



— THE CLUB AT —
KINGSMILL
WILLIAMSBURG, VIRGINIA

RULES AND REGULATIONS

EFFECTIVE DATE – JANUARY 1, 2020

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PREAMBLE

These Rules and Regulations (the “Rules and Regulations”) are established by the Club (all capitalized terms used in these Rules and Regulations and not otherwise defined herein shall have the same meanings as they have in the Membership Plan for The Club at Kingsmill (as amended, modified or supplemented from time to time, the “Membership Plan”)) to protect the Club Facilities, to promote the health, safety, welfare and enjoyment of the Club Facilities by the Members and their Immediate Family Members, Extended Family Members (Immediate Family Members and Extended Family Members are hereinafter sometimes collectively referred to as “Family Members”) and guests pursuant to the Membership Plan, and provide Members with an enjoyable Club experience. These Rules and Regulations, in conjunction with the Membership Plan, govern the use of the Club Facilities by the Members and their Family Members and guests, as well as other matters pertaining to membership in the Club. These Rules and Regulations supersede and replace the existing Kingsmill Resort & Club Rules and Regulations effective as of the Effective Date.

GENERAL CLUB RULES

All Members and Members’ Users Bound. Each Member and each designee of a Corporate Member (herein a “Designee”) and the designated user under a membership held by an entity (herein a “Designated User”) and each person who uses the Club Facilities or is present on Club premises as a Family Member or guest of a Member, Designee or Designated User (each of whom including the Member, Designee or Designated User unless otherwise indicated or the context requires otherwise, is referred to as a “Member User”) shall be bound and abide by all of the provisions of these Rules and Regulations, as they may be amended, modified or supplemented from time to time. In addition, each Member shall be responsible under these Rules and Regulations for all of the acts of such Member’s Member Users (references herein to “Member” shall be deemed to include a Designee and a Designated User where applicable unless otherwise indicated or the context requires otherwise).

Club’s Discretion. Any reference herein to a right, decision or permission being reserved to the Club shall mean that such right, decision or permission may be exercised, made, granted or withheld, as the case may be, in the Club’s sole and absolute discretion, unless otherwise expressly stated.

Hours of Operation. The Club Facilities shall be open on the days and during the hours as may be established by the Club, from time to time, and posted. Areas of the Club Facilities also may be closed for scheduled maintenance and repairs. The Club reserves the right to close portions of the Club Facilities and to hold tournaments, events and the like from time to time in accordance with the Membership Plan. The Club further reserves the right to restrict use of portions of the Club Facilities.

Entertainment and Amplified Sound. Loud or amplified music or speech, as well as performance by entertainers, will be permitted on the Club premises only with the permission of the Club’s management personnel.

Alcoholic Beverages. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club premises in any manner that is prohibited by law. The Club reserves the right, in its discretion, to refuse service to any person, including a Member, who appears to be intoxicated. Staff working at the Club Facilities will be permitted to deliver food and/or beverages to locations away from the service area in question only with the permission of the Club's management personnel.

Food and Beverage Service. Except as otherwise permitted by the Club from time to time, the Club shall be the sole provider of food and beverages at the Club premises, and persons shall not be allowed to bring their own food or beverages for consumption at the Club. Pursuant to the Virginia Alcohol Beverage Control laws, all alcoholic beverages must be purchased from the Club.

Advertising. Commercial advertisements shall not be posted or circulated on the Club premises, nor shall solicitations of any kind be made on such premises or on any stationery or other media containing the Club's name, without the prior written approval of the Club in each instance.

Member List. The Club shall maintain a membership register, which shall identify the Members in each of the categories of membership established from time to time. A Member shall have the right to withhold such Member's name from the membership register. No Member may use the membership register or other membership information for any solicitation or other commercial purpose or otherwise without the Club's prior written consent, which consent may be arbitrarily withheld or delayed.

Fundraising and Political Activities; Religious Functions. The Club premises, including the facilities, may not be used for any fundraising or political effort or demonstration for the benefit of any social or political cause, except as the Club may otherwise approve in writing from time to time. No petitions or similar items shall be originated, solicited, circulated or posted at the Club premises without the Club's prior written approval in each instance. The Club premises, including the facilities, shall not be used for any religious service, gathering or function or similar activities except as the Club may otherwise approve in writing from time to time.

Inappropriate Requests. Members and their Member Users shall not request any illegal or special personal services from staff working at the Club premises (whether on duty or off duty) or request the personal use of property or equipment that is not ordinarily made available for use by Members.

