

# Montgomery Country Club Bylaws



**Revised January 14th, 2015**

Montgomery Country Club  
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[www.montgomerycc.com](http://www.montgomerycc.com)

[Eagle Golf Management](#)

Contents  
Club Rules and Regulations

Article I/Name and Organization.....	1
Section 1: Name and Ownership.....	1
Section 2: Definitions .....	1
Section 3: Rules and Regulations .....	1
Article II/Membership .....	1
Section 1: General.....	1
Section 2: Eligibility .....	1
Section 3: Privileges and Use of Membership.....	2
Section 4: Categories .....	2
Section 5: Status Change of Membership.....	9
Section 6: Resignation .....	9
Section 7: Reinstatement.....	9
Section 8: Change in Family Status .....	10
Section 9: Suspension .....	10
Section 10: Right to Repurchase Membership.....	10
Article III/Fees Dues and Charges .....	11
Section 1: Membership Initiation Fees .....	11
Section 2: Dues .....	11
Section 3: Pro-ration .....	11
Section 4: Charges .....	11
Section 5: Guest Fees.....	11
Section 6: Liability for Charges.....	12
Section 7: Payment of Dues and Charges .....	12
Section 8: Non-Payment of Dues and Charges.....	12
Section 9: Credits.....	12
Section 10: Attorney's and Collection Fees.....	12
Article IV/Use of Facilities .....	12
Section 1: Guest Privileges .....	12
Section 2: Liability.....	13
Section 3: Use of Golf Carts .....	13
Section 4: Non-Member Play.....	13
Section 5: General Release .....	13
Article V/Administration .....	14
Section 1: Agency.....	14
Section 2: Amendments: Administrative Rules and Regulations .....	14
Section 3: Oral Representation .....	14
Section 4: Acceptance and Indemnification .....	14

Article VI/Member Council .....	15
Section 1: Purpose.....	15
Section 2: Preamble .....	15
Section 3: Membership Right to Vote and Hold Office .....	15
Section 4: Council Authority .....	15
Section 5: Council Structure and Administration .....	16
Section 6: Election of Officers.....	16
Section 7: President.....	16
Section 8: Vice President .....	16
Section 9: Secretary .....	16
Section 10: Treasurer .....	16
Section 11: Executive Committee.....	17
Section 12: Council Meetings.....	17
Section 13: Special Meetings.....	17
Section 14: Council Quorum .....	17
Section 15: Meeting Minutes .....	17
Section 16: Vacancies.....	17
Section 17: Removal for Cause.....	18
Section 18: Attendance .....	18
Section 19: Golf Committee .....	18
Section 20: Standing Committees.....	18
Section 21: Committee on Social Activities .....	18
Section 22: Tournament Committee for Mixed Events .....	19
Section 23: Green/Rules Committee.....	19
Section 24: Handicap Committee .....	19
Section 25: Other Committees .....	20
Section 26: Nominating Committee.....	20
Section 27: Nomination by Membership .....	20
Section 28: Elections and Election Announcements .....	21
Section 29: Member Misconduct .....	21
Section 30: Notice to Member .....	21
Section 31: Amendments to Charter and Bylaws .....	21
Section 32: Liquidation of the Council .....	21

Golf  
Rules and Regulations

Article I/General Rules .....	22
Section 1: Management of the Golf Course.....	22
Section 2: Hours of Play .....	22
Section 3: Registering.....	22
Section 4: Starting.....	22
Section 5: Rules of Play.....	22
Section 6: Speed of Play .....	23
Section 7: Practice and Lessons .....	23
Section 8: Practice Range Policy .....	23
Section 9: Closing of the Golf Course or Practice Range.....	23
Section 10: Blue Flag Policy.....	24
Section 11: Refusal of Privileges .....	24
Section 12: Personal Property .....	24
Section 13: Dress Code.....	24
Section 14: Guests.....(updated January 2015).....	25
Section 15: Operation of Golf Carts .....	25
Section 16: Schedule of Play .....	26
Section 17: Rules of Golf Etiquette .....	26
Section 18: Liability for Personal Injury of Property Damage .....	27

Clubhouse  
Rules and Regulations

Article I/General Rules .....	29
Section 1: Rules of Conduct .....	29
Section 2: Rules of Operation.....	29
Section 3: Reservations.....	29
Section 4: Attire, Grooming and Conduct .....	29
Section 5: Guests.....	30
Section 6: Minors.....	30
Section 7: Food and Beverage .....	30
Section 8: Lockers and Club Storage.....	31
Section 9: Parking.....	31
Section 10: Animals.....	32
Section 11: Complaints and Grievances .....	32
Section 12: Charge Privileges.....	32
Section 13: Solicitations .....	32
Section 14: Liability.....	33

Swimming Pool  
Rules and Regulations

Article I/General Rules .....	34
Section 1: Management of the Pool .....	34
Section 2: Hours of Operation .....	34
Section 3: Registering .....	34
Section 4: Closing of Pool .....	34
Section 5: Refusal of Privileges .....	34
Section 6: Personal Property .....	34
Section 7: Guests .....	35
Section 8: Liability for Personal Injury or Property Damage .....	35
Section 9: Amendments .....	35
Article II/Swimming Pool .....	35
Section 1: General .....	35
Section 2: Swimwear .....	35
Section 3: Pool Attendant and Lifeguards .....	35
Section 4: Health Requirements .....	35
Section 5: Adult Swim .....	36
Section 6: Minor Children .....	36
Section 7: Safety Considerations .....	36
Section 8: Guest Passes and Private Parties .....	37
Section 9: Conduct and Language .....	37
Section 10: Liability .....	37

## CLUB RULES AND REGULATIONS

### Article I

#### Name and Organization

Section 1. Name and Ownership. The name of the Club is “Montgomery Country Club.” The Club is owned by Arcis Equity Partners. Subject at all times to the provisions of these Rules and Regulations, Members of the Club shall be entitled to certain rights and privileges relating to the use of the Facilities (the “Facilities”) of the Club as set forth, but shall have no vested or proprietary interest in the Club or Facilities.

Section 2. Definitions. As used in these Rules and Regulations, the word “Club” means and refers to Montgomery Country Club. The word “Facilities” means and refers to such real and personal property including, without limitation, a golf course, Clubhouse, pool and all social and recreational facilities as may be provided by the Owner. The word “Club Manager” means and refers to the person or entity to whom the Owner gives the right to manage and operate the Facilities. The club is Managed by Eagle Golf. The word “Owner” means and refers to Arcis Equity Partners or its successors and assignees.

Section 3. Rules and Regulations. The Rules and Regulations dated March 1, 2011 supersede all previous revisions thereof.

### Article II

#### Membership

Section 1. General. All memberships in the Club are non-equity and non-proprietary memberships. A membership in the Club does not imply any right or privilege to participate in or to administer the Club’s business and policies. Membership in the Club entitles a Member to a revocable license to use and enjoy the Facilities in accordance with these Rules and Regulations, and such other Rules and Regulations as the Club may establish from time to time. All memberships shall be revocable by the Owner without liability or obligation to the Member, except as expressly provided herein or in each Member’s Application and Membership agreement. The Owner shall at all times retain the unconditional and absolute right to modify or discontinue all membership privileges. The Owner reserves the right to add, delete, and modify the categories of membership at its sole discretion.

Section 2. Eligibility. Any person of good character over the age of twenty-one (21) years shall be eligible for membership in the Club without regard to race, color, sex, or creed. A check of the credit history of each applicant may be performed before the application may be processed. An applicant not having a good credit rating may be considered ineligible or may be required to submit a security deposit.

Couples must provide proof of the requirements below. Requirements for membership

can include copies with both individuals matching address comprising a couple; joint mortgage, auto insurance, common ownership of a motor vehicle, assignment of durable property, healthcare power of attorney, primary in each other's will, life insurance or retirement plan, marriage certificate. Dependents over twenty-one (21) may be required to show school or military identification.

Section 3. *Privileges and Use of Membership.* A membership may permit (depending on the category) the Member, his or her spouse, and all unmarried children under the age of twenty-four (24) years who reside at the home of the Member or who are presently enrolled in college or the military to use and enjoy the Facilities, subject to these Rules and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations. Each Member shall have guest privileges, as set forth in the Golf Rules and Regulations of Play and the Pool Rules and Regulations, which shall entitle the Member and the guest of that Member to use and enjoy the Facilities in accordance with the Rules and Regulations set forth herein. Failure to observe all applicable Rules and Regulations concerning guest privileges may result, at the discretion of the Club Manager, in the suspension or cancellation of a Member's guest privileges.

Section 4. *Categories.* The Club shall have various types of memberships as listed below. Additional membership categories may be created from time to time at the sole discretion of the Owner.

- A. *Full Family Golf.* A family possessing a Full Family Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.
1. *Privileges.* A Full Family Golf Membership shall entitle all family members to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to bring guests to the Club, all subject to these Rules and Regulations. The privileges of Full Family Golf Membership shall extend to the Member's spouse, to all unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military, and to the guests of the members.
  2. *Fees and Dues.* Full Golf Membership shall require the Member to pay the Full Golf Membership Initiation Fee upon joining the Club and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.
  3. *Liability.* The Full Golf Members shall be liable for all debts and charges incurred by any person with respect to the Full Golf Membership.

