

MIRAMONT COUNTRY CLUB
MEMBERSHIP RULES

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MIRAMONT COUNTRY CLUB
MEMBERSHIP RULES
(these "Rules")

ARTICLE I

GENERAL

SECTION 1.1 NAME, ADDRESS & COUNTRY CLUB FACILITIES

(a) The name of this club is Miramont Country Club (the "Country Club"). The address of the Country Club is One Miramont Boulevard, Bryan, Texas 77802.

(b) The facilities of the Country Club (collectively, the "Club Facilities") consist of the following as they may be amended, modified or changed, from time to time by Club (as defined in Section 1.2 below):

- An 18-hole championship golf course designed by world renowned golf course architect Robert Trent Jones, Jr.
- A driving range and golf practice area, including 4 additional golf practice holes
- 8 tennis courts
- A resort-style swimming pool
- A clubhouse with approximately 93,000 square feet which opened in July 2005, offers fine and casual dining, banquet facilities, a fitness room and private guest suites, a member's lounge area, men's and women's locker rooms, a tennis pro shop, a golf pro shop and golf bag storage
- All equipment and amenities associated with any of the foregoing.

SECTION 1.2 OWNERSHIP & MANAGEMENT OF MIRAMONT COUNTRY CLUB

The Country Club is a non-equity club owned by Miramont Country Club Properties, L.P., a Texas limited partnership ("Club"), as an

amenity operated as a for-profit business by Club. The Country Club shall be managed solely by Club, or by management selected by Club, from time to time. As used herein, the term “Club” shall be deemed to include Miramont Country Club Properties, L.P. and its successors and assigns.

SECTION 1.3 THE MANAGEMENT

The Country Club shall be initially managed by Miramont Management Company, L.L.C., a Texas limited liability company (the Managing Director). Club may designate a new Managing Director at any time. The then current Managing Director has full and complete authority over the Country Club premises and the Club Facilities at all times. The Managing Director is hereby authorized by Club to exercise any power, right, remedy or privilege set forth in these Rules reserved to Club. Unless otherwise specifically provided to the contrary herein, (a) any notice, communication or payment required to be provided or made to Club hereunder shall be deemed to have been provided or made to Club if provided or made to the Managing Director, provided that such notice, communication or payment is otherwise provided or made in accordance with these Rules, and (b) any approval required from Club hereunder shall be deemed to have been provided by Club if provided by the Managing Director.

ARTICLE II

MEMBERSHIP

SECTION 2.1 MEMBERSHIP CLASSES

Those accepted for membership in the Country Club (herein called “Members” and each, a “Member”) shall have a nonexclusive, revocable license to use the Club Facilities in accordance with the terms and conditions of the Member’s membership classification as outlined in these Rules, as they may be amended from time to time, and any other rule or regulation in effect from time to time with respect to the Club Facilities. The membership of the Country Club shall initially consist of the membership classes set forth below and such other classes as Club may establish from time to time. Membership in the Country Club is a limited

revocable license in favor of a Member, which can be revoked at any time by Club, to use the Club Facilities to which a Member has access based on the applicable class of Membership.

SECTION 2.2 CHARTER MEMBERSHIP

A charter membership (“Charter Membership”) in the Country Club entitles a Member in this class (a “Charter Member”) to the use of all of the Club Facilities and all privileges offered to Members by the Country Club from time to time, including such preferred privileges as may be offered to Charter Members by the Country Club from time to time (“Charter Member Preferred Privileges”).

SECTION 2.3 FULL RESIDENT MEMBERSHIP

A full resident membership (“Full Resident Membership”) in the Country Club entitles a Member in this class (a “Full Resident Member”) to the use of all of the Club Facilities and all privileges offered to Members by the Country Club from time to time, except for Charter Member Preferred Privileges.

SECTION 2.4 JUNIOR MEMBERSHIP

A junior membership (a “Junior Membership”) entitles a Member in this class of membership (a “Junior Member”) to the use of all of the Club Facilities and all privileges offered by the Country Club to Full Resident Members from time to time, but is available only to persons who are under the age of thirty-five (35). Upon a Junior Member attaining the age of thirty-five (35), the Junior Member must either convert such Junior Member's Junior Membership to another membership status available to such Junior Member pursuant to Section 3.7, or withdraw from Country Club membership. The Junior Member will be responsible to pay the difference in Initiation Fees for the value of the category of membership he/she currently holds and the value of the Initiation Fee that they will be moving to, in full at the time the transfer occurs.

SECTION 2.5 NON-RESIDENT MEMBERSHIP

A non-resident membership (a “Non-Resident Membership”) entitles a Member in this class of membership (a “Non-Resident Member”) to the use of all of the Club Facilities and all privileges offered by

the Country Club to Full Resident Members from time to time, but is available only to persons whose principle business and principal residence are located outside a 60-mile radius of the Country Club.

SECTION 2.6 ATHLETIC MEMBERSHIP

An athletic membership (“Athletic Membership”) entitles a Member in this class of membership (an “Athletic Member”) to use all of the Club Facilities and all privileges offered by the Country Club to Full Resident Members from time to time, except those pertaining to golf.

SECTION 2.7 SOCIAL MEMBERSHIP

A social membership (“Social Membership”) entitles a Member in this class of membership (a “Social Member”) to use the Club Facilities and all privileges offered by the Country Club to Full Resident Members from time to time, except those pertaining to: (i) golf, (ii) tennis, (iii) swimming pool, (iv) fitness room, (v) locker rental and any other Club Facilities which may be constructed in the future that are part of the Club Facilities but access to which is not included within a Social Membership as determined by Club.

SECTION 2.8 CORPORATE SPONSORED MEMBERSHIP

A corporate sponsored membership (a “Corporate Sponsored Membership”) in any membership class, with the exception of Charter Memberships, shall be applied for and issued in the name of the corporation or business (such corporation or other type of business entity being herein called the “Corporate Applicant”) that is to own the membership. The privileges of such membership belong to the Corporate Applicant, and the Corporate Applicant shall have the right to designate the specific individual entitled to exercise the privileges of membership provided for the applicable class. Such privileges of membership include the family privileges provided to Members in these Rules. Each Corporate Applicant shall have only one designee for each Corporate Membership issued to such Corporate Applicant. Such designee must be approved in the same manner as other candidates for membership. The designee may be changed by the Corporate Applicant from time to time, subject to (i) the approval of the substitute designee in the same manner as other candidates for membership, (ii) payment by the Corporate Applicant of a re-designation fee that is 50% of the Initiation Fee in place at that time for such membership, and (iii)

compliance with the then current re-designation policy of the Country Club. The Corporate Applicant and the designee shall be jointly and severally liable for all dues, charges, obligations, and liabilities under such membership. The purchase of any membership by a Corporate Applicant and any subsequent change in the designee thereunder must be authorized in writing by an officer or director or principal of the Corporate Applicant. Corporate sponsored memberships in all membership classes shall terminate upon the dissolution, liquidation or cessation of the legal existence of the Corporate Applicant. If the Corporate Applicant is a sole proprietorship, the corporate membership shall terminate upon the death of the proprietor of the Corporate Applicant.

SECTION 2.9 CONTROL OF MEMBERSHIP CLASSES

The total number of memberships in the Country Club issued in any class and the privileges accorded each class shall be determined by Club, and Club shall have the authority to establish, modify, close, or discontinue any class of membership and any category within such class as Club from time to time may determine. Club shall from time to time establish or modify initiation fees, dues, charges, periodic economic incentives, privileges, and restrictions applicable to each class of membership.

