



# **BERKELEY HALL RULES AND REGULATIONS**

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Summer 2010

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## **Berkeley Hall Club, Inc. Rules & Regulations**

Berkeley Hall Club, Inc. ("Club") will reflect the rich tradition of golf and provide an outstanding experience to its Members and their guests. These Rules and Regulations ("Rules") are designed to enhance the quality of the Club and the community. The Board of Directors ("Board") of Berkeley Hall Club, Inc. ("Club") reserves the right to modify or amend all or any Rules set forth herein or otherwise established without notice. These Rules apply in addition to the restrictions set forth in the Declaration of Covenants and Restrictions for Berkeley Hall and Provisions for Membership in Berkeley Hall Club, Inc. ("Covenants") and the By-Laws of Berkeley Hall Club, Inc. ("By-Laws"), as each may be amended from time to time.

### **1. General Rules**

- 1.1. Smoking is prohibited inside all Club facilities, including but not limited to, the Clubhouse, Spa & Fitness Center and Learning Center.
- 1.2. The Clubhouse will be open seven days a week, operating according to a seasonal Hours of Operation schedule, with the exception of Christmas day when the Club and all Club facilities will be closed.
- 1.3. Members of the Club or their guests shall not abuse any employee, either verbally or otherwise. All employees are under the ultimate supervision of the General Manager/COO and no Member or guest shall reprimand or discipline any employee or direct any employee off of Club property for any reason. A Member may not request personal services from an employee who is on duty. A Member or guest may not dismiss Club personnel from a work area on any pretext.
- 1.4. A Member shall not approach another Member or his/her guests with the intention of enforcing the Rules. Any violation of the Rules should be brought to the immediate attention of the General Manager/COO. Members who notice a violation after normal business hours should notify the Manager on Duty or Gatehouse Services.
- 1.5. Except as approved in writing by the Board, no commercial advertisements shall be posted or circulated in the Club nor shall solicitations be made within the community, neither on Club stationery, nor through access to the Club website. Further, usage of the Member Directory is not permitted for commercial, political, or financial solicitation.
- 1.6. All communications regarding Club-sponsored events shall be made through the Club with the approval of the General Manager/COO.
- 1.7. Pets are not allowed on the Clubhouse premises, golf courses, Learning Center, or at the Spa & Fitness Center. Dogs must be under owner's control when off

owner's property. Removal and proper disposal of pet waste before your pet leaves the immediate area is required. Any pet considered dangerous by Security will be reported to the proper authority, who will then determine if the pet should be removed from the community.

- 1.8. The use of cell phones is prohibited throughout the Clubhouse, Spa & Fitness Center, Learning Center and golf courses, unless in vibrate mode. Cell phone use is specifically permitted in the locker rooms. Members or guests who make or receive calls in any other areas of the Clubhouse or Spa & Fitness Center must step outside immediately.
- 1.9. Each Member shall be responsible for notifying the Club in writing of his or her mailing address (and any changes thereto) to which all notices and invoices are to be sent. The following address should be used for such notice:

General Manager/COO  
Berkeley Hall Club, Inc.  
366 Good Hope Road  
Bluffton S.C. 29909

E-mail: [concierge@berkeleyhallclub.com](mailto:concierge@berkeleyhallclub.com)

Fax: 843-815-8429

- 1.10. Members and guests are not permitted to park vehicles of any type, including golf carts, on the circle or under the porte-cocheres at the main entrance of the Clubhouse at any time. The General Manager/COO shall also enforce parking limitations in other common areas, including but not limited to streets in front of the Golf Cottages and in general parking areas. In inclement weather, drivers are requested to use the porte-cochere only as a drop-off location.
- 1.11. While on Club property, Members and guests are subject to all local and state laws governing operation of a vehicle, including, but are not limited to, legal driving age, proper licensing, rules of the road, and speed limit. The Club reserves the right to enforce driving restrictions that are more restrictive than state or local laws.
- 1.12. Children twelve (12) years of age and under must be accompanied or supervised by an adult while using any of the Club's amenities, unless otherwise specified in the Rules and Regulations.
- 1.13. Property owners, especially property owners whose property borders a golf course, must refrain from taking or allowing any action or behavior that distracts from the playing conditions or qualities of the golf course or affects golf course landscaping. Specific prohibitions preclude allowing pets on the golf course or permitting loud and continuous dog barking.

## **2. Membership**

### **2.1. Membership Charges**

- 2.1.1. When a Membership changes hands, dues and fees will be prorated for the first dues period from the closing date of the transaction in which the membership is acquired.
- 2.1.2. The Member's account shall be due and payable no later than thirty (30) days from the date of the monthly statement.

### **2.2. Membership Decals**

- 2.2.1. Membership car decals will be issued to Members. Car decals are not transferable and must be affixed to the car for which registration was submitted. Failure to do so may result in denial of entry into the Club premises.

### **2.3. Membership Correspondence**

- 2.3.1. Members should express their constructive comments concerning the management, service or operation of the Club, in writing, to the General Manager/COO. Errors in billing charges should be directed to the Accounting department.
- 2.3.2. All correspondence to the Club should be addressed to:

General Manager/COO  
Berkeley Hall Club, Inc.  
366 Good Hope Road  
Bluffton, S.C. 29909

E-mail: [concierge@berkeleyhallclub.com](mailto:concierge@berkeleyhallclub.com)

Fax: 843-815-8429

## **3. Non-Solicitation Policy**

- 3.1. The information in the Membership Directory shall not be released to any individual or organization without the express consent and permission of the GM/COO or the President.
- 3.2. The Clubhouse and Community property cannot be used for any purpose related to proprietary or political purposes, circulation of any document, political or commercial solicitation, offers, campaigning, petitioning, charitable drives and contributions, or surveying unless previously approved by the General Manager/COO.

- 3.3. Door-to-door vendors, salespersons, or solicitors of any kind are not permitted within the community of Berkeley Hall.
- 3.4. News media representatives, in their capacities as such, will not be admitted to the Club community or facilities without the knowledge and approval of the General Manager/COO.

