in its discretion, to refuse service to any person who appears to be intoxicated.

I.5. Food and Beverage Service.

Except as otherwise permitted by the Management from time to time, the Club shall be the sole provider of food and beverages at the Club premises, and persons shall not be allowed to bring their own food or beverages for consumption at the Club. Staff working at the Club Facilities will be permitted to deliver food and/or beverages to locations away from the service area in question only with the permission of the Club's management personnel.

I.6. Advertising.

Commercial advertisements shall not be posted or circulated on the Club premises, nor shall solicitations of any kind be made on such premises or on any stationery or other media containing the Club's name, without the prior written approval of the Management in each instance.

I.7. Complaints.

All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities or the Club or staff working at the Club must be in writing, signed and



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addressed to the Director of Operations or other person designated by the Management from time to time.

I.8. Parking.

Self parking of vehicles on the Club premises is permitted only in designated areas. Vehicles parked in violation of "No Parking" signs or other parking restrictions may be towed at the violator's or owner's expense.

I.9. Smoking.

Smoking will be permitted only in designated areas.

I.10. Weapons; Fireworks.

No firearms or other dangerous weapons of any kind are permitted on the Club premises at any time. No fireworks are permitted on the premises, except for organized displays sponsored by the Management and except as otherwise approved by the Management in writing from time to time.

I.11. Outside Pros.

Lessons by unauthorized professionals are prohibited.

I.12. Enforcement.

The Management's staff are authorized to enforce the Club Rules.

I.13. Non-Discrimination.

The Management shall not discriminate against any individual because of the individual's race, colour, religion, sex, national origin, age, handicap or marital status.

I.14 Posted Rules.

Members and guests shall comply with all rules posted at the Club premises, which are deemed to be part of these Club Rules.

I.15. Cellular Phones

Cellular phones if they are on must be on vibrate or a silent mode and shall be used in a manner which does not interfere with

other Members' or guests' enjoyment of the Club or its Facilities.

I.16. Music

Music playing on the cart must be restricted to the public Links course only. Please maintain levels so not to disturb other golfers.

I.17. Violations.

Violation of any of the Club Rules or conduct in a manner prejudicial to the best interests of the Club or the Management will subject the person in violation to disciplinary action by the Management in accordance with these Club Rules.

ARTICLE II

CLUB SERVICES AND ACTIVITIES

II.1. General.

The Management may provide a variety of social and recreational events in which Members or guests are encouraged to participate. The Management desires to encourage the use of the Club Facilities by Members and guests for private functions provide they do not interfere with the normal operation of the Club or the services regularly available to Members and guests.

II.2. Group Activities.

Group activities (i.e., gatherings of more than eight persons) on the Club premises will be allowed only with the permission of Club management personnel.

II.3. Reservations.

Members and guests may be required to make reservations for the Club services and activities as determined to be appropriate by Club management personnel.

II.4. Private Functions.



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Private functions are permitted at the Club only with prior permission of the Management (the person who seeks and is granted such permission is called the "**sponsor**"). The sponsor is required to provide his or her personal information and a valid credit card issued in their name. The sponsor is deemed to agree and does agree to assume full responsibility for the conduct of everyone attending the private function and the removal of any decor brought onto Club premises.

Similarly, the sponsor is deemed to agree to be financially responsible and shall be financially responsible for any damage to the Club's Facilities and for the payment of any charges not paid by individuals attending the private function and, further, that Management may bill the sponsor's credit card for all such damages and charges.

II.5. Special Events.

Special events and functions may be scheduled by Management from time to time at the discretion of Management, which events and functions may impact use of the Club Facilities by Members and guests.

ARTICLE III

FEES AND GRATUITIES

III.1. Fees and Rates.

Fees and Rates for Membership, for golfing and for use of the Club's facilities shall be as posted by Management from time to time. For activities for which a fee or rate is not posted, Members and guests are to speak to Club staff who can provide you with that information.

Management reserves the right to amend its fees and rates at any time and from time to time.

III.2. Gratuities Added to Bill.

For the convenience of all Members, a gratuity percentage, as determined from time to time by the Management, may be added to all food and beverage sales. A Member may increase

the gratuity percentage by signing the ticket invoice and raising the amount of the gratuity as the Member deems appropriate.

ARTICLE IV

REGISTRATION

IV.1. All Members and guests must register at the golf shop before beginning play and all Members and those having membership through another Member (such as children with a Family Membership) shall present their membership cards at registration.

IV.2. Failure to check in and register 10 minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

ARTICLE V

HOURS OF PLAY

V.1 The hours of play and golf shop hours shall be posted in the golf shop. The golf staff shall determine when the golf course is fit for play.

V.2 Golf Starting Times.

All players must have a starting time, unless otherwise determined by the golf staff.

