

EQUINELLE RESIDENT CLUB



MEMBERSHIP AGREEMENT

I. INFORMATION

PERSONAL

Applicant's Name _____ Birth Date _____

Spouse's Name _____ Birth Date _____

Current Address _____

eQuinelle Address _____

Telephone:
Home () Cell Phone ()

Email Address _____ Cell Phone #2 ()

Second Email Address _____

Children under the age of 21:

<u>Name</u>	<u>Birth Date</u>
_____	_____
_____	_____
_____	_____

II. ACQUISITION OF MEMBERSHIP

I hereby apply for membership in the eQuinelle Resident Club (the "**Club**"). I hereby agree to pay with this Membership Agreement to the Club all fees as outlined in attached Schedule "A" – Schedule of Dues, Fees and Charges, plus applicable harmonized sales tax.

Membership is contingent upon approval by the Club, which approval shall be at its discretion. Upon signing this Membership Agreement, I authorize the disclosure and release of information to the Club for investigating my qualifications for membership, including my credit history and agree to hold the Club harmless from any and all such acts.

III. PAYMENT OF DUES, FEES AND CHARGES

I hereby agree to pay to the Club the membership dues, plus applicable harmonized sales tax as well as any fees or other charges. The current amount of dues is described on Schedule "A" - Schedule of Dues, Fees and Charges, which schedule is subject to change.

Credit Card Authorization (**Required for Monthly Payments**). I hereby request that all dues, fees and charges be billed to my credit card and hereby authorize such billing.

I certify that the below listed card is issued to me and agree that all disputes on my credit card account relating to the Club will be promptly brought to the Club's attention. I understand that I am obligated to always keep a valid approved credit on file with the Club at all times and that I am responsible for any amounts that are not paid by the credit card Company.

Credit Card Type _____

Credit Card Account Number _____ Exp. Date _____

CVC# _____

Cardholder Signature _____

In the event that any amounts owed to the Club are not paid on a timely basis, I understand that I may be charged a late payment charge in accordance with the Rules and Regulations.

IV. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

I acknowledge that membership in the Club permits the member to use the Club Facilities referred to in the Membership Plan in accordance with the Membership Plan and Rules and Regulations, both of which are attached hereto as Schedule "B" – Membership Plan and Schedule "C" – Rules and Regulations. Membership in the Club is not an investment in Equinelle

Developments Inc., an Ontario Company (the "**Company**") doing business as the Club, or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with any equity or ownership or any other property interest in the Company or the Club Facilities. Notwithstanding the clause entitled "Equinelle Residents Club" contained in any Agreement of Purchase and Sale with the Company, the member specifically acknowledges and agrees that Equinelle Developments Inc. is under no obligation to convey the Club Facilities to the members or to any not-for-profit Company established by the members. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and this Membership Agreement. All rights and privileges of members under the Membership Plan, the Rules and Regulations and this Membership Agreement are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify the Membership Plan and the Rules and Regulations, to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type or category or class of membership, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by members.

I hereby acknowledge that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. I hereby accept any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. I agree to release and hold the Company, 2204199 Ontario Inc., any manager of the Club Facilities, their affiliates, their successors, subsidiaries and assigns and their respective directors, officers, partners, members, shareholders, employees, representatives and agents and the members of the Advisory Board of the Club and any Club committee harmless in accordance with the provisions of the Rules and Regulations of the Club.

V. MEMBERSHIP PLAN DOCUMENTS

I hereby acknowledge receipt of the eQuinelle Resident Club Membership Plan and Rules and Regulations and that I have read and understand them, and agree to be bound by the terms and conditions thereof as the same may be amended from time to time by the Club. I further acknowledge that I am not relying on any oral representations in acquiring a membership in the Club.

This Membership Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each party

hereby irrevocable submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or related thereto.

This Membership Agreement may not be amended or modified, nor shall any waiver of a provision hereof be effective, except by an instrument in writing executed by the member and the Club.

Any terms used herein and not otherwise defined shall have meanings ascribed thereto in the Membership Plan.

If the applicant is married, the signatures of both spouses are required.

The applicant's position in the eQuinelle community: ☐ owner ☐ renter/lessee

The membership acquired hereunder shall be issued in the name of:

☐ applicant ☐ applicant and spouse ☐ entity

Dated: _____, 20 _____

Applicant's Signature

Printed Name

Dated: _____, 20 _____

Spouse's Signature

Printed Name

This Membership Agreement shall not be binding on the Club until the acceptance below is signed.

ACCEPTED BY:

EQUINELLE DEVELOPMENTS INC.

