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# HAMPTON HALL CLUB

## RULES AND REGULATIONS

It is the intent of management of Hampton Hall Club to limit these Rules and Regulations to the minimum required for the enjoyment of the Facilities by all members, immediate family members and their guests. The obligations of enforcing these Rules and Regulations for the good of all users is placed primarily in the hands of a trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which a member of Hampton Hall Club is entitled. It is further the responsibility of the membership to be familiar with these Rules and Regulations and to abide by them at all times.

### GENERAL CLUB RULES

1. The hours of operation of all facilities and services provided at Hampton Hall Club will be established by the Board of Directors of Hampton Hall Club, Inc. (either the Full Board or the Golf Board, as applicable), doing business as Hampton Hall Club (the "Club") considering the season of the year and other circumstances. Certain facilities will be closed from time to time for maintenance, repairs and other purposes deemed necessary by the Club.

2. **MEMBERS, DESIGNEES, IMMEDIATE FAMILY MEMBERS AND THEIR GUEST USE THE FACILITIES (AS PERMITTED BY HIS/HER CLASSIFICATION OF MEMBERSHIP) PROVIDED AT HAMPTON HALL CLUB FROM TIME TO TIME AT HIS/HER OWN RISK.**

3. Members, designees, immediate family members and their guests must abide by all rules established by the Club as they may be amended from time to time. Members and designees are responsible for ensuring that their immediate family members and guests comply with all rules of the Club.

4. No member or group of members acting in concert shall allow the same guest to frequently use the Facilities as a substitute for membership.

5. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at Hampton Hall Club during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of South Carolina. Alcoholic beverages will not be sold for consumption off the Club's premises. All alcoholic beverages consumed on the Facilities must be purchased at Hampton Hall Club.

6. Proper attire, decorum and consideration of the comfort of others must be observed at all times.

7. Members, designees, immediate family members and guests are not allowed in the golf cart storage areas, golf course maintenance area, kitchen or other service areas of the Club.

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8. Dogs and other pets, with the exception of guide dogs, are not permitted on the Facilities without the prior approval of the General Manager. If permitted, such dogs or other pets must remain under control at all times and the member is responsible for any damage caused by the dog or other pet.

9. All food and beverage consumed on the Facilities must be purchased at Hampton Hall Club and outside catering is not permitted, unless otherwise permitted by the General Manager.

10. Members, designees, immediate family members and their guests may not abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the General Manager and no member, designee, immediate family member or guest shall reprimand or discipline any employee, request any employee to perform personal tasks while on duty at the Club or send any employee off the Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately. All such reports will be given prompt attention.

11. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in the parking lot. Parking on grass areas, at the front entrance or in the delivery area of the Club or in any way which blocks the normal flow of traffic is not permitted. "No Parking" signs must be observed.

12. Advertisements in any form are prohibited on the Facilities and shall not be posted or circulated at the Club without the prior approval of the General Manager.

13. Petitions may be originated, solicited, circulated or posted on the Facilities only with the prior approval of the General Manager.

14. There shall be no solicitation in the name of, or on behalf of, Hampton Hall Club nor shall the name, logo or stationery of Hampton Hall Club be used by any member for any purpose, without the prior approval of the General Manager.

15. Smoking is permitted only in designated areas.

16. Loud or offensive language is not tolerated at any time.

17. Firearms and all other weapons are not permitted on the Facilities at any time.

18. Gambling, betting or playing for stakes is not permitted on the Facilities.

19. Women are not permitted in the men's locker room facilities and men are not permitted in the women's locker room facilities.

20. All complaints, criticisms or suggestions relating to the operations of the Club Facilities must be in writing, signed and addressed to the General Manager.

21. The roster of members at Hampton Hall Club is the property of the Club and may be furnished to members of the Club in the sole discretion of the Club. The membership roster shall not be used or given to anyone by a member for any reason whatsoever. Unauthorized release of the membership roster by a member is viewed as a

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very serious breach of Club policy. Violations will be reviewed by the Club and may result in immediate suspension and/or termination of membership or other appropriate sanctions.

22. In accordance with the Plan for the Offering of Memberships and these Rules and Regulations (collectively, the "Membership Plan"), the Club may allow a member who is not legally married (as defined by the laws of the State of South Carolina) to designate another adult who is considered by the member and is held out to the public as the member's spouse and is living in the member's home as a family unit on a full-time basis (the "Significant Other") to use the Facilities in accordance with the terms established by the Club from time to time. The designation must be in writing (form provided by the Club must be signed by both the member and the Significant Other) and approved by the Club in its sole discretion. The Significant Other may not be changed more than once every eighteen months. However, the use privileges of a Significant Other may be terminated at any time by the member by written notice to the Club. The member shall be responsible for all fees and charges incurred by the Significant Other and for the conduct of such Significant Other. The Club reserves the right to establish such fees and other rules relating to the opportunity of a member to designate another adult pursuant to this paragraph as it deems necessary from time to time, in its sole discretion.

