



RULES AND REGULATIONS

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The Golf Club at La Quinta (the “Club”) is maintained and operated to provide an active golf, 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.

REGULATIONS

REFUNDABILITY OF MEMBERSHIP DEPOSIT

1. The Club’s obligation to repay the Membership Deposit to Members is evidenced by the Membership Application and Agreement. Any amounts, which the Member owes to the Club, will be deducted at the time of repayment of the Membership Deposit to the Member. All amounts of the Membership Deposit due must be fully paid in order to receive a refund of the Membership Deposit. 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.
2. The Club’s obligation to repay Membership Deposits 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 Membership Application and Agreement.

MEMBERSHIP DEPOSIT, FEES AND CHARGES

1. 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, except if the Club is converted to an equity member-owned club then the amount of additional joining fee will be as set forth in their Membership Application and Agreement.
2. Fees and charges will be established each year by the Club in its sole discretion. Members’ dues and other annual fees shall be due and payable on or before the first day of the November unless otherwise determined by the Club.
3. Annual fees, if any, are payable in advance of each Membership year and no portion thereof may be charged.

GUESTS

Guests who are not residents in the Community will be entitled to use the Club Facilities upon the payment of preferred guest fees and will be subject to the following rules.

1. 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 shall be registered by the Sponsoring Member with the Club prior to arrival of the Guests, and Sponsored Guest cards will be issued for the length of stay, subject to such restrictions, if any, that the Club may from time to time impose in this regard. Guest cards must be picked up in the Membership Office or

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

2. Sponsored Guests are permitted to use the Club Facilities without the company of the Member, subject to certain restrictions established by the Club, which may be modified from time to time.
3. If the manner, deportment or appearance of any Guest is deemed to be unsatisfactory, the Sponsoring Member shall, at the request of the Club, cause such Guest to leave the premises of the Club, or alternatively, the Club may request the Guest to leave the premises.
4. Accompanied Guests will be charged guest fees for the use of the facilities of the Club as determined from time to time by the Club. All purchases of services and merchandise including food and beverages by the Accompanied Guest will be charged to the Member's Club Account at the discretion of the Club.

ATTIRE

1. 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 dress requirements.
2. Shirts and shoes are required to be worn at all times by Members and Guests while on the premises of the Club. Shirts should have collars and no denim of any kind is allowed on the golf course. The Golf Shop will make the final determination on appropriate attire.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all Members are encouraged to participate.
2. The Club desires to encourage Members to use the clubhouse facilities for private parties, on any day or evening, provided the party does not interfere with the normal operation of the Club or with the services regularly available to the Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements. All food and beverage services shall be provided by the Club.
3. Private parties are permitted on the Club Facilities with the prior approval of the Club Manager. The sponsor of the private party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by the individuals attending the private party.
4. Special event functions shall be scheduled from time to time at the discretion of the Club.

RESERVATIONS AND CANCELLATIONS

1. Reservations are required for most activities of the Club and are taken on a first-come, first- served basis by pre-registering with the appropriate personnel of the Club.
2. Tables shall be assigned on a first-come, first-served basis for all functions held at the Club.
3. 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.

4. Failure to cancel special event reservations may result in a charge to the Member's Club Account. The amount of the charge, if any, shall be determined by the Club.
5. The dining and special event reservation policies shall be determined by the Club.
6. No Member or committee shall plan or set dates for activities without prior approval of the Club Manager.

CHILDREN

1. Members are responsible for the conduct and safety of their grandchildren and their grandchildren's guests.
2. Children under sixteen years of age are permitted to use the Club Facilities only if accompanied or supervised by an adult.

PROPERTY DAMAGE AND PERSONAL INJURY

1. 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.
2. 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).
3. The Club is not responsible for any private property brought onto the Club's premises.
4. Any private property which may have been left, without payment of storage thereon, in or on the Club's premises for ninety (90) days 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

1. Members are responsible for their own conduct and for the conduct of their spouse 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.

2. 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.
3. 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 Club Manager.

