



MEMBER CODE OF CONDUCT  
AND  
RULES AND REGULATIONS

Effective December 6, 2017

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## I. MEMBER CODE OF CONDUCT

The Member Rules and Regulations govern the operation of Desert Mountain Club, Inc. (the “Club”) and are agreed to by all members when they join the Club. The Code of Conduct is an integral part of the Rules and Regulations and establishes guiding principles for compliance with these provisions. The Code of Conduct is also critical in setting expectations for acceptable behavior to ensure the peaceful enjoyment of the Club by all, to protect the welfare of our employees and to achieve our vision of being one of the finest golf communities.

The Code of Conduct embraces a set of core and shared values focusing on our members, our people and our Club. At the core of our values are integrity, teamwork, mutual respect, civil behavior, courtesy and personal responsibility. Through a common set of shared values we will enhance our commitment to excellence, provide the best possible membership experience, ensure that we continue to attract and retain high performing employees, protect the reputation of the Club and create a financially sustainable future for the Club. Our values embody:

| <i><b>Our Members</b></i>   | <i><b>Our Employees</b></i>   | <i><b>Our Club</b></i>  |
|---|---|---|
| <p>We treat each other with courtesy, dignity and respect.</p> <p>We welcome, foster, and celebrate our diversity.</p> <p>We rely on one another’s good judgment to uphold a high standard of integrity for our Club.</p> <p>We expect all members to abide by both the letter and spirit of our Code of Conduct.</p> | <p>Our people are one of our most important assets.</p> <p>Our employees and our members treat each other with courtesy, dignity and respect.</p> <p>We emphasize teamwork to produce the best results.</p> <p>We value our employees’ knowledge, enthusiasm and spirit to serve our members.</p> <p>We listen, understand and help them succeed.</p> | <p>We manage our business with a spirit of ownership and entrepreneurship.</p> <p>We stimulate creativity and embrace change.</p> <p>The reputation of our Club is among our most prized assets.</p> <p>Our values and success make Desert Mountain a great place to live and play.</p> |

Embracing and abiding by these principles and shared values fosters harmony among the members and creates pride in the membership, thereby contributing to a positive market reputation of a highly desirable club to join and protecting the investment made by all members. Member behavior that is inconsistent with these values or results in non-compliance with the Club’s Rules and Regulations can impair other members’ peaceful enjoyment of Desert Mountain, have an adverse impact on our employees and damage the reputation and health of the Club. The Club Bylaws provide a process for fairly evaluating and promptly addressing inappropriate behavior. Compliance with these Rules and Regulations while embracing our shared values will enable our members to enjoy the many amenities of the Club and comradery with fellow members while making Desert Mountain a great place to live and play.

## **II. MEMBER RULES AND REGULATIONS**

The Member Rules and Regulations of the Club have been created for the collective interests of our members, their families and guests, and employees of the Club. They are intended to assist all members, their families and guests in understanding how to properly utilize Club facilities and to establish appropriate standards of behavior in interacting with other members, guests and employees of Desert Mountain. The Member Rules and Regulations, set forth in this document, together with the *Election Procedures and Campaign Rules and Regulations*, incorporated herein by reference, constitute the complete Member Rules and Regulations approved by the Board of Directors and posted on the member-only section of the Desert Mountain Club website at [www.DesertMountain.com](http://www.DesertMountain.com). Club Management is responsible as directed to enforce these Rules and Regulations for the enjoyment of the Club by all members, their families and guests.

Members should take the time to familiarize themselves with these Rules and Regulations as they are binding upon all members, their families and guests. Members should also be knowledgeable about the Club Bylaws and any other guidelines, rules and regulations implemented and published by the Club from time to time. Violations of the Rules and Regulations, whether unintentional or deliberate, may result in disciplinary action(s) pursuant to the Club Bylaws.

These Rules and Regulations are not intended to supersede or contradict the Bylaws, which take precedence in the event of a conflict. The Board of Directors 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 binding on all persons using the Club facilities.

Comments or suggestions regarding these Rules and Regulations should be presented in writing to the Chief Operating Officer/General Manager at 10550 East Desert Hills Drive, Scottsdale, Arizona 85262.

### **A. MEMBERS AND GUESTS DEFINED**

For purposes of implementing the Rules and Regulations, the various terms referring to members and guests are defined as follows:

1. “Member” refers to the primary member as designated on the membership agreement. At times, the term “member” includes “immediate family members” as the context may require
2. “Immediate family member” refers to: (1) the primary member’s legal spouse or significant other; and (2) the unmarried children (of the primary member and/or his/her legal spouse or significant other) under the age of twenty-five (25) who are living at home with the member, are full-time students or are serving in the U.S. Armed Forces.
3. “Family guest” refers to the following family members of the primary member and/or his/her legal spouse or significant other: (1) parents; (2) grandparents; (3) children (who are not immediate family members) and their spouses; (4) siblings and their spouses; and (5) grandchildren and their spouses.

4. "Guest" refers to all family guests and other persons (excluding members and immediate family members) authorized to use Club facilities as guest of a member.

## **B. GENERAL OPERATIONS**

### **1. Member and Guest Access to Facilities**

- a. Each 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 agreement and documents referenced therein (including the Bylaws) should be reviewed in context and together with these Rules and Regulations.
- b. Immediate family member of a designated member or his/her spouse or significant other (as defined above) may use all the facilities of the Club available to the member. Children under the age of twenty-five (25) who are not living at home with the member, 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 when using the Club facilities. Any request to add or change immediate family members status should be made to the Membership Relations Office located at Fairways office, 10550 East Desert Hills Drive, Scottsdale, Arizona 85262.
- c. It is the members' responsibility to ensure that they, their immediate family members and guests who obtain access to and use the Club facilities have sufficient knowledge regarding the activity in question and are of sufficient age, maturity, physical capability and ability to use the particular facility and to engage in such activity.
- d. All family guests (as defined in Section A above) must be registered with the Membership Relations Office prior to use of Club facilities in order to receive family guest rates. Only family members as defined in Section A above will be permitted to register as family guests. Any change in the names or status of family guests should be reported to Membership Relations Office.
- e. Hosting members must review the Rules and Regulations with their guests, as they are responsible for the conduct, dress and expenses of their guests while they are using Club facilities. Members must also ensure they properly register their guests according to Club policy set forth herein.
- f. Members may invite guests to use certain Club facilities while accompanied by the member subject to fees, time restrictions and availability as defined for each facility. Guest fees currently in effect are published in the Schedule of Dues and Charges posted on the member website and are subject to change by the Club with notice to the members.
- g. The hosting member must always accompany guests while on all golf practice ranges and golf courses; however, guests may visit the golf pro shops at any time. Please see the "Golf" section below for more detailed information on golf guest policies.

- h. Guests must be accompanied while using the Sonoran Clubhouse and all dining facilities unless the member has obtained an Unaccompanied Guest Use Authorization Pass. See the Club member website for details on how to obtain an Unaccompanied Guest Pass. All unaccompanied guests must verify their access with Unaccompanied Guest Pass Authorization when entering/using all amenities upon request. The Card allows an unaccompanied guest to use Club facilities for a maximum of fourteen (14) days per year subject to any posted time restrictions. Additional time requires approval from the Director of Membership Sales & Relations. Properly registered family guests receive discounted rates for the Unaccompanied Guest Use Authorization access.
- i. Guests may not sign tickets (or otherwise use a member's Club account) for goods or services at Club facilities, unless an Unaccompanied Guest Use Pass is obtained from the Club by the member on behalf of his/her guest. Guest-related golf fees, food and beverage charges, spa services and merchandise in the golf and tennis shops will be posted to the hosting member's account. As always, members are responsible for all charges billed to their member account.
- j. The Club does not share reciprocity with other clubs and, therefore, will neither accept charges made by members of other clubs nor charge members' accounts for fees incurred at other clubs.
- k. Members should not use, or attempt to use, Club facilities in a way that is not conferred under the applicable membership agreement; or use, or attempt to use, Club facilities in excess of numerical frequency or venue limitations as specified in the applicable membership agreement.
- l. Members should not aid 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.
- m. Members should not host guests at Club facilities in violation of Club policies, rules or regulations, including guest limitations published in these Rules and Regulations.
- n. Any members not in good standing who have left the Club are not permitted to use Club facilities as a guest.

