BLACK CREEK CLUB



RULES AND REGULATIONS

Revised September 2023

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PREAMBLE

These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these expectations, members and guests are encouraged to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time. This most recent revision supersedes all previously issued Rules and Regulations.

GENERAL CLUB RULES

- 1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
- 2. Any submission for membership will be at the discretion of Black Creek Club, who may perform a background and/or credit check.
- 3. Unmarried dependents are members until their twenty-third (23rd) birthday. At that time, they will be resigned from the membership.
- 4. The Club Facilities shall be open on the days and during the hours as established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club reserves the right to close the golf course and clubhouse to hold promotional events and tournaments subject to the provisions of the Membership Plan.
- 5. Alcoholic beverages will not be served, sold, or consumed at the Club in any manner prohibited by law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest that appears to be intoxicated.
- 6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
- 7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
- 8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated, or posted on Club property.
- 9. Members shall not use the roster or list of members of the Club for solicitation, commercial purposes, or distribute the roster to anyone other than a member.

- 10. Dogs and other pets are required to be on a leash at all times while on Club property. Members are responsible for cleaning up after their pets. While dogs are allowed on the golf course, it is the owner's responsibility to have their pet under control at all times. Golfers always have the right of way.
- 11. Please park in designated areas only. The grass lots will be opened only to accommodate overflow parking.
- 12. Smoking, including the use of e-cigarettes, is prohibited inside the clubhouse and in the pool area.
- 13. No fireworks are permitted anywhere on Club property unless part of a fireworks exhibit organized and conducted by the Club.
- 14. Firearms and weapons of any kind are not permitted on Club property at any time.
- 15. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
- 16. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
- 17. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.
- 18. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.
- 19. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, marital status or sexual orientation.
- 20. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager or emailed to comments@blackcreekclub.com. Under no circumstances shall criticisms or complaints be posted on social media websites or apps. Applications?
- 21. I give Black Creek permission to use any and all of my voice, image and likeness, with or without using my name, in connection with the products and/or services of Black Creek, for the purposes of advertising and promoting such products and/or services and/or Black Creek, and/or for other purposes deemed appropriate by Black Creek in its reasonable discretion, except to the extent prohibited by law.

MEMBER DUES AND CHARGES

- 1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club. Member Dues are billed in advance.
- 2. Members will receive an email or written statement of their monthly charges.
- 3. All members agree to pay directly to the Club any amounts charged to their house account by the fifteenth (15th) day of the month. The option of automatic payment by ACH debit or to a credit or debit card is also offered. Card payments are subject to up to a five percent (5%) convenience fee. Automatic payments are typically processed between the tenth (10th) and fourteenth (14th) of each month. The actual date is provided on each month's statement.
- 4. In the event that amounts owed are not received within thirty (30) days after the date of the monthly statement, the member's accounts shall be deemed delinquent. Past due bills will accrue a one and one-half percent (1.5%) service charge per month or \$10 per month, whichever is greater. Beginning with the date of the monthly statement, past due accounts may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
- 5. If the member's account is not paid within thirty (30) days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club until the delinquent account is paid in full. Continued delinquency for a period of ninety (90) days from the date the member's account is first billed, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.

MAILING ADDRESSES

- Each member shall be responsible for filing updated information with the Membership
 Office, in writing, preferably on a form provided by the Club, his or her mailing address, email
 address, phone numbers and any changes thereto, where the member wishes all notices and
 statements of the Club to be sent. The member is responsible for keeping this information
 current.
- The Club must be notified in writing within thirty (30) days of any change of contact information. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

CLUB SERVICES AND ACTIVITIES

- 1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
- 2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

- 3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function. There is a fee to use any portion of the clubhouse.
- 4. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
- 5. Dining room activities for groups will be permitted only with the permission of the Club.
- 6. Special events and functions may be scheduled from time to time at the discretion of the Club.

DOWNGRADE AND UPGRADE POLICIES

- 1. Members may upgrade into a higher dues category at any time with payment of the appropriate upgrade/initiation fee.
- 2. Once during the tenure of a membership, members may request a downgrade or a Leave of Absence of their membership.
- 3. If a member chooses to take a Leave of Absence, they may do so for a maximum of 12 months. They may restore the membership at any time with payment of back dues, or at the end of the 12 month time period the membership will be resigned.
- 4. A Leave of Absence and a Downgrade in membership will become effective the end of the month that it is received in writing.
- 5. If the member decides to downgrade from Golf to Social and later decides to go back to a Golf Membership, the delta between their original initiation paid and the current Golf Membership initiation must be met.
- 6. The only exception to the above policy is a Medical leave of absence for Golf Memberships. This requires a true, verifiable medical condition that prevents the member from using the golf facilities for an extended period. If approved, the member will have Social Membership privileges and the corresponding dues during the leave of absence. Medical leave of absence is only allowed once during the tenure of a membership and is only granted for a maximum of six months. Following the six-month absence, the member must return to his former category or resign.