ARTICLE III

MEMBERSHIP POLICIES AND TRANSFERS

SECTION 3.1 PERSONS ENTITLED TO FAMILY PRIVILEGES

(a) A Member's current lawful spouse under the laws of the State of Texas shall be entitled to the same privileges as the Member subject to the limitations set forth herein.

(b) By written notice to Club, an unmarried Member in good standing may designate a non-family adult who lives in the same household with the designating Member as a family unit, which designee shall be entitled to the same privileges as if such designee were the spouse of such Member; provided, however, such designee must be reviewed and approved in the same manner as all other candidates for membership. Such privileges

shall continue until such designation is revoked by the designating Member by written notice to Club. The designating Member and the designee shall be individually and jointly responsible for payment of all charges and fees incurred by the designee until such notice is received by Club. The designating Member may change the designee only once within any consecutive twelve-month period.

(c) A Member's unmarried children under the age of twenty five (25) years who reside in the Member's residence, and a Member's unmarried children under the age of twenty-five (25) years who are attending college or serving in the US Military on a full-time basis, are entitled to the same privileges as their Member parent subject to limitations set forth herein. Club privileges shall automatically terminate for children upon attaining age 25, unless individual membership of the member's child is secured in same manner as all other membership candidates at that time.

(d) The enjoyment of family privileges by any person entitled thereto pursuant to this Section is subject to the terms, conditions and restrictions of these Rules, the House Rules and any other rules as may be adopted by Club. The Member shall be responsible for the charges and actions of the Member's spouse, children, designee, family members and guests and for their adherence to the provisions of these Rules and the House Rules. Any violation of the provisions of these Rules or the House Rules by the Member's spouse, children, designee, family members or guests, shall be grounds for disciplinary action by Club as to the Member and those enjoying membership privileges through the Member. Use of the Club Facilities by guests of Members shall be subject to such limitations and restrictions as may be set forth in a guest policy to be established and enforced by Club.

SECTION 3.2 RESIGNATION FROM MEMBERSHIP

A Member may resign from the Country Club at any time by giving written notice to Club by Certified mail. Such resignation shall be effective either on the first day of the month following the end of thirty (30) days after the day Club receives the notice or the day on which the Member pays all sums owed the Country Club for any obligation incurred up to the effective date of the resignation as determined by this paragraph, whichever comes last. Leaves of absence or inactive status are not permitted. Resignation by a Member does not entitle a Member to receive a return or refund of any portion of such applicable Member's Initiation Fee.

SECTION 3.3 DEATH OF MEMBER

(a) In the event of a Member's death, the heirs, successors, assigns, and estate of the Member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred by the Member in any manner set forth herein until the date of the Member's death.

(b) All memberships (other than Corporate Sponsored Memberships issued to Corporate Applicants that are not sole proprietorships) in any class of Country Club membership shall terminate upon the death of the Member unless, within 90 days of the date of the Member's death, the Member's surviving spouse gives written notice to Club of the spouse's desire to continue the Country Club membership in the class of membership held by the deceased Member. To be eligible for this option, the membership held by the deceased Member must have been in continuously good standing for the term of the membership. Notwithstanding the foregoing, in the event that the surviving spouse is listed on the deceased Member's membership application, the surviving spouse may continue the Country Club membership without the necessity of completing a current proposal form. The death of the Member and the continued use of the membership by the surviving spouse in accordance herewith shall not be deemed a transfer of the membership in violation of the provisions of these Rules.

SECTION 3.4 TRANSFER

The Club does not allow for transferability of a membership in any category.

SECTION 3.5 OPTION TO REVOKE TRANSFERABILITY

The provision for transferability of a Country Club membership in any class, whether presently existing or as may be established in the future, is a revocable privilege which may be terminated, suspended or modified by Club at any time, or from time to time.

SECTION 3.6 ASSIGNMENT PROHIBITED

No Member may sell, transfer, assign, pledge, hypothecate or otherwise encumber a Country Club membership, whether voluntary or

involuntary. Any such action shall be null and void and will immediately upon any attempt to do so, automatically result in forfeiture of the membership to the Country Club.

SECTION 3.7 CHANGES IN MEMBERSHIP CLASSIFICATION

A Country Club membership may be changed in classification upon a written request made with not less than thirty (30) days prior written notice to Club and may not be requested again for at least 12 months following any permitted change unless otherwise approved by Club. Any request for a change in Country Club membership classification is subject to: (i) the approval of Club, (ii) the availability of openings in the applicable class of Country Club membership to which the Member desires the membership to be changed, which availability is determined by Club, and (iii) the payment of such fees and charges for any such change in membership class that is then applicable as determined by Club. In no event or circumstance will any Member be entitled to a refund of any portion of the Initiation Fee previously paid by such Member for such Country Club membership as a result of a request, or the granting of a request, for a change of class of membership initially granted to a new class of membership which new class permits access to the Club Facilities on a basis that is more limited than the initial class of Country Club membership held by the applicable Member.

SECTION 3.8 REPURCHASE

(a) Club reserves the unilateral right at all times to terminate any Country Club membership in any class of membership without cause or reason, by paying to the Member the Initiation Fee previously paid by the Member for the applicable class of Country Club membership, subject to Club's right to deduct the amounts specified below in Section 3.8(b) from the applicable Initiation Fee. This right of repurchase may be exercised with or without the Member's permission or consent, even if the Member is in good standing and has paid all outstanding dues and charges. The termination shall be effective immediately upon payment to the Member of the amount equal to the Initiation Fee previously paid by the applicable Member for the membership to be repurchased, less any costs deducted in accordance with Section 3.8(b) below. Any Member who has their Country Club membership repurchased in accordance with this Section 3.8 has no right of appeal or hearing of any nature or type whatsoever.

(b) If Club elects to repurchase the membership of a Member who has outstanding fees, dues, or charges, Club shall have the unilateral right to offset such fees, dues or charges against the fee to be paid to the Member pursuant to Section 3.8 (a).

SECTION 3.9 OWNERSHIP DISPUTES

With regard to any claim or dispute about the ownership of a Country Club membership, Club shall be entitled to rely on the membership application and ownership of the Country Club membership shall be deemed to be in the name of the person listed on the application. Club will not become involved in any dispute concerning ownership or issuance of a Country Club membership and does not have any liability or responsibility for the resolution of such disputes.

ARTICLE IV

MEMBERSHIP SELECTION

SECTION 4.1 ADMISSIONS

Admission to the Country Club, after consultation with, and consideration of the recommendations of, the Board of Governors or a committee of the Board of Governors and review of the qualifications set forth in these Rules, will be by invitation and at the discretion of Club. No person failing to gain approval shall be again considered for membership until after the expiration of one (1) year from the time of such action. A person qualified for membership shall become a Member after (1) submitting a formal proposal for membership, including an agreement to abide at all times by these Rules and the House Rules, as then enacted or thereafter amended or modified; (2) satisfactory completion of any period of provisional status that may be established by Club; (3) formal approval of the Prospective Member's Proposal Form by Club; and (4) payment of the Initiation Fee and any other initial dues related to the applicable Country Club membership at the time of their election to the Club.