Pets. No pets (with the exception of recognized service animals assisting persons with disabilities) are permitted on the Club premises. To the extent dogs are permitted on the premises, they must be on a leash no longer than six feet in length at full extension. Members shall be responsible for all damage caused by a pet brought to the Club premises by their respective Member Users. Members and their Member Users shall clean up after their pets.

Complaints. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities or the Club or staff working at the Club must be in writing, signed and addressed to the Vice President of Golf and Club Operations or other person designated by the Club from time to time.

Standard of Conduct. All Member Users shall comport themselves in a non-violent, non-aggressive, reasonable manner while present on the Club premises. Member Users may not abuse, verbally or otherwise, anyone present on the premises, including staff working at the Club. All persons working at the Club shall be under the supervision of the Club or its management personnel, and no Member User shall reprimand or seek to discipline any worker, nor shall a Member User request a worker to leave the premises for any reason. Any worker not rendering courteous and prompt service should be reported to the management personnel of the Club immediately.

Parking. Self parking of vehicles on the Club premises is permitted only in designated areas. Vehicles parked in violation of “No Parking” signs or other parking restrictions may be towed at the owner’s expense.

Smoking. Smoking will be permitted only in designated areas

Weapons; Fireworks. No firearms or other dangerous weapons of any kind are permitted on the Club premises at any time. No fireworks are permitted on the premises, except for organized displays sponsored by the Club and except as otherwise approved by the Club in writing from time to time.

Enforcement. The Club will designate staff who will have the authority to enforce these Rules and Regulations.

Non-Discrimination. The Club shall not discriminate against any individual because of the individual’s race, color, religion, sex, national origin, age, handicap or marital status, as recognized by the Commonwealth of Virginia.

Posted Rules. Members and their Member Users shall comply with all posted rules and regulations at the Club premises.

Cellular Phones. Cellular phones must be on vibrate or a silent mode and shall be used in a manner which does not interfere with other Members’, Family Members’ or guests’ enjoyment of the Club Facilities.

Violations. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club or the Company will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

MEMBERSHIP CARDS

Issuance of Cards. The Club will issue a membership card to each Member, and to the Immediate Family Members of the Member, subject to the following provisions. Membership cards will include the Member's name, photo, account number and category of membership. Membership cards will not be issued to children under the age of 12. Membership 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.

Membership Card Presentation. Members and their family members must have their membership cards with them at all times while using the facilities of the Club. In order to protect Members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food, in which case presentation of membership cards is required prior to placing any order.

Lost Membership Cards. In the event of a lost or stolen membership card, the Club must be notified immediately. The Member's Club account will be canceled and the Club will issue a new membership card number. This procedure reduces the risk that unauthorized persons are able to charge items to the account. Until notification of card loss or theft is received in writing by the Club, the Member is responsible for all charges placed on the account. For each new membership card replaced, a \$25 charge covering the cost of the replacement card(s) is placed on the Member's Club account as determined by the Club from time to time.

Preferred Pricing Discount. Members may be offered preferred pricing discounts, from time to time, on food, merchandise and/or services purchased at the Club Facilities, as determined by the Club. To be eligible for such discounts, all purchases must be billed to the Member's Club account.

Improper Use. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable. Any improper or unauthorized use of a membership card by a Member or a Member User of such Member shall be a violation of these Rules and Regulations and may result in suspension of membership privileges and possible expulsion.

Vehicle Decals. Members may receive decals or other identification for their vehicles from the Club, and shall display such identification as required by the Club.

Other Credentials. The Club may issue other credentials to Members and their Family Members, as determined by the Club.

Return of Membership Cards. Upon leaving the Club following resignation or for any other reason, all membership cards and other identification materials must be returned to the Membership Office.

MEMBER DUES AND CHARGES

Billing Policy. Dues will be billed on a monthly basis in advance, unless otherwise determined by the Club. Fees and charges incurred at the Club will also be billed on a monthly basis

Credit Card Charges. Members and their Member Users can use credit cards to purchase goods and services at the Club. Cash payments may or may not be permitted. Credit card payments are subject to a 3% service fee.

Billings. Members who join the Club after September 1, 2013 are required to provide a valid credit card approved by the Club to which the Club will charge dues, fees and charges incurred in connection with the membership. A valid credit card approved by the Club must be on file with the Club at all times. Members will receive a written statement of their dues, fees and charges. Members agree to pay directly to the Club any amounts not paid by the credit card company as contemplated hereby within 10 days of receipt of written notice from the Club. If payment is not received within 30 days of when the amount is first billed, the account shall be considered delinquent and a late payment charge per annum determined by the Club from time to time (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date the amount became delinquent until payment 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.

