


The Signature
at WEST NECK
Membership Rules & Regulations

Article I
Name and Organization

Section 1. Name and Ownership. The name of the club is “**The Signature at West Neck.**” Baymark Golf, a Virginia Limited Liability Company, owns the Arnold Palmer Signature course and all facilities. Members of the Club shall be entitled to certain rights and privileges relating to the use of the facilities of the Club but shall have no vested or proprietary interest in the Club or Facilities.

Section 2. Definitions: As used in these Rules and Regulations, the word “Club” means and refers to The Signature at West Neck. The word “Facilities” means and refers to the golf course, clubhouse, practice range and putting green. The word “Owner” means and refers to Baymark Golf, LLC or its successors and assignees. The words “Club Manager” means and refers to the person(s) to which the Owner gives the right to manage and operate the Facilities.

Article II
Membership

Section 1. General. Those acquiring memberships in the Club (herein called “Members” and each, a “Member”) shall have a nonexclusive, revocable license to use the Club Facilities in accordance with the terms and conditions of the Member’s membership classification as outlined in these Rules and Regulations. All memberships in the Club are non-equity and non-proprietary memberships. Membership in the Club does not imply any right or privilege to participate in or to administer the Club’s business and policies. The Owner shall at all times retain the unconditional and absolute right to modify or discontinue any and all membership privileges. The Owner reserves the right to establish, modify, close or discontinue the categories of membership at its sole discretion.

Section 2. Eligibility. Any person of good character over the age of twenty-one (21) years who has completed an application for membership shall be eligible for membership in the Club without regard to race, color, sex, creed or religion. A check of the credit history of each applicant may be performed before the application is processed. An applicant not having a good credit rating may be considered ineligible or may be required to submit a security deposit. The Owner reserves the right to refuse membership to any individual at its sole discretion.

Section 3. Privileges and Use of Membership. A **Family Membership** permits the Member, his or her spouse or life partner and all dependent, unmarried children age twenty-

four (24) years and under who reside at the home of the Member to use the Facilities, subject to these Rules and Regulations and subject to the Golf Course Rules and Regulations. Children of the Member shall include biological children, stepchildren, legally adopted children, grandchildren and foster children living with the Member in regular parent-child relationships.

A **Corporate Membership** permits two or more business associates to use the Facilities, subject to these Rules and Regulations and subject to the Golf Course Rules and Regulations.

An **Individual Membership** provides privileges solely to the Member.

Each Member shall have guest privileges, which shall entitle the Member and the guests of that Member to use the Facilities in accordance with the Rules and Regulations set forth herein. Failure to observe all applicable rules and regulations concerning guest privileges may result, at the discretion of the Club Manager, in the suspension or cancellation of a Member's guest privileges.

Section 4. Status Change of Membership.

- A. A Member may change from Individual to Family status upon written request to the Club at the next anniversary of his membership.
- B. A Member may change from Family to Individual status upon written request to the Club at the next anniversary of his membership.

Section 5. Resignation. A Member of the Club may resign at any time, but no resignation shall be accepted by the Club until all financial obligations of the Member are settled and paid in full and until one (1) year's Annual Dues are paid in full as stated in the Member application. No refund or proration of any Annual Dues, Fees or other charges shall be made to any Member desiring to resign from the Club, and all Annual Dues and charges previously paid to the Club shall be forfeited to the Owner. A resigning Member shall remain liable in full for all charges accrued up to the date of resignation.

Section 6. Reinstatement. Any Member who has forfeited or resigned his or her membership and then wishes to be reinstated may do so on a space available basis.

Section 7. Suspension. The Owner shall at all times have the absolute right to suspend, for either a definite or indefinite period, the Member privileges of any Member who, at the sole discretion of the Owner, is in default on any and all amounts due to the Club for Annual Fees or Pro Shop charges, has violated these Rules and Regulations, the Golf Course Rules and Regulations or whose behavior is considered disruptive to the operation of the Club, to the staff of the Club and/or its Members. No fees or charges previously paid by a suspended Member shall be returned or prorated.

Section 9. Initial Offering. The initial offering of memberships offered by the Owner shall be five hundred (500) memberships. The Owner retains the right, at its sole discretion, to increase or decrease the number of memberships in each category.