Per: _____
Authorized Representative

Printed Name

Date

EQUINELLE RESIDENT CLUB



SCHEDULE OF DUES, FEES & CHARGES

Revised: February 2025

**EQUINELLE RESIDENT CLUB
SCHEDULE OF DUES, FEES, CHARGES & DISCOUNTS**

Enrolment Fee	One-time fee for New Members	\$1500.00 plus HST	Due on Registration
Annual Household Membership Fee	The cost of a one year membership for Family Households (includes the Member's immediate family)	Paid Annually - \$1390.00 plus HST Paid Monthly – \$138.00 plus HST <i>(Monthly Payments include an Admin Fee)</i>	Due 30 days prior to the commencement of the membership
Annual Single Membership Fee	The cost of a one year membership for Single Households	Paid Annually – \$1100.00 plus HST Paid Monthly – \$112.00 plus HST <i>(Monthly Payments include an Admin Fee)</i>	
eQuinelle Golf Club (including The Fireside Grill)	Certain discounts on golf, food and in the Golf Shop will be solely available to Resident Club Members. These discounts may change from time.		

EQUINELLE RESIDENT CLUB



MEMBERSHIP PLAN

Revised: February 2025

EQUINELLE RESIDENT CLUB

MEMBERSHIP PLAN OVERVIEW

MEMBERSHIP OPPORTUNITY

This Membership Plan describes the membership opportunities in the eQuinelle Resident Club (the "**Club**") in the eQuinelle residential community in Kemptville, Ontario (the "**Community**"). The Club is a new private country club, featuring exceptional social and fitness facilities and will operate as a division of Equinelle Developments Inc. ("the **Company**"), as an incidental part of the goods and services offered by the Company.

SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities (as defined hereafter), membership in the Club offers a number of attractive benefits. A brief description of some of these current benefits follows and they are described in greater detail in this Membership Plan:

- **Exclusivity.** Membership is available only to residents living in the Community.
- **Immediate Family Privileges.** A member's immediate family, including his or her spouse and their children, under the age of 21, who are living at home or attending school on a full-time basis are entitled to membership privileges without having to pay additional Membership Dues.
- **No Assessments.** Members are not subject to either operating or capital assessments.
- **Preferred Pricing.** Members will receive preferred pricing on selected items, at the eQuinelle Golf Club including golf fees, pro shop and food and beverage as set forth in the Schedule of Dues, Fees and Charges, as may be amended from time to time. The terms "**Household Fee**", "**Enrolment Fee**", "**Membership Dues**" and "**One-Time Membership Fee**" are all defined in the Schedule of Dues, Fees and Charges.
- **Activities.** The Club plans to offer a variety of events and activities for the entire family.
- **Website.** The Club's website located at www.equinelleresidentclub.com provides members with access to important up to date club information.

CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

Every person who desires to obtain a membership, or owns or purchases a residence within the Community should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PLAN AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT AND OTHER PRINTED MATERIALS, THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT SHALL GOVERN.

MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB.

NO GOVERNMENTAL AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.

APPLICATION PROCEDURE

Each person who desires to become a Member must mail or deliver to the Administration & Event Manager (as such term is defined hereinafter) a fully completed and signed Membership Agreement, along with an online or credit card payment of \$1,500 plus HST payable for the Enrolment Fee (as such term is defined hereinafter).

ADMINISTRATION & EVENT MANAGER AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding membership in the Club or this Membership Plan and referenced documents should be directed to the person in charge of the membership (the “**Administration & Event Manager**”) at: eQuinelle Resident Club at 140 Equinelle Drive, Kemptville, ON, K0G 1J0 or by emailing membership@equinelleresidentclub.com. You may also visit our website at www.equinelleresidentclub.com.

PRIVACY

The Company and eQuinelle Resident Club acknowledges that: (i) it will receive Member’s confidential information that is subject to privacy legislation in various jurisdictions, and (ii) it is obligated to ensure that third party processors have in place measures to protect the privacy of personal information. Accordingly, the Company agrees that it will:

- (i) not use any Member’s personal information for any purpose other than in accordance with this Membership Plan;
- (ii) allow access to Member’s personal information only to those employees and contractors with a need to know and who have entered into signed confidentiality agreements, or, in the absence of a signed confidentiality agreement ensure the Member’s prior approval to grant such access; and

- (iii) ensure that at all times it has in place appropriate security measures to protect the security and confidentiality of Member's personal information.

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1. MEMBERSHIP FEATURES AND FACILITIES

1.1. INTRODUCTION

This Membership Plan, the Rules and Regulations and the Membership Agreement set forth the rights and privileges as well as responsibilities of membership in the Club.