Members should address all correspondence to the Club to:

The Golf Club at La Quinta
Attention: Club Manager
60-151 Trilogy Parkway
La Quinta, California 92253

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 Advisory Board. The arbitration shall consist of three arbitrators (unless the parties mutually agree to only one arbitrator) as follows: The Club and the Advisory 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 Advisory Board 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 Advisory 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 California. 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 Riverside County, California. 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

GENERAL CLUB RULES

1. Members and their Guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes.
3. Members are encouraged to use the Club Facilities for private functions, provided the private functions do not interfere with the normal operation of the Club or with the services regularly available to its Members and Guests. Private parties, on the Club's property, must be catered by the Club.
4. The personnel of the Club have full authority to enforce these rules and regulations and any infractions will be reported to Club Management.
5. The Club Facilities shall be open on the days and during the hours established by the Club. The Club reserves the right to close the golf courses and the clubhouses to hold promotional events and tournaments. Areas of the Club Facilities may also be closed from time to time for scheduled maintenance, repairs and other events.
6. Performance by entertainers shall be permitted on the Club Facilities only with the permission of the Club Manager.
7. Dining room activities for groups shall be permitted with the permission of the Club Manager.
8. Alcoholic beverages shall not be served or sold, nor permitted to be consumed, on the Club Facilities in any manner prohibited by law.
9. Commercial advertisements or solicitations shall not be posted or circulated in the Club without the prior approval of the Club Manager. 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.
10. It is contrary to the policy of the Club 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 their activities unless approved by the Club Manager.

11. All food and beverages, consumed on the Club Facilities, must be furnished by the Club, unless specifically approved by the Club Manager.
12. Employees are permitted to deliver food or beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club Manager.
13. Dogs and other pets, with the exception of seeing eye and medical service dogs, are not permitted on the Club Facilities without the prior written approval of the Club Manager. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
14. Members and their Guests may not abuse any of the employees, verbally or otherwise. There will be zero tolerance for sexual harassment of employees or fellow members. All service employees are under the supervision of the Club Manager and no Member or Guest shall reprimand or discipline any employee or send any employee off the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the Club Manager immediately.
15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "NO PARKING" signs must be observed. Violators will be towed at the owner's expense.
16. Power bikes, scooters, skateboards, roller skates, roller blades and mini-bikes are not permitted on Club property.
17. Smoking is not permitted inside any Club Facility.
18. Firearms and other weapons of any kind are not permitted on the Club Facilities at any time.
19. All complaints, criticisms or suggestions relating to the operations of the Club should be in writing, signed and sent to the Club Manager.
20. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Club shall subject the person in violation to disciplinary action.
21. The Club reserves the right to amend or modify these Rules and Regulations when necessary and shall notify the Membership of any change.
22. The Club reserves the right to terminate the Membership privileges without notice or a hearing in the event any Member engages in unlawful acts while on the Club grounds.

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 golf rules of the Club, except where modified by the Southern California Golf Association Rules or with any local rules established from time to time by the Club.
2. "Cutting-in" or undue delays are not permitted on the golf course at any time. All players must register with the Golf Shop. Players are not permitted to start from any holes other than No. 1 and 10 unless directed by the golf shop.
3. Practice and multiple shots are not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play will be strictly enforced. 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. A foursome or group which stops to search for a lost ball and falls behind the preceding group by more than one

hole must also allow the following group to play through if necessary. No more than five minutes may be used to search for lost balls.

5. 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 player assistants to resume play.
6. All tournament play must be approved in advance by the Golf Professional.
7. Enter and leave bunkers at the nearest level point to the green. Smooth sand over with a rake upon leaving.
8. Repair all ball marks on the green.
9. Fill all divots with sand and seed
10. Searching and/or retrieving golf balls from water and other hazards is not allowed on the course at any time.
11. Player Assistants and/or the professional staff may be on duty to help regulate play and enforce golf car regulations. The Player Assistants and/or professional staff have full authority on the golf course to enforce all rules and speed of play.
12. Each player must use his or her own set of golf clubs. Rental clubs are available in the Pro Shop.
13. Proper golf attire is required for all Members and Guests at all 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.	Tank tops, tee shirts, fishnet tops crew neck shirts, cut-offs, jams, sweat pants, denim of any kind bathing suits or other athletic shorts more than four inches above the knee are not permitted.
Women:	Dresses, skirts, slacks, golf shorts up to four inches above the knee and blouses are considered appropriate attire.	Halter tops, tee shirts, fishnet tops, crew neck shirts, bathing suits, sweat pants, denim of any kind, tennis dresses or athletic shorts more than four inches above the knee are not permitted.
Shoes:	Appropriate soft spike golf shoes or approved shoes are required on the golf course and practice area.	Use of shoes other than soft spike 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 Pro Shop before starting play. Any misuse or disregard of these rules may cause privileges to be suspended.