Section 10. Additional Categories. The Owner reserves the right to create, in its sole discretion, additional membership categories other than described herein.

Section 11. Right to Repurchase Membership.

- A. The Owner at all times reserves the right to repurchase any membership in any membership category with or without such Member's permission and even if such Member is in good standing and has fully paid all outstanding fees and charges. Upon payment of the repurchase price set forth below, the Owner shall have completely satisfied and fulfilled all its obligations and liabilities to such Member.
- B. If the Owner shall repurchase the membership of a Member, the Owner shall refund a prorated portion of the original paid Annual Fee.

Section 12. Death of a Member.

- A. In the event of a Member's death, the heirs, successors, assigns and estate of the Member shall be liable, to the extent permitted by law, for any charges incurred by the Member until the date of the Member's death.
- B. Individual memberships shall terminate upon the death of the Member. Family memberships shall terminate upon the death of the deceased Member's surviving spouse. The death of the Member and the continued use of the membership by the surviving spouse shall not be deemed a transfer of the membership in violation of the provision of these Rules and Regulations.

Section 13. Divorce. In the event a Club membership of any class is held by a married couple and the couple is subsequently legally separated or divorced, all rights, benefits and obligations of the Club membership shall be awarded to one (1) spouse as set forth in the separation agreement or divorce decree. The membership in any class is not divisible. In the absence of a written separation agreement or divorce decree, the membership shall continue in the name of the spouse set forth on the membership application. If both spouses are listed on the membership application, the Owner may determine, at its sole discretion, that one of the spouses is to be designated as the Member. In such event, all rights, benefits, and obligations of membership shall be deemed to have been awarded to the spouse designated by the owner as the Member to the exclusion of the other spouse. The other spouse can apply for membership in the same manner as any new applicant for membership once the existing membership has been awarded as set forth herein. During the pendency of divorce or separation, the Owner, in its sole discretion, can suspend charging privileges of the Member, Member's spouse and family members.

Article III Fees, Dues and Charges

Section 1. Membership Dues. The Club will determine the amount of dues, fees and charges to be payable by members each year. Dues shall be payable on a monthly or annual basis, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Club Facilities are indicated on the Schedule of Dues, Fees and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club.

A. Membership Dues are non-transferable and non-refundable upon resignation from the Club.

Section 2. Member Charging Privileges. In order to activate charging privileges at the Club, the Member must provide a valid credit card number, Visa, MasterCard or American Express, to the Club. Members shall have the privilege of charging cart fees, guest fees and merchandise to their accounts. Charge slips must be signed by a Member or an authorized member of the Member's family who shall sign the Member's name and membership number. All charges will be billed at the end of each month and will appear on the Member's statement. Payment for charges is due upon receipt. If for any reason any outstanding balance on the house charge account remains unpaid for more than sixty (60) days, the outstanding balance will be charged directly to the Member's credit card.

Section 3. Guest Fees. The Owner reserves the right to establish the amount of the daily Guest Fee. The Owner further reserves the right to modify, change and increase the Guest Fee. The current Guest Fee as in effect shall be provided to each Member upon request.

Section 4. Liability of Charges. Members shall be liable for all debts, charges and fees incurred by their guests and by all family members, including children, who are afforded membership privileges at the Club. In the case of a Corporate Membership, the corporation shall be liable for all debts, charges and fees incurred by all of the designated users of the membership and their guests. The Owner reserves the right to terminate any and all charging privileges for any Member at any time.

Section 5. Payment of Charges. All charges incurred by Members of the Club shall be due and payable within thirty (30) days of the statement date.

Section 6. Non-Payment of Fees, Dues and Charges.

A. Charges are billed on the first day of each month. Charges are due upon receipt of the statement and are considered delinquent if not paid by the end of the statement month. Whenever the charges appearing on a Member's statement remain unpaid for a period of thirty (30) days after the statement date, the Owner may suspend all charging privileges for the delinquent Member and require cash payments for all purchases.

