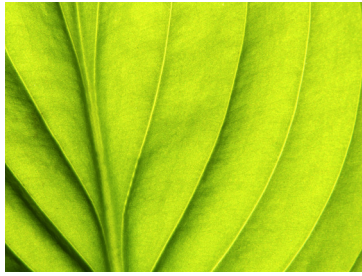


RULES &
REGULATIONS



CHRISTOPHE HARBOUR
CLUB

THE CHRISTOPHE HARBOUR CLUB



RULES AND REGULATIONS

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PREAMBLE

The Club Facilities will be owned and operated by Christophe Harbour Club Properties, Limited, a private ordinary company limited by shares organized under the laws of the Federation of St. Christopher and Nevis (“Company”). These Rules and Regulations for The Christophe Harbour 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 or waive 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, Christophe Harbour Club, LLC, a Delaware limited liability company, doing business as the Club, or its designees, shall have the right to take such action and shall have such rights. Any terms not defined herein shall have the meanings set forth for such terms in the Club’s Membership Plan.

GENERAL CLUB RULES

1. Members, their families, and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time. All rules and regulations that apply to Members shall also apply to all Designated Users of memberships held by Entities.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Company. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club and/or Company reserves the right to close the golf course and other Club Facilities to hold promotional events and tournaments subject to the provisions of the Membership Plan.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Company.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by Federation laws. The Company reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated.
5. All food and beverages consumed on the Club Facilities must be furnished by the Company unless otherwise permitted.
6. Employees are permitted to deliver food or beverages to locations away from the immediate area of the Club or other designated areas of the Club only with the permission of the Company.
7. Commercial advertisements shall not be posted or circulated in the Club Facilities nor shall solicitations of any kind be made on the Club Facilities or upon the Club’s stationery without the prior approval of the Company.
8. Other than as permitted by the Club and Company, no petition shall be originated, solicited, circulated, or posted by any Member within the Club Facilities or sent through the Club’s computer and/or email system. The Club’s membership roster, in any format, is exclusive property of the Club and is intended to be kept private and confidential. The membership roster may only be utilized by the Club. Members are not allowed to use the membership roster for personal, commercial, charitable, business, or political purposes including Club matters, unless authorized by the Club. Unauthorized use of the membership roster will be a violation of the Rules and Regulations and will subject the Member to disciplinary action.
9. It is contrary to the Company’s policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Company. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Company.
10. Members should not request special personal services from employees of the Company who are on duty or the personal use of the Company’s furnishings or equipment which are not ordinarily available for use by Members.
11. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Company. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by or under the control of the Member, or the Member’s family or guests.
12. 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.

13. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Company 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 management immediately.
14. 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 or on the grass may be towed at the owner's expense. Cars should not be parked on grass lawns, at the front entrance or delivery area of the Club Facilities, or in any way which blocks the normal flow of traffic, unless specifically designated by the Company or the Club Manager.
15. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the dining and lounge areas.
16. Cell phone use is permitted only in designated areas.
17. No fireworks are permitted anywhere on the Company's property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Company.
18. Firearms and all other weapons of any kind are not permitted on the Company's property at any time unless specifically designated by the Company or the Club Manager.
19. Use of the Club Facilities may be restricted or reserved from time to time by the Club and/or Company.
20. 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.
21. The personnel of the Company will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club and/or Company.
22. In no event shall the Club and/or Company discriminate against any individual because of the individual's race, color, religion, sex, national origin, or any other reason prohibited by law.