ARTICLE VI

ATTIRE

VI.1 It is expected that guests, including Members, will dress in a fashion befitting the



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surroundings and atmosphere provided in the setting of the Club Facilities, and the

Management may publish dress requirements from time to time. Members and guests will be responsible for seeing that those accompanying them dress in accordance with the Club's dress requirements. In any event, shirts and shoes must be worn at all times on the Club premises, except in locker rooms and other areas that may be designated by the Management.

VI.2 Golf Attire - We accept a casual attire policy. Blue jeans can be worn.

Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Mock turtleneck shirts are the only acceptable non-collar shirts

Tank tops, mesh shirts, sweat pants, warm-up suits, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.

Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, cut-offs, sweat pants, warm-up suits, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.

Golf Shoes: Shoes with "soft spikes" or spikeless shoes must be worn by all golfers. Shoes with metal spikes are not allowed at the Club.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golfshop before starting play. The decisions of the Director of Golf regarding dress code are final.

ARTICLE VII

GENERAL GOLF RULES

VII.1. The Rules of Golf as adopted by the GOLF CANADA together with the Rules of Etiquette as adopted by the GOLF CANADA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.

VII.2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.

VII.3. Practice is not allowed on the golf course. The designated practice facilities should be used for all practice.

VII.4. Speed of play will be strictly enforced. If a foursome or other group of players fails to keep their place on the course and falls behind the preceding group by more than one hole, the group must allow the following group to play through. Do the same when you stop to search for a lost ball. No more than five minutes should be used to search for lost balls.

VII.5. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.

VII.6. All tournament play must be approved in advance by the Director of Golf.

VII.7. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

VII.8. Repair all ball marks on the green.

VII.9. Repair all divots.

VII.10. Ball hawking is not allowed on the course at anytime.

VII.11. If a player is repeatedly warned for slow play, the Management may take such action as it deems appropriate, including



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without limitation, restricting the person's use of the golf course during certain times of the day.

VII.12. Each player must have his or her own set of golf clubs.

VII.13. Proper golf attire is required for all players. Members and guests are expected to insure that those accompanying them adhere to such rules.

VII.14. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golf shop before starting play.

VII.15. If lightning is in the area, all players shall immediately cease play and proceed to the club house. The Club will sound air horns to alert you to the presence or threat of lightning; when you see the skies are ominous listen for the horn.

VII.16. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time.

VII.17. No beverage coolers are permitted on the course unless provided by the Club.

VII.18. "Discontinued Play" Policy for incimate weather: less than three holes played - full eighteen hole credit; less than twelve holes played - nine hole credit.

VII.19. Twosomes may play at the discretion of the golf staff. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

VII.20. Twosomes and singles shall be grouped with other players, if available, at the discretion of the golf staff.

VII.21. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf staff.

VII.22. Groups of five or more players shall only be permitted on the golf course with the permission of the golf staff.

VII.23. Walking the course is permitted at times designated by the golf staff.

ARTICLE VIII RANGES

VIII.1. The Club has 2 ranges: the practice range on the Links and the warm up range on the Old Course. Those names correctly identify how each of the 2 ranges is to be used.

VIII.2. The practice range will be open during normal operating hours as posted in the golf shop. The practice range may be closed for general maintenance at Management's discretion.

VIII.3. Range balls are for use on the practice range and may not be used on the golf course.

VIII.4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the range.

VIII.5. Proper golf attire is required at all times on the range.

VIII.6. Hand bag ball shaggers are not permitted.

ARTICLE IX GENERAL GOLF CART RULES

IX.1. Golf carts shall not be used by a Member or a guest on the Club Facilities without proper assignment and registration in the golf shop.



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IX.2. Golf carts may only be used on the golf course when the course is open for play.

IX.3. Each operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license.

IX.4. Only two persons and two sets of golf clubs are permitted per golf cart.

IX.5. Personal Walking Carts are permitted at players own risk

IX.6. Obey all golf cart traffic signs.

IX.7. Always use golf cart paths where provided.

IX.8. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.

IX.9. Never drive a golf cart through a hazard. Golf carts are not permitted on any tee area. Parking of golf carts is only allowed in designated areas.

IX.10. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a Member or anyone accompanying a Member shall be charged to the Member.

IX.11. Each Member accepts and assumes all responsibility for liability connected with operation of the golf cart.

IX.12. "Course closed" or "hole closed" signs are to be adhered to without exception.

IX.13. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

ARTICLE X

HANDICAPS

X.1. Handicaps are computed under the supervision of the golf shop in accordance with the current GOLF CANADA Handicap System.

X.2. All Members and their guests with a Golf Canada approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the golf shop.

X.3. Members are responsible for turning in all their scores on a daily basis. Any Member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The golf staff shall assist any Members needing help with the posting procedures.

X.4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The golf staff shall determine if there are violations by Members in turning in their scores.

ARTICLE XI

GOLF COURSE ETIQUETTE

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club, including:

XI.1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

XI.2. The time required to "hole-out" on and around the green in a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to put when it is your turn.

XI.3. Be sociable, but reserve your extended conversations for the 19th hole.

