

# FACILITY MEMBERSHIP PLAN

## I. Membership for Skybrook Golf Course:

### A: Entrance Fee; Monthly/ Dues and Charges.

1.) Entrance Fee: A person desiring to become a member of Skybrook (a "Member") shall pay to Skybrook an entrance fee (an "Entrance Fee") in an amount determined by the management from time to time for the applicable category of Membership. The Entrance Fee is non-refundable.

2.) Monthly/Annual: Dues and Charges. Payment of the Entrance Fee alone does not entitle the Member to the use of any Skybrook facility. In order to use the Facilities, the Member must pay the applicable monthly dues as established by Skybrook from time to time. In addition, management may, in its sole discretion, establish guest charges, late fee and other fees and charges. All members must provide a credit card number that will be charged for all account charges and monthly dues. Please see credit card authorization form for additional information.

### B. Privileges

Upon payment of the required Entrance Fee or execution of the commitment note, monthly dues and other applicable charges, Members are entitled to use Skybrooks' Golf Facilities and Clubhouse. Members do not pay green fees for use of the golf course, but are required to pay golf cart rental fees and fees for other services. All privileges of Membership are subject to the requirements and obligations set forth in this Membership Plan and the Membership Rules, as they may be modified by management from time to time. All Memberships constitute revocable licenses to use the applicable Facilities in accordance with the category of Membership selected.

### C. Membership Categories.

This Membership Plan provides for Four categories of Membership, as hereinafter described.

1.) Platinum Membership. The Gold Golf Membership provides full access to all of the golf facilities and clubhouse restaurant. The Family Membership includes individuals' spouse/partner and their unmarried children age 23 and under who are living at home or attending school on a full time basis.

2.) Silver Membership. The Silver Golf Membership provides full access to all of the golf facilities and clubhouse restaurant Monday-Friday anytime and after 2:00pm on Weekends. The Family Membership includes individuals and spouse/partner and any unmarried children age 23 and under who are living at home or attending school on a full time basis.

3. ) Young Professional Golf Membership. The Young Professional Golf Membership provides full access to all of the golf facilities and clubhouse restaurant any individual between the ages 23-35. The Family Membership includes individuals and spouse/partner with at least one member between the ages of 23-35 and any unmarried children age 23 and under who are living at home or attending school on a full time basis. When the Young Professional Golf Member reaches 36 years of age, membership shall be converted to a Platinum or Silver Membership status.

D. Guest Privileges

Members are entitled to have guests use the Facilities in compliance with the Membership Rules relating to guests and upon payment of any applicable fees and charges. Limitations on guest use of the Facilities may be implemented and modified from time to time at the discretion of management.

E. Transferability; Resignation of Membership; Rules Regarding Separated, Divorced and Deceased Members; Suspension or Termination for Cause.

Memberships are not transferable, except in certain limited circumstances (see below under rules Regarding Deceased Members). A Member may not pledge, grant a security interest in, or otherwise use a membership as collateral for a loan or any other obligation.

Resignation of Membership. A Member may resign from Membership by giving thirty (30) days written notice of resignation to the Skybrook General Manager, whereupon the Membership shall terminate once all outstanding dues and charges are paid in full. In the event of resignation, the member is not entitled to a refund of any portion of the Entrance Fee, monthly/annual dues or other charges that are outstanding or accrued as of the date of resignation.

Special Rules Regarding Separated, Divorced and Deceased Members.

In the event of the separation (legal or otherwise) or divorce of a married Member the Membership shall continue to be held in the name of the Member in whose name it was originally issued and so long as the Member continues to pay the dues, the Immediate Family of the Member shall continue to have the privileges of Membership.

In the event of the death of an individual Member holding a Golf Membership, the Member shall be deemed to have resigned and the Membership shall terminate effective on the date of death.

No refund of any portion of the Entrance Fee, monthly/annual dues or other charges will be made. In order for a transfer to the surviving spouse to be come effective, all monthly/annual dues and other applicable charges due as of or accruing after the death of the former Member must be paid.