1.2. CLUB FACILITIES

The Club's facilities include a lounge/library, fitness center, billiards room, yoga room, small kitchen, card room, craft room and lockers/showers and changing rooms (the "**Club Facilities**"). Members will also have access to the multi-purpose room, which can be used for a variety of purposes, including banquets, indoor sports, weddings, meetings and special events (the "**Multi-Purpose Room**"). The mixture of the clubhouse facility and great activities will develop the camaraderie that is the basis of a fine private club.

The Club Facilities are part of a clubhouse building that is shared with the eQuinelle Golf Club (the "**Golf Club**"), currently operated by 2204199 Ontario Inc. The Golf Club facilities include a pro shop and grille, which will be open to the general public. Notwithstanding that the Club and the Golf Club share the clubhouse facility, the Club and the Golf Club are separate clubs. Neither the Club, nor the Company is responsible or liable for any matters related to Golf Club activities, facilities or operations. Neither the sharing of the clubhouse structure or this Membership Plan is intended to create a partnership or joint venture between the Club and the Golf Club.

1.3. ADDITIONAL CLUB FACILITIES

The Company may at any time, in its sole and absolute discretion, expand the Club Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. The Company may, in its sole and absolute discretion, allow all Members to use any such additional Club Facilities, increase dues for all members to reflect usage of the additional Club Facilities, or give Members the option to use the Club Facilities upon payment of an additional fee and/or additional dues, all of which are subject to change.

1.4. PREFERRED PRICING FOR MEMBERS

Members will receive preferred pricing on selected items, including Golf Club golf fees, non-sale pro shop soft goods merchandise, and food and beverage as set forth in the Schedule of Dues, Fees and Charges, as may be amended from time to time.

1.5. OWNERSHIP AND OPERATION OF CLUB FACILITIES

The Company will own and operate the Club Facilities and the Club. Notwithstanding the clause entitled "Equinelle Residents Club" contained in any Agreement of Purchase and Sale with the Company, the Members acknowledge and agree that the Company is under no obligation to convey the facilities comprising the Club Facilities to the individuals or to a not for profit corporation run by the individual members.

2. MEMBERSHIP CATEGORIES AND PRIVILEGES

2.1. GENERALLY

The Club is offering one category of membership to owners of residences in the Community. Members may use all of the Club Facilities. The Club may offer certain other memberships and use privileges as described in Section 11 "Other Memberships and Use Privileges" provision of this Membership Plan. All persons who purchased membership and continue to be in good standing are referred herein as the "**Members**".

2.2. RULES AND POLICIES

In order to enhance the recreational and social pleasure of Members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities.

2.3. LIMIT ON NUMBER OF MEMBERSHIPS

The maximum number of memberships is limited to the number of residences in the Community. The Club reserves the right to further limit the number of memberships.

3. FAMILY AND GUEST PRIVILEGES

3.1. IMMEDIATE FAMILY PRIVILEGES

A Member's immediate family will be entitled to use the Club Facilities on the same basis as the Member. A Member's immediate family will include the Member's spouse and any person the law deems is entitled to the same privileges as a spouse and their children under the age of 21 who are living at home or attending school on a full-time basis.

3.2. PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER

An unmarried Member living together with another individual in the same household as a family unit on a permanent basis may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member. The total number of adults who may have immediate family privileges, including the Member, is limited to two adults per membership. The Member and the designated user shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules and require the Member and designated user to submit such information and forms as the Club deems appropriate.

3.3. GUEST PRIVILEGES

Members may have accompanied guests use the Club Facilities in accordance with the Rules and Regulations of the Club and the Club's guest policies. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership

year. The Member will be responsible for the payment of charges incurred but not paid by his or her guests including any applicable daily guest fees established by the Club from time to time. Members will also be responsible for the deportment of their guests.

4. LESSEE PRIVILEGES

4.1. WHERE OWNER IS A MEMBER

A Member who leases his or her residence in the Community for a period of at least one year, may designate the lessee of his or her residence as the beneficial user of the membership, subject to the approval of the Club. The lessee must submit a Membership Agreement, must be approved by the Club and must pay the required Enrolment Fee established by the Club from time to time. During the period when a lessee is the designated user of the membership, should the lessor member wish to have membership privileges in addition to the lessee, then the member and lessee shall each be required to pay full Membership Dues, with the Member being responsible to the Club for Membership Dues unpaid by the lessee. The Member will be responsible for the deportment of the lessee and for all charges incurred by the lessee which are not paid within the customary billing and collection procedures of the Club.

4.2. WHERE OWNER IS NOT A MEMBER

Where an individual leases a residence in the Community for a period of at least one year, such individual is eligible for membership. The lessee must submit a Membership Agreement, must be approved by the Club and must pay the required Enrolment Fee established by the Club from time to time. The lessee or the owner of the residence must also pay the Household Fee.

