



RULES & REGULATIONS

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May-2008

THE LEGEND AT BERGAMONT (THE "CLUB") IS MAINTAINED AND OPERATED TO PROVIDE AN EXCLUSIVE, ACTIVE SOCIAL AND RECREATIONAL ENVIRONMENT FOR ITS MEMBERS. TO FURTHER MAINTAIN THE EXCLUSIVITY OF THE CLUB, AND TO ENSURE THE COMFORT OF ITS MEMBERS, THE FOLLOWING RULES AND REGULATIONS HAVE BEEN ESTABLISHED FOR THE CLUB AND ITS MEMBERS.

Governance

Owners	The Legend at Bergamont LP
Ronald Kuhlman	Chief Executive Officer
Jack Gaudion	Managing Partner
Risa Kuhlman	President, Dragon Development

Ownership and Operation of the Club Facilities

The Legend at Bergamont LP, (the "Company"), owns and operates the Club Facilities (the Club and the Company are hereinafter sometimes collectively referred to as the "Club"). Subject at all times to the provisions of these Rules and Regulations, Members of the Club shall be entitled to certain rights and privileges relating to the use of the facilities (the "Facilities") of the Club as set forth but shall have no vested or proprietary interest in the Club or Facilities.

2008-2009 The Legend at Bergamont Board of Advisors

Executive Committee

Dave Moore	President
Ron Kuhlman	Chief Executive Officer
Jack Gaudion	Managing Partner
Risa Kuhlman	President, Dragon Development

Other Board Members

Bob Lindmeier	Board Member	Chairperson Grounds & Greens
Cindy Whip	Board Member	Chairperson Jr. Golf
Eric Halverson	Board Member	Chairperson Men's Golf
Trea Walker	Board Member	Chairperson Ladies Golf
Angie Schmidt	Board Member	Chairperson Pool, Tennis & Fitness
Wendi Galloway	Board Member	Chairperson Social
Paul Schulz	Board Member	Chairperson House

Board of Advisors

Members of The Legend at Bergamont are represented by the Board of Advisors. There are a total of eleven (11) board members. The board consists of eight (8) appointed club members, in good standing, along with the Managing Partner and the President of the company. The Board of Advisors meets monthly during the golf season and alternating off season months.

The Managing Partner is responsible to appoint a diverse board of club members with the goal of representing the desires of the entire membership. Members interested in volunteering for board service should contact the Managing Partner at the beginning of each season.

If for any reason a board member is unable to complete his/her term, the board seat may remain vacant until the following year or be appointed at the discretion of the Managing Partner.

Club members serving on the board (excluding the club president and past president) are required to chair a club committee and attend all committee meetings if possible.

2009 Club Committees

Membership	David Moore	Club President
	TBA	Committee Member
	TBA	Committee Member
	Jack Gaudion	Managing Partner
	Mick Butterfield	Member Services Director
Grounds & Greens	Bob Lindmeier	Board Member
	TBA	Committee Member
	TBA	Committee Member
	Dan Barrett	Golf Course Superintendent
	John Blanke	Head Golf Professional
	Jack Gaudion	Managing Partner
Men's Golf	Eric Halverson	Board Member
	TBA	Committee Member
	TBA	Committee Member
	John Blanke	Head Golf Professional
	Jack Gaudion	Managing Partner
Ladies Golf	Trea Walker	Board Member
	TBA	Committee Member
	TBA	Committee Member
	John Blanke	Head Golf Professional
	Jack Gaudion	Managing Partner
Junior Golf	Cindy Whip	Board Member
	TBA	Committee Member
	TBA	Committee Member
	John Blanke	Head Golf Professional
	Jack Gaudion	Managing Partner
Pool, Tennis & Fitness	Angie Schmidt	Board Member
	TBA	Committee Member
	TBA	Committee Member
	Kim Krause	Director of Aquatics & Fitness
	Risa Kuhlman	President, Dragon Development
	Jack Gaudion	Managing Partner
Social	Wendi Galloway	Board Member
	TBA	Committee Member
	TBA	Committee Member
	TBA	Service Manager
	Risa Kuhlman	President, Dragon Development
	Jack Gaudion	Managing Partner
House	Paul Schulz	Board Member
	TBA	Committee Member
	TBA	Committee Member
	Mike Engel	Executive Chef
	Risa Kuhlman	President, Dragon Development
	Jack Gaudion	Managing Partner

Club Committees

The Legend at Bergamont has eight committees made up of three to four club members each plus the Managing Partner and appropriate department heads. Committees will be formed beginning in the winter of 2008 and will meet several times per year to discuss ways of enhancing the club experience of members and their guests.

The Managing Partner is responsible to create diversity in each committee by appointing club members representing the desires of the entire membership. Members interested in volunteering for committee service should contact the Managing Partner at the beginning of each season.

Board and Committee Decision Making

Decisions with budget or financial implications are the sole responsibility of the Managing Partner and owners. The board of advisors responsibility is to provide input, to help prioritize, and to act as a communication vehicle for voicing member desires.

Club Management

Jack Gaudion Managing Partner	262 968 9717	jgaudion@thelegendatbrandybrook.com
Risa Kuhlman President, Dragon Development	262 968 9717	rkuhlman@thelegendatbrandybrook.com
John Blanke Head Golf Professional	608 835 6900	jblanke@thelegendatbergamont.com
Mike Engel Executive Chef	262 968 9717	mcengel@thelegendatbrandybrook.com
Dan Barrett Golf Course Superintendent	608 835 6900	dbarrett@thelegendatbergamont.com
TBD Service Manager		
Kim Krause Director of Aquatics		kkrause@thelegendatbrandybrook.com
Sue Prei Bookkeeper	262 968 9717	sprei@thelegendatbrandybrook.com
Mick Butterfield Membership Services Director	262 968 9717	mbutterfield@thelegendatbrandybrook.com
Drew Detrick Communications Director	262 968 9717	ddetrick@thelegendatbrandybrook.com

Administration

Agency. Notwithstanding anything in these Rules and Regulations that may appear or be construed to the contrary the Owner retains absolute authority and control over the management, operation, and disposition of the Club and the Facilities. Members shall have no control over the selection of personnel of the Club. The daily operation and management of the Club, the Facilities, and all Club property shall be vested in the Managing Partner, acting through the employees and staff of the Club. No member of the Club and no employee of the Club, other than the Managing Partner, shall have any authority, express or implied, to act on behalf of or as agent for the Club or the Owner. No such person shall have any power or authority to bind the Club or the Owner by any contract, activity or action. The authority of the Managing Partner shall be strictly limited to the undertaking of the performance of the duties and responsibilities delegated and assigned to the Managing Partner by the Owner.

Amendments: Administration Rules and Regulations. These Rules and Regulations, the Golf Rules and Regulations of Play, the Tennis Rules and Regulations, and the Pool Rules and Regulations, are subject to modification, amendment, and change from time to time in the sole discretion of the Owner. The Owner reserves the right to adopt and post from time to time administrative rules and regulations that shall be binding upon the members

as if set forth in their entirety in these Rules and Regulations, the Tennis Rules and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations.

Oral Representation. The Application and Membership Agreement, these Rules and Regulations, the Golf Rules and Regulations of Play, the Tennis Rules and Regulations, the Pool Rules and Regulations and any agreements and understandings expressly incorporated by reference in any of the above documents shall constitute the entire agreement and understandings between the Owner, the Club and each member. No oral representations shall have any effect nor shall they modify any of the terms and conditions contained in the aforementioned documents.

Acceptance and Indemnification. In consideration of membership, and by acceptance thereof, each member agrees to be bound by these Rules and Regulations and the restrictions set forth above. Each person further agrees to hold harmless, and to indemnify the Club and the Owner, and their agents and employees, from any and all loss, damage, claim, or liability, arising out of or connected with violations of any of the foregoing rules, regulations and restrictions.

MEMBERSHIP

Revocable License. All memberships in the club are non-equity and non-proprietary memberships. Membership in the Club does not imply any right or privilege to participate in or to administer the Club's business and policies. Membership in the Club entitles a member to a revocable license to use and enjoy the Facilities in accordance with these Rules and Regulations, the Golf Rules and Regulations of Play, the Pool Rules and Regulations, the Tennis Rules and Regulations, any Rules as listed in the most updated Annual Membership Directory, and such other rules and regulations as the Club may establish from time to time. All memberships are an annual commitment by the member and shall be revocable by the Owner without liability or obligation to the member, except as expressly provided herein or in each member's Application and Membership agreement. The Owner shall at all times retain the unconditional and absolute right to modify or discontinue any and all membership privileges. The owner reserves the right to add, delete, and modify the categories of membership at its sole discretion.