SECTION 4.2

PROSPECTIVE MEMBER APPROVAL PROCESS

(a) Prospective Members shall be financially qualified persons of good character who are over the age of twenty-one (21), who have secured both a primary and secondary sponsor, both of whom must be members in good standing at Miramont, who have completed a Prospective Membership Proposal Form for review by the Club's Membership Committee and who have given the club authorization to disclose and release information for the purpose of investigating their character, general reputation, personal characteristics, mode of living, reputation and financial condition.

(b) Prospective Membership Proposal's, properly sponsored and received, will be generally evaluated on the basis of the following criteria:

- (i) Interest of prospective member in a club membership is for social and recreational purposes;
- (ii) Financial responsibility and qualification of the prospective member, or corporate designee;
- (iii) Compatibility of the prospective member or its designee with the existing Members lifestyle and avocations;
- (iv) Desire to develop personal or social relationships with existing Club members;
- (v) Moral reputation and personal character of the candidate, spouse and family members;
- (vi) These and other criteria may be used in evaluating candidates for Club membership

(c) Invitations shall be extended on the above criteria without regard to age, race, creed, national origin, gender, religion or physical disability.

ARTICLE V

GENERAL CONDITIONS OF MEMBERSHIP

SECTION 5.1 HOUSE AND GROUND RULES

Club may establish house and ground rules (the "House Rules") for the use of the Country Club and the Club Facilities and for the conduct and attire required of Members while using the Country Club and the Club Facilities. The House Rules may be amended by Club at any time, and from time to time, and shall become effective immediately upon the posting of a copy thereof, together with any amendment thereto, in a conspicuous place at the Country Club, or upon publication in the Country Club's newsletter.

SECTION 5.2 NO OWNERSHIP OR EQUITY RIGHTS

The Country Club is not an equity club and no Member shall, by virtue of a Country Club membership, be an owner or partner of the Country Club or Club or have any ownership or equity right or interest in the Country Club, the Club Facilities or any of the assets of the Country Club or Club, or in any personal property owned, leased or utilized in connection with the Country Club. No Member shall have any right to any accounting or share in, or designate the use of, the revenues, receipts, income or profits realized from the operation, sale or financing of the Country Club or the assets a part thereof. Members are not liable for the debts or other obligations of the Country Club or Club, past, present, or future. No Member shall have any right to determine any management policies or procedures for the Country Club operations. Acceptance of a membership in the Country Club constitutes acceptance and agreement by the Member and such Member's spouse, children, designees, family members and guests to abide by these Rules, the House Rules and such additional rules and regulations promulgated from time to time by Club, as they may be adopted or amended from time to time by Club.

SECTION 5.3 FINANCIAL RESPONSIBILITY

Each Member shall be legally and financially responsible for the Member's acts and omissions as well as those of such Member's spouse, children, designees, family members and guests. Further, each Member

shall expressly be financially responsible to timely pay for all charges or other indebtedness incurred by the Member and the Member's spouse, children, designees, family members and guests.

SECTION 5.4 DIVORCE

In the event a Country Club membership of any class is held by a married couple and the couple thereafter becomes legally separated or divorced, the membership shall be listed in the name of, and all rights, benefits, and obligations of the Country Club membership shall be determined by the Country Club to be held by, only one (1) spouse as set forth in the separation agreement or divorce decree recognized as legal and binding in the State of Texas. The other spouse shall no longer be considered to have any membership rights in the Country Club by virtue of such membership. The membership in any class is not divisible. In the absence of a written agreement or divorce decree setting forth the spouse entitled to the membership, the membership shall continue in the name of the applicant set forth on the membership application. If both spouses are listed on the membership application, Club may determine that one of the spouses is to be designated as the Member. In such event, all Country Club privileges, rights, benefits and obligations of membership shall be deemed to be held by the spouse designated by Club as the Member to the exclusion of the other spouse. During the pendency of divorce or separation, Club can suspend charging privileges of the membership of the divorcing Member and spouse.

SECTION 5.5 LIABILITY FOR INJURIES

Each Member expressly agrees that all use of the Club Facilities is undertaken by the Member and the Member's spouse, children, designees, family members and guests at their sole risk. Each Member and each person using the Club Facilities through the Member's membership further agrees that none of the Country Club, Club, the Managing Director or any of their respective affiliates, shareholders, partners, members, directors, officers, agents or employees, is liable for any injuries or damages to any Member or the Member's spouse, children, designees, family members or guests, and is not subject to any claims or demands whatsoever, relating to operation of the Country Club or the use and/or operation of the Club Facilities, including, without limitation, those claims or demands resulting from acts or omissions of active or passive negligence on the part of Country Club, the Club, the Managing Director or any of their respective affiliates,

shareholders, partners, members, directors, officers, agents, or employees. In consideration of the grant of the privileges herein described, each Member for himself and on behalf of his spouse, children, designees, family members, guests, executors, administrators, heirs, assigns, and successors, does hereby expressly forever release, discharge and specifically agrees to indemnify and hold harmless the Country Club, Club, the Managing Director and all their respective affiliates, shareholders, partners, members, directors, officers, employees, agents, assigns, legal representatives, and successors from all claims, demands, injuries, damages, actions, or causes of action (a) arising from any person entering upon the Country Club premises for any reason by virtue of the Member's membership, or (b) arising from the use of the Country Club premises or the Club Facilities by the Member or any person entering upon the Country Club premises or Club Facilities by virtue of the Member's membership.

SECTION 5.6 PERSONAL PROPERTY

Each Member understands that because of the number of guests granted access to the Country Club property, it is impossible to guarantee the security of personal property. Each Member agrees to take precautions against theft and not to encourage theft by failing to properly secure all articles belonging to Member or the Member's spouse, children, family members, designees and guests, brought on the Country Club property or in the Club Facilities. Each Member agrees that none of the Country Club, Club, or the Managing Director, or any other person or entity is responsible or liable to the Member or the Member's spouse, children, family member, designee or guests for articles damaged, lost, or stolen in or about the Country Club premises or the Country Club Facilities, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided by the Country Club are offered as a convenience to the Members and none of the Country Club, Club, the Managing Director or any other person or entity represents or warrants that the lockers or storage facilities are safe and secure, nor guarantees that any items placed therein are or will be secure.

SECTION 5.7 AVAILABILITY OF CLUB FACILITIES

(a) The obligation to pay dues is not dependent on the availability of all or any portion of the Club Facilities or the frequency of use of the Club Facilities. Repair and maintenance of Club Facilities and/or

other occurrences may make it desirable for Club to change hours of use or restrict the use of all or a portion of the Club Facilities or to close all or a portion of the Country Club temporarily. Club will not reduce or suspend dues during the time when the Club Facilities, in whole or in part, are not available for use by Members, and Members will not be entitled to any reduction in the then currently payable dues for the applicable class of Country Club membership. Club is entitled to and reserves the right to close the Club Facilities to Country Club Members in order to hold golf tournaments and other events at such times and with such frequency as Club determines.

(b) Club reserves the right (i) to continue or modify operation of any or all of the Club Facilities including but not limited to, hours of operation; (ii) to sell or otherwise dispose of the Country Club, the Club Facilities or any part thereof; and (iii) to make any other changes in the terms and conditions of Country Club membership or the Club Facilities available for use by Members. Use of the Club Facilities may be restricted or reserved from time to time as determined by Club, and Club may extend privileges of the Country Club and the right to use the Club Facilities to such other persons upon such terms and conditions as Club may from time to time establish.