5. OFFERING OF MEMBERSHIPS

5.1. OFFERING OF MEMBERSHIPS

Memberships were offered to existing owners of residences in the Community as at December 31, 2013 plus to parties who on that date had signed a firm agreement of purchase and sale to purchase a home in the community (the "**Existing Owners**", with homes owned by Existing Owners being referred to as "**2013 and Prior Homes**"). Effective January 1, 2014, memberships are being offered to new purchasers of residences in the Community. While not currently planned, the Club may also offer memberships to other persons who do not own residences in the Community.

5.2. EXISTING OWNERS

The Club offered Existing Owners the opportunity to apply for membership with a waiver of Household Fee and Enrolment Fee until January 15, 2014 ("**Existing Owner Eligibility Period**"). If an Existing Owner did not submit a Membership Agreement and the required Security Deposit to

the Club by such date and thereafter applies for membership, the Existing Owner and any subsequent owner of the residence will be required to pay both the Household Fee and Enrolment Fee in the amounts then established by the Club.

5.3. INITIAL PURCHASERS OF RESIDENCES

Each initial purchaser of a residence (an "**Initial Purchaser**") in the Community from the Company or its designee may at any time within 60 days from the date of his or her finalizing an agreement to purchase a residence ("**Initial Purchaser Eligibility Period**"), apply for a membership and pay the then current Enrolment Fee and the One-Time Membership Fee, but will not be required to pay a Household Fee during the Initial Purchaser Eligibility Period. Any Initial Purchaser who does not acquire a membership during the Initial Purchaser Eligibility Period and any subsequent owner of the residence may apply for membership at a later date upon payment of both the Enrolment Fee and Household Fee which are in effect at the time the membership is acquired. **OWNERSHIP OF A RESIDENCE DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB FACILITIES, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES.**

5.4. MEMBERSHIP PRIVILEGES PRIOR TO CLOSING

The Club may allow the Initial Purchaser to use the Club Facilities as a Member prior to the closing on his or her residence. The person will be required to pay the applicable Membership Dues, fees and other charges established by the Club from time to time. In the event the purchaser does not timely close on the residence, the Club may terminate the membership privileges by returning to the person the Enrolment Fee, the One-Time Membership Fee and the unused portion of any Membership Dues paid by the person in advance for the remainder of the membership year. In this event, a membership will thereafter be made available to the person only in the discretion of the Club.

5.5. OWNERSHIP OF MULTIPLE RESIDENCES

If a person acquires two or more residences in the Community, the owner should acquire a membership for each residence for which membership privileges are desired during the owner's applicable Eligibility Period. If the owner does not acquire a membership for each residence during the applicable Eligibility Period and thereafter applies for membership for one of the residences, the owner will be required to pay both the Enrolment Fee and Household Fee at the then current amounts.

5.6. MULTIPLE OWNERS OF PROPERTY

In the event a residence is owned by more than one person (other than spouses), it is anticipated that only one membership will be reserved for the residence. The Club may or may not make additional memberships available to additional owners in its discretion. Each additional owner of the property must acquire a membership in order to use the Club Facilities.

5.7. MEMBERSHIP HELD IN NAME OF LEGAL ENTITY

For the convenience of the Members, a membership may be held in the name of a holding company, corporation, partnership, trust or other form of multiple ownership (collectively, the "Entity"). The Entity must designate one individual who will have the right to use the membership. The designated individual or family may not be changed, except the Entity may change the designated user to the designated user's spouse upon the death of the designated user. The designated user must submit a Membership Agreement and will be subject to the approval of the Club. The designated user must be a bona fide director, officer, partner, shareholder or employee of the Entity, or a beneficiary, trustee or settlor of the Entity if the membership is held in the name of a trust, and must pay the required dues, fees and charges. No person other than the designated user and his or her immediate family will be entitled to simultaneously use the membership.

6. ENROLMENT FEE AND HOUSEHOLD FEE

6.1. AMOUNTS REQUIRED TO ACQUIRE MEMBERSHIP

Each person who desires to acquire a membership will be required to pay a non-refundable Enrolment Fee determined by the Club from time to time. Enrolment Fees are not transferable.

In addition, if an owner does not acquire a membership during his or her Eligibility Period, the owner and any future subsequent owner of the owner's residence will be required to pay, in addition to the Enrolment Fee, a non-refundable Household Fee in an amount determined by the Club from time to time.

A Member shall not be entitled a refund of any portion of the Enrolment Fee or Household Fee paid for the membership, whether after resignation, death, or otherwise, except as specifically set forth herein. The Club reserves the right to waive Enrolment Fees and Household Fees in its sole and absolute discretion.