MEMBERSHIP CARDS AND DECALS

1. The Club will issue a membership card to the Member (or Designated User) and the other Members of his or her immediate family who are eligible for membership privileges. Membership cards will include the Member's name and club account number. Membership cards will only be issued upon payment of dues by the Member. Membership cards will not be issued to children under the age of 14 or age 25 or older. Members, Designated Users, and their families must have their membership cards with them at all times while using the Club Facilities.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
3. In order to protect Members from improper charges, membership cards may be required to be presented at the point of sale for all transactions, including food and beverage, in which case presentation of membership cards is required prior to placing any order.
4. Membership cards will be presented to Members during their orientation session with the Membership Director or held for pick-up at the Membership Office as determined by the Club.
5. In the event of a lost or stolen membership card, the Club must be notified immediately. The Member's club account will be canceled if so desired by the Member and the Club will issue a new membership card number. If the Member fails to cancel his or her membership card, the Member will be responsible for any and all unauthorized charges made on his or her membership card and will hold the Club and Company harmless from these unauthorized charges. 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 cards or in any situation where the club account number is changed.
6. Each Member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

MEMBER DUES AND CHARGES

1. Membership dues and Members' fees and charges will be billed on a monthly basis unless otherwise determined by the Club and/or the Company. All Members shall provide the Club and Company with one valid credit card or debit card number to which the Member authorizes the Club to charge dues, and the Company to charge fees and other charges, and the Member shall substitute such credit card or debit card number with another credit card or debit card number when it expires. The Member shall be obligated to keep a valid approved credit card or debit card number on file with the Club and Company at all times. Such charges will be billed on a monthly basis and Members will receive a written statement of their charges. The Member will then be entitled to charge privileges at the Club Facilities so long as his or her membership is in good standing.
2. The credit card or debit card company shall pay the dues, fees, and charges to the Club and Company. Members will receive a written statement of their monthly dues, fees, and charges, which have been charged to their credit card or debit card. All Members agree to promptly pay directly to the Club and/or Company any amounts not paid by the credit card or debit card company upon written notice from the Club or Company to the Member. If not paid within 10 days after written notice from the Club or Company, a service charge of one and one-half percent 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.
3. If the Member fails to pay any amounts not paid by the credit card or debit card company within 30 days after written notice 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.
4. If the Club account of any Member is delinquent, the Club and/or Company may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension of a membership, retaining the membership deposit, or legal action. If the Club and/or Company 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/or Company, and if judgment is obtained by the Club and/or Company, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.
5. All food, beverage, merchandise, and services of the Company charged to the Member's Club account will be billed monthly and each Member's Club account shall be due and payable upon receipt of the monthly statement. The Company may require food and beverage minimums, in its discretion, which the Company may charge to the Member's credit or debit card if the Member does not charge such amount during each period.
6. For Members who own property in the Christophe Harbour residential community, the billing of Club dues, fees, and charges may be consolidated with the billing of assessments by the Christophe Harbour Master Owners' Association (the "Master Association"), and may be enforced by the Master Association's assessment and lien powers set forth in the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour.

GRATUITIES

1. For the convenience of all Members, a gratuity percentage, as determined from time to time by the Company, may be added to all charges for services, which will be distributed to the service personnel in accordance with a predetermined schedule. A Member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the Member deems appropriate.
2. The Company plans to send a letter providing an opportunity for Members to contribute to a Holiday Fund for all hourly and non-exempt Company employees. Payment of such contribution will be voluntary and will be included on the contributing Member's bill. This Holiday Fund provides the Members with an opportunity to show their appreciation to employees during the holiday season. Company management shall be responsible for the distribution of these funds.

CONTACT INFORMATION

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 where the Member wishes all notices and invoices of the Club to be sent, e-mail address and telephone number and any changes thereto. A Member shall be deemed to have received mailings from the Club and/or the Company 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 and/or Company mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.
2. The 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 and/or Company notices, bulletins and any other communications, and a violation of these Rules and Regulations.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

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

COMPLIANCE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club likely to endanger the welfare, safety, harmony, or good reputation of the Club or its Members or is otherwise improper may be reprimanded, fined, or suspended from the Club and have all privileges associated with the membership suspended 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 or Application, (iii) allowing his or her membership card or membership otherwise to be used by another person, (iv) failing to pay any amount owed to the Club and/or Company in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club and/or Company 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.
2. The Club has implemented a zero-tolerance policy for inappropriate sexual advances, verbal or physical abuse of Members, staff or guests, and any threatening behavior or statements.
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 member or guest is improper, the Club may suspend or restrict the Member's membership privileges, or restrict the use privileges of the family member or guest whose conduct was improper. No Member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, dues, or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