ARTICLE VI

FINANCIAL OBLIGATIONS

SECTION 6.1 INITIATION FEES

Club shall have the right to determine the amount (and amend, including increases, from time to time) of the initiation fee (the “Initiation Fee”) paid by an applicant for each class and category of membership in the Country Club as a condition to granting membership in the Country Club. All Initiation Fees paid for Country Club memberships are due and payable in full upon election and non-refundable except as specifically set forth herein.

SECTION 6.2 DUES AND ASSESSMENTS

Each Member, whether individual or corporate, shall pay monthly, in advance, the then current amount of dues for the Member's class and

category of membership. Club shall have the right to establish (and amend, including increases, from time to time) the dues for each class and category of Country Club membership, provided that any increase in the dues for any class or category of Country Club membership during a calendar year shall not exceed ten percent (10%) of the dues payable with respect to such class or category for the immediately preceding calendar year. Other than dues and the food and beverage minimum described in Section 6.3, Members will not be required to pay any other periodic assessments with respect to such Member's membership in the Country Club.

SECTION 6.3 FOOD AND BEVERAGE MINIMUM

Each Member will have added to his statement each calendar quarter a minimum charge for food and beverage services at the Country Club. All food and beverage charges made by the Member and Member's hosted guests during that calendar quarter at the Country Club will be credited against the minimum until such minimum is met. Should actual charges for food and beverage be less than the required minimum for the applicable calendar quarter, the Member will be required to pay the difference between the minimum charge and the actual charges for the applicable calendar quarter. All food and beverage charges and minimum charges are subject to a service gratuity and to applicable sales tax, which is not counted, in determining if the minimum amount has been met. Food and Beverage charges for private parties in any of the function rooms or on any event booked through the Club's Special Event's Department do not or will not qualify for reduction of the food and beverage minimum.

SECTION 6.4 INVOICES; LATE CHARGES

Club shall invoice each Member on a monthly basis for all amounts payable to Club by such Member, whether for dues, food and beverage services, or any other goods and services purchased for the account of such Member. Invoices shall be due and payable upon receipt of the monthly statement and shall be delinquent if not paid by the twentieth (20th) day of the month in which received. Club may assess a delinquent Member a late charge of \$25 for each billing period an amount is delinquent. Payments on delinquent accounts shall be applied first to reduce late charges, then to any other charges, then to accrued dues, and then to food and beverage charges.

SECTION 6.5 RECOVERY OF DAMAGES OR DUES

If Club is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Rules against a Member, the Member agrees he shall be responsible for all costs of collection, reasonable attorney's fees incurred by the Club and all court costs.

ARTICLE VII

DISCIPLINARY ACTION

SECTION 7.1 FOUNDATIONS

Club shall have power to reprimand, suspend, expel, or otherwise discipline any Member for committing any violation of these Rules or the House Rules; or for disruptive conduct or conduct unbecoming a Member; or for any action taken which Club believes to be against the best interests of the Country Club; or for other cause determined by Club. In the event of the exercise by Club of any right under this Article VII, or any of the subsections thereof, no Member or any other person shall have any right of appeal or hearing of any nature whatsoever. The expulsion or suspension of a Member's membership or the termination of a Member's membership does not entitle the Member to a hearing, review, appeal, or grievance of any kind, type or nature nor act as a release, waiver or forgiveness of any amount owed to Club or the Country Club.

SECTION 7.2 DELINQUENT ACCOUNTS

When Club determines that the balance of any Member account becomes past due, Club may post within the Country Club the name of the Member and the fact that such Member is past due. In the event that such Member's name is posted as a past due account, Club shall have the discretion as to when to remove such posting, regardless of payment of the past due account, and Club shall have no liability as to the posting of the Member's name nor for timing of the removal of the posting. When the account of any Member of the Country Club shall remain unpaid after the twentieth (20th) day of the month in which the invoice therefore is received, notice thereof shall be sent to the Member and the Member's credit and use of the

Country Club by the applicable Member, as well as the Member's spouse, designee, children, family members and guests, shall be suspended indefinitely. Such notice of suspension may be included with the statement of account mailed to Member or sent separately. If payment is not made within thirty (30) days after depositing the notice in the mail, the membership may be terminated by Club without further notice or action by Club. A membership terminated for nonpayment may be reinstated only with the approval of Club and upon such terms as the Club may determine.

SECTION 7.3 RETURNED CHECKS

All Members shall be charged an additional fifty dollars (\$50.00) on their statement for each check returned by the Member's bank for any reason.

SECTION 7.4 NOTIFICATION OF SUSPENSION OR EXPULSION

In the event of suspension or expulsion, the Member's membership in the Country Club is suspended or terminated and Member shall be notified by Club. Notice by any means directed to the Member's last known address based on the records of the Country Club shall be sufficient. Suspension or expulsion does not entitle the Member to a hearing or appeal of any type or nature. Such notice of suspension or expulsion may be included with the statement of account mailed to the Member or sent separately.

SECTION 7.5 CONSEQUENCES OF SUSPENSION OR EXPULSION

In the event a Member is expelled or temporarily suspended from the Country Club, such Member, and any other person (i.e., the Member's spouse, designee or children) who would also be entitled to the privileges of such membership, shall be permanently barred in the event of expulsion (unless separate membership is obtained by such other persons) or temporarily barred during the period of suspension, as the case may be, from admittance to the Country Club and the Club Facilities, both under the Member's own membership and as a guest of another Member. A suspended Member will not be required to pay dues for the period of suspension but must still timely pay all dues owing for non-suspension periods and all charges incurred.

SECTION 7.6 **EXAMPLES OF CONDUCT THAT COULD “CAUSE”
SUSPENSION OR EXPULSION**

The following examples of conduct that could “cause” suspension or expulsion shall include, but not be limited to:

- (a) Use of the club’s mailing list for personal or professional gain;
- (b) Using one’s membership to influence club staff in the purchase of supplies or services of the club;
- (c) Disruptive or disorderly conduct at the club;
- (d) Conduct either inside or outside the club that could endanger the good order, welfare or character of the Club;
- (e) Deliberate abuse of any item of Country Club property;
- (f) Being deemed financially irresponsible for repeated delinquencies or related incidences regarding payment of club dues and services;
- (g) Willful violation of these membership rules and the related House and Grounds Rules.

ARTICLE VIII

MEMBERSHIP MEETINGS

SECTION 8.1 **PURPOSE**

Special meetings of the Members of the Country Club may be called at any time by Club to facilitate dissemination of membership information and discussion concerning the operation and management of the Country Club.

SECTION 8.2 **NOTICE**

The call of the meeting shall set forth the purpose of the meeting, and a notice thereof shall be mailed to each Member at least ten (10) days prior to the time of such meeting. No other business than that specified in the call or notice shall be considered or transacted at the meeting unless agreed to by Club.

ARTICLE IX

BOARD OF GOVERNORS

SECTION 9.1 **BOARD OF GOVERNORS**

Club may, but is not obligated to, appoint an advisory board (a "**Board of Governors**") consisting of Members or their spouses. Club shall appoint one member of the Board of Governors as chairman (the "**Chairman**"). Upon request by Club, the Board of Governors shall provide advice and counsel as may be requested by Club on any and all items relating to the conduct of Country Club affairs, including, but not limited to, the following areas, if requested by Club:

- (i) Membership admission policies;
- (ii) Design and functional arrangement of Club Facilities;
- (iii) Initiation fees and dues for all classes and categories of memberships;
- (iv) The Rules and House Rules, guest policies and operating hours of the Country Club;
- (v) Policies having to do with questions of conduct and/or mode of dress; and
- (vi) Plans for renovating, remodeling, modernizing, or expansion of the Club Facilities.

