

CUMMINGS COVE GOLF & COUNTRY CLUB

RULES AND REGULATIONS

TABLE OF CONTENTS

Preamble	1
General Club Rules.....	1
Membership Cards.....	3
Member Dues and Charges	4
Mailing Addresses	5
Membership Correspondence	5
Club Services and Activities	5
Resignation of Membership	6
Discipline.....	6
Loss or Destruction of Property or Instances of Personal Injury	7
Gratuities	8
Children	9
Attire.....	9
Guest Privileges.....	10
Day Guests.....	10
Houseguests.....	11
Unaccompanied Houseguests.....	12
General Golf Rules.....	12
Hours of Play.....	15
Golf Starting Times	15
Registration.....	16
General Golf Cart Rules	16
Private Golf Cart Rules	17
Handicaps	19

Golf Course Etiquette20
General Tennis Rules21
General Pool Rules22

December 2005

PREAMBLE

These Rules and Regulations are established by Cummings Cove Company, LLC, a Florida limited liability company authorized to do business in North Carolina, or an affiliate thereof (the "Company") 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 Company is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. It is further the responsibility of members to be familiar with these Rules and Regulations and to abide by them at all times. The Company may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion.

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. Members are responsible for ensuring that their immediate family members and guests comply with all rules of the Club.

2. The Club Facilities shall be open on the days and during the hours as may be established by the Company. Areas of the Club may also be closed for scheduled maintenance, repairs and other purposes deemed necessary by the Company.

3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Company.

4. Dining room activities for groups will be permitted only with the permission of the Company.

5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Company reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated. Alcoholic beverages will not be sold for consumption off the Club's premises.

6. All food and beverages consumed on the Club Facilities must be furnished by the Club and outside catering is not permitted, unless otherwise permitted by management of the Club Facilities.

7. 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 Company. Other than as permitted in writing by the Company, no petition shall be originated, solicited, circulated or posted on Club property.

8. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.

9. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Company.

10. Members should not request special personal services from employees at the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

11. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Company. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or which is or should be under the member's control.

12. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club, the Company or its employees must be in writing, signed and addressed to the Club Manager.

13. Members and their guests may not abuse any of the Company'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.

14. Self parking is permitted in areas clearly identified as such. Parking must be confined to spaces designated in the parking lot. No parking will be allowed on grassed areas, at the front entrance, in the delivery area of the Club or in any way which blocks the normal flow of traffic. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

15. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized, conducted or approved by the Company.

16. Firearms and all other weapons of any kind are not permitted on Club property at any time.

17. Use of the Club Facilities may be restricted or reserved from time to time by the Company.

18. 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 Company in accordance with these Rules and Regulations.

19. The personnel of the Company will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

20. In no event shall the Company discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

MEMBERSHIP CARDS

1. The Company will issue a membership card to the member. In addition, the Company will issue membership cards to the other members of his or her family who are eligible for membership privileges if the member elects to pay the family level of dues. Membership cards will include the member's name, Club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of ten or over the age of 22. Members and their families must have their membership cards with them at all times while using the Club Facilities.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order. All charges must be signed legibly by the person making the charge and the member's name and Club account number must be printed on the charge ticket. All charge tickets must be signed. Guests and employees are not permitted to sign charge tickets on behalf of members.

4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Company.

5. In the event of a lost or stolen membership card, the Company must be notified immediately in writing. The member's Club account will be canceled and the Company will issue a new membership card number. Until notification of card loss or theft is received in writing by the Company, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Company may be charged for lost or stolen membership cards or in any situation where the Club account number is changed.

6. Each member may receive such identification decals and other insignia as the Company may from time to time designate, and shall display such insignia as required by the Company.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Company.

2. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by the Company from time to time.

3. All food, beverage, merchandise and services of the Club charged to a member's Club account will be billed monthly and each member's Club account shall be due and payable upon receipt of the monthly statement.

4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue from the date of the monthly statement until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Company to reactivate an account once it is deemed delinquent.

5. If a member fails to pay any Club account within 30 days of when it is first billed, the Company shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a Club account is

first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.

6. If the Club account of any member is delinquent, the Company may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Company commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Company, and if judgment is obtained by the Company, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

MAILING ADDRESSES

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Company, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Company to be sent. A member shall be deemed to have received mailings from the Company ten days after they have been mailed to the address on file with the Company. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Company must be notified in writing of any change of address. 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.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Club Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

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 Company 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, and subject to prior permission of the Club as described below. Members are required 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 Manager or the Company. 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.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. The effective date of the resignation shall be deemed to be 30 days after the Company receives written notice of the member's resignation.