Charge Privileges. A Member will be entitled to credit and charge privileges at the Club so long as his, her or its membership is in good standing and the Member complies with the requirements specified in paragraph 3 above. In addition, failure to comply with said requirements will constitute a violation of these Rules and Regulations.

Disciplinary Right. If a Member fails to pay any amount incurred by the Member or a Member's Member Users 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 an account is first billed or repeated incidents of delinquency by a Member may result in termination of membership in the Club.

Collections. If the account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. 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. Credit card payments are subject to a 3% service fee.

MAILING ADDRESSES

Address and Mailing. Each Member shall be responsible for keeping the Club notified in writing of the current mailing address, telephone number and e-mail address of such Member, Member Designee or Designated User from time to time. All monthly statements, notices, and other correspondence from the Club will be directed to such mailing address. A Member shall be deemed to have received each mailing from the Club on the earlier of actual receipt or seven days after deposit in the U.S. Mail with correct address and proper first-class postage. If at any time the Club has not received the current mailing address of a Member, any mailing from the Club may, with the same effect described above, be addressed to the address that the Club believes is the is most likely to result in delivery to such Member, Member Designee or Designated User.

Change of Address. The Club must be notified in writing of any change of address, telephone number or e-mail address. Failure to do so shall constitute a waiver of the right to receive notices, bulletins and any other communications, and a violation of these Rules and Regulations.

CLUB SERVICES AND ACTIVITIES

General. The Club may provide a variety of social and recreational events in which Members are encouraged to participate. The Club desires to encourage the use of the Club Facilities by Members for private functions provided they do not interfere with the normal operation of the Club or the services regularly available to Members.

Group Activities. Group activities (i.e., gatherings of more than eight persons) on the Club premises will be allowed only with the permission of Club management personnel.

Reservations. Members may be required to make reservations for the Club services and activities as determined to be appropriate by Club management personnel.

Private Functions. Private functions are permitted at the Club premises only with prior permission of the Club. The Member sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any décor (i.e., all such persons shall be considered to be Member Users of the sponsoring Member). Similarly, the sponsoring Member 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 function.

Special Events. Special events and functions may be scheduled from time to time at the discretion of the Club as contemplated by the Membership Plan, which events may impact Member use of the Club Facilities.

DISCIPLINE

Improper Conduct. Members are responsible for their own conduct and for the conduct of their Member Users. Any Member whose conduct (or the conduct of such Member's Member Users) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Company, the Club or its Members or their enjoyment of the Club or Club Facilities, or is unlawful or otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with such Member's 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) failure to timely pay amounts owed to the Club, (ii) violent or threatening behavior or behavior otherwise endangering the health, safety or well-being of any person or property, (iii) failing to meet eligibility for membership, (iv) submitting false information in such Member's Membership Agreement, (v) allowing such Member's membership card to be used by anyone who is not authorized to do so, (vi) abusing the Club personnel or employees, other Members or anyone else on the Club premises from time to time, (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Company, the Club or its Members; and (viii) a violation of these Rules and Regulations.

Notice and Hearing. Any Member accused of improper conduct (or whose Member User is 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's designated representative(s) (e.g., Vice President of Golf and Club Operations or other individual or group designated for such purpose from time to time by the Club) to show cause why the Member should not be disciplined. If such Member desires to be heard, the Club's designated representative(s) or body shall set a time and date (not less than 10 days thereafter) for a hearing. The procedures set forth in this paragraph shall not restrict the Club's right to suspend a Member's privileges or expel a Member due to delinquent amounts owing by such Member. In addition, the procedures set forth in this paragraph shall not be available to a Member if the conduct of such Member or Member User consists of violent or threatening behavior or conduct otherwise endangering the health, safety or well-being of any person or property, or in the case of a repeat violation of a provision of these Rules and Regulations by such Member or Member User within one year after the Club has given written notice to such Member that repeated violation of such provision may result in the immediate suspension or expulsion of the Member without an opportunity for a hearing.

Suspension. If the Club determines that the conduct of the Member (or one or more of a Member's Member Users) has been improper, the Club may suspend or restrict such Member's privileges of membership for any period of up to 12 months (provided, however, that if the suspension is due, in whole or in part, to the failure to timely pay the Member's Club account, the suspension can remain in effect until the Club account has been paid in full), and/or may suspend or terminate the Member's right to allow an offending Member User from utilizing such Member's privileges of membership or from entering on the Club premises. No Member will be entitled to any refund of any

Membership Deposit, Initiation Fee, other membership fee, dues or any other amount due to the suspension or restriction of any privileges of membership. During any period of suspension or restriction, dues will continue to accrue and be due and payable as if no suspension or restriction had been imposed.