The Board of Governors may also consult with Club on matters that might affect the harmonious relationship between the membership and the management of the Country Club. The Board of Governors shall report to Club. Notwithstanding the foregoing, the Board of Governors shall have no right or power to direct, manage, supervise or control the management or affairs of the Country Club or Club.

SECTION 9.2 COMMITTEES

Club may, but is not obligated to, appoint from time to time and at any time, such advisory committees as Club deems appropriate to advise and counsel with Club. In the event Club elects to appoint or establish any advisory committees, such advisory committee may include, but need not be limited to, a member from each of the following organizations: (i) Men's Golf Association, (ii) Women's Golf Association, and (iii) such other organizations as Club determines, from time to time. Upon request by Club, each advisory committee shall provide advice and counsel on such matters as may be requested by Club. Notwithstanding the foregoing, no advisory committee shall have the right or power to direct, manage, supervise or control the management or affairs of the Country Club or Club.

SECTION 9.3 ADMINISTRATION

Club may remove any member of the Board of Governors or any advisory committee at any time, with or without cause. Vacancies occurring on the Board of Governors or any advisory committee due to death, resignation, removal, or any other reason shall be filled by appointment by Club, with the advice and counsel of the Board of Governors upon request. Club may from time to time, and at any time, appoint, establish, discontinue, disband, discontinue or modify any boards, committees, or other organizations, as deemed necessary by Club in connection with the Country Club and Country Club operations, including, but not limited to, the Board of Governors or any advisory committee previously appointed or established by Club.

ARTICLE X

MISCELLANEOUS

SECTION 10.1 NOTICES

Except where otherwise clearly specified herein, whenever any notice, statement, billing or other communication is required or permitted to be given to a Member under these Rules, it shall be given in writing and

shall be personally delivered or sent by United States mail, postage fully prepaid, addressed to such Member's last known address on file with the Country Club. Any notice, statement, billing or other communications sent shall be deemed to have been given and received at the time of personal delivery, or if mailed, on the third day following the date of its deposit in the United States mail. Any notice required to be given by a Member to the Country Club or Club shall be given in writing and shall be personally delivered or sent by certified mail, return receipt requested, through the United States Postal Service, postage fully prepaid, addressed to the attention of the Managing Director (or other office or person specified in these Rules) at the Club's address at One Miramont Boulevard, Bryan, Texas, 77802. Notice to Club is effective upon receipt by Club.

SECTION 10.2 AMENDMENTS TO RULES; INTERPRETATION

Club shall have the unilateral right, without notice, to adopt new Rules and amend these Rules at any time and from time to time. Any disputes or ambiguities regarding the interpretation of these Rules shall be resolved by Club. The exercise of any right, power, privilege, or authority that may be exercised by Club pursuant to these Rules, and any determination, approval or other action that may be taken by Club pursuant to these Rules, may be exercised or taken at the sole and absolute discretion of Club.

IN WITNESS WHEREOF, these Rules have been executed and approved by Club and are to be effective as of the 1st day of January, 2008

MIRAMONT COUNTRY CLUB PROPERTIES, L.P.

BY: MIRAMONT COUNTRY CLUB GP, L.L.C.


Stephanie Adam Malechek
President

MIRAMONT COUNTRY CLUB
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MIRAMONT COUNTRY CLUB
HOUSE AND GROUND RULES
(these "House Rules")

ARTICLE I

OPERATIONS

SECTION 1.1 HOURS OF OPERATION

The schedule of operation for the Clubhouse and food service will be posted, but is subject to change. The schedule of operation is also subject to change due to weather conditions. The entire Club, including the golf course, is closed on Mondays, Christmas Day and New Year's Day.

SECTION 1.2 CHARGING PRIVILEGES

Purchases of merchandise, food and beverages and services will be charged to the member's account. Management reserves the right to suspend or place limits upon a member's charging privileges. A member may specify the eligible family members who will be authorized to make charges to the member's account.

SECTION 1.3 RECIPROCAL CHARGING

As a courtesy to members, guest privileges in a select number of clubs may be extended to members. Members should obtain a letter of introduction from their home club prior to visiting another club. All members will be governed by the house rules of the club they visit.

Upon arrival at the club, it is expected that visitor's from other clubs shall present their letter of introduction from their sponsoring club. A guest card and temporary account number will then be assigned to each guest. Guests from other clubs will be billed through their sponsoring club and payment must be guaranteed by the host club, before privileges can be granted. These reciprocal privileges are meant to be provided as a courtesy for short term and infrequent visits to other clubs when away from Miramont.

SECTION 1.4 **GUESTS**

(a) Members may bring guests to the Club. Members are responsible for advising their guest of Club rules and policies and for the conduct of their guests, as well as all charges by, and any damage caused by their guests. Members will be charged the applicable guest fees in effect at the Club. Except as provided in (b) below, members must accompany their guests at all times. Members may introduce a reasonable number of guest to the Club but should not leave unescorted guests at the Club or in the clubhouse. Management may, at any time, deny guest privileges.

(b) Charter members may sponsor a maximum of four (4) unaccompanied guests per day at the Club, subject to appropriate guest fees, by making arrangements in advance with Management.

(c) Management may sponsor guests at the Club, but will use discretion to avoid peak play periods when scheduling guests for golf play.

(d) If a member has guests that are residing in their residence within the Miramont community or in the Clubhouse guest rooms, the member may request a temporary membership card that will be activated once within a year per guest for no more than five (5) days. All charges will be reflected on the member's account or, if approved in advance, charged to the guest's country Club account.

SECTION 1.5 **MINORS**

(a) For the purpose of these House Rules, a minor is defined as an unmarried child who is under the age of twenty-five (25), resides in the member's residence, and is attending college on a full-time basis or serving in the United States Military Services.

(b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests' children. In the event of violations of these House Rules or policies by minors, restrictions may be imposed on the member's use of the Club facilities.

(c) Management, at its sole discretion, reserves the right to limit the use of Club facilities by minors. Please refer to Section 2.14.

(d) Alcoholic beverages may not be sold to or served to any

person under the age of twenty-one (21). Minors are not permitted in the bar lounge unless accompanied by a parent and are not permitted to be seated at the bar at any time.

SECTION 1.6 PROPER CONDUCT

Members are to conduct themselves in a manner which will not interfere with other members' or their guests' enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior are prohibited.

SECTION 1.7 RULES AND ETIQUETTE OF PLAY

Depending upon the activity, members, member's family and guests, as applicable, are required to familiarize themselves with the rules and etiquette of golf, as outlined in the United States Golf Association (USGA) handbook, or the rules and etiquette of tennis, as outlined in the United States Professional Tennis Association (USPTA) handbook. These handbooks are available for review in the golf or tennis shops. Failure to abide by USGA or USPTA rules is considered a violation of these House Rules. In addition, all persons using the swimming pool must abide by the pool safety rules as posted in the pool area.

SECTION 1.8 CELL PHONE USAGE

To preserve the integrity of the Club and out of respect for Members and their guests, the use of cellular phones in any public areas of the Club is prohibited. Telephones for member use are provided throughout the Clubhouse. Cell phones may be used in the locker rooms and operated, in vibrate mode only, on the golf course for the purpose of retrieving messages.