23. Any defined terms used herein which are not specifically defined in these Rules and Regulations shall have the same meaning given to such terms in the Plan for the Offering of Memberships or the Declaration Of Covenants, Conditions And Restrictions For Hampton Hall Club (the "Declaration").

24. The Board of Directors of the Club reserves the right to add to, delete from, modify and otherwise amend these Rules and Regulations when necessary and will notify the membership of any change.

25. In the event there is any conflict and/or ambiguity between these Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall control.

### **CLUB CHARGES AND MEMBER PAYMENTS**

1. A membership card indicating a Club account number may be issued to the member and designee and those members of the immediate family requested by the member or designee.

2. The opportunity to charge to a member's or designee's personal Club account is extended as a privilege of membership or use privileges at Hampton Hall Club and is subject to continuing review and approval by the Club. The Club reserves the right to eliminate the use of Club accounts and monthly billings for members and to require that all dues, fees and other charges incurred at the Club be charged to a member's personal credit/debit card or by bank account draft.

3. All charges must be signed legibly by the individual making the charge and the member's or designee's last name and Club account number must be printed on the charge ticket. Guests and employees are not permitted to sign charge tickets on behalf of members and designees.

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4. Members and designees are responsible for the payment of all charges made by their immediate family members and guests. Both the company and the designee are responsible for all dues, fees, dining minimums, if any, and other charges incurred by the designee, immediate family members and their guests.

5. Membership cards, if applicable, must be presented upon request when charging to a member's or designee's Club account. A membership card is not transferable and may not be used by any person other than the person to whom it is issued.

6. It is the responsibility of each member and designee to retain receipts for charges incurred at Hampton Hall Club. Copies of the monthly charges will not be included in the monthly statement. Receipts will only be mailed upon request if a charge is disputed.

7. The Club must be notified in writing immediately if a membership card is lost. Until written notification of card loss is received by the Club, the member and designee shall be responsible for all charges placed on the account. For each membership card replaced, a service charge will be automatically billed to the member's or designee's Club account.

8. All dues, fees, food, beverage, merchandise and services of the Club charged to the member's or designee's Club account may be billed monthly and shall be due upon receipt and shall be deemed delinquent if not paid by the twentieth day of the billing period in which the statement is mailed. Past due bills will accrue each month an amount equal to a minimum late fee established by the Club and/or interest at the maximum non-usurious rate permitted by law from the date of the statement until paid in full, unless such late fee and/or interest rate is waived by the Full Board or the Golf Board, as applicable.

9. If the Club account of any member or designee is delinquent, the Club may take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by a member or designee, or to enforce any other liability of a member or designee to the Club, and if judgment is obtained by the Club, the member and designee shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings).

10. The Club may suspend and/or terminate membership and/or use privileges and/or take any other actions permitted under the Declaration or under the Membership Plan for failure to pay dues, fees, dining minimums, assessments, charges or any other amount owed to the Club in a proper and timely manner. Membership and/or use privileges may be suspended if Club accounts are not paid in full by the twentieth day of the month and are subject to all actions available to the Club under the Declaration or the Membership Plan if Club accounts are not paid in full within thirty days after suspension of membership privileges. The Club may, in its sole discretion, determine not to seek the termination of membership or use privileges. Such determination shall not be deemed a waiver of its right to seek the termination of membership or use privileges at a later date or against any other member or designee of the Club.

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**SUSPENSION AND TERMINATION  
OF MEMBERSHIP AND/OR USE PRIVILEGES**

1. To the extent permitted under the Declaration or the Membership Plan, membership and/or use privileges may be suspended or terminated by the Club or such other disciplinary action may be taken which is deemed appropriate by the Club, including, but not limited to, the institution of a fine, if, in the sole judgment of the Club, the member, designee, immediate family member or guest:

- a. submits false information on the Application for Golf Membership Privileges, which if had been truthfully disclosed, would have rendered the applicant ineligible for membership or use privileges;
- b. permits the unauthorized use of a member's or designee's membership/use card or Club account;
- c. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of Hampton Hall Club or its members;
- d. fails to pay the membership fee or dues, fees, dining minimums, assessments, charges or any other amount owed to the Club in a proper and timely manner;
- e. fails to abide by the Declaration, the Plan for the Offering of Memberships and/or these Rules and Regulations established for use of the Club Facilities, as may be amended from time to time;
- f. treats the personnel or employees of the Club in an unreasonable or abusive manner;
- g. fails to accompany a guest when required by the Club; or
- h. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of Hampton Hall Club or its members.

2. The Club may at any time restrict, suspend or terminate, for cause or causes described in the preceding paragraph, the privilege of any member, designee, immediate family member or guest to use any or all of the facilities provided at Hampton Hall Club to the extent permitted under the Declaration or the Membership Plan. No such member or designee shall on account of any such restriction, suspension or termination be entitled to a refund of any portion of the membership fee, dues, fees, dining minimums, assessments or any other charges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member or designee in good standing.

