Rio Grande Club & Resort Rules & Regulations



Table of Contents

| REGULATIONS | |
|-------------------------------------|----|
| Membership Cards | |
| Guest Privileges | |
| Day Guests | |
| Attire | |
| Club Services & Activities | |
| Reservations & Cancellations | |
| Children | |
| Property Damage & Personal Injury | |
| Discipline | |
| Resignation of Membership | |
| Gratuities | |
| Member Dues & Charges | |
| Mailing Address & Notices | |
| Membership Correspondence | 8 |
| RULES | 9 |
| General Club Rules | 9 |
| Golf Rules | 10 |
| Hours of Play | 12 |
| Starting Times | 12 |
| Registration | 13 |
| Practice Areas | 13 |
| Golf Cart Rules | 14 |
| Private Golf Cart Rules | 15 |
| Handicaps | 16 |
| Golf Course Etiquette | 17 |
| General Tennis and Pickleball Rules | 17 |
| General Pool Rules | 18 |
| Steam Room | 19 |
| Locker Room Facilities | 20 |
| All Services | 20 |
| General Fitness Rules | 21 |
| Fishing Rules | 22 |
| River Lodge Rules | |
| CONTACT | 23 |

PREAMBLE

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. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion.

REGULATIONS

Membership Cards

- A membership card with photo identification indicating a Club account number, the type of membership and expiration date will be issued to each member as well as the members of his or her family eligible for membership privileges.
- 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. Membership cards will be mailed to the member at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.
- 4. In the event of a lost or stolen membership card, the Club must be notified immediately. The account will be cancelled and placed on "call security". 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. For each new membership card replaced, a charge covering the cost of the replacement card and administrative fees will be placed on the member's Club account.

Guest Privileges

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 a member may have at the Club on any given day or over the course of a membership year and the number of times a particular guest may use the Club Facilities in any given membership year. 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. A particular guest may not use the tennis courts, pool, fitness center, fishing access on the private section of the Rio Grande River and the golf course more than five times per year per amenity, regardless of whether the guest is sponsored by more than one member, unless approved by the General Manager. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. All guests shall be day guests.

Day Guests

- 1. The Club reserves the right to determine from time to time the maximum number of times a particular day guest may use the Club Facilities as a guest of a member during each membership year.
- 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.

- 3. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.
- 4. Members may sponsor up to four guests per day to use the golf course subject to the appropriate daily fees sponsored groups greater than four must have prior approval from the Club General Manager.
- 5. Golf guests sponsored on a gratis golf day will not receive a rain check.
- 6. Guest charges for any services not paid for in cash will be charged against the sponsoring member's Club account.
- 7. Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
- 8. The sponsoring member shall be responsible for all charges incurred by the guest(s). 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.

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 dress requirements. Shirts and shoes are required on the premises of the Club Facilities other than in the locker and pool areas.

Club Services & Activities

- 1. 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.
- 2. 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 décor. 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.
- 3. Special events and functions may be scheduled from time to time at the discretion of the Club.

Reservations & Cancellations

Dinner reservations may be required from time to time. 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. For a
party of 16 or more, a 24-hour notice is requested and a set menu should be arranged whenever
possible. The courtesy of providing notice of necessary changes or cancellations is requested no later
than 3:00 p.m. on the day involved.

- 2. Reservations are required for most activities of the Club and are taken on a first-come, first served basis by pre-registering with the appropriate personnel of the Club. Tables shall be assigned on a first-come, first-served basis for all functions held in the dining rooms of the Club. Reservations for dining shall be held for 15 minutes after the reserved time.
- 3. Reservations for banquets should be made at least three weeks in advance. All members must conform to the deposit schedule for reservations. A nonrefundable deposit may be required for a banquet reservation.
- 4. Failure to cancel special event reservations may result in a charge to the member's Club account which shall be determined by the Club.
- 5. The dining and special event reservation policies shall be determined by the Club.
- 6. No member shall plan or set dates for dining room activities without prior approval of the Club General Manager.