- B. If such charges remain unpaid for sixty (60) days or more, the membership privileges of the delinquent Member may be suspended or revoked, in the sole discretion of the Owner, until all charges are paid in full and such suspension or revocation shall not be prejudiced or affect in any manner the legal right of the Club to collect such delinquent charges. Any Member whose membership shall have been revoked for non-payment of any charges shall not be entitled to any payment or return of any portion of that Member's Annual Fee.
- C. The Club may assess a monthly finance charge equal to one and one-half percent (1.5%) of the amount of all delinquent charges.
- D. If the account remains unpaid beyond ninety (90) days, the membership will be revoked.

Section 7. Attorneys and Collection Fees. Should the Owner be forced to refer delinquent charges to a collection agency or an attorney for collection, the delinquent Member shall be liable for and shall pay to the Owner all costs of collection, including all collection agency and attorney's fees and court costs, in addition to the delinquent charges.

Section 8. Notice of Suspension and/or Revocation. In the event of suspension or revocation for any reason, the Member shall be notified by an authorized representative of the Owner. Notice by any means directed to the Member's last known address, shall be sufficient. Suspension or revocation does not entitle the Member to a hearing.

Section 9. Consequences of Suspension or Revocation. In the event that a Member has his membership privileges temporarily suspended or revoked from the Club for any reason, such Member, and any other person (i.e., the Member's spouse or children) who would also be entitled to the rights and privileges of such membership, shall be permanently barred in the event of revocation (unless separate membership is obtained by such other person) or temporarily barred during the period of suspension, as the case may be, from admittance to the Club.

Article IV

Use of Facilities and General Rules

Section 1. Conduct and Dress Code

- A. Members' children and guests of Members under the age of twelve (12) must at all times be accompanied by and under direct supervision of an adult.
- B. The Club Manager and his/her designated assistants may at any time, at their sole discretion, refuse the service of alcohol to Members and guests of Members.

- C. Appropriate golf attire is required at all times. Metal or ceramic spiked shoes, tattered or torn clothing, T-shirts, tank tops, denim jeans, swim wear, shirts without collars, sweatpants, short shorts and cut-offs are not permitted.
- D. Smoking is not permitted in the Clubhouse but is permitted outside of the Clubhouse, on the verandah or on the golf course.
- E. Food and beverages not purchased at the Club, or private coolers, are not permitted in the Clubhouse or on the golf course.

Section 2. Management of the Golf Course. The Club Manager shall control all matters relating to play on the golf course at the Club.

Section 3. Advisory Board. The Signature at West Neck may establish an Advisory Board comprised of Members whose purpose includes fostering good relations between the Members and management of the Club. The Advisory Board shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the Members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the Members of the Club.

Section 4. Hours of Play. Hours of play shall be as posted by the Club Manager and are subject to change. The Club will open one-half hour prior to the first tee time and will close at the sole discretion of the manager on duty.

Section 5. Registering. All Members of the Club, their family members and their guests must register with the Pro Shop at the Clubhouse prior to playing any part of the golf course and must be prepared to present membership cards or identification at all times upon request.

Section 6. Guest Privileges. Any Member may invite guests to use the Facilities in accordance with the privileges afforded such Member by these Rules and Regulations and the Golf Course Rules and Regulations. The Member must register and accompany all guests unless the Member has received permission to the contrary expressly from the Club Manager. All Guest Fees must be paid or signed for by the Member in advance. Failure to register a guest will result in a disciplinary action, in addition to assessment of the applicable Guest Fee against the Member. Any Member inviting a guest or guests to use the Facilities shall be responsible for any debts incurred by them, for their conduct and for any damage done by them to the Facilities. The Club Manager may, at his discretion, limit the number of guests invited on any given day. Guests shall not be permitted to attend events that are made available to Members only, unless otherwise indicated by the format of the event or without the express prior approval of the Club Manager.

Section 7. No Liability. The Owner shall not be responsible or liable for any loss of personal property, including but not limited to, golf clubs, clothing or jewelry left in or on the premises of the Club, whether in storage, lockers or otherwise.

Section 8. Use of Golf Carts. Rental and use of motorized golf carts will be mandatory between the hours of daybreak and 12:00 PM on Friday, Saturday, and Sunday and on holidays, unless permission to the contrary is received from the Pro Shop. Golf cart rentals shall be subject to the terms and conditions contained in the Golf Rules and Regulations of Play. Golf cart drivers and their passengers (herein collectively referred to as "Cart Users") shall be responsible for and shall pay for any damages that are sustained to a golf cart while the golf cart is in their possession. Cart Users shall be personally responsible for any bodily injury and/or property damage incurred by reason of the use of their golf cart. Cart Users agree to indemnify and hold the Owner and the employees of the Club harmless from any liability, damage, loss or claims of any nature whatsoever that may arise from or through the use of a golf cart. Pull carts may be used during times when walking is permitted and pull carts are subject to the same Rules & Regulations as motorized golf carts.