3. With respect to fines imposed for violations of these Rules and Regulations relating to use of the Facilities, no notice needs be given but the violator may request the opportunity to be heard in accordance with the procedure set forth in Section 9.01 of the Declaration. For disciplinary action other than fines relating to use of the Facilities, the member, designee or immediate family member shall be notified of such proposed disciplinary action and shall be given an opportunity to be heard by the Club to show

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cause why the individual should not be disciplined in accordance with these rules. If the individual desires to be heard, they must provide a written request for a hearing from the Full Board or the Golf Board, as applicable, through the General Manager within seven days after the date of the Club's notice to the individual of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for such hearing, which shall be within forty-five days after receipt of such request. Depending on the severity of the violation in the discretion of the Club, membership or use privileges of the offending member, designee or immediate family member may be suspended by the Club pending a final resolution.

4. Any member or designee at the Club who has had membership or use privileges terminated for any reason other than the failure to meet eligibility requirements for membership shall not again be eligible for membership or admitted to use any Facilities provided at the Club under any circumstances.

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

1. Each member as a condition of membership, and each designee, immediate family member and guest as a condition of invitation to use the Facilities, assumes sole responsibility for his or her property. The Club is not responsible for any loss or damage to any private property used or stored at the Facilities.

2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Facilities, without proper authorization. Every member and designee at Hampton Hall Club is responsible for any property damage and/or personal injury occurring on the Facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member or designee and their immediate family members and guests. The cost of any repairs or replacements to equipment, furnishings or property of the Club caused by a member or designee or their immediate family members or guests shall be charged to the member's or designee's Club account.

3. The game of golf is an inherently dangerous activity and injuries may result from using the golf facilities and riding in a golf cart, from using the other facilities provided at the Club and from participating in events and other activities held by the Club from time to time either on or off the Facilities. Every Member is responsible for any property damage and/or personal injury occurring at the Facilities that are caused by the member, designee, immediate family members and their guests and the Club shall not be responsible or liable for any property damage and/or personal injury occurring at the Facilities, including but not limited to, those resulting from the actions of others. Members, designees, immediate family members, guests and all other persons who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Facilities, shall do so at his or her own risk. Members and designees release, waive, satisfy and forever discharge Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. and Hampton Hall Club and their directors, officers, shareholders, partners, managers, members, employees, affiliates, representatives and agents and the immediate family members of each of them, from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of

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negligence, in law or in equity, which the member or designee may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation the use of golf carts provided by the Club or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities. Members and designees shall defend, indemnify and hold harmless Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. and Hampton Hall Club and their directors, officers, shareholders, partners, managers, members, employees, affiliates, representatives and agents and the immediate family members of each of them, from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the member, designee, immediate family members and their guests.

4. Should any member, designee, immediate family member or guest file a legal action against Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. or Hampton Hall Club for any claim and fail to obtain judgment therein against them, the member and designee shall be liable to Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. and Hampton Hall Club for all costs and expenses incurred by them in the defense of such legal action, including reasonable attorneys' fees (including fees required in connection with appellate proceedings).

### **RESERVATIONS AND CANCELLATIONS**

1. Reservations may be required from time to time. Reservations will be taken on a first-come, first-served basis by pre-registering with the appropriate personnel at Hampton Hall Club.

2. Members and designees are required to make reservations in advance for all special events and Club sponsored parties. A full charge will be levied against those members and designees who fail to either honor their reservations for special events and Club sponsored parties or fail to cancel their reservations during the applicable cancellation period. The Club will establish the cancellation policy from time to time.

3. For all functions of the Club held in the dining facilities, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.

4. Reservations for banquets and special private parties should be made at least four weeks in advance. A nonrefundable deposit may be required and cancellations must be made at least two weeks in advance. If the cancellation is not made during the cancellation period, the member will be charged for each person reserved.

### **GRATUITIES**

1. A gratuity percentage, as determined from time to time by the Board of Directors of the Club (the Full Board or Golf Board, as applicable), is added to all food and beverage sales for the convenience of everyone. Members and designees may change the gratuity amount by noting the new amount and signing the charge ticket.

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2. Cash tipping is permitted at the Club for bag attendants and golf cart attendants and such other positions as management may determine to be appropriate from time to time.

3. In November, it is customary to send a letter from management of the Facilities providing the members and designees with an opportunity to contribute to a Holiday Fund for employees, and a suggested contribution, of which payment will be voluntary, and will be included on each member's and designee's bill. The Club employs many people and this Holiday Fund provides the membership with an opportunity to show their appreciation. Management of the Facilities shall be responsible for the distribution of these funds.

### **CHILDREN**

1. Parents are responsible for and must control their children with due regard to the wishes and comfort of other members.