#### **4. Loss or Destruction of Property or Instance of Personal Injury**

- 4.1. Each Member, as a condition of membership, and each guest, as a condition of invitation to the premises of the Club, assumes sole responsibility for his or her personal property. The Club shall not be responsible for any loss or damage to any personal property used or stored on Club property.
- 4.2. Any personal property left in or on the Club property for six or more months, without payment of storage, may be sold by the General Manager/COO, with or without notice, through a private or public sale or may otherwise be disposed of. The proceeds, if any, will be the sole property of the Club and shall be deposited in the Capital Reserve Fund account.
- 4.3. Property or furniture belonging to the Club shall not be moved by any Member from the room in which it is placed or from Club property without prior written authorization of the General Manager/COO.
- 4.4. A Member shall be liable for and shall indemnify and hold the Club, its directors, officers, employees, representatives and agents harmless from and against any claim for property damage and/or personal injury on Club property or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member, any guest of a Member, or any family member of a Member. The cost to repair any damage shall be charged to the Member's account.
- 4.5. A Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased, provided or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the premises, shall do so at his or her own risk. Each Member shall indemnify and hold the Club and its directors, officers, employees, representatives and agents harmless from and against all loss, cost, including attorney fees, claim, injury, damage or liability sustained or incurred by such Member, his or her family members, and any guest, employee, invitee or contractor of such Member arising out of or resulting from any act or omission of any director, officer, employee, representative or agent of the Club.

## 5. Dining

### 5.1. General Rules

- 5.1.1. Dinner reservations other than for the Tap Room are strongly suggested. Members are asked to assist in maintaining required service levels by making reservations for dining a minimum of twenty-four (24) hours in advance.
- 5.1.2. Reservations for dining or special events can be made by calling 843-815-8430 or 815-8494 between 10:30am and 7:00pm. For a reservation of twelve or more, a minimum of forty-eight (48) hours notice is requested.
- 5.1.3. Reservations may be made up to 30 days in advance. Members should confirm reservations 48 hours before the event start-time.
- 5.1.4. Reservations for special events or Holiday dining may be cancelled with no penalty 48 hours (or more) prior to the event start-time. If the reservation is cancelled between 24 and 48 hours of the event start-time, then 50% of the event price will be charged to the Member account. If the reservation is cancelled within 24 hours of the event start-time, 100% of the event price will be charged to the Member account. However, there will be no penalty if the cancelled reservation is replaced by the Club or by the Member who cancelled. The Club is not obligated to replace the reservation.
- 5.1.5. Special event and Holiday dining generally require the purchase of special food and beverage products and amenities, and, since last minute un-replaced cancellations place hardship on the Club, there must be firm enforcement of this Cancellation Policy.
- 5.1.6. For all Club functions held in the dining rooms, tables will be assigned on a first-call basis. Reservations are strongly recommended for most activities of the Club and are taken on a first-come, first-serve basis by pre-registering with the appropriate Club personnel.
- 5.1.7. If a Member and party are not ready to be seated within fifteen minutes of the reserved time, the reservation will be cancelled and the Member shall be given the next reservation. No reservations will be accepted for the Tap Room for either lunch or dinner. Seating in the Tap Room shall remain first-come, first-served.
- 5.1.8. An automatic 18% service charge will be added to all food and beverage sales. Any additional gratuity shall be at the discretion of the Member or Guest.



- 5.1.9. As needed, the General Manager/COO may modify the Reservations policy on a case-by-case basis.

## 5.2. Special Events

- 5.2.1. Members are encouraged to use Club amenities for private parties. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
- 5.2.2. Private functions are not permitted on Club property unless prior approval is obtained from the General Manager/COO. The Member sponsoring the private function shall be responsible for any damage; including damages caused by the installation of party decorations, and shall be responsible for the prompt removal of all party decorations.
- 5.2.3. No performances by entertainers will be permitted on the Club property without prior written approval of the General Manager/COO.
- 5.2.4. Decorations shall not be fastened or suspended from the walls, ceilings, lights, or other fixtures inside or outside of the Clubhouse or other buildings on Club property without the permission of the General Manager/COO.
- 5.2.5. All non-Members of the Club are required to have a sponsoring Member present at the event. The sponsoring Member shall be responsible for all unpaid charges and any damage incurred.
- 5.2.6. A 20% Service Charge will be added to all catered events at the Club.
- 5.2.7. For events exceeding \$5000, 75% of the total estimated bill must be paid prior to the event.
- 5.2.8. Unless specifically approved by the General Manager/COO, all services, decorations, entertainment, food and beverage for any catered event will be supplied by the Club.

## 5.3. Alcohol

- 5.3.1. The Club is committed to act responsibly in the sale and service of alcoholic beverages.
- 5.3.2. The Club will not serve alcoholic beverages to anyone under the age of twenty-one and reserves the right to request valid identification from any person.
- 5.3.3. No liquor shall be sold or served to any person who appears to be intoxicated.

- 5.3.4. Members and guests are not permitted to bring their own alcoholic beverages onto the golf course, into the Clubhouse, Learning Center, or Spa & Fitness Center, nor to a Club function or activity. Subject to a corkage fee, a Member may, however, bring his or her own bottle of wine to the Club if the same wine is not available at the Club.

## 6. Attire

- 6.1. It is expected that Members will adhere to the dress code in a manner befitting the surroundings and atmosphere provided in the setting of our Club. Members are responsible for advising their Guests of the Club's dress code.

The following is considered appropriate attire in the dining facilities and clubhouse:  
Definitions:

<u>Sportswear:</u>	Tennis or golf wear, Bermuda shorts, collared shirts, turtlenecks
<u>Club casual:</u>	Suits, sport coats, sweaters or sweater vests, dresses or pants for ladies, long pants for men
<u>Jeans:</u>	Exclusively, pants, shorts or skirts made of any color denim cloth
<u>Denim:</u>	Shirts or jackets made of denim cloth.
<u>Casual hats:</u>	Men's dress hats, cowboy hats, golf caps and hats, baseball-style caps, sun visors
<u>Dress hats:</u>	Ladies dress hats
<u>Exercise wear:</u>	Tee-shirts, cutoffs, tank tops, short-shorts, spandex, shorts
<u>Swimwear:</u>	Swimsuits, including towels, cover-ups and robes

	Hallways	Pro Shop	Mixed Grille *	Tap Room	Veranda	Locker Rooms	Berkeley Room *	Tuscany Wine *	Spa & Fitness Center
<u>Sportswear</u>	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
<u>Club Casual</u>	Yes	Yes	Yes	Yes	Yes	Yes	Yes **	Yes	Yes
<u>Jeans</u> ****	No	No	No	No	No	Yes ***	No	No	Yes***
<u>Denim</u>	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
<u>Casual hats</u>	Yes	Yes	No	No	Yes	Yes	No	No	Yes
<u>Dress hats</u>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<u>Exercise wear</u>	Yes	No	No	No	No	Yes	No	No	Yes
<u>Swimwear</u>	No	No	No	No	No	No	No	No	Yes*** **

\* Dress code is flexible for private parties, with approval of the General Manager/COO or Clubhouse Manager.