## **2. Photo Identification**

- a. The Club maintains a photo identification policy and procedure for purposes of verifying the identity of a member, member's spouse or significant other, and his/her other immediate family member(s) at the time of access to a golf course or other Club facility. Accordingly, all 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.
- b. Members and immediate family members who do not comply with the above photo identification policy may be denied access to Club services and facilities.

- c. Additionally, the Club reserves the right to condition access to all Club facilities by guests of members upon such guests providing photo identification (e.g., driver's license, student ID card), an Unaccompanied Guest Use Authorization Card or by any other method approved by the Club.

### **3. Dress Code**

- a. All members and guests are required to dress in an appropriate manner suitable for the occasion and the surroundings of the Club. Common sense and good judgment should prevail. We ask that members, their families, and guests refrain from wearing the following at any clubhouse, bar/lounge or patio: short shorts, very short skirts, cut-offs, torn, worn, stained or bleached jeans, baggy and ill-fitting jeans, tight-fitting stretch pants, cargo shorts with exterior pockets, tank tops, or graphic tee shirts. Appropriate athletic attire can be worn at Café Verde and Renegade Hideout.
- b. It is also expected that members advise their guests of the dress requirements so that they are appropriately attired. Children are expected to be properly attired based upon their age.
- c. Specific dress for golf, dining and other activities are set forth in the sections below or posted on the Club website.
- d. The Club reserves the right to deny access to Club Property to anyone not appropriately dressed.

### **4. No Tipping Policy**

- a. The Club maintains a "no tipping" policy, except for spa services and restaurant services as set forth herein. Members and their guests should not offer tips to any employees. Employees are prohibited from accepting tips and any employee who accepts a tip will be subject to disciplinary action, including termination. Incidents of any Club employee soliciting or accepting a gratuity from any member or guest should be immediately reported to the appropriate Division Manager (e.g., Director of Golf, Director of Club Operations, Director of Tennis and Spa & Fitness) or the Chief Operating Officer/General Manager.
- b. 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.
- c. 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.

Senior Management and all salaried employees are not included in the Holiday Fund program.

## **5. Pets**

- a. Pets (with the exception of legitimate service animals) are not permitted in the clubhouses, Club restaurants, patios and pool area. All pets must be accompanied by their handlers at any time when on Club property and must be leashed in compliance with the Arizona state law provision A.R.S. § 11-1012 when on Club property except in the dog park located near the Cochise/Geronimo practice facility. Pets that are leashed and accompanied by their handlers are allowed on golf courses, cart paths and fairways (excluding greens, tee boxes, sand bunkers, practice areas and ranges) as long as the golf course is not open for play. Pets may not run free on the courses at any time.
- b. Members are required to exercise complete control over and are responsible for the conduct of their pets and the pets of any of their guests that are present on Club property.
- c. Handlers are required to pick up and properly dispose of waste. Handlers are also expected to exercise complete control over their pets at all times and avoid creating the opportunity for an annoying or menacing encounter between their pets and other members/guests or their pets.

## **6. Cell Phone Usage**

- a. Except for designated areas, engaging in cell phone calls by members and guests is prohibited within the interior areas of all clubhouses and shops.
- b. Cell phone calls are prohibited in all dining rooms and patios. Cell phone calls are also restricted in other exterior areas of clubhouses where other members or their guests are dining or otherwise enjoying the clubhouse amenities.
- c. Cell phone calls are restricted to the main entry lobby area to the Sonoran Clubhouse and are prohibited in all spa, workout and other areas.
- d. Cell phone calls are not allowed on or near tennis courts or at the swimming pools and hot tubs.
- e. 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.
- f. All ringers must be turned off or switched to the “vibrate” mode while on all Club premises, whether indoors or outdoors. 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.



- g. The Club reserves the right to further limit or prohibit the use of cell phones or other communication devices that are disruptive in other specific venues not identified above, and/or at specific times.

## **7. Smoking**

- a. Smoking is prohibited in all clubhouses and dining facilities. Arizona law prohibits all smoking indoors and within twenty (20) feet from an entrance door. All smokers must comply with A.R.S. §36-601.01.
- b. Smoking is not allowed at any indoor or outdoor area of the Sonoran fitness complex, including the Tennis, Pickleball, Croquet, Bocce or Pool facilities.
- c. Cigarette and cigar smokers are obligated to properly dispose of their “butts” and not leave them on the courses or on Club property. During high “Fire Danger,” smoking on the courses is not permitted. Please check with the starter for current conditions.
- d. Smokers should also be mindful of the presence of others and make every effort to minimize the impact of smoking on others in close vicinity.

## **8. Use of Outside Teaching Professionals**

In order to minimize congestion within Club facilities and help ensure a consistently high standard of athletic instruction, any sports or fitness professional not affiliated with the Club is prohibited from providing instruction at Club facilities (including golf, tennis, swimming or spa & fitness facilities).

## **9. Merchandise at Club-Approved Tournaments**

All merchandise that is provided (sold or donated) 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.

## **10. Other Club Property Uses**

- a. Members are allowed to walk on golf course cart paths as long as the golf course is not open for play.
- b. Skates, skateboards, segways, hoverboards, scooters (including motorized versions), four-wheelers and bicycles may not be ridden on golf cart paths, golf courses, and Natural Area Open Space (“NAOS”) areas on Club property.
- c. The use of drones, remote controlled planes and helicopters that are flown at low level altitudes over Club property, clubhouses and golf courses is prohibited as they disrupt the peaceful enjoyment of the facilities by the members and their guests.

- d. All members and guests must respect and comply with all road signage and should not park in “no parking” or “fire lane” zones. Driving in a hazardous fashion on Club property is also prohibited.

## **11. Closure of Club Facilities**

- a. The Club’s outdoor facilities (golf course, tennis courts, pool, etc.) may be closed during inclement weather and maintenance, and shall not be used during that time.
- b. The Club shall not have any obligation to close any Club facilities during inclement and/or hazardous weather including, but not limited to, wind, rain, flooding or lightning (hereinafter referred to as inclement and/or hazardous weather). Nor shall the Club have any responsibility to issue any warning of inclement and/or hazardous weather conditions, and shall not be held liable for failing to warn users of inclement and/or hazardous weather conditions or the need to vacate the outdoor facilities.
- c. All users are responsible for their own safety while using Club facilities, participating in Club functions or being on Club property during inclement and/or hazardous weather conditions. As set forth in Section J, each member acknowledges the risks attendant to inclement and/or hazardous weather conditions, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

## **C. GOLF**

Golf play at Desert Mountain is governed by the then current USGA Rules of Golf. Desert Mountain recognizes that there are many recent trends in golf, including the equipment used, technique deployed, and posting practices for golf rounds for USGA handicap purposes, all of which must conform with then current edition of the USGA Rules of Golf.

### **1. Hours of Operation and Other Provisions**

- a. The Hours of Operation for the golf courses, golf pro shops, practice facilities and Performance Center are posted seasonally on the Club member website and printed on the Hours of Operation card. Closures during inclement and/or hazardous weather, overseeding or aerification, the summer season, and other agronomic events, on Christmas Day or during emergencies are the exceptions to the published hours. Course closures or delays are posted on the member website.
- b. The practice areas will open approximately thirty (30) minutes before the first tee time and will close approximately thirty (30) minutes before sundown, except for those practice areas and corresponding courses that are closed for maintenance or repair. For specific weekly practice facility or early course closure for maintenance, please refer to the member website.