6.2. TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP

The Club makes no representations and expresses no opinions regarding the federal, provincial or local income tax consequences of acquiring a membership or with respect to any Enrolment Fees or Household Fees paid to the Club. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, members should consult with their own tax advisors with respect to the tax consequences of any amounts paid to the Club.

7. TRANSFER OF MEMBERSHIP

7.1. RESIGNATION OF MEMBERSHIP

Should a Member desire to resign from the Club, the Member shall be required to give written notice to the Club. Resignation of a membership is irrevocable, unless otherwise determined by the Club.

7.2. TRANSFER OF MEMBERSHIP GENERALLY

A Member may not transfer or sell his or her membership to any person or entity. However, a Member may arrange for the Club to reissue his or her membership in certain circumstances as set forth below.

7.3. TRANSFER UPON SALE OF RESIDENCE

A Member who resigns from the Club upon the sale or transfer of his or her residence in the Community may arrange for the Club to reissue his or her membership to the subsequent purchaser or transferee of his or her residence. The subsequent purchaser or transferee desiring the resigned membership will be required to submit a Membership Agreement, will be subject to the approval of the Club and will be required to pay the Enrolment Fee that is then in effect. The subsequent purchaser must acquire the membership within 30 days of the real estate closing (the "**Resale Purchaser Eligibility Period**") in order not to be subject to the Household Fee payment requirement. If the subsequent purchaser applies for membership after the Resale Purchaser Eligibility Period, he or she will be required to pay the then current Enrolment Fee and Household Fee. (The Existing Owner Eligibility Period, the Initial Purchaser Eligibility Period and Resale Purchaser Eligibility Period are referred to as the "**Eligibility Periods**.")

7.4. TRANSFER TO NEW PROPERTY WITHIN COMMUNITY

If a Member sells his or her residence within the Community, and purchases another residence within the Community within 60 days, the Member may continue his or her membership and shall not be required to pay a new Enrolment Fee or Household Fee.

7.5. SALE OF RESIDENCE IN COMMUNITY

If a Member, who owns a residence in the Community, sells his or her residence in the Community, does not resign from the Club and does not acquire another residence in the Community within 60 days, the membership shall automatically terminate without any refund to the Member.

7.6. TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER

Upon the death of a Member, the membership will be transferred to the member's surviving spouse without the payment of any additional Enrolment Fee. If there is no surviving spouse or the surviving spouse does not desire to continue the membership, the membership will be deemed to have been resigned. Notwithstanding the foregoing, the estate of a deceased member may within 60 days of the death of the member give written notice to the Club of its intent to sell

the deceased Member's residence in the Community and maintain paying Membership Dues on the membership pending the sale of the residence.

7.7. LEGAL SEPARATION OR DIVORCE

In the event of the divorce or separation of spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the spouse awarded the membership by an agreement of separation or a divorce agreement or order. Until the award of the membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. The Club reserves the right, in its sole discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the membership within six months after the date of the divorce agreement or order, the membership shall automatically be deemed resigned.

8. DUES AND CHARGES

8.1. DUES, FEES AND CHARGES

The Club will determine the amount of dues, fees and charges to be payable by Members each year. Annual Membership Dues shall be payable 30 days prior to the start of a membership year, or, at the member's option, on a monthly basis on or before the first day of each month, unless otherwise determined by the Club from time to time. The current Membership Dues for use of the Club Facilities are indicated on the Schedule of Dues, Fees and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club. Payment of dues by Members is a continuing obligation of membership which is not suspended due to the closure of any or all of the Club Facilities which result from acts of God, natural disasters, pestilence, weather, fires, the need to replace turf and landscaping on the Club property due to disease or other unanticipated cause, requirements imposed by governmental authorities and any events beyond the reasonable control of the Club.

8.2. ONE-TIME MEMBERSHIP FEE

With each new membership, the Club will charge a One-Time Membership Fee, as indicated on the Schedule of Dues, Fees and Charges.

8.3. NO ASSESSMENTS AGAINST MEMBERS

Members will only pay Membership Dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities. Annual increases in dues shall not be deemed an assessment for purposes of this provision. The Club operating budget and the calculation of the dues may include a reserve for capital replacements and improvements and this

shall not be deemed an assessment for purposes of this provision. The Members shall not be entitled to receive copies of or review the budgets or the financial statements of the Club.

8.4. MEMBERSHIP YEAR

A Member's membership year will constitute the 12-month period commencing the first of the month that he or she becomes a Member, unless otherwise established by the Club from time to time. Signing the Membership Agreement commits the Member to a 12-month period of membership. Annually, the membership will automatically renew for 12-months unless the Member provides notice prior to 30 days prior to the start of any subsequent membership year.

