

EXHIBIT "D"

OLDE VINE GOLF CLUB

RULES AND REGULATIONS

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PREAMBLE

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

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.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.

10. It is contrary to the Club'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 Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

12. 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 Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

13. 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.

14. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

16. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the dining and lounge areas.

17. Cell phone use is permitted only in designated areas.

18. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

19. Firearms and all other weapons of any kind are not permitted on Club property at any time.

20. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

21. 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.

22. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

23. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

MEMBERSHIP / VISA CARDS

1. The Club in conjunction with Suffolk Federal Credit Union will issue a membership / Visa card to each member. Membership / Visa cards will include the member's name, account number and category of membership.

2. A membership / Visa card may not be used by any person other than the person to whom it is issued. Membership / Visa cards are not transferable.

3. In order to protect members from improper charges, membership / Visa cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership / Visa cards is required prior to placing any order.

4. Membership / Visa cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

5. In the event of a lost or stolen membership / Visa card, the Club and Suffolk Federal Credit Union must be notified immediately. The member's membership / Visa card will be canceled and the Club in conjunction with Suffolk Federal Credit Union will issue a new membership / Visa card. Until notification of card loss or theft is received by the Club, the member shall be responsible for all charges placed on the membership / Visa card at the Club. A card replacement fee as determined by the Club may be charged for lost or stolen membership / Visa cards or in any situation where the membership / Visa card 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. Members' dues will be payable in advance in two equal installments, one due on January 15 and the other due on March 15 of each year unless otherwise determined by the Club.

2. Founder Members and Golf Members will select either the individual or family category of dues when acquiring the membership. Changes in the category of dues selected will be permitted only one time each membership year prior to October 31.

3. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time.

4. All members will have a monthly food and beverage minimum from April through November of each year in an amount determined by the Club from time to time. The

Club will collect the unused portion of the food and beverage minimum from the member, if the member does not charge food and beverage purchases equal to or greater than the food and beverage minimum during each month.

5. All dues, fees and other charges will be billed to each member's membership / Visa card unless an Alternative Payment Selection form is completed by the member and delivered to the Club. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. All members agree to pay directly to the Club any amounts not paid by the applicable credit or debit card company within ten days of receipt of written notice from the Club.

6. All amounts charged to the member's club account, if any, will be billed monthly and each member's club account shall be due and payable upon receipt of the monthly statement.

7. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

8. If a member fails to pay any club account within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.

9. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

10. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

GRATUITIES

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales. 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. Cash tipping is not permitted by members of the Club.

3. It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club 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, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the mailing address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

3. The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any

damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

4. Special events and functions may be scheduled from time to time at the discretion of the Club.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.

2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

DISCIPLINE

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 to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Application for Membership (iii) allowing his or her membership / Visa card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership contribution, initiation fee, dues or any other

fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. Any member who has been expelled hereunder shall forfeit all amounts paid in respect of the membership shall not be entitled to any refund. All membership privileges shall cease immediately upon expulsion from the Club.

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 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 facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

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 Club, 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, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, the 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 the Club's Board of Governors or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, 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 or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the

defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.

4. Reservations for dining will be held for only 15 minutes after the reserved time.

5. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

CHILDREN

1. Unless permitted by the Club, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

General 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. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities other than in the locker rooms and at the swimming facilities.

Golf Attire - Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with "soft spikes" or spikeless shoes must be worn by all golfers.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

Tennis Attire - Proper tennis attire as determined by the pro shop is required at all times. Colors are permitted. Examples of attire not permitted are: T-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, bermudas, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited by a member on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence. All other guests of a member shall be considered day guests.

DAY GUESTS

1. The Club reserves the right to determine from time to time the maximum number of times a particular day guest may use the Club Facilities as a guest of a member during each membership year.

3. All day guests must be accompanied by the sponsoring member except for day guests sponsored by a Founder Member, for so long as Founder Members are entitled to sponsor unaccompanied day guests.

4. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

5. Guest charges for any will be charged against the sponsoring member's club account.

6. Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

7. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

HOUSEGUESTS

1. Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership Office. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence. To provide membership privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.

2. Guest cards for houseguests will be issued for the length of stay, up to a maximum of two weeks in aggregate in any membership year. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.

3. Houseguests are permitted to use the Club Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Club from time to time.

4. Houseguests will be charged a temporary houseguest membership fee for each one week period in addition to all daily use fees as determined from time to time by the Club.

5. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.

6. The houseguest, upon approval of the Club, will be issued temporary charge privileges. The houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Club.

7. The Club must be notified of a cancellation at least two days prior to the arrival date of the houseguest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full houseguest fee.

8. Houseguests must have their guest card with them at all times while using the Club Facilities.

9. The Club reserves the right to require identification by each houseguest.

10. Houseguest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

11. The sponsoring member shall be responsible for the conduct of a houseguest while at the Club. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such houseguest to surrender the guest card and leave the premises of the Club.

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 Club, except when in conflict with local rules or with any of the rules herein.

2. To better control golf play during prime-time periods, the management of the Club may designate "primary playing times" from time to time when only the "Designated Golfer" selected by the member in writing to the Club, will be entitled to use the golf facilities. The Designated Golfer's immediate family will have the same golf privileges as the Designated Golfer during all times other than primary playing times, provided the family category of dues is selected and paid.