- c. All members and their guests must register in the golf pro shop prior to their round. Unless otherwise specified, all play will begin at the designated starting time from the first tee. All holes must be played in sequential order, unless directed otherwise by the golf staff.
- d. Juniors under the age of fourteen (14) must be accompanied by an adult member or member's spouse or significant other during a round of golf.
- e. Each player must have his/her own set of clubs and golf bag during a round of golf.
- f. Prior to their round, members must advise their guests that the Club has a four-hour pace of play policy. If the member believes the guest cannot maintain this pace, the member should schedule the round later in the day. The golf professional staff is empowered with asking groups to increase pace or pick up and move to another hole when pace is not being maintained.
- g. 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.
- h. The Club is not responsible for items left in golf carts or on Club property. The golf pro shops maintain a lost and found box and will hold items for thirty (30) days.
- i. Members acknowledge that there are certain risks inherent in golfing activities. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, golf balls and clubs, golf carts, inclement and/or hazardous weather conditions, adverse terrain, water hazards, interactions with wildlife and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

## **2. Tee Time Reservations Using ForeTees**

- a. Advance Tee Time Requests: All members may submit tee time requests on the ForeTees system up to thirty (30) days prior to the play date and no later than 4:00 p.m. of the eighth day prior to play. Members may also book a tee time seven (7) days in advance of the desired date of play beginning at 7:00 a.m. Members requesting tee times up to thirty (30) days prior to the play date or reserving tee times on the ForeTees system within the seven (7) day-window are limited to two (2) consecutive tee time requests.
- b. Member Group Play: Group golf leaders may submit tee time requests to [groupgolf@desertmt.com](mailto:groupgolf@desertmt.com) and tee times will be managed in the same manner as individual member advance requests submitted through the online ForeTees reservation system. . Golf groups requesting more than six (6) consecutive tee times will be required to start after 8:30a.m.

- c. Assigned Tee Times: The ForeTees reservation system will send an e-mail to the member with confirmed tee time(s) by 6:00 a.m. seven (7) days prior to the date of play. Beginning at 7:00 a.m., the member can change to another available tee time or cancel the assigned tee time.
- d. A tee time request will allow up to three (3) "X's" to be entered instead of player names. Any tee times having three (3) "X's" not replaced with a name seventy-two (72) hours in advance of play will be entirely lost. Tee times with one (1) or two (2) "X's" that are not replaced with a name seventy-two (72) hours in advance of play, will lose the slots with an "X" in the tee time.
- e. During Winter Season based on requests and accessibility, individual member play will be assigned the first four (4) tee times of the day on three golf courses. This will enable individual member play to begin prior to member group play on these courses. Member group golf will be assigned on all six (6) courses after 8:30 a.m.
- f. The golf staff will not provide the service of assigning member group play during a period of time when there are less than three (3) courses open. This will primarily occur during the summer months and during periods of summer maintenance and overseeding.
- g. During Club-sponsored events and tournaments that use three (3) courses (i.e., Mountain Magic, Mountain Mania, Dos Amigos, Dos Amigas), no guests, other than registered family guests, will be permitted before 11:00 a.m. Group golf scheduling will be suspended during this time.
- h. The golf staff will assign #1 and #10 tee time starts, where practical, to increase desirable start times in the summer months and on holidays.
- i. Subject to availability, members who wish to play an additional round beyond their first eighteen (18) holes may arrange a second tee time for that day. A repeat or second round cannot be reserved using ForeTees. Members must schedule the second round through any golf pro shop after the completion of the first round. At no time will thirty-six (36) holes of golf play be pre-booked unless approved and managed by the Director of Golf.
- j. Fivesomes may be allowed on the golf courses solely at the discretion of the Director of Golf and/or the Facility Head Golf Professional. These groups may be scheduled towards the end of the day and are subject to all pace of play provisions.
- k. Members have the option of masking their names and the names of their guests on the ForeTees online reservation system tee sheet grid. Players will be identified as "Member" or "Guest."
- l. The Director of Golf and/or designated Head Golf Professionals are available to assist any member for special requests in advance of the eight (8) day window on a limited basis.

- m. The Club and/or the Director of Golf reserve the right to modify the tee time reservation procedures as needed with appropriate advance notice to members.
- n. For tee time reservations for guests, please see the “Guest Policy” section below.

### **3. Cancellation of Tee Times**

- a. In an effort to help improve membership access to the courses, tee times must be cancelled by 6:00 p.m. three (3) days prior to the day of play (such as, by Tuesday at 6:00 p.m. for Friday play).
- b. Reservations cancelled after 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.
- c. 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, to the member who made the reservation.

### **4. Tournaments, Organized Events, Handicaps and Other Provisions**

- a. *Priority of Club-Approved Tournaments.* Club-approved golf tournaments have priority and, during those times, the Club may restrict golf course access to tournament participants only. Tournament participation is open to all Equity Golf Members in good standing based on space availability for the event. Equity Club Lifestyle-Senior Members, will be placed on a wait list and become eligible for an event seven (7) days prior to the scheduled competition date based upon space availability. Immediate family member participants must be at least eighteen (18) years of age.
- b. *Organized Golf Activity.* 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, Couples League and Saturday Stix are played once a week. Please contact the golf professional staff for additional information regarding these and other events.
- c. 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 (3) foursomes. Mini-tournaments organized by member golf groups must be approved by the Director of Golf in advance of play.
- d. All outside golf events, including charitable golf tournaments, require approval by the Board of Directors. The application process for these events must be made to Club Management in care of the CEO’s office no later than October 1 for the following calendar year. The CEO, in coordination with the Golf & Agronomy Committee, will determine: the number of events; the pricing structure for facility use fee, food & beverage and golf fees; and the dates that events will be held at the Club.

- e. Private golf events, including wedding-related golf events, must be approved by the CEO and/or Director of Golf. These events will follow the guest policy requiring one (1) member in every group. Also, there will be no golf discounting tied to member catering events.
- f. *Handicaps.* The Club participates in a handicap system sanctioned by the USGA that complies with all USGA policies, procedures and guidelines. For Club events, all players should have a verifiable current USGA handicap. The Club will use a member's Tournament-Index to assign tournament handicaps for Club events. 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.
- g. *Coolers and Alcoholic Beverages.* Personal coolers containing food or beverages are not permitted on the golf courses. Under no circumstances may alcoholic beverages be brought onto Club property. It is a violation of the Club's permits and related ordinances for the Club to allow alcoholic beverages to be brought on Club property or for members to bring and serve food to other parties on Club property.
- h. *Cell Phones or other Electronic Devices.* Members and guests should ensure that cell phones or other electronic devices (such as golf GPS devices, radios, speakers or similar devices) used on the practice facilities or the golf courses do not distract other players. Cell phones should be turned off or on vibrate/do not disturb mode during play. Other devices must be set at a volume that does not distract other players and must be used with in-ear headphones as appropriate. During tournaments, the USGA Rules of Golf regarding the Use of Electronic Devices will apply.

## **5. Pace of Play**

- a. For the enjoyment of all golfers, the Club maintains a pace of play policy requiring all players to complete their rounds within the designated time specified by the Director of Golf and displayed on the Visage GPS system on the golf carts or by the starter at the beginning of play.
- b. The expected pace of play at Desert Mountain is four (4) hours for an 18-hole round. It is imperative to keep up with the group in front of you in maintaining the pace of play.
- c. The golf professional staff is responsible for monitoring and enforcing the pace of play. Should members be advised that they are not maintaining the appropriate pace of play, they must allow faster groups through or, if directed by the golf staff, must retrieve their golf balls and move to their designated position.