- B. *Full Couple Golf.* A couple possessing a Full Couple Golf membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.
1. *Privileges.* A Full Couple Golf Membership shall entitle both members to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to bring guests to the Club, all subject to these Rules and Regulations. The privileges of Full Couple Golf Membership shall extend to the Member's spouse and to the guests of the members. All unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military shall be entitled to pool, Clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.
  2. *Fees and Dues.* Full Golf Memberships shall require the Member to pay the Full Golf Membership Initiation Fee upon joining the Club and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.
  3. *Liability.* The Full Golf Members shall be liable for all debts and charges incurred by any person with respect to the Full Golf Membership.
- C. *Full Individual Golf.* A person possessing a Full Individual Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.
1. *Privileges.* A Full Individual Golf Membership shall entitle one Member to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to bring guests to the Club, all subject to these Rules and Regulations. The Member's spouse and all unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military shall be entitled to pool, Clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.
  2. *Fees and Dues.* Full Golf Memberships shall require the Member to pay the Full Golf Membership Initiation Fee upon joining the Club and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.
  3. *Liability.* The Full Golf Members shall be liable for all debts and charges incurred by any person with respect to the Full Golf Membership.



- D. *Lifetime Family*. A person possessing a Lifetime Family Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.
1. *Privileges*. A Lifetime Family Membership shall entitle all family members to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to bring guests to the Club, all subject to these Rules and Regulations. The privileges of Lifetime Family Membership shall extend to the Member's spouse, to all unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military, and to the guests of the members.
  2. *Fees and Dues*. Lifetime Family Memberships shall require the Member to pay the Lifetime Family Membership Initiation Fee upon moving to the Lifetime membership category. Lifetime Family Members shall not incur charges for monthly dues, cart fees, range fees or handicap fees and shall have no monthly food and beverage minimum for the remainder of the Lifetime Family Membership Agreement.
  3. *Liability*. The Lifetime Family Members shall be liable for all debts and charges incurred by any person with respect to the Lifetime Family Membership.
- E. *Lifetime Individual*. A person possessing a Lifetime Individual Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.
1. *Privileges*. A Lifetime Individual Membership shall entitle one Member to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to bring guests to the Club, all subject to these Rules and Regulations. The Member's spouse and all unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military shall be entitled to pool, Clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.
  2. *Fees and Dues*. Lifetime Individual Memberships shall require the Member to pay the Lifetime Individual Membership Initiation Fee upon moving to the Lifetime membership category. Lifetime Individual Members shall not incur charges for monthly dues, cart fees, range fees or handicap fees and shall have no monthly food and beverage minimum for the remainder of the Lifetime Family Membership Agreement.
  3. *Liability*. The Lifetime Individual Member shall be liable for all debts and charges incurred by any person with respect to the Lifetime Individual Membership.

- F. *Weekday Family Golf.* A family possessing a Weekday Family Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and to the Club.
1. *Privileges.* A Weekday Family Golf Membership shall entitle all family members to golf (weekdays, Monday-Friday only), practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The privileges of Weekday Family Golf Membership shall extend to the Member's spouse and to all unmarried children of the Member under twenty-four (24) years of age who reside at home or who are presently enrolled in college or the military, and to the guests of the Member.
  2. *Fees and Dues.* Weekday Golf Membership shall require the Member to pay the Weekday Golf Membership Initiation Fee upon joining the Club and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.
  3. *Liability.* The Weekday Golf Member shall be liable for all debts and charges incurred by any person with respect to the Weekday Golf Membership.
  4. A Weekday Family Member may elect to choose the Full Family Golf monthly dues structure and play golf seven (7) days per week.
- G. *Weekday Couple Golf.* A couple possessing a Weekday Couple Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and to the Club.
1. *Privileges.* A Weekday Couple Golf Membership shall entitle both members to golf (weekdays, Monday-Friday only), practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The privileges of Weekday Couple Golf Membership shall extend to the Member's spouse and to the guests of the members. All unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military shall be entitled to pool, Clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.
  2. *Fees and Dues.* Weekday Golf Membership shall require the Member to pay the Weekday Golf Membership Initiation Fee upon joining the Club and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an

unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.

3. *Liability.* The Weekday Golf Member shall be liable for all debts and charges incurred by any person with respect to the Weekday Golf Membership.
4. A Weekday Couple Member may elect to choose the Full Couple Golf monthly dues structure and play golf seven (7) days per week.

H. *Weekday Individual Golf.* A person possessing a Weekday Individual Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and to the Club.

1. *Privileges.* A Weekday Individual Golf Membership shall entitle one Member to golf (weekdays, Monday-Friday only), practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The Member's spouse and all unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military shall be entitled to pool, Clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.
2. *Fees and Dues.* Weekday Golf Membership shall require the Member to pay the Weekday Golf Membership Initiation Fee upon joining the Club and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.
3. *Liability.* The Weekday Golf Member shall be liable for all debts and charges incurred by any person with respect to the Weekday Golf Membership.
4. A Weekday Individual Member may elect to choose the Full Individual Golf monthly dues structure and play golf seven (7) days per week.

I. *Junior Executive Golf.* A person possessing a Junior Executive Golf Membership must be thirty-five (35) years of age or younger to be eligible. The appropriate monthly dues, fees, and privileges apply per membership category chosen.

1. *Privileges.* A Junior Executive Golf Membership shall entitle a Member to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The privileges of Junior Executive Golf Membership shall extend to the Member's spouse and to the guests of the members. All unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military

shall be entitled to pool, Clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.

2. *Fees and Dues.* Junior Executive Golf Memberships shall require the Member to pay the Junior Executive Golf Membership Initiation Fee upon joining the Club and to pay monthly dues, range fee and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee. Upon turning 36 years of age the Junior Executive Member must choose what membership classification to move into (Full, Weekday, Social, Corporate). An additional initiation fee may be required depending on what membership class is chosen.
3. *Liability.* The Junior Executive Golf Members shall be liable for all debts and charges incurred by any person with respect to the Junior Executive Golf Membership.

J. *Corporate Golf.* Corporate Golf Memberships are available to businesses in the local area at Montgomery Country Club. A minimum of two designees is required to form a Corporate Membership; a maximum of five (5) designees are allowed. A Member possessing a Corporate Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club. The company is responsible for the original Initiation Fee per employee. Once a Corporate Membership is formed, each individual employee is responsible for the monthly fee, dues, etc. associated with the membership category.

1. Designees of Corporate Memberships are transferable without penalty, up to once per designee per year, within sixty (60) days of the effective date of membership resignation. After the sixty (60) day period, the company shall forfeit the corporate designee position.
2. *Privileges.* A Corporate Golf Membership shall entitle all family members to golf, practice range, pool, Clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The privileges of Corporate Golf Membership shall extend to the Member's spouse, to all unmarried children of the Member under twenty-four years of age who reside at home or who are presently enrolled in college or the military, and to the guests of the members.
3. *Proof.* Designees must provide proof of corporation, business or partnership. Requirements for membership can include pay stubs, articles of incorporation, etc.
4. *Fees and Dues.* Corporate Golf Membership shall require the Member to pay the Corporate Golf Membership Initiation Fee upon joining the Club

and to pay dues, range fees and food and beverage minimums as required under these Rules and Regulations for at least 12 months upon joining the Club. The initiation fee shall immediately be refunded to the applicant in the event the applicant does not qualify for membership because of an unfavorable credit rating. A Member may not elect to offset dues and charges against the initiation fee.

5. *Liability.* The Corporate Golf Members shall be liable for all debts and charges incurred by any person with respect to the Corporate Golf Membership.

K. *Emeritus Golf Membership.* A person possessing an Emeritus Golf Membership in the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and to the Club.

1. *Qualification* – A member who has reached the age of 80 years old and has been a continuous dues paying member as a golf member for a minimum of 10 years at Montgomery country Club
2. *Privileges.* An Emeritus Golf Membership shall entitle the Member to golf privileges including practice range, pool, clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The Member's spouse shall be entitled to golf, pool, clubhouse and social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations.
3. *Fees and Dues.* Emeritus Golf Membership shall require the Member to pay the dues and food and beverage minimums as required under these Rules and Regulations.
4. *Liability.* The Golf Member shall be liable for all debts and charges incurred by any person with respect to the Emeritus Golf Membership.

L. *Golf Estates.* A person possessing a Golf Estates Membership to the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.

1. *Privileges.* A Golf Estates Membership shall entitle a resident or owner to the use of the golf course, clubhouse, restaurant, and to take guests to the Club, all subject to these Rules and Regulations. The privileges of a Golf Estates Membership shall extend to the resident family, including spouse and all unmarried children of the Member under twenty-four (24) years of age who reside at home or who are presently enrolled in college or military, and to the guests of the Member.
2. *Limitations.* Golf Estate members are limited to use the restaurant, golf course and practice range each, Ten (10) times per calendar year. Green fees shall be waived for each round of golf, applicable cart fees are required. Golf rounds can be played anytime on weekdays and after 1 p.m. on weekends or holidays. Standard guest range fees are required.

3. *Fees and Dues.* A Golf Estates Membership shall require the Member to pay for the charges for products or services such as food, beverage, entertainment, range or cart fees, etc at the time of use or purchase.
  4. *Liability.* The Golf Estates Member shall be liable for all debts and charges incurred by any person with respect to the Golf Estates Membership.
- M. *Social.* A person possessing a Social Membership to the Club shall have the following rights and privileges to use and enjoy the Facilities and the following duties and obligations to the Owner and the Club.
1. *Privileges.* A Social Membership shall entitle a Member to pool, Clubhouse, social privileges, to participate in all social functions, and to take guests to the Club, all subject to these Rules and Regulations. The privileges of Social Membership shall extend to the Member's spouse, to all unmarried children of the Member under twenty-four (24) years of age who reside at home or who are presently enrolled in college or military, and to the guests of the Member.
  2. *Fees and Dues.* A Social Membership shall require the Member to pay the Social Membership monthly dues and food minimum for at least 12 months upon joining the Club.
  3. *Liability.* The Social Member shall be liable for all debts and charges incurred by any person with respect to the Social Membership.

Section 5. Status Change of Membership.