RESIGNATION OF MEMBERSHIP

- 1. A member may resign membership in the Club by delivering thirty (30) days' written notice of resignation to the Club. A membership shall be deemed to have been resigned thirty (30) days or the end of the next month, whichever is later, after the date the Club receives written notice of the member's resignation. Dues are not prorated for resignations.
- 2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any

amounts unpaid on the member's Club account.

DISCIPLINE

- 1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) failing to pay any amount owed to the Club in a proper and timely manner, (iv) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (v) abusing Club personnel or employees, or (vi) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.
- 2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date not less than ten (10) days thereafter for a hearing. While such complaint is being considered by the Club, the member shall not be allowed to enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.
- 3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may terminate the membership, suspend or restrict membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member, on account of any restriction or suspension, is entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
- 4. Any membership that has been terminated hereunder shall be treated as a resigned membership and the member's membership deposit, if applicable, shall be returned to the member in the same manner as in the case of any other resigned membership.
- 5. Any member whose membership has been terminated under the terms of this section shall not be allowed on the grounds of the Club going forward.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been

left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

- 2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's Club account.
- 3. Any member, family 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 or operated by the Club, including without limitation, the use of golf carts, 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 Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold Black Creek Club, LLC (the "Company"), MBSC Black Creek, LLC, its affiliates, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory Board of Governors or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe, and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.
- 4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

- 1. Dinner reservations are highly recommended to better service our membership. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten (10) persons will be accommodated on an "as available" basis. A twenty-four (24) hour notice is requested for parties of more than ten (10) persons. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.
- 2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.
- 3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned

on a first-call, first-choice basis. Reservations for special tables will not be accepted.

- 4. Reservations for dining will be held for only fifteen (15) minutes after the reserved time.
- 5. No member or group shall plan or set dates for dining room activities without prior approval of the Club.
- 6. Cancellations or no-shows for special events may result in charges for the event if the Club is unable to fill the reservation.

SERVICE CHARGE

- 1. For the convenience of all members, a service charge is added to all food and beverage sales. A member may increase the gratuity by signing the ticket invoice and adding to the amount of the gratuity as the member deems appropriate.
- 2. It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested amount to a Holiday Fund for all Club employees. Payment of such contributions will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds. Information regarding the contribution will be sent with the October statement. To opt out of the contribution, the member must notify the accounting department by email, voicemail, or returning the card included in the October statement. Such notification must be received no later than November 23rd. Notification received after November 23rd may not be accepted.

CHILDREN

- 1. Unless permitted by the Club, children under twelve (12) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
- 2. Children under 21 years of age are not permitted to sit at the Bar. Children under the age of 18 years of age are not permitted to sit in the lounge unless accompanied by an adult. No one under the lawful drinking age is allowed in the private grille at any time.
- 3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.
- 4. Children under the age of sixteen (16) or without a valid automobile drivers license are not allowed to operate motorized vehicles, including golf carts, on the Club Property.

ATTIRE

1. **General Attire** - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when using Club Facilities, other than at the swimming facilities. Bathing suits may only be worn in the pool areas. All other Club Facilities require appropriate cover-ups.

- 2. Golf Attire Proper golf attire is required for all players. Proper attire shall mean the following:
 - Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are

considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweatpants, warm- up suits, blue jeans, swimwear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.

- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweatpants, warm-up suits, blue jeans, swimwear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golf shop before starting play.

3. **Tennis Attire** - Proper tennis attire as determined by the golf shop is required at all times. Colors are permitted. Examples of attire not permitted are: T-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, Bermuda shorts, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

GUEST PRIVILEGES

- 1. Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that accompany or are sponsored by a member.
- 2. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests.
- 3. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.
- 4. The sponsoring member shall be responsible for all charges incurred by the guest.
- 5. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment, or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

GENERAL GOLF RULES

- 1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
- 2. All players must check in with the golf shop. Under no circumstances are players permitted to start play without checking in at the Golf Shop.
- 3. A non-member, including family members, may play as a guest on the course no more than six (6) times in a calendar year. Family members are defined as: parents, parents-in-law, children, spouses, and grandparents.
- 4. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
- 5. Speed of play: it is the goal of all players to complete their round in fewer than four (4) hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If your group falls one complete hole behind the group ahead, you are required to allow the following group to play? through. It is each group's responsibility to be observant of its position on the course and keep pace. It is also the responsibility of all groups to freely advise less observant groups, if the pace of play is adversely affected by them. The golf shop has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.
- 6. The Club reserves the right, from time to time, to limit the availability of golf starting times for guests.
- 7. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf courses during certain times of the day.
- 8. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course.
- 9. All tournament play must be approved in advance by the Golf Professional.
- 10. Enter and leave bunkers at the nearest level point to the surrounds and smooth sand over with a rake upon leaving.
- 11. Repair all ball marks on the green.
- 12. Repair all divots.
- 13. Searching for balls other than those played by members of the group is not allowed on the

course at any time.