Eligibility Any person of good character over the age of twenty-one (21) years shall be eligible for membership in the Club without regard to race, color, sex or creed. Applicants may be introduced to "Ambassadors" or current members for sponsorship or progression into the club at the applicant's request. A check of the credit history of each applicant will be performed before the application may be processed. An applicant not having a good credit rating may be considered ineligible or may be required to submit a security deposit.

Privileges and Use of Membership A membership may permit the member, his or her spouse, and all unmarried children under the age of twenty-three (23) years who reside at the home of the member or who are presently enrolled in college to use and enjoy the Facilities, subject to these Rules and Regulations, the Golf Rules and Regulations of Play, the Pool Rules and Regulations, and the Tennis Rules and Regulations. Each member shall have guest privileges, as set forth in the Golf Rules and Regulations of Play, the Pool Rules and Regulations, and the Tennis Rules and Regulations, which shall entitle the member and the guests of that member to use and enjoy the Facilities in accordance with such rules and regulations set forth herein. Failure to observe all applicable rules and regulations concerning guest privileges may result, in the discretion of the Managing Partner, in the suspension or cancellation of a member's guest's privileges.

Refundability of Membership Deposit. The club's obligation to repay the Membership Deposit to Members is evidenced by the Membership Application. Any amounts, which the Member owes to the Club, will be deducted at the time of repayment of the Membership Deposit to the Member. The Membership Deposit must be fully paid in order to receive a refund of the Membership Deposit. Legend Social Members are not entitled to a refund of their Membership Deposit, unless otherwise indicated in the Application for Membership. The obligation to repay the Membership Deposit shall be limited solely to the Company and no officer, director, shareholder or affiliate of the Company shall be obligated to repay the Membership Deposit.

3 Year Vesting Plan of Refundable Membership Deposits. Legend Community Golf, Legend Golf, Legend Corporate Golf, Legend Community Sport and Legend Sport Memberships are 100% refundable upon the three year anniversary date of the

accepted and approved membership application. For memberships approved prior to 12/31/07 the three year anniversary date of the membership begins vesting on 1/1/08 and is deemed fully vested on 12/31/10. Vesting schedule is as follows:

0-12 months from application date 0% refundable
12-24 months from application date 33% refundable
24-36 months from application date 66% refundable
36 months and after application date 100% refundable

Any portion of the deposit not vested and not refunded will be retained by the club as a non refundable initiation fee.

The Club's obligation to repay Membership Deposit or provide transferability or other features of the Membership may be changed at any time for unsold Memberships. This change will not affect the Membership rights of persons who have acquired Memberships in the Club prior to the time the change takes effect. Members may be subject to a transfer fee as set forth in their application for membership.

The Membership Deposit of a Legend Founder, Legend Golf, Legend Community Golf or Legend Sports Member will be refunded, without interest, upon the earlier of the following:

- (a) thirty years after the date the Membership is issued by the Club,
- (b) within thirty days after the reissuance of a resigned Membership by the Club to a new Member, or
- (c) within thirty days after the Club receives written notice of the death of a Member and refund request.

The amount to be repaid to a resigning Member will be set forth in the Member's Application for Membership. The difference between the amount paid by the new Member and the amount refunded to the resigning Legend Founder and Legend Golf, Legend Community Golf, Legend Community Sports or Legend Sports Member will be retained by the Club.

At the end of the thirty (30) year period, and as long as Memberships are then being offered, a Member can elect to renew his or her Membership privileges for another thirty (30) years at the Membership Deposit previously paid instead of receiving a refund of the Membership Deposit.

Only the club may market and sell memberships to the club. Should a Member desire to resign from the Club, the Member shall be required to give written notice to the Club. The resigned Membership will be placed on a waiting list and will be reissued on a first-resigned, first-reissued basis as follows:

- (a) Prior to the initial sale of all of the Memberships in the resigned Member's category of membership, every third Membership issued in that category when there is a membership on the waiting list will be a resigned Membership from the waiting list (the other two Memberships being from the Club's unissued Memberships). This procedure allows the reissuance of resigned memberships prior to the issuance of all Memberships in the Club.
- (b) After the initial sale of all Memberships in the resigned Member's category of Membership, each Membership issued in that category will be a resigned Membership from the waiting list.

Transferability. Legend Founder, Legend Real Estate Investor, Legend Community Golf, and Legend Community Sport memberships are transferable through the club to a third party with the sale of a home, lot or condominium in the Legend at Bergamont Community. Such designee must be pre-approved by the club and is not subject to any waiting list then in place.

Membership Deposit, Dues and Charges. The Membership Deposit and other terms of the Membership will be established, from time to time, by the Club in its sole and absolute discretion. Members shall not be obligated to pay additional Membership Deposits or other joining fees in the future to be able to continue to use the Club Facilities for the term of their Membership.

Dues, charges and fees will be established each year by the Club in its sole discretion. Dues shall be payable in four equal installments – January through April, unless otherwise determined by the Club. Members' dues and other fees shall be due and payable on or before the first day of the month unless otherwise determined by the Club. **In all golf**

level memberships, at the least, the primary member is required to retain and be responsible for a minimum of (1) Clubhouse Locker, along with any applicable fees. In all golf and sport level memberships, the member(s) are required to pay for a Family Range Fee and Mill River Merchandise Fee.

If the Member's Club Account is delinquent by thirty (30) days or more, the Club may at its option take whatever action it deems necessary to effect collection, including suspension, termination or other disciplinary action or legal action. Past due bills, at the discretion of the Club, may be charged a one and one-half percent (1.5%) service charge per month from the date of the statement until paid in full, with a minimum service charge per month of \$10.00. The Member shall be liable for any attorneys' fees and costs (including such fees required in connection with appeal proceedings) incurred in connection with the collection of such delinquent account(s). Research on any member accounts over 60 days will be charged at \$28 per hour.

In the event of a Member's death, the heirs, successors, assigns and estate of the Member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred by the Member until the date of his or her death.

Categories of Membership. In order to provide exclusivity and availability of facilities and services to Members, the Club is offering a limited number of Memberships in the following categories: Legend Founder Membership, Legend Real Estate Investor Membership, Legend Community Golf Membership, Legend Golf Membership, Legend Corporate Golf Membership, Legend Community Sport Membership, Legend Sport Membership & Legend Social.

Description of Membership Privileges. Each person who acquires a membership will be entitled to use the Club Facilities in accordance with his or her category of membership and the terms and conditions of this Membership Plan. The membership privileges currently associated with each category of membership are as follows:

Legend Founder Membership. Each Legend Founder Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Founder Members are entitled to reserve tee times fourteen days in advance. Legend Founder Members shall not pay dues until the first day of the membership year 2009. Legend Founder Members also receive ten (10) complimentary golf guest passes annually until the membership year 2009. Legend Founder Memberships are 100% refundable. Legend Founder Members have the exclusive right to transfer its full golf member benefits to a home, lot or condominium owner in The Legend at Bergamont community.

Legend Real Estate Investor Membership. Each Legend Real Estate Investor Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Real Estate Investor Members are entitled to reserve tee times fourteen days in advance. Legend Real Estate Investor Members shall not pay dues until the first day of the membership year 2009. Legend Real Estate Investor Members also receive ten (10) complimentary golf guest passes annually until the membership year 2009. Legend Real Estate Investor Memberships are NON refundable. Legend Real Estate Investor Members have the exclusive right to transfer its full golf member benefits to a home, lot or condominium owner in The Legend at Bergamont community.

Legend Community Golf Membership. Each Legend Community Golf Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Community Golf members are entitled to reserve tee times fourteen days in advance. Legend Community Golf Memberships are 100% refundable. Legend Community Golf Members have the exclusive right to transfer its full golf member benefits to the purchaser of their home, lot or condominium in The Legend at Bergamont community.

Legend Golf Membership. Each Legend Golf Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the golf, tennis, fitness, pool and social facilities of the Club. Legend Golf members are entitled to reserve tee times fourteen days in advance. Legend Golf Memberships are 100% refundable but NOT transferable.

Legend Corporate Golf Membership. Each Legend Golf Membership entitles the companies designated families, husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis, to the same privileges and responsibilities as Legend Golf Members. Legend Corporate Golf Memberships are 100% refundable and transferable to an approved employee of the company.