## **6. Guest Policy**

- a. 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 Schedule of Dues and Charges posted on the member website and are subject to change with notice to the members.

- b. A Golf member must accompany his/her guest during golf play. It is required that a Golf member be present in every group unless pre-approved by the Director of Golf. In the event an exception is made by the Director of Golf, the group will be required to have a forecaddie present at all times.
- c. During the agronomy perennial rye grass overseed window, guests are not allowed to play before 11:00 a.m.
- d. No individual guest, may play more than six (6) rounds per calendar year unless an exception is approved by the Director of Golf and/or the CEO. 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.
- e. Equity Club (Lifestyle) members who are not entitled to golf privileges may not be guests of Golf members. Access for prior Equity Club members is as defined by their membership agreement. Also, members not in good standing who leave the Club are not permitted to play golf as a guest of another member.
- f. All family guests must be registered through the Club to receive family guest fee rates. Unregistered family guests will be charged the standard guest fee. Family guests will be permitted a total of eighteen (18) rounds per calendar year; the first twelve (12) rounds will be charged at the family guest rate, and next six (6) would be charged at the guest rate. This number is twelve (12) rounds more than an accompanied guest. A family guest would not be allowed to play more than eighteen (18) times in a calendar year.
- g. The Director of Golf must approve collegiate golf play. Players must be accompanied by a member or forecaddie, will pay the family guest rate and are not allowed to play before 11:00 a.m.
- h. Guest policies remain subject to change at any time.

## **7. Golf Carts**

- a. Only carts owned by the Club are permitted on the golf courses and designated crossings. Carts may not be operated by individuals without a valid driver's license or who are under the age of sixteen (16).
- b. Carts are equipped with the Visage GPS system, which provides maps of the course and each hole, yardage to the hole location or other points on a hole, pace of play information and the ability to communicate with the golf staff and to track carts. In addition, Visage Action Zones system have been installed and restrict the golfer from driving in designated areas that vary by course and are defined by the Golf Management Staff. Action Zone areas are for the safety of the golfer and to assist with cart traffic to provide the best playing conditions possible. These areas are set and monitored closely by Golf Management Staff and can be changed based on golf course conditions. If the golfer attempts to drive into a restricted area, the carts will warn the driver, automatically slow down and eventually stop. This will require the driver to reverse the cart and return to approved areas of operation.

- c. All cart drivers must observe the 90-Degree Rule requiring golfers to drive their carts along the cart path until the cart has reached a point that is in line with their golf ball. At that point, they can drive laterally across the fairway directly to the ball.
- d. The Director of Agronomy will determine whether the condition of the golf courses will permit the use of golf carts on anything other than the designated paths or driving areas.
- e. Cart directional signage is to be observed at all times. Also, carts must avoid areas that are newly planted, wet or under repair.
- f. A maximum of two (2) bags (unless a four-bagger cart attachment is used) and two (2) riders per cart are allowed. Four-bagger cart attachments are available at all courses, except Chiricahua, for those players who choose to walk and not carry their own bag. Also, Club-provided walking carts are available for a fee at Renegade, Apache and Outlaw. See Schedule of Dues and Charges posted on the member website for applicable fees, which are subject to change by the Club with notice to the members.
- g. A player who signs in as a walker is expected to carry his/her own bag for the entire round.
- h. Cart fees are established for each calendar year and are published in the Schedule of Dues and Charges posted on the member website and are subject to change by the Club with notice to the members. Fees are currently waived for players under the age of sixteen (16) but they must be accompanied on the cart by a paying adult. A Carry 9/Ride 9 cart fee will be charged where special staging is required at a location other than the typical clubhouse locale, i.e., 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 is treated the same as the Cochise and Apache courses, due to the proximity of its 10th hole to the practice area.
- i. Carts are only for use on the golf courses with a maximum of two (2) carts per group unless approved by the golf staff in advance of play. For safety, three (3) or more passengers on carts are not permitted. Drivers are responsible for the proper operation of carts and may not allow 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. The Club is not responsible for any injuries or accidents resulting from the improper or unauthorized use of carts.
- j. Members in need of a medical waiver should contact the Head Golf Professional (after receiving his/her tee time confirmation) with valid supporting information. If approved, Golf Management Staff will input a note into the member tee time in ForeTees and the golf staff will then code the golf cart accordingly for the round. In the event of major surgery, please formally request a medical waiver and the number of days needed to the Director of Golf. A medical waiver allows the golfer to enter and exit fairways while exercising good, safe judgment. Visage GPS Action Zones



areas will still limit the golfer from driving in designated areas deemed unsafe by Golf Management Staff. These areas will vary by course and hole topography and are defined by the Golf Management Staff.

- k. Desert Mountain recognizes the needs of the disabled golfer who suffers from permanent walking impairments or other conditions that can make it impossible for him/her to enjoy the courses with restrictions on golf cart use. Golfers with disabilities are asked to identify themselves to Golf Management Staff and provide proof of a disability, such as a government-issued permanent disabled car placard or other identifying information. Such a medical waiver allows the golfer to enter and exit fairways while exercising good, safe judgment. Visage Action Zones areas will restrict the golfer from driving in the designated areas deemed unsafe by Golf Management Staff. These areas will vary by course and hole topography and are defined by the Golf Management Staff.
- l. Members acknowledge that there are certain risks inherent in the operation of golf carts. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, collisions, malfunctions or instability of the golf cart, operation of the golf cart on uneven terrain or steep slopes, inclement and/or hazardous weather conditions and other unforeseen events. Members shall be held fully responsible for any and all damages, including physical damage to the golf cart, caused by misuse of the golf cart by themselves, their immediate family members and guests and shall reimburse the Club for any and all damages the Club may sustain by reason of such misuse. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

## **8. Golf Dress Code**

- a. 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. Shirt tails for Gentlemen must be tucked in. Golf caps and visor brims must be forward-facing.
- b. For women, attire required at all times on all courses and practice areas includes golf shirts, capris, slacks, appropriate length shorts, golf skirts or skorts, or tasteful clothing similar to golf attire offered for sale at the golf pro shops. Golf cap and visor brims must be forward-facing.
- c. Inappropriate attire includes, but is not limited to, short shorts, casual cargo shorts/pants, shorts/pants with protruding pockets, cut-offs, running and gym shorts, yoga pants, jogging suits, sweat pants, tank tops, racer-back tops, men's sleeveless shirts, t-shirts and denim.

- d. Appropriate golf footwear is required. The Club maintains a year-round soft spike policy. Attendants are available in both the clubhouses to replace spikes for a nominal fee. Inappropriate footwear includes, but is not limited to, flip-flops, non-golf sandals as well as bare feet.
- e. Members are responsibility for advising their guests of the dress code and footwear requirements so that they are properly attired.
- f. The Club reserves the right to deny access to the golf courses or practice facilities to anyone not appropriately dressed or wearing inappropriate footwear.

## **D. DINING**

### **1. Hours of Operation**

The Club publishes the hours of operation for the dining facilities on a seasonal basis. Please refer to the Hours of Operation card or the Club website for details.