SECTION 1.9 SUPERVISION OF PLAY

The golf professional, tennis professional and swimming pool/fitness director or their designee have the responsibility for supervision and control of all matters relating to play on the golf course, tennis courts, and swimming pool/fitness center, respectively. Golf course, tennis courts or swimming pool/fitness center privileges may be refused to anyone who, in the judgment of the applicable Club professional, violates the rules of play, etiquette or dress code.

SECTION 1.10 REGISTRATION FOR PLAY

All members and their guests must register with the golf, tennis or swimming pool/fitness employees prior to using the facilities.

SECTION 1.11 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the responsible Club employee.

SECTION 1.12 CLUB EMPLOYEES

Assignments made to and supervision of Club employees is the sole responsibility of Management. Members or their guests must not reprimand or send Club employees off the property for any reason.

SECTION 1.13 GOLF, TENNIS AND SWIMMING INSTRUCTION

Instruction in golf, tennis and swimming is offered under the supervision of the applicable Club professional for a fee. No charges will be assessed if a scheduled lesson is cancelled twenty-four (24) hours or more in advance. If a lesson is cancelled less than 24 hours in advance, or the member fails to appear for a scheduled lesson, the member will be charged the applicable lesson rate.

SECTION 1.14 DRESS CODE

(a) **General.** Attire and grooming will not be such as to offend other members or guests. Members are responsible for seeing that their guests conform to the dress code. Blue jeans shall be considered appropriate Club attire except on the golf course, in the fine dining room and in the lobby bar and lounge areas. Management reserves the right to refuse the use of a Club facility to anyone determined to be in violation of the dress code.

(b) **Golf.** Members and guests must wear appropriate collared shirts at all times on the golf course and in the social areas of the Club. Shorts must be of bermuda-length or a style designed for golf. Spikeless golf shoes must be worn on the course and practice areas. The following types of clothing are prohibited on the golf course: denim jeans or denim

shorts of all types and designs; short shorts, cutoffs, tennis or running shorts; tennis-length skirts; t-shirts, or tank-tops.

(c) **Tennis.** While on the tennis courts, members and guests must always wear appropriate attire in styles specifically designed for tennis. Men must wear shirts with sleeves at all times. No black-soled shoes of any type are permitted on the courts.

(d) **Swimming.** Members and guests must wear proper swimming attire in the pool area. Cutoffs are prohibited. Wet bathing suits are not permitted outside the pool area and pool locker rooms. Hairpins may not be worn in the water. Only equipment utilized in swimming is allowed in the fenced pool area. Use of water-soluble sun block in the swimming pool is permitted and recommended. However, oil based sun tanning products must be removed prior to entering the swimming pool.

(e) **Fitness.** Appropriate workout attire must be worn at all times. Shirts and soft-soled shoes are required.

(f) **Dining Rooms.** Casual attire is permitted in the Mixed Grill. Tennis and fitness attire must be covered by warm-up outfits in the Mixed Grill. Swimsuits are not permitted. Coats for gentlemen and appropriate attire for ladies is required for the evening meal in the dining room.

(g) **Lobby Bar and Lounge Areas.** Collared shirts and slacks must be worn in the Lobby Bar and Lounge areas. Coats for gentlemen and appropriate attire for ladies is required in the evenings on Friday and Saturday.

*SPECIAL NOTE: 7i Vá dcnYg\J YWb\bgfi WXlc YZfW\Y7i V\YgWUX
lc fYd\fhlc A UbJ Yá Yhja a Y\U\Yni UnúMfgbcf dMfgbgt Zj gbJ lc Wá dñi*

SECTION 1.15 LOCKER ROOMS

(a) Men's and ladies' lockers in the main Clubhouse, if available, may be rented by members on an annual basis, pursuant to a locker rental agreement to be executed between the member and the Club. Members specifically agree that the Club, its agents and employees are hereby held harmless against, and are not

responsible for any losses, damages or claims which may arise from the member's use of lockers.

(b) Members and guests must change shoes and clothes in the locker rooms. Changing of shoes or clothes in the parking lot is prohibited.

(c) Children under the age of 16 must be accompanied by an adult when in the main clubhouse men's and ladies' locker rooms.

(d) Locker fees are subject to change without notice and are not included in the Club Member dues.

SECTION 1.16 MEMBER CHARGES AND GRATUITIES

(a) A Member must sign a charge ticket for all services and goods using a legible signature and account number. No cash will be accepted. A Member who signs another's name or number or permits an unauthorized individual to sign his or her name or number, or signs for transactions after having been notified that their privileges have been suspended, shall be subject to disciplinary actions.

(b) A service gratuity charge of 20% is added to each food and beverage check; but additional gratuity is permitted and appreciated for exceptional service.

SECTION 1.17 COMPLAINTS AND HOUSE RULES VIOLATIONS

(a) Club employees are to be treated in a courteous and considerate manner and shall not be reprimanded by a Member. Any complaints regarding Club employees should be promptly made to the manager on duty. All complaints will be resolved in an appropriate manner by Management.

(b) Members are requested to report misbehavior or violations of these House Rules committed by employees, other members or guests to Management. All violations will be subject to disciplinary action as deemed necessary by Management.

SECTION 1.18 AUTOMOBILE USE

Except as required by valet parking arrangements, automobiles will not be permitted to remain in the entrance of the Clubhouse. Automobiles may not be driven on Club grounds at a speed greater than fifteen (15) miles per hour. It is a violation of these House Rules to disregard parking space markings, to use more than one parking space, to park in an unmarked space, to park in a fire lane or to improperly use parking spaces designated as reserved, including, without limitation, parking spaces designated as reserved for the disabled. Violations are subject to disciplinary action. Parking in the Club's lot is undertaken at the member's own risk.

SECTION 1.19 ANIMALS

Seeing-eye dogs are permitted. Pets or other animals are not permitted in the Clubhouse or on any of the Club's property at any time.

SECTION 1.20 CLUBHOUSE GUEST SUITES

The Clubhouse includes guest suites that are an amenity to Members and their invited and sponsored guests. Charter members have first priority and may reserve suites one year in advance of reservation. All other Members may make reservations six months in advance. Properly sponsored guests who will not be "hosted" overnight by a member will be offered suites three months in advance of reservation. Reservations for a maximum of two suites will be allowed on football and other black out dates as announced in advance by the Club.

Reservations are confirmed and guaranteed to a members account at the time of booking. Any changes or cancellations must be made at least 48 hours prior to arrival date or the room rate is charged in full for the first night's stay. During certain black out dates including (Thanksgiving, TAMU home football games, New Year's Eve and other dates to be announced and determined as need arises) minimum stay and cancellation policies may apply. All suites are non-smoking and pets are not permitted.

SECTION 1.21 USE OF TOBACCO PRODUCTS

The use of any form of tobacco product is not permitted anywhere within the Club, within one hundred feet of any entrance to the Club, within the pool area, the tennis court area or in any dining terrace area.

SECTION 1.22 ADVERTISING AND PETITIONS

No subscription paper or petition shall be posted or circulated nor shall any article be advertised or exposed for sale anywhere on Club premises except as approved by Management.

SECTION 1.23 REMOVAL OR DAMAGE OF CLUB PROPERTY

No book, newspaper, magazine or any other item that is the property of the Club shall be removed from the Clubhouse. Glassware, crockery, silverware, furniture or other property of the Club that are broken or damaged by a member or guest will be charged to the responsible member's account. Club towels are not to be kept in member lockers nor removed from the locker rooms or Clubhouse. Towels for use at the pool area and on the golf course will be provided and should be returned following use, in those areas.