Legend Community Sport Membership. Each Legend Community Sport Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the tennis, fitness, pool and social facilities of the Club. Legend Community Sports members will also be entitled to play golf upon the payment of a preferred playing fee with a five day advance sign-up privilege, subject to other tee time restrictions as may be established from time to time. Legend Community Sport Memberships are 100% refundable. Legend Community Sport Members have the exclusive right to transfer its full sport member benefits to the purchaser of their home, lot or condominium in The Legend at Bergamont.

Legend Sport Membership. Each Legend Sport Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the tennis, fitness, pool and social facilities of the Club. Legend Sports members will also be entitled to play golf upon the payment of a preferred playing fee with a five day advance sign-up privilege, subject to other tee time restrictions as may be established from time to time. Legend Sport Memberships are 100% refundable but NOT transferable.

Legend Social Membership. Each Legend Social Membership entitles the husband and wife and their unmarried children under twenty-three, living at home or attending school on a full time basis to use all of the dining and social activities of the Club. Legend Social Memberships are NON refundable and NON transferable.

Exchange of Membership Privileges. Members may arrange through the Club to exchange their Membership privileges with those of another Member upon obtaining the approval of the Club and upon the payment of all the respective dues, fees and charges by the exchanging Members. The right to exchange Membership privileges shall be on a membership year basis, and shall not affect the exchanging Member's rights to their underlying Membership or obligations for such Membership. The Club may promulgate rules concerning the exchange of Membership privileges. Only Members may exchange Membership privileges with other Members.

Number of Memberships. The combined number of Legend Founder and Legend Golf Memberships, including Legend Corporate Golf designees, shall not exceed three hundred fifty (350), provided that the maximum number of Memberships in each such category shall be determined by the Club from time to time. The number of Legend Community Sports and Legend Sports Memberships in the Club will be limited to three hundred (300). The number of Legend Social Memberships in the Club will be limited to one hundred (100).

The foregoing represents the maximum number of Memberships that can be issued in the various categories of Membership offered by the Club. The number of Memberships which are ultimately issued in any given category may be less than the maximum permitted depending upon Member usage patterns, the ability of the Club to provide services and facilities to meet the expectations of its Members and other relevant factors, as determined by the Club in its sole discretion.

Upgrading Members will at all times have the right to upgrade to a higher category of Membership if the higher category of Membership is then available and not reserved. In order to upgrade, the Member shall pay to the Club the difference between the Membership Deposit previously paid by the Member for the lower category of Membership and the Membership Deposit then charged for the higher category of Membership.

Waiting List. If Memberships are not available, the Club will establish a waiting list of those persons who have notified the Club in writing of their desire to purchase a Membership. Members of the Club who desire to upgrade to a higher category of membership will have priority over non-members for any available Membership.

An additional refundable deposit of \$5,000 will be required of a Legend Sport member requesting to be placed on the waiting list for Legend Golf membership availability. Upon acceptance of written intent to upgrade to Legend Golf membership status and receipt of the additional deposit, the club will assign a wait list number for purposes of establishing priority for future golf memberships. The future price of a golf membership will be established and "locked in" upon wait list acceptance.

Once a golf membership becomes available, the upgrading member with priority must pay the full price of refundable Legend Golf membership as established upon wait list acceptance. Refundable deposits previously paid to join as a

Legend Sport member as well as the refundable wait list deposit will be credited against the full price of a Legend Golf membership.

Any Legend member on the wait list to upgrade who opts not to upgrade when the opportunity is presented, will be removed from the wait list to upgrade and will have their wait list deposit refunded to them within 60 days.

Resignation. A Member of the Club may resign at any time; however, no resignation shall be accepted by the Club until all financial obligations of the member are settled in full, including payment in full of refundable membership deposit if portions remain unpaid. Upon the resignation of a member, all right, title and interest of the member in the membership possessed by the member prior to such resignation shall revert to the Club. Dues, as well as food and beverage minimums, are annual commitments to the club and resignation during the year does not absolve the member from these obligations. A resigning member shall remain liable in full for all dues, food and beverage minimums and charges through December 31 of that year, even if the resigning member has failed to use the Facilities. All resignations must be in writing and sent by certified United States Mail at least thirty (30) days prior to the effective date of resignation. Resignations will not be accepted until all financial obligations are settled in full.

Change in Family Status. When a Membership is issued in the name of more than one person, each person will be jointly and severally liable for all dues, fees and other charges and liabilities associated with the Membership. In the event of the divorce or separation of married Members, the Membership, including all of its rights and benefits, will vest in the spouse awarded the Membership by an agreement of separation or a decree of divorce. Until the award of the Membership and written notice thereof provided to the Club, both spouses will be jointly and severally liable for all dues and charges. The Club reserves the right, in its sole discretion not to transfer the Membership to either spouse if the Club is unable to determine the person who is lawfully entitled to receive the Membership.

Payment of Dues by a Resigned Member A resigned Member who desires to have his or her Membership reissued by the Club shall be obligated to continue to pay dues, fees and other charges associated with the resigned Membership until the reissuance of the Membership or until the end of that membership year. No dues previously paid by a resigned member shall be returned or prorated. A resigned Member shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid by the resigned Member.

Suspension. The Owner shall, at all times, have the absolute right to suspend, for either a definite or indefinite period, the member privileges of any member who, at the sole discretion of the Owner, is in default on any amount due to the club for refundable membership deposits, membership dues or any charges incurred at the Club that have been applied to the member's charge account, has violated these Rules and Regulations, the Golf Rules and Regulations of Play, or the Pool Rules and Regulations, or whose behavior is considered disruptive to the operation of the Club and/or its members. A suspended member shall remain obligated to pay all dues, refundable membership deposits, Food and Beverage spending minimums, as well as any accrued late fees and finance charges following the effective date of suspension during such period of time as the suspension remains in effect. No dues previously paid by a suspended member shall be returned or prorated.

Right to Repurchase Membership. The Owner at all times reserves the right to repurchase any membership in any membership category with or without such member's permission and even if such member is in good standing and has fully paid all outstanding dues and charges. Upon payment of the repurchase price set forth below, the Owner shall have completely satisfied and fulfilled all its obligations and liabilities of such member.

Use of Facilities

Guest Privileges. Any member may invite guests to use the Facilities in accordance with the privilege afforded such member by these Rules and Regulations, the Golf Rules and Regulations of Play, the Tennis Rules and Regulations, the Pool Rules and Regulations, any Rules as listed in the Annual Membership Directory, and such other rules and regulations as the Club may establish from time to time. All guests must be accompanied by the member unless the member has received permission to the contrary expressly from the Managing Partner. All Guest Fees must be paid or signed by the member in advance. Any member inviting a guest or guests to use the Facilities shall be responsible for any debts incurred by him, for their conduct, and for any damage done by them to the Facilities. The Managing Partner may, at his discretion, limit the number of guests invited on any given day. Guests shall not be permitted to attend events which are made available to members only unless otherwise indicated as per format of the event or without the express prior approval of the Managing Partner. The Club, at its sole discretion, may deny guest privileges to any individual for any reason whatsoever.

All Guests shall be designated as either Accompanied (uses facilities of the Club in the company of the Member) or Sponsored Guests. A Sponsored Guest is defined as a Guest sponsored by the Member but using the facilities of the Club without the Member. Sponsored Guests may be registered by the Sponsoring Member with the Club prior to arrival of the Guests, subject to such restrictions, if any, that the Club may from time to time impose in this regard.

The Club may also, from time to time, restrict or limit the use of the Club Facilities by Sponsored or Accompanied Guests.

Personal property loss The Owner shall not be responsible or liable for any loss of personal property, including but not limited to golf clubs, clothing, or jewelry left in or on the premises of the Club, whether in storage, lockers or otherwise.

Use of Golf carts. Golf cart rentals shall be subject to the terms and conditions contained in the Golf Rules and Regulations of Play. Golf cart drivers and their passengers (herein collectively referred to as "Cart Users") shall be responsible for and shall pay for any damages that are sustained to a golf cart while the golf cart is in their possession. Cart Users shall be personally responsible for any bodily injury and/or property damage incurred by reason of the use of their golf cart. Cart Users agree to indemnify and hold the Owner and the employees of the Club harmless from any liability, damage, loss, or claims of any nature whatsoever that may arise from or through the use of a golf cart.

Minimum Spending Requirements.

