



*Bright's Creek*®

**CLUB MEMBERSHIP PLAN**

**CLUB RULES AND REGULATIONS**

Effective November 1, 2020



## CLUB MEMBERSHIP PLAN

### MISSION STATEMENT

It is the desire and intent of Bright's Creek Partners, LLC (the "Company") to provide members, their families, and their guests a premier private golf and recreational club experience and environment at Bright's Creek Club. Practices and policies will be established which are designed to promote a quality experience for all members.

### MEMBERSHIP OPPORTUNITY

This Membership Plan describes the membership opportunities in Bright's Creek Club (the "Club"). The Club is a private club, located in Polk County, North Carolina in Bright's Creek residential community (the "Community") featuring exceptional golf, recreational, and clubhouse facilities (the "Club Facilities") described in this Membership Plan.

### MEMBERSHIP CATEGORIES AND PRIVILEGES

The Club has the following categories of membership: Local, Young Professional, Regional, National, Generational, Corporate and Social. All membership categories, except for Social, have full golf privileges and are sometimes called "Full Memberships." The use privileges associated with each category of membership are more fully described in this Club Membership Plan (the "Membership Plan").

### SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities for members, membership in the Club offers a number of attractive benefits, including:

- **Immediate Family Privileges.** A member, his or her spouse and their unmarried children under the age of 23, are entitled to membership privileges without having to pay additional membership dues.
- **Inheritability.** Upon the death of a member, the membership can be transferred to his or her spouse or adult child as provided for in this Membership Plan, subject to approval by the Club.

### CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

Every person who desires to obtain a membership or who owns or purchases a residence or home site within the Community should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

### RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PLAN AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB.

### MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

MEMBERSHIPS IN THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP IN THE CLUB. NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.

## **INVITATION FOR MEMBERSHIP**

Membership is by invitation only. Persons who are invited for membership in the Club must deliver or mail to the Club a fully completed and executed Membership Application and Agreement (a "Membership Agreement") and comply with all provisions of the Membership Agreement. The Membership Agreement is subject to acceptance by the Club in its sole and absolute discretion. All inquiries regarding membership in the Club or this Membership Plan and referenced documents should be directed to the Membership Director at the Club.

## **MEMBERSHIP FEATURES AND FACILITIES**

### **INTRODUCTION**

Membership in Bright's Creek Club offers use of exceptional golf, recreational and clubhouse facilities. This Membership Plan, including the Rules and Regulations and the Membership Agreement, sets forth the rights and privileges of membership for members, their families, and guests.

### **CLUB FACILITIES**

Members, their families, and guests will enjoy the following exceptional Club Facilities:

- 19-hole championship golf course designed by Fazio Golf Course Designers, Inc.
- driving range with target greens, chipping, pitching, and putting areas and teaching facilities;
- onsite restaurant;
- a clubhouse and related facilities;
- swimming facilities; and
- tennis and pickleball courts.

The Club will also create areas which support indoor and outdoor activities on-site and in the immediate vicinity of the Club Facilities. These activities may include a health club and spa, equestrian activities, hiking, running and biking on trails and roads, climbing, kayaking, fly-fishing, bird watching and camping, as well as participation in horticultural, agricultural and wildlife projects.

### **CONSTRUCTION OF CLUB FACILITIES**

The initial 19-hole golf course officially opened for play on May 1, 2006. Construction of the swimming pool, tennis courts, and pickleball courts will commence in 2021.

The Company may, in its sole discretion, expand the Club Facilities or add additional facilities not currently described in this Membership Plan, either on or off-site, as it determines appropriate from time to time.

### **LODGING FACILITIES AND RENTAL ACTIVITIES**

The Company reserves the right, in its discretion, to build a hotel and other lodging facilities in the general area of the clubhouse and arrange to make such facilities available to members and their guests on such terms as the Company determines appropriate from time to time. It is anticipated that if these lodging units are sold, any private owners will be requested to place such units in a rental program operated by the Club and that such units will be available for use by members in accordance with rules established by the Club from time to time. No such lodging facilities will be considered to be part of the Club Facilities.