Section 9. Non-Member Play. The Owner may, in its sole discretion, schedule outside golf tournaments and outings and play by non-members.

Section 10. General Release. Each Member, Family Member, guest, employee or other person who in any manner makes use of any of the Facilities, including but not limited to the golf course, or who engages in any game, exercise, competition or any other Club activity, either on or off premises, including, without limitation, the Club parking facilities, shall do so at his own risk and shall hold the Club, the Owner and the employees of the Owner harmless from and against any injury, damage, liability, loss or claim resulting from such use. Nothing contained herein shall give any Member the right to use any other Facilities except as permitted by these Rules and Regulations and the Golf Course Rules and Regulations.

Article V Administration

Section 1. Agency. Notwithstanding anything in these Rules and Regulations that may appear or be construed to the contrary, the Owner retains absolute authority and control over the management, operation and disposition of the Club and the Facilities. Members shall have no control over the selection of personnel of the Club. The daily operation and management of the Club, the Facilities and all Club property shall be vested in the Club Manager, acting through the employees and staff of the Club.

Section 2. Amendments; Administration Rules and Regulations. These Rules and Regulations and the Golf Course Rules and Regulations are subject to modification, amendment and change at the sole discretion of the Owner. The Owner reserves the right to adopt and post administrative rules and regulations that shall be binding upon the Members as if set forth in their entirety in these Rules and Regulations and the Golf Course Rules and Regulations.

Section 3. Oral Representation. The Membership Application, Trail Fee Application, these Rules and Regulations, the Golf Course Rules and Regulations and any agreements and understandings expressly incorporated by reference in any of the above documents shall constitute the entire agreement and understandings between the Owner, the Club and each Member. No oral representations shall have any effect nor shall they modify any of the terms and conditions contained in the aforementioned documents.



Golf Course Rules & Regulations

Article I General Rules

Section 1. Management of the Golf Course. Set forth below is the Golf Course Rules and Regulations for **The Signature at West Neck**. As used in these Rules and Regulations, the word “Club” means and refers to The Signature at West Neck. The word “Facilities” means and refers to the golf course, clubhouse, practice range and putting green. The word “Owner” means and refers to Baymark Golf, LLC or its successors and assignees. The words “Club Manager” means and refers to the person(s) to which the Owner gives the right to manage and operate the Facilities. The Club Manager shall control all matters relating to play at the Club.

Section 2. Hours of Play. Hours of play shall be as posted by the Club Manager and are subject to change according to the season or for special events.

Section 3. Registering. All golfers must register in the Pro Shop at the Clubhouse and with the starter prior to playing any part of the golf course. Members must be prepared to show membership cards upon request. The name of each golfer must appear on the starter’s ticket.

Section 4. Starting. All players must start on Number 1 tee unless otherwise directed by the Pro Shop. Starting on any other portion of the Golf Course is absolutely prohibited.

- A. Members may reserve tee times twenty-one (21) days in advance. Associate Members may reserve times fifteen (15) days in advance. The general public may reserve tee times eight (8) days in advance. Singles may call in and will be put on fill-in status. The names on the fill-in list will be used to complete a threesome or foursome.

- B. No Member or Guest may reserve more than two (2) consecutive tee times between the hours of daybreak and 12:00 PM on Saturdays, Sundays and Holidays unless special permission is granted by the Pro Shop.
- C. Tee times cannot be transferred or assigned on the day of play. Tee times must be canceled at least twenty-four (24) hours in advance.
- D. Groups larger than four players are not permitted on the Golf Course except as necessary in organized tournaments unless special permission is granted by the Club Manager.

Section 5. Rules of Play.

- A. Play on the golf course shall be governed by the Rules and Regulations of the United States Golf Association and by any local rules that are posted or printed on the scorecard.
- B. Play must be from the Palmer, Blue, White, Gold or Red markers as placed on the teeing ground.

