

Rules and Regulations Pinewild Country Club of Pinehurst

It is the intent of PINEWILD PROJECT LIMITED PARTNERSHIP ("Owner") to limit these Rules and Regulations to a minimum required for the mutual enjoyment of PINEWILD COUNTRY CLUB OF PINEHURST ("the Club") by all its Members and their guests. The Owner has established an Advisory Board to serve in an advisory capacity. Included in the items under the purview of the Advisory Board are social and recreational activities, house rules and other items relevant to "tailoring" the Club to the members' needs and interest. It is the responsibility of the membership of the Club to know these rules and to cooperate with Management and Staff in the enforcement thereof. These Rules and Regulations supersede all prior Rules and Regulations and are subject to amendment and modification from time to time by Owner.

Qualifications for Membership

Each applicant for membership shall (a) be at least twenty-one (21) years of age, (b) have completed in all respects a membership application, (c) be of good reputation, high moral standing and creditworthy, and (d) be sponsored by two (2) or more Members in "good standing". The privileges of membership extend to the applicant who shall be deemed the "Member," as well as spouse and unmarried children less than twenty-one (21) years of age, and either without a separate source of income and living at home, or the member's immediate family attending school on a full-time basis.

Privileges of Membership

Listed below are the privileges associated with the Club's membership classifications, which privileges are available to the Member, provided all fees and charges applicable to the membership are paid by Member and Member abides by the Rules and Regulations and Bylaws of the Club, as established by Owner from time to time.

Full Privilege Membership

This membership allows the Member and immediate family to use of the Club facilities, including golf (Magnolia, Holly, Azalea and Challenge courses), clubhouse, golf practice facilities, tennis and swimming facilities when available, without payment of court, pool or green fees.

Club Membership

This membership allows the Member and immediate family to use of the Club facilities, including Challenge course, clubhouse, golf practice facilities, tennis and swimming facilities without payment of course, court and pool fees. The Club Member and their immediate family may use the golf facilities (Magnolia, Holly and Azalea courses) upon payment of the applicable green and cart fees established by Owner/Manager from time to time.

Leisure Membership

This membership allows the Member and immediate family to use of the Club facilities, including Challenge course, clubhouse, golf practice facilities, tennis and swimming facilities without payment of course, court and pool fees. The Leisure Member and their immediate family may use the golf facilities (Magnolia, Holly and Azalea courses) upon payment of the applicable green and cart fees established by Owner/Manager from time to time. Said green and cart fees charged to a Leisure Member shall be at a higher rate than that charged to a Club Member.

Non-property Owner Membership

This membership allows the Member and immediate family to use of the Club facilities based on the classification of membership chosen.

Founder Membership

Founder membership status is conferred on all Members who activated their membership prior to June 1, 1989.

Owner reserves the right to create other classes of membership and to establish the privileges, initiation fees, dues and other fees of such other classes of membership as Owner may determine.

Transferability

Memberships may be transferred. Upon transfer, the Club shall receive a percentage of the initiation fee in effect at the time as follows:

Full Privilege Membership at fifty [50%] percent of the initiation fee, Club Membership at thirty [30%] percent of the initiation fee and Leisure Membership at twenty [20%] percent of the initiation fee. The Owner reserves the sole right to set the initiation fee, as well as change the initiation fee from time to time. Downgrading to another classification of membership may be done at the time of annual renewal (presently set as January 1st). However, a membership which is "downgraded" from a one classification to another must remain at said "downgraded" status for a period of twelve (12) months.

In the event of the death of a spouse, the surviving spouse may elect to "downgrade" classifications at any time during the year, provided that the deceased and the surviving spouse were previously Full Privileged members of the Club.

"Upgrading" of a membership may be done at any time, except for the provisions provided herein with respect to a twelve (12) month waiting period for a membership which has been previously "downgraded". Club and Leisure Memberships, where said transfer was initiated after January 1st, 2018, may be upgraded to a "higher" category of membership, provided that the applicable Transfer Fee paid is commensurate to the category of membership to which the "upgrade" is applied.

Corporate memberships may assign a new designee at any time upon application and approval and the payment of a change of designee fee to the Club.