- A. Upgrading membership to a higher status may be done at any time by paying the difference between the initiation fee and the current initiation fee of the class of membership upgraded to. A transfer fee may be assessed in place of or in addition to the difference in initiation fee.
- B. Downgrading may only be granted on a one-time base, by giving a thirty (30) day advance written notice prior to the change. The lower status must be retained for one full year, at which time the Member must let the membership office know in writing of their decision to change membership status. If the membership office does not hear from the Member, they shall keep the membership at its current status.
- C. Medical Leave of Absence. Members with serious health conditions may elect to go on leave of absence status with their doctor's note of their current medical issue. A doctor's note must be presented that indicates a date of return to full status at the Club. Upon that date, the Club shall automatically return the Member to full status unless another doctor's note is presented. During the leave, the Member shall be responsible for discounted dues each month, with no less than the social membership rate being charged. All privileges beyond use of the dining and pool Facilities shall be suspended during that time period. Should Members with a "family membership" choose to go on a leave of absence, their family shall be prohibited from using all privileges beyond use of the dining and pool facilities as well.

Section 6. Resignation. A Member of the Club may resign at any time, but the Club shall accept no resignation until the financial obligations of the members are settled in full. No refund or pro-ration of any initiation fee or other prepaid dues or charges shall be made to any Member desiring to resign from the Club, and all initiation fees and all monthly dues and charges previously paid to the Club shall be forfeited to the Owner. Upon the resignation of a Member, all right, title, and interest of the Member in the membership possessed by the Member prior to such resignation shall revert to the Club. A resigning Member shall remain liable in full for all dues and charges accrued up to the date of resignation, even if the resigning Member had failed to use the Facilities. All resignations must be in writing and delivered to the Club Manager at least thirty (30) days prior to the effective date of resignation. If the notice of resignation is received after the first day of the month the effective date of resignation becomes the end of the following month. The resigning Member shall not be subject to any further dues or other charges subsequent to the effective date of resignation.

Section 7. Reinstatement. Any Member who has forfeited or resigned his or her membership and then wishes to be reinstated within a one-year period is subject to a \$500 reinstatement fee plus all unpaid dues and charges up to the date of reinstatement. A Member desiring reinstatement after a one-year period of time is subject to the posted initiation fee or the reinstatement fee plus all unpaid dues and charges up to the date of reinstatement, whichever is less.

Section 8. Change in Family Status.

- A. The divorced spouse of a Member, may, within thirty (30) days after the divorce, apply for membership in the Club, under the appropriate membership category. The application of such divorced spouse shall receive priority review by the Club, subject to availability of memberships in the requested membership category. Upon approval of the Club and payment of the applicable initiation fee, monthly dues and fees, the divorced spouse shall become a Member of the Club. If the divorce decree or settlement agreement so provides, the membership of a Member may be transferred or assigned to the divorced spouse, subject to the approval of the Club, the payment of all applicable dues and charges, and all Rules and Regulations of the Club.
- B. The surviving spouse of a Member and children, if any, under the age of twenty-four (24) who reside at the home of the surviving spouse or who are presently enrolled in college shall continue to enjoy the membership privileges of such deceased Member of the Club upon payment of all applicable dues and charges and subject to all Rules and Regulations of the Club. The Club shall automatically transfer the membership of the deceased Member in such cases to the surviving spouse.

Section 9. Suspension. The Owner shall at all times have the absolute right to suspend the Member privileges of any Member who, at the sole discretion of the Owner, is in default on any amount due to the Club for Initiation Fees or membership dues, has violated these

Rules and Regulations, or whose behavior is considered disruptive to the operation of the Club and/or its members. No dues previously paid by a suspended Member shall be returned or prorated.

Section 10. Right to Repurchase Membership.

- A. The Owner at all times reserves the right to repurchase any membership in any membership-category with or without such Member's permission and even if such Member is in good standing and has fully paid all outstanding dues and charges. Upon payment of the repurchase price set forth below, the Owner shall have completely satisfied and fulfilled all its obligations and liabilities of such Member. The Owner is not obligated under any circumstance to repurchase a membership except as provided under a Lifetime Membership Agreement.
- B. If the Owner shall repurchase the membership of a Member within the twelve (12) months of the effective date of the membership of such Member, the Owner shall pay one hundred (100) percent of the initiation fee. If the Owner shall repurchase the membership within twenty-four (24) months of such effective date, the Owner shall pay seventy-five (75) percent of the initiation fee. If the Owner shall repurchase the membership of a Member within thirty-six (36) months of such effective day, the Owner shall pay fifty (50) percent of the initiation fee. If the Owner shall repurchase the membership of the Member within forty-eight (48) months of such effective date the Owner shall pay twenty-five (25) percent of the initiation fee. If the Owner shall repurchase the membership of a Member any time after forty-eight (48) months of such effective date, the Owner shall pay ten (10) percent of the initiation fee. In all instances, the percentage figure set forth above shall apply to the actual initiation fee paid by the Member. The Member expressly conditions membership in the Club upon acceptance of the section.

Article III

Fees, Dues and Charges

Section 1. Membership Initiation Fees. Solely the Owner shall determine all membership initiation fees. The Owner reserves the right to modify or change at any time the membership initiation fees in the exercise of its sole direction. The schedule of initiation fees for each category of membership shall be provided to each Member upon request.

Section 2. Dues. The Owner reserves the right to modify or change at any time dues in the exercise of its sole discretion. Dues do not include required golf cart rental fees or Guest Fees unless otherwise stated as part of membership category. The schedule of dues for each category of membership shall be provided to each Member upon request.

Section 3. Pro-ration. Pro-ration of the first month's dues: Upon acceptance to the Club, the month's dues for members shall be prorated in the arrears on a daily basis.



Section 4. Charges. The Owner reserves the right to establish various charges for the goods and services available to the members of the Club such as locker, club storage, pull cart storage, handicap service, etc. The Owner further reserves the rights to modify, change, and increase the various charges from time to time. The current charges as in effect from time to time for each of the goods and services provided by the Club shall be provided to each Member upon request. Fees and charges may be established by the Owner for special privileges and services provided to members that are in addition to our outside regularly scheduled services or events. Without limiting the generality of the foregoing, the Club reserves the right, in exercise of its sole discretion, to impose a minimum charge to be assessed against each Member for food served at the Club during normal operational hours.

Section 5. Guest Fees. The Guest Fee shall be a fixed fee assessed daily against the sponsoring Member for each guest of that Member. The Owner in the exercise of its sole discretion may establish separate Guest Fees in connection with the use of the golf course and pool. The Owner reserves the right for itself to establish the amount of the daily Guest Fee. The Owner further reserves the right for itself to modify, change, and increase the Guest Fee from time to time. The current Guest Fee as in effect from time to time shall be provided to each Member upon request.

Section 6. Liability of Charges. Members shall be liable for all debts, charges, and fees incurred by their guest and by all family members, including children, who are afforded membership privileges at the Club.

Section 7. Payment of Dues and Charges. All dues, charges and fees incurred by members of the Club shall be due and payable within fifteen (15) days of the statement date of such dues, debts, charges, and fees.

Section 8. Non-Payment of Dues and Charges.

- A. Whenever the dues, debts, charges, or fees of any Member shall remain unpaid for a period of thirty (30) days after the statement date of such unpaid dues, debts, charges, fees and applied finance charge, the Owner may suspend all charging privileges for the delinquent Member and require cash payments for all purchases.
- B. If such dues, debts, charges, and fees remain unpaid for a further period of thirty (30) days, the membership of the delinquent Member may be suspended or revoked, in the sole discretion of the Owner. Such suspension or revocation shall not affect in any manner the legal right of the Club to collect such delinquent debts, charges, or fees. Delinquent members shall not be entitled to any return of any portion of that Member's initiation fee nor any return of prepaid dues. Charges and all of the initiation fee and all monthly dues and charges previously paid to the Club, shall be forfeited to the Owner. A membership revoked for non-payment of dues, debts, charges or fees and all right, title and interest in such membership shall revert to the Club upon revocation.
- C. The Club may assess a monthly service charge on the amount of all delinquent dues, debts, charges, and fees.

Section 9. Credits. The Owner shall not be obligated to offset any outstanding dues, debts, charges, or fees incurred by a Member against any initiation fee.

Section 10. Attorneys and Collection Fee. Should the Owner be forced to refer delinquent dues, debts, charges, and fees to a collection agency or attorneys for collection, the delinquent Member shall be liable for and shall pay to the Owner all costs of collection, including all collection agency and attorney's fees and court costs.

#### Article IV Use of Facilities

Section 1. Guest Privileges.

- A. Any Member may invite guests to use the Facilities in accordance with the privilege afforded such Member by these Rules and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations. The Member must accompany all guests unless the Member has received permission to the contrary expressly from the Club Manager. All Guest Fees must be paid or signed by the Member in advance. Any Member inviting a guest or guests to use the Facilities shall be responsible for any debts incurred by him, for their conduct, and for any damage done by them to the Facilities. The Club Manager may, at his discretion, limit the number of guests invited on any given day. Guests shall not be permitted to attend events that are made available to members only unless otherwise indicated as per format of the event or without the express prior approval of the Club Manager.
- B. Members' guests must register in the Golf Shop prior to golf play. The Owner or Club Manager may, at his discretion, limit the number of rounds a guest may play.

Section 2. Liability. The Owner shall not be responsible or liable for any loss of personal property, including but not limited to golf clubs, clothing, or jewelry left in or on the premises of the Club, whether in storage, lockers or otherwise.

Section 3. Use of Golf Carts. Golf cart rentals shall be subject to the terms and conditions contained in the Golf Rules and Regulations of Play. Golf cart drivers and their passengers (herein collectively referred to as "Cart Users") shall be responsible for and shall pay for any damages that are sustained to a golf cart while the golf cart is in their possession. Cart Users shall be personally responsible for any bodily injury and/or property damage incurred by reason of the use of their golf cart. Cart Users agree to indemnify and hold the Owner and the employees of the Club harmless from any liability, damage, loss, or claims of nature whatsoever that may arise from or through the use of a golf cart.