SECTION 1.24 MEMBERSHIP ROSTERS

Use of membership rosters or other Club publications for business or solicitation purposes is strictly prohibited.

ARTICLE II

GOLF

SECTION 2.1 GENERAL

Every golfer must have his/her own set of golf clubs and a golf bag with the appropriate bag tag issued by the Club.

SECTION 2.2 STARTING

All golfers must check in with the golf shop before beginning play. Play must begin on the starting hole designated by the golf shop.

SECTION 2.3 WEEKDAY TEE RESERVATIONS

Weekday reservations are recommended, and may be obtained by contacting the golf shop not more than six (6) days in advance, with the exception of Charter members.

SECTION 2.4 WEEKEND AND HOLIDAY TEE RESERVATIONS

Weekend and holiday tee time reservations may be obtained by contacting the golf shop not more than six (6) days in advance, with the exception of Charter members. No more than one guest may accompany a member before noon on weekends without prior approval of the pro shop. Each guest (by name) is limited to a maximum of five (5) golf guest rounds per calendar year, excluding club hosted member-guest.

SECTION 2.5 NON-RESERVATION PLAY

Golfers without a reservation are assigned the first available tee time.

SECTION 2.6 PRACTICE

When practicing, members are to use the practice range only. Under no circumstances is practice permitted on the golf course tees, greens or fairways.

SECTION 2.7 PLAYING GROUP

(a) No more than four players per group are permitted, unless prior approval has been obtained from the golf professional.

(b) In the case of a group with fewer than four players, the golf employees, at their discretion, may fill the group with other waiting players.

SECTION 2.8 SLOW PLAY

If a group falls one hole behind the group in front, the slow group must invite the group behind to play through. At the request of a course marshal or a golf employee, the slow group must step aside and let the group behind play through. Every group should be aware of their pace of play and be responsible and courteous in maintaining the proper pace. Any group that stops between nines and fails to leave for the next tee, prior to the appearance of the group following, will lose its position on the course.

SECTION 2.9 GOLF RULES

Play is governed by USGA Rules, with the exception of any local rules, which take precedence. The golf employees are empowered to enforce all golf rules. Violation of any golf rule may result in disciplinary action by Management.

SECTION 2.10 GOLF CARTS

(a) The use of golf carts is encouraged to facilitate faster play. Golf carts may be operated by anyone sixteen (16) years of age or older, provided that person has a valid driver's license and has paid the proper fee.

(b) Privately owned golf carts are permitted for Miramont Community residents. All privately owned golf carts must adhere to standards approved by Management and must be registered. An annual trail fee will be assessed to all private cart owners. Any Member or guest riding with a private cart owner must pay the appropriate fee.

(c) A member is liable for any personal injury or property damage that results from the use of a golf cart rented in their name or from privately owned golf carts. A member is also liable for any loss or damage to golf carts and must pay any and all repair costs necessitated by the member's misuse.

SECTION 2.11 GOLF CART OPERATION

(a) Golf carts are to carry no more than two (2) riders at any time.

(b) Drivers must adhere to the operating instructions on the golf cart. Golf carts are not to be operated with any apparent or observed mechanical failure.

(c) Golf carts are to be returned to the golf cart staging area. They are not to be left in any other area.

SECTION 2.12 GOLF CART ROUTES

Drivers must observe and obey all signs, stakes, roped-off areas and other markers installed to guide golf carts. Golf carts may be restricted to cart paths only based on course conditions. Golf carts are to be driven at a ninety-degree angle to the golf ball and directly back to the cart path. Golf carts are not to be driven over sprinkler heads or areas that are newly planted, wet, or under repair.

SECTION 2.13 GOLF COURSE RESTRICTIONS

Use of the cart paths or golf course for walking and jogging will be permitted only when the course is closed or when there are no golfers present on the golf course. Access for these purposes is limited to Members and Miramont Community residents. Any and all other activities including but not limited to, biking, boating, swimming, rollerblading, skateboarding, diving for golf balls and riding scooters or vehicles other than golf carts is strictly prohibited.

SECTION 2.14 JUNIOR PLAY

(a) In order to play without being accompanied by an adult member, juniors (age 14 or younger) must be certified for golf competency and knowledge of golf etiquette by the golf professional.

(b) All junior guests accompanied by a member on any of the golf facilities will be charged a junior guest fee.

(c) Children under the age of five (5) are not permitted on the golf course or practice facilities at any time.

(d) Golf member's children and grandchildren that are under the age of ten (10) may accompany the member on the four "family" holes for no charge except a nine-hole cart fee, if a golf cart is rented.

(e) Juniors' play may be restricted during hours designated for Men's or Ladies' Day, or during times of peak play. Adults have priority over juniors at all times with regard to course availability.

ARTICLE III

TENNIS

SECTION 3.1 RESERVATIONS

Reservations for a court may be made no earlier than six (6) days in advance. Ninety minutes of court time are allowed for both singles play and doubles play. Both players must be present to obtain a court for singles. To obtain a doubles court, three of the four players must be present and not currently playing on another court. If players fail to appear within ten (10) minutes of the reserved time, the court reservation will be forfeited to other waiting members.

SECTION 3.2 UNRESERVED COURTS

Play on unreserved courts will be on a first-come, first-serve basis. However, members who have not previously played on a given day have priority over members who have already played.

SECTION 3.3 INSTRUCTION

Courts may be used for instruction as required.

SECTION 3.4 GUEST PLAY

All Members and guests (by name) must register with the tennis shop and failure to register may result in loss of tennis privileges. Members will be charged a fee for guest play. Guest use of the tennis courts may be restricted, if in the opinion of management a specific guest's visits are excessive.

SECTION 3.5 PROHIBITED ACTIVITIES

No food or beverages, other than water, are permitted on the courts. Glass containers are not allowed on the courts. Trash is to be placed in the containers provided. Only tennis may be played on the courts. For safety concerns, persons not playing tennis are to remain outside the fence.

ARTICLE IV

SWIMMING

SECTION 4.1 POOL ACCESS

No person may enter the swimming pool area except when the pool is open for use. Swimmers who use the pool in the absence of a lifeguard do so at their own risk. Swimmers must leave the water upon request of a lifeguard.

SECTION 4.2 DRESS CODE

Appropriate swim wear, as designated by the Club, is required at all times. Swim wear is permitted only in the pool area and the pool locker rooms. No one in swim wear is permitted on the golf course, or in the Clubhouse. Restrooms and locker facilities are provided in the pool area.

SECTION 4.3 REGISTRATION

All Members and guests (by name) must register with the attendant before entering the swimming pool area and failure to register may result in loss of swimming pool privileges. Members will be charged a fee for guest use. Guest use of the swimming pool may be restricted, if in the opinion of management a specific guest's visits are excessive.

SECTION 4.4 CHILDREN

(a) All children under the age of twelve (12), must be accompanied by a responsible adult at all times when in the pool area. The safety responsibility for children is that of the parent.

(b) No child under the age of eighteen (18) years may use the pool unless a lifeguard is on duty or unless accompanied by a responsible adult.

(c) Children should not be changed or dressed on the pool decks. Changing stations are available in the pool locker rooms.

SECTION 4.5 ILLNESS, MEDICAL CONDITIONS

(a) Persons are not permitted in the pool if they have nasal or ear discharges, cough, fever, infection of any kind, eye inflammation, skin disease, or are wearing bandages

(b) The lifeguard must be advised of physical or neurological disabilities of any person entering the pool area.