8.5. PAYMENT OF DUES BY RESIGNED MEMBER

A resigned Member shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the end of the membership year. However, if a resigned Member sells his or her residence in the Community and arranges for the membership to be reissued to the subsequent residence purchaser pursuant to the "Transfer Upon Sale of Residence" section, the resigned Member's obligation to pay dues ceases upon the earlier of the submission of the subsequent purchaser's Membership Agreement to the Club or the end of the membership year.

9. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

9.1. MEMBERS' ACKNOWLEDGMENT

Membership in the Club permits the Member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club is not an investment in the Company or the Club Facilities and does not give a Member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Company or the Club Facilities. A Member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement. All rights and privileges of members under this Membership Plan, the Rules and Regulations and the Membership Agreement, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to sell, lease, renovate or remodel or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type, category or class of membership, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member-owned club and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by Members.

Where this Membership Plan refers to the Club taking action or having certain rights, the Company or its designees shall take such action and have such rights.

9.2. NO PLEDGE OF MEMBERSHIPS

A Member may not pledge or hypothecate the membership except to the extent the lien or security interest is incurred as a result of obtaining the membership privileges.

10. MEMBERSHIP AGREEMENT

10.1. APPLICATION PROCEDURE

Each person who desires to become a Member must mail or deliver to the Administration & Event Manager a fully completed and signed Membership Agreement, along with a cheque for the required Enrolment Fee, Household Fee and One-Time Membership Fee, as applicable.

10.2. REVIEW OF MEMBERSHIP AGREEMENT

All applicants desiring a membership must be approved by the Club. The Club may require an interview with the Administration & Event Manager, and/or other designees of the Club. After receiving the Membership Agreement, the Club will determine whether the applicant has satisfied the relevant conditions of membership. In the event the Membership Agreement is not acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest.

10.3. RIGHTS GOVERNED BY MEMBERSHIP PLAN

The Members agree to be bound by the terms and conditions of this Membership Plan and the Rules and Regulations of the Club, as amended from time to time, and irrevocably agree to fully substitute the membership privileges acquired pursuant to this Membership Plan and Rules and Regulations for any present or prior rights in or use of the Club Facilities.

11. OTHER MEMBERSHIPS AND USE PRIVILEGES

11.1. INVITATIONAL MEMBERSHIPS

In order to introduce the Club to prospective members, the Club may at any time, in its sole and absolute discretion, offer memberships on an annual, seasonal or recallable basis (the "**Invitational Memberships**"). Invitational Members will be entitled to use the Club Facilities on such terms and conditions as determined by the Club from time to time. Invitational Memberships will not be available to persons who own a residence in the Community. Invitational Memberships may be offered to renters of residences in the Community owned by the Company.

11.2. ACCESS TO MULTI-PURPOSE ROOM

The Company and the Golf Club may reserve the Multi-Purpose Room for Golf Club events and other purposes from time to time. Subject to the foregoing and the Rules and Regulations, the Members have the unrestricted use of the Multi-Purpose Room upon reservation with the Administration & Event Manager, or other designated Club personnel.

11.3. RECIPROCAL PRIVILEGES

The Club may at any time enter into reciprocal use privileges and access agreements with other clubs, as the Club determines in its sole and absolute discretion.

11.4. PROMOTIONAL USE

The Company will have the right to designate other persons who will not count toward membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Company. The Company will also have the right to permit prospective members and purchasers of residences, including resale purchasers, in the Community to use the Club Facilities on such terms and conditions as may be determined from time to time by the Club. The Company reserves the right at any time, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance and special events from time to time. The Company may also use a portion of the Club Facilities for a sales office.

11.5. ACCESS TO GOLF CLUB

The Golf Club facilities are not Club Facilities and are open to the general public.

12. CLUB OPERATIONS

12.1. MANAGEMENT AND OPERATION

The Company owns the Club Facilities and will manage and operate the Club Facilities. As a result, the Company is solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club. The Company reserves the right to engage a professional management company to operate the Club Facilities and to appoint the Administration & Event Manager and/or General Manager.

12.2. ADVISORY BOARD

The Club will establish an advisory board comprised of Members whose purpose includes fostering good relations between the Members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations (the “**Advisory Board**”). The members of the Advisory Board shall be elected for such terms and in accordance with the Advisory Board Governance Manual. The management of the Club shall meet and collaborate with the Advisory Board on a periodic basis in respect of the operation of the Club Facilities. The Advisory Board shall have no duty or power to negotiate or otherwise act on behalf of the Club and/or the Company, its management or the Members, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the Members.

EQUINELLE RESIDENT CLUB



RULES AND REGULATIONS

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1. PREAMBLE

These Rules and Regulations for eQuinelle Resident Club (the "**Club**") are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all Members and their guests with an enjoyable club experience. To uphold these standards, Members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, Equinelle Developments Inc., an Ontario corporation (the "**Company**"), doing business as the Club, shall have the right to take such action and shall have such rights.