The rental program operated by the Club will include not only the foregoing lodging units but residences located in the Community owned by the members or the Company. The rental program for lodging units and Village Homes will be governed by rules established by the Club from time to time.

### **OWNERSHIP AND OPERATION OF CLUB FACILITIES**

The Company, doing business as Bright's Creek Club, owns and operates the Club Facilities. The Company and the Club are hereinafter sometimes collectively referred to as the "Club".

## **MEMBERSHIP CATEGORIES AND PRIVILEGES**

### **CATEGORIES OF MEMBERSHIP**

In order to provide exclusivity and availability of facilities and services to members, the Club has created a limited number of memberships, consisting of Full Memberships, which will have full privileges for all Club Facilities, as well as Social Memberships, which will have full privileges for all Club Facilities, except golf facilities.

### **FULL MEMBERSHIP**

Each person who has acquired a Local, Young Professional, Regional, National, Generational, or Corporate Membership will be entitled to use all of the golf, recreational and clubhouse facilities of the Club. Full Members will not be required to pay greens fees for use of the golf facilities but will be required to pay golf cart or trail fees and caddie fees. The tennis and swimming facilities will be made available without any access fee but other facilities will generally charge user fees (e.g., the health club and spa and equestrian center).

### **SOCIAL MEMBERSHIP**

Each person who has acquired a Social Membership will be entitled to use all of the recreational and clubhouse facilities of the Club but not the golf facilities (except as a guest of a member, no more than six times per year). The tennis and swimming facilities will be available to Social Members without any access fee but other facilities will generally charge user fees (e.g., the health club and spa and equestrian center). Social Members will have the right to convert to Full Membership by paying the Club the difference between the initiation fee paid for the Social Membership and the membership initiation fee then being required by the Club for a Full Membership. If this occurs, the initial fee will be treated as part of the membership initiation fee for the Full Membership.

### **ELECTION TO DOWNGRADE**

If a Full Member, by reason of health, age or other circumstance is unable to fully utilize the Club Facilities, the Club in its discretion may permit Full Members to elect to be treated on a permanent basis as a Social Member. If this downgrade is permitted, the member shall be entitled to utilize the Club Facilities as a Social Member, will only be required to pay dues as a Social Member.

### **RULES AND POLICIES**

To enhance the recreational and social pleasure of members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities. The initial Rules and Regulations of the Club are attached to this Membership Plan.

## **FAMILY AND GUEST PRIVILEGES**

### **IMMEDIATE FAMILY PRIVILEGES**

A Full Member's and Social Member's immediate family will be entitled to use the Club Facilities on the same basis as the member. A member's immediate family means the member's spouse (or any person the law deems entitled to the same privilege as a spouse) and their unmarried children under the age of 23.

### **GENERATIONAL MEMBER PRIVILEGES**

A member who currently owns a residence, or completes construction of a new home by December 31, 2023, in the Community will be entitled to have his or her family use the Club on the same basis as a Full Member.

These families will include the member's spouse (or any person the law deems entitled to the same privilege as a spouse), their children of any age, and their grandchildren up to the age of 23.

#### **GUEST PRIVILEGES**

Members may arrange for guests to use the Club Facilities in accordance with the Rules and Regulations of the Club. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year, as well as place other requirements on guest use from time to time. The member will be responsible for the payment of charges incurred but not paid by his or her guests, including applicable daily guest green, fees and lodging fees.

#### **PRIMARY PLAYING TIME**

Although each membership has family and guest privileges, the Club may establish times during which play by children who are immediate family of the member and guest play may be restricted to better handle golf play during primary playing times. The Club may designate times when only members and their spouses may play or when children or guests may not play golf, notwithstanding any other provision herein. Children who are immediate family will have the same golf privileges as the member.