### **2. Reservations and Functions**

- a. Reservations for all special Club events and dining should be made online or by calling Member Services at (480) 488-1363. Advance reservations are required for special Club events. Reservations allow the staff to properly prepare for and provide the members with the best possible experience. A member who makes a reservation on behalf of another member is responsible for that reservation.
- b. Dining reservations must be cancelled through Member Services 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. In the case of a dispute, the member may be asked to provide a copy of an e-mail cancellation notice to Accounts Receivable in order to receive a credit.
- c. Special Club events generally require forty-eight (48) hours prior cancellation notice through Member Services 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 billed to the reserving member's account. In the case of a dispute, the member may be asked to provide a copy of an e-mail cancellation notice to Accounts Receivable in order to receive a credit.
- d. Certain Club functions announced to the membership may restrict the use of the Club's dining facilities during that event. On those occasions, other normal access and services may be temporarily suspended or relocated.
- e. Requests for private parties must be submitted to the Catering Department for Management review and approval.

### **3. Sales and Service of Alcoholic Beverages**

- a. The sale and service of all alcoholic beverages is regulated by the State of Arizona. In accordance with these policies, all alcoholic beverage consumers must be twenty-one (21) years of age or older. No alcoholic beverages may be brought onto Club property or taken off Club property and the Club is not allowed to charge a corkage fee for outside beverages under Arizona State law.
- b. Members and their guests may not procure alcoholic beverages from the Club for use by minors or offer an alcoholic beverage to any employee of the Club.
- c. The Club reserves the right to refuse to serve alcoholic beverages to members and/or their guests.

### **4. Service Charges and Billing**

- a. 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.
- b. All food and beverage for guests must be billed to the hosting member's account. No credit cards, cash or checks can be accepted in order to more readily comply with the Club's tax status as a non-profit 501(c)(7) organization.

### **5. Dress Code**

- a. Members are required to dress in an appropriate manner suitable for the occasion and the surroundings of the Club. Common sense and good judgment should prevail. It is also expected that members advise guests of the dress requirements so that they are also appropriately attired. Children are expected to be properly attired based upon their age.

**Summer Season:** June 1 – September 30 (as defined by the Club's Hours of Operation Schedule)

- Men's and ladies' approved golf attire (including shorts) or dress denim may be worn in all clubhouse dining rooms, bars/lounges and patios during the day and evening.
- Men may not wear hats in any clubhouse or bar/lounge, other than Café Verde, C/G Men's Grill and Renegade Hideout. Hats may be worn on patios (bill facing forward), with the exception of the patios at Apache and Constantinos after 5:00 p.m.
- Men's and ladies' dress sandals may be worn in all clubhouses.
- Workout attire may be worn at Café Verde and Renegade Hideout. Footwear must be worn.

**Winter Season:** October 1 – May 31 (as defined by the Club's Hours of Operation Schedule)

- Men must wear long pants, or dress denim, and a collared shirt in the dining rooms.

- Men's and ladies' approved golf attire (including shorts) or dress denim may be worn in all clubhouse bars/ lounges and patios (with the exception below).
  - Golf attire (including shorts and hats) may not be worn on the patios at Apache and Constantinos after 5:00 p.m.
- Men may not wear hats in any clubhouse or bar/lounge, other than Café Verde, C/G Men's Grill and Renegade Hideout. Hats may be worn on patios (bill facing forward), with the exception of the patios at Apache and Constantinos after 5:00 p.m.
- Ladies' (only) dress sandals may be worn in all clubhouses.
- Workout attire may be worn at Café Verde and Renegade Hideout. Footwear must be worn.

The dress code requirement for long pants does not apply to children 12 years of age and under.

We ask that members, their families, and guests refrain from wearing the following at any clubhouse, lounge or patio: short shorts, very short skirts, cut-offs, torn, worn, stained or bleached jeans, baggy and ill-fitting jeans, tight-fitting stretch pants, cargo shorts with exterior pockets, tank tops, or graphic tee shirts. Appropriate athletic attire can be worn at Café Verde and Renegade Hideout.

- b. Members are responsible for advising their guests of the dress code requirements so that they are properly attired.
- c. The Club reserves the right to refuse service to anyone with inappropriate attire.

## **E. MEMBER SERVICES**

1. The regular hours for Member Services are as published in the Hours of Operation by the Club, seven (7) days a week throughout the year, except Christmas Day.
2. Contact Member Services for all dining, special event, horseback riding and camping reservations.
3. Member Services may also be of assistance in many areas, including: 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.
4. Incoming and outgoing facsimiles, mail, messages, overnight packages, and notary service requests may be directed to Member Services.
5. Member Services maintains a lost and found and will hold items for thirty (30) days.

## **F. SONORAN CLUBHOUSE**

### **1. Guest Policy**

- a. All guests **MUST** be accompanied by a member unless Unaccompanied Guest Use Authorization has been issued by the Club at the Membership Relations Department as set forth herein. Upon arrival at the Sonoran Clubhouse, members are required to register their guests at the fitness desk.
- b. Guests are allowed only after 10:00 a.m. However, the Club reserves the right to limit guest access to its facilities, particularly during the holidays and special events. A guest, other than a registered family guest, may not use the Sonoran Clubhouse facility more than six (6) times in a calendar year. Fee schedule is posted on the member website.
- c. Members may request an Unaccompanied Guest Use Authorization Card through Membership Relations for unaccompanied guests for use of any club amenities. See the Club website for the applicable request form. Special requests must be submitted by the member and such privileges will be subject to additional fees and/or use restrictions.
- d. Guest fees will be charged to the hosting member's account. 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. Guests under age fourteen (14) are not allowed to use the spa or exercise equipment. A daily or other periodic facility use fee for any guest age fourteen (14) and older may be purchased when the guest is accompanied by a member. Fees are published in the Schedule of Dues and Charges posted on the member website and are subject to change by the Club with notice to the members. Payment of guest fees does not include admittance to special classes or spa & fitness events. Fees for special classes and events vary.
- e. Members are responsible for advising their guests of all rules and regulations pertaining to the usage of the clubhouse and facilities. Guest privileges may be revoked for a guest's failure to comply with established Club rules, regulations or policies.
- f. 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.

### **2. Boutique and Tennis**

- a. Hours of Operations, Reservations and General Provisions
  - i. The regular hours for the Sonoran Boutique and tennis courts are as published in the Hours of Operations by the Club, seven (7) days a week throughout the year, except Christmas Day.

- ii. Tennis court reservations are recommended and may be made up to seven (7) days in advance by calling the tennis desk to arrange times on grass, clay or hard courts. Those with reservations will have court priority. Tennis courts can be reserved for sixty (60) minutes for singles play and ninety (90) minutes for doubles play. Extended time may only be authorized by the tennis staff.
- iii. The courts are open for member use during regular hours of operation. With prior approval, play is permitted before or after regular hours.
- iv. All members and guests must register at the Sonoran front desk & tennis desk prior to play.
- v. Members acknowledge that there are certain risks inherent in the game of tennis. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, tennis balls and/or rackets, collisions, uneven or slippery court surfaces, overexertion, exposures to inclement and/or hazardous weather conditions and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

b. Dress Code and Etiquette

- i. Standard tennis shoes are required at all times. Shoes that can damage the courts are prohibited.
- ii. Members and their guests are required to wear tasteful tennis attire similar in style to that offered for sale at the boutique. Jeans, swimwear, cut-offs and running shorts are not permitted at any time.
- iii. Members are responsible for advising their guests of the dress code requirements so that they are properly attired.
- iv. The Club reserves the right to deny access to anyone with inappropriate dress or footwear.
- v. 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.

### 3. Spa & Fitness

a. Hours of Operation, Registration and General Provisions

- i. The regular hours for the Sonoran Spa & Fitness Center are, as published in the Hours of Operation 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.