XI.4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to get out of the way.



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XI.5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.

XI.6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.

XI.7. The player assistants will report slow play and all breaches of golf etiquette to the golf staff, who have the authority to take the appropriate action.

ARTICLE XII

LEAGUES; TEACHING CENTRE; LOOP COURSE

XII.1. Management may organize league play from time to time, including men's and ladies' leagues, at rates as established from time to time.

- violation of any of the Club Rules or Club Bylaws;
- conduct that is unlawful;
- abusiveness towards anyone at the Club including, without limitation, staff;
- conduct Management in its sole discretion deems to: be unbecoming or to diminish the harmony or good reputation of the Club, Management, a Member(s) or guest(s) or any person's enjoyment of the Club or Club Facilities or to endanger anyone's welfare or safety (including that of the person engaged in the improper conduct);
- failure to pay amounts owed to the Club or Management as they come due;
- and with regard to Members specifically is further defined to include:
 - submitting false information in the Membership Agreement;
- failing to meet or maintain eligibility for membership;
- allowing one's membership card to be used by anyone who is not authorized to

XII.2. Management may allow league members to apply for handicapping or to play in selected Club functions, at its discretion.

XII.3. Management may permit league members to book and play golf at rates or discounts and on days as established from time to time.

XII.4. Management may organize events at the teaching centre either during the golf season or off season from time to time and at rates as established by Management.

XII.5. Management may organize events involving the 6 Hole Loop Course from time to time and at rates as established by Management.

ARTICLE XIII

CONDUCT AND DISCIPLINE

XIII.1. Improper Conduct.

No Member or guest shall engage in "improper conduct", being defined as:

- do so; or
- acting in a manner incompatible with the standard of conduct expected of a Member.

XIII.2. Discipline.

If a person is deemed to have engaged in improper conduct, he or she may be reprimanded and required to immediately refrain from improper conduct or may be expelled from the Club; if such person is a Member, he or she may be further disciplined as provided in the Club Bylaws.

ARTICLE XIV

LOSS OR DESTRUCTION OF PROPERTY OR

INSTANCES OF PERSONAL INJURY



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XIV.1. Personal Property.

Management is not responsible for any loss, theft or destruction of or damage to any personal property brought to or stored at the Club by a Member or a guest, each of whom assumes sole responsibility for his / her property, whether in lockers, Club storage or elsewhere. Should a person accompanying a Member bring a claim against Management for any loss, theft or destruction of or damage to any personal property brought to or stored at the Club, the Member will assume responsibility for

the same and save the Club and Management harmless from the claim. Any personal property left at the Club's premises for 4 months or longer is deemed abandoned and

Management may keep or sell the same at a public or private sale or otherwise dispose of it without notice, and any sale proceeds shall be retained by Management.

A Member and a guest, as the case may be, shall be responsible for any property loss, theft, destruction or damage of Club property and of the property of other people at the Club caused by him or her as well as by any person accompanying a Member.

XIV.2. Assumption of Risk.

Golf has many inherent risks and dangers and every person who golfs at the Club does

so at their own risk. Management is not responsible for any injury of any nature, including death, that any person suffers while golfing at the Club. Management recommends that each such person should obtain insurance coverage to protect themselves and their estates against all such losses. Should any person accompanying a Member bring a claim against Management for any injury of any nature, including death, the Member will assume responsibility for the same and save the Club and Management harmless from the claim, including legal costs on a lawyer and his own client basis.

Every person who uses the Club's facilities, other than golfing, does so at their own risk and Management is not responsible for any injury of any nature, including death, that such person suffers while at the Club or while using the Club's facilities unless the injury or death is the result of Management's gross negligence. Management recommends that each such person should obtain insurance coverage to protect themselves and their estates against all such losses. Should any person accompanying a Member bring a claim against Management that fails to establish gross negligence, the Member will assume responsibility for the same and save the Club and Management harmless from the claim, including legal costs on a lawyer and his own client basis.



WOLF CREEK MEMBERSHIP BYLAWS

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ARTICLE I

APPLYING FOR MEMBERSHIP

I.1. Membership openings are based on availability. Any openings will be filled at the sole discretion of Management. An Applicant becomes a member of the Club upon approval of his / her Application and acceptance of their initiation fee (if applicable) by Management. Acceptance of their Application is entirely within the discretion of Management, who is not required to provide reasons why any Application is not accepted.

I.2. Membership requests will be reviewed at the beginning of each golf season.

I.3. Premier Members are exclusive of these application provisions of Bylaw I, whose availability and qualifications were set with the initial sale of the Premier Memberships.

ARTICLE II

PRIVATIZATION OF THE OLD COURSE

II.1. Wolf Creek Golf Resorts' facilities include two 18-hole golf courses: the Old Course and the Links. Both courses are currently public courses. Management is privatizing the Old Course and selling Private Memberships in the Private Member's Club (described in Bylaw III). As a result, the Old Course will transition from "public" to "semi-private" to "private", as Management determines to be appropriate, in its discretion.