- A.** Minimum spending requirements apply to all food and beverage purchased at The Legend, excluding the mandatory service charge for restaurants or banquets. State and local sales tax is added to all purchases.
- B.** All minimum periods end on the last day of the month.
- C.** The monthly minimum requirements apply to all membership categories.
- D.** The monthly minimum applies for January through April and October through December.
- E. The F&B minimum is \$100 per applicable month.**

Food & Beverage Service Charge. For the convenience of all Members, a Service Charge percentage, as determined by the Club, shall be added to all food and beverage sales which are charged through the members' monthly statement. For 2008, the food & beverage service charge is twenty percent (20%). Member cash and credit card food & beverage purchases will not be automatically charged the 20% service charge.

Tipping. Additional tipping is allowed, if you write the tip on your dining room chit, 100% of the additional tip will be allocated to your server on their payroll check. Cash tipping is allowed, though not expected, throughout the Club.

Public Play Will Cease. The Legend at Bergamont will operate as a semi private facility until all facility construction is complete and upon the acceptance of 200 Legend Golf Memberships (*including Founders & Corporate designees*).

Public Play, Promotional Use, Tournament or Group Play and Other Users The Club will have the right to designate other persons who will not count toward Membership limits, including, without limitation, officers, directors, partners, employees and designees of the Company and its affiliates and their guests to use the Club Facilities upon such terms and conditions determined by the Club. The Club will also have the right to permit prospective purchasers of Memberships in the Club to use the Club Facilities on such terms and conditions determined by the Club. The Club reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament, group or individual play, outings, parties, receptions and other special events from time to time.

General Release. Each member, and the members of the member's family, the member's guests, employees or other person who in any manner makes use of or accepts the use of any of the Facilities, including but not limited to, any apparatus, appliance, facilities, golf course, pool, lockers, showers, or other privileges or services whatsoever, or who engages in any contest, game, exercise, competition or any other Club activity, either on or off premises, including, without limitation, the Club parking facilities, shall do so at his own risk and shall hold the Club, the Owner and the employees of the Owner harmless from and against any injury, damage, liability, loss or claim resulting from such use, contest, game, exercise, competition, service or other activity, and/or motor vehicle by reason of any act or omission of the Owner or any employee of the club. Nothing herein contained shall give any member the right to use any of the Facilities except as permitted by the Rules and Regulations, the Tennis Rules and Regulations, the Golf Rules and Regulations of Play, and the Pool Rules and Regulations.

Property Damage and Personal Injury Any Member, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service (including golf clubs and golf balls) whatsoever owned, leased 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 Club's premises, shall do so at his or her own risk, and shall indemnify and hold harmless the Club, the Company and its affiliates, their partners, directors, officers, employees, representatives, agents and members of the Club's advisory boards, committees, and/or subcommittees from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or resulting from any act or omission of any partner, director, officer, employee, representative, agent or Member of the Club's advisory boards, committees, and/or subcommittees, or its affiliates, or arising out of or incident to membership in the Club or use of the Club Facilities. All Members shall indemnify and hold harmless the Company and its affiliates, their partners, directors, officers, employees, representatives, agents and Members of the Club's advisory board, committees, and or subcommittees hereunder in respect to any such loss, cost, claim or injury, damage or liability sustained or incurred by any Guest of such Member.

Should any party bound by these rules and regulations bring suit against the Club on any claim or matter, said party shall be liable to the Club for all costs and expenses incurred by the Club in the defense of such suit (including attorneys' fees and expenses through all appellate proceedings).

The Club is not responsible for any private property brought onto the Club's premises. Any private property which may have been left, without payment of storage thereon, in or on the Club's premises for one (1) year or more may be disposed of or sold by the Club, with or without notice, at public or private sale and the proceeds, if any shall belong to the Club.

Discipline. Members are responsible for their own conduct and for the conduct of their family and Guests. Any Member whose conduct or whose family's or Guest's conduct shall be deemed by the Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members, may be reprimanded, fined, suspended and/or expelled from the Club. The Club shall be the sole judge of what constitutes improper conduct likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members, but improper conduct will include a Member or Guest: (i) failing to meet eligibility for Membership, (ii) submitting false information on the application for Membership, (iii) allowing his or her Membership Card to be used by a non-member, (iv) failing to pay Membership Deposits, Membership dues, and Club Account charges in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established from time to time, (vi) abusing Club 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.

Any Member accused of improper conduct shall be notified, except that notification is not required for failure to timely pay dues, fees and other charges, 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 enjoy the privileges of the Club. The Club may, without a hearing, immediately suspend and/or, after notice, terminate a Membership for failure to pay when due Membership dues and Club Account charges.

The Club may suspend a Member and/or his or her family and/or Guests from some or all Membership privileges of the Club for a period of up to one (1) year. Dues and other obligations shall accrue during such suspension and shall be paid in full before reinstatement of full privileges.

Mailing Address Each Member shall be responsible for notifying the Club, in writing, of his or her mailing address and any changes thereto, to which the Member wishes all notices and invoices from the Club to be sent. A Member shall be deemed to have received mailings from the Club ten (10) days after they have been mailed to the address on file with the Club.

Membership Correspondence. Complaints or suggestions concerning the management, services or operation of the Club should be in writing, signed by the Member, and addressed to the Managing Partner. Members should address all correspondence to the Club to:

The Legend at Bergamont
1 Legend Way
Attention: Managing Partner
Wales, Wisconsin 53183
262 968 9717
jgaudion@thelegendatbrandybrook.com

Arbitration. In the event there is a dispute concerning the rights and obligations of the Members or the Club under the Membership Plan or these Rules and Regulations, the matter may, at the Club's sole discretion, be submitted to binding arbitration, by either the Club or the Board of Advisors. The arbitration shall consist of three arbitrators (unless the parties mutually agree to only one arbitrator) as follows: The Club and the Board of Advisors shall each select one arbitrator five (5) days after receipt of notice by the other party invoking arbitration. The two arbitrators then shall jointly select the third arbitrator within ten (10) days. All three arbitrators shall be required to be partners or principals of accounting firms, which firms and partners or principals are nationally recognized in country club accounting or such other persons as the Club and the Board of Advisors mutually agree upon. The decision of two of the three arbitrators shall be deemed to be the decision of the arbitrators and shall be binding on both parties as hereinafter provided. The Club and the Board of Advisors shall each submit a proposal setting forth its proposed resolution of the issue(s) submitted to arbitration within ten (10) days notice of the selection of the third arbitrator by the first two arbitrators. The decision of the arbitrators, where appropriate, shall take into account the operation of the Club Facilities in comparison with the operation of other similar clubs in Wisconsin. The arbitrators shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel, conduct cross examination and have a court reporter present. The arbitrators shall only select one of the resolutions proposed by the parties within thirty (30) days after the date upon which the last party submitted its proposal to the arbitrators. Judgment upon the decision rendered in such arbitration may be entered and enforced by any court having jurisdiction thereof. The arbitration proceeding shall be governed by the rules of the American Arbitration Association then in force and shall take place in Waukesha County, Wisconsin. The prevailing party as designated by the arbitrators, shall be entitled to recover all costs and reasonable attorney's fees and related costs, fees or expenses of the arbitration and, in the case the Club is the prevailing party, the amount to be recovered shall be added proportionately

to the dues of the Members.

RULES *Clubhouse Rules and Regulations*

Rules of Conduct. Members are requested to observe all normal rules of etiquette so Club facilities may be enjoyed by all. Quiet enjoyment of the club and proper decorum must be observed in the Clubhouse and on the grounds at all times. Conduct and appearance shall adhere to standards of good taste at all times. The Clubhouse shall be under the supervision of the Managing Partner for the efficient operation of the Club. The Managing Partner shall have full and complete charge of the Clubhouse and grounds at all times.

Rules of Operation. The schedule of operation for the Clubhouse shall be posted by the Managing Partner from time to time and is subject to change by the Managing Partner at his discretion. Hours of operations and dates and times of opening and closing of the Club are subject to the discretion of the Managing Partner and the Owner of the Club. Specific hours of operations and the times of any special events shall be announced in the Club Calendar of Events.

Hours of Operation

April through October

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Golfer's Grill	11-4*	11-4*	11-4*	11-4*	11-4*	11-4*	11-4*
Legend Bistro Grill	11-8*	11-8	11-8	11-8	11-9	11-9	11-9
Legend Lounge	11-Close*	11-Close	11-Close	11-Close	11-Close	11-Close	11-Close

** Golfers Grill & Bistro & Lounge availability subject to daily golf activity*

Memorial Day to Labor Day

Poolhouse Grill	11-6*	11-6*	11-6*	11-6*	11-6*	11-6*	11-6*
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** Pool house grill availability subject to weather and daily pool activity*

November through March

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Golfer's Grill	Closed	Closed	Closed	Closed	Closed	Closed	Closed
Legend Bistro Grill	Closed	Closed	11-8	11-8	11-9	11-9	11-8
Legend Lounge	Closed	Closed	11-Close	11-Close	11-Close	11-Close	11-Close
Poolhouse Grill	Closed	Closed	Closed	Closed	Closed	Closed	Closed

Reservations.

