

Dalton Ranch Golf Club Membership Programs



Membership Documents

January 1, 2016



Social Membership

\$1,500 upon initiation of a Non-Transferrable Membership

Single Monthly Dues

\$71.00

Family Monthly Dues

\$110.00

Privileges of “Clubhouse Membership” are:

1. The use of the championship golf course, paying the “Member Guest Rate”.
2. Accompanied Guests will pay the “Public Daily Fee”.
3. Reserving tee times up to three (3) days in advance.
4. Use of all Clubhouse facilities including those designated as “Members Only” areas, such as the pool, tennis courts, fitness facility and locker rooms.
5. Use of Club food and beverage facilities including private function rooms (when available).
6. A fifteen percent (15%) discount on select merchandise purchased in the Golf Pro Shop.
7. A ten percent (10%) discount on food and beverages purchased from the Grille.
8. Credit privileges for the use of the facilities and services at Dalton Ranch.



Executive (45 & older) Full Membership

\$7,000 upon initiation of a Non-Transferrable Membership.

Single Monthly Dues

\$187.00

Family Monthly Dues

\$297.00

Privileges of “Full-Facility Membership” are:

1. The use of the championship golf course, paying optional only cart fees.
2. Accompanied guests (up to seven per year) paying the “Member Guest” rate.
3. Reserving tee times up to seven days in advance (Members and accompanied guests only).
4. Use of all Clubhouse facilities including those designated as “Members Only” areas, such as the pool, tennis courts, fitness facility and locker rooms.
5. Use of Club food and beverage facilities including private function rooms (when available).
6. A fifteen percent (15%) discount on select merchandise purchased in the Golf Pro Shop.
7. A ten percent (10%) discount on food and beverages purchased from the Grille.
8. Credit privileges for the use of the facilities and services at Dalton Ranch



Jr. Executive (25-45) Full Membership

\$3,500 upon initiation of a Non-Transferrable Membership

Single Monthly Dues

\$187.00

Family Monthly Dues

\$297.00

Privileges of “Jr. Executive Full-Facility Membership” are:

1. The use of the championship golf course, paying optional only cart fees.
2. Accompanied guests (up to seven per year) paying the “Member Guest” rate.
3. Reserving tee times up to seven days in advance (Members and accompanied guests only).
4. Use of all Clubhouse facilities including those designated as “Members Only” areas, such as the pool, tennis courts, fitness facility and locker rooms.
5. Use of Club food and beverage facilities including private function rooms (when available).
6. A fifteen percent (15%) discount on select merchandise purchased in the Golf Pro Shop.
7. A ten percent (10%) discount on food and beverages purchased from the Grille.
8. Credit privileges for the use of the facilities and services at Dalton Ranch.



Corporate Membership

\$3,000 (per person) yearly dues paid in advance

Minimum 4 people (max 10)

2 year commitment

Privileges of “Corporate Membership” are:

1. The use of the championship golf course, paying optional only cart fees.
2. Accompanied guests (up to seven per year) paying the “Member Guest” rate.
3. Reserving tee times up to seven days in advance (Members and accompanied guests only).
4. Use of all Clubhouse facilities including those designated as “Members Only” areas, such as the pool, tennis courts, fitness facility and locker rooms.
5. Use of Club food and beverage facilities including private function rooms (when available).
6. A fifteen percent (15%) discount on select merchandise purchased in the Golf Pro Shop.
7. A ten percent (10%) discount on food and beverages purchased from the Grille.
8. Credit privileges for the use of the facilities and services at Dalton Ranch.

**CIMARRON GOLF
PARTNERS**

d/b/a

DALTON RANCH GOLF CLUB

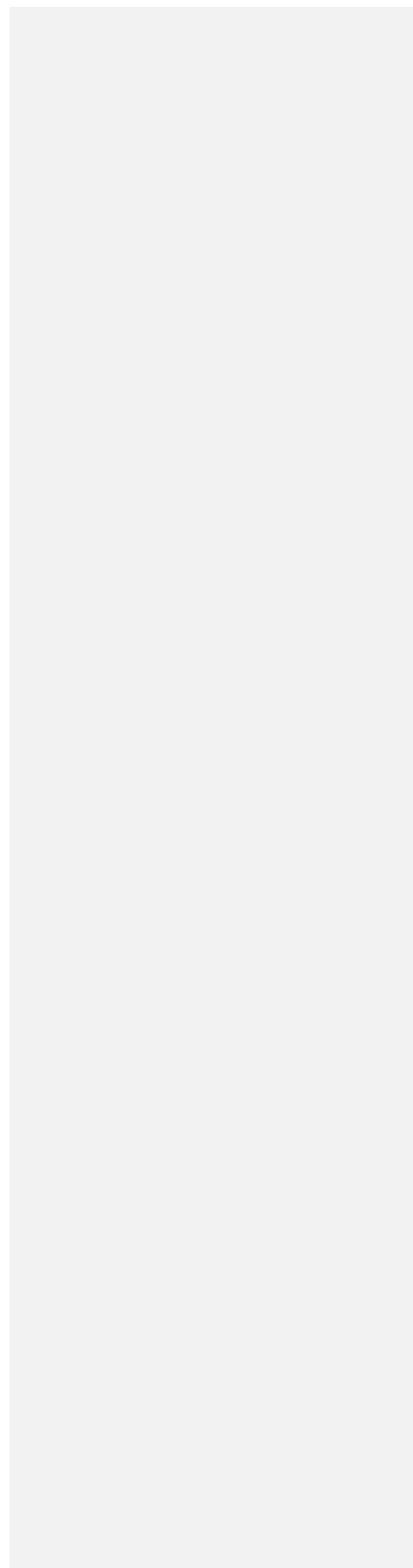
**MEMBERSHIP PLAN
AMENDED & RESTATED
June 1, 2015**



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Cimarron Golf Partners, LLC/ Dalton Ranch Golf Club MEMBERSHIP PLAN OVERVIEW

MISSION STATEMENT

It is our desire and intent to provide members, their family and guests a premier country club experience and environment at Dalton Ranch Golf Club. Practices and policies will be established by the Club which are designed to promote a quality country club experience for all members, and superior club and golf course operations.