Children

Members are responsible for the conduct and safety of their children and their children's guests. Children under 10 years of age are permitted to use the Club Facilities only if accompanied or supervised by an adult. Children under 16 years of age are not permitted to use the locker rooms unless accompanied by an adult. Children under 16 years of age, including infants, are not permitted in the fitness facilities without adult supervision. Children must be 16 years of age with a valid driver's license to operate a golf cart.

Property Damage & 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 one year 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. 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.
- 3. 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 Rio Grande Club & Resort (the "Club"), RGC Properties, LLC (the "Owner & Operator"), its affiliates, and their respective shareholders, partners, directors, officers, managers, members, employees, representatives, agents and members of the Club's Board

of Advisors 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 therefrom, 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.

4. 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.

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, terminate a member for improper conduct or 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 a member's conduct or the conduct of his or her family or guest is improper, the Club may terminate the membership, 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 may on account of any restriction or suspension be entitled to any refund of any membership deposit, 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. Any member who has been terminated for improper conduct shall forfeit all membership rights and privileges to the club.

Resignation of Membership

 A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation as long as unpaid dues, fees and other charges are paid in full.

Gratuities

- 1. For the convenience of all members, a gratuity percentage, as determined by the Club, shall be added to all food and beverage sales. A member may increase or decrease the gratuity percentage by signing the ticket invoice and including the amount of gratuity the member deemed appropriate.
- 2. It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the membership with an opportunity to show appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.
- 3. No tipping is permitted, with the exception of golf bag boys/girls, beverage cart operators, valet parking attendants and locker room attendants.

Member Dues & Charges

- 1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.
- 2. A member is entitled to credit and charge privileges at the Club so long as his or her membership is in good standing. Members may choose to pay their monthly dues and charges on the 1st of each month with a personal credit card to be on file with the Club.
- 3. All charges for purchases and services at the Club shall be charged to the member's account with the Club. Dues, fees and charges shall be paid to the Club by the 15th of the month in which the statement is issued.
- 4. Members will receive a written statement of their balance of annual dues, fees and charges, which have been charged to their account. All members agree to promptly pay directly to the Club any amounts on their account. If not paid within 15 days, a service charge of one and one-half percent per month (but not to exceed the maximum amount permitted by law) shall be charged on the outstanding balance.
- 5. If a member fails to pay any Club account within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 60 days from the date a Club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.

- 6. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's terminating membership, the member making payment shall be reinstated as a member in good standing.
- 7. 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 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.
- 8. The Club reserves the right to impose a food and beverage minimum.

Mailing Address & Notices

- 1. Each member shall be responsible for notifying the Club, in writing, of his or her mailing address and any changes thereto, to which the member wishes all notices and invoices from the Club to be sent. A member shall be held to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an 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 these Rules and Regulations.

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. Members should send all correspondence to the Club to:

Rio Grande Club & Resort 0285 Rio Grande Trail South Fork, CO 81154 (719) 873-1995 info@riograndeclubandresort.com

RULES

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. The Club reserves the right to close the golf course and clubhouse and other Club Facilities to hold weddings, private functions and 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 shall not be served or sold, nor permitted to be consumed, on the Club Facilities during hours prohibited by law. Alcoholic beverages shall not be sold or served to any person not permitted to purchase the same under the laws of the State of Colorado or be sold for off-premises consumption. All alcoholic beverages consumed or otherwise possessed on the Club Facilities must be purchased at the Club.
- 6. All food and beverages consumed on the Club Facilities must be furnished by the Club, as it is a State of Colorado Health Code violation to allow outside food or beverage.
- 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. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes.
- 9. It is contrary to the Club's policy to have its facilities used for functions or 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.
- 10. 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.
- 11. 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 an animal owned by the member or under the member's control.
- 12. Any 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.
- 13. 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.
- 14. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Violators may be towed at the owner's expense.
- 15. Smoking is permitted outside in designated areas. Cigar and pipe smoking are not permitted in the dining and grille areas, or any Club Facilities.
- 16. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
- 17. Firearms and all other weapons of any kind are not permitted on Club property at any time.
- 18. Motorcycles, mini-bikes, ATV's, bicycles, skateboards, joggers and walkers are not permitted on golf course and cart paths.
- 19. 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.
- 20. 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.
- 21. 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.