- 14. Each player must have his or her own set of golf clubs. Rental sets are available from the Golf Shop if players do not have their own clubs.
- 15. If lightning is in the area, all play shall cease. Although the golf shop staff may warn players about lightning in the area, of which it is aware, players should not rely on the golf shop staff to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
- 16. Golfers have the right of way at all times on the golf course.
- 17. No food, drink or beverage coolers are permitted on the course unless provided by the Club.
- 18. "Discontinued Play" Policy: fewer than three holes played full eighteen hole credit; fewer than twelve holes played nine hole credit.
- 19. Twosomes may play at the discretion of the golf shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
- 20. Twosomes and singles shall be grouped with other players, if available, at the discretion of the golf shop.
- 21. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
- 22. Groups of five or more players shall only be permitted on the golf course with the permission of the golf shop.
- 23. Walking is permitted during times as designated by the golf shop.
- 24. Mandatory golf cart use may be required as designated from time to time by the golf shop.

HOURS OF PLAY

- 1. The golf course and practice facilities are closed to all play on Mondays unless it is a holiday or a scheduled event.
- 2. The hours of play and golf shop hours shall be posted in the golf shop. The golf course superintendent shall determine when the golf course is fit for play.

GOLF STARTING TIMES

1. All players must have a starting time reserved through the golf shop. The staff shall assign the starting time depending on availability.

- 2. Starting times may be made in person or by phone during golf shop hours until ForeTees comes online the end of 2023 then all tee times must be made through the app. Starting time changes must be approved by the golf shop.
- 3. Members should notify the golf shop of any cancellation as soon as possible.

PRACTICE RANGE

- 1. The practice range is open during normal operating hours as posted in the golf shop. The practice range may be closed for general maintenance or weather related conditions at the Club's discretion.
- 2. Range balls are for use on the practice range and may not be used on the golf course or removed from the premises.
- 3. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
- 4. Proper golf attire is required at all times on the practice range.
- 5. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

- 1. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the golf shop.
- 2. Golf carts may only be used on the golf course when the course is open for play.
- 3. Golf carts may only be operated by persons at least sixteen (16) years of age having a valid automobile driver's license.
- 4. Only two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
- 5. Privately owned golf carts are not permitted.
- 6. Pull carts must be approved by the golf shop.
- 7. Obey all golf cart traffic signs.
- 8. Always use golf cart paths where provided.
- 9. Be careful to avoid soft areas on fairways, especially after rain events. Use roughs whenever possible.
- 10. Never drive a golf cart through a hazard.

- 11. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member or a family member shall be charged to the member, or in the case of damage by a guest of a member, to the guest and the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
- 12. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.
- 13. "Course closed" or "hole closed" signs are to be adhered to without exception.
- 14. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
- 15. Outside food and beverage is prohibited.

HANDICAPS

- 1. Handicaps are computed under the supervision of the golf shop in accordance with the current USGA Handicap System.
- 2. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The golf shop shall determine if there are violations by members in turning in their scores.
- The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any member entry into tournament play for handicap manipulation.

GOLF COURSE ETIQUETTE

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

- 1. Do not waste time. Anticipate the club or clubs needed and go directly to the ball. Always be near the ball to play promptly. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.
- 2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of the putt while others are doing the same.

- 3. When approaching a green, park the golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green having to go back and get it while the following players wait.
- 4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in the group are playing from the next tee.
- 5. If group pace is slow, allow the players behind to play through.
- 6. Personal stereos are permitted on the course as long as they do not disturb other players in their group or other groups on the course. Personal stereos should be kept at a reasonable volume to not disturb others.

GENERAL TENNIS / PICKLEBALL RULES

- 1. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.
- 2. Skateboards, bicycles, roller skates, rollerblades, etc., are not permitted on the tennis courts.
- 3. Use of the tennis courts shall be subject to the control of Black Creek Club at all times. Black Creek Club shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The golf shop may reserve the courts for special events.

GENERAL POOL RULES

- 1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
- 2. Guests must have the member with them at all times while using the pool.
- 3. Children twelve (12) years and younger must be accompanied and supervised by an adult at all times.
- 4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.
- 5. Unmarried dependents are members until their twenty-third (23rd) birthday, after that point they will be considered guests of the member.
- 6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.

- 7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
- 8. All swimmers must wear proper swimming attire. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
- 9. Personal electronics are permitted only when paired with personal listening devices.
- 10. Animals, bicycles, skateboards of any type and coolers are not permitted in the pool areas.
- 11. Outside food and drink are prohibited.
- 12. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
- 13. Running and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
- 14. Diving is not permitted.
- 15. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
- 16. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, soda cans, and all other trash in the proper receptacles.
- 17. Smoking, including the use of e-cigarettes, is not permitted in any areas of the pool.
- 18. Persons who leave the pool area for over thirty minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
- 19. No climbing, walking, etc. is permitted on the rock wall or infinity edge of the pools. Any member or guest of a member doing so will be asked to leave. Failure to do so may result in suspension of pool privileges as determined by Club Management.