#### **RESPONSIBILITY**

Members will be responsible for proper conduct and compliance with all Rules and Regulations by all persons utilizing the Club Facilities pursuant to their membership privileges.

### **ELIGIBILITY FOR MEMBERSHIP**

#### **OWNERSHIP OF LOTS**

Memberships will be offered to individuals who own a residence or home site in the Community or are in the process of acquiring a residence or home site as specified by the Club. Ownership of Lots is not required for membership in the Club.

#### **INVITATION ONLY MEMBERSHIP**

Membership is by invitation only. Invitations to membership will be extended by the Club in its discretion.

#### **RIGHTS GOVERNED BY MEMBERSHIP PLAN**

The members of the Club agree to be bound by the terms and conditions of this Membership Plan and the Rules and Regulations of the Club, as amended from time to time.

#### **PURCHASERS OF RESIDENCES OR HOME SITES**

OWNERSHIP OF A RESIDENCE OR HOMESITE DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB FACILITIES, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES.

#### **MEMBERSHIPS HELD ONLY IN INDIVIDUAL NAMES**

Memberships must be held in the name of the individual member approved for membership. Memberships may not be held in the name of a corporation, partnership, trust or other non-individual form of ownership.

### **MEMBERSHIP INITIATION FEE**

#### **MEMBER INITIATION FEE REQUIRED TO ACQUIRE MEMBERSHIP**

Each person who desires to acquire a Membership and who is invited and approved for membership will

be required to pay a non-refundable initiation fee as determined by the club.

#### **DEDUCTION OF AMOUNTS OWED TO CLUB**

The Club will deduct from any amount to be repaid to the member by the amount which the member owes the Club.

#### **TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP**

The Club makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any membership initiation fees paid to the Club. All persons acquire their memberships subject to all applicable tax laws, as the same may be amended from time to time.

### **RESIGNATION AND LIMITATIONS ON TRANSFER OF MEMBERSHIP**

#### **RESIGNATION**

Memberships are non-transferable except for the limited reissuance opportunities set forth below. Should a member desire to resign from the Club, the member must give 30 days prior written notice to the Club. Resignation of a member is irrevocable, unless otherwise determined by the Club.

#### **TRANSFER UPON SALE OF RESIDENCE OR HOME SITE**

A Full Member that joined the club on or before July 31, 2020, who resigns from the Club upon the sale of his or her residence or home site in the Community may arrange, within 60 days from the date of resignation, for the Club to reissue the member's membership to the purchaser of the residence or home site. The member or purchaser must pay a ten thousand (\$10,000) transfer fee to the Club. The purchaser desiring the resigned member's membership will be subject to the approval of the Club and must submit a Membership Agreement.

#### **TRANSFER TO REPLACEMENT PROPERTY WITHIN COMMUNITY**

If a member who is a property owner in the Community purchases another residence or a home site in the Community, the membership can be transferred to the new residence or home site. Additionally, the purchaser of the member's original property in the Community can then acquire a membership for the then current membership initiation fee from the Club if the purchaser is approved for membership.

#### **TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER**

Upon the death of a member, the membership will be reissued to the member's surviving spouse without the payment of any additional membership initiation fee, provided the surviving spouse is approved for membership in the Club. If there is no surviving spouse, or the surviving spouse does not wish to be considered for membership, or if the surviving spouse wishes to be considered but is not approved for membership in the Club, the membership may be passed on to an adult child if the adult child acquires the deceased member's residence or home site in the Community, subject to approval of the adult child for membership by the Club. . The adult child's membership shall be considered to be a reissuance of the membership, and a new issuance date shall be applicable.

#### **Legal Separation or Divorce of Married Members**

In the event of the divorce or separation of a member, the membership, including all of its rights and benefits, may be transferred to the spouse in the same manner as death if the spouse is entitled to receive the membership and the member's residence or home site in the Community by an agreement of separation or a decree of divorce and the spouse is approved for membership in the Club.