MEMBERSHIP OPPORTUNITY

This Membership Plan describes the membership opportunities at Dalton Ranch Golf Club (the "Golf Club" or the "Club"). The Club is located in *Dalton Ranch PD* residential community, Durango, Colorado (the "Community") featuring exceptional golf and social facilities.

MEMBERSHIP CATEGORIES

The Club offers Full Golf Memberships and Social Memberships to residents and non-residents of Dalton Ranch Community. Memberships will be limited to 550 Full Memberships and 300 Social Memberships, subject to the right of The Club to increase or reduce the number of memberships in any category. Full Memberships and Social Memberships will also be classified as Junior Executive and Executive Memberships as more fully described in this Membership Plan. The Club may issue a limited number of Company/Corporate, Lifetime and Honorary Memberships upon such terms and conditions as The Club deems appropriate. The use privileges associated with each category of membership are more fully described in this Membership Plan.

SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities and an extensive array of programs and activities for members and their families, membership in the Club currently offers a number of attractive benefits. A brief description of some of these benefits follows and they are described in greater detail in the Membership Plan:

- **Immediate Family Privileges.** A member, his or her spouse and their unmarried children, under the age of 22 who are living at home, attending school on a full-time basis or in the military are entitled to membership privileges without having to pay additional membership dues.
- **Membership Held by a Legal Entity.** A membership may be held in the name of a corporation, partnership, trust or other form of legal entity. A legal entity owning a membership must designate one individual who will have the right to use the membership. The designated user must be a bona fide director, officer, partner, shareholder, member or employee of the entity, or a beneficiary, trustee, or settler if the membership is held by a trust. The designated user and the legal entity shall be jointly and severally liability to pay all dues, fees, and charges. All designated users must be approved in advance by The Club and shall be subject to the terms of the Rules and Regulations, the Membership Agreement and this document.

- **Transferability of Memberships.** Under the Current rules and regulations of the club, a membership is not transferable and is not assignable to any other person, except as expressly authorized by the Club. Prior to Cimarron Golf Partners ownership, several transferable memberships were sold and will be honored provided that payment of a Transfer Fee is made, Evidence of such membership is required and subject to the prior approval of The Club, memberships may be transferable through the Club to the subsequent purchaser. All other memberships are non-transferable.
- **Inheritability.** Upon the death of a member, the membership may be transferred to his or her spouse.

CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

Every person who obtains a membership, 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. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT AND OTHER PRINTED MATERIALS, THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT SHALL GOVERN.

MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

MEMBERSHIPS AT 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 AT THE CLUB.

NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.

APPLICATION PROCEDURE

Each person must mail or deliver to the Club’s Director a fully completed and signed Membership agreement, along with a check or credit card authorization for the required initiation fee. In the event the agreement is not acted upon favorably, the fee will be fully refunded, without interest.

Comment [J1]: How are we getting payment

MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding membership in The Club or this Membership Plan and referenced documents should be directed to the Director at: _____ You may also visit the Membership Office, conveniently located at _____ No appointment is necessary.

MEMBERSHIP FEATURES AND FACILITIES

INTRODUCTION

This Membership Plan, the Rules and Regulations and the Membership Agreement, set forth the rights and privileges of membership in The Club.

CLUB FACILITIES

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

- 18-hole, par 72, golf course measuring 7,002 yards from the back tees.
- Distinct and elegant 10,000 square foot Clubhouse and men's and ladies locker rooms along with a full stocked PGA pro shop;
- Fitness center.

ADDITIONAL CLUB FACILITIES

The Club may, in its sole discretion, expand the Club Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. If additional facilities are added to the Club Facilities or the Club Facilities are expanded, the number of memberships issued in the Club may be increased. The Club may, in its discretion, allow all members to use the additional Club Facilities, increase dues for all members or certain categories of membership to pay the additional costs associated with the additional Club Facilities, or give members the option to use the Club facilities upon payment of an additional membership deposit and/or additional membership dues.

MANAGEMENT AND OPERATION OF CLUB FACILITIES

Cimarron Golf Partners LLC, d/b/a Dalton Ranch Golf Club, a Colorado limited liability company (the "Company"), manages and operates The Club Facilities. Where this Membership Plan refers to The Club taking action or having certain rights, the Company or its designees shall take such action and have such rights.

MEMBERSHIP CATEGORIES AND PRIVILEGES

CATEGORIES OF MEMBERSHIP

The Club is offering a limited number of Full Memberships (550) Full Memberships will also be classified as Junior Executive and Executive(Family/Single). Junior Executives must be under the age of 45. ("Junior Executive Members"). Executives, are over the age of 45, both categories will be subject to pay for the initiation fee and membership dues associated with a Full Membership ("Executive Members") Set by the club at the clubs sole discretion.

The Club may issue a limited number of Company and Honorary Memberships as it deems appropriate which will not count toward any membership limit. The Club reserves the right to add additional Club Facilities in the future and add additional memberships or membership categories in its discretion. The Club's membership year will be a twelve month period, commencing January 1 and ending December 31, unless otherwise established by The Club from time to time.