A. Reservations are required for all special Club functions and encouraged for regular activities. Members are asked to assist in maintaining required service levels by making dinner reservations prior to 5:00 p.m. on the day involved. Reservations will be held only one-half hour past their stated time, and no guarantee of available space will be made past that time unless prior arrangements have been made with the Catering Manager. **Reservations for club functions may be canceled only on a minimum of 48 hours notice. A cancellation fee will be charged to any party who fails to cancel an unused reservation.** For a party of sixteen or more, a forty-eight hour advance notice is required and a set menu should be arranged whenever possible.

B. Member's private parties and receptions shall be permitted subject to the following terms and conditions:

1. Reservations and arrangements must be made in advance with the Catering Manager.
2. Members must accept full responsibility for payment of private parties and the conduct of their guests.
3. Guests must comply with all Club conduct and dress requirements.
4. Special event functions shall be scheduled from time to time at the discretion of the Club.
5. Reservations for banquets should be made at least three weeks in advance. All Members must conform to the deposit schedule for reservations. A non-refundable deposit may be required for a banquet reservation.
6. The dining and special event reservation policies shall be determined by the Club.
7. No Member or committee shall plan or set dates for dining room activities without prior approval of the Catering Manager.

8. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouses, pool or other designated areas of the Club only with the permission of the Catering Manager.

Attire, Grooming and Conduct.

- A. Attire and grooming shall not be such as to generally offend other members or their guests. Persons in bare or stocking feet are not allowed in the Clubhouse or on the Club grounds except as authorized in the swimming pool or locker rooms.
- B. Attire for special Club functions shall be in accordance with the information published for each occasion.
- C. Members shall conduct themselves in a manner which will not interfere with enjoyment of the Club by other members and their guests. The use of obnoxious language and boisterous behavior are specifically prohibited.
- D. Items that are deemed inappropriate at all times in The Legend clubhouse are short shorts, athletic or jogging shorts, cutoffs, halter tops, tank tops and t-shirts. Wearing of spiked shoes is not permitted anywhere in the clubhouse or golf course.

Smoking. Smoking is not permitted inside any Club Facility.

Cell phones are allowed in the Clubhouse only if the ringer is turned off or on vibrate. Any conversation on a cell phone that is considered disruptive to other members must be terminated or continued in an area that would not offend other members.

Guests.

- A. Members may bring guests to the Club at prescribed times.
- B. Members are responsible for the conduct and all obligations incurred by their guests.
- C. The Club, at its sole discretion, may deny guest privileges to any individual for any reason whatsoever.
- D. Parents and guests bringing small children to the Club must keep them in their presence and under their control, and are not allowed in the bar area at any time.
- E. Dining room activities for groups shall be permitted with the permission of the Managing Partner.

Minors.

- A. Anyone under the age of 18 years shall be considered a minor for the purpose of all applicable rules and regulations.
- B. Generally, no unattended minors are permitted in the Clubhouse or on Club property, unless they are mature enough to be responsible for their conduct. No minors age fourteen (14) and under will be permitted in the Legend Bistro Grill unless under the supervision of an adult. "Supervision" shall be defined as "an adult member of the Club shall be present at the table for which service is being requested". Member parents or guardians of minors will be held directly responsible for the actions of their minor children or their guest's minor children when such minors demonstrate that they are incapable of acting in accordance with established policies of the Club. In cases of repeated violations, restrictions may be imposed on family use of facilities and property.

Food and Beverage.

- A. Only food and beverage purchased from the Club may be consumed on the Club's premises.
- B. Food and beverages must be consumed only in authorized areas on the Club's premises.
- C. Alcoholic beverages shall be served only in accordance with state law, and liquor law violations are prohibited on the Club's premises. **IT IS ILLEGAL FOR ANY MEMBER OR GUEST TO BRING ALCOHOLIC BEVERAGES ONTO CLUB PROPERTY FOR PURPOSE OF CONSUMPTION, USE, OR STORAGE ON THE PREMISES AND TO TAKE ALCOHOLIC BEVERAGES OFF THE PREMISES.**
- D. No alcoholic beverages will be sold to anyone under the age of twenty-one (21) years. No one under the age of twenty-one (21) years are allowed to sit at the bar or at the bar tables.
- E. All alcoholic beverages consumed or otherwise possessed on the Club Facilities must be purchased at the Club, with the exception of alcoholic beverages donated for charity events.
- F. The Club reserves the right, in its sole discretion, to refuse service to a Member or Guest when that Member or Guest appears to be intoxicated

Entertainment Performance by entertainers shall be permitted on the Club Facilities only with the permission of the Catering Manager or Managing Partner.

Lockers and Club Storage. Lockers in the main clubhouse are made available to golf members only on an annual basis upon payment of the annual locker fee. **In all golf level memberships, at a minimum, the primary member is required to retain and be responsible for of (1) Clubhouse Locker, along with any applicable fees.** The staff will be responsible for issuing lockers. The following rules have been established for the use of the locker room and lockers:

A. Towels and other items which are Club property shall not be taken from the premises or kept in lockers and shall not be available for use outside the locker rooms.

B. Golf clubs and golf bags shall not be stored in lockers. Each member receiving a locker is responsible for the safekeeping of all items within the assigned locker. **NOTE: THE CLUB SHALL NOT BE RESPONSIBLE FOR LOSS BY ANY CAUSE WHATSOEVER OF PERSONAL PROPERTY OR EFFECTS LEFT IN OR ABOUT THE CLUBHOUSE OR GROUNDS.**

C. Locker room and Club bulletin boards shall not be used for the purpose of promoting any activity other than activities relating to the Club unless prior approval has been granted by the Managing Partner.

D. Lockers for guests may be arranged on a single-day basis through the locker room attendant if available.

E. Umbrellas are not permitted to stand open in locker rooms.

F. An adult must supervise children under sixteen (16) years in the locker rooms, except for Junior Golf Days.

G. It is recommended that at the end of each season all members remove all articles contained in their lockers.

Parking.

A. All persons must drive and park motor vehicles in accordance with posted and marked regulations.

B. Only Golf Course maintenance vehicles are allowed on the Golf Course.

C. The Club will not be responsible for loss or damage to automobiles driven or parked on the Club premises.

D. Driving Safety.

1. You should always drive slowly and carefully on the driveways and parking areas of the club. Remember that pedestrians always have the right-of-way.
2. Park vehicles only in the areas provided for this purpose. Never block the entrance, fire hydrants, or park in areas posted "No Parking".
3. Avoid the use of vehicle horns except in the interest of safety.

Nepotism Rule. No direct relation (defined as child, parent, sibling or spouse) of a member will be employed in any position with the Club.

No animals.

A. Non Club-owned dogs or other animals are not allowed anywhere on the Golf Course or Club property at any time, whether or not they are attended.

B. Owners of pets will be held directly responsible for any damage created to the Golf Course or Club property by their animals. The cooperation of the local enforcement agencies will be used by the Club to implement this regulation.

Complaints and Grievances.

A. Any suggestions or complaints regarding service rendered by Club personnel must be made to the Managing Partner or Department Head in writing over a member's signature. Members are requested to refrain from talking to employees, other than the Managing Partner, Department Head or his or her superiors about such matters.

B. No employee shall be reprimanded in any way by a member. Inattention to duties or lack of courtesy, when reported to the Managing Partner, will receive his or her immediate attention.

C. All members and employees of the Club are requested to report any violation of the rules and regulations to the Managing Partner. Members violating the Club rules and regulations will be subject to such action as is deemed necessary in accordance with the Club rules and regulations.

D. Employees are to be treated in a courteous and considerate manner.

E. A member shall not have the right to request personal service of any employee when that service requires the employee to leave his area of responsibility.

Charge Privileges. All charge slips must be signed by a member or an authorized member of the member's family who shall sign the member's name and number. Charge privileges may be suspended if a member is more than thirty (30) days delinquent, measured from the billing date, in paying a bill.