Section 6. Practice and Lessons. Golfers shall use the driving range, practice, putting and chipping greens only for practice or when receiving instruction from the Golf Professional or his staff. Under no circumstances are the regular tees, greens or fairways to be used for practice. Golf instruction may be scheduled directly with the Golf Professionals.

Section 7. Practice Range Policy.

- A. Range balls are available at the Pro Shop.
- B. The use of range balls is not allowed anywhere except on the range.
- C. Retrieving balls from the range is prohibited.
- D. All golfers are required to hit from the designated teeing ground.
- E. Practice in other than designated areas is prohibited.
- F. Golfers are not permitted to hit their own shag balls on the range at any time.

Section 8. Closing of the Golf Course. The Club Manager shall determine when the golf course shall be closed due to weather or maintenance conditions and shall further determine when course conditions prohibit or restrict the operation of golf carts.

Section 9. Refusal of Privileges. The Club Manager shall have the right to refuse golf course and Club privileges to anyone who, in the judgment of the Club Manager, violates these established rules.

Section 10. Personal Property. Golfers are reminded not to leave unguarded golf bags or personal property in unlocked vehicles or on any fairway or green. The Club will not be responsible for lost or stolen property.

Section 11. Pace of Play Policy. All golfers are expected to play without undue delay. The golf staff has the authority to ask slow groups to increase the speed of play when necessary. If a group fails to keep its place on the golf course and loses more than one clear hole on the players in front, the group may be directed to either skip a hole or leave the golf course.

Section 12. Dress Code and Conduct.

- A. Appropriate golf attire, including shirt and shoes, is required at all times. Metal or ceramic spiked shoes, tattered or torn clothing, T-shirts, tank tops, denim jeans, swim wear, sweatpants, short shorts and cut-offs are not permitted.
- B. Each player must have a set of clubs when playing the Golf Course. No more than one player may play out of one bag.
- C. Behavior that is generally obnoxious to other players, including the use of obnoxious or abusive language, is strictly prohibited.

Section 13. Operation of Electric Golf Carts.

- A. Rental and use of golf carts will be mandatory between the hours of daybreak and 12:00pm on Friday, Saturday, Sunday and on holidays unless permission to the contrary is received from the Pro Shop. The Club Manager shall determine the daily rules for use of golf carts.
- B. Rules for Operation of Electric Golf Carts.
 - 1. Golf carts must remain on paths around greens, tees and bunkers.
 - 2. Golf carts must not be driven past directional signs placed in front of greens and tees and drivers must observe posted signs for control of the golf carts. Golf carts must not be driven in the area between the green and the bunkers surrounding the green.
 - 3. Golf carts are not to be driven through wet areas or over sprinkler heads.

4. No more than two golf bags and two riders shall be permitted per golf cart, unless authorized by the Club Manager.
5. Golf cart users are responsible and will be charged accordingly for physical damage to golf carts in their possession. For the safety of the occupants, while a golf cart is in motion, hands and feet must be kept inside the vehicle.
6. Only persons with a valid driver's license or operating permit will be permitted to rent or operate a golf cart.
7. Privately owned golf carts are not permitted on the golf course, except for Resident Members who have completed the necessary paperwork and paid the appropriate Trail Fee. All privately owned golf cars must be identical to the Club's fleet of cars.

Section 14. Schedule of Play.

- A. The schedule of tee times shall be posted each day and is subject to change at the discretion of the Club Manager.
- B. Junior Golf Play.
 1. Junior players are subject to all rules and regulations governing the golf course.
 2. Children under the age of twelve (12) years are not permitted on the golf course, practice tees or putting greens unless accompanied by an adult.

Section 15. Etiquette. The Club shall have the right to refuse golf course privileges to any Member or person who violates these established rules of etiquette.