Expulsion. If the Club determines that the conduct of a Member (or one or more of a Member's Member Users) has been improper, the Club can also expel the Member, in which case the membership shall be deemed resigned. In the case of a refundable membership, the membership shall be placed on the appropriate resale waiting list for reissuance in accordance with the terms and conditions of the Membership Plan. All membership privileges shall cease upon expulsion and the obligation to pay additional dues, fees or charges shall end. The Member shall, however, remain liable for any outstanding amount on the Member's Club account.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Personal Property. Each Member as a condition of membership, and other Member User as a condition of invitation to enter upon the Club premises or use of the Club Facilities, assumes sole responsibility for his or her property. The Club, or any other manager/operator of the Club Facilities, 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 at the Club premises 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.

No Removal of Others' Property. No person shall remove from the room in which it is placed or from the premises of the Club any property or furniture belonging to the Club or its lessees, concessionaires or other licensees without proper written authorization.

Responsibility for Damage. Each Member shall be responsible for all acts of the Member or in the case of a Corporate Membership, the Designees, or in the case of a membership held by an entity, the Designated User, and such Member's, Designee's or Designated User's Member Users in connection with their use of the Club Facilities or other Club premises, or otherwise relating to such Member's membership. Each Designee shall likewise be responsible for all acts of the Designee and the Designee's Member Users in connection with use of the Club Facilities or other Club premises, or otherwise relating to membership privileges. Each Designated User shall likewise be responsible for all acts of the Designated User and the Designated User's Member Users in connection with use of the Club Facilities or other Club premises, or otherwise relating to membership privileges. Each Member shall be liable for all claims, losses, damages and costs and other liability (collectively, "Claims") to the extent caused by such Member or a Member Designee or Designated User, or his or her Member Users in their respective use of, or presence on or about, the Club Facilities or other Club premises. Each Designee and each Designated User shall likewise be liable for all Claims to the extent caused by the Member Designee or the Designated User, his or her Member Users in their respective use of, or presence on or about the Club Facilities or other Club premises. The Member, the Designee in the case of a Corporate

Membership, and the Designated User in the case of a membership held by an entity, agree to indemnify, defend (with counsel reasonably acceptable to the Club) and hold the Club and any third-party manager of the Club Facilities engaged by the Club, and their respective affiliates, their respective successors and assigns, and their respective shareholders, partners, directors, officers, members, managers, employees, representatives and agents (collectively, the “Indemnified Parties”), free and harmless from, against and with respect to all such Claims.

Assumption of Risk. Any Member 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 (including Club personnel), either on or off the Club premises, shall do so at his or her own risk. The Member, the Designee in the case of a Corporate Membership and the Designated User in the case of a membership held by an entity, shall release and hold the Indemnified Parties harmless, from and with respect to any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom, arising out of or incident to membership or membership privileges in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member, Designee or Designated User 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 their Member Users.

GRATUITIES

Added to Bill. 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.

Cash Tipping. Cash tipping is permitted at all club facilities.

CHILDREN

Age Limit. Except as may be otherwise provided herein or unless permitted by the Club, children less than 12 years of age are not allowed at the Club premises unless accompanied and supervised by a Member.

Limited Access. Children and other persons under the lawful drinking age are not permitted in any lounge unless accompanied and supervised by a Member.

Children’s Conduct. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

It is expected that Member Users will dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club Facilities. The Club may publish dress requirements from time to time. Members will be responsible for seeing that their respective Member Users dress in accordance with the Club's dress requirements. In any event, shirts and shoes must be worn at all times on the Club premises, except in locker rooms, pool areas and other areas that may be designated by the Club

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. Mock turtleneck shirts are the only acceptable non-collar shirts. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, 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, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Jeans and denim are not proper golf attire for either the golf courses or practice ranges.
- 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 golf shop before starting play. The decisions of the Golf Professional Staff regarding dress code are final.

Dining Attire - With respect to proper dining attire, generally, the standard is resort casual. Presentable jeans and denim are acceptable.

Tennis Attire - Proper tennis attire is required at all times. Colors are permitted. Examples of attire not permitted are: T-shirts with graphic designs, undershirts, fishnet shirts, tank tops for men, cut-offs, Bermuda's, jams, blue jeans/denim, bathing suits or beach attire, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

Fitness Center Attire - Casual workout attire is acceptable at the Fitness Center such as 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. No black-marking soled shoes shall be permitted on wood floors or special surfaces within the facility.