Section 4. *Non-Member Play.* The Owner may, in its sole discretion, schedule outside golf tournaments and play by non-members.

Section 5. *General Release.* Each Member, and the members of the Member's family, the Member's guest, employees or other person who in any manner makes use of or accepts the use of any of the Facilities, including but not limited to, any apparatus, appliance, facilities, golf course, pool, lockers, showers, or other privileges or services whatsoever, or who engages in any contest, game, exercise, competition or any other Club activity, either on or off premises, including, without limitation, the Club parking facilities, shall do so at his own risk and shall hold the Club, the Owner and the employees of the Owner harmless from and against any injury, damage, liability, loss or claim resulting from such use, contest, game, exercise, competition, service or other activity, and/or motor vehicle by reason of any act or omission of the Owner or any employee of the Club. Nothing herein contained shall give any Member the right to use any of the Facilities except as permitted by the Rule and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations.

## Article V Administration

Section 1. *Agency.* Notwithstanding anything in these Rules and Regulations that may appear or be construed to the contrary the Owner retains absolute authority and control over the management, operation, and disposition of the Club and the Facilities. Members shall have no control over the selection of personnel of the Club. The operation and management of the Club, the Facilities, and all Club property shall be vested in the Club Manager, acting through the employees and staff of the Club. No Member of the Club and no employee of the Club, other than the Club Manager, shall have any authority, express or implied, to act on behalf of or as agent for the Club or the Owner. No such person shall have any power or authority to bind the Club or the Owner by any contract, activity, or action. The authority of the Club Manager shall be strictly limited to the undertaking of the performance of the duties and responsibilities delegated and assigned to the Club Manager by the Owner.

Section 2. *Amendments: Administration Rules and Regulations.* These Rules and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations, are subject to modification, amendment, and change from time to time in the sole discretion of the Owner. The Owner reserves the right to adopt and post from time administrative Rules and Regulations that shall be binding upon the members as if set forth in their entirety in these Rules and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations.

Section 3. Oral Representation. The Application and Membership Agreement, these Rules and Regulations, the Golf Rules and Regulations, the Pool Rules and Regulations and any agreements and understanding expressly incorporated by reference in any of the above documents shall constitute the entire agreement and understanding between the Owner, the Club and each Member. No oral representations shall have any effect nor shall they modify any of the terms and conditions contained in the aforementioned documents.

Section 4. Acceptance and Indemnification. In consideration of membership, and by acceptance thereof, each Member agrees to be bound by these Rules and Regulations and the restrictions set forth above. Each person further agrees to hold harmless, and to indemnify the Club and the Owner, and their agents and employees, from any and all loss, damage, claim or liability, arising out of or connected with violations of any of the foregoing rules, regulations, and restrictions.

## Article VI Member Council

### *Montgomery Country Club Member Council Charter*

Eagle Golf, hereinafter referred to as "Management," recognizes the Montgomery Country Club Member Council, acting in accordance with the Bylaws set forth below, as the representative of the membership and the governing body for membership activities of Montgomery Country Club. As the governing body for membership activities, the Council has the authority and the responsibility to organize and operate Committees, including a Golf Committee with its attendant subcommittees, in accordance with the recommendations of the Golf Committee Manual published by the USGA and pursuant to the Bylaws set forth below. The Council, except for making recommendations, may take no action impacting upon fiscal or business policy issues of Montgomery Country Club.

Section 1. Purpose. The purpose of the Member Council is to represent the members of Montgomery Country Club as to the effective and efficient operations of all aspects of the Club. Members of this board of advisors shall serve without monetary compensation and are not legally or financially responsible for the overall operations of the Club.

Section 2. Preamble. The Montgomery Country Club Member Council, hereinafter referred to as the "Council," shall put the best overall interests of the membership ahead of any special interests of individual Council members. Toward this end, the Council shall actively seek the views of the membership in administering Club activities and in

formulating recommendations for the overall welfare of the Club and its members for passage and implementation by Management.

Section 3. *Membership Right to Vote and Hold Office.* All adult members of Montgomery Country Club, whose memberships include golf privileges and who are in good standing, shall have the right to vote and to hold office under these Bylaws. Such members are hereinafter referred to as "eligible members." Social members are excluded because of the seasonal nature of their memberships.

Each October, members in good standing shall elect members to the Council. In the event that more than four (4) new members are elected to fill any unexpired term of an individual who is no longer a member of the Council, such an election shall be for the remainder of that term.

Section 4. *Council Authority.* The Council's authority is contained in this Charter/Bylaws and shall extend to all membership activities. In exercising that authority, all Council members, in accordance with the provisions of Section 29, are empowered to counsel and/or admonish any Member observed to be in obvious violation of the Etiquette Section of the Rules of Golf or of the Rules and Regulations of Montgomery Country Club.

Pursuant to its Charter/Bylaws responsibilities, the Council's authority extends to Member associations and Member committees and includes the obligation, when appropriate, of having association leaders appear before the Council to discuss and/or resolve questions of mutual interest. Any Club member or group of members who has a complaint against an association or committee and who is unable to resolve the issue within the association may submit the matter, in writing, to the Council for resolution.

In all matters brought before the Council pertaining to membership activities, any decisions made by the Council shall be binding on all parties, subject to approval from Club Management.

Section 5. *Council Structure and Administration.* The Council shall consist of twelve (12) eligible members of Montgomery Country Club. The term for each Member shall be three (3) years. The terms shall be staggered initially so that the terms for 1/3 of the Council conclude at years one, two and three. No member of the Council shall be eligible for re-election or appointment to the Council after having served a full three (3) year term, until a year shall have elapsed after the expiration of his/her term of office.

Section 6. *Election of Officers.* Officers of the Council shall be elected at its first meeting each term. This meeting shall be held within two (2) weeks following the Mixed Closing Day Tournament. The Council shall elect by ballot, from its members, a President, a Vice President, a Secretary and a Treasurer. The officers shall serve a term of one (1) year and shall be eligible for re-election throughout their Council terms.

Section 7. *President.* The President shall preside at meetings of the membership and of the Council, but shall have no vote at a meeting of the Council unless there is a tie. The President shall serve as the primary spokesperson for the membership and the Council in discussions with Management.

Section 8. *Vice President.* In the absence of the President, the Vice President shall preside at any meeting of the membership or of the Council, and shall perform the duties of the office of the President during the absence or incapacity of that officer. In the absence of the President and the Vice President, those present at the meeting may elect their own presiding officer for that meeting.

Section 9. *Secretary.* The Secretary shall give notice of all meetings of the membership and of the Council, keep the minutes of all such meetings, and be responsible for preparing correspondence and keeping records, including Council records of all prior years. The Secretary shall, with the President, sign all contracts of the Council and shall perform such other duties as may be assigned him/her by the Council. The Secretary shall be responsible for providing to the Newsletter Editor in a timely fashion any information concerning Council activities that it wishes published in the Club newsletter.

Section 10. *Treasurer.* The Treasurer shall, under the direction of the Council, collect and disburse the funds of the Council. The Treasurer shall report the financial condition of the Council at each meeting. The Treasurer shall annually prepare copies of the Council account brought down to the first day of November in each year, exhibiting in detail the receipts and expenditures of the preceding year, the balance of monies on hand, and the existing debts of the Council. During any temporary absence or incapacity of the Treasurer, the President is authorized to disburse Council funds.

Section 11. *Executive Committee.* The Council shall have an Executive Committee consisting of the following members of the Council: President as Chairman, Vice President, Secretary, Treasurer and at least one (1) other Member of the Council, appointed by the President with the approval of the Council.

The Executive Committee shall have general charge and management of the property and finances of the Council, including the incurring of obligations and shall perform such other functions as may be entrusted to it by the Council. Executive Committee meetings shall be on the call of its Chairman, and three (3) voting members of the Executive Committee shall constitute a quorum for the transaction of business. The minutes of all meetings of the Committee shall be reduced to writing and preserved by the Secretary. These minutes shall be made available to Management and any member of the Council upon request.

Section 12. *Council Meetings.* The Council shall have one (1) regular meeting each month at a time fixed by it. The President may call special meetings at any time, and he/she must call such a meeting upon written request to him/her by three (3) members of the Council.

Section 13. *Special Meetings.* Special meetings of the eligible members may be called by the President, at any time, for transaction of any business and must be called by him not later than fifteen (15) days after written request of twenty-five (25) or more eligible voting members has been received by the Secretary. The Secretary shall cause notice of the time and place of such special meeting, as well as the nature of the business to be considered, to be posted on bulletin boards in the Club House and placed in the monthly newsletter. No business other than that specified as the purpose of the special meeting shall be conducted at the special meeting.

Section 14. *Council Quorum.* For the purpose of any action by the Council at any meeting for the transaction of business, a quorum shall consist of one-half (1/2) of the Council then elected or appointed and serving, but in no event shall it be less than five (5).

Section 15. *Meeting Minutes.* Minutes of all meetings of the Council and all meetings of the Executive Committee shall be taken and shall be made available for viewing by the membership on the Club's website.

Section 16. *Vacancies.* Any vacancy occurring on the Council, other than the expiration of a member's term, shall be filled by appointment from the membership by the Council President, with the advice and consent of the Council. Such appointee shall hold office only until the next Council election, when a successor shall be elected to serve the remainder of the unexpired term.

Section 17. *Removal for Cause.* A member of the Council may be removed by unanimous vote of the other members of the Council for just cause.

Section 18. *Attendance.* Council members must meet the following attendance requirements.