2. Children under twelve years of age are permitted in the clubhouse or golf clubhouse only if supervised by an adult.

3. Children under the lawful drinking age are not permitted in any bar or lounge unless accompanied by an adult.

4. Children under sixteen years of age are not permitted in the men's and women's locker rooms unless supervised by an adult.

### **CLUBHOUSE AND GOLF CLUBHOUSE ATTIRE**

1. The Club shall establish the dress requirements depending on the time of day and the particular facility being used.

2. Members shall dress in a fashion befitting the surroundings and atmosphere of Hampton Hall Club. It is the responsibility of the members and designees to advise their guests of the dress requirements.

3. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. For lunch, appropriate informal, casual sports attire may be worn.

4. The dress standards of the Club may be waived by Club management from time to time for special activities, events and functions.

5. Shirts with collars and shoes must be worn at all times in both the clubhouse and golf clubhouse. Jeans, denim, cut-offs and tee-shirts are not permitted in the clubhouse or the golf clubhouse, unless otherwise permitted by the Board of Directors. Softspike golf shoes must be confined to designated areas when worn inside.

### **MAILING ADDRESSES**

1. Each member and designee must file with the Membership Office the mailing address and any changes thereto, to which monthly statements and other correspondence of the Club are to be mailed. Members and designees shall be deemed to

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have received mailings from the Club three days after they have been mailed to the address on file with the Membership Office.

2. In the absence of an address filing with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as permitted under the Declaration.

### **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members and designees are encouraged to participate.

2. The Club desires to encourage the use of the Facilities by members, designees and other persons permitted by the Club for private parties, on any day or evening, with advanced notice and approval and in ways that result in the least possible inconvenience to all members and designees.

3. Private parties are not permitted on the Facilities unless prior approval is obtained from the General Manager. The person sponsoring the private party shall be responsible for the conduct of the guests, for any damage caused by the guests and the installation of party decor and shall be responsible for the removal of all such party decor following the event.

### **LOCKER ROOMS**

1. Lockers are provided for rental by Golf Members on an annual basis payable in advance on January 1<sup>st</sup> of each year at the fee established by the Club. NO REFUNDS on locker rentals will be made.

2. All items placed in lockers or in the locker rooms shall be at the member's and designee's sole risk and the Club is not responsible for any articles placed in the lockers or left in the locker rooms.

3. All clothing must be kept in lockers. Clothing left out will be collected and put in a storage room and if not reclaimed within thirty days will be disposed of by management of the Facilities.

4. Anyone responsible for undue carelessness in keeping the locker rooms clean and orderly will be subject to disciplinary action or fine by the Club.

### **GUEST PRIVILEGES**

Guest of members and designees may be extended guest use privileges subject to the Declaration and the Membership Plan and payment of applicable guest fees and charges and compliance with the rules and regulations established by the Club. Guest privileges may be limited, denied, withdrawn or revoked at any time by the Club. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club may limit the number of guests that accompany a member or designee on any given day or other time period.

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1. An individual may not use the golf and tennis facilities as a guest more than six times during any membership year, excluding the participation in Club tournaments and other Club-sponsored events.

2. Sponsoring members and designees must register their guests with the Membership Office. Guests must be accompanied by the member or designee at all times when using any facility provided at the Club unless otherwise permitted by the Club from time to time, and will be charged guest fees for use of the facilities as determined from time to time by the Club.

3. Guests will be allowed to use the Facilities only in accordance with the privileges of the membership of the sponsoring member or designee upon payment of guest fees.

4. Guest privileges may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.

5. Fees and charges for any services may be paid directly by the guest or may be charged to the sponsoring member's or designee's Club account. Sponsoring members and designees shall be responsible for all unpaid fees and charges incurred by their guests.

6. Sponsoring members and designees are responsible for the conduct of their guests while on the Facilities. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member or designee shall, at the request of the Club, cause such guest to promptly leave the Facilities.

## **GOLF RULES**

### **General Golf Rules**

1. The Rules of Golf of the United States Golf Association ("U.S.G.A.") together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of Hampton Hall Club.

2. The Club activities board may notify members of future tournaments, corporate and other group outings, fund-raising events and other times when use of the golf course will be restricted.

3. All players, especially children and beginning golfers, are expected to learn and observe the fundamentals of golf etiquette.

4. "Cutting-in" is not permitted at any time. All play shall start at #1 tee unless otherwise directed by Golf Shop personnel. Under no circumstances are players permitted to start play from residences.

5. Practice is not allowed on the golf course. The practice facilities must be used for all practice and is limited to use by Golf Members, designees and guests of the Club.

6. Slow play is not tolerated. In the interest of all, players should play without delay. No player should play until the players in front are safely out of range.

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7. Foursomes should complete an eighteen-hole round in the pace of play established by management once the golf course is open for play. If a foursome or other group of players is unable to maintain adequate speed of play and fails to keep their place on the course, they must allow the following group to play through. Golf Shop personnel have the authority to stop a slow playing group to allow the following group(s) to play through or to require the slow playing group to pick up their balls and move forward to catch up with the group ahead.