- ii. Members and immediate family members may use the spa & fitness facilities during all hours of operation. Other family members and 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.
- iii. All members and their guests are required to register and complete a Registration, Release and Acknowledgment Form at the spa & fitness desk before using the facility or any equipment.
- iv. Members and guests are responsible for complying with all state laws regarding massage treatment at the Club.
- v. Cell phone calls are restricted to the main entry lobby area to the Sonoran Clubhouse and are prohibited in all spa, workout and other areas.
- vi. Members acknowledge that persons who utilize the Club's spa & fitness facilities 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 using the spa & fitness facilities or engaging in active or passive exercise and should consult with their physician before engaging in such activities. Members are responsible for ensuring and represent and warrant to the Club that they, their immediate family members and guests are in sufficient physical condition and are subject to no impairments that would preclude their safe use of the Club's spa & fitness facilities.
- vii. Members acknowledge that there are certain risks inherent in the use of the Club's spa & fitness facilities. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, failures of mechanized equipment, misuse of equipment and steam rooms, exposure to contaminants, overexertion and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks attendant and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

b. Lockers and Steam Room

- i. Lockers are provided without charge for daily use only. Unattended personal items left in lockers, on benches, on the floor or elsewhere in the locker rooms will be collected and stored at the spa & fitness desk for thirty (30) days. The Club is not responsible for lost or stolen items.

- ii. For lockers so equipped, locker keys may be signed out at the spa & fitness desk and returned to the desk before leaving the facility. The prevailing fee will be charged for lost keys.
  - iii. Children over the age of four (4) must use the locker room that is intended for their respective gender or should use the family locker room.
  - iv. 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.
- c. Weight Room and Fitness Area
- i. Only members and their guests age fourteen (14) and older are permitted in the weight room and in fitness classes. Children ages twelve (12) or thirteen (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.
  - ii. No food or beverage, other than water and sports drinks in a closed container, is permitted in the weight room or fitness classroom.
  - iii. Members and guests should wipe down equipment after each use. Towels are available at the spa & fitness desk.
  - iv. Members are expected to be considerate of others and should not drop weights or dumbbells, use chalk, neglect to replace weights after use or behave in a distracting manner to include making loud noises during physical exertion. Members should be mindful of others waiting to use the equipment and should limit their time on cardiovascular equipment to thirty (30) minutes. Only one piece of equipment may be occupied by an individual at one time.
  - v. Members may bring their own headset(s) for access to the cardio theater audio broadcasts of the televisions in the weight room. Personal audio devices without earphones are not allowed.
  - vi. Fees for special classes and/or events vary and will be charged to the member's account. Class size may be limited and members always receive priority placement.
- d. Dress Code
- i. Appropriate workout apparel is required for 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.
  - ii. Members are responsible for advising their guests of the dress code requirements so that they are properly attired.



- iii. The Club reserves the right to refuse use of the facility due to inappropriate dress or footwear.
- iv. Heavy perfumes and colognes or strong-smelling deodorants in the workout area should not be worn.

#### **4. Pools and Playground**

##### **a. Hours of Operation, Registration and General Provisions**

- i. The regular hours for the pool area of the Sonoran Clubhouse are as published in the Hours of Operation by the Club, seven (7) days a week throughout the year, except Christmas Day. Certain Club functions announced to the membership may alter hours of operation and/or restrict access to the pools or spas. The playground is open daily from 7:00 a.m. to dusk.
- ii. All members and their guests are required to register and complete a Registration, Release and Acknowledgment Form at the spa & fitness desk before using the pool facility or any equipment.
- iii. There is no lifeguard on duty at the pool or 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.
- iv. Children under the age of fourteen (14) may not use hot tubs unless accompanied by an adult at all times. Members are responsible for the supervision and safety of their children and guests who are present at pools and/or playgrounds.
- v. The adult pool and adjacent spa are reserved for members and guests age eighteen (18) and older.
- vi. The playground and toddler pool are reserved for parent-supervised play by children age ten (10) and under.
- viii. Members acknowledge that there are certain risks inherent in the use of the Club's swimming facilities. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, drowning, collision with hard surfaces, slippery surfaces, exposure to contaminants, inclement and/or hazardous weather conditions, overexertion and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

##### **b. Prohibited Activity In Pool Area**

- i. No glass, personal coolers or picnic baskets are allowed in the pool area.
  - ii. No smoking is permitted in the pool or at poolside.
  - iii. No running on the pool decks is permitted.
  - iv. No running or jumping into the pool or from the spa to the pool is permitted.
  - v. No excessive splashing in the pools or spa is permitted.
  - vi. No swimming in, or jumping from the fountain is permitted.
  - vii. No diving is permitted. Water is shallow.
  - viii. 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.
  - ix. 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. During routine maintenance, one (1) lane of the lap pool will be available to families.
  - x. Cell phone calls, and personal audio devices without use of earphones, are not permitted.
- c. Dress Code
- i. Proper swim attire is required. Cut-offs, thong swimsuits and other immodest or otherwise inappropriate attire are not allowed.
  - ii. Members are responsible for advising their guests of the dress code requirements so that they are properly attired.
  - iii. The Club reserves the right to deny access to anyone not appropriately dressed.

**5. Basketball, Pickleball, Golf Croquet, Boche Ball and Barbecue Area**

- a. Hours of operation are daily from 7:00 a.m. to sundown.
- b. Children under the age of fourteen (14) must be supervised by an adult.
- c. Pets are not permitted.

- d. Sport equipment may be signed out at the spa & fitness desk during regular facility hours. The cost of replacing lost or damaged equipment due to misuse by members will be billed to the member's account.
- e. The Barbecue is available on a first-come, first-serve basis. Members bringing food into the area may be charged for set-up and clean-up.
- f. Members acknowledge that there are certain risks inherent in the games of basketball pickleball, golf croquet and boche ball. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, being struck by or tripping over balls, collisions, uneven or slippery court surfaces, overexertion, inclement and/or hazardous weather conditions and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.
- g. Members acknowledge that there are certain risks inherent in the use of gas operated barbecue equipment. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, burns from contact with fire or heated metal, ruptured or otherwise compromised fuel tanks, explosions, contaminants on grill surfaces, inclement and/or hazardous weather conditions and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

## **6. Youth Center (YC)**

- a. Hours of operation are Monday through Saturday 8:00 a.m. to 4:00 p.m. with advanced reservations. On a day when there are no reservations, the YC is subject to closing early.
- b. Please phone the YC 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.
- c. The YC provides fun activities for young children of members and guests while they enjoy the use of the Sonoran Clubhouse facilities. The YC 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:
  - i. 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.

- ii. Parents must remain within the Desert Mountain gates while their children are at the YC.
- iii. Children from age three (3), who are potty-trained, and older, including young teenagers, are welcome.
- iv. Children who are ill will not be permitted to attend YC activities. Medication will not be administered with no exception.
- v. For the well-being of all children, it may be necessary to ask parents to pacify an unhappy child.
- vi. The YC coordinator reserves the right to deny access to the YC facilities.
- vii. YC visits are limited to five (5) hours in duration, unless additional time is requested and approved in advance of the visit. Reservations are required.
- viii. Hourly fees for YC are available on the Club website.
- ix. YC camps are for five (5) year-olds and older. Age exceptions may be made depending on camp attendance.
- x. Members acknowledge that there are certain risks inherent in the use of the YC. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, horseplay or other interactions, balls or other equipment used in activities, inclement and/or hazardous weather conditions and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

## **G. DOG PARK**

1. Hours of operation are 6:30 a.m. to 8:00 a.m. and 2:00 p.m. until sundown daily.
2. Dogs must be licensed and proof of vaccinations must be produced upon request by the Club.
3. Puppies younger than four (4) months old and female dogs in heat are prohibited from the dog park.
4. At no time are dogs allowed to be anywhere on the adjoining Cochise/Geronimo practice facility.
5. 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 his/her pet to the park.