- A. If two (2) unexcused Council meetings are missed, in a Member Council calendar year, the member's attendance shall be discussed at the next Council meeting. If the Council does not approve the reason(s) for the absence, the next missed meeting shall subject the member to dismissal from Council.
- B. An Officer of the Council must be notified of any absences at least 48 hours prior to that meeting or member is subject to dismissal from the Council, unless it was an emergency, at which time an Officer shall be notified as soon as readily possible.
- C. Officers of the Council are encouraged to attend a minimum of two (2) Social Functions each year. Attendance of all Council members is mandatory for new Montgomery Country Club Member welcoming functions.

#### *COMMITTEES*

Section 19. *Golf Committee.* The Council delegates its charter authorization "to organize and operate a Golf Committee with its attendant subcommittees" to the Men's and

Women's (9- and 18-hole) Golf Associations, which associations and members thereof shall be subject to these Bylaws. This authorization includes the requirement that part of the entry fee for all intra-Club golf tournaments, except for that set aside for trophies or similar awards, be returned in the form of Golf Shop credit.

Section 20. *Standing Committees.* The Council shall create and administer the following Standing Committees: Committee on Social Activities, Tournament Committee for Mixed Events, Green/Rules Committee and Handicap Committee. The Council shall appoint Committee liaisons from the Council membership. The associations shall appoint their Committee members from the Council membership and/or from the general membership.

Section 21. *Committee on Social Activities.* The Committee on Social Activities shall work with the Event/Food and Beverage Manager to suggest social events and member activities at the Club. The Committee shall receive from Management a list of scheduled activities for the coming year for all associations of Montgomery Country Club, no later than February 1 of each year. The Committee shall collect and assemble ideas for member activities for the upcoming year and present them to the Event/Food and Beverage Manager.

Once management approves scheduled events and the list of scheduled activities is assembled in date order, the Committee shall present the calendar of social events to the Council for its approval. The Committee shall then forward the overall schedule to the Newsletter Editor for distribution to the membership.

Section 22. *Tournament Committee for Mixed Events.* The Tournament Committee for Mixed Events shall be responsible for planning mixed golf events not organized by other Club associations as to dates, formats, entry fees, and prizes, and in accordance with other duties of the "Tournament Chairman" as outlined in the USGA Committee Manual. Any handicap allowances for these events shall be in accordance with the recommendations contained in the USGA Handicap Manual. The Golf Shop shall run the events and prizes shall be in the form of Golf Shop credit. These events shall include, but not limited to, any opening or closing day mixed events, holiday mixed events, including events associated with Mother's Day or Father's Day, and any other events where both men and women are eligible to participate.

Section 23. *Green/Rules Committee.* The purpose of the Green/Rules Committee shall be advisory only. While the Chairman may maintain contact with the Golf Course Superintendent to keep abreast of course maintenance and improvements, any recommendations for the Golf Course Superintendent must be forwarded to him through Management. Committee members should be familiar with the USGA publication, A Guide for Green Committee Members, which notes that the term is 'Green' -not 'Greens' -Committee. 'Green' refers to the whole course and not solely to the putting greens. The Committee shall dedicate itself to "the fundamental principle of playing the ball as it lies" and to the elimination, whenever possible, of "preferred lies." The Committee shall work



with the Head Golf Professional and Golf Course Superintendent on “Local Rules” and for having these rules prominently posted in the Clubhouse.

Section 24. Handicap Committee. The club’s handicap committee ensures the compliance of the rules set forth in the USGA Handicap System, thus ensuring the integrity of the handicaps issued by Montgomery Country Club. The purpose of the USGA handicapping system is to make the game of golf more enjoyable by enabling players of different abilities to compete on an equitable basis. The committee is guided by the rules set forth to govern amateur golf in the United States by the USGA Rules of Golf and the USGA Handicap System.

The Handicap Committee within the golf club is responsible for all aspects of the USGA Handicap System, including the computation of each member's Handicap Index. The Handicap Committee must verify that all acceptable scores are reported for handicap purposes, and that recorded scores are available for peer review. The handicap committee should monitor results of competitions for exceptional tournament performances and adjust a handicap if needed. The committee should meet each month to discuss all matters related to the MCC handicap system. The committee’s posting of a penalty score does not require a notification to the player from the handicap committee. However, if the player’s handicap is in jeopardy of being manually adjusted or withdrawn, the committee must contact and give the player the opportunity to explain the circumstances to the committee in person or in writing.

All adult (over 21 years old) members of the club with golf privileges are eligible to serve on this committee along with a member of the professional golf staff. Club members serving on this committee are limited to serving a maximum of 3 consecutive years. The Professional golf staff employee can serve on the committee but cannot serve as chairman. One committee member will be appointed from the Member Council each December during the first meeting of newly elected officers. The other committee members shall be appointed as follows:

Each golf association shall be allowed but not required to appoint a member of that association based on the number of association members.

- (1-50) Members in the association - 1 Handicap committee appointment
- (50-100) Members in the association- 2 Handicap committee appointments
- (100+) members in the association - 3 Handicap committee appointments

The appointments should be completed before the first Handicap committee meeting of each New Year and the members of the committee will elect a Chairman annually at the first handicap meeting of the year.

Section 25. Other Committees. The President may create, from time to time, such other Committees as may be deemed necessary to conduct the business of the Council. The President from the Council members will name the chairman of these Committees. The

chairmen shall appoint their Committee members from the general membership, which may include Council members.

#### *NOMINATIONS AND ELECTIONS*

Section 26. Nominating Committee. The President shall, at least sixty (60) days before the Member Council elections, appoint a Nominating Committee composed of at least five (5) eligible Montgomery Country Club members. The Nominating Committee shall nominate one or more members for each vacancy on the Council. The names of all such nominees shall be posted by said Committee on the bulletin boards at least thirty (30) days before the annual Member Council elections. Thereafter, the names shall be placed on a ballot, along with the names of any membership nominees, in alphabetical order and mailed to the general membership.

Section 27. Nomination by the Membership. Ten (10) or more eligible voting members, not later than five (5) days after the Council nominees are posted, may nominate, in writing, to the Secretary, other eligible voting members for vacancies for which nominations have been made by the Nominating Committee. The Secretary shall immediately post, on the bulletin boards, the names of all such nominees, and shall include them on the ballot to be mailed to the general membership. No Member shall be eligible for election to the Council unless he/she has been nominated by either of the above procedures and his/her name placed on the ballot.

Section 28. Elections and Election Announcements. Elections for Council vacancies shall be conducted by ballot during the month of October. Voting shall be completed by October 31 at 6 p.m., or the last Friday before the November Council meeting and the results announced at the annual Mixed Closing Day Tournament. The first meeting for new Council members shall take place in December.

#### *COUNCIL DISCIPLINARY RESPONSIBILITIES*

Section 29. Member Misconduct. As the governing body for membership activities, the Council shall be alert for and receive complaints concerning Member violations of the Rules and Regulations of Montgomery Country Club, to include loud vulgar language, club throwing, cart abuse or any other Member conduct against the best interests persistent and flagrant violations of golf etiquette as set forth in the USGA Rules of Golf. By a vote of two-thirds (2/3) of all members of the Council, it may reprimand in writing, with Management concurrence, any Member, or it may recommend to Management suspension or expulsion of any Member for such conduct, after complying with the provisions of Section 30 below.

Section 30. Notice to Member. Before proceeding to decide whether a Member has committed a violation or other act referred to in Section 29 the Council shall, with Management concurrence, give notice to the Member in writing of the complaint being made against him/her and set a date, time and place when the Council shall meet to consider the complaint. Such a date shall be, except in an unusual case, not less than ten (10) days after the mailing of the notice. The Member may, if he/she desires, personally

appear or be represented by any other Member before the Council and present such facts and witnesses touching upon the matter as he/she may desire and which in the judgment of the Council are pertinent. Neither the Member against whom the charge is made, or his/her representative, however, shall have the right to be present at the deliberations of the Council in relation to his/her case.

Section 31. *Amendments to Charter and Bylaws.* The Charter and Bylaws of the Member Council may be amended or repealed only with the consent of Management. When any amendment, change, or modification of the Charter or Bylaws is proposed, the Council shall mail a notice containing a recitation of the provision to be amended and the wording of the proposed amendment to each eligible Member. The Council may propose amendments to the Charter or Bylaws and submit any such amendments to the Club Management for approval. Following Club Management approval, the amendments shall be submitted to the Club Manager to edit the Member council Charter and Bylaws.

Section 32. *Liquidation of the Council.* In the event of liquidation of the Council, arrangements shall be made to preserve its assets for use by the Montgomery Country Club Junior Golf Program only. Should there be no Junior Golf Program or should Montgomery Country Club simultaneously cease to exist with the Council, the Council's assets shall be contributed to the Washington Metropolitan Golf Association and shall be specifically designated for its Junior Golf Program.

#### GOLF RULES AND REGULATIONS

Section 1. *Management of the Golf Course.* Set forth below is the Golf Rules and Regulations of Play for Montgomery Country Club (the "Club"). All matters relating to play on the golf course at the Club shall be determined by the Head Golf Professional and the Club Manager.

Section 2. *Hours of Play.* Hours of play shall be as posted monthly by the Head Golf Professional and are subject to change due to weather conditions or special events. At no time shall the golf course be open for play before the Golf Shop is open.

Section 3. *Registering.* All members of the Club, their family members, and their guests must register in the Golf Shop at the Clubhouse and with the starter prior to playing any part of the Golf Course and must be prepared to show membership or identification at all times upon request. The name of each Member, family members and guests must appear on the starting sheet.

All golfing Members are required to display their Club bag tag on their golf bags at all times. One bag tag shall be given out to each golfing Member. Subsequent tags must be purchased through the Golf Shop.

Section 4. *Starting.* All players must start on No. 1 tee unless otherwise directed by the Golf Staff. Starting on any other portion of the golf course is absolutely prohibited.

