



Desert Mountain Club, Inc.

MEMBER
RULES AND REGULATIONS

Effective January 1, 2012

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These “Member Rules and Regulations” of the Desert Mountain Club, Inc. (the “Club”) have been compiled and are provided on the Club’s Members Only Website and herein for your convenience and ease of reference. These Rules and Regulations are mandatory in nature and binding upon all members. Failure to follow them may result in disciplinary action(s) taken by the Club pursuant to the Bylaws of The Desert Mountain Club, Inc. (the “Bylaws”). Please also refer to your copy of the Bylaws and any other additional guidelines, rules and regulations implemented by the Club from time to time (some of which may be physically posted or otherwise distributed at the specific Club facility to which they may pertain). These Rules and Regulations are not intended to supersede or contradict the Bylaws which take precedence over these Rules and Regulations in the event of a conflict. Although there is only one designated member under each membership agreement, the terms “member” or “members,” as used in these Rules and Regulations, sometimes includes the designated members legal spouse or significant other, unmarried children under the age of twenty-five (25) living at home or who are full-time students or serving in the U.S. Armed Forces (immediate family members) as the context may require. These Rules and Regulations were created for the collective interests of the members and for our members’ enjoyment of the facilities of the Club.

A. GENERAL

1. A designated member’s, spouse’s or significant other’s immediate family members may use all the facilities of the Club. Children under the age of twenty-five (25) not living at home, not full-time students or not serving in the U.S. Armed Forces will be considered family guests. Children under the age of fourteen (14) must be accompanied by a supervising adult.
2. Members are responsible for the conduct, dress and expenses of their immediate family members (including children), family and non-family guests while they are using the Club’s facilities, as well as ensuring they properly register their guests according to Club policy (see below). Please review all golf, tennis, and spa/fitness guest policies outlined herein.
3. Members who anticipate their guests will be unaccompanied while using certain Club facilities (i.e. Spa/Fitness/Pool) must register them in advance by submitting a Guest Use Authorization Form to Member Services. Once guests arrive they must visit Member Services located at the Cochise/Geronimo Clubhouse to have their photo taken and obtain a

Guest Use Authorization Card. Hosting members must review the Rules and Regulations with their guests as they are responsible for them while on Club property. Guests are allowed visiting privileges for no more than fourteen (14) days with one extension allowed. Additional time beyond this requires approval from the Club.

Guests must be accompanied by the hosting member while on all golf practice ranges and golf courses; however, they may visit the pro shops at any time. A charge for guest use of the Sonoran Spa/Fitness Center/Tennis Facility/Pool requires pre-payment at the time the Guest Use Authorization Card is issued. The facility charge(s) currently in effect and subject to change upon notification by the Club are as follows: one (1) guest for two (2) weeks is \$80, \$150 per couple and \$200 per family. Unaccompanied guest use of these facilities is permitted after 10:00 a.m. with a Guest Use Authorization Card.

4. The Club does not share reciprocity with other clubs and, therefore, will not accept charges made by members of other clubs.

5. Guests may not sign tickets (or otherwise use a member's Club account) for goods or services at the Club's facilities; however, food & beverage charges and guest merchandise purchases may be made in the golf, tennis shops and restaurants with a credit card. All guest-related golf, tennis, and spa/fitness fees will be billed to the hosting member's numbered account with the ticket signed by the member, unless a Guest Use Authorization Card is obtained from the Club by the member on behalf of their guest. As always, members are responsible for all charges billed to their member account.

6. The Club maintains a photo identification policy and procedure for purposes of verifying the identity of a member, spouse, designated significant other or immediate family member at the time of access to a golf course or other Club facility. Accordingly, all immediate family members are required to provide a recent "head and shoulders" photo (passport size or larger), which, at a minimum, must clearly depict the member, spouse, significant other and other immediate family members (separate photographs may be submitted). Members who do not comply with the above photo identification policy may be denied access to Club services and facilities. Additionally, the Club reserves the right to condition access to all Club facilities by family member guests and other guests of members upon such guests providing photo identification (e.g., driver's license, student ID card) or a Guest Use Authorization Card at the time of any such access.

7. The Club maintains a “no tipping” policy. Incidents of any Club employee soliciting or accepting a gratuity from any member or guest should be immediately reported to the appropriate Division Manager (i.e. Director of Golf, Director of Club Operations, Director of Tennis, Spa & Fitness, etc.). Service charges on all food and beverages are paid to the serving personnel. The service charge presently in effect is eighteen percent (18%) for club charges and twenty percent (20%) for catering services. Members and their guests should not offer tips to any employees. Employees are prohibited from accepting tips and any employee that accepts a tip will be subject to disciplinary action up to and including termination.

In lieu of tipping, members are given the opportunity to show their appreciation to Club employees by contributing to the annual Holiday Fund. In November of each year a letter from the Club is sent to all members and provides an opportunity to contribute to the Fund. The letter includes a suggested contribution and provides the opportunity to specify a greater or lesser amount, which shall be added to each member’s account. Unless advised otherwise, it is presumed that members have opted to participate in contributing to the Holiday Fund. Management shall be responsible for establishing the criteria for the distribution of the Holiday Fund to employees.

8. With the exception of the dog park located near the Cochise/Geronimo practice facility, no pets are permitted in the clubhouses (with the exception of legitimate service dogs). Dogs accompanied by their handlers are allowed on the golf courses (excluding greens, tee boxes and sand bunkers) as long as it is before or after all play has been completed. Handlers are required to pick up and properly dispose of waste and comply with the Arizona state law provisions of A.R.S. § 11-1012 requiring that all dogs must be leashed while on Club property. Handlers are expected to exercise complete control over their dogs at all times and avoid creating the opportunity for an annoying or menacing encounter between their pets and other members/guests or their pets. Failure to do so shall subject the owner to disciplinary action. Owners are liable for any damage or injuries resulting from the dog’s presence on Club property and shall indemnify the Club from any damages resulting from such presence. The Club reserves the right to change or discontinue this policy at any time.