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 where modified by any of the rules herein.
- 2. "Cutting-in" is not permitted at any time. All players must register with the golf shop or starter. 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. If a foursome or other group of players fails to keep their place on the course and loses more than one clear hole on the players ahead, the group must allow the following group to play through. Do

the same when you stop to search for a lost ball. No more than five minutes may be used to search for lost balls.

- 5. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the golf shop or starter to resume play.
- 6. All tournament play must be approved in advance by the Golf Professional.
- 7. Enter and leave bunkers at the nearest level point to the green. Smooth sand over with a rake upon leaving.
- 8. Repair all ball marks on the green.
- 9. Repair all divots with sand / seed mix provided on all golf carts and par three tees.
- 10. Ball hawking is not allowed on the course at any time.
- 11. Golf Rangers may be on duty to help regulate play and enforce golf cart regulations. The Golf Rangers have full authority on the golf course to enforce all rules and speed of play.
- 12. Each player must have their own set of golf clubs.
- 13. Proper golf attire is required for all players. Members are expected to insure that their guests and family members adhere to acceptable golf attire:

| | Acceptable: | Not Acceptable: |
|--------|---|---|
| Men: | Shirts with collars and sleeves, slacks, jeans and golf shorts up to four inches above the knee are appropriate attire. | Tank tops, fishnet tops, cut-off's jams, sweat pants, bathing suits, or other athletic shorts more than four inches above the knee are not permitted. |
| Women: | Dress, skirts, slacks, golf shorts and blouses are considered appropriate attire. | Halter tops, fishnet tops, bathing suits, sweat pants, tennis dresses or athletic shorts are not permitted. |
| Shoes: | Appropriate golf shoes or approved shoes are required on the golf course and practice areas. | Use of shoes other than golf shoes must be approved by the Golf Professional. Football spikes and metal golf spikes are not permitted. |

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 golf shop before starting play. Any misuse or disregard of these rules may cause privileges to be suspended.

- 14. If lightening is in the area, all play shall cease the Rio Grande Club & Resort does not have a lightning warning siren and it is each players responsibility to seek shelter at the clubhouse or closest lightning shelters located throughout the golf course on holes #6, #13 and #17.
- 15. The Club may close the golf course to play whenever the grounds could be damaged by play, for adverse weather conditions or for maintenance purposes.
- 16. Jogging, bicycling, snowmobiling, skateboarding or recreational walking is not permitted on the golf course or cart paths. Cross-country skiing and snowshoeing is permitted on designated trails only.
- 17. "Discontinued Play" Policy: less than four holes played, full 18-hole credit; less than ten holes played, nine-hole credit.
- 18. Twosomes may play at the discretion of the Golf Professional. 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 may be grouped with other players, if available, at the discretion of the Golf Professional.
- 20. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Professional.
- 21. Groups of five or more players shall only be permitted on the golf course with the permission of the Golf Professional.
- 22. Lessons by unauthorized professionals are prohibited.
- 23. Non-members may play five 18 hole rounds as a guest of a Golf member during the calendar year, unless otherwise approved by the General Manager.
- 24. Golf members are eligible to participate with and join the Club Men's and Ladies Golf Associations, all MGA and LGA rights, rules and regulations will be governed by the MGA and LGA.