4. Any Member against whom disciplinary action (other than (i) a reprimand or (ii) a suspension relating to delinquency) is being considered will be notified in writing of the proposed action and will be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If the Member desires to be heard, they must provide a written request for a hearing to the Club within fifteen (15) days of the date of the Club's notice of the proposed action. Upon the Club's receipt of the written request for a hearing, the Club will set a location and a date and time not less than thirty (30) days thereafter for such hearing. While the Club is considering the disciplinary action, the Member must continue paying dues, fees, and any other charges due to the Club and/or Company and will enjoy use privileges at the Club Facilities; provided, however, that a Member accused of conduct for which a zero-tolerance policy is in effect may have the use privileges of the membership immediately suspended. There is no requirement that a Member receive a warning prior to disciplinary action. Guest privileges may be terminated without prior notice or a hearing.
5. Notwithstanding any such suspension the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's Club account.
6. All relatives and guests of the Club's Members and Designated Users shall be subject to the same disciplinary rules and consequences as the Member or Designated User. In the event a relative or guest of a Member or Designated User is the subject of the Club's disciplinary process, the formal notice specified above will be given to the Member or Designated User. It will be the responsibility of the Member or Designated User to attend the hearing, if one is called, and to respond with or on behalf of the guest/relative. The guest/relative does not have to receive notice of, or be present at a hearing or any other process called by the Club in order for any privileges of that person to be suspended or terminated.
7. During any suspension period, the Member or Designated User, their family Members, and their guests will not be allowed to use the Club Facilities. Any violation of this suspension will cause further disciplinary action.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club and/or Company shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the Club Facilities for six months or more without payment of storage thereon may be sold by the Company, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Company.
2. No person shall remove from the room in which it is placed or from the Company premises any property or furniture belonging to the Company without proper written authorization.
3. Every Member of the Club shall be liable for any property damage caused by the Member, any guest, or any family member. The cost of such damage shall be charged to the responsible Member's Club account.
4. Any Member, family member, guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Company, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by the Club and/or Company, either on or off the Company'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 Club, any manager of the Club Facilities, their affiliates, their successors and assigns, and their respective shareholders, partners, directors, officers, Members, employees, representatives, agents, and Members of any advisory board or committees of the Club and/or the Company (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage, or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member shall have, owe, and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage, or liability sustained or incurred by any guest or family Member.
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 and/or Company or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. Reservations may be required for certain activities of the Club and/or Company and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of Company.

CHILDREN

1. Rules may be established to govern access to the Club Facilities by children. Children under the age of 14 years old are only allowed in the Members' locker rooms and pool if accompanied and supervised by an adult. Children under the age of 14 years old are allowed to use the golf course only at the discretion of the management unless accompanied by an adult.
2. Children under the legal drinking age are not allowed in any bar area unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

It is expected that Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club Facilities. 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. Unless otherwise permitted by the Club, shirts and shoes must be worn at all times when at the Club.

GUEST PRIVILEGES

1. All guests of a Member or Designated User of the Club shall be either accompanied guests (guests who are using the Club Facilities in the company of the Member) or unaccompanied guests.
2. All guests' privileges are available subject to the following conditions:
 - (a) Guests may not use the golf facilities of the Company more than a total of six times each per membership year regardless of whether they are a guest of more than one Member, unless otherwise determined by the Company.
 - (b) Guests will be charged guest fees and daily use fees to use the Club Facilities as determined from time to time by the Company.
 - (c) Company will determine the method of payment for guest charges.
3. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member.
4. The Company in its sole discretion may require guests to have a guest card with them at all times while using the Club Facilities.
5. If a Member is sponsoring one or more unaccompanied guests, the Member must notify the Club and Company and register the unaccompanied guest(s) at least 72 hours in advance.
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 Facilities. If the manner, conduct, or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Company, cause such guest to surrender the guest card and leave the premises of the Company.
7. All guests (including houseguests) may be required to register with the Club and Company. The Club and Company reserves the right to require identification by each guest.
8. Guest privileges may be limited by the Company from time to time.
9. Please check with the Membership Office regarding the policy concerning the use of the Club Facilities by persons renting a Member's residence as this policy may change from time to time without any notice given.