GUEST PRIVILEGES

Guest privileges may be extended under the rules and policies established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club reserves the right to limit the number of guests that accompany a Member on any given day or over the course of a Membership Year or a portion thereof, limit the number of times a particular person can visit the Club Facilities over the course of a Membership Year as a guest, as well as limit the times of day guests are permitted to use the Club Facilities or portions thereof. The Club shall establish from time to time the rate of the daily guest fees and charges. Guest fees are generally included on the current Schedule of Dues, Fees and Charges. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its discretion. The Club also reserves the right, from time to time, to limit the availability of golf starting times for guests. All guests shall be day guests or house guests. A house guest 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

Individual Guest Limit. A particular person may use the Club's golf facilities as a day guest a maximum of six times each Membership Year, regardless of the sponsoring Member. Participation by a particular person in special golf events and tournaments do not count against the aforesaid limit.

Golf Guests. Members are able to reserve tee times for up to seven accompanied guests at any time. Subject to availability, requests for additional golfing guests may be made by contacting the Golf Professional Staff at the Club.

Registration. A particular individual using the Club Facilities as a day guest must be registered by the sponsoring Member with the appropriate Club personnel at the membership office with 48-hours advanced notice. The Club reserves the right to require identification by each guest.

Day Guest Use Privileges. Day guests are entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges.

Guest Fees and Charges. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Any guest fees or charges for any goods or services which are not paid at the point of sale (and collected), will be charged against the sponsoring Member's Club account.

Limitation of Day Guest Privileges. Guest privileges may be limited from time to time. Notice of such limitation will be given by the Club.

Member Responsibility. The sponsoring Member shall be responsible for all fees and charges incurred by a guest. The sponsoring Member is also responsible for the conduct of a guest while at the Club. If the manner, conduct or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Club management personnel, cause such guest to leave the premises.

House Guests

House Guests Registration. House guests must be registered by the sponsoring Member with the Club, prior to the arrival of the guest(s). Application forms requesting house guest privileges may be obtained from the Club. House guest privileges are extended to a guest of a Member while that guest is residing in the Member's residence. House guests must live more than 50 miles from the Club. To provide membership privileges for a house guest, the sponsoring Member is encouraged to initiate the application for house guest membership at least five business days prior to the arrival date of the house guest.

House Guest Use Privileges. House guests are entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees and charges.

Temporary Membership Cards. House guests are issued temporary membership guest cards upon the payment of the applicable temporary membership fee. The temporary membership fee will be on a per week basis and shall not be prorated for actual time the house guest is in residence.

Length of Stay. The maximum length of stay for a house guest is two weeks per calendar year. At the expiration of the card, renewals of house guest privileges are granted at the discretion of the Club.

Member Privileges Continue. The sponsoring Member does not have to give up membership privileges for the period of time the house guest is in residence.

Guest Cards. House guests must have their guest cards with them at all times while using the Club Facilities. The Club reserves the right to require identification by each guest.

House Guest Fees and Charges. House guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Any guest fees or charges for any goods or services which are not paid at the point of sale (and collected), will be charged against the sponsoring Member's Club account. The house guest fee of \$50/week will apply.

Member Responsibility Regarding House Guests. The sponsoring Member is responsible for all fees and charges incurred by a house guest. The sponsoring Member is also responsible for the conduct of a house guest while at the Club. If the manner, conduct or appearance of any house guest is deemed to be unsatisfactory, the sponsoring Member

shall, at the request of the Club, cause such house guest to surrender his or her guest card and to leave the Club premises.

Limitation of House Guest Privileges. Guest privileges are limited to no more than 2 weeks per year.

GENERAL GOLF RULES

- 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.
- Cutting-in” is not permitted at any time. All players must check in with the golf shop. Under no circumstances are players permitted to start play from residences.
- Practice is not allowed on the golf courses. The practice facilities should be used for all practice.
- Speed of play will be strictly enforced. If a foursome or other group of players fails to keep their place on the course and falls behind the preceding group by more than one hole, the group must allow the following group to play through. Do the same when you stop to search for a lost ball. No more than three minutes should be used to search for lost balls.
- 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.
- All tournament play must be approved in advance by the Golf Professional Staff.
- Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
- Repair your ball marks on the green.
- Fill your divot with sand provided
- Ball hawking is not allowed on the course at any time.
- 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.
- Each player must have his or her own set of golf clubs.

- Proper golf attire is required for all players. Members are expected to insure that their Member Users adhere to such rules.
- Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golf shop before starting play.
- If lightning is in the area, all play shall cease and must seek shelter immediately
- Jogging, bicycling, fishing, recreational walking or walking dogs is not permitted on a golf course at any time.
- No beverage coolers are permitted on the course unless provided by the Club.
- “Discontinued Play” Policy: less than five holes played – thirteen or more holes played – nine hole credit
- Twosomes may play at the discretion of the golf staff. 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.
- Twosomes and singles shall be grouped with other players, if available, at the discretion of the golf staff.
- Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf professional staff.
- Groups of five or more players shall only be permitted on a golf course with the permission of the golf professional staff.