Management and Operation

The Club is managed by Tohato Realty USA, Inc. ("Manager"), working in cooperation with the Advisory Board. Manager and the Advisory Board shall meet on a regular basis. The Advisory Board may advise and counsel Manager on the social and recreational activities of Members and their guests; however, operation of the Club is vested solely in Owner, and Owner will ultimately make and be responsible for all decisions. The Manager is responsible for the operation of the Club facilities and has the exclusive authority to accept members, establish initiation fees, dues, fees and charges, establish rules and regulations and control the management of the Club facilities.

Charges

1. Each Member will receive a membership card setting forth the account number of such membership. Only a Member and his designated account user, approved by Manager, may use such membership card. Each Member must carry the membership card while using the Club facilities.
2. Members shall not lend or give their cards to others under any circumstances. Violations may result in disciplinary action by the Club. Lost or stolen cards should be reported, in writing, immediately to the Club accounting office. A fee for reissuing a new card may be charged to the Member's account. Member shall be responsible for all charges incurred prior to Club receiving written notification.
3. Members will be billed monthly for charges incurred.
4. Private cart trail fees will be billed bi-annually, with USGA Handicap fees being billed annually.
5. Members will sign for purchases using their assigned membership card number and their normal signatures.
6. Designated account users may use the membership cards of a Member, provided the Member has given the Club prior notice of such use in writing. Such users shall sign their own names and specify which account they are designated to use, both by name and account number on each ticket.

7. If the balance of the house account of any Member becomes past due, Manager may, at its discretion, post within the clubhouse the name of the Member and the fact that such Member is past due. If the balance of the house account of any Member remains unpaid for a period of ninety (90) days after billing, notice thereof shall be sent to the Member and the Member's credit and use of the Club shall be suspended indefinitely. Such notice of suspension may be included in or with the statement of account of the Member. If payment is not made within ten (10) days after the notice is deposited in the mail by Manager, such Member shall be subject to disciplinary action, including suspension without further notice to the Member.

Membership Dues

The Owner will determine the amount of annual dues for each membership classification to be payable from time to time. Annual dues adjustment will take place on January 1st unless determined otherwise by Owner. In the event of the death of a spouse, the remaining widow/widower may elect to remain as a Full Privileged member and pay eighty (80) percent of the Full Privileged dues that are currently in place at the time, provided that the deceased and the surviving spouse were Full Privileged members of the Club. It is the responsibility of the widow/widower to notify the Club with respect to the death of a spouse.

The dues level will be established by evaluating the dues charged by competitive clubs in the area and by maintaining the balance relationship between the quality image of the Club and economic requirements of the Club.

On an ongoing basis, clubs continue to feel the brunt of inflation as much or more so than most businesses. Obviously, these costs must be covered, and it will be the Club policy to have dues level adjustments made on an annual basis to assure the Club keeps at least pace with the constantly rising costs of services. This policy will make the burden on any individual Member at any one time much less onerous than larger, but less frequent increases.

Guest Policy

1. Guests are permitted to enjoy all of the social and recreational facilities when accompanied by their host Member, subject to payment of applicable fees and charges.
2. Each host Member is responsible for the conduct of his/her guests.
3. Each host Member is responsible for all charges incurred by his/her guests.
4. Guest privileges may be restricted at any time during the year at Owner's sole discretion.
5. Golf, tennis and recreational facilities:
 - (a) Members may entertain guests at the recreational facilities of the Club upon payment of the prevailing fees and charges. Any guest fees not collected at time of check-in will be billed to the respective members account.
 - (b) Members shall not entertain such number of guests at any one time as to interfere with the use and enjoyment of recreational facilities by other Members.
 - (c) The limitations and requirements relating to guests may be waived in whole or part by Manager under extraordinary circumstances on a case-by-case basis.

Conduct

1. Members and their guests shall not interfere with the management of the Club.
2. Employees of the Club are under the sole supervision of Manager. Members and guests shall not reprimand nor attempt to discipline any employee. All comments, suggestions, or recommendations relating to the facilities, service or employees of the Club shall be reported in writing to Manager.
3. Members and guests must identify themselves to the Club employees when requested to do so.
4. Children less than sixteen (16) years of age are not permitted in the Club unless accompanied by an adult Member.
5. Persons less than twenty-one (21) years of age are not permitted in the cocktail lounge or in the men's locker room lounge at any time and are not permitted to enter the locker rooms unless accompanied by an adult Member.