8. Continued slow play by players will be noted and the golf staff will attempt to improve such player's skills to enable them to complete play within the pace of play established by the Club. If such efforts do not result in the required completion time, the Club may limit the play of such players to times other than prime playing times.

9. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the starter to resume play.

10. Players are requested to pick up tees after driving. Players should be careful in discarding broken tees since the tees damage the mowers and puncture golf cart tires.

11. While playing on the course, each player must use a separate set of golf clubs.

12. All tournament play must be approved in advance by the Golf Professional.

13. Appropriate golf attire is required for all players on the golf course and golf practice facilities. Members and designees are expected to ensure that immediate family members and guests adhere to such rules. Guests should be reminded of the dress policy prior to arrival at the Club to avoid embarrassment.

	<u>Acceptable</u>	<u>Not Acceptable</u>
Gentlemen:	Shirts with collars or such collarless type shirts sold in the Golf Shop with sleeves, slacks and golf shorts up to four inches above the knee are considered appropriate attire.	Tank tops, tee shirts, fishnet tops, cut-offs, jams, sweat pants, jeans, bathing suits, gym shorts, tennis shorts or other athletic shorts more than four inches above the knee are not permitted.
Ladies:	Dresses, skirts, slacks and golf shorts up to four inches above the knee and golf shirts are considered appropriate attire.	Halter tops, tank tops, tee shirts, fishnet tops, cut-offs, bathing suits, sweat pants, jeans, short shorts, tennis skirts or tennis shorts are not permitted.

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Shoes:	The use of softspikes or other spikeless golf shoes are required on the golf facilities.	Use of shoes other than softspikes or spikeless golf shoes must be approved by the Golf Shop.
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This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play. **WARNING:** Softspikes and other spikeless shoes are made from material that can cause slipping and falling under certain circumstances. To reduce the risk of injury, exercise caution when walking on wood, steep slopes, grass and on hard surfaces such as rocks, ice, concrete, tile, marble and hardwood floors. Worn cleats should be replaced promptly.

14. The golf course may not be used for any purpose except golf. Any non-golf activities such as picnicking, biking, kite flying, soccer, football, recreational walking, jogging, walking of pets, skateboarding, roller skating and similar activities are not permitted on the cart paths or golf course unless approved in advance by the General Manager. Fishing in lakes on the golf course is not permitted unless otherwise permitted by the Club.

15. Children under the age of fifteen must be accompanied by an adult while playing golf unless playing in a Club-sponsored tournament. Children aged twelve to fifteen may be allowed use of the golf facilities without being accompanied by an adult after successfully completing a Junior Development Course administered by the Golf Professional. Golfers between fourteen and twenty-three years of age may be required to complete the Junior Development Course if they, in the view of the Golf Professional, do not possess the adequate knowledge of golf and its rules of etiquette.

16. If lightning is in the area, all golf play shall cease and players should immediately return to the golf clubhouse or seek other appropriate shelter immediately. **All players must continually monitor changing weather conditions and it is the sole responsibility of each player to seek appropriate shelter if severe weather conditions warrant.** Hampton Hall Club may be equipped with advanced weather warning equipment that is intended to predict possible weather conditions that are conducive to producing lightning. This system is designed to automatically sound a siren if weather conditions are conducive to producing lightning in the nearby vicinity. Therefore, it is very important that all golfers react quickly and return to the golf clubhouse or seek other appropriate shelter immediately at the sound of the weather alert siren. **HOWEVER, THERE CAN BE NO GUARANTEE OR ASSURANCE THAT THE WEATHER WARNING EQUIPMENT WILL ACCURATELY PREDICT DANGEROUS WEATHER CONDITIONS AND THEREFORE, ALL PLAYERS MUST CONTINUALLY MONITOR CHANGING WEATHER CONDITIONS FOR DANGEROUS APPROACHING WEATHER. THEREFORE, MEMBERS, DESIGNEES, IMMEDIATE FAMILY MEMBERS AND THEIR GUEST USE THE GOLF FACILITIES AT HAMPTON HALL CLUB FROM TIME TO TIME AT HIS/HER OWN RISK.**

17. Management may close the golf course to play at any time, in its sole discretion.

18. No beverage coolers are permitted on the golf course unless supplied by the Club.

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19. "Discontinued Play" policy for inclement weather is as follows: less than four holes played -- full eighteen-hole credit; less than thirteen holes played -- nine-hole credit. It is the sole responsibility of the player to apply for a credit from the Golf Shop on the day play is discontinued.

20. Foursomes control the speed of play. Twosomes and threesomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

21. Twosomes and singles will be grouped with other players, if available, at the discretion of the Golf Shop. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Shop.

22. Fivesomes are not permitted on the golf course without prior approval of Golf Shop personnel.

23. "Course closed" or "hole closed" signs are to be adhered to without exception.