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 Company 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 Company. The Company 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) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Company in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Company from time to time, (vi) abusing Company personnel or employees, or (vii) 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 Company's proposed disciplinary action and shall be given an opportunity to be heard by the Company to show cause why he or she should not be disciplined. If such member desires to be heard, the Company shall set a time and date (not

less than ten days nor more than 30 days thereafter) for a hearing. While such complaint is being considered by the Company, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Company 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 Company.

3. The Company may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Company determines that a member's conduct or the conduct of his or her family or guest is improper, the Company may terminate the membership, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, 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. If a member's membership is terminated, the member shall be entitled to a refund of the membership deposit paid for the membership upon the sooner of: (i) 30 years after the date the member acquired the membership, or (ii) any earlier date determined by the Company in its sole and absolute discretion. If the Company elects to refund the membership prior to the end of the 30-year period, the membership shall be treated as a reserved membership held by the Company.

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 assumes sole responsibility for his or her property. The Company 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 Company, 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 Company without proper written authorization.

3. 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.

4. 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 Company, 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 Company, 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 indemnify and hold harmless the Company, any managing entity of the Club, their affiliates, successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory Board of Governors or other committees (collectively, the "Indemnified Parties") from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom or arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties whatsoever, including any claims arising out of negligence, in law or in equity. 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.

5. 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 Company 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.

GRATUITIES

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Company, may be added to all food and beverage sales. A member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

2. It is customary for the Company to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all employees working at the Club. Payment of such contribution 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 Company employees during the holiday season. The Company shall be responsible for the distribution of these funds.

CHILDREN

1. Unless permitted by the Company, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

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 Company 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 on Club Facilities.

Golf Attire - Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars or mock-necks and sleeves and slacks or shorts up to four inches above the knee are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.
- Women: Dresses, skirts, slacks, shorts up to four inches above the knee and golf shirts are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.

- **Golf Shoes:** The use of spikeless golf shoes is encouraged. Use of shoes other than spikeless golf shoes must be approved by the Golf Shop.

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.

GUEST PRIVILEGES-REVISED JUNE 2007

Guest privileges may be extended under the rules established by the Company from time to time. Although it is the intention of the Company to accommodate guests without inconvenience to the members, the Company reserves the right to limit the number of guests that are invited by a member on any given day and over the course of a membership year and the number of times a particular guest may use the Club Facilities in any given membership year. The Company 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. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Company, in its sole and absolute discretion. The Company reserves the right, from time to time, to limit the availability of golf starting times for guests. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence in Cummings Cove. All other guests of a member shall be considered day guests.

DAY GUESTS

1. A particular day guest may use the Club Facilities as a guest of a member no more than 12 times during each membership year regardless of whether the guest is sponsored by multiple members. All day guests must be accompanied by the sponsoring member, unless otherwise determined by the Company.
2. Property owners and residents of Cummings Cove may not use the Club Facilities as the guest of another member.
3. A particular individual using the Club Facilities as a day guest must be registered by the sponsoring member with the Company. The Company reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Company.

4. Day guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.
5. Day guest charges for any services not paid for in cash will be charged against the sponsoring member's Club account.
6. Day guest privileges may be limited by the Company, from time to time, in the sole and absolute discretion of the Company. Notice of such limitation will be given by the Company.
7. The sponsoring member is responsible for the conduct of a day guest while at the Club. If the manner, deportment or appearance of any day guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Company, cause such day guest to leave the premises of the Club.

HOUSE GUESTS

1. Houseguests are permitted to use the Club Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Company from time to time.
2. Houseguests will be charged all daily use fees as determined from time to time by the Company.
3. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.
4. Upon approval of the Company, the unaccompanied Houseguest, may be issued temporary charge privileges. Application for such privileges may be filled out and returned to the Membership office and applicant must submit the required administrative fee established by the Company from time to time. The houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all unpaid charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Company.
5. Houseguests must have their appropriate identification with them at all times while using the Club Facilities.
6. The Company reserves the right to require identification by each houseguest.