3. "Cutting-in" is not permitted at any time. All players must check in with the starter.

4. Practice is not allowed on the golf course. The practice facilities should be used for all practice.

5. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. 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 should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.

6. If a player is repeatedly warned for slow play, the Club 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 must be approved in advance by the Golf Professional.
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. Repair all divots.
11. Searching for balls other than those played by members of the group is not allowed on the course at any time.
12. Each player must have his or her own set of golf clubs.
13. Proper golf attire is required for all players, as previously described.
14. 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 does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
15. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time.
16. The use of cellular telephones is not permitted on the golf course at any time.
17. No beverage coolers are permitted on the course unless provided by the Club.
18. "Discontinued Play" Policy: less than three holes played - full 18 hole credit; less than 12 holes played - nine hole credit.
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.
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. Walking is permitted during times designated by the pro shop.

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. All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.
2. Starting times may be made in person or by phone during pro shop hours.
3. Starting time changes must be approved by the pro shop.
4. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time and may lose advance sign-up privileges.
5. Members should notify the pro shop of any cancellation as soon as possible.

REGISTRATION

1. All members and guests must register in the pro shop before beginning play and all members shall present their membership / Visa cards at registration.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Ball shaggers are not permitted.
7. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. The use of golf carts is mandatory during peak hours of play on Friday, Saturday, Sunday and Holidays as well as other times as approved by the club.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in 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.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Privately owned golf carts are not permitted, except for homeowners who must pay a trail fee as well as using approved Olde Vine Golf Club carts.
7. Pull carts are permitted only during Non-Peak hours of play.
8. Obey all golf cart traffic signs.
9. Always use golf cart paths where provided.
10. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
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, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club 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, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
13. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member 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, his or her family members' or guests' use and operation of the golf cart. Owners of private carts must insure their cart as prescribed by the Olde Vine Golf Club. Guest of private cart owners shall be required to pay a cart fee to the club.
14. "Course closed" or "Hole closed" signs are to be adhered to without exception.

15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

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HANDICAPS

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.

2. All members and their guests with a USGA approved handicap may participate in Club 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.

5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any member entry into tournament play for handicap manipulation.

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. 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 the clubhouse.

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 golf rangers 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 TENNIS RULES

1. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Court reservations may be made by phoning or visiting the pro shop. No standing reservations will be accepted.

3. All players must check in and register at the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list.

4. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.

5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.

6. Singles may each play on a court for 75 minutes and doubles may play on a court for an hour and a half, except for certain times designated by the pro shop.

7. Proper tennis attire is required as previously described.

8. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

9. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

10. Use of the tennis courts shall be subject to the control of the pro shop at all times. The pro shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The pro shop may reserve the courts for special events.

GENERAL POOL RULES

1. 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.
2. Everyone wishing to use the pool facilities must first register and present their membership / Visa card before entering the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
3. Children 12 years and younger 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. Children must be three years of age and toilet trained to use the adult pool. Children wearing diapers are not permitted in any pool.
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. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.
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. Diving is not permitted unless otherwise indicated at the pool.

16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, 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, spitting or spouting water, and tag games are not allowed in the pool area. 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.

18. Swimming parties may be arranged through the Club in advance of the occasion.

19. 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.

20. 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.

21. Smoking is permitted only in designated sections of the pool area.

24. Flotation devices are permitted for nonswimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

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.

GENERAL FITNESS RULES

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness

facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.

6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

7. All members and their guests must sign in at the front desk.

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. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.

11. Pregnant women should not use those fitness facilities that would elevate their core body temperature.

12. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.

13. Members, family members and guests assume full risk of loss and responsibility for damage to their health.

14. No bare feet are allowed outside of the steam and sauna treatment areas.

15. No clothing or personal articles may be stored under benches or in the common areas.

16. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.

17. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.

18. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.

19. All jewelry must be removed prior to exercising.

GENERAL DINNER MEMBERSHIP/LIMITED GOLF RULES

1. A maximum of no more than six (6) people as guest at the dining facility.
2. Member can not bring a guest to play golf unless approved by Head Golf Professional. In no case will a dinner member be able to bring more than one guest.
3. We the "company" reserve the right to discontinue a dinner membership after December 31, 2010.
4. Membership is a five year membership; Sunset of membership: December 31, 2010
5. In no case will a member be able to play at Cherry Creek and or The Woods Golf Course under the Olde Vine Membership unless appropriate Greens Fees are paid.

RULES GOVERNING USE OF CHERRY CREEK FACILITIES

1. Founder Members, Golf Members and their immediate family will have preferred access to the golf courses, driving range and clubhouses and a discount on food and beverage purchases at the Cherry Creek Facilities (as defined in the Membership Plan), pursuant to the License Agreement (as defined in the Membership Plan), for so long as the License Agreement is in effect, upon payment of applicable dues, fees and charges.

2. The Cherry Creek Facilities will be open on the days and during the hours as may be established by the owner or operator of the Cherry Creek Facilities. The Cherry Creek Facilities may also be closed for scheduled maintenance and repairs.

3. Each member of the Club acknowledges that use of the Cherry Creek Facilities will be in accordance with and governed by the rules and regulations with respect to such facilities, as determined by the owner or operator of the Cherry Creek Facilities from time to time.

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