

Pinehurst Country Club



Rules & Regulations

Village of Pinehurst, North Carolina 28374

Effective October 21, 2022

PREFACE

Founded in 1895, Pinehurst was the dream of James Walker Tufts, a Bostonian businessman and philanthropist who sought to build a health retreat far removed from the cares of society. What began as 5,000 acres of ravaged timberland has been transformed into an award winning, world class club and resort known for excellence and true hospitality.

The game of golf was first introduced at Pinehurst three years after its founding. In 1900 Donald Ross arrived, and transformed the game from pastime to passion during his 48-year tenure here. Shortly after his arrival in 1903, The Pinehurst Golf Club was formed, creating a member base that would stand as the cornerstone of Pinehurst's golf heritage, a tradition that continues to this day.

Although Pinehurst is known worldwide for its exceptional golf facilities and connection to the game's traditions, the club also boasts a plethora of activities for its members and guests. Its tennis facilities are nationally ranked, and croquet and lawnbowling courts have held major championships. The 200-acre Lake Pinehurst is alive with water sports, and The Spa has returned the club to its restorative roots. Its dining facilities offer exceptional service outdone only by the spectacular views seen from its historic arched clubhouse. It is a place of timeless grace that continues to stand the test of time.

The following Rules & Regulations of the Pinehurst Country Club are designed to ensure and enhance a pleasurable Club experience for all its members and guests. These Rules and Regulations, which may be amended or modified at any time by the owner, are subject to amendment or modification at the owner's discretion, as may be deemed necessary or advisable. They supercede the Rules and Regulations approved and published in February, 2020, and all prior member bylaws, rules and regulations. The obligation of enforcing these rules and regulations for the good of all Members is placed primarily in the hands of a carefully selected and trained management staff ("Owner's Management"), whose principal responsibility is to assure you of all the courtesies, comforts and services which you as a Member of the Club deserve. It is further the duty of the membership of the Club to know the rules and to cooperate with Owner's Management and staff in their enforcement.

PINEHURST COUNTRY CLUB
MEMBERSHIP RULES & REGULATIONS

ARTICLE I.

NAME AND PURPOSE

The name of the club is Pinehurst Country Club (the “Club”). The Club is a non-equity club owned and operated by Pinehurst, LLC (“Owner”), a for profit corporation. Consequently, Owner is responsible for the financial requirements of the Club.

ARTICLE II.

OWNER AND CONTROL

Section 1. CONTROL

Owner has established rules and regulations (“Rules & Regulations”) governing the use of the Club facilities, and every member is subject to them and shall abide by them. The Rules & Regulations may be amended by Owner at any time and any amendment shall become effective immediately upon posting a copy of the amendment on the member’s website.

Section 2. OWNERSHIP RIGHTS

The Club is not an equity club, and no member shall be a partner of Owner or have any ownership or equity interest in the Club or any of the assets of the Club or Owner. Membership grants solely the privileges to use and enjoy the facilities and amenities offered at the Club in accordance with these Rules & Regulations. Members are not liable for the debts or other obligations of the Club or Owner, past, present or future. Acceptance of a membership in the Club constitutes acceptance and agreement by the member and such member’s spouse, children, and guests to abide by these Rules & Regulations as they may be amended from time to time by Owner.

ARTICLE III.

MEMBERSHIP

Section 1. MEMBERSHIP QUALIFICATIONS

- 1.1.** Each applicant for membership shall (a) be, if an individual, at least eighteen (18) years of age, (b) have completed, in all respects, application for membership with all required support, (c) be of good reputation, high moral standing, and credit worthy, and (d) be interested in the enhancement of the Club experience for all members as determined and approved by the Club.

- 1.2.** If multiple owners have title to qualifying real property, then a maximum of four memberships may be established on any single eligible property. If a current Charter transferable membership exists, then one membership may be transferred by paying the prevailing discounted rate. The remaining three applicants would be required to pay the prevailing initiation fee for a nontransferable Club membership.

- 1.3. Charter memberships are defined as: existing transferable memberships attached to select properties in Pinehurst. If a property is purchased with a Charter membership, the new buyer has 60 days from the closing date to transfer the membership and receives a 50% discount off of the prevailing initiation fee of the category selected.
- 1.4. Property Privilege options are attached to select properties in Pinehurst. This option provides a transferable Charter membership with a 30% discount off of the prevailing initiation fee of the category selected. Buyers of a qualifying property have 60 days from the closing date to complete the transfer of the membership.
- 1.5. Club memberships are non-transferable and are available to all property owners within a 60-mile radius of the Club. These memberships may be applied for at any time with payment of the full prevailing initiation fee of the category selected.