Comment [J2]: Could do another fiscal year

FULL MEMBERSHIP

Each person who acquires a Full Membership will be entitled to use all of the golf, health and fitness and social facilities of the Club. Full Members will not be required to pay green fees for use of the golf facilities, but will be required to pay golf cart fees.

SOCIAL MEMBERSHIP

The club is offering a limited amount of Social Memberships (300) Social members will also be classified as Junior Executive and Executive members. Junior Executive Social members must be under the age of 45(“Junior Executive Social Member”) Executives, are over the age of 45, (“Executive Social Member”) both categories will be subject to pay an initiation fee and membership dues associated with a social Membership. Set by the club at the sole discretion of the club.

RULES AND POLICIES

In order 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.

UPGRADE OF MEMBERSHIP

Members may upgrade to a higher category of membership if the higher category of membership is then available and not reserved. In order to upgrade, the member shall pay to the Club the difference between the initiation fee then charged for the higher category of membership and the initiation fee previously paid by the member for the lower category of membership. If a transferee of a membership wishes to upgrade to a higher category of membership, and said category is available and not reserved, the transferee shall pay to the club the Transfer Fee applicable to a transfer of the original membership and pay the initiation fee currently charged for the higher category of membership.

DOWNGRADE OF MEMBERSHIP

Members may downgrade their membership to a lower category of membership with approval from club and if the lower category of membership is then available and not reserved. If a member downgrades to a lower category, member will then be responsible to the club for the current dues and fees associated with that membership category. Member shall not be reimbursed by the club for any initiation fee previously paid. Member must remain in the downgraded category for at least Twelve (12) months. Members wishing to upgrade to a higher category after downgrading may be subject to payment of the initiation fee currently charged for the higher category if the higher category is then available and not reserved. Downgrading for reasons of health or unforeseen issues will be handled by the club on a case by case basis and will be at the sole discretion of the club.

NUMBER OF MEMBERSHIPS

LIMIT ON NUMBER OF MEMBERSHIPS

The maximum number of memberships permitted in each category will be as follows:

<u>Membership Category</u>	<u>Number of Memberships</u>
Full Membership	550
Social Membership	300

The Club may, in its sole discretion, further limit the number of memberships available in any category of membership as the Club determines appropriate from time to time.

FULL MEMBERSHIP AND GUEST PRIVILEGES

IMMEDIATE FAMILY PRIVILEGES

The holder of a Full Family membership will be allowed to have the member's immediate family entitled to use the Club Facilities on the same basis as the member. The holder of a Full Family member's immediate family will include the member's spouse and children under the age of 18. A member's immediate family shall also include the member's children under the age of 22 who are living at home, attending school on a fulltime basis or serving in the military.

PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER

A member living together with another individual in the same household as a family unit may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member. The total number of adults who may have immediate family privileges is limited to two adults per membership. The member and the designated user shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules it deems appropriate.

GUEST PRIVILEGES

Members may have accompanied and un-accompanied guests use the Club Facilities in accordance with member's category of membership and the Rules and Regulations of the Club and the Club's guest policies. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities ten (10) times during each membership year. The member will be responsible for the payment of unpaid charges incurred by his or her guests including any applicable daily guest fees established by the Club from time to time. Members will also be responsible for the department of their guests.

OFFERING OF MEMBERSHIPS

INITIAL PURCHASERS OF RESIDENCES OR HOMESITES IN DALTON RANCH
OWNERSHIP OF A RESIDENCE OR HOMESITE IN DALTON RANCH DOES NOT GIVE ANY VESTED PROPERTY 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.

WAITING LIST

If a person desires to acquire a membership in a particular category of membership and a membership is not available in that category, the Club will establish a waiting list for that particular category of membership.

MEMBERSHIP HELD IN NAME OF LEGAL ENTITY

For the convenience of members, an individual membership may be held in the name of a corporation, partnership, trust or other form of multiple, ownership (collectively, the "entity"). The entity must own property in the Community, must designate one individual who will have

the right to use the membership. The designated individual or family may be changed one time per membership year, and the entity may change the designated user to the designated user's spouse upon the death of the designated user, subject to approval of the spouse as a designated user. The designated user must submit a Membership Agreement and will be subject to the approval of the Club. The designated user must be a bona fide director, officer, partner, shareholder or employee of the entity, or a beneficiary, trustee or settler of the entity if the membership is held in the name of a trust, and must pay the required dues, fees and charges. No person other than the designated user and his or her immediate family will be entitled to simultaneously use the membership.

MEMBERSHIP INITIATION FEE

MEMBERSHIP INITIATION FEE REQUIRED TO ACQUIRE MEMBERSHIP

Each person who desires to acquire a membership will be required to pay a non-refundable initiation fee determined by the Club from time to time. Initiation Fees are not transferable, except as specifically provided in this Membership Plan, the Rules and Regulations of The Club and the Membership Agreement.

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 fee paid to the Club. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, members should consult with their own tax advisors with respect to the tax consequences of any membership initiation fee or dues payments.