9. Skates, skateboards, scooters (including motorized versions) four-wheelers and bicycles may not be ridden on golf cart paths, golf courses, and NAOS areas.

10. Except for designated areas, engaging in cell phone calls by members and guests is strictly prohibited within the interior areas of all clubhouses and shops, including (without limitation) the Sonoran Spa and all dining rooms. Cell phones are also restricted on patios or other exterior areas of clubhouses where other members or their guests are dining or otherwise enjoying the clubhouse amenities. In addition, cell phone calls are prohibited on or near the tennis courts as well as the swimming pool areas. However, texting or retrieving/responding to e-mails via “smart phones”, for example, is allowed as long as it is not disruptive to nearby members and guests. It is expected that cell phone calls in non-prohibited areas of the Club, such as the golf courses and golf practice areas, are limited to urgent matters (not routine business or social calls), out of earshot of others, and must be kept as brief as possible. All ringers must be turned off or switched to the “vibrate” mode while on all Club premises, whether indoors or outdoors. The Club reserves the right to further limit or prohibit the use of cell phones or other communication devices that are disruptive, as determined by the Board of Directors, in other specific venues not identified above, and/or at specific times.

11. The Club is not responsible for the loss or theft of personal property, including bicycles left in bike racks, golf clubs, clothing or other items. Damage to personal property of a member or guest, including damage to motor vehicles parked by a Club employee or contractor, such as valet service, shall not be the responsibility of the Club unless reported at the time of such damage and there is sufficient evidence, in the Board’s sole discretion, that the damage was caused by such employee or contractor.

12. Each designated member’s respective membership agreement defines such member’s rights to use specified Club facilities and privileges pertaining to family members and guests. Such membership agreements and documents referenced therein (including the Bylaws) should be reviewed in context and together with these Rules and Regulations.

13. In order to minimize congestion within Club facilities and help ensure a consistently high standard of athletic instruction, Club policy prohibits any sports (i.e. golf/tennis) or fitness professional not affiliated with the Club from providing instruction at Club facilities (including golf, tennis, swimming or spa/fitness facilities). The cooperation of all members is appreciated.

14. In an effort to address misuse of the Club’s Membership Directory, members are reminded that it is the Club’s long-standing policy that the

Directory shall only be used for official communications from the Club and for the exclusive personal use and convenience of the members for non-business purposes. All names and addresses are to be treated as confidential and may not be used as a general mailing list, for any business solicitations or for personal e-mail 'blasts' to all or a portion of the general membership for any reason by any member. Any electronic inputting, scanning (or other forms of capturing), copying, distribution or other dissemination of all or part of the Directory, or any business-related use, is strictly prohibited and will result in disciplinary action for the offending member. Unless otherwise indicated, members are presumed to have opted into inclusion in the Membership Directory and receipt of e-mail communication from the Club to the member.

15. Any information relating to administrative, financial or operational policies, procedures, reports, statistics or other private material that is shared by the Club with members in the form of e-mails, hard-copy mailings, Town Hall audio/visual presentations or other types of communication is proprietary and confidential. Disclosing such information to non-members or enabling non-member access to Club information by sharing member log-in information (i.e. user name and password) to the Club member-only private website is prohibited and such actions shall subject the member to disciplinary action.

16. Inclusion of an individual's name in the Directory does not confer member, member's spouse or designated significant other status, but is intended for reference purposes only. Membership rights and privileges are conferred by membership agreements, the Club Bylaws and other governing documents of the Club.

17. The Club is a private member only Club operated for the benefit and enjoyment of members and their authorized guests. Any misrepresentation regarding an individual's identity is grounds for disciplinary action. No commercial or political advertisement or notice of any kind shall be posted or circulated in the Club without the prior approval of the Club. No professional photographers will be allowed to take pictures at the Club, including, but not limited to the golf courses and events with the exception of authorized photos at weddings, events and private parties hosted by a member.

18. All merchandise that is provided (sold or given away) at Club approved tournaments, events or meetings must be procured from the Desert Mountain Club Retail Department. However, merchandise that is not available through the Club may be procured from other sources subject to Club approval.

19. The Club's outdoor facilities (golf course, tennis courts, pool, etc.) may be closed during inclement weather. All users are responsible for their own safety at the Club's outdoor facilities during hazardous weather conditions and any usage is at the member's sole risk. While the Club may close the outdoor facilities when conditions dictate, under no circumstances shall the Club, its officers, employees, representatives or agents be required to issue any warning of hazardous weather conditions, including but not limited to flooding or lightning and shall not be held liable for failing to warn users of hazardous weather conditions or the need to vacate the outdoor facilities.

20. Each member (on behalf of himself/herself and his/her family and guests), by virtue of enjoying Club privileges, acknowledges that golf, tennis and swimming can be hazardous activities, and that there is a risk of injury from errant golf and tennis balls, the risk of drowning, and other natural hazards included within the golf course, including severe slopes, water hazards, rattlesnakes and other wildlife. Each member (on behalf of himself/ herself and his/her family and guests), by virtue of enjoying Club privileges, assumes the risk of and releases the Club and each of its officers, directors, employees, shareholders and representatives from any claims or liability related to or arising from any injury or damage to persons or property suffered while playing golf or otherwise entering upon or using the Club Facilities. The Club shall not be liable or responsible for loss or damage to person or property of any member, family or guest occurring on the premises of the Club Facilities other than that directly and proximately caused by the gross negligence of the Club. In the event any claims of this character are made against the Club, the burden shall be upon the claimant to affirmatively prove gross negligence on the part of the Club.

21. Harassment, sexual or otherwise, of employees of the Club, is not permitted and will not be tolerated. Sexual harassment includes, without limitation, unwelcome sexual advances, verbal or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements, requesting inappropriate activities by a massage therapist and/or any other conduct, statements or action which creates a hostile environment.