SECTION 4.6 PROHIBITED ACTIVITIES

(a) Running, wrestling, pushing, dunking, "rough-housing" and towel-snapping are not permitted anywhere in the pool area, including the locker rooms.

(b) Snorkels, fins, masks, kickboards, weights and flotation devices are not permitted in the pool unless permission is obtained from the pool manager. No items that may clog pool drains may be thrown into the pool for any reason.

(c) Food and beverages may be consumed only in designated areas and may not be taken into the pool or the locker rooms. No glass containers of any kind are permitted in the pool area. Gum chewing is not permitted in the pool area. Trash is to be placed in the containers provided.

(d) Clubhouse locker room towels may not be taken into the pool area.

ARTICLE V

FITNESS CENTER

SECTION 5.1 SUPERVISION

In order to utilize the fitness center without being accompanied by an adult member, the fitness director or their designee must certify all children (under the age of eighteen (18)). Persons who use the fitness center do so at their own risk.

SECTION 5.2 REGISTRATION

All Members and guests must register with the attendant before entering the fitness center. Members will be charged a fee for guest's use of the fitness center.

SECTION 5.3 PROHIBITED ACTIVITIES

No food or beverages, other than water, are permitted in the fitness center. Glass containers are not allowed. All trash is to be placed in the containers provided. Running, wrestling and "rough-housing" are not permitted.

ARTICLE VI

FOOD AND BEVERAGE

SECTION 6.1 SERVICE HOURS

For the service hours of each food and beverage department, see the Club newsletter or the "Members" section of the Miramont website.

SECTION 6.2 BANQUETS AND SPECIAL FUNCTIONS

- (a) The Banquet and Special Events Director should be

contacted for information and reservations regarding banquets and special functions. Any meeting or group function held at the Club must have a member as a sponsor, and the member is responsible for the payment of the event. The Club must provide all food and beverage for any private party. The club reserves the right, at its sole discretion, to refuse to allow the use of club facilities for any proposed event

(b) All room reservations for banquets and special functions require an advance deposit payment. Room/Club use fees will be applied to all member sponsored events (i.e., where a member is ultimately being reimbursed for charges incurred at the Club on behalf of a third party or the member's business.

(c) The number of guests attending any banquet must be guaranteed seventy-two (72) hours before the function. The host will be charged this guarantee or the actual number attending in excess of this number. If no guarantee is given 72 hours prior to the event, the number reflected on the function sheet, or the number in excess attending the function will be charged. The count of management regarding the number of guests for food and beverage charges at private parties will be final.

(d) The Club's dress code and cell phone policy, as posted in these rules and regulations, must be followed by guests for all private parties. It is the responsibility of the host/sponsor to inform their guests of the club's customs and traditions in this regard.

(e) The responsible party is required to pay for the guaranteed number of attendants, as well as, the cost of any pre-approved additional service rendered or quantity requested. Full payment must be made by check within 7 days of receiving the invoice from the Club.

(f) All food and beverage charges are subject to a service gratuity charge and to applicable sales tax.

SECTION 6.3 CANCELLATION POLICY

(a) Any member, who cancels a banquet room reservation more than one hundred and eighty (180) days before the function date, may receive an one hundred percent (100%) refund of the room reservation deposit if the Club is able to re-book the room with similar business. A

member must give notice of a cancellation in writing and no partial refunds are given for any reservation cancelled after the cancellation deadline described above.

(b) A member who cancels a Club event reservation less than seventy-two (72) hours prior to the scheduled time of the event will be obligated to pay the guaranteed reservation amount as well as all out-of-pocket expenses.

SECTION 6.4 MEMBER RESTRICTIONS

(a) Members are not permitted in the kitchens or behind the bars.

(b) No food or beverage is to be consumed on Club premises unless purchased from the Club or otherwise approved in advance by Management.

SECTION 6.5 ALCOHOLIC BEVERAGES

Liquor laws will be observed and enforced. It is prohibited for any person: (a) to bring alcoholic beverages onto the Club premises; (b) to remove alcoholic beverages from the Club premises; (c) to bring alcoholic beverages from the golf course into the Clubhouse, pool area or tennis courts; or (d) to bring alcoholic beverages from the Clubhouse, pool area or tennis courts onto the golf course.

SECTION 6.6 CLUB POLICY WITH RESPECT TO ALCOHOLIC BEVERAGES

a) Club employees are instructed that no alcoholic beverages shall be served to any Member or guest who is obviously intoxicated. Club employees and Management are instructed to use discretion, when dealing with an obviously intoxicated individual and in offering assistance to such individuals.

b) Club employees are instructed to see proper identification before serving alcoholic beverages to any person, unless such person is known to the Club employee to be of legal drinking age. Legal age for being served alcoholic beverages is twenty-one (21) years of age.

c) **Management requires all Club employees who prepare and/or serve alcoholic beverages to attend a State Certified “Seller Training Program” (in compliance with H.B. 1963).**

d) Any complaints with respect to the above policies shall be directed to, and handled by, the General Manager or his designated representative.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1 RELEASE AND DISCLAIMER

While using Club facilities or participating in Club events, whether on or off the premises, members and their guests are charged with the responsibility of using proper judgment and caution at all times. Neither the Club nor Management assumes any liability for injuries caused to or incurred by any member, user or guest or for damage to property resulting from the use of any Club facility. Consequently, any member, guest or other person who uses or accepts the use of any Club facility or service, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at their own risk and shall hold the owners of Miramont Country Club, the Management, and their employees and agents harmless from any injury, damage, claim, or liability resulting from such use or engagement.

SECTION 7.2 PERSONAL PROPERTY

Each member, family member or guest is responsible for their own personal property. Management is not responsible for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. Property left by any person on the Club premises and not claimed within thirty (30) days may be disposed of by Management without notice. No bailment is intended, nor created by the preceding sentence.

SECTION 7.3 LIABILITY FOR DAMAGE

(a) Members are liable for any damage to any Club facility or person caused by the member, their family members, or their guests. Costs for any damages will be charged to the responsible member's account.

(b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the member should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the matter to the golf shop upon completion of play. Failure to do so will constitute a violation of these House Rules and may be grounds for disciplinary action.

(c) Persons playing golf and/or using carts on the golf course are responsible for any injury that may result from their conduct. The Club is not responsible for injuries that may result from errant balls or cart accidents. In the event a member causes such injury, the member should contact the injured party and take responsibility for the incident. Additionally, the member should immediately report the incident to the golf shop. Failure to do so will constitute a violation of these House Rules and may be grounds for disciplinary action.

(d) Caution must be exercised at all times.

SECTION 7.4 NO AGENCY

No member or any person participating in the activities of any Club association shall have the authority, express or implied, to act on behalf of or as an agent for Miramont Country Club, the Management or General Manager.

SECTION 7.5 AMENDMENT

Each membership incorporates these House Rules and the Membership Rules of Miramont Country Club. These House Rules and the Membership Rules of Miramont Country Club may be modified, amended, altered or repealed at any time at Management's sole discretion, and may be supplemented by the posting of appropriate information upon the Club

bulletin board or by the publication of appropriate information in the Club's newsletter.

SECTION 7.6 FIREARMS/FIREWORKS

Firearms, lethal weapons and ammunition are not permitted in the clubhouse. Fireworks are permitted only in areas designated for displays and only when authorized by Club management.