II.2. When Management determines it appropriate to declare it "semi-private", it will begin to restrict access to the Old Course so that the Private Members Club enjoys more extensive and exclusive access. Fewer members of other membership categories will be able to play the Old Course.

II.3. When Management determines it appropriate to declare it "private", it will restrict access to the Old Course to the Private Members Club who will enjoy fully exclusive access, except for the hosting of occasional tournaments and championship events.

ARTICLE III

MEMBERSHIP CATEGORIES

III.1. Privileges of membership that are available to all the categories of membership are described in Bylaw IV; privileges that are specific to a given category or class or subcategory of membership are described in this Bylaw III.

III.2. Management will set membership categories and subcategories from time to time within the parameters of "**Private Members**" and "**General Members**".

III.3. **Private Members.** This consists of the **Private Members Club**. Private Members pay an initiation fee for a



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LIFETIME MEMBERSHIP of private access to the Old Course (see Bylaw II), giving them better access to golf and enabling them to enjoy faster rounds, as well as providing several other benefits not available to General Members. Private Members will also have full access to the Links public course.

A separate membership application and agreement is provided for these members.

Private Members pay lower annual dues than typically paid by General Members.

Private Members Club memberships are available to individuals but subcategories of the Private Members Club include:

- **III.3.1. Wolf Creek Village / Estates Private Membership**

Wolf Creek Village / Estates Memberships are described below at Bylaw III.4.4 and those comments help define the Wolf Creek Village / Estates Private Membership, but being a subcategory of our Private Members Club means that this membership has none of the access restrictions that can go with Wolf Creek Village / Estates Memberships that are General Memberships. To be specific: the Wolf Creek Village / Estates Private Member will never lose access to the Old Course. On the contrary: our privatization of the Old Course is being done for you!

- **III.3.2. Private Corporate Membership**

This subcategory of our Private Members Club is for a corporation, partnership or business and allows the Private Corporate Member to name at least 1 to as many as 4

A privilege exclusive to the Private Members Club is the ability to purchase an annual Couples Membership and a Family Membership. These are General Memberships that exist only as "add ons" to a Private Membership, and are available at prices that reflect

the value of the Private Membership to which they are attached. More information is given about those memberships in Bylaw III.4 and its subsections.

people who will exercise the privileges of membership. The comments regarding the Member's Named

Player(s) as well as about setting up the membership's credit account are as set out in Bylaw III.4.5 below.

Private Corporate Members have access to play during all hours of operation, and of course our privatization of the Old Course is being done for you meaning that your golf is going to get only more accessible and enjoyable for you as the Old Course goes semi-private and then again as it goes fully private!

III.4. General Members. General Memberships are, with one or two exceptions as will be noted below, ANNUAL MEMBERSHIPS that give members full access to the Links course for the current golf year; they currently also have access to the Old Course but in time this will change as the Old Course becomes semi-private and then again when it becomes fully private for the Private Members Club.

Wolf Creek currently offers the following categories of General Membership:



- Unrestricted Membership (see III.4.1) (this is an Annual Membership)
- Restricted Membership (see III.4.2) (this is an Annual Membership)
- Premier Membership - this is NOT an Annual Membership (see III.4.3)
- Wolf Creek Village / Estates Membership (see III.4.4) (this is an Annual Membership)
- Corporate Membership (see III.4.5) (this is an Annual Membership)
- Junior Membership (see III.4.6) (this is an Annual Membership)
- Couples Membership (see III.4.7) (this is an Annual Membership)
- Family Membership (see III.4.8) (this is an Annual Membership)

- **III.4.1. Unrestricted Membership**
Unrestricted Memberships are available. These are for people who are over 18 years of age and gives the Unrestricted Member access to play during all hours of operation, subject to the comments at Bylaw II.

- **III.4.2. Premier Membership**

Fifty Premier Memberships were sold to lot owners in Wolf Creek Village and eligibility for this membership required that the person had purchased such a lot. There are no further Premier Memberships available. This membership gives the member unrestricted tee-times on both golf courses, subject to the comments at Bylaw II.

Premier Memberships have a ten year term, commencing when the member triggers the start of his / her membership, and it includes pre paid annual dues for 10 years. Alternatively, the member can elect that it is for a 5 year term and

includes pre paid annual dues for 5 years for both of 2 people.

If a Premier Member sells his / her lot he / she can either retain the Membership or can transfer it to the new lot owner according to the applicable provisions of Bylaw X.

- **III.4.3. Wolf Creek Village / Estates Memberships**
In a way, Wolf Creek Village / Estates Memberships are not really properly called a "category of membership". One Wolf Creek Village / Estates Member might have an Unrestricted Membership; another Wolf Creek Village / Estates Member might have a Restricted Membership; another Wolf Creek Village / Estates Member might belong to the Private Members Club; and so on. Obviously they don't all have the same category of membership ... yet, they are all Wolf Creek Village / Estates Members. What they share that makes them all Wolf Creek Village / Estates Members is not their particular membership class and privileges but the fact that they are all owners of a Wolf Creek Village lot or of 1 of the 19 Wolf Creek Estates lots.