- \*\* Jackets required for gentlemen
- \*\*\* Use Locker Room or Spa & Fitness Center to change into desired clothing, if necessary
- \*\*\*\* No food & beverage service if in jeans
- \*\*\*\*\* Locker and pool area only.

- 6.2. This dress code is applicable to all persons, age 10 or older.
- 6.3. Inappropriately dressed Members and guests will be asked to change and may, at the discretion of Club personnel, be refused service.
- 6.4. The General Manager/COO, at his discretion, may modify the dress standards for special activities or functions.

## **7. Gatehouse Services**

- 7.1. The Club provides twenty-four (24) hour gated security and patrol for all areas of the Club.
- 7.2. Security officers are licensed by S.L.E.D. (South Carolina Law Enforcement Division), and are trained on property by the Chief of Security and a certified S.L.E.D. trainer to provide Members with a safe and secure living environment. They are responsive to Member's needs and maintain keen observation of the property. The Security officers do not carry firearms, are instructed not to place themselves in personal danger and are to use the resources of the Beaufort County Sheriff's Department in dangerous or potentially harmful situations.
- 7.3. Guests of Members must have a community pass (available at the Main Gate) for entry. Sponsoring Members may request guest passes by e-mailing or calling in guest lists to the Gatehouse Services. For e-mailing, [guards@berkeleyhallclub.com](mailto:guards@berkeleyhallclub.com) should be used; and requests by phone should be to 843-815-8451.
- 7.4. A resident who will be away from his/her home for an extended period of time may obtain an Absence Form at the Main Gate. This provides the Club with contact information, caretaker information, and reasonable special requests. Special requests shall be acknowledged in writing by the Director of Gatehouse Security.

## **8. Guests**

### **8.1. General Rules**

- 8.1.1. Berkeley Hall welcomes and encourages Members to invite guests to experience the amenities and facilities of the Club. However, if a guest of a member has previously conducted himself/herself in a manner detrimental to the interests of the Club or its Members, the General Manager/COO may refuse such guest entry to the Clubhouse, Golf Courses, Learning Center or Spa & Fitness Center. If such a

determination is made the General Manager/COO will so inform the Member.

- 8.1.2. Guest charges for any services will be charged against the sponsoring Member's account unless, upon prior written approval of the General Manager/COO, a guest has been issued temporary charge privileges upon presentation of a valid credit card. Regardless, all charges unpaid within 30 days will be charged against the sponsoring Member's account.
- 8.1.3. All guests must adhere to the Rules, By-Laws, Covenants and any other guidelines set forth by the Club. The sponsoring Member is responsible for the conduct of a guest and shall ultimately be responsible for all charges incurred by the guest while using the Club. If the manner, conduct, or dress of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the General Manager/COO, cause the guest to surrender guest privileges and leave the Club.

## 8.2. Day Guests

- 8.2.1. A "Day Guest" is defined as an accompanied or unaccompanied guest who uses the Club's amenities for the day.
- 8.2.2. A Day Guest's use of any of the amenities, except the dining facilities, will be limited to a maximum of twelve days per membership year. A Day Guest's attendance or participation in sponsored Member-Guest events or tournaments will not be considered in determining the maximum number of days a person is permitted to use the facilities as a Day Guest.
- 8.2.3. Day Guests are permitted to use the Club's amenities unaccompanied by the Member in accordance with these Rules.
- 8.2.4. A Day Guest using the amenities must be registered in advance with the General Manager/COO by the sponsoring Member. The Club reserves the right to require identification of each guest. Day Guests may be charged guest fees for use of the amenities as determined by the General Manager/COO from time to time.

## 8.3. House Guests

- 8.3.1. A "House Guest" is defined as a guest who is temporarily residing in a Member's residence.
- 8.3.2. House Guests must be registered by the sponsoring Member prior to the arrival of the guest and will receive a "House Guest" pass from

Gatehouse Services. This pass will be valid for two weeks maximum and may be renewed if necessary.

- 8.3.3. House Guests are permitted to use the amenities unaccompanied by the sponsoring Member in accordance with the Rules.
- 8.3.4. The Club reserves the right to require identification from a House Guest from time to time. House Guests may be charged guest fees for use of the amenities as determined by the General Manager/COO from time to time.
- 8.3.5. House Guest privileges may be limited, from time to time, at the discretion of the General Manager/COO.

#### 8.4. Cottage Guests

- 8.4.1. A “Cottage Guest” is defined as a non-Member guest who is temporarily residing in a rental golf cottage within the Club.
- 8.4.2. Cottage Guests must be sponsored by a Member to stay in the rental cottages. Under certain circumstances, permission to stay in a rental cottage may be granted to non-sponsored guests at the discretion of the General Manager/COO.
- 8.4.3. Cottage Guests are permitted to use the amenities unaccompanied by the Member in accordance with these Rules and Regulations.

### **9. Delinquent Accounts**

- 9.1. Statements are mailed on the 1<sup>st</sup> of the month for charges and member assessments incurred in the prior month and are due upon receipt but no later than the first day of the following month in order to avoid being past due.

Example – February charges billed to members on a statement dated February 28<sup>th</sup> are mailed on March 1<sup>st</sup> and are due upon receipt but must be paid by April 1<sup>st</sup> to avoid being past due. On April 2<sup>nd</sup>, these charges become past due and will trigger the beginning of the process outlined in this policy.

- 9.2. Interest will be charged at a rate of 1 ½% per month on all unpaid balances carried forward from the previous month end. This charge is computed and assessed automatically by the accounting system.
- 9.3. Within 10 days of the first statement indicating a past due amount the Club will send the delinquent member a letter advising:
  - The account is past due and should be immediately brought current.
  - Interest has been assessed at 18% per annum.
  - The Member should contact the Accounts Receivable office at 843-815-8414 within 30 days of the statement date to dispute any charges.