7. Houseguest privileges may be limited by the Company, from time to time, in the sole and absolute discretion of the Company. Notice of such limitation will be given by the Company.
8. The sponsoring member shall be responsible for the conduct of a houseguest while at the Club. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Company, cause such houseguest to surrender the guest card and leave the premises of the Club.

UNACCOMPANIED HOUSEGUEST (MEMBER IS OUT OF TOWN)

1. Unaccompanied Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership Office. Upon approval of the Company, Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence.
2. To provide membership privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest and submit the required administrative fee established by the Company from time to time.
3. Houseguests will be charged all daily use fees as determined from time to time by the Company.
4. The Company reserves the right to limit the number of guests that are invited by a member on any given day and over the course of a membership year and the number of times a particular guest may use the Club Facilities in any given membership year.
5. The houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all unpaid charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Company.
6. Rules 5 through 8 above also apply to Unaccompanied Houseguests.

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

3. "Cutting-in" is not permitted at any time. All play shall start at #1 tee unless otherwise directed by Golf Shop personnel. All players must check in with the starter. Under no circumstances are players permitted to start play from residences without first informing the Golf Shop and obtaining approval.

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 less than four hours and twenty minutes. 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 a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. Golf Shop personnel have 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. If a player is repeatedly warned for slow play, the Company may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

7. 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 and must get permission from the starter to resume play.

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

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 green 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.
15. Proper golf attire is required for all players, as previously described.
16. 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, the Club does not assume any duty to detect lightning and warn them. If Company personnel warn players about potential lightning in the area, players must stop play immediately.
17. The golf course may not be used for any purpose except golf. Any non-golf activities such as picnicking, biking, kite flying, soccer, football, skateboarding, roller skating and similar activities are not permitted on the cart paths or golf course. Walking on the cart paths will be permitted only during those times designated by the Club.
18. Children under the age of 15 must be accompanied by an adult while playing golf unless playing in a Club-sponsored tournament. Children aged 12 to 15 may be allowed use of the golf facilities without being accompanied by an adult after successfully completing a Junior Development Course administered by the Golf Professional. Golfers between 14 and 18 of age may be required to complete the Junior Development Course if they, in the view of the Golf Professional, do not possess the adequate knowledge of golf and its rules of etiquette.
19. No beverage coolers are permitted on the course unless provided by the Company.
20. "Discontinued Play" Policy: less than five holes played - full 18 hole credit; less than 13 holes played - nine hole credit. It is the sole responsibility of the player to apply for a credit from the Golf Shop on the day play is discontinued.

21. Foursomes control the speed of play. 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.

22. Twosomes and singles shall be grouped with other players, if available, at the discretion of the Golf Shop.

23. 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.

24. Groups of five or more players shall only be permitted on the golf course with the permission of the Golf Shop.

25. The Company will establish a walking policy from time to time. The Company reserves the right to restrict or prohibit walking and may require the use of golf carts during certain times.

26. Golfers should not take pull carts or kangaroo carts on tees, greens, fringes of greens or between greenside bunkers and the green.

HOURS OF PLAY

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

3. Starting time changes must be approved by the Golf Shop.

4. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Company from time to time.

5. Members should notify the Golf Shop of any cancellation as soon as possible.

REGISTRATION

1. All members and guests must register in the Golf Shop before beginning play and all members shall present their membership cards at registration.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.
3. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the Golf Shop personnel.

GENERAL GOLF CART RULES

1. The use of golf carts is mandatory when posted.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the Golf Shop.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Obey all golf cart traffic signs.
7. Always use golf cart paths where provided.
8. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
9. Never drive a golf cart through a hazard.
10. 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, a family member or a guest of the member shall be charged to 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 Company and/or any operator of the Club for any and all damages the Company may sustain by reason of misuse.

11. 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.

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

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

PRIVATE GOLF CART RULES

The following rules and regulations apply to the operation of privately owned golf carts of members who own a home in the Cummings Cove community:

1. Private golf carts are permitted in the Cummings Cove community subject to the rules and regulations established by the Company from time to time. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts may be used only by persons who own a home in the Cummings Cove community.

2. Private golf carts must be annually approved by the Cummings Cove as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Company. The Company may require routine maintenance to be performed on privately owned golf carts.

3. The Company will establish from time to time the safety specifications that all privately owned golf carts must meet. All privately owned golf carts must include a rearview mirror, reflectorized warning devices in both the front and rear of the golf cart and any other safety equipment required by the Company from time to time.