Solicitations. The solicitation of funds or subscriptions for any purpose or the sale of raffle or lottery tickets on the Club premises is strictly prohibited. Commercial advertisements or solicitations shall not be posted or circulated in the Club without the prior approval of the Managing Partner. No petition, poster or promotional materials shall be originated, solicited, circulated, or posted on the Club's property unless otherwise approved in writing by the Club. Membership lists are not to be used by members of the club for business or charitable solicitation purposes of any kind.

No Liability. The Club assumes no responsibility for the loss of personal property on the Club premises. Members and their guests are responsible for securing and insuring their personal property against loss. Any person who finds a lost item of personal property is requested to leave it at the front desk.

Amendments. The Club reserves the right in exercise of its sole discretion to amend these rules and regulations from time to time

GOLF RULES

Hours of Play. Hours of play shall be as posted from time to time by the Head Golf Professional and are subject to change. The Managing Partner, upon consultation with the golf course superintendent, is authorized to determine when the golf course is fit for play. His decision shall be final. In his absence, the course superintendent shall make the decision. If lightning is in the area, all play shall cease.

Golf Shop Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
April	8-6	8-6	8-6	8-6	8-6	7-6	7-6
May	8-6	8-6	8-6	8-6	8-6	7-7	7-7
June	8-6	8-7	7-7	7-7	7-7	7-7	7-7
July	8-6	8-7	7-7	7-7	7-7	7-7	7-7
August	8-6	8-7	7-7	7-7	7-7	7-7	7-7
September	8-6	8-6	8-6	8-6	8-6	7-7	7-7
October	Closed	8-6	8-6	8-6	8-6	7-6	7-6
Nov. - March	Closed	Closed	9-5	9-5	9-5	9-4	9-4

Tee Time Reservations. All players should have a starting time reserved through the Golf Shop. The staff shall assign the starting time depending on availability. Starting times may be made by phone during Golf Shop hours. The Member receiving a tee time must give his or her name and the names of the other group members at the time of reservation. Start time changes must be approved by a member of the Golf Shop staff.

Golf Member Exclusive Tee Times. Golf members can make tee times one month in advance.

The first two tee times of every hour are held for golf members & their accompanied guests only until 48 hours before that day. Any unreserved tee times will then be released to sport members and to other guests inside the 48 hour window. Sport members can make tee times three weeks in advance & public golfers can make a tee time two weeks in advance. Groups of 16 or more can make a tee time anytime but subject to cancellation for groups larger than 100 players. The Golf Member tee times may be released for a group golf outing, junior or women's golf programming. When possible, those golf member reserved times affected by other play / programming will be allocated at other times in the same day.

A. The golf sign-up privileges for Members are as follows:

<u>Membership Category</u>	<u>Sign-up Privilege</u>
Legend Founding Golf & Legend Golf Members	One Month
Legend Sport Members	21 days
Public Play	14 days
Guest Playing with Member	Same as Members
Sponsored Guests (Unaccompanied)	14 days

Registering. All members of the Club, their family members, and their guests must register in the Golf-Shop at the Clubhouse for their tee times and carts prior to playing any part of the Golf Course. The name of each member, family member and guest must appear on the starting sheet. Failure to check in and register ten minutes prior to a reserved starting time may cause cancellation or rescheduling of the starting time. Players late for their starting time will lose their right to the starting time and shall begin play only at the discretion of the Head Golf Professional.

Starting. All players must start on No. 1 tee unless otherwise directed by the Pro-Shop and must register with the Starter. Starting on any other portion of the Golf Course is absolutely prohibited. Single players have no standing on the Golf Course and must not interrupt or delay other players.

A. Starting times may be reserved with the Pro-Shop.

B. Fivesomes are permitted on the Golf Course only upon securing special permission from the Golf Professional.

C. Twosomes may play only at the discretion of the Golf Professional. 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.

- D. Twosomes and singles will be grouped with other players, if available and, if necessary, at starting times determined by the Golf Staff. Singles may not reserve starting times.
- E. Golfers will be required to begin play promptly at the allocated starting time. Tee times will be forfeited if at least 3 members of the foursome are not prepared to begin play on schedule.
- F. Double tee starting times and shot gun starts may be in effect from time to time.
- G. No one is allowed to start play on the tenth tee without prior approval of the Golf Professional.

Rules of Play.

- A. Play on the Golf Course shall be governed by the rules and regulations of the United States Golf Association with the exception of any local rules that are posted or printed on the scorecard.
- B. Play must be from the markers as placed on the tee boxes.

Practice and Lessons. Members shall use the driving range and practice green **only** for practice or when otherwise under instruction by one of the Golf Professionals. Under no circumstances are the regular tees, greens, or fairways to be used for practice. Lessons for golf instruction may be made by reservation directly with the Pro Shop.

Practice Range Policy.

- A. Range balls are available at the Member Tee of the Practice Range.
- B. Use of range balls are not allowed anywhere except on the range.
- C. Retrieving balls from the range is prohibited.
- D. All golfers are required to hit from the designated tee space.
- E. Practice in other than designated area is prohibited.
- F. Practice Range will close one hour before dark.
- G. It is the Member’s responsibility to repair ball marks and divots on the practice area.
- H. Adult use of the range takes precedence over Junior Players and Junior use shall be at the discretion of the Golf Professional. No more than three stalls may be occupied by Juniors without permission from the Golf Professional.

Closing of the Golf Course. The Managing Partner, upon consultation with the golf course superintendent, is authorized to determine when the golf course is fit for play. His decision shall be final. In his absence, the course superintendent or Head Golf Professional shall make the decision. If lightning is in the area, all play shall cease.

Refusal of Privileges. The Head Golf Professional shall have the right to refuse Golf Course and Club privileges to anyone who, in the judgment of the Head Golf Professional, violates established rules and decorum. Failure to cooperate with the Head Golf Professional may result in disciplinary action.

Personal Property. Members are reminded not to leave unguarded golf bags or personal property in unlocked vehicles or on any fairway or green or in bag room. The Club shall not be responsible for lost or stolen property.

Dress Code.

A. Proper golf attire is required for all Members and Guests at all time. A description of “proper attire” shall be posted prominently in the men’s and women’s locker rooms from time to time. Members are expected to ensure that their Guests and family members adhere to such rules.

Acceptable

Not Acceptable

Men: Shirts with collars and sleeves, slacks and golf shorts up to four inches above the knee are considered appropriate attire.

Women: Dresses, skirts, slacks, golf shorts up to four inches above the knee and blouses are considered

Tank tops, tee shirts, crew neck shirts, cut-offs, jams, sweat pants, blue jeans, bathing suits or other athletic shorts more than four inches above the knee are not permitted.

Halter tops, tee shirts, crew neck shirts, bathing suits, sweat pants, blue jeans, tennis dresses or athletic shorts more than four inches above the knee

appropriate attire are not permitted.

Shoes: Appropriate golf shoes or approved Shoes are required on the golf course and practice area. Use of shoes other than golf shoes must be approved by the Golf Professional. Metal spikes are not permitted.

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

C. Each player must have his or her own set of clubs when playing the Golf Course.

D. Behavior which is generally obnoxious to other players, including the use of obnoxious or abusive language is strictly prohibited.

Cell phones are allowed on the golf course if the ringer is turned off or on vibrate. Any conversation on a cell phone that is considered disruptive to other members must be terminated or continued in an area that would not offend other members.

Guests. The member must register himself and his guests in the pro shop prior to play and pay the applicable guest fee. Failure to register a guest will result in a disciplinary action plus assessment of the applicable guest fee against the member.

A. Legend Sport members may pay a preferred guest fee to play the golf course.

B. Members wishing to sponsor more than seven guests for golf on any day may do so only at the express permission of the Managing Partner.

Pace of Play. The Legend's Pace of Play Culture is simple...golf should be played in 4 hours or less. The group behind you shouldn't have to wait, unless you are waiting for the group in front of you. Members and guests are expected to complete 18 holes of golf in 4 hours and 12 minutes (14 minutes per hole) or less. It is the members' responsibility to be aware of their position on the course. If a foursome or other group of players fails to keep their place on the course and falls behind the preceding group by more than one hole, the group must allow the following group to play through or skip a hole, as required, to assume their position. No more than five minutes may be used to search for lost balls. **Members who habitually exceed the pace and position requirements listed above face possible club disciplinary action including restricted tee time access.**

All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at that tee or they shall lose their position on the golf course and must get permission from the Golf Professional to resume play.

The professional staff is available to help regulate play and enforce golf cart regulations. The professional staff have full authority on the golf course to enforce all rules and speed of play.