HOURS OF PLAY

The hours of play and golf shop hours shall be posted in the respective golf shops. The golf professional and agronomy staff shall determine when a golf course is available for play.

TEE TIMES

- Tee times are required for each round in order to control play. All tee times are conducted off the first tees only, except when otherwise scheduled by the golf professional staff, during tournaments and with special permission of the golf professional staff.
- Full Golf Members are entitled to reserve tee times beginning seven days in advance of the day of play. Sports Members are entitled to reserve tee times beginning two days in advance of the day of play.

- Daily tee times are taken by phone, online or in person with golf reservations or the golf shop staff. Member tee times are reserved through your membership number - please have it available when making your reservation. No more than three tee times can be reserved per member.
- Members may not make multiple tee times when one golf course is closed due to maintenance or a weekend Member event.
- Members are required to provide notification of any non-weather related tee time cancellations no less than 24 hours prior to scheduled tee time. In the event the cancellation policy has not been adhered to, a cancellation fee may be charged.

REGISTRATION

All Members, Family Members and guests must register in the golf shop before beginning play and all Members and Immediate Family Members shall present their membership cards at registration.

Failure to check in and register 10 minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

PRACTICE RANGES

- The practice facilities will be open during normal operating hours as posted in the respective golf shops. Practice facilities may be closed for general maintenance at the Club's discretion.
- Range balls are for use on the practice range and may not be used on the golf courses.
- Golf carts are not permitted on any tee area. Parking of golf carts is only allowed in designated areas.
- Practice balls must be hit from designated areas. No hitting is permitted from the rough or sides of practice facilities.
- Proper golf attire is required at all times at practice facilities.
- Lessons by unauthorized golf professionals are prohibited.

GENERAL GOLF CART RULES

- Golf carts shall not be used by a Member or Member User on the Club Facilities without proper assignment and registration in the golf shop.
- Golf carts may only be used on a golf course when the course is open for play.
- Each operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license.
- Only two persons and two sets of golf clubs are permitted per golf cart.
- Obey all golf cart traffic signs.
- Always use golf cart paths where provided.
- Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
- Never drive a golf cart through a penalty area or hazard.
- Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by the Member or the Member's Member User shall be charged to the sponsoring Member. Each Member shall be held fully responsible for any and all damages, including damages to the golf cart that are caused by the misuse of the golf cart by the Member or the Member's Member Users and shall reimburse the Club and/or any operator of the Club Facilities for any and all damages they may sustain by reason of misuse.
- 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 or the Member's Member User use and operation of the golf cart.
- "Course closed" or "hole closed" signs are to be adhered to without exception.
- Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

WALKING POLICY

Walking is permissible for Members and their Member Users but not during Club events

JUNIOR GOLF

- Junior golfers are required to walk; however, it is permissible to ride in a cart with an adult or a junior who has a driver's license. Regular cart fees apply.
- Junior golfers are required to check in with the golf shop before beginning play.

CLUB ADVISORY COMMITTEE

The Club has organized a Club Advisory Committee made up of current members and selected members by the executive team. The purpose of this group is to improve the Kingsmill golf experience and act as a liaison between the Members and the Club staff.

KINGSMILL GOLF ASSOCIATIONS

There are three divisions of the Kingsmill Golf Association: (i) the Men's Golf Association; (ii) the Ladies' 18 Hole Golf Association and (iii) the Ladies' 9 Hole Golf Association. Men's and Ladies' membership is limited to Full Golf Members. The purpose of these associations is to operate a non-profit organization for the encouragement of, in and for the game of, golf. Officers of both the Men's and Ladies' divisions are elected at a general meeting of each division in the off season of each year. During the golfing season, the divisions have designated play days and tournaments.

Association dues for each of the divisions of the Kingsmill Golf Association are charged on a yearly basis by the association through the Club. Yearly dues are established by the individual divisions and posted to Member's accounts during the first quarter of each year.

HANDICAPS

Handicaps are computed under the supervision of the Handicap Chairs in accordance with the current USGA Handicap System.

All Members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Professional Staff.

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 golf professional staff shall assist any Members needing help with the posting procedures.

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

GOLF COURSE ETIQUETTE

- Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:
- 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.
- 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.
- Be sociable, but reserve your extended conversations for the 19th hole.
- When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can 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 get out of the way.
- When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
- 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.
- The player host and starters will report slow play and all breaches of golf etiquette to the golf professional staff, which will take the appropriate action.