Section 2. APPLICATION FOR MEMBERSHIP

- 2.1. All candidates must complete an application for membership and pay the appropriate initiation fee as established by the Owner. Such fee shall be refunded to the candidate if the application for membership is disapproved. At any time during the admission process, the Owner may accept or reject any invitee or application for membership in its sole discretion, and the decision of the Owner shall be final.
- 2.2. Applications will be evaluated on the basis of the following criteria:
 - 2.2.1 Interest of the applicant in the use of the Club facilities;
 - 2.2.2 Financial qualification of the invitee or applicant;
 - 2.2.3 Compatibility of an applicant with Club Members and the purposes of the Club;
and
 - 2.2.4 Demonstrated desire to enhance the Club experience for all Members.
- 2.3. Applications will be evaluated on the above criteria without regard to age (18 and over), race, national origin, gender, sexual orientation, veteran status, disability, or religion.
- 2.4. The privileges of membership extend to the individual Member, the Member's spouse or significant other listed on the completed Significant Other Designee form, and dependents. Dependents (juniors) are defined as unmarried children under the age of 23 residing with candidate(s) or attending college on a full-time basis.
- 2.5. Pinehurst Resort and Country Club is a world recognized Club and Resort offering a wide variety of guest accommodations and privileges. Acceptance for membership in the Club does not allow the Member to infringe on the Resort's business or to commercialize the Member's Club privileges by providing non-members access, usage, preferred rates and the like to the Club whether as a hobby or business.

Section 3. CLASSES OF MEMBERSHIP

The membership shall consist of the following classes of members of the Club, each of which shall enjoy the privileges of the Club under the terms and conditions contained

in these Rules & Regulations as amended by the Club from time to time.

Resort outlets include: The Brewery, Carolina Dining Room, Ryder Cup Lounge, The Holly Tavern, 1895 Grille at the Holly, 91st Hole, The Deuce and North South Bar.

- 3.1. *Signature Golf.*** This membership includes access to Course Nos. 1-9 with complimentary bag storage and no cart fee to walk and carry except Course Nos. 2. Access to all recreational amenities with no usage fees to include: tennis, pickleball, croquet, lawn bowling, fitness center, Lake Pinehurst, Carolina Hotel Pool and Member Pool Complex. Equipment rental fees will apply. Access to all dining outlets including: the main club house, clubhouses No. 7, No. 8 and No. 9, and resort outlets as defined above. There is currently, and may be in the future, a wait list in effect for Members not residing inside the neighborhoods of No.7 or No.9 who desire to upgrade into this category. Terms of the wait list are available from the Owner's Membership Office.
- 3.2. *Premier.*** This membership includes access to Course Nos. 1-6 and No. 8 with complimentary bag storage and no cart fee to walk and carry except Course Nos. 2. Access to all recreational amenities with no usage fees to include: tennis, pickleball, croquet, lawn bowling, fitness center, Lake Pinehurst, Carolina Hotel pool and Member Pool Complex. Equipment rental fees will apply. Access to all dining outlets including: the main club house, club house at No.8 and resort outlets as defined above.
- 3.3. *Classic Golf.*** Membership includes access to Course Nos. 1-6 with complimentary bag storage. Access to all recreational amenities with no usage fees to include: tennis, pickleball, croquet, lawn bowling, fitness center, Lake Pinehurst, Carolina Hotel pool (access 5 days/week) and Member Pool Complex. Equipment rental fees will apply. Access to all dining outlets including: the main club house and resort outlets as defined above.
- 3.4. *Sports.*** Membership includes access to all recreational amenities with no usage fees to include: tennis, pickleball, croquet, lawn bowling, fitness center, Lake Pinehurst, Carolina Hotel pool (access 5 days/week) and Member Pool Complex. Equipment rental fees will apply. Access to all dining outlets including: the main club house and resort outlets as defined above. Also, includes Course Nos. 1-6 subject to the payment of discounted rates as defined above.
- 3.5. *Social.*** Membership includes access, 2 times per month maximum, to all recreational amenities with payment of usage fees to include: tennis, pickleball, croquet, lawn bowling. Additional areas with no usage fees include fitness center, Lake Pinehurst, Carolina Hotel pool (access 5 days/week) and Member Pool Complex. Equipment rental fees will apply. Access to all dining outlets including: the main club house and resort outlets as defined above. Also, includes Course Nos. 1-6 subject to the payment of discounted rates with a maximum 10 rounds per year. Walk-on rates will apply for rounds played over the 10 rounds.
- 3.6. *Life.*** Closed to new membership. This membership has the same privileges as a Classic Golf with no dues. The membership terminates upon the death of the Member if not transferred prior to the Member's death. This membership may only transfer to a class

of membership which is open at the time of transfer with payment of the applicable initiation fee.