- 9.4. Within 10 days after mailing of the first letter, the Member will receive a 2<sup>nd</sup> letter to reaffirm the first letter and also advising:
- Membership privileges will be suspended if the account becomes 30 days past due.
  - The account will be included in a list of “Delinquent Member” accounts to be posted within the Clubhouse if the account reaches 30 days past due.
  - The account will be charged administrative and legal fees in the amount of \$750 if the account becomes 30 days past due.
- 9.5. Concurrent with the next statement, the Club will send a final letter advising the Member that:
- The account remains past due. Assessments and interest continue to accrue.
  - The following actions are effective:
    1. All Berkeley Hall member privileges (including use of all amenities) have been suspended for the Member and his/her family.
    2. The account has been included in a list of “Delinquent Member” accounts posted within the Clubhouse.
    3. The Member’s account has been charged \$750 representing administrative and legal fees to file the required documents.
    4. The Member’s account has been forwarded to the Club’s attorney for collection. If the Member is a property owner, a lien will be placed on the property. If the Member is a non-property owner, a personal judgment will be filed.
    5. All legal remedies available to the Club will be instituted.
    6. All administrative and legal fees as well as other costs related to the collection of delinquent accounts will be charged to the Member’s account.
- 9.6. If a property owner’s account becomes 120 days past due, the Club will begin foreclosure proceedings on said property in accordance with the Covenants and By-Laws. In the case of Non-Property owners, if the delinquency is not cured as called for in the above paragraphs, the Club will seek all legal remedies available.
- 9.7. Notwithstanding the foregoing and within the parameters set by the Board of Directors, the General Manager/COO may, at his or her discretion, negotiate alternative collection arrangements with members whose accounts are delinquent. Such arrangements must, in the opinion of the General Manager/COO, be financially prudent and ensure that the Club and members in good standing are not disadvantaged.

## **10. Golf Rules and Regulations**

### 10.1. General Rules

- 10.1.1. All Members desiring to play golf (“Players”) must register either in the Golf Shop or using computerized tee-time software. Members with Guests should register with Golf Shop before beginning play.
- 10.1.2. All Players must begin play on the first hole. Starting play on the 10<sup>th</sup> Hole may be permitted only with prior consent of the professional staff.
- 10.1.3. Players who cease play after any hole for any reason may not delay the following group and must allow them to play through in order to maintain the pace of play.
- 10.1.4. All organized tournament play must be approved in advance by the Director of Golf.
- 10.1.5. Appropriate golf attire is required for all Players. If in doubt as to appropriate attire, players should check with the Golf Shop staff.
  - 10.1.5.1. Men: Shirts with collars, turtlenecks or mock collars and sleeves must be worn at all times. Slacks or golf shorts must be worn. No cargo shorts, tank tops, T-Shirts, cut-offs, denim pants, denim shorts, sweat pants, bathing suits, or other athletic shorts are permitted. Hats must be worn with bill facing forward. Shirts must be tucked in at all times.
  - 10.1.5.2. Women: Dresses, skirts, shorts, slacks, golf shorts and blouses must be worn. No halter tops, T-Shirts, bathing suits, sweat pants, cut-offs, denim pants, denim shorts, athletic shorts, denim skirts, or short shorts are permitted.
  - 10.1.5.3. Shoes: Acceptable shoes must be worn at all times. Large rubber spikes, metal spikes, and/or field shoes are not permitted. Acceptable spikes are available through the Locker Room.
- 10.1.6. “Course Closed” and “Hole Closed” signs are to be adhered to without exception.
- 10.1.7. Players assume all risk and danger incidental to the game of golf, including being struck by errant or misdirected golf balls, and releases the Club and all employees and agents thereof from any and all liabilities resulting from such causes.

- 10.1.8. If a Member believes they have damaged property adjacent to the golf course (i.e. broken window), the member will bring the damage to attention of the property owner, golf staff, and/or General Manager/COO.
- 10.1.9. The USGA Rules of Golf will govern all play, except when modified by a local rule.
- 10.1.10. Players should be observant of anthills, insects, alligators and other animals and naturally occurring hazards which may be harmful or cause injury to Players. In equity (USGA Rule 1-4), the Player is permitted, without penalty, to drop a ball at the nearest spot no nearer to the hole which is away from the dangers. All Players acknowledge and agree that the Club accepts no liability for such occurrences including injuries related to any type of wildlife.
- 10.1.11. The Club reserves the right to modify all of the rules due to special circumstances.
- 10.1.12. Personal coolers are not permitted on the golf course unless in the form of an approved accessory on a Club approved private cart for which a trail fee has been paid.
- 10.1.13. Tipping of cart and bag attendants, valets and parking and locker attendants is encouraged. The gratuity shall be at the discretion of the Member or Guest according to services rendered.
- 10.1.14. In addition to a caddie fee, a gratuity should be given at the discretion of the Member or Guest according to services rendered or as recommended by the Caddie Master.
- 10.1.15. Children under sixteen (16) years of age are not permitted on the golf course without adult supervision prior to completion of the Junior Golf Certification Program and are expected to act in accordance with the rules and regulations.
- 10.1.16. There is no charge for shoe service at the Club; however, tipping for shoe service is encouraged. The gratuity shall be at the discretion of the Member or Guest according to services rendered. Street or dress shoes left outside lockers will be shined by the Locker Room staff. Golf shoes will be handled in the same manner. The Locker Room staff will replace spikes as deemed necessary. Locker Room attendants are responsible for maintaining an organized and clean locker room and will provide assistance to Members and Guests.
- 10.1.17. Permanent and day lockers are available upon request. Members and Guests shall use the Locker Rooms to avoid changing shoes in the parking lot.



## 10.2. Starting Times

- 10.2.1. All Players are encouraged to have a starting time and the names of all Players are required at that time to ensure proper service. Starting times can be made by using computerized tee-time software or calling the Golf Shop during the hours designated by the Club. All changes to player names and starting times must be recorded with the Golf Shop.
- 10.2.2. Twosomes and singles may be grouped during peak golfing times. Starting personnel will make every effort to make up foursomes. Singles and twosomes shall have no prioritized pace of play.
- 10.2.3. Fivesomes may be permitted with prior approval of the Director of Golf and must observe the appropriate courses pace of play.
- 10.2.4. Players shall notify the golf staff of any cancellations as soon as possible to avoid no-show/cancellation fees. Players who do not notify the golf staff in advance of a cancellation will be charged a per person “no-show” fee as determined from time to time.
- 10.2.5. During the months when frost is possible and may delay the opening of the practice facility and courses, the Club will use the following policy as to tee times:
  - 10.2.5.1. On days that are affected by frost, the Club will establish and post a reopening time that will allow the resetting of tee times that were affected by the frost.
  - 10.2.5.2. All times that fall before the official reopening time will be reassigned the first available time based on their morning tee time.
  - 10.2.5.3. All tee times that fall after the official reopening time will not be affected.
- 10.2.6. Tee times each day will be reserved from 8am to 10am for Members only (excludes any guest) on one course per day. This rule does not apply if only one course is open.
- 10.2.7. A maximum of four starting times per day per course may be designated for unaccompanied Guest play. Real estate Guests without a member present in the group will be designated as unaccompanied Guest play. All unaccompanied Guest foursomes are required to utilize a caddie unless this requirement is waived by the GM/COO or the Director of Golf.
- 10.2.8. Members are permitted to make tee times up to 30 days in advance.
- 10.2.9. A “Designated Group” is defined as a Member and 8 or more Guests.