Hours of Play

The hours of play and golf shop hours shall be posted in the golf shop. The golf course superintendent is authorized to determine when the golf course is suitable for play. His decision shall be final. In his absence, the Golf Professional shall make this decision.

Starting Times

- 1. All players must have a starting time reserved by phone or in person through the golf shop or by using the reservation system on the Club's internet site. The staff shall assign the starting time depending on availability.
- 2. The member receiving a tee time must give their name and membership number and the names of the members of their group at the time of reservation.

- 3. Starting time changes must be approved by the golf shop.
- 4. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee determined by the Club.
- 5. Please notify the golf shop of any cancellations as soon as possible.
- 6. Twosomes and singles will be grouped with other players, if available and, if necessary, at starting times determined by the Golf Staff. Singles may not reserve starting times.
- 7. Double tee starting times may be in effect.
- 8. No one is allowed to start play on the tenth tee without prior approval of the golf shop or golf starter.
- 9. The golf sign-up privileges for members are as follows:

| Membership Category | Sign-up Privilege |
|----------------------------|-------------------|
| Golf Members | 30-Days |
| Sports and Angling Members | 14-Days |
| Social Members | 7-Days |
| Public | 5-Days |
| | |

Registration

- 1. All members and guests must register in the golf shop before beginning play.
- 2. Failure to check in and register ten minutes prior to a reserved starting time may cause cancellation or set back.
- 3. Players late for their starting time will lose their right to the starting time and shall begin play only at the discretion of the golf shop or starter.

Practice Areas

- 1. The practice areas are open during normal operating hours as posted in the golf shop and on the practice areas. At varying times throughout the year, the practice areas shall be closed for general maintenance.
- 2. Range balls are for use on the practice areas only. Range balls are not permitted to be used on the golf course.
- 3. Private practice balls are not permitted.
- 4. Balls must be hit from designated areas only. No hitting from the rough or sides of the range.
- 5. Proper golf attire is required at all times on the practice areas.

- 6. Handbag ball shaggers are not permitted on the practice areas.
- 7. Lessons by unauthorized professionals are prohibited on the practice areas.

Golf Cart Rules

- 1. The use of golf carts is mandatory.
- 2. Golf carts may only be used on the golf course when the course is open for play. Club golf carts are not to be driven to residences at any time and carts are not permitted in the parking lot.
- 3. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignments and registration in the golf shop.
- 4. Each operator of a golf cart must be at least 16 years of age and have 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, especially near tees and greens. Use the 90-degree rule when in effect and cross fairways only at right angles. Players are required to remain on golf cart paths, without exception, on Par 3 holes and hole #11.
- 8. Except on golf cart paths, do not drive a cart within 30 feet of a green, a tee or a bunker.
- 9. Never drive a golf cart through a hazard.
- 10. Be careful to avoid soft areas on fairways, especially after rains. Use the short bluegrass rough wherever possible.
- 11. Operation of a golf cart is at the risk of the operator. Persons who are legally intoxicated or appear to be so may not operate a golf cart. Cost of the repair to a golf cart which is damaged by a member or family member shall be charged to the member or, in the case of damage by a guest, to the guest and the member.
- 12. When the "carts in rough only no crossovers" or "carts on paths only" signs are posted, they must be strictly followed.
- 13. When a "carts in rough only" (without "no crossover" restriction) sign is posted, crossover may be made once on any hole.
- 14. "Course closed" or "hole closed" signs are to be adhered to without exception.
- 15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
- 16. No off site / non-South Fork Ranches private golf carts will be allowed on the golf course at any time.

17. Residents of South Fork Ranches are allowed to own private golf carts, which must be purchased and approved through the Club.