The Club shares a clubhouse with the 2204199 Ontario Inc., operating as the eQuinelle Golf Club (the "**Golf Club**"). Notwithstanding that the Club and the Golf Club share the clubhouse facility, the Club and the Golf Club are separate clubs. The Club is not responsible or liable for any matters related to Golf Club activities, Club Facilities or operations. Neither the sharing of the clubhouse structure or this Membership Plan is intended to create a partnership or joint venture between the Club and the Golf Club.

Any terms used herein and not otherwise defined shall have meanings ascribed thereto in the Membership Plan.

2. GENERAL CLUB RULES

- 2.1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time, without prior notice.
- 2.2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.
- 2.3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
- 2.4. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property. For greater certainty, the Club shall be allowed to post commercial advertisements without any input from the members.
- 2.5. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a Member.
- 2.6. It is contrary to the Club's policy to have the Club Facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

- 2.7. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members.
- 2.8. Dogs or other pets (except for those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
- 2.9. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager.
- 2.10. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no Member or guest shall reprimand or discipline any employee, nor shall a Member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the Club Manager immediately.
- 2.11. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
- 2.12. Smoking is not permitted on the grounds of the Club Facilities.
- 2.13. Members may not bring alcohol into the Club Facilities.
- 2.14. Please use proper cell phone etiquette so as not to interfere with another Member's use and enjoyment of the Club Facilities. We request that all cell phones be kept on silent mode while on the Club's premises.
- 2.15. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
- 2.16. Firearms and all other weapons of any kind are not permitted on Club property at any time.
- 2.17. The Club Facilities are a fragrance free zone.
- 2.18. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
- 2.19. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.
- 2.20. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the Club Manager.
- 2.21. In no event shall the Club discriminate against any individual because of the individual's race, ancestry, place of origin, colour, national or ethnic origin, citizenship, religion, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or mental or physical disability.

3. MEMBERSHIP FOBS

- 3.1. The Club will issue a membership fob to the Member and the other Members of his or her family who are eligible for membership privileges. Membership fobs may include the Member's name, and club account number. Membership fobs will only be issued upon payment of dues by the Member. Membership fobs will not be issued to children under the age of sixteen or over the age of 20. Members and their families must have their Membership fobs with them at all times while using the Club Facilities.
- 3.2. A Membership fob may not be used by any person other than the person to whom it is issued. Membership fobs are not transferable.
- 3.3. In order to protect Members from improper charges, Membership fobs must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of Membership fobs is required prior to placing any order. PLEASE NOTE THAT IN 2015 MEMBERSHIP FOBS WILL BE ONLY USED FOR ACCESS TO CLUB FACILITIES.
- 3.4. Membership fobs will be mailed to the Members at the address designated by the Member or held for pick-up at the Membership Office as determined by the Club.
- 3.5. In the event of a lost or stolen Membership fob, the Club must be notified immediately. The Member's club account will be canceled and the Club will issue a new Membership fob number. Until notification of card loss or theft is received in writing by the Club, the Member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen Membership fobs or in any situation where the club account number is changed.
- 3.6. Each Member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

4. MEMBER DUES AND CHARGES

- 4.1. All Members who do not take advantage of the Club's prepaid annual payment of Membership Dues shall provide the Club with one credit card to which the Member authorizes the Club to charge dues, fees and charges, and the Member shall substitute such credit card with another credit card when it expires. Such charges will be billed on a monthly basis and Members will receive a written statement of their charges. All purchases at the Golf Club (including the grille and the pro shop) must be paid in full by the Member at the time of purchase. Cash and cheque payments will be permitted unless otherwise determined by the Club from time to time, with applicable charges for any returned cheques.
- 4.2. Where a credit card company is to pay the Member's dues, fees and charges to the Club, the Member agrees to promptly pay directly to the Club any amounts not paid by the credit card company upon written notice from the Club to the Member. If not paid within 10 days after written notice from the Club, a service charge of one and one-half percent (1.5%) per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full. The Member shall be obligated to keep a valid approved credit card on file with the Club at all times.

- 4.3. If the Member fails to pay any amounts not paid by the credit card company within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or charge the Member's credit card on file with the Club for the amount owing. Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.
- 4.4. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.
- 4.5. If a Member is delinquent in any amount owed the Club, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any Member or to enforce any other liability of any Member to the Club, and if judgment is obtained by the Club, the Member shall also be liable for all costs and expenses of such legal action and reasonable solicitors' fees, including any fees required in connection with appellate proceedings.