6. Employees are not permitted to leave the Club grounds on errands for Members or their guests.

Privacy

1. The Club facilities shall not be used for political or commercial purposes.
2. Subscription lists, petitions and requests for charitable contributions shall not be brought into nor circulated in the Club except by and for purposes of the Club.
3. News media representatives, in their official capacities, shall not be admitted to the Club without prior approval of Manager.

Gambling

1. Gambling is not permitted in the Club. This rule shall not apply to games of chance sanctioned by the laws of North Carolina.

Private Parties

A member may reserve facilities of the clubhouse for a private function based upon availability. The host Member must attend the function and will be responsible for arrangements to be made with the Club Manager, as well as all charges incurred.

Pool Rules

1. Pool rules are posted in each individual pool area and Members, their guests and their children are expected to follow those rules as well as those stated herein at all times.
2. Members, their guests, and their children swim at their own risk and use all pool facilities at their own risk. No lifeguards are on duty at any of the pools.

Vehicle Rules

1. Vehicles must be parked in designated areas.
2. Private golf carts with a valid trailways permit may travel only the Club pathways and staked trailways.
3. Club golf carts, whether on daily rental or annual contract, shall be used only in the established pathways and trailways and shall not be driven off the Club grounds or to vehicular parking areas. The carts must be returned to the cart staging area.

Food & Beverage

Attire:

The Club Manager or Dining Room Manager may determine attire for events in designated Club rooms. Shoes must be worn at all times. Gentlemen are encouraged not to wear hats or caps in the clubhouse.

Formal	Men-Jacket & Tie Women-Dressy Attire
Informal	Jackets, no Tie
Casual	Golf Attire, no T-Shirts, Denim Jeans of any color or Shorts
Golf Events	Appropriate Golf Attire

Reservations:

1. Golf Tournaments with food and beverage reservations require 72 hours for cancellations.
2. Reservations are required for all Club sponsored dining events. Cancellation policy is 48 hours.

Alcoholic Beverages:

1. Members and guests are not permitted to bring alcoholic beverages into the Club from any source outside the Club.
2. Members and guests are responsible for the compliance with all applicable liquor laws and regulations of North Carolina.

Gratuities:

Gratuity may automatically be added to all food and beverage charges.

Golf

The use of the golf courses is restricted to playing golf as golf courses are not a safe environment for children to play, members to walk or walk their pets, hunt for golf balls, or any other purpose other than playing golf. This policy will be strictly enforced and is in effect whether the courses are open or closed.

Section I. Golf and Golf Course Policies

1. All golfers must register in the Golf Shop at least 20 minutes prior to their scheduled tee time, and be available at the starter's location 10 minutes prior. Golfers who fail to make their scheduled tee time can expect to be placed in a later tee time, whenever one may be available.
2. Foursomes shall have priority on the golf course. Every effort will be made to pair twosomes or add a fourth player to a threesome.
3. Play shall begin on the first tee, unless otherwise directed by the starter.
4. Members are permitted to walk the golf courses after 2.00 pm or at the discretion of the golf professional staff.
5. Each player must have his/her own set of clubs and bag.
6. Golfers are requested to:
 - (a) Repair at least their own ball marks on each green before completion of play.
 - (b) Repair divots by filling them with sand.
 - (c) Rake all bunkers after use, and place the rake outside the respective bunker.
7. Golfers must have a current USGA handicap to participate in any event sponsored by Pinewild Country Club of Pinehurst, the Pinewild Golf Committee, or the Pinewild Men's or Women's Golf Association.
8. Players are advised to cease play and seek appropriate shelter immediately when lightning or thunder is in close proximity to the golf course.

Section II. Golf Carts

1. Member's private cart programs are available at Pinewild Country Club of Pinehurst. Members are encouraged to review private cart contracts before purchasing a golf cart.
2. Rental or private carts may be operated only by persons over the age of 16 who have a valid driver's license.
3. Members and guests must carry their own liability insurance for coverage incidental to the use of carts.
4. No more than two players and two sets of clubs are permitted on a cart.
5. The following driving rules must be observed:
 - (a) Carts must return to the cart path within thirty yards of all tees and greens.
 - (b) All four wheels of the golf cart must remain on the cart path adjacent to the tees and greens.
 - (c) While players are putting, carts are to be parked to the rear of the greens, when practical, to improve pace of play.
 - (d) All cart drivers must observe the cart rules of the day which will be available in the Golf Shop.
6. Unneeded carts should be returned to the clubhouse before play starts, not left at the driving range or starter kiosk.
7. Pull carts (manual or electric) are not permitted on any course or practice area at Pinewild Country Club of Pinehurst.