14. If lightning is in the area, all play shall cease.

15. The Club may close the golf course to play whenever the grounds could be damaged by play, for adverse weather conditions or for maintenance purposes.
16. Jogging, bicycling, rollerblading, skateboarding, recreational walking (other than for golf) or fishing is not permitted on the golf course.
17. 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.
18. Twosomes and singles may be grouped with other players, if available, at the discretion of the Golf Professional.
19. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Professional.
20. Groups of five or more players shall only be permitted on the golf course with the permission of the Golf Professional.

HOURS OF PLAY

The hours of play and Pro Shop hours shall be posted in the Pro Shop and/or locker rooms. 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 Golf Professional or Club Manager shall make this decision.

STARTING TIMES

1. All players must have a starting time reserved through the Pro Shop. The staff shall assign the starting time depending on availability.
2. Starting times may be made by at Club's website or by phone during Pro Shop hours as may be posted from time to time.
3. The Member receiving a tee time must give his or her name and/or Membership number and the names of the other group members at the time of reservation.
4. Start time changes must be approved by the Pro Shop.
5. Players who fail to cancel their starting time forty-eight hours prior to their scheduled starting time may be charged a fee determined by the Club.
6. Please notify the Golf Shop of any cancellation as soon as possible.
7. 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.
8. Double tee starting times and shot gun starts may be in effect from time to time.
9. No one is allowed to start play on the tenth tee without prior approval of the Golf Professional.

REGISTRATION

1. All Members and Guests must register in the Golf Shop before beginning play or using the practice facilities and all Members and Guests shall present their Cards at registration.

2. Failure to check in and register ten minutes prior to a reserved starting time may cause cancellation or rescheduling of the starting time.
3. Players late for their starting time will lose their right to the starting time and shall begin play only at the discretion of the Player Assistants.

PRACTICE FACILITIES

1. The Practice Facilities are open during normal operating hours as posted in the Pro Shop and on the Practice Facilities. At times, to be posted in the Pro Shop and on the Practice Facilities, the Practice Facilities will be closed for general maintenance.
2. Range balls are for use on the Practice Facilities only. Range balls are not permitted on the golf course.
3. Balls must be hit from designated areas only. No hitting from the rough or sides of the range.
4. Proper golf attire is required at all times on the Practice Facilities.
5. Hand bag ball shaggers are not permitted on the Practice Facilities.
6. Lessons by unauthorized professionals are prohibited.

GOLF CAR RULES

1. The use of golf cars is mandatory unless otherwise notified.
2. Golf cars may only be used on the golf course when the course is open for play.
3. Golf cars shall not be used by a Member or Guest on the Club Facilities without proper assignment and registration in the Pro Shop.
4. Each operator of a golf car must be at least sixteen years of age and have a valid automobile driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf car.
6. Obey all golf car traffic signs.
7. Always use golf car paths where provided, especially near tees and greens. Use the ninety degree rule when in effect and cross fairways only at right angles.
8. Except on golf car paths, do not drive a golf car within thirty feet of a green, a tee or a bunker.
9. Never drive a golf car through a hazard.
10. Be careful to avoid soft areas on fairways, especially after rains. Use the rough wherever possible.
11. Operation of a golf car 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 car shall be held fully responsible for any and all damages, including damages to the golf car, that are caused by the misuse of the golf car 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.

12. The Member using a golf car accepts and assumes all responsibility for liability, including responsibility for the Member's Guests use of golf cars, connected with operation for the golf car. 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 car.
13. "Course Closed" or "Hole Closed" signs are to be adhered to without exception.
14. Violations of the golf car rules may result in loss of golf car privileges and/or playing privileges.

HANDICAPS

1. Handicaps are computed under the supervision of the Golf Professional in accordance with current SCGA and USGA Handicap System.
2. 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.
3. To be eligible for prizes at special events, a participant must have proof of an approved USGA/SCGA handicap.
4. All Members with a USGA or SCGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Professional.
5. To establish a handicap, a Member must have turned in the minimum number of scores. Members are responsible for posting all their scores on a daily basis.

GOLF COURSE ETIQUETTE

Persons using the golf course should do their part to make a round of golf at The Golf Club at La Quinta pleasant experience for everyone. 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 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.
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. When approaching a green, park your golf car on the cart path on the best direct line to the next tee. This can save significant time. Never leave the golf car 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.
4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
5. If you are not maintaining your place on the course (see General Golf Rules #4), allow the players behind you to play through. Do the same if you stop to search for a lost ball.
6. The Player Assistants shall report slow play and all breaches of golf etiquette to the Golf Professional.