## DUES AND CHARGES

### DUES, FEES AND CHARGES

The Club will determine the amount of dues, fees and charges to be payable by members each year. Dues shall be payable in advance on a quarterly basis on or before the first day of each calendar quarter, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Club Facilities are indicated on the Schedule of Dues and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club. Members agree to pay all club charges on or before the date due. Members understand that delinquency in paying any amounts due may result in the posting of the names of delinquent members, late charges equal to 5% of the dues, interest on the amount past due until paid at a rate of 18% per annum, suspension or termination of membership privileges, and expulsion as a member. Members also agree that if a member is delinquent in paying any amounts due, the Club will be entitled to recover from the member all costs and expenses which it reasonably incurs in attempting to collect the past due amounts, including attorneys' fees and court costs, whether or not suit is filed. All amounts due the Club may be deducted from any refunds or other sums due any member upon resignation or otherwise.

The Club is entitled to establish classification for dues from time to time based upon the residences of the members. Initially, the Club has established levels of dues for members as follows:

| <u>Classification</u>   | <u>Dues (per month)</u>   |
|---|---|
| Local Member<br>(Owns any residences within 250 miles)  | \$500   |
| Young Professional Member<br>(under the age of 45)  | \$375 (up to the age of 45)   |
| Regional Member<br>(Does not own any residences within 250 miles)   | \$375   |
| National Member<br>(Does not own any residences within 1,000 miles)   | \$375 (receives a credit of \$100 per month that can be used for lodging at Bright's Creek) |
| Generational Member<br>(Owns a home at Bright's Creek and meets requirements mentioned within this document.) | \$500   |
| Corporate<br>(In the name of individual representative of a company)  | \$500 for the first member<br>\$350 for each additional member.                             |
| Social Member   | \$TBD when amenities are completed.   |

The foregoing will be subject to modification from time to time in the discretion of the Club and no member is permanently entitled to any classification of membership based on residency or reduction in dues except that dues for Social Memberships will not exceed one-half of the highest level of dues for Full Memberships.

### PRIVATE GOLF CART

Members will not be permitted to use their golf carts at the Club.

### MEMBERSHIP YEAR

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

## **ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

The Company owns the Club Facilities. 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 provide a member with an equity or ownership interest or any other interest in the Club.

The Club reserves the right to modify the Membership Plan and Rules and Regulations, provided that the modifications, other than those which the plan reserves or gives the right of the Club to make or permits the Club to determine in its discretion, may not materially adversely affect members' use privileges. In addition, the Club may amend or modify this Membership Plan if the Club determines that the amendments or modifications are advisable based upon federal income tax law changes or changes in the position of Internal Revenue Service. The Club may, in its discretion, present an amendment or modification of the Membership Plan for member review. The approval or consent of members to an amendment shall not be required for an amendment or modification of the Membership Plan so long as such amendment otherwise complies with the terms of this paragraph. Additionally, the Club reserves the right, in its sole discretion, to expand the Club Facilities and/or add additional facilities thereto, to reserve memberships, to change the membership initiation fees paid by future members, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever to recall any membership at any time for cause, to discontinue operation of any or all of the Club facilities, to convert the Club into a membership-owned club, and to make reasonable modifications in the Club Facilities made available for use by members.

### **PLEDGE OF MEMBERSHIPS**

A member may not pledge or hypothecate his or her membership. No creditor shall acquire any right in a membership except to cause a Full Membership to be reissued on the same basis as the member could arrange for reissuance in connection with the sale of the residence or home site that also serves as collateral.

### **MEMBERSHIP INDEMNIFICATION AND RELEASE**

Members assume all risks associated with the use of the Club Facilities and release and indemnify the Club from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of the Club, resulting from, arising out of or in any way connected with the use of the Club Facilities by a member's respective family members, and guests, or if a Member is a legal entity, by its approved designee(s), their respective family members, and guests, except to the extent that the same are the direct result of the gross negligence or willful misconduct of the Club or its employees. As used in this paragraph, "Club" shall include Bright's Creek Club, and the Company, their members, successors, members, owners, managers, assigns, officers, directors and employees, as well as all persons, corporations, partnerships and other entities which are or may in the future become affiliated.