Section III. Practice Policies

1. The only authorized practice areas are the designated driving range area, the practice putting greens and the Challenge course.
2. Hitting practice shots on the Magnolia, Holly or Azalea courses is prohibited.
3. Range baskets and balls are Club property. Baskets and range balls are not to be removed from the practice area and should be returned to the range kiosk. Range balls are not to be used on any of the courses.

Section IV. Golf Services

1. Official USGA handicaps are maintained for an annual fee. Members are asked to post their scores (home or away games) as promptly as possible, using Equitable Stroke Control guidelines.
2. The golf professional staff is available for individual or group lessons. Contact one of them to make arrangements.

Section V. Tee Times

1. Full Members may reserve tee times nine (9) days in advance, with Club/Leisure Members being allowed to reserve tee times seven (7) days in advance.
2. The procedure for special requests takes the form of a letter or email addressed to the Head Golf Professional explaining the reason for the special request outside the respective booking window. Certain criteria need to be met, and it is at the sole discretion of the Head Golf Professional as to whether or not the special request is satisfied.
4. Tee times are reserved in advance by Management for the following reasons; Pinewild Men's Golf Association play, Pinewild Women's Golf Association play, Pinewild Ladies' Nine Hole League (PAL) play, various Club sponsored member events, and various events, outings or tee times authorized by Ownership.

Club Usage

The present facilities of Pinewild Country Club of Pinehurst may be used by current dues paying members of the Club and their guests, and designated employees and guests of the Owner. During the growth of the Club and the surrounding real estate development, persons who express an interest in purchasing a homesite and/or membership in the Club, including members of the general public may wish to preview the Club facilities and golf course. For this reason, as well as to defray the costs of operating the Club, and help keep Club member dues at a reasonable level, the Owner may permit persons whom the Owner wishes to interest in purchasing a homesite and/or Club membership to use the Club facilities. When the total number of Full Privilege Members in the Club grows to 600, the Owner intends to convert the Magnolia Course to "member only" status. When the total number of Full Privilege Members in the Club grows to 1,200, the Owner intends to convert the Holly Course to "member only" status.

Azalea Course and Challenge Course

The Azalea Course and the Challenge Course are available on a first come, first served basis instead of tee times, and is available for play by members as well as play designated by Owner.

Section VI. Golf Course Attire

1. Proper attire must be worn at all times.
2. Gentlemen: Tank top shirts, undershirts or the like, shorts (other than Bermuda or mid-thigh length) and any kind of cutoff trousers or denim jeans of any color are not permitted. Shirts must be worn at all times on the golf course.
3. Ladies: Bermuda or mid-thigh length shorts or skirts of comparable length may be worn. Halter tops are not permitted.

General

1. Each Member agrees that none of the Club, Owner, Manager or Advisory Board is responsible or liable to Members or their guests for articles damaged, lost, or stolen in or about the Club, or left in lockers, or for loss or damage to any property, including but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided to Members are offered as a convenience to them, and the Club does not guarantee the integrity of any lock. Any property remaining on the Club premises after termination of such membership is deemed abandoned, and Member relinquishes all claims to such property.
2. Each Member shall be legally and financially responsible for his acts or omissions as well as those of his/her immediate family. Further, each Member shall be financially responsible to pay indebtedness incurred by the member, immediate family members and their guests.
3. Animals (except seeing-eye dogs) are not permitted in the clubhouse nor on any recreational facilities at any time.
4. Each Member is responsible for the acts, omissions, and the prompt payment of all charges incurred by the Member, immediate family members and their guests, and any other designated user of the membership privileges.
5. Notices shall not be posted on the bulletin boards without the approval of Manager. Unauthorized removal, alteration or mutilation of notices is prohibited.

Effective Dates

These Rules and Regulations shall be deemed effective as of the 1st day of January, 2018.