Lot ownership is the precondition of eligibility, and because they are all Wolf Creek Village / Estates lot owners Management gives them a preferred rate on whatever type of membership they buy. We do this because we want all Wolf Creek Village / Estates lot owners to belong to our Club, and to enjoy the

Privileges of living in Wolf Creek Village / Estates overlooking the course ... so we make it easier for them to do that.

Wolf Creek Village / Estates Memberships can select from any



category of Private or General Membership, excluding Corporate Memberships. These memberships are tied to the Wolf Creek Village / Estates lot so if the member were to sell his / her

Lot: the membership must stay with the lot (that is, with the new owner of the lot) upon the sale.

- **III.4.5. Corporate Membership**

This category of membership is for a corporation, partnership or business and allows the Corporate Member to name at least 1 to as many as 8 people (each of whom is called a "**Named Player**") who will exercise the privileges of membership. No Application for Corporate Membership is to be considered approved unless and until: the Member has disclosed in writing all Named Players complete with all appropriate information about them; and Management has met the Named Player(s) and is satisfied with them. Each of them must show proof that they work for or own the company. Those people must agree, and by allowing themselves to be named a Named Player of the Corporate Membership, do agree to be subject to and to be governed by the Club Rules and the Club Bylaws. The Named Player(s) can be changed from year to year with no transfer fees. Payment must be made by one company cheque or credit card for the membership.

Named Player(s) will have access to 28 rounds per week at their discretion to use with their

Corporate Membership and guests. Minimum of 1 Named Player must be in the group to access Membership. Only Named Players can book tee times. Named Players can bring a maximum of 3 guests per four-some in their group.

Corporate Members have access to play during all hours of operation, subject to the comments at Bylaw II.

- **III.4.6. Junior Membership**

Junior Memberships are available for young golfers 13 to 17 years of age. To be eligible the Junior must be related to or sponsored by a current (adult) member. Junior Members must be accompanied by a General Member during play.

- **III.5. Other Categories of Members.**

Management reserves the right to discontinue selling a given category of membership and to establish other membership categories and subcategories from time to time as it may determine to be in the best interests of the Club and to prescribe fees, bylaws and rules applicable thereto.

ARTICLE IV

PRIVILEGES

IV.1. Each member can be enrolled with Chrono Golf will receive a membership number. This gives you access to the on-line handicap system.

IV.2. Each member has full access to both golf ranges and to our Performance Centre

Members must check with the golf shop for permission to use the range. Ranges may be



subject to fluctuations in schedules for maintenance or for final picks. The latest use of the range will be 1 hour before sunset unless otherwise authorized.

Access to the Performance Centre will be based on non-golf academy times.

IV.3. Each member has full access full access to the 6 hole loop course. Booking use of the loop course must go through the golf shop.

IV.4. Members can use the on-line booking system to book tee-times at the times and on the course appropriate to their membership category and based on availability. Members will enjoy priority over green fee and corporate outing bookings as established by Management from time to time, and Private Members will enjoy priority over General Members.

IV.5. Membership includes use of a power cart (per seat). Members who prefer the exercise have complimentary use of our Riksha pull carts.

IV.6. Club storage lockers are available for all members on a limited basis "first come" basis. Each member must supply their own lock and key.

IV.7. From time to time Management may establish affiliations with affiliated clubs according to Bylaw XIV and extend privileges to those affiliated clubs.

IV.8. Some membership categories as designated by Management from time to time may enjoy Club credit account privileges according to the provisions of Bylaw VIII.

IV.9. Some membership categories as designated by Management from time to time or as provided in their membership agreement may enjoy transfer privileges according to the provisions of Bylaw X.

IV.10. Some membership categories as designated by Management from time to

time or as provided in their membership agreement may be entitled to designate a Designated Player according to the provisions of Bylaw XI.

ARTICLE V MAILING ADDRESSES

V.1. Each member (and where applicable, each member's designee) is responsible for keeping Management notified in writing of their current mailing address, telephone number and e-mail address. All monthly statements, notices, and other correspondence from Management will be directed based on that information on record and the member (or designee) is deemed to have received:

- V.1.1. mail on the earlier of actual receipt or seven days after deposit in the Canadian Mail addressed to the member at their address on record. However, if Management reasonably believes the address on record is not current then Management may send mail to the member to the address Management believes is most likely to result in delivery to such member or designee;
- V.1.2. e-mail when successfully transmitted unless an error message is received by Management on its email system indicating the e-mail delivery failed.

ARTICLE VI

MEMBERSHIP REGISTER

VI.1. Management shall maintain a membership register, identifying the members according to their categories of membership. This register will be available in the "Members Only Section" of the Club's web site which will be available for members to access with their individual login and password.