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Company, except when in conflict with local rules or with any of the rules herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the Pro Shop. Under no circumstances are players permitted to start play from residences. Play must only be commenced at the first hole unless otherwise permitted by the Pro Shop.

3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in a timely manner. Company may set a time limit on a round of golf which it believes will be more than adequate in Company's sole discretion. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group must allow the following group to play through, or move to the next hole as directed by the starter. It is each group's responsibility to be observant of its position on the course and keep pace. Company staff has the authority to keep play moving at the proper pace for all players' enjoyment and to enforce all rules. Players unable to keep proper pace may be requested to skip holes or leave the course.
5. If a player is repeatedly warned for slow play, the Company may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.
7. All tournament play and organized groups must be approved in advance by the Company.
8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
9. Repair all ball marks on the green.
10. Fill all divots with sand provided on each cart.
11. Trash and other litter must be deposited in proper receptacles.
12. Searching for balls other than those played by Members of the group is not allowed on the course at any time.
13. Each player must have his or her own set of golf clubs.
14. Appropriate golf attire is required for all players.

MEN: Shirts with collars or mock and standard turtle necks and sleeves must be worn at all times. Slacks or golf shorts must be worn. No tank tops, T-shirts, denim, cut-offs, sweat pants, bathing suits, or other athletic shorts are permitted.

WOMEN: Dresses, skirts, slacks, golf shorts, and blouses must be worn. No halter tops, T-shirts, denim, bathing suits, sweat pants, athletic shorts, or short shorts are permitted.

SHOES: Acceptable shoes must be worn at all times. Golf shoes with soft spikes are required. Traditional metal spikes are not permitted on the golf course or the Club Facilities. Large rubber spikes or field shoes are not permitted.

This dress code is mandatory for players. If you are in doubt concerning your attire, please check with the Pro Shop.

15. If lightning is in the area, all play shall cease. Although the Pro Shop staff may warn players about lightning in the area of which it is aware, the Club and Company do not assume any duty to detect lightning and/or warn players. If Company personnel warn players about potential lightning in the area, players must stop play immediately.
16. Jogging, bicycling, fishing, or recreational walking is not permitted on the golf course at any time unless otherwise determined by the Company.
17. No beverage coolers are permitted on the golf course unless provided by the Company.
18. When the weather causes termination or suspension of play, a credit or partial credit for that day's green fees and cart fees may be granted as determined from time to time by Company. Credit will only be issued on that day of play and it will be the sole responsibility of the player to apply for a rain check from the Pro Shop.
19. Twosomes may play at the discretion of the Pro Shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

20. Twosomes and singles shall be grouped with other players, if available, at the discretion of the Pro Shop, and at tee times determined by the Pro Shop.
21. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Pro Shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
22. Groups of five or more players shall only be permitted on the golf course with the permission of the Pro Shop.
23. Company staff or their designees have exclusive rights to instruct players at the Club Facilities at all times. No instructors are permitted to teach at the Club Facilities without being accompanied by Company professional staff unless prior authorization is obtained from the Company.

HOURS OF PLAY

The hours of play and Pro Shop hours shall be posted in the Pro Shop. The Pro Shop shall determine when the golf course is fit for play.

GOLF STARTING TIMES

1. The Company, in its sole discretion, may implement a tee time reservation system. If a tee time reservation system is implemented, all golfers will be required to have a starting time reserved through the method determined by the Company. The staff shall assign the starting time depending on availability.
2. Golf Members will have priority for the reservation of tee times over other Members.
3. Starting time changes must be approved by the Pro Shop or other means as required by the Company.