22. Each member (on behalf of himself/herself and his/her family and guests), agrees to indemnify and hold harmless the Club, its shareholders, officers, directors, other members and their guests (each an "indemnified party") safe and harmless from and against any and all loss, costs, expenses, damages (including any amounts paid in settlement), claims or liability (including reasonable attorneys' fees) on account of the death of

or injury to any person or persons, or the damage to or destruction of any property or otherwise in connection with or arising from or growing out of the use or occupancy of the Club Facilities by the member, his/her family or guests.

23. The Board of Directors, in its sole discretion and at any time, may establish additional Rules and Regulations and may modify or rescind existing Rules and Regulations set forth herein. Decisions made by the Board regarding the interpretation and application of these Rules and Regulations shall be final and binding on all persons using the Facilities.

24. Comments or suggestions regarding policies, procedures and employee conduct should be presented in person, via e-mail or in writing to the Chief Operating Officer/General Manager at 10550 East Desert Hills Drive, Scottsdale, Arizona 85262.

B. GOLF

1. The golf shop hours are published within the Hours of Operation by the Club. All golf shops and golf courses are open seven days a week with the exception of Christmas Day and during overseeding, aerification, summer closure, etc.

2. Advance reservations for starting times are recommended, and may be booked seven days in advance by calling 1-877-PLAY-ALL (1-877-752-9255) which will be staffed by operators able to reserve times on any of the six courses in one phone call. Club personnel take calls from 7:00 a.m. until 6:00 p.m. (Arizona Time) with calls made between 6:00 p.m. and 6:30 a.m. automatically transferred to the EZ Links Call Center outside Arizona (the EZ Links Call Center is closed between 6:30 a.m. and 7:00 a.m. for system maintenance). Members may also book tee times via the Internet seven (7) days in advance. The "Members Only" section on the Club Website (www.desertmountain.com) features a connection ("Tee Time Reservations") to EZ Links. Requests to play in groups of less than four (4) people will be accommodated if possible, and subject to availability, but cannot be guaranteed.

3. In an effort to help improve membership access to the courses, the Club will be enforcing the following cancellation policy: Tee times must be cancelled by 6:00 p.m. two days prior to the day of play e.g. by Wednesday at 6:00 p.m. for Friday play. Failure to cancel reservations prior to this deadline will result in a twenty-five dollar (\$25) late

cancellation fee per tee position reserved, provided the positions are not filled by the Club. If no cancellation is made, a no-show fee of fifty dollars (\$50) per tee position reserved will be billed to the member(s) listed or, if not identified by name, then to the member who made the reservation.

4. All players, walking or riding, must register in the golf shop prior to starting their round.

5. Those members who wish to play additional rounds beyond eighteen (18) holes are asked to make a second starting time for the day, subject to availability, after the completion of their first eighteen (18) holes.

6. Unless otherwise specified by the golf staff, all play will begin at the designated starting time from the first tee. All holes must be played in sequential order – NO skipping or playing holes out of order.

7. No more than four (4) players are permitted per starting time.

8. The practice areas will open approximately thirty (30) minutes prior to the first tee time and will close approximately thirty (30) minutes before sunset except for those practice areas and corresponding courses that are closed for maintenance or repair.

9. All organized golf activity must be approved in advance by the Director of Golf. Currently, “Ladies Day”, “Lady 9-Holers”, “Ladies Par-Seekers”, “Men’s League” and “Saturday Stix” are played once a week. Please see the golf staff for additional information regarding these and other events.

10. The Club participates in a handicap system sanctioned by the USGA or complying with all USGA policies, procedures and guidelines. For Club events, all players should have a verifiable current USGA handicap. The Club will calculate handicaps based on the lowest ten (10) of twenty (20) differentials, regardless of where those rounds were played. All players are responsible for the accurate maintenance of their handicaps. Additional USGA recommendations and all other handicap issues, including adjustment of handicaps for tournament play, will be administered by the Club’s independent Handicap Committee.

11. All players are obligated to keep the golf courses in the best possible condition by repairing ball marks, filling divots with divot mix, raking bunkers and following all cart restrictions.

12. Personal coolers containing food or beverages are not permitted on the golf courses. In no event may alcoholic beverages be brought onto Club property. It is a violation of the Club's permits and related ordinances for the Club to permit alcoholic beverages to be brought on Club property or for members to bring and serve food to other parties on Club property.

13. Club approved golf tournaments have priority and, during those times, may restrict golf course access to tournament participants only. Tournament participants must be at least eighteen (18) years of age. Separate junior tournament activities are offered throughout the year to encourage underage members to become involved in golf.

14. For the enjoyment of all golfers, the Club maintains a pace of play policy, which requires all players to complete their rounds within the designated time specified by the Director of Golf and displayed on the pace of play time plaques attached to the golf carts by the starter at the beginning of play. Starters and Player Assistants have authority and responsibility for maintaining this pace. Should a group be advised it is not keeping this pace, they are to allow faster groups through or, if directed, they are to pick up their balls and move up into their designated position.

15. Due to employee safety concerns and agronomic practices, the first player or players of the day shall not play any faster than one hour and forty-five minutes (1¾hours) per nine (9) holes, thus completing an eighteen (18) hole round in three and one-half (3½) hours. A Players Assistant or a member of the golf staff will stop any player or players exceeding this pace.

16. Juniors under the age of fourteen (14) must be accompanied by an adult member, member's spouse or designated significant other.

17. Cigarette and cigar smokers are obliged to properly dispose of their 'butts' and not leave them on the course. During high "Fire Danger" smoking on the courses is not permitted. Please check with the Starter for current conditions. All smokers must comply with A.R.S. §36-601.01

C. GOLF GUEST POLICY

1. Guest fees applicable to all golf courses are typically established each calendar year, but remain subject to change at any time at the

discretion of the Club. Guest fees are published in the Club's Schedule of Dues and Charges.