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VI.2. Management may utilize the membership register and other membership information for the Management's purposes, including in connection with providing information, products or services to a Member which

VI.3. Members may not use the membership register or other membership information for any solicitation, commercial purpose or otherwise without the Management's prior written consent, which consent may be arbitrarily withheld.

VI.4. A member may withhold his / her name from the membership register.

ARTICLE VII

SPONSORING A MEMBER OR GUEST; GUEST PRIVILEGES

VII.1. Members may invite guests to accompany them to enjoy the facilities and amenities of the Club.

VII.2. Management reserves the right to require identification of each guest.

VII.3. Guests will be charged guest fees in accordance with the member's membership category and as established by Management from time to time.

VII.4. Bringing guests and others to the Club is a privilege and accordingly the sponsoring member is responsible for the members he / she sponsors, including without limitation:

- their "significant other" (under a Couples Membership),
- their children (under a Family Membership),
- a junior member he / she sponsors,
- the Named Player (under a Corporate Membership),
- the Designated Player (if one is designated for their membership, from time to time),

the Management believes may be of benefit to the Member.

and any guests brought to the Club.

The sponsor's responsibility includes all fees and charges incurred by those persons: any such fees or charges for any goods or services which are not paid at the point of sale will be charged against the sponsoring member's credit account. The sponsor's responsibility also includes the conduct or misconduct of those persons. If the manner, conduct or appearance of any of them is deemed to be unsatisfactory, the sponsoring member shall, at the request of Management, cause them to remedy the issue or leave the premises, as Management determines.

VII.5. Management reserves the right to set limits on the number of guests a member may bring per season and to vary that limit according to the membership category. Similarly, Management may limit the number of guests a Private Member can invite to the Old Course, when it goes private, but may accordingly allow Private Members to invite more guests to enjoy the Links.

VII.6. Management's primary consideration is for its members so notwithstanding anything to the contrary, it reserves the right to limit member's exercise of guest privileges as it deems appropriate. Without limiting the generality of the foregoing: guest privileges may be denied, withdrawn or revoked at any time and from time to time; the availability of golf starting times for guests may be limited from time to time; the total number of guests invited by a member on any given day or over the course of a membership year or a portion thereof may be limited.



ARTICLE VIII

MEMBERSHIP CREDIT PROGRAM

VIII.1. From time to time Management may permit a membership category(ies) to maintain a credit account which gives members of that category the ability to

enjoy credit and charge privileges at the Club.

VIII.2. Members with a Club credit account will pay into their accounts at the beginning of the golf season or early bird and can then play and enjoy the Club's facilities and amenities worry free and hassle free; regular charges incurred by you will be drawn down from your account upon use. Account credits can be used for, golf shop merchandise, guest fees, carts and food and beverage service. Credits cannot be used to pay for annual dues, golf lessons, league expenses or entry fees to golf tournaments or to pay off another account.

VIII.3. Members with a Club credit account may use their accounts so long as their membership and account are in good standing. Without limiting the generality of the foregoing the member must comply with the requirements of Bylaw IX.11.

VIII.4. Credits in a member's account must be used by December 31 of each year and unused credits at the end of December 31 will be forfeited to the Club. Any custom order items that is not in current stock must be purchased and or ordered no later than August 31st.

VIII.5. **Guest Passes** – As a promotion for early bird payment in October the club from time to time will bonus guest passes to the membership. These passes are to be used to invite guests to play the club. **These passes cannot be resold by any member for profit.** All passes will be held

in trust at the Golf shop will be released upon request by the member for the said guest playing that day.

ARTICLE IX

DUES, CHARGES AND COLLECTIONS

IX.1. Members have the option of having annual dues, fees and other charges billed to their credit card or debit card, or deducted from their bank or other financial institution account on file with Management; members of those membership categories that have Club credit account privileges may also bill these to their credit account. Cash payments may or may not be permitted. In any case, Members are required to provide and maintain 2 valid credit cards (Visa, Mastercard or American Express only) with Management.

IX.2. Members can view online their monthly statement at anytime or ask the golf shop. All accounts owing must be cleaned up on or before the end of the golf season.

IX.3. Applicants for Private Membership will submit payment of their initiation fee with their Application for membership in the amount set by Management from time to time.

IX.4. Members pay annual dues as set annually by Management. Annual dues are payable no later than April 1st of each year or as Management might otherwise

determined by from time to time; Management may bill annual dues on a monthly basis in advance. In any event, annual dues are payable in full whether or



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not the member is able or intends to play golf that year.

IX.5. Annual dues for the Private Members Club are based on a graduated system to encourage Private Membership of golfers of various levels of golfing activity.

IX.6. Other fees and charges incurred at the Club (other than annual dues and initiation fees) will be billed on a monthly basis.

IX.7. Those categories of memberships that are transferable may be subject to a transfer fee in the amount set by Management from time to time.