Operation of Electric Golf carts.

A. The mode of use of golf carts shall be governed by the Golf Professional and the Golf Course Superintendent.

B. Jogging, bicycling, roller blading, skateboarding, recreational walking (other than for golf) or fishing is not permitted on the golf course or cart paths.

C. Golf carts.

1. Golf carts must be driven on cart paths where provided except where otherwise authorized. 90 degree rule or cart path only restrictions are established daily by the Golf Professional and Golf Course Superintendent.
2. Golf carts must not be driven past directional signs placed in front of greens and tees, and drivers must observe posted signs for control of the golf carts. Golf carts must not be taken over aprons, greens, tees, flower beds, traps or the area between the green and traps surrounding the green.
3. Golf carts are not to be driven through wet areas or over sprinkler heads.
4. Golf carts must be driven across drainage ditch bridges and never through drainage ditches.

5. No more than two golf bags and two riders shall be permitted per golf cart, unless authorized by the Golf Professional.
6. Members and guests are responsible and will be charged accordingly for physical damage to golf carts in their possession. While a golf cart is in motion, feet must be kept on the floor. This rule is for safety of the occupants.
7. Only persons with a valid driver's license or operating permit will be permitted to rent or operate a golf cart. All such operators will be required to sign for carts in golf shop.
8. Privately owned golf carts are not permitted on the Golf Course.
9. Carts are not rented for less than 9 holes.
10. Always set brake before leaving cart.
11. Walking carts must not be operated or parked closer than 30 feet from the edge of the greens, between sand traps and greens, or closer than 20 feet from tees, including the practice tee, except where paved area is provided. Paved areas should be utilized where available and all wheels should be kept on pavement.
12. Golf cart usage may be restricted at the sole discretion of the Golf Professional.
13. Golf carts taken to the range must be registered in the Pro-Shop prior to play.
14. Operation of a golf cart is at the risk of the operator. Cost of repair, which is damaged by a Member, shall be charged to the member or, in the case of damage by a Guest, to the sponsoring Member. Members using a golf cart 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 or their Guests, and the Member shall reimburse the Club and/or any operator of the Club of any and all damages the Club may sustain by reason of misuse.
15. The Member using a golf cart accepts and assumes all responsibility for liability, including responsibility for the Member's Guests use of golf carts, connected with operation for the golf cart. The Member also expressly indemnifies and agrees to hold harmless the Club and its partners, officers, directors, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the Member or his or her Guests use and operation of the golf cart.

Schedule of Play.

A. The schedule of play shall be posted by the Head Golf Professional and is subject to change from time to time at the discretion of the Head Golf Professional.

Junior Golf Play. Junior players are defined as unmarried dependent sons and daughters of Golf members who have not reached the age of 18.

1. Junior players are subject to all rules and regulations governing the Golf Course.
2. Adult golf play shall have the precedence over junior golf play at all times (with the exception of Junior Golf Days as prescheduled and approved by the Head Golf Professional).
3. Children under the age of 12 years are not permitted on the Golf Course, practice tees, or putting greens, unless accompanied by an adult. No children or junior players are permitted on the Golf Course, practice tees, or putting greens unless specifically scheduled for lessons or golf play, or unless they have been qualified by the Head Golf Professional as a Junior Player.

Juniors Accompanied by an Adult on the Golf Course and Range

	<u>18 Hole+ & Above Rated Jr's</u>	<u>9&18 Hole Rated Juniors</u>	<u>1,3&6 Hole Rated Juniors</u>
Mondays	Open Play	Open Play	Open Play
Tuesdays	Open Play	Open Play	Open Play
Wednesdays	Open Play	Before 11am, after 2pm	After 2 pm
Thursdays	Open Play	Before 11am, after 2pm	Before 10 am, after 3 pm
Fridays	Open Play	Before 11am, after 2pm	Before 10 am, after 3 pm
Weekends/Holidays	Open Play	After Noon	After 2 pm

*Junior golfers must be rated as a 9-Hole Player or above to be on the golf course or driving range unaccompanied. They must also obtain permission from the Golf Professional before teeing off or practicing. Qualified junior golfers may be on the course and range with a parent during designated times stated above.

Rules of Etiquette.

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

A. The Legend's Pace of Play Culture is simple...golf should be played in 4 hours or less. The group behind you shouldn't have to wait, unless you are waiting for the group in front of you. 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 you are delayed in making your shot, it would be courteous for you to indicate to another player to play, which should not be deemed playing out of turn.

B. 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.

C. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save significant time. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.

D. No person should move, talk, or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.

E. The player who has the "honor" should be allowed to play before a competitor tees his ball.

F. No player should continue golf play until the players in front are out of range.

G. Before leaving a bunker, a player should carefully fill up and rake all holes made therein.

H. No ball hawking will be permitted on the golf course at any time.

I. Through the green, a player should ensure that any turf cut or displaced (except the turf which is completely torn away from a green) is replaced at once and pressed down, and that any damage to the putting green made by the ball or the players is carefully repaired.

J. Players should ensure that when dropping the flagstick, no damage is done to the putting surface, and that neither they nor their caddies damage the hole by standing too close to the hole or in handling the flagstick or in removing the ball from the hole. The flagstick should be properly placed in the hole before the players leave the putting green.

K. When play of a hole has been completed, players should immediately leave the putting green. Marking scores while standing on a green is prohibited. In the interest of safety, following players should not hit until preceding players are a safe distance from the green. Players are not to try other putts once finished with hole.

L. A player shooting from a fairway of a hole other than which he is playing does not have the right of way and must wait his turn.

M. A ball coming to rest on a tee or green other than that of the hole being played shall be dropped from such tee or green before being played, but no nearer the hole being played. No penalty shall be assessed.

N. Players must not stand on the green so they are behind the hole in the line with a player's putting direction.

O. Any match playing a whole round is entitled to pass a match playing a shorter round.

Liability for Personal Injury or Property Damage. All players of the Golf Course should note carefully the following information:

A. The Club assumes no responsibility or liability whatsoever for any injury or damage caused to persons or property resulting from play on the Golf Course.

B. It is the personal responsibility of property owners and golfers, who are exposed to the various hazards and liabilities that may arise from golf play, to provide insurance protection for themselves for the purpose of guarding themselves and their property against such liability.

C. Players on the Golf Course are expected to report immediately to the Head Golf Professional or the Golf Course Superintendent any injury or damage to persons or property caused by him.

Handicaps. Handicaps are computed under the supervision of the Golf Professional in accordance with current WSGA and USGA Handicap System. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf Professional has the right to adjust handicaps at any time. To be eligible for prizes at special

events, a participant must have proof of an approved USGA handicap. All Members with a USGA or approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Professional. To establish a handicap, a Member must have turned in a minimum of five scores. Members are responsible for posting all their scores on a daily basis.

GENERAL TENNIS RULES

Rules of Play. The rules of the U.S. Tennis Association shall govern play. Said rules and the Code of Ethics shall be available in the Pro Shop.

Reservations and Sign In.

A. There will be no charge to members for court times. Courts are reserved on a first come first served basis. Advance reservations may only be made with approval from the Tennis Professional or Managing Partner.

B. All players must check in at the Poolhouse before playing.

C. A schedule of tournament and lesson play which interferes with open play will be posted at the pool house. Every effort is made to accommodate open play for members with the understanding that group & individual lessons and tournament play are key components of our tennis program.

Guests.

A. Members desiring to have guests are required to register them in the Poolhouse. The Managing Partner has directed the Tennis personnel to sign for guests on behalf of any member who fails to do so, and in such cases, tennis fees may be assessed at twice the applicable fee.

B. Members may not sponsor more than three guests daily without first obtaining approval from Management.

C. Social members of the Club may use the tennis facilities only when properly sponsored by a golf or sport member and upon adhering to all of the rules applicable to guests.

D. Guests may use the tennis facilities no more than three (3) times per year unless approved by the management

E. Only Legend Members are eligible to enter Club tournaments unless the tournament is specified as "Open".

Lessons.

A. Appointments for tennis lessons may be made at the Poolhouse. Please be prompt for your appointment in order that the lesson schedule can be maintained.

B. Any lesson reservation not properly canceled prior the lesson may be charged.

Attire & Conduct.

A. When tournaments or qualifying matches are being played, spectators will be asked to leave the courts to avoid interference with the players.

B. Bikes, skateboards, smoking, food and beverages are not allowed on courts.

C. All bikes must be parked in the bike racks.

D. 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 not be left on the courts. Flagrant or constant violation of the rules by any individual will result in disciplinary action by the Managing Partner.