2. No individual guest may play more than six (6) in-season rounds per calendar year, regardless of the number of hosting members involved. Rounds of individual guests will be monitored; however, play in any Member/Guest event will not be counted against the six-times-per-year limit. Equity Club members, who are not entitled to in-season golf privileges, may not be guests of Equity Golf members in order to circumvent the in-season golf restriction. Access for guests of Equity Club members is as defined by their membership agreement.

3. Currently, an Equity Golf Membership (including the member and spouse/designated significant other, cumulatively) is entitled to up to twelve (12) in-season guest rounds per month with no more than six (6) guest rounds to be used in any given day, and with a total limit per membership of thirty-six (36) rounds each season. "Family guests," as defined in Section C, Paragraph 8 below, are not subject to these limitations. Guest rounds are not transferable, and guest fees will be charged to the member with whom each guest plays.

4. The following is the current starting time restrictions relative to guest play:

In-Season:	Member only play from 9:00 a.m. to 10:00 a.m. Before 9:00 a.m. and after 10:00 a.m. open for both member and member/guest play
Out of Season:	No restrictions on guest play

Please refer to the current year's Schedule of Dues and Charges for the specific dates identified as In-Season and Out of Season. Please note that family guests currently are allowed to play during member only times. Members with guests can reserve tee times during member only times no earlier than forty-eight (48) hours in advance.

5. Members will be allowed to reserve a tee time initially without the names of joining players but must select the number of additional positions desired (i.e., 1, 2 or 3). Member and/or guest names must be submitted not later than forty-eight (48) hours prior to play. Members will be allowed to make multiple reservations as approved by the golf staff. We will monitor and review our policy on a regular basis to ensure that it

is fair and equitable for all members.

6. All guests must be accompanied by a member or a member of the golf staff at all times on all courses. There must be a designated member, his/her spouse or significant other or a member of the golf staff playing in each group (i.e., a member cannot accompany three guests in a foursome and also be deemed to be “accompanying” another threesome of guests, even if the threesome is immediately following the member’s own foursome). Members are responsible for the conduct of, and charges incurred by, their respective guests. For lockers so equipped, if a guest loses or fails to return a locker key, the hosting member’s account will be billed the then current lost key charge.

7. Tournaments other than those scheduled and approved by the Club are not permitted. Members may not group together and invite guests for the purpose of holding a private tournament or special event, which would exceed three foursomes. “Mini-tournaments” organized by member golf groups must be approved beforehand by the Director of Golf.

8. Family guests of members, their spouse or designated significant other are defined as:

- Parents
- Grandparents
- Children (who are not immediate family members) and their spouses
- Siblings and their spouses
- Grandchildren and their spouses

All family guests must be registered through Member Services. Unregistered family guests will be charged a non-family guest fee.

9. Additional accompanied guest rounds beyond eighteen (18) holes; following the initial eighteen (18) holes (subject to availability) do not count against the 6/day, 12/month or 36/season guest round limitations.

10. All food and beverage items consumed by guests must be charged to the accompanying member’s account or placed on the guest’s credit card. Cash or checks will not be accepted.

11. Similar to these Rules and Regulations and other rules and regulations of the Club, guest policies remain subject to change at any time at the discretion of the Board of Directors. Specifically, the definition of “family guests” or their exclusion from the 6/12/36 guest

limitation policy, as well as the 6/12/36 limitation criteria themselves, are subject to modification at any time in order to improve availability of the golf courses for member play. Notice of any such modification will be posted at appropriate Club facilities (or otherwise communicated to the membership) without the necessity of republishing or redistributing these Rules and Regulations.

D. GOLF CARTS

1. Only golf carts owned by the Club are permitted on the golf courses and permitted crossings.
2. Golf carts may not be operated by individuals without a valid driver's license or who are under the age of sixteen (16).
3. The operator of a rented golf cart accepts and assumes all responsibility connected with operation of the cart from the time of rental until the cart has been returned to the Club. Members shall be held fully responsible for any and all damages, including physical damage to the golf cart, caused by the misuse of the cart by the Member or their respective Immediate Family or guests, and shall reimburse the Club for any and all damages the Club may sustain by reason of such misuse. Each Member also expressly agrees to indemnify, defend and hold harmless the Club and their members, owners, officers, employees, affiliates, representatives and agents, from any and all costs, expenses or damages, whether direct or consequential, arising from or related to the use and operation of a golf cart by the Member, his/her family or guests.
4. Golf carts are only for use on the golf courses with a maximum of two (2) carts per group unless approved by the golf staff. For your safety, three or more passengers on golf carts are not permitted. The Club is not responsible for any injuries or accidents resulting from the improper or unauthorized use of carts. Cart drivers are responsible for the proper operation of rented carts and may be subject to disciplinary action by allowing dangerous, improper or unauthorized use which includes, but is not limited to, allowing a walking player to "hitch" a ride by standing on the back or side of a cart.
5. The golf course superintendent or golf professional will determine whether the condition of the golf courses will permit the use of golf carts on anything other than the cart paths.

6. Golf cart fees are established for each calendar year and are incorporated within the Club's Schedule of Dues and Charges. Golf cart fees are currently waived for players under the age of sixteen (16) but they must be accompanied on the cart by a paying adult. Full cart fees will be charged in "walk nine, ride nine" situations, or in other instances in which carts are used on more than nine (9) but fewer than eighteen (18) holes, where special cart staging is required at a location other than the typical clubhouse or cart barn locale (e.g., at the 10th tees of Renegade, Geronimo and Chiricahua, which have "non-returning" nine-hole course configurations. Outlaw does not have a "returning nine" configuration, but it is treated the same as the Cochise and Apache courses, due to the proximity of its 10th hole to the practice range).