TRANSFER OF MEMBERSHIP

TRANSFER OF MEMBERSHIP THROUGH CLUB

A member may resign his or her membership and arrange for The Club to reissue the membership only upon prior Club approval. Resignation of a member is irrevocable, unless otherwise determined by The Club. Some members currently hold transferable memberships such member may transfer their membership to a third party but will be subject to a transfer fee set from time to time by club. Upon transfer to third party, the third party will have a membership which is considered NON- transferable. All Memberships shall not be entitled to a refund of any previously paid initiation fee and will be required to pay the dues for the entire amount committed per membership agreement. Currently any new member may not transfer or sell his or her membership to any person or entity

Comment [J3]: Still need clarification

TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER

Upon the death of a Member, the membership will automatically transfer to the spouse, if any, without payment of any additional membership deposit. If there is no spouse, the membership will be deemed resigned and the membership will transferred through the Club to the subsequent Member

LEGAL SEPARATION OR DIVORCE

In the event of the divorce or separation of spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the spouse awarded the Membership by an agreement of separation or a decree of divorce; Until the award of the membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. The Club reserves the right, in its sole discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership.

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 on a monthly basis on or before the first day of each month, 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, Fees and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club.

DUES INCREASE LIMIT

In accordance with the previous Rules and Regulation, annual increases in dues will be limited to an amount no greater than 10% of the annual dues. This rule cannot be changed at the sole discretion of the club and must have prior written approval from at least 50% of the club members at that time.

NO ASSESSMENTS AGAINST MEMBERS

Members will only pay membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities. Annual increases in dues shall not be deemed an assessment for purposes of the provision. The budget and the calculation of the dues may include a reserve for capital replacements and improvements and this shall not be deemed an assessment for purposes of this provision.

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.

Comment [J4]: Okay?

PAYMENT OF DUES BY RESIGNED MEMBER

A member shall be obligated to continue to pay dues, fees and other charges associated with the membership until the earlier of: (i) the reissuance of the membership by the Club, or (ii) thirty days after the Club receives written notice of the member's resignation. A resigned member shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid by the resigned member. If a member fails to pay any dues, fees and other charges, the Club may suspend the member's privileges for non-payment and may take other remedies.

Comment [J5]: Need to determine some policy

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

MEMBERS' ACKNOWLEDGMENT

Membership in the Club permits the member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club is not an investment in the Company or the Club Facilities and does not give a member a vested property or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement. All rights and privileges of members under this Membership Plan, the Rules and Regulations and the Membership Agreement, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time. The Club reserves the right, in its sole discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever, to add, issue, modify or terminate any type, category or class of membership, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions or membership or in the Club Facilities available for use by members.

NO PLEDGE OF MEMBERSHIPS

A member may not pledge or hypothecate the membership except to the extent the lien or security interest is incurred as a result of obtaining the membership privileges.

MEMBERSHIP AGREEMENT

APPLICATION PROCEDURE

Each person who desires to become a member must mail or deliver to The Club Membership Director a fully completed and signed Membership Agreement, along with a check or credit card authorization for the required membership deposit.

REVIEW OF MEMBERSHIP AGREEMENT

All applicants desiring a membership must be approved by the Club. The Club may require an interview with the Membership Director, and/or other designees of the Club. After receiving the Membership Agreement, the Club will determine whether the applicant has satisfied the relevant conditions of membership. In the event the Membership Agreement is not acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest.

RIGHTS GOVERNED BY MEMBERSHIP PLAN

The members of the Club agree to be bound by the terms and conditions of the Membership Plan and the Rules and Regulations of the Club, as amended from time to time, and irrevocably agree to fully substitute the membership privileges acquired pursuant to this membership Plan and Rules and regulations for any present or prior rights in or to use of the Club Facilities.

OTHER MEMBERSHIPS AND USE PRIVILEGES

COMPANY MEMBERSHIPS

The Club may issue Company Memberships in the Club to such persons as the Club determines appropriate from time to time. These Company Memberships will be available on such terms and conditions as the Club determines appropriate and will not count toward any membership limit. Company Members have the same privileges as Full Members and shall be subject to the same obligations. Payment of the initiation fee and dues for a Company membership will allow Company-designated persons the use of and access to the Club facilities, subject to the Golf Club Rules and Regulations. An authorized corporate or company officer shall designate a minimum of four (4) persons to utilize a Corporate Membership. For each person over the required minimum four persons designated by the Company, the Company will be charged an additional annual fee. Once said individuals are named by the corporation or company, they may be changed no more than once a year thereafter. Upon any permitted change of designation, the Club may charge a "Resignation Fee" which shall be paid before the new individual(s) may use the Club facilities. The Club shall require reasonable proof that the designated individuals under a Corporate Membership are employees or owners of the corporation or company.

HONORARY MEMBERSHIPS

The Club may issue Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time that may be recallable annually. These Honorary Memberships will be in addition to all other memberships and will be available on such terms and conditions and afford such privileges as the Club determines.

OUTSIDE PLAY

The Club may permit golf play and use of the dining facilities by members of the general public, upon payment of applicable fees. The Club may reserve tee times for non-members. Certain areas of the Club may be designated as member-only and will not be available to the public.

PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY

The 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 Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club will also have the right to permit prospective members and purchasers to use the Club facilities on such terms and conditions as may be determined from time to time by the Club. The Club reserves the right, in its sole and absolute discretion, to close the golf course, and to restrict, close, or to otherwise reserve in advance the Club Facilities for maintenance or repairs, tournament or group play, outings, employee play, and other special events from time to time. Tournaments, special events and the like will be scheduled so as not to materially impair enjoyment of the Club Facilities by members.

CLUB OPERATIONS

MANAGEMENT AND OPERATION

The Company will manage and operate The Club Facilities. As a result, 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 Club also reserves the right to engage a professional management company to operate The Club Facilities.