- A. Starting times may be reserved with the Golf Shop no sooner than seven (7) days in advance of date of play.
- B. Weekend/Holiday starting times may be obtained by a lottery system. Each foursome is responsible for filling out a lottery card and submitting it to the Golf Shop by Wednesday at noon for the following weekend. Tee times shall be made available to the Members by no later than Thursday at 5 p.m.
- C. No more than groups of four are permitted on the golf course, except as necessary in organized tournaments, or upon securing special permission from the Golf Shop.
- D. The Golf Staff reserves the right to pair groups with less than three (3) players, with emphasis on peak play periods.
- E. Golf course setup must be completed on a hole before play is allowed on that hole.

Section 5. Rules of Play.

- A. Play of the golf course shall be governed by the USGA's Rules of Golf with the exception of any Local Rules that are posted or printed on the scorecard.
- B. Play must be from the blue, white, gold or red markers as placed on the tee boxes. In addition, play is allowed to begin at both sets of family tee locations on the fairways.
- C. Each player must have a set of clubs. No more than one player can play out of one bag.
- D. "No-mow" areas are prohibited from cart traffic. Time lost searching for lost balls shall be limited by speed of play and position on the golf course.
- E. No "ball hawking" shall be permitted on the golf course at any time.

Section 6. Speed of Play.

- A. Slow play shall not be permitted. The Golf Staff shall monitor pace of play and take steps to keep groups moving in an acceptable manner. Pace of play shall be defined by the Golf Staff based on daily course conditions, weather, etc. Groups falling out of proper position on the course can be directed by the Marshal to step aside and allow the trailing group(s) to play through. If deemed necessary, the Marshal may ask the group in question to pick up their balls and move forward into proper position on the golf course.
- B. Players failing to obey the direction of the Starter, Marshal or Head Golf Professional shall be sent a letter from the Club Manager. In the event of a second offense, the Club Manager reserves the right to suspend or restrict the offending players from peak tee times.

Section 7. Practice and Lessons. Members shall use the practice range and practice green only for practice or when otherwise under instruction by the Golf Staff. Under no circumstances are the regular tees, greens, or fairways to be used for practice. Lessons for golf instruction may be made by reservation directly with the Golf Staff.

Section 8. Practice Range Policy.

- A. Range balls are available at the Practice Tee (weather permitting).
- B. Use of range balls are not allowed anywhere except in the practice area. Any Member possessing the Club's range balls, other than on the practice range, may be suspended.
- C. Retrieving balls from the range is prohibited.
- D. All golfers are required to hit from the designated tee space. The designated teeing area, either artificial or grass, shall be determined by the Golf and Maintenance Staff each day.
- E. The practice range shall close one hour prior to dark.
- F. Members are not permitted to hit their own shag balls on the range at any time.
- G. There is no limit to the practice time used during a day, but during such busy times, a Member or guest must share the range with others. When there are no open practice areas on the range, Members and guests are limited to 15 minutes of practice before allowing a waiting Member or guest the use of that practice area.
- H. The golf course dress code applies to all practice areas.
- I. The practice range shall be closed weekly for routine maintenance. The Head Golf Professional shall post the schedule of closings monthly.

Section 9. Closing of the Golf Course or Practice Range. The Golf Course Superintendent, Club Manager or Head Golf Professional shall determine when the golf course or practice range shall be closed due to weather or maintenance conditions and shall further determine when course conditions prohibit or restrict the operation of golf carts.

Section 10. Blue Flag Policy. Daily evaluation for Blue Flag Usage shall be the responsibility of the acting Golf Course Superintendent for the day. Montgomery Country Club reserves the right to revoke any Member's Blue Flag Status for violation of the Blue Flag Usage Agreement. Any Member wishing to apply for Blue Flag Status must meet at least one of the four following requirements:

- A. Obtain a doctor's note signifying the need for Blue Flag Usage. Physicians note required yearly.
- B. Possess a state issued handicap vehicle hang-tag
- C. Possess a state issued handicap license plate
- D. Meet the age requirement of 75 years or older

Members who are awarded Blue Flag Usage shall be allowed the following benefits:

- A. Allowed to keep carts off the path after cart exit posts
- B. Allowed to take carts off the path on hole Nos. 3, 6, 12, and 14
- C. Allowed to take carts up to 20 yards from greens, greenside areas and tee boxes.

Members who are awarded Blue Flag Usage must remain on the cart path on holes. 11 and 13 at all times. Members who are awarded Blue Flag Usage are prohibited from driving carts onto the tee boxes of any hole.

Section 11. Refusal of Privileges. The Head Golf Professional shall have the right to refuse golf course and Club privileges to anyone who, in the judgment of the Head Golf Professional, violated the established rules and decorum. Failure to cooperate with the Head Golf Professional may result in disciplinary action. Behavior that is generally obnoxious to other players, including the use of abusive language is strictly prohibited.

Section 12. Personal Property. Members are reminded not to leave unguarded golf bags or personal property in unlocked vehicles or on any fairway or green. The Club shall not be responsible for any lost or stolen property.

Section 13. Dress Code / Golf Course & Practice Range. Please exercise discretion and reasonable judgment when determining what is appropriate dress at the Club; the Club hopes that these general guidelines are sufficient. We have no desire to tell our Members and their families how to dress.

- A. Men's Attire shall consist of not less than shirts with collars and shorts. Women shall wear proper attire. No short shorts or bare midriffs. Denim is not permitted. Proper golf shoes must be worn at all times. Metal spikes are not permitted.

Men

Bermuda length style shorts

Shirts must have collars or mock turtleneck

Shirts must have sleeves

No jeans, cut-offs, jogging shorts, workout shorts, or sweat pants

Women

Shorts of appropriate length

No jeans, cut-offs, jogging shorts, workout shorts, or sweat pants

No tank tops (minimum 3 inch width on shoulder strap)

No halter tops

- B. The Golf Staff and Starter are responsible for interpreting and enforcing the above dress guidelines.
- C. Host Members are responsible for their guest's attire.
- D. Changing of apparel is permitted only within respective locker rooms.

Section 14. Guests. Guests may only play the golf course when accompanied by a Member. The Member must register themselves and their guests and pay the applicable Guest Fees. Failure to register a guest shall result in a disciplinary action plus assessment of the applicable Guest Fee against the Member. The Club expressly reserves the right to limit the number of times in any one calendar year that the same person may play the golf course as a guest to three times per month maximum.

Section 15. Operation of Golf Carts.

- A. The Head Golf Professional and the Golf Course Superintendent shall govern the mode of use of golf carts. Rental and use of golf carts shall be mandatory between the hours of daybreak and 12:00 p.m. on weekends and holidays during the period from March 15 to November 15, unless permission to the contrary is received from the Head Golf Professional or Club Manager.
- B. Electric and Gas Carts.
  - 1. Golf carts must remain on cart paths around tees and greens and on all par 3s.
  - 2. Golf carts must be driven on cart paths until passing directional post. Golf carts must not be driven past directional posts placed in front of greens. Golf carts must not be taken over aprons, greens, tees, flowerbeds, traps, or the area between the green and traps surrounding the green.
  - 3. Golf carts are not to be driven through wet areas or over sprinkler heads.
  - 4. Golf carts must be driven across drainage ditch bridges and never through drainage ditches.
  - 5. No more than two golf bags and two riders shall be permitted per golf cart, unless authorized by the Head Golf Professional.
  - 6. Members and guests are responsible and shall be charged accordingly for physical damage to golf carts in their possession. While a golf cart is in motion, feet must be kept on the floor. This rule is for the safety of the occupants.
  - 7. Only persons with a valid driver's license shall be permitted to rent or operate a golf cart.
  - 8. Privately owned golf carts are not permitted on the golf course.
  - 9. Golf carts are not rented for less than 9 holes.
  - 10. Always set brake before leaving carts.
  - 11. Pull carts must remain off of tees, greens, and collars.

Section 16. Schedule of Play.

- A. The schedule of play shall be posted by the Head Golf Professional and is subject to change from time to time at the discretion of the Management.
- B. Members may reserve starting times no earlier than seven (7) days in advance.
- C. Junior Golf Play.
  - 1. Junior players are defined as unmarried dependent sons and daughters who have not reached the age of 18.
  - 2. Junior players are subject to all Rules and Regulations governing the golf course.
  - 3. Adult golf play shall have the priority over Junior golf play at all times.
  - 4. Children under the age of 12 years are not permitted on the golf course, practice tees, or putting greens, unless accompanied by an adult, unless approved by the Head Golf Professional.
  - 5. All play by Junior players shall be governed by the Golf Staff. No children or Junior players are permitted on the golf course, practice tees, or putting greens unless they have been qualified by the Head Golf Professional as a Junior Golfer.

6. Unaccompanied Junior players who are not certified Junior Golfers are restricted from making tee times.

Section 17. Rules of Etiquette. The Club shall have the right to refuse golf course and Clubhouse privileges to any Member or person who violates established rules and decorum.