24. The Club will have outings on the golf course from time to time. Notices of these outings will be posted indicating the hours during which the outing will take place and use of the golf facilities by members will be restricted and possibly eliminated.

25. The Club reserves the right to make available caddies during certain times.

26. The Club will establish a walking policy from time to time. All players must either use a golf cart, carry their own bag or use a caddie (if made available at Hampton Hall Club). The Club reserves the right to restrict or prohibit the carrying of golf bags and may require the use of golf carts during certain times. Pull carts are not permitted.

### **Hours Of Play**

1. The hours of play and Golf Shop hours will be posted in the Golf Shop.

2. The Golf Course Superintendent is authorized to determine when the golf course and golf practice facilities are suitable for play. The decision of the Golf Course Superintendent shall be final. In the absence of the Golf Course Superintendent, the Golf Professional on duty shall make this decision.

### **Golf Starting Times**

1. All players must have a starting time reserved through the Golf Shop. The staff will assign the starting time depending on availability.

2. Starting times may be reserved during Golf Shop hours as may be posted from time to time.

3. Persons reserving a golf starting time must give their name and membership number and the names of the players in their group at the time of reservation.

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4. Starting time changes must be approved by the Golf Shop. Please notify the Golf Shop of any cancellations as soon as possible.

5. Players who fail to cancel their starting time twenty-four hours prior to their scheduled starting time may be charged a no-show fee established by the Club.

### **Registration**

1. All golfers must register in the Golf Shop before beginning play and violators will be subject to such disciplinary action as is deemed appropriate by the Club.

2. Failure to check in and register ten minutes prior to a reserved starting time may cause cancellation, set back or a no-show fee to be charged to the member's or designee's Club account.

3. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the starter.

### **Practice Range**

1. The practice range is open during normal operating hours as posted in the Golf Shop. At times to be posted in the Golf Shop, the practice range will be closed for general maintenance.

2. Range balls are for use on the practice range only and may not be removed from the practice range. Range balls may not be used on the golf course.

3. Golf carts are not permitted on any tee area. Golf carts must be parked in designated areas with all four tires on the paved parking area.

4. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice range.

5. Proper golf attire and conduct is required on the practice range at all times.

6. The practice range is limited to use by Golf Members, designees and guests of the Club.

### **Golf Cart Rules**

1. Golf carts shall not be used by a member, designee, immediate family member or guest on the Facilities without proper assignment and registration in the Golf Shop.

2. The use of golf carts is mandatory when posted.

3. Golf carts may only be used on the golf course when the golf course is open for play. Club-provided golf carts are not to be driven to residences at any time.

4. The Club may require that golf carts remain on cart paths to facilitate the grow-in of the golf course and based on course and weather conditions. Players will be

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informed of this policy prior to beginning play. Exceptions to this “cart on path only” policy for handicap golfers must be obtained from the Director of Golf.

5. Each operator of a golf cart must be at least sixteen years of age and have a valid automobile driver's license.

6. Club-provided golf carts cannot be used off the golf course.

7. Only two persons and two sets of golf clubs are permitted per golf cart unless such golf cart is equipped with a three or four golf bag attachment.

8. Obey all golf cart traffic signs.

9. Golf carts must remain on cart paths, without exception, on Par 3 holes.

10. When golf carts are allowed off the cart paths, enter the fairway at a point past the designated entry point. Remain in the fairway while playing the hole and exit the fairway and return to the cart path before the designated exit point.

11. Always use cart paths where provided, especially near tees and greens. Except on cart paths, do not drive a golf cart within forty feet of a green, a tee or a bunker.

12. Never drive a golf cart through a hazard.

13. Be careful to avoid soft areas on fairways, especially after rains. Use the rough wherever possible.

14. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart that is damaged by a member, designee or immediate family member will be charged to the member or designee or, in the case of damage by a guest, the cost of repair will be charged to the sponsoring member or designee. Members and designees acknowledge that roadways must be crossed at various places throughout the golf course and that by using a golf cart they are fully responsible for any and all damages, including personal injury and property damage, that are caused by the operation of the golf cart by the member, designee, immediate family members and their guests, and the members and designees shall reimburse Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. and Hampton Hall Club for any and all damages they may sustain by reason of operation of the golf cart.

15. The member and designee using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The member and designee also expressly indemnifies and agrees to hold harmless Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. and Hampton Hall Club and their directors, officers, shareholders, partners, members, managers, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the golf cart by the member, designee, immediate family members and their guests.

16. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

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## **Privately-Owned Golf Cart Rules**

1. Privately-owned golf carts must be equipped with headlights, brake lights, a horn, side and/or review mirrors and must be a Club Car, E-Z-Go, Icon, or Yamaha model. All carts must be electric; no gas carts are allowed. Custom built or designer golf carts are not permitted.
2. Golf cart owners, when playing together, or with a non-golf cart owner, must abide by the rules of one golf cart for every two players.
3. Any person who is not participating in the private golf cart program and is riding as the second person in a privately-owned golf cart must pay the applicable golf cart fee in the Golf Shop before beginning play.
4. The Club will establish from time to time the safety specifications that all privately-owned golf carts must satisfy.
5. The Club has no responsibility for the storage, service/maintenance or repair of privately-owned golf carts.
6. On any particular day, the use of privately-owned golf carts on the golf facilities is subject to approval by the Golf Professional and the Golf Course Superintendent. Use of privately-owned golf carts on the golf course may be restricted.
7. Privately-owned golf carts cannot be loaned or used on the Facilities by anyone other than the member and immediate family members of the member.
8. Privately-owned golf carts must also be operated in accordance with the General Golf Cart Rules established by the Club from time to time for golf carts provided by the Club.
9. Each year a member with a privately-owned golf cart shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy of the member with policy limits established by the Club and shall require that such policy provide that it can only be canceled upon thirty days prior written notice to the Club. The golf cart owner must also name Hampton Hall Club, Inc., as additional insured.
10. Members using a privately-owned golf cart will be fully responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of use or misuse, including without limitation, damage to other golf carts and any property of the Club.
11. An identification number and a yearly decal will be issued for the golf cart when the trail fee agreement, proof of liability insurance, and the annual trail fee payment are received. The identification number and yearly decal should be placed on the front of the golf cart in clear view.
12. Members with privately-owned golf carts must check in at the Golf Shop prior to beginning play. Golf cart traffic on the golf course is restricted to nine and eighteen hole rounds of play.

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13. A maximum of two riders and two golf bags per golf cart is allowed.
  14. When a privately-owned golf cart is no longer used in the private golf cart program at Hampton Hall Club, all stickers and decals must be removed. Privately-owned golf carts without a valid trail fee decal will not be allowed access to the golf facilities.
  15. Members with privately-owned golf carts are required to ensure that their golf carts are only operated by persons who are at least sixteen years of age and have a valid automobile driver's license and who will operate the golf cart in a safe and prudent manner and in accordance with all local, state and federal governmental laws and regulations.
  16. Privately-owned golf carts shall be driven on the golf course and other facilities of the Club only when such facilities are open for use as established by the Club.
  17. Private golf cart owners must store their golf carts on their own property out of sight and in an enclosed garage in accordance with the guidelines of the Club.
  18. Violations of these rules and regulations may result in the revocation of private golf cart privileges, playing privileges and/or the suspension or termination of membership privileges at the Club.

### **Handicaps**

1. Handicaps are computed under the supervision of the Golf Professional in accordance with the current U.S.G.A. Handicap System.
2. Members and designees with a U.S.G.A. approved handicap may participate in Club tournaments. Handicaps will be required for all Club events. All handicaps submitted may be reviewed by the tournament committee.
3. After each round of golf, players must enter their score in the handicap computer located in the Golf Shop. The Golf Shop will assist members and designees with the posting procedures.
4. Failure to post a score may result in the Golf Shop posting a score equal to the lowest score of the offending member's or designee's last twenty rounds.
5. The Golf Professional will determine if there are violations by members and designees in turning in their scores and has the right to adjust handicaps.

### **Golf Course Etiquette**

Persons using the golf facilities should do their part to make a round of golf at Hampton Hall Club a pleasant experience for everyone. Here are some suggestions:

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1. Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making a shot, it would be courteous for such player to indicate to another player to play.

2. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

3. Players should ensure that greens are not damaged by putting down bags or the flagsticks and that the hole is not damaged by standing close to it or by removing the flagstick or the ball from the hole. The flagstick should be properly replaced in the hole before the players leave the green.

4. No one 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.

5. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save about ten minutes per round. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.

6. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.

7. If you are not holding your place on the course (see General Golf Rules #7), allow the players behind to play through. Do the same if you stop to search for a lost ball.

8. Repair your ball marks on the greens. If you see unrepaired ball marks repair them also. Remind your playing partners to observe this courtesy.

9. Enter and leave bunkers at the nearest level point to the green. Carefully rake bunkers after use and place the rake outside the bunker.

### **TENNIS RULES**

1. Proper tennis attire shall consist of tennis shoes (not basketball or jogging shoes) and tennis clothing (apparel manufactured expressly for tennis). In cool weather, sweat clothes are permitted in colors or traditional white. Street trousers, jeans or bathing attire is not permitted.

2. Courtesy and consideration should be observed at all times. Players and spectators shall not enter a court or walk across or behind a court while a point is being played. Players should enter their court from the area closest to the back of the court they will use. Disregard for court courtesy should be reported to management.

3. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, ball slamming or profanity is not permitted.

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4. Members can reserve tennis court times in advance on the basis established by the Club. Group captains must give their name and membership number and the names of the players in their group. No standing reservations will be accepted.

5. Each player must register before playing. A player who fails to register prior to play shall have no standing on the court.