- 10.2.9.1. Designated groups may request tee times up to 90 days in advance.
- 10.2.9.2. Designated Groups must be approved by the Director of Golf prior to booking tee times.
- 10.2.9.3. Members may have only one Designated Group on the tee sheet at a time. Designated Groups are not counted as one of the four permitted personal tee times.
- 10.2.10. Each Member is permitted to have up to four personal tee times on the tee sheets at one time. Exceptions may be authorized by the Director of Golf and/or General Manager/COO.

### 10.3. Golf Guests

- 10.3.1. Guests of Members will be entitled to use the golf course upon the payment of Guest fees and may be restricted during peak periods upon discretion of the Director of Golf.
- 10.3.2. Guest charges may be billed to the sponsoring Member's account or may be paid by credit card.
- 10.3.3. A Member may sponsor up to eleven accompanied Guests to play golf per day, however the Director of Golf reserves the right to limit Guest privileges to three accompanied Guests per Member during busy times. Exceptions to this Rule may be considered on a case-by-case basis by the Director of Golf or the General Manager/COO.
- 10.3.4. The sponsoring Member is ultimately responsible for the conduct and charges of his or her Guests. If the manner, deportment, or appearance of any Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the General Manager/COO or Director of Golf, cause such Guest to leave.

### 10.4. Inclement/ Dangerous Weather Policy

- 10.4.1. When inclement/dangerous weather moves into the area, players are advised to take precautions and seek shelter since lightning strikes can be fatal or result in serious injury. If a Player thinks there could be lightning in the area, he or she must leave the golf course or practice facility and seek appropriate shelter immediately. The Player should not wait for a siren or a staff member for instructions. Players may not be able to hear the siren and the staff may not be able to warn all Players. Players are responsible for their own safety. No Player shall return to the golf course or practice facility until the "all clear" siren has sounded.

- 10.4.2. The only time a credit due to inclement or dangerous weather will be afforded to a Member or Guest is when Management closes the golf course due to unplayable conditions and/or dangerous/inclement weather moves into the area. Unpleasant conditions (i.e. rain, cold, wind, heat) do not create unplayable conditions (i.e. lightning in the area, unplayable course conditions, or the risk of personal injury).
- 10.4.3. Credit will only be issued on the day of play and it is the sole responsibility of the Player to request the credit, according to the following policy:
  - 10.4.3.1. If the Player plays less than five (5) holes, an 18-hole credit is given.
  - 10.4.3.2. If the Player plays less than thirteen (13) holes, a 9-hole credit is given.
  - 10.4.3.3. If the Player plays thirteen (13) holes or more, no credit is given.

#### 10.5. Golf Carts

- 10.5.1. The following carts are approved for use on the golf courses:
  - 10.5.1.1. Club provided motorized carts capable of carrying a driver, passenger and their golf equipment and Private Residential Carts as defined below.
  - 10.5.1.2. Club provided motorized walk carts and non-motorized walk carts.
  - 10.5.1.3. Accessible Golf Carts designed to permit players with permanent physical limitations to enjoy the game without leaving the cart. The General Manager/COO must approve a player's use of an Accessible Golf Cart as well as the type and design of such carts prior to their being used on the courses.
  - 10.5.1.4. The term "cart" as used below shall refer to a motorized cart intended for carrying golfers unless it is used in the context of a "walk cart".
- 10.5.2. Certain golf carts have been designated for the Golf Learning Center only which may not be used on the golf course or in locations other than the Learning Center area, and may only be operated by a licensed driver.
- 10.5.3. Operation of a golf cart is at the risk of the operator. Members and guests are required to return Club provided carts and walk carts to the

staging area upon completion of play. Anyone leaving a Club provided cart or walk cart unattended in any other area of Club property will be held personally responsible for any loss or damage to the cart.

- 10.5.4. Walk carts are restricted from crossing teeing areas and greens and must stay more than five (5) yards outside the circumference of the green and bunker complex on each hole.
- 10.5.5. Club provided carts and walk carts shall not be used by a Member or guest without proper assignment and registration in the Golf Shop. Carts may only be operated by licensed drivers.
- 10.5.6. No more than two (2) people per cart are permitted unless approved by the Director of Golf.
- 10.5.7. Golf cart operators shall obey all Department of Transportation cart rules and club traffic signs.
- 10.5.8. Cost to repair a cart or walk cart provided by the Club and damaged by a Member will be charged to said Member, or in the case of a guest, to the sponsoring Member.
- 10.5.9. Use of carts on the golf courses shall be as follows:
  - 10.5.9.1. When “90 Degree Rule” or “Unrestricted” signs are posted the following general rules apply.
    - a) Carts must remain on paths at all times on par three holes.
    - b) Carts must remain on paths at all teeing areas.
    - c) Carts must return to paths in accordance with all signage at greens.
    - d) In the absence of any signage, carts must be kept at least 30 yards from all greens.
    - e) Carts operating off the paths must remain in the fairways and avoid the rough whenever possible.
  - 10.5.9.2. When the “Cart Path Only” sign is posted the use of golf carts off the designated paths is strictly prohibited with NO EXCEPTIONS.
  - 10.5.9.3. Accessible Golf Cart use is permitted everywhere on the courses (including tees and greens) except in bunkers.

However, use of Accessible Golf Carts is prohibited when the “Cart Path Only” sign is posted.

- 10.5.9.4. Concessions to the general rules when “90 Degree Rule” or “Unrestricted” signs are posted may be made for Players that have special physical requirements but are not using an Accessible Golf Cart. Authorization for such concessions shall be granted by the Director of Golf or the Golf Course Superintendent at their discretion, but shall not apply during “Cart Path Only” conditions. A handicap flag will identify Player’s carts that have been granted concessions. Notwithstanding any concessions granted the following rules shall apply:

- a) Carts must remain on the paths at all teeing grounds.
- b) Carts must be kept at least 20 yards from all greens.
- c) When the “90 Degree Rule” sign is posted, carts may run unrestricted, but must remain on the fairway when possible.