REGISTRATION

1. All Members and guests must register in the Pro Shop before beginning play and all Members may be required to present their membership cards at registration.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in the assignment of another starting time or cancellation of the starting time, at the discretion of the Pro Shop.
3. Guests of Members who do not have a guest membership card or other confirmation that arrangements have been made for them must be accompanied by a Member when registering.

PRACTICE FACILITIES

1. All Members and guests must register in the Pro Shop before entering the practice range area.
2. The practice facility is open during normal operating hours as posted in the Pro Shop. The practice facility may be closed for general maintenance at the Company's discretion.
3. Christophe Members may only use the golf practice facilities on days they are playing golf, unless otherwise determined by the Company.
4. Range balls are for use at the practice facility only, and may not be used on the golf course.
5. Range balls must be used at the practice facility. You may not use your own golf balls at the practice facility.
6. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice facility.
7. Proper golf attire is required at all times at the practice facility.
8. Ball shaggers are not permitted.

GENERAL GOLF CART RULES

1. The use of a golf cart will be required for all golfers unless otherwise determined by the Company.
2. The Company's golf carts shall not be used by a Member or guest on the Club Facilities without proper assignment and registration by the Pro Shop.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license who sign such liability forms as required by the Company from time to time.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Obey all golf cart traffic signs.
7. Always use golf cart paths where provided, unless otherwise notified by the Company.
8. Do not drive a golf cart within 50 feet of a green or tee except when on a cart path.
9. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
10. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
11. Never drive a golf cart through a hazard.
12. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the Member or Designated User, a family member, or a guest of the Member or Designated User shall be charged to the Member or Designated User. Each Member, Designated User, and guest shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the Member or Designated User, his or her family Members or guests, and shall reimburse the Company and/or any operator of the Company for any and all damages Company may sustain by reason of misuse.
13. Each Member and Designated User accepts and assumes all responsibility for liability connected with the operation of the golf cart. Each Member and Designated User also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the Member's, Designated User's, his or her family members' or guests' use and operation of the golf cart.
14. When "carts on path only" sign is posted, it must be strictly followed.
15. Individuals with limited mobility or unable to walk can obtain a flag from the Pro Shop allowing them to access the golf course during the times when golf carts are not permitted on the fairways at the sole discretion of Company. Company may require documentation verifying the need for an access flag, such as a doctor's certificate or handicap parking registration.
16. "Course closed" or "hole closed" signs are to be adhered to without exception.
17. Private golf carts are not permitted on the golf course, unless approved by the Company.
18. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

HANDICAPS

1. Handicaps are computed under the supervision of the Golf Professional in accordance with the current USGA Handicap System.
2. All Members and their guests who are eligible to participate in a Club tournament must have a Company approved handicap to participate in tournaments. All handicaps submitted may be reviewed by the Pro Shop.
3. Members are responsible for turning in all their scores on a daily basis. Any Member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The Pro Shop shall assist any Members needing help with the posting procedures.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by Members in turning in their scores.

GOLF COURSE ETIQUETTE

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

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.
2. The time required to “hole out” on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable, but reserve your extended conversations for after the golf round.
4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
7. The starter will report slow play and all breaches of golf etiquette to the Pro Shop. Appropriate action will be taken by the Pro Shop personnel.

GENERAL POOL RULES

1. Everyone wishing to use the Club Facilities must first register and present their membership card before using the facilities. Members must register their guests and are responsible for the payment of any applicable charges as the Company may determine from time to time.
2. Use of the pool at any time is at the swimmer’s own risk. Any injuries or accidents should be reported to the attendant immediately. NO LIFEGUARD WILL BE ON DUTY except for special assigned times.
3. Children under 14 years of age must be accompanied and supervised by an adult at all times.
4. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.
5. No exposed diapers are allowed. Non-toilet trained children must wear swim diapers with a tight fitting swimsuit.
6. Swimming is permitted only during designated hours. The pool is officially closed when a “CLOSED” sign is posted.
7. Showers are required before entering the pool.
8. Bottles, glass objects, drinking glasses, and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, and bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions, and the like are not permitted.
12. Animals, bicycles, skateboards, play balls of any type, and coolers are not permitted in the pool area.