In no event will Skybrook become involved in disputes between separated or divorced spouses, or disputes involving the heirs, devisees or personal representatives of deceased Members. In the case of such a dispute, Skybrook may (but will not be required to) at any time, in its discretion, suspend all of the privileges associated with the Membership in question until Skybrook receives evidence satisfactory to it of the resolution of the dispute. Monthly/annual dues and other applicable charges will continue to accrue during any suspension period and must be paid before the Membership will be reinstated.

Suspension or Termination for Cause. Any Membership may be suspended or terminated and the Member expelled from Skybrook for non-payment of dues, fees or other charges, for violation of the Membership Rules, or for other cause as determined by management. Management will provide written documentation to the Member as appropriate. In the event of a termination for cause or resignation during a suspension period, the member is not entitled to a refund of any portion of the Entrance Fee, monthly/annual dues or other charges

**II. Use of the Skybrook Facilities by Non-Members:**

A. Use by Outside Play

Skybrook is a semi-private club which means we offer memberships as well as usage of the facility by non-members. Restrictions on non-member usage, if any, are at the discretion of Skybrook's management.

B. Use by Owner and its Designees

Management may designate employees and other persons to use the Facilities for such purposes and upon such terms and conditions as the management may determine in its discretion. Such designees need not be accompanied by an employee or agent of the management when using the Facilities.

**III. Modification of Membership Plan and Membership Rules:**

All Membership privileges are subject to this Membership Plan and the Membership Rules. The management reserves the right, from time to time and in its sole discretion, to waive or modify the terms of this Membership Plan and the Membership Rules.

Without limiting the foregoing, the Owner shall have the right to modify playing privileges, establish different categories of Membership, and establish and modify rules governing access, starting times and other matters with respect to the Facilities.

**IV. Termination of Membership Plan:**

The owner reserves the right, in its sole discretion, to terminate this Membership Plan at any time, whereupon all Memberships shall terminate. In the event of a termination of this Membership Plan by the Owner, a prorated refund will be issued to a Member who joined the club within the past 12 month period. The Member will be entitled to a prorated refund only of the applicable Entrance Fee paid to Skybrook.

**V. Sale or Transfer of Skybrook Golf Course and Facilities:**

The Owner may, at any time, sell or transfer all or any portion of the Facilities to any person or entity. Upon such sale or transfer, the transferee shall succeed to the rights and obligations of the Owner under this Membership Plan with respect to the transferred Facilities.

**VI. Summary of Membership Status:**

Membership in Skybrook constitutes a revocable license to use the facilities, but does not give the member a vested or prescriptive right or easement to use the facilities. Membership is not an investment in the facilities and does not provide an equity or ownership interest in the LLC or the on-site facilities. All membership privileges are subject to this membership plan and the membership rules, which may be modified from time to time or terminated by the Owner at its sole discretion.

I hereby agree to and fully understand the Membership Plan for Skybrook Golf Club.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# GOLF MEMBERSHIP

## GENERAL RULES & REGULATIONS

1. It is the intent of Skybrook to limit these rules and regulations to the minimum required for the mutual enjoyment of Skybrook by all its members and guests. The obligation for enforcing these rules for the good of all is placed in the hands of management. Management reserves the right to alter these rules as necessary.
2. Members must conform and adhere to all rules and regulations as set forth by Skybrook. Any rules violations can result in potential disciplinary action or revocation of membership.
3. **Starting Times:** Golf Members may obtain starting times 10 days in advance. Non-members may obtain starting times 7 days in advance. Management reserves the right to make special considerations for tournaments, special events and out-of-town guests.
4. The hours of operation will be established considering the season of year.
5. Dogs and other pets are not permitted on the facilities, including golf course.
6. The roster or list of members shall be considered the property of Skybrook and shall not be used or given to anyone for any reason whatsoever.
7. Firearms and any other weapons are not permitted on the property at any time.
8. All annual services (handicap fees, practice facility programs, swimming pool access) are billed on an annual basis and are not prorated. No refunds will be given for partially used periods.
9. Each member as a condition of membership and each guest as a condition of invitation to the facilities' assume sole responsibility for his or her property.
10. **Golf Cart Requirements/Walking:**
  - November - February:** walking permitted at any time on weekdays and after 11 a.m. on weekends and holidays.
  - March - November (Sat, Sun, & Holidays only):** Carts are required until 1pm.
    - No private golf carts are allowed
    - Must have valid drivers license to operate golf cart
    - Payment of golf carts must be made in advance to play
11. The General Manger and Professional Staff has full authority of the golf players at all times. They are directed to carry out the rules and regulations pertaining to the golf course and play. Any violations are to be reported to Skybrook management.