#### 10.6. Private Residential Golf Carts

- 10.6.1. Private residential golf carts purchased under the guidelines of the Residential Golf Cart Program are subject to an annual trail fee or the customary charges established by the Golf Shop for daily cart usage. The guidelines and the approved list of golf cart accessories are available through the Golf Shop.
- 10.6.2. Since the Clubhouse is not available for private golf cart storage, all private residential golf carts must be stored in a resident’s garage outside of public view.

#### 10.7. Cart Ride Share Program

- 10.7.1. Berkeley Hall enforces a Cart Ride Share Program in an effort to maintain the golf courses. The Club mandates that there should be two golfers per cart and two carts per foursome. This rule will also apply during cart-path only days due to inclement weather conditions. The Director of Golf or Head Golf Professional have the discretion to waive this rule for special circumstances only.

#### 10.8. Handicaps

- 10.8.1. Handicaps are computed under the supervision of the Director of Golf and Handicap Committee in accordance with current USGA recommendations.

- 10.8.2. Accurate records are to be kept of scores and posted to the handicap computer after all rounds played. If violations occur, the Director of Golf and Handicap Committee will assign to the Player a penalty score and may continue to do so as long as these violations occur.
- 10.8.3. In order to participate in competitions at the Club, Members must have a current USGA Handicap Index issued by the Club.

#### 10.9. Golf Course Etiquette

- 10.9.1. The USGA Rules of Etiquette as stated in the First Section of the USGA Rule Book are endorsed by the Club, and are expected to be adhered to by all Players.
- 10.9.2. Players should insure a pleasant experience for fellow golfers by observing the following guidelines.
  - 10.9.2.1. Each Player in a group is to keep pace with the group ahead. If a group falls one (1) complete hole behind the group ahead, the lagging group is required to allow the group following to play through. If the group continues to lag one (1) complete hole behind, that group will be required to skip a hole to keep up with the group ahead. It is each group's responsibility to be observant of its position on the golf course and keep its pace. Club staff has the authority to keep play moving at an acceptable pace and to enforce all rules for the enjoyment of all Players. Repeated violations of slow play guidelines will result in a written notification of restrictive playing privileges. The Club's USGA pace of play rating has been set at 3 hours and 58 minutes for both courses.
  - 10.9.2.2. When approaching a green, Players should return to the cart path and drive the golf cart to the rear or side of the green, and then park the golf cart on the most direct path of the next tee. Players should never leave golf carts in front of the green such that retrieval of the cart would force following Players to wait for the green area to clear.
  - 10.9.2.3. When a hole is completed, Players should leave the green promptly and proceed to the next tee without delay. Players should record scores for the previous hole while the other Players in that group are playing from the next tee.
  - 10.9.2.4. Repair ball marks on the green.
  - 10.9.2.5. Fill in all divots through the green.

- 10.9.2.6. Carefully rake sand bunkers after use. Rakes must be returned to their assigned position (which is normally marked with a blue line) with tines facing upward. Enter and exit the bunkers at their lowest elevation.

#### 10.10. Learning Center & Practice Areas

- 10.10.1. Proper etiquette and golf attire must be used at the practice facility in accordance with the golf rules and regulations.
- 10.10.2. Children twelve (12) and under must be supervised by an adult when using the Learning Center and practice areas.
- 10.10.3. The Fazio Lounge operates on an “honor system.” Members must indicate their name and Member number on the sheet provided upon taking beverages.
- 10.10.4. Practice balls are not to be removed from the practice areas and may not be used on the golf course.
- 10.10.5. Use of personal practice balls is not permitted unless approved by the Director of Golf.
- 10.10.6. Practice balls must be hit from designated areas only.
- 10.10.7. Players should be aware of other golfers when using the short game area.
- 10.10.8. The instructor’s bay is reserved for instructional use only and may only be used by a Member upon approval of the Director of Instruction.

### **11. Dock Policy and Rules**

#### 11.1. General Rules

- 11.1.1. The Community Dock facilities (“Dock”) are the property of the Club and are intended for the recreational use of Members and their guests. Boat docking spaces may be assigned, as available, for the berthing of boats owned by Members. No commercial boats or commercial operations such as charter or for-hire fishing are permitted except as sponsored by the Club. All recreational use of the facilities is governed by the Rules, Covenants and By-Laws.
- 11.1.2. Power at the Dock is available on an intermittent basis for maintenance and low current safety requirements, such as bilge pumps, battery charges on a continuous basis for alarm systems. Wiring limitations do not permit the use of high current draw equipment such as air conditioners and electric space heaters. Extension cords may be issued

for normal routine maintenance and upkeep, however, such cords must be removed when work is completed and must not be left unattended or overnight. The Club reserves the right to remove any offending power cords not previously authorized in writing by the General Manager/COO.

- 11.1.3. Because of the relative narrowness of the dock floats, and for reasons of safety and appearance, the Dock must be kept free of all paraphernalia not associated with securing of boats.
- 11.1.4. Dock boxes are not allowed.
- 11.1.5. Water hoses shall be neatly coiled around the spigot.
- 11.1.6. A fish cleaning station is provided. Users must keep it neat and tidy.
- 11.1.7. No spiked golf shoes are allowed on the dock, ramp or landing.
- 11.1.8. Decks of all vessels moored at the Dock shall be kept free of debris, bottles, papers, trash, and unsightly materials at all times, including the hanging of laundry or items of a personal or unsightly nature.
- 11.1.9. Refuse must not be thrown overboard. In addition, no person shall discharge sewage, wastewater, fuel, oil, or any similar material into the water.
- 11.1.10. Noise shall be kept at a minimum at all times so as not to create a nuisance or disturbance in the Dock area.
- 11.1.11. Vessels must adhere to all speed and wake regulations when operating within the Dock area and its adjoining waters.
- 11.1.12. Children are the sole responsibility of their parents or guardians and must be fully supervised. Parents or guardians are responsible for ensuring that children under their care follow the Rules and any other guidelines set forth by the Club. Applicable rules and regulations by government agencies applicable to children, including use of personal flotation devices, must be complied with at all times.
- 11.1.13. Pets are not permitted on the Dock.
- 11.1.14. No swimming or diving is permitted from the Dock.
- 11.1.15. Members are responsible for informing guests of the Dock policies and rules.