4. The personalization of private golf carts, such as names or logos, shall not be permitted. All private golf carts shall be four wheeled, electrically

powered, and must conform with the Company's specifications for design, color, model and manufacturer, unless otherwise expressly permitted by the Company.

5. All golf cart owners agree to comply with the rules and regulations established by the Company as they may be amended from time to time.

6. Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players.

7. A trail fee for privately owned golf carts will be established, and may be changed, from time to time, by the Company. The trail fee will be billed on a membership year basis with January 1st the effective date. The trail fee is non-refundable. The trail fee shall not be prorated, except for the first year a member applies for private cart privileges.

8. Trail fee privileges are for the benefit of the golf cart owner and members of his or her immediate family. Guests playing with the golf cart owner shall be required to pay the golf cart fee established from time to time by the Company. Members who are riding in a private cart and who do not have trail fee privileges, must pay the required cart fee. Members and their immediate family who have paid a trail fee will be charged a cart fee if they use one of the Club's golf carts.

9. All golf cart owners must store their cart in a garage serving their home or in other areas specifically designated by the Board of Directors of Cummings Cove Community Association, Inc. (the "Association") as golf cart parking areas. No golf cart shall be placed, parked or stored on the lawn or driveway of any home.

10. All golf cart owners shall be required to sign a release of liability agreeing to hold the Company, the Association and affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.

11. Each year a resident using a private golf cart shall be required to provide the Company with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Company from time to time. The resident shall name as an additional insured on such policy those parties requested by the Company from time to time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to the Company.

12. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the appropriate law enforcement agency and the Association.
13. Golf carts may only be used during daylight hours, unless the golf cart is equipped with headlights, tail lights and other appropriate safety features.
14. Private golf carts are only permitted to be used on or in the Club's golf course property or club property upon the execution of a trail fee agreement with the Club.
15. An identification number and a yearly decal will be issued to private golf cart owners upon the signing of a private golf cart agreement, providing of a certificate of insurance and payment of an annual trail fee to the Company. Annual decals should be placed on the front of the golf cart in clear view.
16. Residents using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.
17. These private golf cart rules and regulations may be amended or expanded, from time to time, at the sole discretion of the Company.
18. Violations of these rules and regulations may result in the revocation of private golf cart privileges.
19. Coolers are not permitted on golf carts, unless provided by the Company.

HANDICAPS

1. Handicaps are computed under the supervision of the Golf Shop in accordance with the current USGA Handicap System.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Shop.
3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score in the member's prior 20 rounds. The Golf Shop shall assist any members needing help with the posting procedures.

4. 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.

5. The Company reserves the right to adjust handicaps for Company tournament play. The Company 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 you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making 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 your putt while others are doing the same. Be ready to putt when it is your turn.

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

4. Be sociable, but reserve your extended conversations for the 19th hole.

5. When approaching a green, park your 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 where you will have to go back and get it while the following players wait for you to move on.

6. 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 your group are playing from the next tee.

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

8. The golf rangers will report slow play and all breaches of golf etiquette to the Golf Shop. Appropriate action will be taken by the Golf Shop personnel.

GENERAL TENNIS RULES

1. The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Court reservations may be made by phoning or visiting the pro shop. No standing reservations will be accepted.

3. All players must check in and register at the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their cards at registration.

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

5. Singles may each play on a court for one hour and doubles may play on a court for an hour and a half, except for certain times designated by Club Management.

6. Proper tennis attire as determined by the Club Management is required at all times. Colors are permitted, but T-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, Bermudas, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts are not permitted. Regulation tennis shoes are required.

7. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

8. 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.

9. Use of the tennis courts shall be subject to the control of Club Management at all times. Club Management 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. Club Management 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. Everyone wishing to use the pool facilities must first register and present their membership card before entering the pool when applicable. Members must register their guests and are responsible for the payment of any appropriate charges as the Company may determine from time to time.
3. Children 12 years and younger must be accompanied and supervised by an adult over 18 years of age 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. Children must be three years of age and toilet trained to use any pool facility. Children wearing diapers are not permitted in any pool.
6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
7. Showers are required before entering the pool.
8. 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.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like may only be used with headphones.
12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool areas.
13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

14. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.

15. Diving is not permitted.

16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction.

17. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.

18. 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.

19. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.

20. Flotation devices are not permitted. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

21. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

22. All accidents, no matter how minor, must be reported to management of the Club Facilities immediately.