- A. No person should move, talk or stand close to or directly behind the ball or the hole, when a player is *addressing the ball* or making a *stroke*.
- B. The player who has the *honor* should be allowed to play before a competitor tees his ball.
- C. No player should play until the players in front are out of range.
- D. Before leaving a *bunker*, a player should carefully smooth all holes and footprints made therein.
- E. A player should ensure that any divot hole made by him and any damage to the *putting green* made by a ball is carefully repaired. On completion of the hole by all

- players in the group, damage to the putting green made by golf shoes or spikes should be repaired.
- F. Players should ensure that no damage is done to the *putting green* when dropping the flagstick and that no damage is done to the hole in handling the *flagstick* or in removing the ball from the hole.
 - G. When play of a hole has been completed, players should immediately leave the *putting green*. Marking scores while standing on a green is prohibited. In the interest of safety, following players should not hit until preceding players are a safe distance from the green.
 - H. A golfer hitting from a *fairway* of a hole other than the one that he is playing does not have the right of way and must wait his turn.
 - I. A ball coming to rest on a *tee* or *green* other than that of the hole being played shall be dropped from such *tee* or *green* before being played, but no nearer the hole being played. No penalty shall be assessed.
 - J. Golfers should observe the posted Pace of Play ratings and should play without undue delay. If a group fails to keep its place on the golf course and loses more than one clear hole on the players in front, the group may be directed to either skip a hole or leave the golf course.
 - K. All trash, paper, bottles and cans must be deposited in trash receptacles.

Section 16. Liability for Personal Injury or Property Damage.

- A. The Club assumes no responsibility or liability whatsoever for any injury or damage caused to persons or property resulting from play on the golf course.
- B. It is the personal responsibility of property owners and golfers, who are exposed to the various hazards and liabilities that may arise from golf play, to provide insurance protection for themselves for the purpose of guarding themselves and their property against such liability.
- C. Players must immediately report any injuries or damage to personal property or Club property to the Club Manager.

Article II Clubhouse Rules and Regulations

Section 1. Rules of Operation. The hours of operation for the Clubhouse shall be posted by the Club Manager and are subject to change at his discretion. The Club Manager shall have full and complete charge of the Clubhouse and grounds at all times.

Section 2. Reservations

- A. Reservations are required for all special Club functions and encouraged for regular activities. Reservations will be held only one-half hour past their stated time, and no guarantee of available space will be made past that time unless prior arrangements have been made with the Club Manager. A cancellation fee may be charged to any party who fails to cancel an unused reservation.
- B. Private parties and receptions shall be permitted subject to the following terms and conditions:
 - 1. Reservations and arrangements must be made in advance with the Club Manager.
 - 2. The person or group booking the party must accept full responsibility for payment of private parties and for the conduct of their guests.
 - 3. Private party guests must remain in the area of the Club in which a private party is being held and must comply with all Club conduct and dress requirements.

Section 3. Food and Beverage.

- A. Only food and beverage purchased from the Club may be consumed on the Club's premises.
- B. No alcoholic beverages will be sold or served to anyone under the age of twenty-one (21).
- C. Alcoholic beverages shall be served only in accordance with state law and liquor law violations are prohibited on the Club premises. It is illegal for any Member, guest, visitor or employee to bring alcoholic beverages onto Club property for consumption, use, sale or storage.

Section 4. Locker Rooms and Bag Storage. Lockers and Bag Storage are available to Members only, on a "space available" basis for an additional charge. The Club assumes no responsibility for the loss of personal property in the Locker Rooms or in Bag Storage areas.

- A. Golf clubs and golf bags shall not be stored in Locker Rooms and changing areas.
- B. Members and Guests are not permitted to enter the Bag Storage area.

Section 5. Parking.

- A. All persons must drive and park motor vehicles in accordance with posted signs.
- B. The Club will not be responsible for loss or damage to automobiles driven or parked on the Club premises.

Section 6. Animals and Pets. Owners of pets will be held directly responsible for any damage to the Golf Course or Club property caused by their animals. The cooperation of the local enforcement agencies will be used by the Club to implement this regulation.

Section 7. Complaints and Grievances.

- A. Members and guests may not make abusive or degrading comments to Club personnel. Any suggestions or complaints regarding service rendered by Club personnel should be made in writing to the Club Manager.
- B. All Members, guests, visitors and employees are encouraged to report any and all violations of the Rules and Regulations to the Club Manager.

Section 8. No Liability. The Club assumes no responsibility for the loss of personal property on the Club premises. Members, guests and visitors are responsible for securing and insuring their personal property against loss. Any person who finds a lost item of personal property is encouraged to leave it at the Pro Shop or with the Club Manager.