13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing, and hazardous activities are not permitted in the pool area. Pushing, dunking, and dangerous games are prohibited.
15. Neither diving nor snorkeling are not permitted unless otherwise indicated at the pool.
16. Fishing, spear fishing, and snorkeling equipment, other than a mask, are not to be used in the pool area except as part of an organized course of instruction.
17. Throwing footballs, frisbees, tennis balls, or other objects is prohibited in the pool area.
18. Spitting or spouting water and tag games are not allowed in the pool area.
19. Swimming parties may be arranged through the Company in advance of the occasion.
20. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
21. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
22. Smoking is permitted only in designated sections of the pool area in the Company's sole discretion. Smokers are requested to use ash urns and dispose of cigarettes properly.
23. Private parties may be held in the pool area only with the prior approval of the Company.
24. Flotation devices are permitted for nonswimming children up to five years of age.
25. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
26. Company staff or their designees have exclusive rights to instruct persons at the Club Facilities at all times. No instructors are permitted to teach at the Club Facilities without being accompanied by Company staff unless prior authorization is obtained from the Company.
27. The pool staff has the authority to expel from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a Member.

All Rules and Regulations of Christophe Harbour Club Properties are subject to change from time to time without notice.

GENERAL FITNESS RULES

1. Everyone wishing to use the fitness facilities must first register and present their membership card before using the facilities. Members must register their guests and are responsible for the payment of any applicable charges as the Company may determine from time to time.
2. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club and Company from liability for their use of the Club Facilities as determined from time to time.
3. 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.
4. 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.
5. 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 (i) using the fitness facilities, equipment, or amenities, or (ii) 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 true or do not continue to remain true.

6. Regular operating hours for the fitness facilities will be posted by the Company and may be changed from time to time.
7. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
8. Guest fees may be charged for use of the fitness facilities. If fees are established, the Member's account will be billed.
9. All weights and pieces of equipment must be returned to their proper places at the completion of use.
10. In the fitness facilities, appropriate exercise attire must be worn at all times, as may be determined by club management. No swim suits, street clothes, jeans, cutoffs, or bare feet will be permitted at any time in any rooms.
11. Casual workout attire is acceptable at the fitness facilities, including tee-shirts, sleeveless t-shirts, tank tops, gym shorts, or warm-up pants for men; and leotards, tights, tee-shirts, sleeveless t-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. No thong apparel or jeans are allowed.
12. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
13. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought into the fitness facility. However, water bottles with lids are acceptable.
14. Members, family members, and guests assume full risk of loss and responsibility for damage to their health.
15. No bare feet are allowed.
16. No clothing or personal articles may be stored under benches or in the common areas.
17. Children under 14 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult and then only with the prior authorization from Club management.
18. Horseplay, profanity, disruptive conduct, and indiscreet behavior at the fitness facilities is strictly prohibited.
19. Stereos, televisions, and tapes should be enjoyed at a volume so as not to disturb fellow Members.
20. Policies may be set controlling cell phone and pager usage.
21. All jewelry must be removed prior to exercising.
22. Time limitations on equipment are enforced when others are waiting. Use of all cardiovascular equipment is limited to 30 minutes.
23. Management reserves the right to request persons not obeying the rules and policies or presenting a safety problem to leave the facility.
24. No animals are permitted in the facility at any time.
25. The Company staff or their designees have exclusive rights to instruct persons at the Club Facilities at all times. No other instructors are permitted to teach at the Club Facilities without being accompanied by Company professional staff unless prior authorization is obtained.

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



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