IX.8. Those categories of memberships that allow for a Designated Player to temporarily play on a member's membership may be subject to a fee in the amount set by Management from time to time.

IX.9. Members may be required to make minimum monthly expenditures for food and beverages as established by Management from time to time.

IX.10. Appeals of disciplinary decisions by Management may be subject to a hearing fee as set by Management from time to time.

IX.11. All amounts are due within 30 days of the date they are invoiced, except as may otherwise be expressly indicated

IX.12. Amounts not paid according to Bylaw IX.11. are delinquent and bear interest at the rate of 2% per month until paid in full and Management may, in its discretion and regarding both the principal amount and interest:

- pay them from the member's credit account;
- bill them to either or both credit cards maintained on file;

- pay them from the member's debit card or bank or other financial
- institution account on file with Management;
- commence legal action to collect any amount owed or to enforce any other liability to Management. In the event of legal action the member is responsible for Management's legal costs on a solicitor and his own client basis.

IX.13. Payments on delinquent accounts apply first to reduce interest charges and then to dues, fees and other charges.

IX.14. Management may suspend membership privileges in the Club at any time until a delinquent account is paid in full. Such members may be charged a reinstatement fee at the discretion of Management.

IX.15. Continued delinquency for a period of 90 days or repeated incidents of delinquency by a member may result in termination of membership in the Club.

IX.16. Notwithstanding anything to the contrary Management is entitled to reduce the amount of any payment owing by it to a member by the amounts due or accruing due by the member to the Club or Management.

IX.17. Management may exercise a lien over any property of a member that is located at the Club until a delinquent account is paid in full.

ARTICLE X

TRANSFER OF MEMBERSHIP

X.1. Most memberships do not permit the member to transfer his / her membership to another person.

X.2. For those memberships that do permit the member to transfer his / her membership to another person:



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- the transfer must be and is conditional upon approval in writing by Management; and
- in no event can the membership be sold for cash, except according to Bylaw X.3.

X.3. Private Members Club memberships may be sold to Management according to and only according to the provisions of the Membership Application and Agreement

and the applicable provisions of this Bylaw X.

X.4. Premier Members may transfer their membership only to the purchasers of their Wolf Creek Village lot. This membership or its value cannot be sold to any other party.

ARTICLE XI

DESIGNATED PLAYER

XI.1. Those membership classes permitting the member to designate a Designated Player shall operate according to this Bylaw XI.

XI.2. A member who becomes ill for what is likely to be a lengthy period, who is temporarily relocated or for other reason acceptable to Management, in its discretion, is unable to utilize the Membership may with Management's consent, designate some other individual (the "**Designated Player**") to replace the member (or its Named Player, as the case may be) temporarily with respect to golfing privileges at the Club. If a member's absence is not temporary then the member cannot utilize this Bylaw XI.

XI.3. The member who is designating a Designated Player shall complete the form of Schedule then designated by Management for Designated Players and submit it to Management. Prior to approving the Designated Player Schedule Management shall be entitled to:

- payment of the then current fee set by Management for appointing a Designated Player; and
- meet with the Designated Player and receive all appropriate information about him / her.

XI.4. Notwithstanding anything to the contrary, the member remains responsible and agrees to cause the Designated Player to abide by the Membership Agreement, the Club Rules and the Club Bylaws and, without limiting the generality of the foregoing, the member remains responsible and agrees to pay Management promptly for all amounts owing from time to time including any amounts attributable to the Designated Player.

XI.5. When the member recovers from the illness or returns from temporary relocation that lead to the provisions of this Bylaw XI being utilized or the other cause that

Management accepted for invocation of this Bylaw XI by the member ends, the member will promptly notify Management and resume his / her membership status and the Designated Player will immediately cease to be entitled to replace the member with respect to golfing privileges at the Club. It is the member's responsibility to so notify the Designated Player.

XI.6. The provisions of this Bylaw XI are intended to apply only to long term temporary absences of the member and are further intended as a privilege of membership extended by Management. Abuse of this privilege will result in termination of the membership in Management's sole discretion. Without limiting the foregoing, if a member's absence is not temporary but the member nonetheless invokes this Bylaw XI and appointment of a "Designated Player" is a *de facto* sale of the member's membership, that membership will be terminated forthwith, the price paid for that membership as well as annual dues paid to that date will be



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forfeited to Management and all sums owing to that date must be paid to Management immediately.