12. No more than four players may play as a group, unless authorized by the Golf Shop.
13. No more than two golf carts per foursome and one golf cart per twosome are allowed. Additional fees may be applied for individual cart usage.
14. Each player must have a golf bag and a set of clubs.
15. All play must start on number 1 tee at all times unless permission to do otherwise is obtained from the Golf Shop.
16. All players must obtain a starting position from the Golf Shop.
17. Allow faster players to play through if there is an open hole ahead of your group.
18. When using power or pull carts and arriving at the green, park cart between the green and the next tee on the cart path. This will allow the following players to play to the green as soon as you complete play at the hole and are off the green.
19. Please repair ball marks on greens, fill divots with sand provided on each golf cart, and rake bunkers. (Leave rakes in bunkers)
20. All members and guests are expected to follow Skybrook appearance code and adhere to the tradition and respect for the game. Shorts must be appropriate length and all trousers and shorts must have a hem. All men's shirts must have a collar and sleeves (turtlenecks and mocks are acceptable). Ladies shirts should compliment these standards. Denim trousers or shorts are not acceptable. This regulation applies to the golf course, practice facility, and clubhouse.
21. Children under 15 years of age are not allowed on the golf course without adult supervision on Saturdays, Sundays, or Holidays until after 1:00 p.m. unless authorized by the Golf Shop.
22. Members must have an established handicap to play in Skybrook tournaments. Members desiring to establish a handicap must post all scores after each completed round.
23. The GM/Director of Golf has the authority to schedule starting times as circumstances may require.
24. The USGA rules of golf shall govern all play. Local rules, to be in effect, will be listed in Skybrook newsletter, and/or posted on the bulletin board. It shall be the player's responsibility to keep informed and knowledgeable of course rules.
25. Family membership, where applicable, entitles member, spouse, and dependent children, age 23 or under, to membership privileges.

26. Neither termination nor resignation of membership cancels an obligation to pay the unpaid balance of membership entrance fee or monies owed to the club charged on members account.

27. A leave of absence may be granted to a member for medical purposes or because of moving out of the area for a minimum period of six (6) months and a maximum period of two (2) years. Members may request a leave of absence by giving thirty (30) days advance written notice to management. Approval is granted only if the member is current on all payments owed to Skybrook.

28. The Professional Staff has full authority of the premises at all times. They are directed to carry out the rules and regulations pertaining to the facility. Any violations are to be reported to Skybrook management.

29. All members are required to pay their dues and charges on account by a credit card draft. As an option, Members may pay for Annual Dues in advance and pay for additional purchases (cart fees, merchandise, food, etc.) with cash or credit card at time of purchase.

30. Skybrook policy requires a 30-day written notice for all resignations from membership. Neither termination nor resignation of membership cancels an obligation to pay the unpaid balance of the Entrance Fee or monies owed on account.

31. Should you resign your membership, you may not rejoin as a member for the next 12 months. You may play at Skybrook as a non-member at non-member rates during those 12 months as long as your account balance is paid in full. Should you decide to rejoin after the 12 months, you may do so under the rates and regulations in effect at that time.

32. Our newsletter via hard copy or email serves as official notification of changes in policies and procedures. We encourage members to read it carefully.

***As a member, I agree to conform to and be bound by the rules and regulations for use of the Skybrook as a Golf Member. These rules and regulations for Golf Membership Classes may be amended by Skybrook as deemed necessary to provide for the safety and enjoyment of all members.***

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Applicant's Signature

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Date