- A. No person should move, talk, or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.
- B. Out of respect for all golfers, cell phones should be placed on vibrate or silent mode while playing the golf course or using the practice range.
- C. In the interest of safety, no player should continue golf play until the players in front are out of range or a safe distance from the green.
- D. In the interest of all, golfers should play without undue delays.
- E. Before leaving the bunker, a player should carefully fill up and rake all holes made therein, leaving the rake in the bunker with the handle out.
- F. Through the green, a player should ensure that any turf cut or displaced is replaced at once and pressed down, and that any damage to the putting green made by the ball or the players is carefully repaired.
- G. Players should ensure that when dropping the flagstick, no damage is done to the putting surface, and that neither they nor their playing partners damage the hole by standing too close to the hole. The flagstick should be properly placed in the hole before the players leave the putting green.
- H. When play of a hole has been completed, players should immediately leave the putting green. To increase pace of play, marking scores while standing on a green is prohibited.
- I. A player hitting from a fairway of a hole other than that he is playing does not have the right of way and must wait his turn.
- J. A ball coming to rest on a tee or green other than that of the hole being played shall be dropped from such tee or green before being played, but no nearer the hole being played. No penalty shall be assessed.
- K. If a group fails to keep its proper position on the golf course, they must ask the group following to pass through. Should the above conditions prevail and the following group is not invited through, the following group shall have the right to ask permission to play through. Any group must step aside and let a group behind play through, when a course official so requests.
- L. Failures to observe any of the following established rules is considered a serious offense, and repeat offenders shall be subject to curtailment of golf privileges.
  1. Throwing trash anywhere on the golf course at any time. All paper, bottles, cans, cigarettes, cigars, food etc. should be placed in a golf bag or golf cart until reaching a trash receptacle.
  2. Display of temper or other unbecoming conduct.
  3. Failure to repair ball marks on greens or divots on fairways.
  4. Failure to fill and rake your tracks before leaving a bunker.
  5. Playing a ball from the putting green with a club that will damage the green is not permitted. When your ball comes to rest on a green or



approach of a hole other than the hole being played; the ball should be lifted and dropped to one side; no closer to the hole being played. This may be done without penalty.

6. Permitting a golf bag to be placed on any putting green.
7. Permitting a pull or push cart on to a green, collar or tee box.
8. Failure to yell “Fore” when placing others in danger by the flight of your ball.

Section 18. *Liability for Personal Injury or Property Damage.* All players on the golf course should carefully read the following information:

- A. The Club assumes no responsibility or liability whatsoever for any injury or damage caused to persons or property resulting from play on the golf course.
- B. It is the personal responsibility of property owners and golfers, who are exposed to various hazards and liabilities that may arise from golf play, to provide insurance protection for themselves for the purpose of guarding themselves and their property against such liability.
- C. Players on the golf course are expected to report immediately to the Golf Staff or the Golf Course Superintendent any injury or damage to persons or property caused by him.
- D. Use of the golf course is limited to the game of golf only. Walking or running on the cart paths or any other activities such as fishing or “golf ball poaching” are not permitted.
- E. The staff has the right and obligation under Maryland Liquor Laws to refuse service, including cart usage to anyone deemed to be under the influence of drugs or alcohol.

## CLUBHOUSE RULES AND REGULATIONS

Section 1. Rules of Conduct. Members are requested to observe all common rules of etiquette, so Club Facilities may be enjoyed by all. Quiet enjoyment of the Club and proper decorum must be observed in the Clubhouse and on the grounds at all times. Conduct and appearance shall adhere to standards of good taste at all times.

Section 2. Rules of Operation. The schedule of operation for the Clubhouse shall be posted by the Club Manager monthly. Hours of operation and the dates and times of opening and closing of the Club are subject to the discretion of the Club Manager and the Owner of the Club. Specific hours of operations and the times of any special events shall be announced in the Club Calendar of Events. Club closures, due to inclement weather, etc. shall be posted online.

Section 3. Reservations.

- A. Reservations are required for all special Club functions and encouraged for regular activities. Reservations shall be held only one-half hour past their stated time, and no guarantee of available space shall be made past that time unless prior arrangements have been made with the Events/Food & Beverage Manager. A cancellation fee may be charged to any party who fails to cancel an unused reservation.
- B. Member's private parties and receptions shall be permitted subject to the following terms and conditions:
  - 1. Reservations and arrangements must be made in advance with the Event/Food and Beverage Manager.
  - 2. Members must accept full responsibility for payment of private parties and the conduct of their guests.
  - 3. Guests must comply with all Club conduct and dress requirements.
  - 4. Members must be personally present at all times during a private event.

Section 4. Attire, Grooming and Conduct. Please exercise discretion and reasonable judgment; the Club hopes that these general guidelines are sufficient. We have no desire to tell our members and their families how to dress.

- A. Attire and grooming shall not be such as to generally offend other members or their guests. Persons in bare or stocking feet are not allowed in the Clubhouse or on the Club grounds except as authorized in the swimming pool or locker rooms.
- B. Attire for special Club functions shall be in accordance with the information published for each occasion.

Men

Footwear and shirts are required.

Shirts must have sleeves. No tank tops or undershirts only.

No cut-offs or tattered clothing.

Denim is permitted.

Women

Shoes are required.

No short shorts or bare midriffs.

Must have a cover up on over bathing suits in Clubhouse and on patio.

No cut-offs or tattered clothing.

Denim is permitted.

- C. The Club Manager, Event/Food and Beverage Manager and Restaurant Wait Staff are responsible for interpreting and enforcing the above dress guidelines.
- D. Host members are responsible for their guest's attire.
- E. Changing of apparel is permitted only within respective locker rooms.
- F. Members shall conduct themselves in a manner, which shall not interfere with enjoyment of the Club by other Members and their guests. The use of obnoxious language and boisterous behavior are specifically prohibited.
- G. Out of respect for all Members, cell phones should be placed on vibrate or silent mode while in the Clubhouse.

Section 5. Guests.

- A. Members may bring guests to the Club at prescribed times.
- B. Members are responsible for the conduct and all obligations incurred by their guests.
- C. The Club, at its sole discretion, may deny guest privileges to any individual for any reason whatsoever.
- D. Parents and guests bringing small children to the Club must keep them in their presence and under their control.

Section 6. Minors.

- A. Anyone under the age of eighteen (18) years shall be considered a minor for the purpose of all applicable Rules and Regulations.

- B. Generally, no unaccompanied minors are permitted in the Clubhouse or on Club property, unless they are mature enough to be responsible for their own conduct. Member parents or guardians of minors shall be held directly responsible for the actions of their minor children or their guest's minor children when such minors demonstrate that they are incapable of action in accordance with established policies of the Club. In cases of repeated violations, restrictions may be imposed on family use of the Facilities and property.
- C. Minors under the age of twelve (12) years old, must be accompanied by a responsible adult at all times on club property..
- D. Minors are not allowed to sit at the bar at any time but may sit at a bar table only when accompanied by an adult.

Section 7. Food and Beverage.

- A. Only food and beverages purchased from the Club may be consumed in the Clubhouse.
- B. Food and beverages must be consumed only in authorized areas on the Club premises.
- C. Alcoholic beverages shall be served only in accordance with state law, and liquor law violations are prohibited on the Club premises.
- D. The staff has the right and obligation under Maryland Liquor Laws to refuse service to anyone that is deemed to be impaired or under the influence of drugs or alcohol.
- E. After opening a bottle of wine, a re-corked bottle of wine may be taken home by a member or guest.

*IT IS ILLEGAL FOR ANY MEMBER OR GUEST TO BRING ALCOHOLIC BEVERAGES ONTO CLUB PROPERTY FOR PURPOSE OF CONSUMPTION, USE, OR STORAGE ON THE PREMISES.*

Section 8. Lockers and Club Storage. Lockers are made available to all dues-paying Members on a "space available" basis upon payment of the annual locker fee. The following rules have been established for the use of the locker room and lockers:

- A. Towels and other items, which are Club property shall not be taken from the premises or kept in lockers and shall not be available for use outside the locker rooms.
- B. Golf clubs and golf bags shall not be stored in lockers. Each Member receiving a locker is responsible for the safekeeping of all items within the assigned locker.  
*NOTE: THE CLUB IS NOT RESPONSIBLE FOR LOSS BY ANY COURSE WHATSOEVER OF PERSONAL PROPERTY OR EFFECTS LEFT IN OR ABOUT THE CLUBHOUSE OR GROUNDS.*
- C. Locker room and Club bulletin boards shall not be used for the purpose of promoting any activity other than activities relating to the Club unless, prior approval has been granted by the Club Manager.
- D. Lockers of guests may be arranged on a single-day basis through the locker room attendant if available.

- E. The Club reserves the right to establish a separate fee for expenses incurred by the Club in connection with Club care and Club storage. A schedule of any such fees imposed by the Club shall be available from the Head Golf Professional.

Section 9. *Parking.*

- A. All persons must drive and park motor vehicles in accordance with posted and marked regulations.
- B. Only golf course maintenance vehicles are allowed on the golf course.
- C. The Club shall not be responsible for loss or damage to automobiles driven or parked on Club premises.
- D. Driving Safety.
  - 1. You should always drive slowly and carefully in the parking areas of the Club. Remember that pedestrians and golf carts have the right-of-way.
  - 2. Please be courteous to our neighbors. You should always drive slowly and carefully on Golf View Drive.
  - 3. Park vehicles only in areas provided for this purpose. Never block the entrance, fire hydrants, or park in areas posted “No Parking”.
  - 4. Avoid the use of vehicle horns except in the interest of safety.
  - 5. No loud music is allowed in the parking area of the Club.
  - 6. Bicycle and skateboard riding are not allowed on Club property. Bicycle riders are expected to walk with their bicycles after entering the parking area.

Section 10. *Animals.*

- A. With the exception of the Club’s working goose dog, or a licensed service dog, all other animals are not permitted on Club property without the consent of the Club Manager.
- B. Owners of pets shall be held directly responsible for any damage created to the golf course or Club property by their animals.

Section 11. *Complaints and Grievances.*

- A. Any suggestions or complaints regarding service rendered by Club personnel should be made to the Club Manager in person, by phone, e-mail or via the Club’s website. Members are requested to refrain from voicing a complaint to an employee, other than the Department Manager about such matters.
- B. All members and employees of the Club are requested to report any violation of the Rules and Regulations to the Club Manager. Members violating Club Rules and Regulations shall be subject to such actions as is deemed necessary in accordance with the Club Rules and Regulations.
- C. A Member shall not reprimand a Club employee in any way. Inattention to duties or lack of courtesy when reported to the Department or Club Manager shall receive his or her immediate attention.
- D. Employees are to be treated in a courteous and considerate manner.
- E. A Member shall not have the right to request personal service of any employee when that service requires the employee to leave his area of responsibility.