ARTICLE XII CLUB DISCIPLINE

XII.1. No member shall engage in improper conduct, as that term is defined in the Club Rules. Further, as indicated in Bylaw VII.5., members are responsible for those persons

they sponsor and accordingly for the purposes of these Club Bylaws, members are responsible for the improper conduct of those they sponsor. Any improper conduct may result in and or all of the following disciplines being imposed:

XII.1.1. the sponsoring member being responsible to immediately pay the principal amount plus interest charges;

XII.1.2. the sponsoring member being liable to legal action for damages or other remedies that may be claimed. In the event of Management taking legal action and being awarded judgment, the member agrees he / she is also responsible for Management's costs including legal costs on a solicitor and his own client basis;

XII.1.3. the sponsoring member's loss of privileges of membership for a period of time;

XII.1.4. the sponsoring member's suspension of membership for a period of time;

XII.1.5. suspension of the person who is sponsored for a period of time;

XII.1.6. expulsion and termination of the person who is sponsored;

XII.1.7. expulsion and termination of the sponsoring member's membership;

as applicable or as Management may determine in its absolute discretion. The provisions above are not mutually exclusive and Management may elect more than one of them. Management may, in its discretion, deem what would normally seem to be minor breaches or violations to be serious if they occur on a recurring basis or as part of a series of violations.

XII.2. In the event of Management electing from the disciplines at Bylaw XII.1.3-.7, both inclusive, then within 30 days of being so notified by Management, the member may request the opportunity to be heard by Management in order to show either why Management should not invoke the discipline of those subsections or why the said discipline should be modified. In such case the member shall make his / her request in writing and shall pay the then current fee for hearing of an appeal

by Management (the "**Hearing Fee**"). Management will set a time and date to hear the member's appeal within 21 days of receiving the written request and Hearing Fee. While such hearing is pending:

- if it is in respect of Bylaw XII.1.3-.5 then the discipline shall be enforced until the date of

the hearing, pending the outcome of that



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- hearing;
- if it is in respect of Bylaw XII.1.6-.7, then the discipline shall be suspended until the date
- of the hearing, pending the outcome of that hearing, and in the meantime pending the
- outcome of the hearing: the appropriate membership together with the privileges of any accessory membership sponsored by that member, if any, will be suspended..

XII.3. Notwithstanding anything in these Club Bylaws any purported transfer of a membership in violation of Bylaw X is automatically void and that membership is deemed terminated and forfeited.

ARTICLE XIII

CANCELLATION OF MEMBERSHIP

XIII.1. Any member who

- transfers, resigns or withdraws his / her membership, or
- is expelled from the Club or whose membership is terminated by Management
- ceases to be a member and ceases to have any rights or privileges of membership and is deemed to have forfeited his / her membership including, without limitation, any initiation fee paid, annual dues paid and Club credit account, if any. Resignation, withdrawal, expulsion or termination of membership is effective only when all sums unpaid by the member are settled, unless Management agrees or advises in writing otherwise.

XIII.2. Without limiting the provisions of Bylaw XIII.1. when a membership ceases all persons claiming any privilege to utilize the Club's facilities through that membership also automatically terminate, without the need for giving notice to any such person,

including without limitation, persons enjoying: a Junior Membership, a Couples Membership, a Family Membership, as well as a Named Player under a Corporate Membership and a Designated Player.

ARTICLE XIV

AFFILIATION

From time to time Management may establish affiliations with other golf clubs ("**affiliated clubs**") which may permit members to play at those affiliated clubs on a preferred basis. For this purpose Management may from time to time create membership categories or options and designate the costs and benefits associated with each such category or option as they apply to a member's entitlement to play at affiliated clubs. Management may, in its discretion, discontinue affiliations with affiliated clubs.

ARTICLE XV

MANAGEMENT OF THE CLUB

XV.1. The operation of the Club and management of the Club's property shall be vested in every respect in Management. Under no circumstances does any member of the Club have any financial interest in or ownership of the Club nor any say in the day-to-day operation of the Club. Each member, as a member, has only the privileges to use the Club in accordance with their membership agreement, the Club Rules and Club Bylaws.



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XV.2. Management, or such person whom it delegates, is responsible for interpretation of the Club Rules and Club Bylaws and such interpretation is binding and conclusive on all Members.

XV.3. Any reference herein to a right, discretion, decision or permission being reserved to Management shall mean that such right, decision or permission may be

exercised, made, granted or withheld, as the case may be, in Management's sole and absolute discretion.

ARTICLE XVI CLUB BYLAWS

XVI.1. Every member is deemed to have first agreed to be bound and shall be bound to and abide by all of the provisions of these Club Bylaws, as they may be amended, modified or supplemented from time to

time. Each member agrees to be subject to and

shall be governed by the Club Rules and the Club Bylaws, if any. As indicated in Bylaw VII.5. members are responsible for those persons they sponsor and for any violation of any of the Club Rules or Club Bylaws by them or their conduct which Management in its discretion deems to be improper, unbecoming or likely to endanger the interests or reputation of the Club. The member is responsible to ensure those persons know and abide by the Club Rules, the Club Bylaws and applicable terms of the member's membership agreement.

XVI.2. Management reserves the right to amend, suspend or replace these Club Bylaws in whole or in part at any time and from time to time. Management may from time to time prescribe rules and regulations respecting any or all aspects of the use of the Club and the manner in which Membership privileges are to be exercise.