BOARD OF GOVERNORS

The Club may establish an advisory Board of Governors comprised of three to six members appointed by the Club whose purpose includes fostering good relations between the members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. The management of the Club shall meet with the Board of Governors on a periodic basis to discuss the operation of the Club Facilities. The Board of Governors shall have no duty or power to negotiate or otherwise act on behalf the Club, its management or the members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the members of the Club.

Dalton Ranch Golf Club



Rules and Regulations

January 1, 2016

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PREAMBLE

These Rules and Regulations for DALTON RANCH (the “Golf Club” or “Club”) are intended to be a guide to the use of the Club Facilities referred to in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these rules and Regulations refer to the Club taking action or having certain rights, the reference shall be to Cimarron Golf Partners, LLC, d/b/a The Bridges (the “Company”).

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. Certain areas of the Club may be designated as “member only” facilities. The Club reserves the right to close the golf course and clubhouse to hold promotional events and tournaments subject to the provisions of the Membership Plan.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by the state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club’s stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
10. It is contrary to the Club’s policy 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. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.
11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club’s furnishings or equipment which are not ordinarily available for use by members.
12. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by animal owned by the member or under the member’s control.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club

- or its employees must be in writing, signed and addressed to the Club Manager.
14. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
 15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
 16. Smoking will be permitted only in separate designated areas as required by City ordinance.
 17. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
 18. Firearms and weapons of any kind are not permitted on Club property at any time.
 19. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
 20. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the club in accordance with these Rules and Regulations.
 21. The personnel of the Club will have full authority to enforce these Rules and regulations and any infractions will be reported to the management of the Club.
 22. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

MEMBERSHIP CARDS

1. The Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children of members that under the age of twelve or over the age of 22. Members and their families must have their membership cards with them at all times while using the Club Facilities.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing an order.
4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.
5. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be cancelled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.
6. Each member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.
2. Members are required to maintain a valid credit card on file at all times, which will be billed for

dues, fees and other charges, as provided for in the Membership Agreement. Such charges will be billed on a monthly basis and members will receive a written statement of their charges which have been charged to their credit card.

3. All members agree to promptly pay directly to the Club any amounts not paid by the credit card company upon written notice from the Club to the member. If not paid within 10 days after written notice from the Club, a service charge of one and one-half percent per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full.
4. If the member fails to pay any amounts not paid by the credit card company within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileged in the Club at any time until the delinquent account is paid in full and/or charge the member's credit card on file with the Club for the amount owing. Continued delinquency by the member, may result in termination of membership in the Club.
5. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with membership.
6. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the club commences any legal action to collect any amount 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 such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

CONTACT INFORMATION

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the mailing address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.
2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of the Rules and Regulations.
3. The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Club Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
4. Special events and functions may be scheduled from time to time at the discretion of the Club.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Membership Office. A membership shall be deemed to have been resigned as of 30 days after the date the Club receives written notice of the member's resignation. Any member holding a membership that required a length of commitment may not resign their membership until the commitment has been satisfied.
2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.
2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.
3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any initiation fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
4. All membership privileges shall cease upon expulsion from the Club.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.
3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.
4. Any member, family 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, including without limitation, the use of golf carts, 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 and his or her family members and guests shall hold the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory board or committees (collectively, the "indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.
5. 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.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties or more than ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested not later than 3:00 p.m. on the day involved.
2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.
3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.
4. Reservations for dining will be held for only 15 minutes after the reserved time.
5. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

CHILDREN

1. Unless permitted by the Club, children under twelve years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Persons under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

General Attire – It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities.

Golf Attire – Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves and slacks, Bermuda shorts or blue jeans are considered appropriate attire. Tank tops, tee shirts, 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 or blue jeans are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with “soft spikes” or spikeless shoes must be worn by all golfers.

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 pro shop before starting play.

GUEST PRIVILEGES

1. Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests allowable for a member on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.
2. The Club reserves the right to determine from time to time the maximum number of times a particular guest may use the Club Facilities as a guest of a member during each membership year.
3. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.
4. Guest charges for any services will be charged against the sponsoring members' club account.
5. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the pro shop. Under no circumstances are players permitted to start play from residences.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.
5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
6. 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.
7. All tournament play must be approved in advance by the Golf Professional and the Club.
8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
9. Repair all ball marks on the green and divots.
10. Searching for balls other than those played by members of the group is not allowed on the course at any time.
11. Each player must have his or her own set of golf clubs.
12. Proper golf attire is required for all players, as previously described.
13. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
14. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time. However, during the winter months members may choose to walk on the carts paths only.
15. The use of cellular telephones is not permitted on the golf course at any time.
16. No beverage coolers are permitted on the course unless provided by the Club.
17. "Discontinued Play" Policy: less than three holes played – full 18 hole credit; less than 12 holes played – nine hole credit.
18. Twosomes may play at the discretion of the pro shop. 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.
19. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.
20. Singles shall not have priority on the golf course and shall be permitted to play only at the discretion of the pro shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
21. Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.

HOURS OF PLAY

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

GOLF STARTING TIMES

1. All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.
2. Starting times may be made in person or by phone during pro shop hours.
3. Starting time changes must be approved by the pro shop.
4. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time.
5. Members should notify the pro shop of any cancellation as soon as possible.