## 11.2. Dock Spaces



- 11.2.1. Dock space will be assigned only to Members and their guests. Dock spaces may be reserved on a space-available basis for future use not more than thirty (30) days in advance. Dock space is not guaranteed. If a suitable space is not available, an owner requesting a space will be placed on a waiting list for the first available and suitable space. Dock space reservations are made, in writing, through Concierge Services.
- 11.2.2. As a general rule, no boat over 40 feet in length shall be permitted in the Dock except as required to pick up or drop off Members or guests.
- 11.2.3. Dock space may be denied based solely upon the length of the boat, based on the total space available at the Dock. This determination will be made at the sole discretion of the General Manager/COO.
- 11.2.4. In most instances, reservations for Dock space will be limited to a maximum of one week within any 30-day period. If more than one week is approved in writing by the General Manager/COO, the Member will remove the boat upon forty-eight (48) hours notice if requested to do so.
- 11.2.5. The vessel and its engine (if any) must be in good operational and physical condition, capable of self-propulsion and maneuvering. If requested, the owner must be able to demonstrate the mobility of the vessel. Vessels must also be maintained with due regard for fire and safety hazards, and owners will be responsible for pumping their vessels when needed. If a vessel sinks in the Dock area, the owner must remove it promptly without cost, expense, or damage to the Dock or Club. If the boat is not removed promptly, the Club will remove the boat and all costs of removal and storage shall be the responsibility of the Member who obtained the dock space. In such event, and as a condition of use of the Dock, the Member and the owner/operator of the vessel agree to hold the Club, employees, directors and officers harmless for any claims or damages as a result of such removal.
- 11.2.6. Dock spaces will be assigned as space is available and only after the Member has provided satisfactory evidence of ownership, insurance, registration, and maintenance to the General Manager/COO. Dock space is not guaranteed, as there are only a limited number of spaces available. The use of Dock space is at the sole risk of the Member. Neither the Club, nor its officers, directors, partners, agents, employees, or Members shall be liable for the care and protection of the boat, its appurtenances or contents. The Club does not warrant the condition of the pilings, floats, walks, ramps, gangways, mooring gear, and the electrical and water utilities. Each Member and each owner or operator of a vessel using the Dock or channels adjacent to the Dock assumes all risk of loss or damage to such vessel. The Club shall not be responsible for injuries to persons or damage to Club Dock property or liability resulting from any act or omission by the Member obtaining

the dock space, or by his or her agents, employees, invitees or licensees.

- 11.2.7. All Members and guests must sign a waiver and Hold Harmless (available in the Gatehouse and/or Front Desk) before docking boat at the Dock.

### 11.3. Emergency and Storm Precautions

- 11.3.1. The Club reserves the right to move boats to other Dock spaces or to a mooring in cases where damage to the Dock or pilings may occur. Every effort will be made to contact the Member who obtained the dock space to do this, if time permits.
- 11.3.2. The owner is responsible for the proper mooring of his or her boats and is required to keep all mooring lines in good condition.
- 11.3.3. In cases of hurricanes or tropical storms, all boats must be removed from the Dock to prevent damage to the Dock and to the boat since wave action and wind acting on the boat place tremendous stress on the Dock and pilings.
- 11.3.4. Under storm conditions, a designated agent of the Member or the boat owner may enter the Club in order to move a boat to a safe haven. Boat owners who will be away from the Club, or absentee boat owners, should designate an agent in writing to the General Manager/COO.

## **12. River Park & Nature Trails**

### 12.1. General Rules

- 12.1.1. Fires are permitted only in the designated River Park pit area and must not be left unattended. The General Manager/COO must be notified prior to building any fires and all fires must be completely extinguished prior to leaving the River Park.
- 12.1.2. All food & beverage consumed at the River Park must be provided by the Club. A twenty-four (24) hour advanced notice is required for special catering arrangements.
- 12.1.3. South Carolina fishing, crabbing and net casting ordinances must be adhered to; personal licenses may be required.
- 12.1.4. No swimming is allowed.
- 12.1.5. Wildlife should not be disturbed, nor should plants be picked, damaged, or removed from the River Park or Nature Areas.

- 12.1.6. Glass bottles and containers are not permitted in the River Park area.
- 12.1.7. All trash must be placed in the proper receptacles upon leaving the River Park area. No trash, food, or beverage should be disposed of in the water.
- 12.1.8. For the enjoyment of others, pets are not permitted in the River Park during Club-sponsored events.

#### 12.2. Kayaks

- 12.2.1. The Club accepts NO responsibility for the use of the kayaks. ALL risk of the kayaks is assumed by the kayak user. All Members and guests must sign a waiver (available in the Gatehouse and/or Front Desk) before using the kayaks.
- 12.2.2. Children under the age of sixteen (16) must be accompanied by a parent or adult guardian when using kayaks.
- 12.2.3. Personal flotation devices must be worn at all times while using the kayaks.
- 12.2.4. All equipment, including kayaks, oars, flotation devices, etc. must be returned to their proper location upon leaving the River Park.

#### 12.3. Pontoon Boat

- 12.3.1. Individual use of the Pontoon Boat by Members and/or guests is NOT permitted.
- 12.3.2. All Pontoon Boat use must be arranged through the Club Concierge.
- 12.3.3. The Club accepts NO responsibility for any use of the Pontoon Boat.
- 12.3.4. Children under the age of sixteen (16) must be accompanied by a parent or adult guardian while aboard the Pontoon Boat.

### **13. Spa & Fitness Center Rules**

#### 13.1. General Fitness Rules

- 13.1.1. Sneakers or other suitable exercise shoes must be worn while using the exercise facilities in the Fitness Center.
- 13.1.2. No bathing suits or bare feet are permitted in the exercise area of the Fitness Center.

- 13.1.3. Use of the Fitness Center is permitted only during open hours.
- 13.1.4. All Members and guests must sign in.
- 13.1.5. No physician or nurse will be on duty.
- 13.1.6. Any Member or guest with health or physical problems should first consult his or her physician before using any of the exercise equipment or participating in any exercise classes.
- 13.1.7. All persons must obtain instruction on how to use any equipment before attempting to operate it.
- 13.1.8. Children under sixteen (16) years of age are not permitted to use the Fitness Center unless accompanied or supervised by an adult.
- 13.1.9. Horseplay, profanity, disruptive conduct, smoking and eating in the exercise areas are strictly prohibited.
- 13.1.10. It is strongly recommended that all jewelry and watches be removed prior to exercising.
- 13.1.11. Use of the aerobics and exercise facilities is at the user's sole risk.
- 13.1.12. It is strongly recommended that all Members have a Fitness Evaluation/Health Screening prior to using the Fitness Facility.
- 13.1.13. Pets are not permitted inside the Spa & Fitness Center.