Section 12. Charge Privileges. Charge slips must be signed by a Member or an authorized member of the Member's family; who shall sign the Member's name and number. Charge privileges may be suspended if a Member is more than thirty (30) days delinquent, measured from the billing date, in paying bill. Further delinquent accounts shall be subject to a suspension of privileges and termination of membership along the use of an outside collection agency or legal action to collect the outstanding debt to the Club.

Section 13. Solicitations. The solicitations of funds or subscriptions for any purpose or the sale of raffle or lottery tickets on the Club premises is prohibited. Club fundraisers or raffle may be done with the permission of the management staff. No circulars, advertisements, notices, etc., other than Club notices may be posted or distributed in the Clubhouse or on the Club premises. Only donation requests from current Club Members shall be accepted.

Section 14. Liability. The Club assumes no responsibility for the loss of personal property on the Club premises. Members and their guests are responsible for securing and insuring their personal property against loss. Any person who finds a lost item of personal property is requested to leave it at the Golf Shop counter or at the Club's Business Office.

## SWIMMING POOL RULES AND REGULATIONS

### Article I General Rules

Section 1. *Management of the Pool.* Set forth below is the Pool Rules and Regulations for the Club. The Club Manager shall control all matters relating to the use of the swimming pool at the Club.

Section 2. *Hours of Operation.* The hours that the swimming pool shall be open as posted monthly in the Club Newsletter are subject to change. The Club reserves the right to establish one day per week on which the swimming pool may be closed for necessary cleaning and maintenance. The Club Manager shall post the day on which the swimming pool may be closed for any reason.

Section 3. *Registering.*

- A. All Members of the Club, their family members, and their guests must register with the Pool Attendant or Lifeguard on duty before entering the swimming pool. The name of each Member, family member, and guests must appear on the daily swimming pool attendant sheet maintained by the Club.
- B. Membership identification is required for admission of all Members regardless of age. This identification consists of a valid membership card.
- C. If a Member is asked to leave the pool, the Member must do so promptly, and if a Member is chaperoning a younger person or guest, that person or guest must also leave.
- D. If a chaperon leaves the pool for any reason, the chaperon must also take the persons being chaperoned.

Section 4. *Closing of the Pool.*

- A. The Lifeguard and Club Manager shall determine when the swimming pool shall be closed due to weather or maintenance conditions and shall further determine when the swimming pool may be reopened for use.
- B. All pools shall be cleared at the first sign of lighting/thunder and shall remain cleared until one-half hour after the last sign of lighting/thunder. If such conditions persist, the Pool Staff, may, at their discretion, close the pool until they determine that it is safe to reopen.

Section 5. Refusal of Privileges. The Lifeguard or Club Manager shall have the right to refuse swimming pool privileges to anyone who, in the judgment of the Lifeguard or Club Manager, violates established rules and decorum. Failure to cooperate with either the Lifeguard or Club Manager may result in disciplinary action.

Section 6. Personal Property. Members are reminded not to leave personal property unattended in the swimming pool. Lockers are available in the pool bathroom on a daily use basis. The Club is not responsible for lost or stolen property.

Section 7. Guests. Guests may use the swimming pool in accordance with the guest privileges established in these Rules and Regulations. Guests must be accompanied by a Member of the Club. Each Member must register him/herself and his/her guests and pay the applicable Guest Fee. Failure to register a guest shall result in a disciplinary action plus assessment of the applicable Guest Fee against the Member.

Section 8. Liability for Personal Injury of Property Damage. All Members should note carefully the following information:

- A. The Club assumes no responsibility whatsoever for any injury or damage caused to persons or property resulting from use of the swimming pool.
- B. Any person using the swimming pool shall immediately report to the attendant any injury or damage to persons or property caused by such person.

Section 9. Amendments. The Club reserves the right to exercise its sole discretion to amend these Rules and Regulations from time to time.

## Article II Swimming Pool

Section 1. General Rules. The following Rules and Regulations are for the protection and benefit of all persons to assure safe and sanitary operation of the swimming pool and related facilities. The cooperation of the Members will afford pleasant relaxation and recreation for everyone concerned. Members are requested to caution their children and their guests to observe the Pool Rules and Regulations and to obey the instructions of the Pool Attendant and the Lifeguards. Any failure to comply with the Pool Rules and Regulations shall be considered sufficient cause for the Member to be deprived of the use of the swimming pool by the Pool Attendant, Lifeguard on duty, or the Club Manager.



Section 2. Swimwear. Any person using the swimming pool shall dress in appropriate swimwear. No person shall be permitted to wear non swim shorts, “cut-offs”, etc. in the swimming pool. When going from the pool to the Clubhouse, a swimsuit only is not allowed. Shorts, shirt or cover up and shoes are required to be in the Clubhouse or on the patio.

Section 3. Pool Attendant and Lifeguards. No person shall use the swimming pool unless the swimming pool is officially opened and the Pool Attendant or Lifeguard is on duty. All persons shall obey the instructions of the Pool Attendant and the Lifeguards. All persons must stay clear of the lifeguard stations and shall not loiter at the check-in table. Each Member is required to sign in themselves, other family members or guests upon entering the pool area.

Section 4. Health Requirement. Use of the swimming pool and admission to the swimming pool area may be refused to any person having a cold, inflamed eyes, infection, wearing a bandage, or having an open sore or any other unusual physical condition that might affect the health and welfare of other persons using the swimming pool. All persons must take a cleansing shower before entering the pool. Spitting of water and similar unhygienic actions in the swimming pool or in the swimming pool area are not permitted at any time. Children in diapers must wear a swim diaper (per local Board of Health) in both the large and baby pools.

Section 5. Adult Swim. The Club reserves the right in the exercise of its sole discretion to designate certain times for the exclusive use of the swimming pool by adult Members and guests. Adult is defined as eighteen (18) years of age or older.

Section 6. Minor Children. Children five (5) and under must be accompanied by a responsible adult at all times while swimming in either pool. Children ages six (6) to nine (9) years of age must be accompanied by a responsible adult at all times within the pool area. Children ten (10) to fifteen (15) years of age must be accompanied to the swimming pool by an adult. Baby pool is reserved for children four (4) and under. Children misbehaving can be subject to losing swim privileges. The Pool Attendant and Lifeguards are empowered to deny swimming pool privileges to any child who cannot demonstrate satisfactory swimming ability. Children may be required to pass a swim test. Children must be picked up at the swimming pool no later than the posted or scheduled closing time for the swimming pool.

Section 7. Safety Considerations.

- A. No running, pushing, dunking, or rough play will be permitted in the swimming pool or in the swimming pool area. Standing or sitting on another’s shoulders is not permitted. The use of kickboards, tubes, beach or foam balls, etc. is allowed only by permission from the Lifeguard. Athletic balls are not permitted in the pool but may be used on the lawn.

- B. Persons unable to demonstrate the ability to swim properly will not be permitted in the deep-water areas of the swimming pool.
- C. Non-skid soled shoes are allowed on the pool deck.
- D. No diving or jumping permitted unless allowed by the Lifeguard in designated areas or times.
- E. Glass containers and breakable objects are not permitted in the swimming pool area. Food and beverages may not be consumed in the pool. No alcoholic beverage can be consumed on the Club premises unless purchased from the Club.
- F. No intoxicated persons will be allowed in the swimming pool area.
- G. No play equipment; playpens, etc. shall be allowed in the swimming pool area.
- H. No pets shall be permitted at any time in the swimming pool or in the swimming pool area, without permission from the Club Manager.
- I. All refuse must be placed in containers provided for this purpose. Members are urged to assist in keeping the swimming pool and the swimming pool area clean.
- J. Persons wearing glasses or goggles in the swimming pool must secure their glasses or goggles with an appropriate support band.
- K. No smoking is permitted in the swimming pool area. Smoking is permitted on the pool lawn only.
- L. Members must provide towels for their use and the use of the family members and guests.
- M. Chewing gum is not allowed in the pool or bathhouse areas.
- N. Small plastic or rubber hand toys may only be used in the baby pool.
- O. No large flotation devices are allowed in the pool. Small items such as noodles, kickboards and other teaching devices may be allowed by the lifeguard.
- P. Lifeguard service is not provided for the baby pool. Parents or their delegated representatives must always assume responsibility for their children in the baby pool area. Children using the baby pool shall be supervised at all times by an accompanying person sixteen (16) years of age or older.
- Q. No hair dryers are to be used in the men's or ladies' bathhouses as the floor is wet and the use of electric appliances under these circumstances is extremely dangerous.
- R. The playing of radios or MP3 players is allowed only with earphones.
- S. Swim team equipment is only to be used by the team during team practices or lessons.

Section 8. *Guest Passes and Private Parties.*

- A. A Member must check in their guests with the Lifeguard on duty upon visiting the pool, to which a fee maybe charged. Guest Fees to the pool are to be posted at the beginning of each swim season for Member information. The Club reserves the right to limit the number of times a guest shall be allowed in a calendar year.
- B. Private swimming groups or swimming parties must be arranged in advance with the Club Manager. Such events may close the pool early. These dates shall be posted.

Section 9. *Conduct and Language.* All persons using the swimming pool and in the swimming pool area shall conduct themselves in a manner as to not disrupt or impair the use and enjoyment of the swimming pool by others. Profane and vulgar language is strictly prohibited. Violation of this rule may result in suspension of swimming privileges and required to leave the pool area.

Section 10. *Liability.* All persons using the swimming pool do so at their own risk. The Club assumes no responsibility for any accident or injury in connection with the use of the swimming pool or for any loss or damage to the personal property in the swimming pool or swimming pool area. All persons using the swimming pool agree not to hold the Club liable for any actions of any kind whatsoever occurring within the swimming pool area. All Members are responsible for the actions of their children and their guests.