E. Management shall determine the suitability of the of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety consideration, or under adverse weather conditions. Anyone not complying with the aforementioned rules of tennis conduct or general rules of conduct as prescribed by The Legend will be asked to leave.

F. Proper tennis attire as determined by Management is required at all times. Regulation tennis shoes are required.

Lockers.

A. Permanent or temporary lockers are available in the Poolhouse.

B. The Club is not responsible for the loss of or damage to clothing, tennis equipment, or other personal property.

GENERAL POOL RULES

General. The following rules and regulations are for the protection and benefit of all persons to assure safe and sanitary operation of the swimming pool and related facilities. The cooperation of the members will afford pleasant relaxation and recreation for everyone concerned. Members are requested to caution their children and their guests to observe the pool rules and regulations and to obey the instructions of the pool attendant and the lifeguards. Any failure to comply with the pool rules and regulations shall be considered sufficient cause for the member to be deprived of the use of the swimming pool by the pool attendant, lifeguard on duty, or the Managing Partner.

Hours of Operation. The hours that the swimming pool shall be open as posted from time to time by the Aquatics Director and are subject to change. The Club reserves the right to establish one day per week on which the swimming pool may be closed for necessary cleaning and maintenance. A day on which the swimming pool may be closed for cleaning and maintenance will be posted by the Aquatics Director. **Generally speaking, the pool hours of operation will be 11am – 7pm daily from Memorial Day Weekend through Labor Day Weekend.**

Registering.

A. Golf and Sport members of the Club, their family members, and their guests must register with the pool attendant or lifeguard on duty before entering the swimming pool area. The name of each member, family member, and guest must appear on the daily swimming pool attendant sheets maintained by the Club.

B. If a chaperon leaves the pool for any reason, the chaperon must also take the people being chaperoned.

Closing of the Pool.

A. The Aquatics Director shall determine when the swimming pool shall be closed due to weather or maintenance conditions and shall further determine when the swimming pool will be reopened for use.

B. All pools close if the temperature is 65 or lower and the weather is cloudy with a high chance of rain or there is a wind chill.

C. All pools will be cleared at the first sign of lightning/thunder and will remain cleared until one-half hour after the last sign of lightning/thunder. If such conditions persist, the pool staff may, at their discretion, close the pool until they determine that it is safe to reopen.

Refusal of Privileges. The Aquatics Director shall have the right to refuse swimming pool privileges to anyone who, in the judgment of the Aquatics Director, violates established rules and decorum. Failure to cooperate may result in disciplinary action. If a Member is asked to leave the pool, the Member must do so promptly, and if a member is chaperoning a younger person or guest, that person or guest must also leave.

Guests.

A. Guests may use the swimming pool in accordance with the guest privileges established in these rules and regulations. Guests must be accompanied by a member of the Club. Each member must register him/herself and his/her guests and pay the applicable guest fee. Failure to register a guest will result in a disciplinary action plus assessment of the applicable guest fee against the member. The Club expressly reserves the right to limit from time to time, in the exercise of its sole discretion, the number of guests that may accompany a member in any one day or to limit days when no guests will be allowed. **No guest is to use the facility more than three (3) times per year** without prior approval from the Managing Partner.

B. Nannys or Babysitters are permitted to use the club only in the normal course of duties. A season pass will be issued to the family employing a nanny / babysitter, the fee for which is \$100.00 per summer season, per family.

Liability for Personal Injury or Property Damage. All members should note carefully the following information:

A. All persons using the swimming pool do so at their own risk. The Club assumes no responsibility for any accident or injury in connection with the use of the swimming pool or for any loss or damage to personal property in the swimming pool or the swimming pool area. All persons using the swimming pool agree not to hold the Club liable for any actions of any kind whatsoever occurring within the swimming pool area. Members are responsible for the actions of their children and guests.

B. Any person using the swimming pool shall immediately report to the attendant on duty any injury or damage to persons or property caused by such person.

C. *Personal Property.* Members are reminded not to leave personal property unattended in the swimming pool and its surrounding areas. The Club shall not be responsible for lost or stolen property.

Swimwear. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swim wear. Proper non-swim attire is required at all times in any of the clubhouses. Shoes or other foot coverings and caftans or other proper non-swim attire must be worn outside the swimming pool area. Children in diapers are permitted in the pool only if wearing swimming diapers.

Pool Attendant and Lifeguards. No person shall use the swimming pool unless the swimming pool is officially opened and the pool attendant or lifeguard is on duty. All persons shall obey the instruction of the pool attendant and the lifeguards. All persons must stay clear of the lifeguard stations and shall not loiter at the check-in desk.

Health Requirements. Use of the swimming pool and admission to the swimming pool area may be refused to any person having cold, inflamed eyes, infection, wearing a bandage, or having an open sore or any other unusual physical condition that might affect the health and welfare of other persons using the swimming pool. All persons must take a cleansing shower before entering the pool. Spouting of water and similar unhygienic actions in the swimming pool or in the swimming pool area are not permitted at any time. Children in diapers of any kind or not toilet trained are not permitted in the large pool. Children in diapers are permitted in the pool only if wearing swimming diapers.

Adult Swim. The Club reserves the right in the exercise of its sole discretion to designate certain times for the exclusive use of the swimming pool by adult members and guests.

Minor Children. Children six (6) years and under must be accompanied by a responsible adult or babysitter at all times while in the swimming pool area, and children twelve (12) years and under must be accompanied to the swimming pool area by an adult aged eighteen (18) or above. Children under ten (10) years of age who have not passed the swim test **must be within easy reach of their parent while in the pool.** The pool attendant and lifeguards are empowered to deny swimming pool privileges to any child who cannot demonstrate satisfactory swimming ability. Children must be picked up at the swimming pool no later than the posted or scheduled closing time for the swimming pool. Children are to stay in the pool area and it will be the responsibility of the parent to ensure compliance.

Safety Considerations.

A. No running, pushing, dunking, or rough play will be permitted in the swimming pool or in the swimming pool area. Standing or sitting on another's shoulders is not permitted. The use of kick boards, tubes, balls, etc., is not allowed without prior approval from management. Nerf balls are allowed until crowded conditions or rowdiness occurs.

B. Persons unable to demonstrate their ability to swim properly to the lifeguards shall not be permitted in the deep water areas of the swimming pool.

C. Non-skid soled shoes only are allowed on the pool deck.

D. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the containers located throughout the pool area. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.

E. Diving is not permitted.

F. Food and beverage may be consumed in only the designated refreshment areas. No food or beverage shall be consumed on the club premises unless purchased from the club.

G. No play-equipment, playpens, etc. shall be allowed in the swimming pool area.

H. No pets shall be permitted at any time in the swimming pool or in the swimming pool area.

I. Persons wearing glasses or goggles in the swimming pool must secure their glasses or goggles with an appropriate support band.

J. Smoking is permitted in designated areas only.

K. Towels may not be removed from the swimming pool area.

L. Chewing gum is not allowed in the pool or bathhouse areas.

M. Small plastic or rubber hand toys may only be used in the children's activity pool.

N. Flotation devices are permitted for non-swimming children up to five (5) years of age. 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 are not permitted.

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

P. No hair dryers are to be used in the men's' or ladies' bathhouses as the floor is wet and the use of electric appliances under these circumstances is extremely dangerous.

Q. The playing of radios, tape or compact disc players, or handheld games is allowed only with ear phones.

R. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions. The use of these oils and lotions could stain or damage the furniture.

S. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

Cell phones are allowed in the pool area only if the ringer is turned off or on vibrate. Any conversation on a cell phone that is considered disruptive to other members must be terminated or continued in an area that would not offend other members. Members will have access to the poolhouse phone only for outgoing emergency calls.

Pool Passes and Private Parties.

A. A member must obtain a pool pass for all local and out-of-town guests. The Club reserves the right to limit the number of times a guest will be allowed in a calendar year.

B. Swimming parties may be arranged through the Club in advance of the occasion and a lifeguard or pool attendant must be provided by the member. Such events may close the pool early. These dates will be posted.

Conduct and Language. All persons using the swimming pool and in the swimming pool area shall conduct themselves in a manner as to not disrupt or impair the use and enjoyment of the swimming pool by others. Profane and vulgar language is strictly prohibited. Violation of this rule may result in suspension of swimming pool privileges. 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 area anyone who fails to cooperate in following the Pool Rules or whose conduct is otherwise unbecoming of a Member. The Club staff has full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.