#### 13.2. Sauna & Steam Room Rules & Regulations

- 13.2.1. For safety reasons, the sauna is to be kept between 170° and 180° Fahrenheit at all times, and the steam room is to be kept between 100° and 110° Fahrenheit at all times.
- 13.2.2. THE CLUB ACCEPTS NO RESPONSIBILITY FOR THE USE OF THE SAUNA AND STEAM ROOMS. ALL RISKS ARE ASSUMED BY THE USER.
- 13.2.3. Use of the sauna or steam room should be limited to 10 minutes at a time.
- 13.2.4. Because of the high temperatures, it is recommended that users consult with their physicians before using the sauna. Those with medical conditions such as high blood pressure, heart disease, respiratory problems, and those who may be pregnant should avoid exposure to high heat.

- 13.2.5. After exercising, users should take at least 5 minutes to cool down before entering the sauna or steam room.
- 13.2.6. Food & drink is prohibited inside the sauna or steam rooms.
- 13.2.7. Users are required to shower before entering the steam room or sauna.

### 13.3. Tennis Rules & Regulations

- 13.3.1. Appropriate tennis attire is required. Men must wear collared or mock-collared shirts. Tennis whites and colors are permitted. Cut-offs, Bermudas, bathing suits, gym shorts, slacks, T-shirts, tank tops, and denim blue jeans of any length are not permitted. Regulation tennis shoes are required. No running or cross training shoes are allowed.
- 13.3.2. Use of the tennis courts and facilities at the Club shall at all times be subject to the control of the Fitness staff, who will determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations.
- 13.3.3. Club management is authorized to implement temporary rules as may be necessary during peak periods of play and tournaments, including without limitation:
  - 13.3.3.1. Junior Players shall only be permitted if a court is available and not in use by adults.
  - 13.3.3.2. One court may be reserved for tennis instructions at all times, except during tournaments and exhibitions.
  - 13.3.3.3. Restriction and limitations on court times.
- 13.3.4. Players without a prearranged game are encouraged to request staff assistance in forming matches. Court reservations may be made by phoning the Fitness Center.
- 13.3.5. All Players must sign in at the Fitness Center prior to their starting time or the court will be released to the first name on the waiting list.
- 13.3.6. At the end of the reserved period, Players must promptly relinquish their court. Once a Member is off the court, the Member may sign up for the next available court time.
- 13.3.7. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another Player's court will not be permitted at any time.

- 13.3.8. The ball machine may be reserved by calling the Fitness Center. The ball machine must be returned promptly at the end of the reserved time.
- 13.3.9. Night play on the tennis courts is not permitted, as the courts are not lighted. The final reserved time of the day must be completed prior to sunset.
- 13.3.10. Cell phones should be turned off at all times so as not to disrupt play.

#### 13.4. Pool Rules & Regulations

- 13.4.1. Each Member and guest has the responsibility to adhere to the pool rules and regulations as outlined and posted by the Department of Health and Environmental Control.
- 13.4.2. All swimmers must wear appropriate swimming attire. Cut-offs, denim blue jeans of any length and Bermuda shorts are not considered appropriate swimwear.
- 13.4.3. The staff has full authority to enforce these rules and regulations.
- 13.4.4. Swimming or use of the pool deck and associated facilities is permitted only during posted hours.
- 13.4.5. USE OF THE POOL FACILITIES IS AT THE USER'S OWN RISK. THE CLUB ACCEPTS NO RESPONSIBILITY FOR THE USE OF THE POOLS.
- 13.4.6. Pool users should notify Fitness staff prior to using the pool.
- 13.4.7. Any person with a health problem that can be communicated to others by use of the pool is specifically prohibited from using the pool.
- 13.4.8. No pets are allowed in the pool area.
- 13.4.9. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions. The use of these preparations stains and damages the furniture.
- 13.4.10. Lounge chairs may not be reserved. Members and guests should not leave personal items unattended. The Club accepts NO responsibility for any item left unattended (whether in the Pool area, or any other area of the Club).
- 13.4.11. Private parties may be held in the pool area only with prior arrangement through the Clubhouse Manager.

- 13.4.12. Alcoholic beverages or food that is not purchased at the Club is not permitted in the pool area.
- 13.4.13. Glass objects, drinking glasses, beverage coolers and sharp objects are not permitted in the pool area.
- 13.4.14. Trash should be disposed of in appropriate containers.
- 13.4.15. Children twelve (12) years of age and under are permitted to use the pool facilities only if accompanied and closely supervised by an adult. Such adult will be responsible for the child's safety and conduct, even when pool attendants (if any) are on duty.
- 13.4.16. Parents who have children in diapers and wish them to use the pools should dress their children in swim diapers designed and designated for use in pools.
- 13.4.17. Flotation devices are permitted for non-swimming children. Any child who cannot swim must be accompanied in the pool by a parent or adult. Use of floats, beach balls, rings, etc. may be restricted at the discretion of the pool staff.
- 13.4.18. Horseplay, profanity, disruptive conduct, diving, and smoking in the pool or pool deck area are strictly prohibited.
- 13.4.19. No person under the apparent influence of alcohol or drugs is permitted in the pool.
- 13.4.20. On occasion, at the discretion of the Fitness staff, Members and guests may be allowed to use the indoor pool for recreational purposes. Those who are using the indoor lap pool for exercise purposes, however, take priority over those who are using the pool recreationally.
- 13.4.21. The indoor lap pool may be closed at any time by the Fitness staff for the purpose of personal instruction or group water activities.
- 13.4.22. The pool staff reserves the right to close any of the pool areas for maintenance, repair, or due to inclement weather.
- 13.4.23. Users should shower before entering the pool.

#### 13.5. Whirlpool Rules & Regulations

- 13.5.1. The maximum temperature allowed by the South Carolina Department of Health and Environmental Control is 104° Fahrenheit.
- 13.5.2. THE CLUB ACCEPTS NO RESPONSIBILITY FOR THE USE OF THE WHIRLPOOL. ALL RISKS ARE ASSUMED BY THE USER.

- 13.5.3. Use of the whirlpool should be limited to 15 minutes at a time. Longer exposure could result in dizziness, nausea, or fainting.
- 13.5.4. Users who suffer from heart disease, diabetes, or high or low blood pressure, who are elderly, or who may be pregnant should consult their physicians before using the whirlpool.
- 13.5.5. The whirlpool may not be used while under the influence of alcohol, anticoagulants, antihistamines, vasoconstrictors, stimulants, hypnotics, narcotics or tranquilizers.
- 13.5.6. No food or drink is allowed in the whirlpool.
- 13.5.7. Children under 16 years of age are not permitted in the whirlpool without adult supervision.