7. A player who has signed in as a walker is expected to carry their own golf bag. If a player has signed in for "walk nine, ride nine" they are expected to walk and carry their bag for nine holes. Such players may not use a golf cart rented by other players in the foursome as their "caddy". Four-bagger cart attachments are available at all courses except Chiricahua for those players who choose to walk and not carry their own bag. Fees are divided by the number of players in the group. A full eighteen (18) hole cart fee will be charged to any player who has been identified as having used a cart but attempted to avoid the full cart fee by signing-in as a walker or as a "walk nine, ride nine" player.

8. Pull carts are not allowed on any of the courses.

E. GOLF DRESS CODE

1. For men, attire required at all times on all courses and practice areas, includes shirts with short or long sleeves and collars or mock turtlenecks and slacks or mid-length shorts. Shirts should be tucked in and golf cap and visor brims shall be forward facing.

2. For women, attire required at all times on all courses and practice areas, includes shirts with collars or mock turtlenecks, capris, slacks, mid-length shorts, golf skirts, skorts or tasteful clothing similar to golf attire offered for sale at the golf shops. Golf cap and visor brims shall be forward facing.

3. Inappropriate attire includes, but is not limited to, short shorts,

casual cargo shorts/pants or shorts/pants with protruding pockets, swim wear, cut-offs, tank tops, racer-back tops, T-shirts, running shorts, tennis shorts, gym shorts, yoga pants, tights, denim jeans or shorts, jogging suits, sweat pants, and men's sleeveless shirts.

4. Appropriate golf footwear is required. The Club maintains a year-round soft spike policy. Men's and Ladies' clubhouse attendants are available to replace spikes for a nominal fee. Please be reminded that all members are responsible for communicating the soft spike requirement to their guests and for ensuring that metal spikes are changed out.

5. The Club reserves the right to deny access to the golf courses to anyone not appropriately dressed or wearing inappropriate footwear.

F. DINING

1. Reservations should be made with Member Services for all special functions and dining. This allows the staff to properly prepare and be able to provide the members with the best possible experience.

2. Dining reservations must be cancelled if they are no longer going to be used. If no cancellation is made prior to the time of reservation, a no-show fee of twenty-five dollars (\$25) per person will be billed to the reserving member's account.

3. Special culinary events require forty-eight (48) hours prior cancellation notice due to the "space available" nature of these events. If a member cancels after the prescribed time, or in the event of a "no show," the full event charge will be posted to the reserving member's account.

4. Certain Club functions announced to the membership may restrict the use of the Club's dining facilities to that event. On those occasions, other normal access and services may be temporarily suspended or relocated.

5. Requests for private parties must be submitted to the Catering Department for management review and approval.

6. The sale and service of all alcoholic beverages is regulated by the State of Arizona. The Club is responsible for complying with those regulations. It is policy, therefore, that no alcoholic beverages may be brought onto Club property. However, the Club may sell alcoholic

beverages at the Wine Store operated by the Club for consumption off the Club property. All alcoholic beverage consumers must be twenty-one (21) years of age or older. State law prohibits taking alcoholic beverages off Club property (with the exception of the Wine Store). No member may procure alcoholic beverages from the Club for use by minors, nor shall any member offer an alcoholic beverage to any employee of the Club. The Club reserves the right, in its sole discretion, to refuse to serve alcoholic beverages to members and/or their guests.

7. An eighteen percent (18%) service charge will be added to all food and beverage tickets and twenty percent (20%) for catering services, which will be paid to the serving personnel.

8. All food and beverage for guests must be charged to the hosting member's account or to an individual credit card. No cash or checks can be accepted in order to more readily comply with the Club's tax status with the Internal Revenue Service as a non-profit 501(c) (7) organization.

9. Smoking is prohibited in all Club dining facilities. Arizona law prohibits all smoking indoors and up to twenty feet from an entrance door.

10. Member and guest cell phone calls are prohibited in the dining rooms and patios. Please refer to Section A, Paragraph 10 for restrictions regarding such use.

11. Members are required to dress in an appropriate manner suitable for the occasion and benefiting the surroundings of the Club. It is also expected that members advise their immediate family members, family guests and other guests of the dress requirements so that they are also appropriately attired. Children are expected to be properly attired based upon their age.

Appropriate attire is a matter of individual taste and may vary based upon dining venue. For example, what is acceptable for lunch at The Arizona Grill at Outlaw may not be suitable for dinner at Constantino's. Dress codes specific to each restaurant will be posted online and on location to assist members in determining appropriate attire.

Common sense and good judgment should prevail. Nonetheless, short shorts, swimwear, cut-offs, tank tops, running shorts, gym shorts, jogging suits, sweat pants, men's sleeveless shirts and beach sandals (i.e. "flip-flops") are not permitted in any restaurant.

12. The Club reserves the right to refuse service due to inappropriate attire.

G. MEMBER SERVICES

1. The regular hours for Member Services are as published within the Hours of Operations by the Club, seven days a week except Christmas Day.

2. Contact Member Services for all dining and special function reservations.

3. The Club is not responsible for the loss of personal property; however, Member Services maintains a lost and found and will hold items for thirty (30) days.

4. Member Services may be of assistance in many areas, including the following: accommodations, balloon rides, Club activities, concerts, symphonies, ballet and sporting event tickets, limousine and sedan services, trail rides, local business referrals, dining and shopping suggestions, museum tours, and statewide tourist information.

5. Incoming and outgoing facsimiles, mail, messages, overnight packages, and notary service requests may be directed to Member Services.

H. SONORAN CLUBHOUSE GUEST POLICY

1. Unaccompanied guests are not permitted without special prior authorization by the Club (and are typically limited to house guests visiting while the hosting member is also in residence). Family Guests, with member permission, may be unaccompanied if having obtained a Guest Card through Member Services. Special requests must be submitted by the member and such privileges may be subject to additional fees and/or use restrictions.

2. Members are responsible for advising their guests of clubhouse etiquette. Hosting and/or guest privileges may be revoked for a guest's failure to comply with established Club policies.