6. 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 member, the dog owner and/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.
7. Handlers are responsible for picking up after their dogs and properly disposing of waste in receptacles marked for that purpose.
8. No individual treats or toys are to be brought to the park. Tennis balls and other dog park toys are available to share.
9. Unaccompanied children under the age of fourteen (14) are not allowed within the dog park.
10. Handlers must park their cars in the adjoining parking lot and must access the dog park by using the pedestrian bridge.
11. The Club assumes no responsibility for handlers or dogs. Members are legally and financially responsible for the actions of their dogs or the dogs of their immediate family members and guests. Members acknowledge that there are certain risks inherent in the use of the Dog Park. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, being bitten or attacked by dogs, interaction with dogs, inclement and/or hazardous weather conditions and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks

## **H. THE RANCH AND TRAILS AT DESERT MOUNTAIN**

### **1. Hours of Operation and Other Provisions**

- a. The Ranch and Trails are open from sunrise to sundown. Remaining on the trails outside of these hours is not recommended.
- b. The trails are owned and operated by the Desert Mountain Homeowners Association. As such, the Club does not have any responsibility or liability for the maintenance of the trails or any other condition on the trails.
- c. Members acknowledge that there are certain risks inherent in the use of the Ranch and Trails at Desert Mountain. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, interactions with wildlife, encountering adverse terrain or steep slopes, overexertion, inclement and/or

hazardous weather conditions and other unforeseen events. As set forth in Section, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the member and/or his/her immediate family members and guests arising out of such risks.

## **2. General Rules**

- a. Stay on designated and posted trails.
- b. No smoking, fireworks or open flames.
- c. Do not disturb wildlife or alter, deface, place or remove materials, including rocks, animals or vegetation.
- d. Put all litter in plastic bags and dispose of it in the trash cans located at the trailhead or at the designated campsite when camping overnight. If you pack it in, then pack it out.

## **3. Trail Safety and Etiquette**

- a. Members with limiting medical conditions should not exert themselves beyond their capabilities and should consult their physicians regarding their physical limitations or abilities prior to hiking or biking. If you have any questions regarding your physical limitations, please consult with a physician prior to using the trails.
- b. Bring ample water and a cell phone.
- c. Be aware of extreme heat. Limit activity to the cooler parts of the day as appropriate. Wear light colored clothing, a hat and sunscreen.
- d. Wear sturdy footwear.
- e. Use of trails when wet or muddy is discouraged.
- f. Tell a friend or family member where you are going and when you return.
- g. If you come into contact with a bobcat, mountain lion, javelina, rattlesnake or other wildlife while on the trails, do not approach it. Give it a wide berth and slowly back away to safety. For information on local wildlife, please visit the Desert Mountain website or contact Arizona Game and Fish Department.
- h. Be aware of the trail name and the posted trail markers in case of emergency.
- i. Be considerate of other trail users. Downhill traffic should yield to uphill traffic. Hikers should yield to bicyclists. Also, always travel at safe speeds.
- j. Sound travels in the desert environment, so please speak quietly.

#### **4. Horseback Riding**

- a. Scheduled and private horseback riding excursions and riding lessons at The Ranch are booked through Member Services or on the member website and are operated by Windwalker Expeditions.
- b. Members with limiting medical conditions should not exert themselves beyond their capabilities and should consult their physicians regarding their physical limitations or abilities prior to horseback riding. If you have any questions regarding your physical limitations, please consult with a physician prior to horseback riding.
- c. If children under nine (9) have not previously ridden a horse, it is recommended that they take a lesson prior to a horseback ride.
- d. Members must sign a release of liability waiver, which is available on the member website, prior to the ride.
- e. Members acknowledge that there are certain risks inherent in horseback riding activities. These risks include loss of or damage to property, personal injuries and death resulting from, among other things, being jostled or thrown, encountering adverse terrain or steep slopes, inclement and/or hazardous weather, interaction with wildlife and other unforeseen events. As set forth in Section J, each member acknowledges such risks, agrees that the Club shall have no liability arising therefrom, releases the Club from any and all such liability, assumes all such risks and agrees to defend, indemnify and hold the Club harmless for, from and against any claims by the Member and/or his/her immediate family members and guests arising out of such risks. These rights and defenses are in addition to, and not in lieu of, the Club's rights and defenses under Ariz. Rev. Stat. §12-553.

#### **5. Camping**

- a. Luxury camping at The Ranch is booked through H2R Expeditions LLC by completing the reservation request form on the member website or by calling Member Services.
- b. Members must sign a release of liability waiver available on the member website.

#### **6. Cell Phones**

Members should take their cell phones during hiking, horseback riding or while camping at The Ranch in case of emergency. However, please be aware that, although all current cell providers do receive a signal for connection, some areas may not always receive a consistent signal due to the terrain.

#### **7. Emergencies**

In case of emergency and if you have cell phone connectivity, call 911, then contact Desert Mountain Security at (480) 635-5630, and let them know what trail emergency

marker you are near so you can be located. The address of the trailhead is 45000 N. Chiricahua Pass Road, Scottsdale, Arizona 85262.

## **8. Household Pets on the Trails or at The Ranch**

Keep all pets on a leash with a maximum length of six feet to protect it, other hikers and wildlife. Also, bring plastic bags to pick up your pet's waste and dispose of the bags at the waste disposal station at the trailhead. Remember to bring extra water for your pet.

## **I. SOCIAL CLUBS**

### **1. Guest Policy**

We want our Club to offer a myriad of socializing opportunities that foster a positive life experience for our members. Currently, we have nearly 50 active social clubs and meetings occur daily in all facilities of our Club.

- a. As a private club, guests of members who attend social club activities must register, and a club use fee will be billed to the host member's account, see Schedule of Dues and Charges.
  - i. Please note that all social group participants must be a member of Desert Mountain Club or be a registered *and* accompanied guest of a member.
- b. The staff attendant hosting your group will present attendees with a sign-in sheet which will allow members and guests to sign in, and for guest fee billing to occur as a follow-up.
- c. Member participation in social clubs remains complimentary. This fee applies only to our guests.
- d. The fee is not a profit generator but will be put in place to cover some of the costs for guest use of valet, coffee, tea, cookies and room set up. The member who is hosting the guest will be billed a club use fee.

### **2. Cancellation Policy**

In addition, social club cancellation notices are now required 24 hours in advance in writing via email to [memberservices@desertmt.com](mailto:memberservices@desertmt.com). Space and refreshments can be reallocated and/or saved from waste with proper notice. If a cancellation notice is not received within 24 hours of the scheduled time, a charge will be billed to the social club leader's account, see Schedule of Dues and Charges.

## **J. INTERACTION WITH MEMBERS, EMPLOYEES AND THE CLUB**

In order to ensure the peaceful enjoyment of the Club, to protect the welfare of our employees and to achieve our vision of being one of the finest golf communities, it is critical that we have a common understanding of the behavior expected of all members at Desert Mountain. The Rules and Regulations set forth below provide guidelines to be followed in our interaction with other members, employees and the Club.



## **1. Membership Directory and Proprietary Information**

- a. The Club's Membership Directory was created for official communications from the Club and for the exclusive personal use and convenience of the members for non-business purposes. Any other use of the Membership Directory is prohibited.
- b. All names and addresses are to be treated as confidential and may not be used as a general mailing list, for any business or personal solicitations to all or a portion of the general membership for any reason by any member. Any electronic inputting, copying, scanning (or other forms of capturing), distribution or other dissemination of all or part of the Directory, or any business-related use, is prohibited. 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 members.
- c. 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, including, but not limited to, sharing member log-in information (i.e., user name and password) to the Club member-only website is prohibited.
- d. Inclusion of an individual's name in the Directory does not confer to that individual status as a member or a member's spouse or significant other, 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.
- e. 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 prohibited.
- f. 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.
- g. Professional photographers are not allowed to take pictures at the Club, including, but not limited to, the golf courses and all events. Authorized photos at weddings, events and private parties hosted by a member and photographs commissioned by Club Management for internal communications and external Club promotion are the exception.