GENERAL TENNIS RULES

- The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
- Court time reservations may be made by calling the Tennis Pro Shop or visiting the tennis facilities. No standing reservations will be accepted. During peak times, reservations may be limited to two hours in length. Additional rules may be posted at the courts. Two hours’ notice of a court time cancellation is required.
- Four hours’ notice of a lesson cancellation is required.

- 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.
- All courts are open from 8:00am until dark each day. Due to court maintenance, two hard courts and nine clay courts are available at 8:00am with the remainder available at 9:30am.
- During tennis season, lighted courts are available until 11:00pm. The Club reserves the right to shorten the maximum two hour reservation court time on these courts during certain time periods of the year. Weather and court conditions may affect lighted court availability.
- Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts. Please park bicycles in the bike rack provided in the parking lot.
- Use of the tennis courts shall be subject to the control of the Club staff at all times. The staff shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations or when under adverse weather conditions.
- The Club may reserve the courts for tournaments and special events. The Club reserves the right to reserve court times for adults only.

COURT RESERVATIONS

- Full Golf Members and Sports Members are entitled to reserve court times beginning seven days in advance of the day of play.
- Courts may be reserved between the hours of 8:00am and 11:00pm. On Saturday and Sunday, four courts will be reserved for Members from 8:00am until 12:00noon. Member times not reserved are released 24 hours in advance of each day.
- During April - November, Members may reserve one morning court in their name for no longer than a one and one-half hour time period. There will be two one and one-half hour time slots available 8:00am to 9:30am and 9:30am to 11:00am. Players in the same group may not reserve more than one morning time slot in the same day. After 11:00am, Members may reserve any court for a two-hour time period. In either case, play may continue if the court is not reserved when their time has expired.
- Members may call or come by the Tennis Pro Shop one-half hour before the courts open for play to reserve court times. In peak times, the order shall be on an alternating basis: one court in person, one court time by phone.

- Any groups wishing to book multiple court times may do so in writing and submittal to the Club. Approval must be obtained from the Head Tennis Professional or Vice President of Golf and Club Operations to book requested times. Member groups have priority.

CHECK-IN PROCEDURE

- All players are required to check in at the Tennis Pro Shop and present their membership card. After 10 minutes past the court time, the court will be released to the first name on the waiting list. Calling in by phone does not hold a court.
- Players must go to their assigned court. Do not select a court without registering.
- Members must register any guests playing in their group and pay applicable guest fees.

INCLEMENT WEATHER POLICY

In the event of inclement weather, please call the Club for court availability.

TENNIS ETIQUETTE

- Courtesy and consideration for players and spectators should be observed at all times. Disregard for court courtesy should be reported to the Tennis Supervisory Staff.
- All persons preparing to enter or cross a court should wait until play has halted, then proceed quickly and quietly to their assigned court.
- All persons requesting the return of a tennis ball from another court should ask when play on that court has halted. Players should not retrieve a tennis ball from another court themselves.
- All persons should refrain from loud or offensive language on the court or while watching. A low profile attitude is both appropriate and appreciated.
- Persons not playing should stay off the court surfaces.
- Children not playing tennis are not allowed on the courts and should be supervised at all times.
- Courts should be vacated promptly after the reserved playing time is over.

LOCKER ROOM

Full Golf and Sports Members are welcome to use the locker room facilities at the tennis facilities.

JUNIOR TENNIS

- Children under the age of 12 must be accompanied by an adult Member when playing at the Club.
- Juniors have the opportunity for league (Junior) play.

KINGSMILL TENNIS ASSOCIATION

- The Kingsmill Tennis Association's membership is limited to Full Golf and Sports Members. Only these Members may participate in Kingsmill Tennis Association events. Officers are elected at a general meeting in the fall of each year. During the tennis season, the Association has designated tournaments and mixers.
- Association dues for the Kingsmill Tennis Association are charged on a yearly basis by the association through the Club. Yearly dues are established by the KTA and posted to Member's accounts during the first quarter of each year.

GENERAL SPORTS FACILITIES RULES

The following rules and regulations apply to the sports facilities at the Club, including, the swimming pools, the Spa and the Fitness Center.

GENERAL POOL RULES

- The pool hours shall be established and published by the Club and shall be subject to change as determined by the Club. The Club reserves the right to set aside designated times during normal hours of pool operation for special events, during which time use by Members may be restricted.
- Use of the pools at any time is at the swimmer's own risk. Any injuries or accidents should be reported to Club staff immediately.
- Members must register their guests and are responsible for the payment of any appropriate fees or charges as the Club may determine from time to time. The same day guest is allowed to use the pool facilities a maximum of two times per month unless otherwise determined by Club management.