3. All guests are required to register at the spa/fitness desk, or at the

tennis desk, as applicable.

4. Guest fees will be charged to the hosting member's account. Fitness guest fees are waived when spa services are used on the same day.

5. A daily or other periodic facility use fee for any guest age fourteen (14) and up, may be purchased; rates are subject to change. The Club reserves the right to limit guest access to its facilities, particularly during the holidays and special events. Please phone in advance for further information.

6. There is no charge for guests under the age of fourteen (14) to use the pool, but they must be under the direct supervision of the hosting adult member or guest. Unaccompanied guests under the age of fourteen (14) may not use the exercise equipment; however, please refer to Section L, Paragraph 4 for additional requirements.

7. Pool and sport court parties are subject to special fees and approval, and must be scheduled well in advance of the desired date. All participants for pool and sport court parties must sign releases prepared by the Club prior to participation.

I. SONORAN BOUTIQUE & TENNIS PRO SHOP

1. The regular hours for the Sonoran Boutique are as published within the Hours of Operations by the Club. The pro shop will be open seven days a week throughout the year except Christmas Day.

2. Court reservations are recommended and may be made up to seven (7) days in advance. Those with reservations will have priority. Please call the pro shop to arrange times. Reserving one and one-half (1½) hours for singles and two (2) hours for doubles play is permissible. Members may reserve grass, clay or hard courts.

3. All players must register in the Sonoran Boutique and Tennis Pro Shop prior to play.

4. The courts are open for member use during regular pro shop hours. With prior approval, play is permitted before or after pro shop hours.

5. Proper tennis and court etiquette is required at all times. The Club reserves the right to deny access to anyone who is not in compliance.

6. Member and guest cell phone calls are not allowed on and near all tennis courts. Refer to Section A, Paragraph 10 for restrictions regarding such use.

J. TENNIS DRESS CODE

1. Standard tennis shoes are required at all times. Shoes that can damage the courts are strictly prohibited.
2. Members and their guests are required to wear tasteful tennis attire similar in style to that offered for sale at the pro shop. Jeans, swimwear, cut-offs and running shorts are not permitted at any time.
3. Members are responsible for advising their guests of the dress code requirements.
4. The Club reserves the right to deny access to anyone dressed improperly.

K. BASKETBALL, VOLLEYBALL, & BARBECUE AREA

1. Hours of operation are from 7:00 a.m. to dusk daily.
2. Children under the age of fourteen (14) must be supervised by an adult.
3. Pets are not permitted.
4. Basketballs and volleyballs may be signed out at the spa/fitness desk during regular facility hours. The cost of replacing lost or damaged equipment will be billed to the member's account.
5. Barbecues may be reserved through the spa/fitness desk and if outside food is brought on-site, may be subject to set-up and clean-up fees.

L. SPA/FITNESS

1. The regular hours for the Sonoran Spa/Fitness Center are, as published within the Hours of Operations by the Club, seven (7) days a

week throughout the year except Christmas Day. Certain Club functions and holidays announced to the membership may alter hours of operation and/or restrict access to the facility. Members (including Immediate Family Members) may use the Spa/Fitness facilities during all hours of operation. Family Members and all other guests may use spa/fitness facilities only after 10:00 a.m. subject to any additional restrictions, in order to provide preferred access to members.

2. All members and their guests are required to complete a Registration, Release and Acknowledgment Form at the spa/fitness desk before using the facility or any such equipment.

3. All members and guests are required to sign in at the spa/fitness desk before the use of any facility (inclusive of pools, spa, and fitness facilities). The then current guest fee will be automatically charged to the members account for guests that have not been properly registered

4. Only members and their guests age fourteen (14) and up are permitted in the weight room and in fitness classes. Children ages twelve or thirteen (12/13) will be granted access to the weight room if they have successfully completed the Club's Teen Strength Training Certification Program and are accompanied by an adult.

5. Lockers are provided for daily use. Unattended personal items left on benches or the floor will be collected and stored at the spa/fitness desk. The Club is not responsible for lost or stolen items.

6. Smoking is prohibited in the spa/fitness center and locker rooms.

7. For lockers so equipped, locker keys may be signed out at the spa/fitness desk. There is no charge for daily use of lockers (lockers may be rented for extended periods; please inquire at the spa/fitness desk). Keys are to be returned to the desk before leaving the facility. The then current fee will be charged for lost keys. The Club is not responsible for lost or stolen articles. Personal articles left in locker rooms will be removed.

8. Children over the age of four (4) must use the locker room that is intended for their respective gender.

9. Use of the steam rooms by children under the age of fourteen (14) is not permitted. Please read additional guidelines for sauna and steam rooms, posted in each locker room, before use.

10. Appropriate workout apparel is required for reasons of sanitation and safety. Shoes and shirts must be worn at all times. Closed-toe athletic shoes with non-marking soles are required and should be clean and free of pebbles/gravel. The Club reserves the right to refuse use of the facility due to inappropriate dress, in its sole discretion.
11. No food or beverage, other than water in a closed container, is permitted in the weight room or fitness classroom.
12. Members and guests are asked to please wipe down equipment after each use. Towels are available at the spa/fitness desk.
13. Members may bring their own FM headset(s) for access to the audio broadcasts of the televisions in the weight room.
14. Please be considerate of others. Do not drop weights or dumbbells, use chalk, neglect to replace weights after use or behave in a distracting manner during extreme physical exertion; allow others to work in and if others are waiting, limit time on cardiovascular equipment to thirty (30) minutes.
15. Payment of guest fees does not include admittance to special classes or spa/fitness events. Fees for special classes and events vary. Class size may be limited, and members always receive priority placement.
16. Cell phone calls by members and guests is strictly prohibited in all spa and workout areas. Members or guests requiring availability to receive emergency phone calls should advise potential callers to contact the spa/fitness desk (480) 595-4355. Refer to Section A, Paragraph 10 for more detailed restrictions regarding cell phone use and a description of areas where limited use is permitted.
17. In order to minimize congestion within Club facilities and help ensure a consistently high standard of athletic instruction, Club policy prohibits any sports or fitness professional not affiliated with the Club from providing any type of training.
18. Persons are responsible for their own safety and shall be deemed to have assumed the risk of using the fitness facility and are deemed to have released the Club and its members, owners, officers, employees, affiliates, representatives and agents from any liability, loss, cost or damage arising from the person's use of the fitness facility.
19. Members are responsible to comply with all state laws regarding

massage treatment at the Club.