REGISTRATION

1. All members and guests must register in the pro shop before beginning play.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range, except in the area of the chipping green located next to the driving range tee.
5. Proper golf attire is required at all times on the practice range.
6. Ball shaggers are not permitted.
7. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. If golf carts are utilized, Club-owned golf carts will be permitted. Personal carts will be allowed on the course but are subject to a trail fee set by the club and must meet certain standards published by the club. If the personal cart does not meet these standards they may be disallowed to use this cart. Personal carts are restricted to those members of the club that reside in the Dalton Ranch P.D and the Cottonwoods P.D.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Obey all golf cart traffic signs.
7. Always use golf cart paths where provided.
8. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
9. Never drive a golf cart through a hazard.
10. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the

member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

11. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.
12. "Course closed" or "hole closed" signs are to be adhered to without exception.
13. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
14. No trailering or transporting of personal carts will be allowed.

HANDICAPS

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.
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 pro shop shall assist any members needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.

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. Here are some suggestions:

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 be deemed playing out of turn.
2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable, but reserve your extended conversations for the clubhouse.
4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to 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 move on.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you not holding your place on the course (see General Golf Rules), allow the players behind you to play through. Do the same if you stop to search for a lost ball.
7. The golf rangers will report slow play and all breaches of golf etiquette to the pro shop. Appropriate action will be taken by the pro shop personnel.

GENERAL FITNESS RULES

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined

from time to time.

2. Other rules, regulations and policies shall be set as the fitness facilities are completed. These rules, regulations and policies shall be provided as soon as available.

**MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH WHEN USING ANY CLUB FACILITY.
THE CLUB RESERVES THE RIGHT TO AMEND OR ADD TO THESE RULES AND REGULATIONS AS NECESSARY FOR THE BEST OPERATION OF THE CLUB FOR THE BENEFIT AND ENJOYMENT OF THE MEMBERSHIP.**

Dalton Ranch Golf Club Membership Application

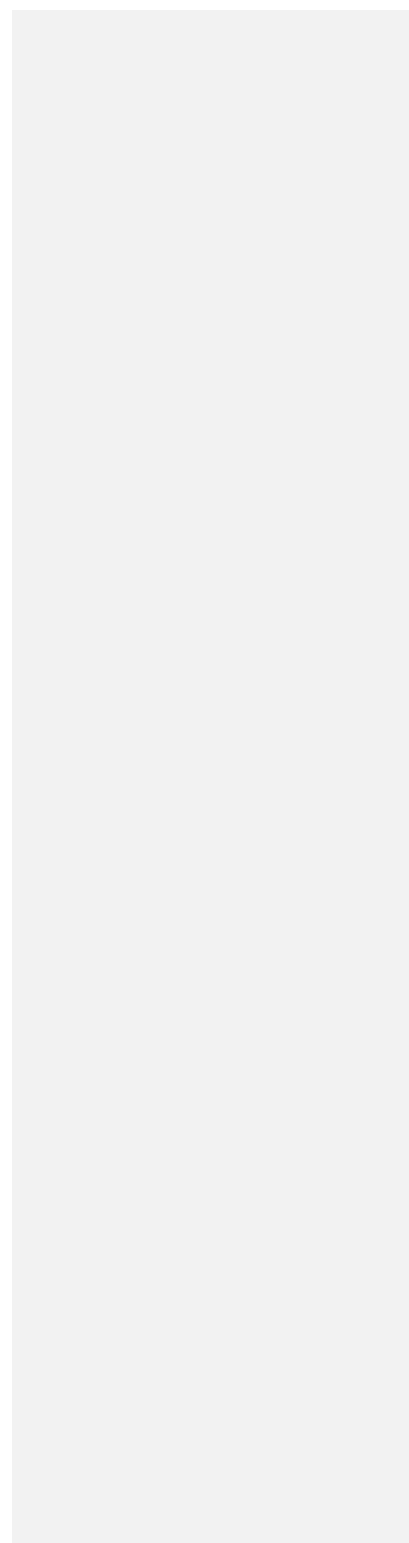
- Exec.Full Membership
- Jr.Exec. Full Membership

- Exec Social Membership
- Jr.Exec Social Membership

- Family
- Individual

Date Received: _____

Name:		Birthdate:
Spouse's Name:		Birthdate:
Dependent:		Birthdate:
Dependent:		Birthdate:
Dependent:		Birthdate:
Dependent:		Birthdate:
Where do we mail Statements : <input type="checkbox"/> via E-Mail <input type="checkbox"/> Home <input type="checkbox"/> Business		
Do you wish to receive club news via e-mail ? If yes, e-mail address :		
Home Address:		Home Phone:
City:	State:	Zip:
Business Name:		Position:
Business Address:		Business Phone:
City:	State:	Zip:
Other Club Affiliations:		
<i>Because Dalton Ranch members are allowed charging privileges, the following information is required:</i>		
Credit Card #	Signature(s) for Authorization of Payment:	
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX Expires: _____		
Credit Card #		
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX Expires: _____		



The Applicant has submitted with this application cash or a check made payable to Dalton Ranch Golf Club (DRGC) in the amount of:

Initiation Fee: \$ _____

Deposit: \$ _____

Balance Due (Due Date _____): \$ _____

1. The undersigned, ("Applicant"), hereby applies for membership in DRGC ("Club"). Applicant expressly acknowledges that the Club is owned, managed and operated by Cimarron Golf Partners LLC. DBA The Dalton Ranch Golf Club.

2. Applicant acknowledges receipt and acceptance of a copy of the current Club Rules and Regulations and Membership plan for DRGC ("Club Rules and Regulations/Membership plan") and agrees to be bound by all of the respective terms and conditions therein and any subsequent amendments thereof. Applicant further acknowledges that the Applicant has not relied upon any statements, oral or written, with respect to Club membership, other than statements contained in the Club Rules and Regulations and that no representation, oral or written, has been made by any agent of the Club with respect to any claimed monetary value of the membership. Applicant is aware that Club membership cannot be assigned or transferred other than as outlined in the Club Rules and Regulations.