Members (including the approved designee if a member is a legal entity), and their respective family members and guests, assume sole responsibility for their personal property. Members agree that the Club shall not be responsible for any loss or damage to any personal property which a member, or his or her respective family members or guests, may use or store on the Club premises, whether in lockers or elsewhere. Members also agree that they will be liable for any property damage or personal injury occurring on the Club premises, or at any activity or function which the Club operates, organizes, arranges, or sponsors, whether or not on the Club premises, which a member or his or her respective family members or guests, may cause. If a member arranges or sponsors any activity or function on the Club premises, the member will be responsible for any damage or injury even if the member did not cause the damage or injury. Members agree that the Club may charge the cost



of any damage to the member's club charge account or designated credit card.

## **OTHER MEMBERSHIPS AND USE PRIVILEGES**

### **OTHER USE**

As long as the Company owns residences or home sites in the Community, the Company will have the right to permit its officers, sales staff and prospective purchasers of residences or home sites in the Community to use the Club Facilities in connection with the marketing of real estate in the Community. The Club may also permit "off-time" usage by Club employees in a manner similar to such usage at other first-class private clubs.

### **RECIPROCAL PRIVILEGES**

The Golf Club may at any time, in its sole and absolute discretion, enter into reciprocal use privileges and access agreements with other clubs and resorts, as the Golf Club determines appropriate from time to time.

### **PROMOTIONAL USE AND EVENTS**

The Golf Club will have the right to designate other persons who will not count toward membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Golf Club Facilities upon such terms and conditions as may be determined from time to time by the Golf Club. The Golf Club reserves the right at any time, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Golf Club Facilities for maintenance, corporate outings and other special events from time to time.

## **GENERAL PROVISIONS**

### **MANAGEMENT AND OPERATION**

The Company is solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club. The Company or an affiliated entity will manage and operate the Club Facilities or engage an outside professional management company to operate the Club Facilities.



## CLUB RULES AND REGULATIONS

The Bright's Creek Club (the "Club") was created to provide a superior golf course and recreational facilities with complimentary clubhouse facility, for the use, entertainment and enjoyment of its members, their families and guests. The comfort and convenience of all members will be best served by strict observance of the following Rules and Regulations.

### GENERAL CLUB RULES

- The Club and its facilities shall be open on the days and during the hours as may be established from time to time by the Club. It is recommended you call in advance prior to your visit.
- Plans or dates for dining room activities **must** be approved in advance by the General Manager.
- Performances by entertainers will be permitted on the property of the Club **only** with the permission of the General Manager.
- The use of cell phones is allowed inside the Clubhouse only in designated areas.
- Alcoholic beverages will be served, sold and consumed on the premises only during hours permitted by law. Alcoholic beverages will be sold or served only to persons permitted to purchase the same under the laws of the State of North Carolina.
- Except as permitted by the Club, no commercial advertisements shall be posted or circulated in the Club nor shall commercial business activities of any kind be solicited or transacted on the property of the Club, nor upon the Club's stationery.
- Other than permitted by the Club, no petition shall be originated, solicited, circulated or posted within the Clubhouse or on any other property of the Club.
- It is contrary to the policy of the Club to have its facilities used for functions of fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club.
- Outside catering will be provided by the Club with the prior approval of the General Manager. All food and beverages consumed on the properties of the Club **must** be furnished by the Club.
- Members **must not** request special personal services from the employees of the Club who are on duty.
- No pets are allowed on the Club grounds or golf course, unless approved by the General Manager.
- Joggers and walkers are **not** permitted on the golf course between the hours of 8:00 a.m. and 5:00 p.m.
- Any complaints, criticisms or suggestions of any kind relating to any of the operations of the Club **must** be in writing, signed and addressed to the General Manager.
- It is unbecoming for any member or guest to abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the ultimate supervision of the General Manager and no member or guest shall reprimand or discipline any employee or send any employee off the premises of the Club for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately.