5. CONTACT INFORMATION

- 5.1. Each Member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address, e-mail address and telephone number and any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. A Member shall be deemed to have received mailings from the Club ten days after they have been mailed to the mailing address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.
- 5.2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.
- 5.3. The Club will not provide members' contact information to vendors or marketing firms.

6. MEMBERSHIP CORRESPONDENCE

- 6.1 Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the Member and addressed to the Club Manager. Errors in billing charges should be directed to the attention of the Administration & Event Manager.

7. CLUB SERVICES AND ACTIVITIES

- 7.1. The Club provides a variety of social, cultural and recreational events in which all Members are encouraged to participate.
- 7.2. The Club desires to encourage the use of the Club Facilities by Members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
- 7.3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
- 7.4. Special events and functions may be scheduled from time to time at the discretion of the Club.

8. RESIGNATION OF MEMBERSHIP

- 8.1. A Member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of 30 days after the date the Club receives written notice of the Member's resignation.
- 8.2. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's club account, and for Membership Dues for the remainder of that Member's membership year.

9. DISCIPLINE

- 9.1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct (whether or not at the Club Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her Membership fob to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, (vii) conviction of a felony (Member or spouse), or (viii) 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.
- 9.2. Any Member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she

should not be disciplined. If such Member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the Member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a Member for failure to pay in a proper and timely manner, dues, fees or any other amounts owed to the Club.

- 9.3. The Club may restrict or suspend some or all of a Member's, family member's and/or guest's Club privileges. If the Club determines that a Member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the Member's membership privileges, or restrict the use privileges of the Member's family or guest whose conduct was improper. No Member is entitled, on account of any restriction or suspension, to any refund of any membership fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.
- 9.4. All membership privileges shall cease upon expulsion from the Club. The expelled Member shall not be entitled as a result of the expulsion to receive a refund of any membership fee or dues paid to the Club.

10. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- 10.1. Each Member as a condition of membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the Club Facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
- 10.2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.
- 10.3. Every Member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible Member's club account.
- 10.4. Any Member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the 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. The Member and his or her family members and guests shall hold the Company, the Golf Club, any manager of the Club Facilities, their affiliates, their successors, subsidiaries, and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and Members of any Club advisory board or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club

Facilities, including without limitation, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties, unless caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

- 10.5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and solicitors' fees and expenses through all appellate proceedings.

11. RESERVATIONS AND CANCELLATIONS

- 11.1. Activities for groups in the Multi-Purpose Room will be reserved through the Club. The Club reserves the right to change any of the reservations with prior notice to the applicable Member.
- 11.2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel or designee of the Club.

12. CHILDREN

- 12.1. Unless permitted by the Club, children under 16 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
- 12.2. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities

13. ATTIRE

- 13.1 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 the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities. See Fitness Rules below for proper attire requirements in the fitness center.

14. GUEST PRIVILEGES

- 14.1 Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the

members, the Club reserves the right to limit the number of guests that are invited by a Member generally or on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole discretion.

- 14.2 All day guests must be accompanied by the sponsoring Member while using the Club Facilities, unless the Club determines otherwise.
- 14.3 The Club reserves the right to determine from time to time the maximum number of times a particular guest may use the Club Facilities as a guest of a Member during each membership year.
- 14.4 A particular individual using the Club Facilities as a guest must be registered by the sponsoring Member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.
- 14.5 Guest charges for any services that are not paid for by the guest will be charged against the sponsoring Member's club account.
- 14.6 The sponsoring Member shall be responsible for all charges incurred by the guest. The sponsoring Member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, cause such guest to leave the premises of the Club.

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15. GENERAL FITNESS RULES

- 15.1 All persons using the fitness facilities at the Club do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club Facilities as determined from time to time.
- 15.2 For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
- 15.3 It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
- 15.4 It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

- 15.5 Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
- 15.6 All weights and pieces of equipment must be returned to their proper places at the completion of use.
- 15.7 Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility. No black-soled shoes shall be permitted at the fitness facility.
- 15.8 Pregnant women should not use those fitness facilities that would elevate their core body temperature.
- 15.9 Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought into the fitness facility.
- 15.10 Members, family members and guests assume full risk of loss and responsibility for damage to their health.
- 15.11 No bare feet are allowed in the Club Facilities except if required by an instructor in the yoga room.
- 15.12 No clothing or personal articles may be stored under benches or in the common areas.
- 15.13 Horseplay, profanity, disruptive conduct and indiscreet behavior at the Club Facilities are strictly prohibited.
- 15.14 Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
- 15.15 All jewelry must be removed prior to exercising.

MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY
FOR DAMAGE TO THEIR HEALTH.

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All Rules and Regulations are subject to change from time to time without notice.