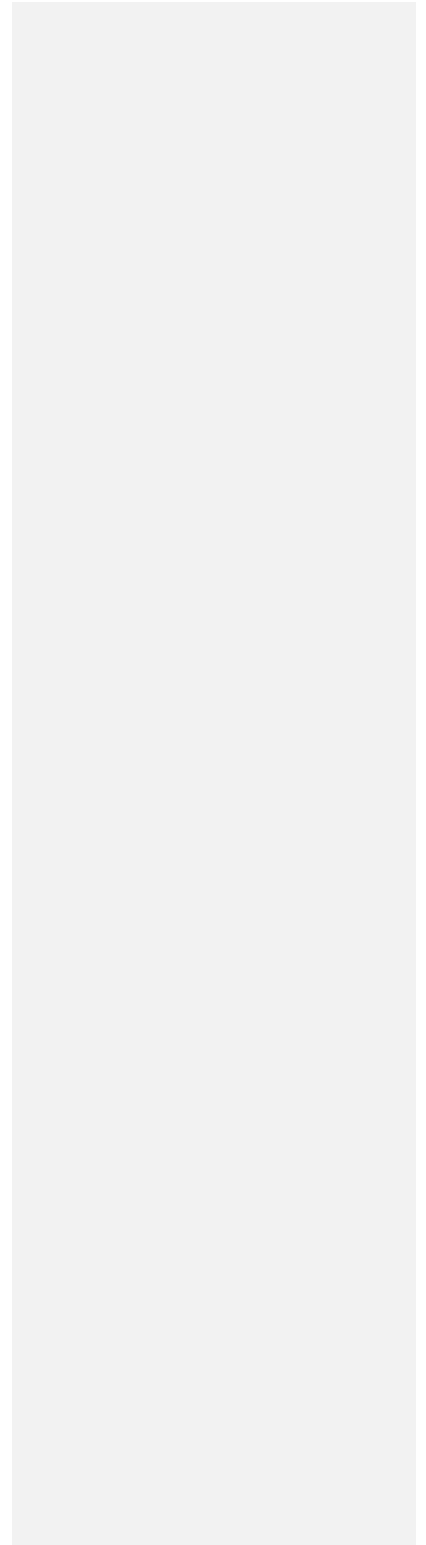
3. Membership privileges are subject to the limitations and conditions set forth in the Club Rules and Regulations and membership plan, including the provisions regarding termination of Club membership. If this Application is approved, all amounts paid for a membership are not refundable except as provided in the Club Rules and Regulations. Furthermore, the Applicant understands that the initiation fee may not be the same in the future as monies paid for their membership initiation fee. The Club is under no obligation to repay any monies to the Member for the difference in initiation fees.

4. This Application is irrevocable 3 days after delivery to the Club. In the event the Applicant is not approved for membership, the full amount submitted with this Application shall be promptly returned to the Applicant, without interest. No membership certificate or card shall be issued by the Club until this Application has been approved for Club membership and applicable fees and a deposit, if required, have been paid.

5. It is further understood and agreed that the Applicant is assuming no liabilities whatsoever in connection with this membership other than the payment of the sum set out above, and any applicable membership dues, and charges incurred by the Applicant, Applicant's family, and Applicant's guests in the use of the Club and that such membership does not confer upon me any ownership of Club Property or assets.

6. Any member, guest, or other person who, in any manner makes use of, or accepts the use of, apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in, any competition, game, function, contest, or any 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. All members understand that he or she is solely liable for any injury, damage or liability that may occur, and shall hold Dalton Ranch Golf Club and its Owners and affiliated including, without limitation, Cimarron Golf Partners LLC and the directors, officers, employees, representatives and agents of the Club and Cimarron Golf Partners LLC. 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 any director, officer, employee, representative or agent of Cimarron Golf Partners LLC. Or the Club. Any members shall have, owe, and perform the same obligation to the Club and Cimarron Golf Partners LLC. and the directors, officers, employees, representatives and agents of the Club and Cimarron

Golf Partners LLC. with respect to any such loss, cost, claim injury, damage or liability sustained or incurred by any guest of the member.



7. 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, in the case of damage by a guest, to the sponsoring member. Members using a golf cart will be held fully responsible for any and all damages, including personal injuries and damages to the golf cart, that are caused by the misuse of the golf cart by the members or their guests, and the members shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.

8. Applicant authorizes credit references to provide information to the Club for the purpose of verifying creditworthiness.

If applying for Family Membership, the signatures of both Applicant and Spouse are required below.

APPLICANT'S SIGNATURE: _____

SPOUSE'S SIGNATURE: _____

Please let us know how you heard of us. Thank you.

Referred by (name **ONE** member only): _____

Would you like to be included in the Member Directory?

Yes

No

Would you like to receive your Monthly Statements via email or paper statements in the mail?

E-Mail

Paper

Comments/Special Instructions: _____

Membership to be activated on: _____

Accepted this _____ day of _____, 20. _____

By _____ Club Manager

Membership Number Assigned

The Applicant has submitted with this application cash or a check made payable to Dalton Ranch Golf Club (DRGC) in the amount of:

Initiation Fee: \$ _____

Deposit: \$ _____

Balance Due (Due Date _____): \$ _____

9. The undersigned, ("Applicant"), hereby applies for membership in DRGC ("Club"). Applicant expressly acknowledges that the Club is owned, managed and operated by Cimarron Golf Partners LLC. DBA The Dalton Ranch Golf Club.