Private Golf Cart Rules

The following rules and regulations apply to the operation of privately owned carts of members who own a home in South Fork Ranches:

- Private golf carts are permitted in South Fork Ranches subject to the rules and regulations established by the Club from time to time. The right to use a private golf cart is a non-transferable and nonassignable personal right. Private golf carts may be used by persons who own a home in South Fork Ranches.
- Private golf carts must be annually approved by the Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Club. Routine maintenance is required on privately owned golf carts and is the cart owner's responsibility.
- 3. The Club may establish from time to time the safety specifications that all privately owned carts must meet. All privately owned golf carts must include a rearview mirror, reflectorized warning devices in both the front and rear of the golf cart and any other safety equipment required by the Club from time to time.
- 4. The personalization of private golf carts, such as names and logos, shall not be permitted. All private golf carts shall be four-wheeled, electrically powered and must conform with the Club's specifications for design, color, model and manufacture, unless otherwise expressly permitted by the Club.
- 5. All golf cart owners agree to comply with the rules and regulations established by the Club as they may be amended from time to time.
- 6. Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players.
- 7. Individuals riding in a privately owned golf cart will be required to pay the Club a cart rider fee when playing golf.
- 8. All cart owners must store their golf cart in a garage serving their home or in other areas specifically designated by the Board of Directors of the South Fork Ranches Homeowners Association as an approved golf cart parking area. No golf cart shall be placed, parked or stored on the lawn or driveway of any home.
- 9. All golf cart owners shall be required to sign a release of liability and "Hold Harmless Agreement" agreeing to hold the Club, its owner, directors, managers, board members, the homeowners associations and affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.
- 10. Each year a resident using a private golf cart shall be required to provide the Club with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Club form time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to

time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to the Club.

- 11. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify Club management and the appropriate law enforcement agency.
- 12. Golf carts may only be used during daylight hours.
- 13. Private golf carts are only permitted to be used on or in the South Fork Ranches property or Rio Grande Club & Resort Club property upon the execution of a private golf cart agreement with the Club.
- 14. An identification number and a yearly decal may be issued to private golf cart owners upon the signing of a private golf cart agreement and providing of a certificate of insurance to the Club. Annual decals should be placed on the front of the golf cart in clear view.
- 15. Residents using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.
- 16. These private golf cart rules and regulations may be amended or expanded, from time to time, at the sole discretion of the Club.
- 17. Violations of these rules and regulations may result in the revocation of private golf cart privileges.
- 18. Coolers are not permitted on golf carts, unless provided by the Club.
- 19. Outside food and beverages are not permitted on private golf carts or on the golf course.
- 20. Operation of a golf cart is at the risk of the operator. Persons who are legally intoxicated or appear to be so may not operate a golf cart.

Handicaps

- 1. Handicaps are computed under the supervision of the Golf Professional in accordance with the current U.S.G.A. GHIN Handicap System and a Handicap fee will be billed annually through the Club.
- 2. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf Professional shall determine if there are violations by members in turning in their scores.
- 3. To be eligible for prizes at special events, a participant must have proof of an approved U.S.G.A. handicap.
- 4. All members with a U.S.G.A. approved handicap may participate in club tournaments. All handicaps submitted may be reviewed by the Golf Professional.
- 5. To establish a handicap, a member must have turned in a minimum of five scores. Members are responsible for turning in all their scores on a daily basis. The Golf Professional has the authority to

adjust the handicap of any member failing to turn in a score. The golf shop shall assist members with the posting procedures.

Golf Course Etiquette

Persons using the golf course should do their part to make a round of golf at Rio Grande Club & Resort a pleasant experience for everyone. Here are a few suggestions:

- 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 the player to indicate to another player to play, which should not 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. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save about one-half hour per round. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.
- 4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while others in your group are playing from the next tee.
- 5. If you are not holding your place on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.
- 6. The Golf Rangers shall report slow play and all breaches of golf etiquette to the Golf Professional.