6. Players who fail to cancel their reservation one hour prior to their scheduled court time or who do not register ten minutes prior to their court time may be charged a fee equal to the court fee for guests.

7. At the end of their playing period, players must promptly relinquish their court to the next players. Once a player is off the court, the member may sign up for the next available court time.

8. Doubles may reserve a court for one and one-half hours and singles may reserve a court for one hour (except for certain times designated by management).

9. The Club sign-in sheet will be checked against the reservation sheet each day for "no-shows." A fine established by the Club may be charged for "no-shows."

10. Children under twelve years of age are not allowed on the courts without adult supervision, unless otherwise permitted by management.

11. Children not playing tennis are not permitted on the courts. Parents are urged not to allow unsupervised children to play around the tennis courts.

12. Use of the tennis courts at the Club shall at all times be subject to the control of management, which shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations as determined by management.

### **POOL RULES**

1. Conduct at the pool must be such as to furnish the greatest pleasure for the greatest number. The Pool Staff has complete authority to enforce all swimming rules. The cooperation of all users is requested.

2. All users must register upon entering the pool area.

3. Use of the pool facilities is at the swimmer's own risk.

4. The Club is not responsible for any accidents resulting from the use of the pool or for the loss or theft of bathing suits, articles of clothing or other personal possessions.

5. The Club may limit the number of guests a member or designee may bring to the pool. Guests must be accompanied by the sponsoring member or designee. A guest fee may be charged for each guest. Failure to register a guest may result in a fine.

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6. Children under twelve years of age are permitted in the pool area only if accompanied and supervised by an adult over eighteen years of age or if such child is taking swimming instructions.

7. Children wearing diapers must wear rubber pants while in the pool. A parent or other supervising adult must accompany the child at all times.

8. Showers are required prior to entering the pool to remove all suntan oils and lotions.

9. All swimmers must wear bona fide swimming attire. Cutoffs, street clothes or other inappropriate attire is not considered appropriate swimwear.

10. Foul or abusive language will not be tolerated and may result in suspension of use privileges.

11. Running, ball playing and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking and dangerous games are not permitted.

12. The throwing of balls, Frisbees, wet clothes, etc. is not permitted.

13. Swim mask, snorkels and fins are not permitted in the pool unless approved by the Pool Staff.

14. Radios and other personal electronic devices may only be used with earphones.

15. Saving of chairs for persons absent from the pool area is not permitted.

16. All persons using the pool furniture must cover the furniture with a towel during use.

17. Flotation devices are permitted for nonswimming children up to five years of age. Nonswimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. may be permitted, depending on the number of persons in the pool and the manner in which the toys are used.

18. Persons with skin disorders or other maladies potentially harmful to others may not use the pool.

19. Glass objects, drinking glasses, beverage coolers and sharp objects are not permitted in the pool area.

20. All food and beverages, including alcoholic beverages, must be consumed only in designated sections of the pool area.

21. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.

22. All accidents, no matter how minor, must be reported to the Activities Staff immediately.

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## **EXERCISE RULES**

1. Regular operating hours for the exercise facilities will be posted by the Club and may be changed from time to time.
2. A health questionnaire must be completed and signed before using the exercise facilities. No physician or nurse will be on duty.
3. Prior to the use of the exercise facilities, a member and any guest will be required to sign a waiver of liability agreeing to hold Hampton Hall Club, Inc., Hampton Hall, LLC, the members of Hampton Hall, LLC, Toll Brothers, Inc. and Hampton Hall Club, and their directors, officers, shareholders, partners, managers, members, employees, affiliates, representatives and agents harmless from any and all injuries sustained as a result of using the exercise facilities.
4. All users must sign in upon entering the facility.
5. Guest fees may be charged for use of the exercise facilities. If fees are established, the member's and designee's Club account will be billed.
6. Any member, designee, immediate family member or guest with health or physical problems should first consult their physician before using any of the exercise facilities and notify the staff of such problems at sign in.
7. Casual workout attire is acceptable at the exercise facilities. Tee shirts, gym shorts or warm-up pants are appropriate for men and leotards, tights, tee-shirts, gym shorts or warm-up pants are appropriate for women.
8. Pregnant women should not use the exercise facilities that would elevate their core body temperature.
9. Smoking and alcoholic beverages are prohibited at the exercise facilities. No food or drink, except water, may be brought into the premises.
10. It is the responsibility of each user to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instruction.
11. It is the responsibility of all persons using the exercise facilities to consult with their physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent them from safely using the exercise facilities, or engaging in active or passive exercise.
12. Members assume full risk of loss and responsibility for any injury or damage to their health.
13. No clothing or personal possessions may be stored in the exercise area.
14. Children under sixteen years of age are not permitted to use the exercise facilities unless accompanied or supervised by an adult.

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15. Horseplay, profanity, disruptive conduct and indiscreet behavior at the exercise facilities are strictly prohibited.

16. Stereo, television and other personal electronic devices should not be turned up so loud as to disturb fellow users.