20. It is the responsibility of all persons using the fitness facility 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 him or her from using the spa/fitness facility or engaging in active or passive exercise.

M. POOLS AND PLAYGROUND

1. The regular hours for the pool area of the Sonoran Spa/Fitness Center are, as published within the Hours of Operations by the Club, seven (7) days a week throughout the year except Christmas Day. Certain Club functions announced to the membership may alter these hours of operation and/or restrict access to the pools or spas. The playground is open from 7:00 a.m. to dusk.

2. All members and their guests are required to complete a Registration, Release and Acknowledgment Form at the spa/fitness desk before using the pool facility or any such equipment.

3. There is no lifeguard on duty at the pool, nor is there a supervisor or other Club employee at the playground; therefore, all children under the age of fourteen (14) must be accompanied by an adult at all times. The Club assumes no responsibility for accidents or injuries.

4. Children under the age of ten (10) may not use the family spa. The adult pool and adjacent spa are reserved for members and their children and guests age eighteen (18) and older.

5. No personal audio devices without earphones are permitted. Cell phone calls are prohibited. Refer to Section A, Paragraph 10 for restrictions regarding such use.

6. No glass, personal coolers or picnic baskets are allowed.

7. No smoking is permitted in the pool, at poolside, or in any locker room.

8. No running on the pool decks.

9. When floating lap lane markers are in place, please reserve lap lanes for continuous swimming. Lane markers may be removed to accommodate Club scheduled aquatic programs.
10. No jumping from the spa to the pool.
11. No running and jumping into, or excessive splashing in, the pools or spa.
12. No swimming in, or jumping from, the fountain.
13. Water is shallow; no diving is permitted.
14. Proper swim attire is required. Cut-offs and thong swimsuits are not allowed.
15. The playground and tot pool are reserved for parent-supervised play by children age ten (10) and under.
16. Pool toys and flotation devices are allowed only in the main pool, provided such toys are neither damaging to the facility nor dangerous or annoying to others (e.g., water guns, balloons, or devices which are prone to making noise, creating debris, or encouraging excessive splashing). Flotation devices shall be limited in size to accommodate only one person.
17. Please consult Sonoran Clubhouse Guest Policy, above, for guest restrictions, information regarding parties or other limitations affecting the pool and playground facilities.
18. Parents are responsible for the supervision and safety of their children at pools and playgrounds. Persons are responsible for their own safety and shall be deemed to have assumed the risk of using the pool and are deemed to have released the Club and its members, owners, officers, employees, affiliates, representatives and agents from any liability, loss, cost or damage arising from the person's use of the fitness facility.

N. YOUTH ACTIVITIES CENTER (YAC) AT THE SONORAN CLUBHOUSE

Hours of operation are Monday through Saturday, 8:00 a.m. to 4:00 p.m.

The YAC provides fun for young children of members and guests while they enjoy the use of the Sonoran Clubhouse facilities. The YAC coordinator has many great ideas for creative play, crafts and games to help ensure that each child's visit is a pleasant experience. The following guidelines apply:

1. Parents agree to accompany their children by remaining at the Club.
2. Children from age two (2) who are potty-trained as well as young teenagers are welcome.
3. Hourly fees for YAC are periodically published within the Club's Schedule of Dues and Charges or are posted on site.
4. All parents or legal guardians must sign in and sign out their children. Name, member number, location of parent/legal guardian, signature, sign in and sign out time and telephone number are required.
5. YAC visits are limited to five (5) hours in duration. Reservations are required.
6. Children who are ill are not accepted. Medication will not be administered.
7. For the well-being of all children, it may be necessary to ask parents to pacify an unhappy child.
8. Please phone the Youth Activities Center desk at (480) 595-4359 for reservations and current hours of operation. Reservations cancelled on the same day will be charged half price; no shows will be charged full price.
9. Persons are responsible for their own safety and shall be deemed to have assumed the risk of using the Youth Activities Center and are deemed to have released the Club and its members, owners, officers, employees, affiliates, representatives and agents from any liability, loss, cost or damage arising from the person's use of the Youth Activities Center.

O. DOG PARK

1. Hours of operation are 6:30 a.m. to 8:00 a.m. and 2:00 p.m. until sundown daily. 'Yappy Hour' will be held on Tuesdays and Thursdays

from 4:00 p.m. until sundown. Drinks and snacks will be available from the beverage cart.

2. The Club assumes no responsibility for handlers or dogs. Owners are legally and financially responsible for the actions of their pets.
3. Dogs must be licensed and proof of vaccinations must be produced upon request by the Club.
4. Puppies younger than four (4) months old and female dogs in heat are prohibited from the dog park.
5. At no time are dogs allowed to be on or traverse through the adjoining Cochise/Geronimo practice facility.
6. Handlers must park their cars in the adjoining parking lot and must access the dog park by using the bridge.
7. All Arizona state leash laws must be complied with including A.R.S. § 11.1012 and injury to any person or damage to any property by a dog while off a leash shall be the full responsibility of the dog owner or person or persons responsible for the dog when such damages were inflicted pursuant to A.R.S. § 11-1020. All dogs must be leashed until inside the double-entry gate. Enter the first gate with the dog(s) leashed and remove prior to entering the second gate. Reverse the process upon leaving.
8. Handlers are responsible for picking up after their dogs and properly disposing of waste. Place in receptacles marked for that purpose.
9. No individual treats or toys are to be brought to the park. Tennis balls and other dog park toys are available to share.
10. Handlers are responsible for controlling the behavior of their dogs at all times. Continued or repeated aggressive or menacing behavior will not be tolerated and owners will be asked to leash their dogs and/or leave the dog park. If a member's dog continues to exhibit such behavior during multiple visits the member will no longer be allowed to bring their dog to the park.
11. Unaccompanied children under the age of fourteen (14) are not allowed within the dog park.