General Tennis & Pickleball Rules

- The Rules of Tennis of the U.S.T.A. and the Rules of Pickleball of the I.F.P. shall apply at all times, except when in conflict with the local rules or with any of the rules herein. Court reservations may be made by phoning the golf shop. The member receiving a court time must give their name and membership number and the names of the members of their group. No standing reservations will be accepted.
- All players must check in and register at the golf shop ten minutes prior to their court time or the
 court will be released to the first name on the waiting list. Members and guests shall present their
 cards at registration.
- 3. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee determined by the Club, from time to time.
- 4. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.

- 5. Singles may each play on a court for 75 minutes and double may play on a court for 90 minutes, except for certain times designated by the Tennis Pro.
- 6. Proper tennis attire as determined by the Tennis Pro is required at all times.
- 7. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the courts.
- 8. Proper tennis & pickleball etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must not be left on the courts.
- 9. Use of the tennis and pickleball courts shall be subject to the control of the golf shop at all times. The golf shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations or due to adverse weather conditions.
- 10. Non-members may play tennis or pickleball 5 times as a guest of a Golf, Sport & Angling or Social member during the calendar year.

General Pool Rules

- 1. Use of the pools at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the pool attendant immediately.
- 2. Everyone wishing to use the pool facilities must first register with the pool attendant before entering the pools. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
- 3. Children 12 years and younger must be accompanied and supervised by an adult at all times.
- 4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.
- 5. Children must be three years of age and toilet trained to use the adult pool. Children wearing diapers are not permitted in any pool.
- 6. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.
- 7. Showers are required before entering the pools.
- 8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
- 9. Food is allowed only in designated area of the pool facilities.
- 10. All swimmers must wear bona fide swimming attire. Cut-offs and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in

- the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool areas.
- 11. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.
- 12. Animals, bicycles, skateboards, and coolers are not permitted in the pool areas.
- 13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
- 14. Running and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
- 15. Diving is not permitted at the pool.
- 16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction.
- 17. Throwing, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
- 18. Swimming parties may be arranged through the Club in advance of the occasion.
- 19. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
- 20. All persons using the pool areas are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
- 21. Smoking is permitted only in designated sections of the pool area.
- 22. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.
- 23. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
- 24. Non-members may enjoy the pool facilities 5 times as a guest of a Golf, Sport & Angling or Social members during the calendar year, unless otherwise approved by the General Manager.

Steam Room

1. Consult your physician before using the steam treatment room. This treatment will produce moist steam heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the

- treatment room for more than five minutes at any one time. Pregnant women should not use the whirlpool Jacuzzi, steam room or other facilities that would elevate the core body temperature.
- 2. Never use a steam treatment when you are under the influence of alcohol or narcotics or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.
- 3. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use the steam room.
- 4. Never go into a steam treatment on a full stomach. Wait two hours after a heavy meal before using a steam treatment.
- 5. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A STEAM TREAMENT. Rest and cool down allow your pulse to return as close as possible to your resting rate before entering either facility.
- 6. No cups, magazines or newspapers are permitted inside the steam room.
- 7. For sanitary reasons, no shaving or paper cups are permitted in the steam room.

Locker Room Facilities

- 1. Day locker rentals may be 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.
- 2. Private lockers are available on an annual basis, with annual locker fees as established by the club from time to time full lockers for Golf Members, ½ lockers for Sport & Angling Members
- 3. We recommend you not bring valuables into the fitness center or locker rooms. Each person entering the fitness center or locker rooms assumes liability for the loss of any items stored in a locker.
- 4. For members' convenience, robes, slippers and towels are available in the men's and women's locker rooms. The removal of these items from the Club premises shall subject the member, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.
- 5. For fire safety reasons, all clothing and personal articles must be stored in a locker in the locker rooms and not in the fitness center.

All Services

- 1. Appointment cancellations must be made eight hours in advance or you will be billed 100% for the service.
- 2. We ask that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.
- 3. For your convenience, a gratuity may be added to the charge for each treatment.