- The roster or list of members in the Club shall be considered the private property of the Club and shall **not** be used or given to anyone by a member of the Club for any reason whatsoever and shall **not** be used by the Club Members for solicitation purposes and shall be furnished only to members. A violation of the provisions of this Paragraph may be grounds for discipline of the member in the reasonable discretion of the Club.
- Any violation of these rules or any conduct by a member which may be prejudicial to the harmony, collegiality or other best interests of the Club may subject the member to disciplinary action in accordance with the By-Laws of the Club.
- The Club reserves the right to amend or modify these rules when necessary and will notify the membership of any change.
- All rules and regulations contained herein shall be subject to and controlled by the applicable provisions of the By-Laws of the Club.

#### **MEMBERSHIP CERTIFICATES, FEES, ETC.**

- Dues, fees, and other charges are payable in full in advance and will appear as a separate line item on your statement.
- All Dues for Membership will be billed quarterly and shall be deemed delinquent if not paid within ten (10) days after the date of the quarterly statement.
- All food, beverages and services of the Club charged to the member's Club account will be billed monthly and shall be deemed delinquent if not paid within ten (10) days after the date of the monthly statement.
- In the event past due bills are not paid within ten (10) days after the date of the monthly statement, the member will be charged a \$50 late fee and the bill will also accrue a late payment fee at the rate of one and one-half percent (1.5% per month) from the date of the statement until it is paid in full, but in no event less than \$10.00.
- If the member fails to pay within thirty (30) days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or charge the member's credit or debit card on file with the Club for the amount owing. Continued delinquency for a period of sixty (60) days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.
- If the Club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any Club account owed by any member, or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appeal proceedings.) The property of any member in the Bright's Creek Residential Community ("Bright's Creek") shall be subject to a lien on such property for the payment of any and all delinquent amounts under this Paragraph together with costs, expenses and reasonable attorneys' fees. Such lien shall be perfected by filing a notice thereof in the Office of the Clerk of Court of Polk County as provided for contractors' liens. Any such lien may be foreclosed by the Club in the manner provided for the foreclosure of Deeds of Trust in Chapter 45 of the General Statutes of North Carolina.

#### **Resignation, SUSPENSION, AND TERMINATION OF MEMBERSHIP**

- A member may resign membership in the Club by delivering to the Club written notice of resignation in accordance with the Membership Plan of the Club. Notwithstanding resignation, the member shall remain liable

for any amounts unpaid on the member's Club account.

- A member may be terminated or suspended by the Club if the Club determines that the member:
  - a) Failed to meet and maintain eligibility for membership pursuant to the Membership Plan;
  - b) Submitted false information on the application for membership;
  - c) Permitted his or her Club account to be used by an unauthorized person.
  - d) Submitted false information regarding an application for Club privileges for a guest of the member;
  - e) Failed to accompany a guest where required when using facilities of the Club;
  - f) Exhibited unsatisfactory behavior, conduct or appearance;
  - g) Failed to pay dues, assessments or fees or Club accounts in a proper and timely manner; Failed to abide by the rules and regulations as set forth for use of the facilities of the Club; or
  - h) Treated the personnel or employees of the Club in an unacceptable manner.
- Notwithstanding any termination or suspension of membership, the member shall remain liable for any unpaid Club account, dues and other fees and such member shall not be entitled to a refund of any part of the dues theretofore paid by the member to the Club.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- Each member, as a condition of membership, and each guest, as a condition of invitation to the premises of the Club, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the premises of the Club, whether in lockers or elsewhere.
- The removal from the room in which it is placed or from the Club's premises, of any property or furniture belonging to the Club without proper authorization is not permitted.
- The removal of practice balls or other equipment from the driving range, target greens, chipping, pitching, and putting areas and teaching facilities, is not permitted. Members are not permitted to use practice balls on the golf course during play.
- Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, any guest or any family member. The cost of such damage shall be charged to such member's Club account.
- Any member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member shall hold the Club and its owners, directors, officers, employees, representatives and agents ("collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of Indemnified Parties. Any member shall have, owe and perform the same obligation to the Club and its Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of the member.
- Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## GRATUITIES