## **2. Communications and Activity Damaging to Members, Employees and the Club**

- a. Members must not engage in or support email or other communications and activity that interfere with or disturb the peaceful enjoyment of the Club for other members, contribute to a hostile employee work environment or damage the reputation of the Club, its members or employees. In sending electronic communications, members should keep in mind that such communications are susceptible to rapid dissemination

far beyond the original scope of their audience, and should guard against any such activity that could in any way damage the Club, its members or employees.

- b. Originating, forwarding or distributing emails or other written or electronic materials to members or non-members that (1) include harmful gossip, erroneous, malicious, threatening, disparaging, disrespectful, offensive or non-constructive critical comments of the Club, its members or employees, (2) interfere with the performance of Club duties by employees, or (3) are otherwise damaging to the reputation of the Club, its members or employees is prohibited. Use of “blind” recipient electronic communications that refer to Club affairs and operations including Club Management, employees or the Board may violate the Rules and Regulations.
- c. It is in all of the members’ best interests to protect the reputation of the Club. Therefore, members who receive damaging email and other communications should not forward them to other members or non-members; rather, they are encouraged to share them with the Board or Management.
- d. Protection of members, guests and employees from inappropriate behavior is critical to everyone’s enjoyment of the Club. Engaging in rude, vulgar, threatening, harassing or otherwise offensive or inappropriate behavior that disturbs others, interferes with the planning or conduct of a Club activity or event, or disrupts the enjoyment of the Club by members and their guests is prohibited.
- e. The use of rude, vulgar, threatening, harassing, defamatory, ridiculing or otherwise offensive or inappropriate language (written or oral) or using similarly offensive or inappropriate gestures toward or in the presence of members, their immediate family members and guests or Club employees, is prohibited on Club property.
- f. These provisions will be broadly applied to avoid interfering with or disrupting the enjoyment of membership in, or use of, the Club by other members, their immediate family members and guests, during participation in a Club activity or event, or in situations (both on and off Club property) where such conduct is likely to create a hostile working environment or be damaging to the reputation of members or Desert Mountain.
- g. Actively financing, promoting or supporting individuals or groups who are perpetuating actions damaging to the Club or its members or employees is prohibited.

### **3. Constructive Feedback and Complaints**

- a. The Club welcomes constructive and professional comments and suggestions from its members regarding how to address a perceived problem, improve Club operations or enhance the member-experience at Desert Mountain. Members should work collaboratively with fellow members and Club employees to resolve disputes and concerns in a courteous and respectful manner.
- b. Members are encouraged to provide constructive feedback to the Chief Operating Officer/General Manager or Divisional Managers.

#### **4. Club Employees and Third-Party Relationships**

- a. Members should not threaten, disparage or reprimand an individual Club employee in any way to include verbal, written, by actions or attitudes, or by other means; rather, any concerns, complaints or performance-related issues should be brought directly to the attention of the Chief Operating Officer/General Manager, or the Board of Directors, if the Chief Operating Officer/General Manager is not available.
- b. Members should not attempt to direct, influence, manage or interfere with an employee's activities or encourage an employee to do anything that violates any Club rules or policies.
- c. Members should not interfere with, contact or attempt to influence by any means the Club service providers, vendors, or other entities doing business with the Club including, but not limited to, individuals or entities that provide any sort of service, whether professional or otherwise, or products to the Club.
- d. Members should not interfere with, contact or attempt to influence the Club's dealings with any entity having a material relationship with the Club including, but not limited to, the PGA, Golf Course Superintendents Association of America, or other golf organizations, club or course rating services, or national club organizations such as National Golf Foundation, National Club Association and Club Managers Association of America.
- e. In order to avoid potentially tarnishing the Club's reputation or brand or otherwise damaging the Club, members should not interfere with the Club's relationship or reputation with other clubs, realtors, news organizations, publications or other interested third-parties. Any interaction with such individuals or entities, relating in any way to the Club, should be coordinated through the Club.
- f. Members should not engage in inappropriate excessive relationship building with employees such that an employee might reasonably become uncomfortable in serving that member.

#### **5. Prohibition Against Harassment**

- a. Harassment, sexual or otherwise, of employees of the Club or other members or other users of the Club is not permitted and will not be tolerated.
- b. 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 that creates a hostile environment.

#### **6. Property Theft, Loss or Damage**

- a. The Club is not responsible for the loss or theft of or damage to personal property, including bicycles left in bike racks, golf clubs, clothing or other items.

- b. Damage to personal property of a member, immediate family 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 that the damage was caused by such employee or contractor.
- c. Failing to return, or otherwise committing theft of, Club owned or leased property is prohibited. Members are also responsible for reporting (and repairing if possible) damage caused by a member, or his/her immediate family members or guests to any property owned by the Club, or otherwise used by the Club in connection with its ongoing operations, or property of another member, guest, employee or vendor.
- d. Taking inappropriate or excessive quantities of Club-provided amenities from locker rooms or other Club facilities for personal use outside of such facilities is not permitted.

## **7. Financial Responsibility**

- a. Members must keep current with monthly Club membership dues and other fees and charges appearing on their accounts in accordance with the Club Bylaws.
- b. Falsely reporting as an account billing error, a charge legitimately posted to one's account, or making unauthorized charges against another member's or staff account is prohibited.
- c. Members shall not participate in membership sales and/or transfers that bypass or attempt to bypass Club policy.

## **K. ASSUMPTION OF RISK AND OBLIGATION TO RELEASE, DEFEND AND INDEMNIFY THE CLUB**

1. Each member (on behalf of himself/herself and his/her immediate family members and guests): (1) acknowledges that, as detailed herein, there are risks inherent in the use of the various Club facilities; (2) represents and warrants to the Club that the member and his/her immediate family members and guests obtaining access to the Club facilities are aware of these risks; (3) agrees that the Club shall not be liable or responsible for loss of or damage to property belonging to or injuries of any nature including death to the member, his/her immediate family members or guests as a result of their use of Club facilities; (4) assumes all risks of property loss or damage, personal injuries and/or death resulting from the use of the Club facilities by the member, his/her immediate family members and/or guests; and (5) releases the Club and each of its members, officers, directors, employees, agents, representative and affiliates from any claims or liability related to or arising from any injury, loss or damage to persons or property of the member and his/her family or guests that arise out of, relate to or are connected with their use of or presence on Club facilities, whether caused or alleged to be caused, in whole or in part by the fault (as defined in Ariz. Rev. Stat. §12-2506) of the Club, its members, officers, directors, employees, agents, representatives and affiliates, to the maximum extent permitted by law.

2. Each member agrees (on behalf of himself/herself and his/her immediate family and/or guests) to defend (through counsel selected by the Club), indemnify and hold the Club, its members, officers, directors, employees, agents, representative and affiliates harmless for, from and against any and all claims, demands, causes of action, liabilities, judgments, settlements, losses, costs, damages and/or expenses in law or equity, contract or tort of every kind or nature whatsoever that in any way arise out of, relate to, or are in connected with the use of or presence upon the Club facilities by member, his/her immediate family members and/or guests, whether caused or alleged to be caused, in whole or in part by the fault (as defined in Ariz. Rev. Stat. §12-2506) of the Club, its members, officers, directors, employees, agents, representatives and affiliates, to the maximum extent permitted by law.

#### **L. ELECTION PROCEDURES AND CAMPAIGN RULES AND REGULATIONS**

The Rules and Regulations governing the election of members to the Desert Mountain Board of Directors have been updated, effective November 2017, and are set forth in a separate document published on the Club member website and incorporated herein by reference.