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. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
- 3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
- 4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss of responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
- 5. All exercise classes and class times shall be determined by the club, and may be changed from time to time. Personal exercise trainers not employed by the club are not permitted to conduct personal exercise training programs, unless approved by the General Manager.
- 6. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
- 7. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
- 8. All members and their guests must sign in at the fitness center.
- 9. Guest fees will be charged for use of the fitness facilities and the member's account will be billed.
- 10. All weights and pieces of equipment must be returned to their proper places at the completion of use.
- 11. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants. Only aerobic or tennis shoes may be worn at the fitness facility.
- 12. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
- 13. Smoking and alcoholic beverages are prohibited at the fitness center. No outside food or drink may be brought onto the premises.
- 14. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
- 15. No bare feet are allowed outside of the stream and sauna treatment areas.

- 16. No clothing or personal articles may be stored under benches in the locker rooms or fitness center.
- 17. Children under 16 years of age are not permitted to use the fitness center unless accompanied or supervised by an adult.
- 18. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness center are strictly prohibited.
- 19. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
- 20. All jewelry must be removed prior to exercising.

Fishing Rules

- 1. The rules for Gold Medal Waters as established by the Colorado Division of Wildlife are incorporated herein by reference. Members are required to abide by these rules.
- 2. Members must observe all state and local laws concerning river and fishing activities.
- 3. Members, Guests and temporary members are required to pick up angling lanyards from the Club business office and the lanyards are to be worn at all times and visible while fishing on the Rio Grande river and Alder Creek.
- 4. A fishing license is required for persons 17 years or older who desire to fish at the Club in accordance with Colorado laws and regulations. Fishing licenses are available from the Colorado Division of Wildlife.
- 5. Children under 17 years of age are not required to obtain a fishing license.
- 6. A licensed angler does not need to accompany a youth.
- 7. No fishing license is transferable.
- 8. The fishing season in Colorado is open year round from January 1 through December 31.
- 9. Fish removed from #18 pond may be kept, as determined by the Club from time to time.
- 10. In accordance with Gold Metal Waters, anglers must catch and release all fish caught on the Rio Grande River.
- 11. Fish must be released immediately into the same water where it was caught.
- 12. Anyone fishing with a second rod must have a second rod stamp attached to their fishing license or conservation certificate. A second rod stamp allows fishing with no more than two rods, hand lines or tip-ups. Anyone fishing with a second rod stamp must obey the same bag and possession limit as a single rod angler. The second rod stamps are nontransferable.
- 13. Proper fishing etiquette should be observed at all times. Remember that your activities may affect other fishermen.

- 14. Safety precautions must be observed when fishing. All persons who fish at the Club do so at their own risk. The Club is not responsible for the safety of members and their guests during fishing and river activities.
- 15. Alder Creek is a private common area for the South Fork Ranches Home Owners and is designated catch & release only.

Fishing Lodge Rules

- 1. Booking the Fishing Lodge for Private Parties is a Golf and Sport & Angling amenity. All Applicable usage fees, deposits, and Terms of Usage apply.
- 2. The Fishing Lodge Parking lot is open to Club Member parking and Resort Guests with proper credentials when accessing the Rio Grande River for fishing.
- 3. All food and beverage consumed in the Fishing Lodge must be purchased through the Club Event Coordinator, no outside food or beverage is allowed.
- 4. Extended family members must be accompanied by a member.
- 5. Guests must be accompanied by a member.
- 6. Children under the age of 21 must be accompanied by an adult member and children must be supervised by an adult member at all times.
- 7. Swimming in the Rio Grande river is prohibited and members, family and guests enter the river at their own risk. No Chaperone or Life Guard shall be provided by the Club.
- 8. Fishing along the Rio Grande River is not recommended after consuming alcohol.
- 9. Members, family and guests must be 21 years of age to consume alcoholic beverages on Rio Grande Club & Resort property, including the Fishing Lodge.
- 10. Pets are not allowed in the Fishing Lodge.

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