Cash tipping is prohibited. In lieu of tipping members are encouraged to contribute to the Annual Christmas Fund for Employees.

## ATTIRE

- It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that members will advise their guests of our dress requirements.

- Appropriate attire is required in the dining room and Clubhouse:

**Men:** Shirts with collars and sleeves, slacks or Bermuda shorts are considered appropriate attire during lunch. Shirts with collars and sleeves, slacks, and dress jeans (well pressed jeans without holes) are considered appropriate during dinner. Tank tops, tee shirts, fishnet tops, cutoffs, sweatpants, warm-up suits, bathing suits, tennis shorts, short shorts or other athletic shorts are **not** permitted.

**Women:** Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire during lunch. Dresses, skirts, slacks, blouses, and dress jeans (well pressed jeans without holes) are considered appropriate during dinner. Halter tops, tee shirts, fishnet tops, bathing suits, sweatpants, warm-up suits, tennis dresses, athletic shorts, cut-offs and short shorts are **not** permitted.

- Shirts, with collars, and shoes are required on the premises of the Club, except in the pool area and locker rooms.
- Traditional metal golf spikes are not permitted at Bright's Creek.
- Bathing suits and pool attire will not be permitted in the Member's Grill and Clubhouse.

## MAILING ADDRESSES

Each member shall be responsible for filing with the Club in writing, preferably on a form provided, his or her mailing address and email address and any changes thereto, to which the member wishes all notices and invoices of the Club be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club.

## GOLF RULES

- All members and guests must register in the Pro Shop before beginning play. Recommended registration is thirty minutes prior to the reserved starting time.
- All members should try to provide the Club with their guests' names at least 2 days prior to your scheduled visit.
- "Cutting-in" is not permitted at any time. All players must check in with the starter. Players are permitted to start play from residences only with permission from the Pro Shop.
- In order to maintain a first-class golf course, practice is not permitted on the golf course. The practice range, the practice putting green and chipping green should be used for all practice.

- If a match fails to keep its place on the course and loses more than one clear hole on the players ahead, it must allow the following match to play through.
- All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course.
- Golfers are expected to maintain their starting intervals and complete 18 holes in four (4) hours or less.
- Each player must have his or her own set of golf clubs.
- "Course closed" or "hole closed" signs are to be adhered to without exception.
- Appropriate golf attire is required for all players:

**Men:** Shirts with collars and sleeves, slacks or Bermuda shorts are considered appropriate attire. Tank tops, tee shirts, fishnet tops, cutoffs, sweatpants, warm-up suits, blue jeans, bathing suits, tennis shorts, short shorts or other athletic shorts are **not** permitted.

**Women:** Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, fishnet tops, bathing suits, sweat pants, warm-up suits, blue jeans, tennis dresses, athletic shorts, cut-offs and short shorts are **not** permitted.

**Shoes:** Spikeless golf shoes are required on the golf course. Tennis and other soft sole shoes are subject to approval by the Golf Professional.

This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Pro Shop.

- If lightning is in the immediate area, all play must cease.
- All golf balls hit into the lakes and the rough which are not retrieved by the players shall be deemed abandoned and shall become the sole property of the Club. No person shall be allowed to take such balls from the rough or lakes without the express permission of the Club.
- In order to provide the utmost playing pleasure for all members, the Club reserves the right, from time to time, to establish rules governing access and starting times with respect to the golf course. Any such rules shall be applied on a fair and equitable basis.
- Junior golf shall be encouraged by the Club. The design and administration of all junior golf programs shall be handled by the Golf Professional.