10. Applicant acknowledges receipt and acceptance of a copy of the current Club Rules and Regulations and Membership plan for DRGC ("Club Rules and Regulations/Membership plan") and agrees to be bound by all of the respective terms and conditions therein and any subsequent amendments thereof. Applicant further acknowledges that the Applicant has not relied upon any statements, oral or written, with respect to Club membership, other than statements contained in the Club Rules and Regulations and that no representation, oral or written, has been made by any agent of the Club with respect to any claimed monetary value of the membership. Applicant is aware that Club membership cannot be assigned or transferred other than as outlined in the Club Rules and Regulations.

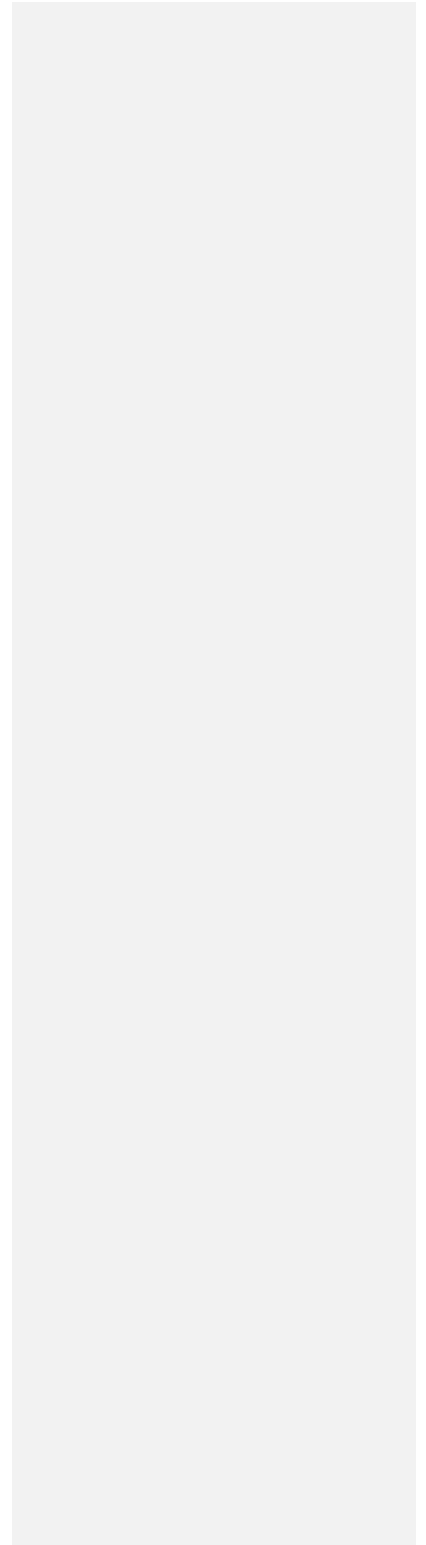
11. Membership privileges are subject to the limitations and conditions set forth in the Club Rules and Regulations and membership plan, including the provisions regarding termination of Club membership. If this Application is approved, all amounts paid for a membership are not refundable except as provided in the Club Rules and Regulations. Furthermore, the Applicant understands that the initiation fee may not be the same in the future as monies paid for their membership initiation fee. The Club is under no obligation to repay any monies to the Member for the difference in initiation fees.

12. This Application is irrevocable 3 days after delivery to the Club. In the event the Applicant is not approved for membership, the full amount submitted with this Application shall be promptly returned to the Applicant, without interest. No membership certificate or card shall be issued by the Club until this Application has been approved for Club membership and applicable fees and a deposit, if required, have been paid.

13. It is further understood and agreed that the Applicant is assuming no liabilities whatsoever in connection with this membership other than the payment of the sum set out above, and any applicable membership dues, and charges incurred by the Applicant, Applicant's family, and Applicant's guests in the use of the Club and that such membership does not confer upon me any ownership of Club Property or assets.

14. Any member, guest, or other person who, in any manner makes use of, or accepts the use of, apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in, any competition, game, function, contest, or any 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. All members understand that he or she is solely liable for any injury, damage or liability that may occur, and shall hold Dalton Ranch Golf Club and its Owners and affiliated including, without limitation, Cimarron Golf Partners LLC and the directors, officers, employees, representatives and agents of the Club and Cimarron Golf Partners LLC. 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 any director, officer, employee, representative or agent of Cimarron Golf Partners LLC. Or the Club. Any members shall have, owe, and perform the same obligation to the Club and Cimarron Golf Partners LLC. and the directors, officers, employees, representatives and agents of the Club and Cimarron

Golf Partners LLC. with respect to any such loss, cost, claim injury, damage or liability sustained or incurred by any guest of the member.



15. 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, in the case of damage by a guest, to the sponsoring member. Members using a golf cart will be held fully responsible for any and all damages, including personal injuries and damages to the golf cart, that are caused by the misuse of the golf cart by the members or their guests, and the members shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.

16. Applicant authorizes credit references to provide information to the Club for the purpose of verifying creditworthiness.

If applying for Family Membership, the signatures of both Applicant and Spouse are required below.

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SPOUSE'S SIGNATURE: _____

Please let us know how you heard of us. Thank you.

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Would you like to be included in the Member Directory?

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Would you like to receive your Monthly Statements via email or paper statements in the mail?

E-Mail

Paper

Comments/Special Instructions: _____

Membership to be activated on: _____

Accepted this _____ day of _____, 20. _____

By _____ Club Manager

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