- A child under the age of 12 must be accompanied by a parent or adult guardian at all times while in the pool area. Children three years old and younger, as well as any child not potty trained, must wear snug fitting plastic pants or a water resistant swim diaper.
- Swimming is permitted only during designated hours. A pool is officially closed when “CLOSED” signs are posted.
- All pools are closed during thunder storms. The club follows guidelines provided by the National Lightning Safety Institute. Pools will reopen when there has been no sign of thunder or lightning for 30 minutes
- Showers are encouraged before entering a pool.
- Food is allowed only in designated areas of the pool facilities. All food and beverages must be provided by the Club. No beverages may be consumed in a pool except for water and other similar health/hydration drinks. Absolutely NO GLASS on any pool deck.
- All swimmers must wear bona fide swimming attire.
- Radios, televisions, compact disc players, I-pods, and other audible devices may be used with personal earphones.
- Animals, bicycles, skateboards, rollerblades and coolers are restricted from the pool area.
- Lifesaving and pool cleaning equipment should be used only for the purposes intended.
- Running and hazardous activity are not permitted in a pool area. Pushing, dunking and dangerous games are prohibited.
- Diving or jumping into a pool is not permitted.
- The pool staff has the authority to expel from a pool area anyone who fails to cooperate in following these General Pool Rules or whose conduct is otherwise unbecoming of a Member.
- All persons using a pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, garbage, etc.
- Flotation devices are permitted for non-swimming 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.

- Persons who leave a pool area for over one hour must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited. The pool staff has the right to remove personal belongings and place them in a storage area.
- No remote control motorized vehicles or boats are permitted on the deck area or in a pool.
- The indoor pool is used for health and fitness, as well as recreational purposes.
- Two or more people are encouraged to share lanes in the indoor pool when crowded.

GENERAL SPA RULES

- All Members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.
- Operating Hours: Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.
- Members are permitted to sponsor guests to use the Spa facility subject to the policies and procedures specified by the Club. All guests, upon entry to the Spa, must sign in and register.
- All Members must present their membership card at the Spa reception desk and register before entry into or use of the Spa facility.
- Appointment cancellations must be made eight hours in advance or you will be billed at a rate of fifty percent (50%) for the service.
- We ask that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.
- A service charge will be added to the charge for each treatment.
- Smoking is not permitted in the Spa except outdoors.

LOCKER ROOM FACILITIES

- Lockers are available on a per visit basis.
- We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.
- For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

GENERAL FITNESS CENTER RULES

- Regular operating hours for the Fitness Center will be posted by the Club and may be changed from time to time.
- All Members and guests must sign in at the front desk with their membership card. Day guests are allowed to use the Fitness Center a maximum of two times a month unless otherwise determined by Club management.
- Guest fees will be charged for use of the Members Fitness Center.
- Members are encouraged to make appointments for individual orientations before beginning an exercise program. Personal training sessions are also available.
- All exercise classes and class times shall be determined by the fitness staff, and may be changed from time to time. Activity class sizes are limited by space. Advance sign-up is encouraged. Aerobics classes are available for ages 12 and over. Personal exercise trainers not employed by the Club are not permitted to conduct personal exercise training programs.
- Children under the age of 12 are not permitted in the Fitness Center. Those under the age of 16 must complete the junior orientation process before being allowed to use the Fitness Center unaccompanied by a parent or adult guardian.
- All weights and pieces of equipment must be returned to their proper places at the completion of use.
- Smoking and alcoholic beverages are prohibited at the Fitness Center. No food or drink may be brought onto the premises, except for water and other similar health/hydration drinks.
- 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.

- It is the responsibility of all persons using the Fitness Center to consult with their physician beforehand. Persons using the Fitness Center should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would impair or prevent them from using the Fitness Center, or engaging in active or passive exercise.
- Members, Family Members and guests assume full risk of loss and responsibility for damage to their health.
- Horseplay, profanity, disruptive conduct and indiscreet behavior at the Fitness Center are strictly prohibited.
- Personal radios and iPods may be listened to if used with personal headphones and if there is no excessive noise.

KIDS CAMP

Seasonal children's day camp for ages 5-12 years is available during the holidays and summer. Call (757) 253-8200 for information.

BABYSITTING SERVICES

Day care services are available for children under six years of age. The parent must be using the sports facilities to utilize this service. Call (757) 253-8200 for times, availability and other details.

SAUNA/STEAM/WHIRLPOOL RULES

- Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees.
- Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.
- Parental supervision required for use for those under the age 14.
- Following a strenuous exercise period, we recommend not going directly into a sauna or steam treatment.
- No shaving is permitted in the steam room or whirlpool.