#### **GOLF ARRANGEMENTS**

- Advanced starting time reservations are recommended but not required. Players will be assigned a starting position upon arrival at the Club.
- Twosomes may play at the discretion of the Pro Shop and will be permitted to start if space is available.
- Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead.
- Twosomes and singles will be grouped with other players, if available, and at starting times determined by the Pro Shop, if necessary. Singles may not reserve starting times.
- Starting time changes must be approved by the Pro Shop.

- Failure to check in and register ten minutes prior to a reserved starting time will cause cancellation or set back.
- Playing times are available on a first request, first given basis.
- Groups of five or more players shall not be allowed on the golf course at any time without the permission of the Pro Shop.
- Please notify the Pro Shop of any cancellation as soon as possible.

#### **GOLF PRACTICE FACILITIES**

- The Golf Practice Facilities are open during normal operating hours as may be posted from time to time in the Pro Shop. At times to be posted in the Pro Shop, the Golf Practice Facilities will be closed for general maintenance.
- Range balls are for use on the Golf Practice Facilities only. Range balls are not permitted to be used on the golf course.
- Golf cars are not permitted on any tee area. Parking of golf cars is allowed in designated areas only.
- Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the Golf Practice Facilities.
- Proper golf attire is required at all times on the Golf Practice Facilities.

#### **GOLF CAR RULES**

- Golf cars shall **not** be used by a member or guest on the property of the Club without proper assignment and registration in the Pro Shop.
- Each operator of a golf car must be at least 16 years of age and have a valid automobile drivers' license.
- Golf cars are not to be used off the golf course.
- No more than two adults and no more than two sets of clubs per golf car are permitted unless specialized cars are available.
- Obey all golf car traffic signs.
- Operation of a golf car is at the risk of the operator. Cost of repair to a golf car which is damaged by a member will be charged to the member, or in the case of damage by a guest, to the sponsoring member.
- Hand carts are not allowed on the course.
- Members using a golf car will be held fully responsible for any and all damages, including damages to the golf car, that are caused by the misuse of the golf car by the members or their guests, and the members shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
- Violations of the golf car rules may result in loss of golf car privileges and/or playing privileges.

#### **HANDICAPS**

- Handicaps are computed under the supervision of the Golf Professional in accordance with the current USGA Handicap System.
- Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf Club Rules & Regulations

Professional will determine if there are violations by members in turning in their scores.

- An official USGA handicap is required to participate in any tournament sponsored by the Club.

#### **USE OF LAKES AND FISHING**

- No boating will be permitted in the lakes at Bright's Creek Club.
- There will be no fishing in the ponds and creeks in Bright's Creek unless approved in advance by the Club.

#### **GUESTS**

- Guest privileges will be extended under the rules and regulations adopted. The Club shall establish from time to time the rate of the daily guest fee and guest charges for use of the golf facilities.
- Members must obtain Pro Shop approval before starting groups with more than four (4) players.
- Members may not start with a group to achieve accompanied status and then leave the group during the round.
- We remind you that the conduct, personal appearance and adherence to the Club's rules by guests is the responsibility of the sponsoring member. Any problems arising from guests will be solely the sponsoring member's responsibility.
- The charges for any services, that are not paid by the guest, will be charged to the sponsoring member on his Club account.
- Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club.

#### **SAUNA AND STEAM ROOM**

- Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than five minutes at any one time. Pregnant women should not use the sauna or steam or other facilities that would elevate the core body temperature.
- Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.
- Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.
- Never go into a sauna or steam treatment on a full stomach. Wait two hours after a heavy meal before using a steam or sauna treatment.
- Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.
- No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating element.
- For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.



## **LOCKER ROOM FACILITIES**

- Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.
- We recommend you not bring valuables into the Golf Club. Each person entering the Golf Club assumes liability for the loss of any items stored in a locker or common closet.
- For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.