P. MEMBER CODE OF CONDUCT

The Bylaws of the Club provide for discipline due to misconduct, as well as for failure to remain current on dues and other charges billed to a member's account. Specifically, Article VI, Section 6.1 of the Bylaws provides for discipline arising from any violation of the Bylaws or rules of the Club. These Rules and Regulations, as stated on page three (3), constitute a portion of such rules. It is not the intention or obligation of the Club to specifically describe every possible type of misconduct which could constitute grounds for discipline, nor is it the desire of the Club to predetermine the appropriate level of discipline for any particular offense. The procedures provided in the Bylaws relating to misconduct constitute the appropriate means for determining if, in fact, the alleged misconduct occurred, the extent of any mitigating circumstances or other material information, and for considering, and imposing, appropriate sanctions. Such possible sanctions include, without limitation, the temporary or permanent loss of some or all use privileges (including the imposition of tee time restrictions or advance reservation restrictions), the temporary or permanent loss of the privilege to host some or all guests, and termination of the membership itself, resulting in permanent expulsion from the Club. Subject to the generality of the preceding paragraph, the following constitutes a non-exhaustive description of conduct at the Club which is strictly prohibited and which can and will lead to disciplinary measures, subject to the notice and hearing procedures provided in the Bylaws (there is no right to a hearing as to delinquent payment or nonpayment of dues and other charges). The designated member is deemed to be responsible for, and may be disciplined as a result of the misconduct of a family member or guest.

1. Failing or refusing to present proper identification and/or to check in with appropriate Club personnel prior to using any Club facility (e.g., golf courses and Sonoran Clubhouse Fitness Center or Tennis Pro Shop) including the failure to properly register guests according to Club policy.
2. Failing or refusing to follow the direction of a Player's Assistant to improve the pace of play on any golf course.
3. Failing to return, or otherwise committing theft of, Club owned or leased property; failing or refusing to repair (and, if not immediately repairable, to report) damage caused by a designated member, or his/her family members or guests, to any property owned by the Club, or otherwise used by the Club in connection with its ongoing operations.
4. Using profane, vulgar, threatening, obscene, abusive, rude,

boisterous, harassing, combative, defamatory, or otherwise offensive language, written or oral, or using vulgar gestures, in the presence of any member of the Club, or their respective family members or guests, or any employee of the Club, particularly under circumstances where the use of such language or gestures is disruptive to the enjoyment of membership in, or use of, the Club by other members, or is likely to be injurious to the reputation of other members or of the Club. As used above, "in the presence of" is intended to apply broadly to include language, if oral, which is overheard by such parties, or, if written (inclusive of e-mail and other forms of electronic communication) is disseminated to such parties.

5. Expressing criticism of Club operations and/or policies, in a non-constructive or otherwise offensive manner, particularly under circumstances where such criticism is expressed to staff-level employees of the Club, or to mid-level supervisors/managers, instead of to the Divisional Managers (i.e. Director of Golf, Director of Clubs, Director of Spa & Fitness, etc.) or to the Chief Operating Officer/General Manager who has been designated by the Club to evaluate constructive member input.

6. In no instance shall a member reprimand an individual Club employee; rather, performance-related issues should be brought directly to the attention of Divisional Managers (i.e. Director of Golf, Director of Clubs, Director of Tennis, Spa & Fitness, etc.). The Divisional Manager will then, if necessary, advise the Chief Operating Officer/General Manager, or the Board of Directors, in the case of the Chief Operating Officer/General Manager.

7. Engaging in any hostile or threatening conduct of any nature while on Club property, or in immediate proximity thereto.

8. Falsely reporting as an account billing error, a charge legitimately posted to one's account or making unauthorized charges against another member's account.

9. Falsely attributing damage to, or theft of, personal property to an employee or other member or guest of the Club.

10. Using, or attempting to use, certain Club facilities, the use of which is not conferred under the applicable membership agreement (e.g., a non-golf form of membership), or using, or attempting to use, Club facilities in excess of numerical frequency, or venue limitations as specified in the applicable membership agreement (e.g., a limited golf form of membership).

11. Pilfering of inappropriate or excessive quantities of Club provided amenities from locker rooms or other Club facilities for personal use outside of such facilities.
12. Aiding third parties to gain access to Club facilities under fictitious identities or otherwise under false pretenses which includes providing a member number to a non-member for such a purpose.
13. Hosting guests at Club facilities in violation of Club policies, rules or regulations, including guest limitations published in these Rules and Regulations, Section C, Paragraph 3.
14. Failing to use designated parking areas or parking in no parking/fire lane zones and driving in a hazardous fashion on Club property.
15. Failing to observe dress codes established by the Club, inclusive of those published in these Rules and Regulations or on the website.
16. Repeatedly failing to keep tee times or other reservations, regardless of any payment of “no-show” or late cancellation fees.
17. Failure to abide by the Club cell phone policy as specified in Section A, Paragraph 10.
18. Misuse of the published Member Directory as outlined in Section A, Paragraph 14.
19. Engaging in unauthorized or illegal activities, including but not limited to, failure to comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances while on Club property.
20. Any item included in the definition of “Cause,” as defined in the Bylaws of the Club.
21. Engaging in other conduct while on Club property which, when evaluated under generally recognized standards of courteous behavior at first-class private clubs, is considered to be conduct unbecoming of a member as determined in the sole discretion of the Board of Directors.