- 3.7. *Founder.*** Closed to new membership. This membership has the same privileges as a Classic Golf with lower dues. Founder Members have certain special transfer privileges. However, if transferred to another individual, transfers only to a class of membership open at the time of transfer with payment of the applicable initiation fee.
- 3.8. *President's List.*** Appointed by the President or Ownership. This membership has the same privileges as a Classic Golf membership. These memberships are nontransferable, recallable and renewable each year.
- 3.9. *Transferability.*** Memberships, with the exception of non-property memberships, are transferable upon approval of Owner and upon the payment of the prevailing initiation fee, at the time of application, for the class of membership being applied for and compliance with the transfer policy of the Club. Transferable memberships must be activated within 60 days from the date of closing. ***Owner shall have absolute and unlimited discretion in determining whether a transfer shall be approved or disapproved.***
- 3.10. *Upgrading/Downgrading of Memberships.*** Membership classifications must be maintained for a minimum of one year. After one year, members may change their class of membership effective the 10th or 25th of any month. A completed change of status form should be submitted to the Membership office 10 days in advance for a change of status. Forms are available in the Membership office and on the members' website.
- 3.11. *Changes in Membership Classes.*** At its sole discretion, Owner has the right at any time to establish, modify, close, or discontinue any class of membership as it may determine to be in the best interest of the Club. Further, Owner has the right to set or change initiation fees, dues, incentives, privileges, rules, regulations, and restrictions applicable to each class of membership, and determine the terms of admission, privileges and facilities to be extended.
- 3.12. *Surviving Spouses.*** Upon the death of any member in good standing, the surviving spouse of said member may continue the membership so long as the membership account is current. The Club membership shall continue upon remarriage and be extended to the new spouse without any additional initiation fee so long as the conditions set forth in Article III, Section 1 is met.
- 3.13. *Membership Relocation.*** A member with a Charter membership who purchases an additional property with a Charter membership may relocate their membership to the newly acquitted property without paying an additional initiation fee. A temporary membership will be placed on the original property that is listed for sale and the member is required to pay Social dues on the original property in addition to their membership until the original property is sold. If the property is not sold within eighteen months, payment of the transfer fee is due for the relocation membership. Contact the Membership office for more details

- 3.14. *Split Membership.* A member with a Charter membership, who purchases an additional property without a Charter membership, may establish a second Charter membership (Social) by paying the full prevailing Charter Social Initiation fee. Dues are required to be paid on both. Contact the membership office for more details.

ARTICLE IV.

MEMBERSHIP AND DUES

Section 4. DUES AND CHARGES

- 4.1. Each member shall pay monthly dues, in advance which may be changed from time to time. All dues and charges are due and payable to the Club Membership office (located in the Country Club) in the Village of Pinehurst, Moore County, North Carolina.
- 4.2. The obligation to pay dues is not dependent on the availability of the Club's facilities or the frequency of use. Tournaments, repair, maintenance or improvement of facilities, and/or other occurrences may make it necessary for the Club to change hours of use, restrict the use of, eliminate or close facilities or to close the Club temporarily. The Club will not reduce or suspend dues during the time when facilities, in whole or in part, are not available.
- 4.3. Each member will receive a membership card showing their account number. Only the Member may use such membership card. Members must have their membership card with them when they use the Club and Resort facilities and show to Club employees when using Club amenities.
- 4.4. Members may not allow anyone else to use their membership card under any circumstances. Lost or stolen cards must be reported immediately to the Club Membership office. Notification is not binding on the Club until received. The member is assessed a fee for the reissuance of a membership card.
- 4.5. Members must sign for purchases using their assigned membership number and their normal signature. Cash may be used at any of the Club facilities except the Country Club. Applicable Member discounts will only apply when charging to the Member account.
- 4.6. Service charges, as set by the Club, are automatically added to all food and beverage purchases.
- 4.7. Each Member is financially responsible to pay for all charges or other indebtedness incurred by the Member's spouse, children, and guests.
- 4.8. Members will be billed monthly for all charges incurred. The Club account of each member is due and payable upon receipt of the monthly statement. Accounts unpaid thirty (30) days after the billing date are delinquent and accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month, but in no event will interest be charged in excess of that allowed by applicable law or construed as legally usurious. Should any such charge be determined to be a charge that would be usurious, then it is agreed that refund of the excess amount creating the potential usurious payment will be removed if not paid and refunded if paid. Such removal or refund shall

bar any action on the part of the member for usury. Payments on delinquent accounts will be applied to the most outstanding balance

ARTICLE V.

USE OF CLUB AMENITIES

Section 5. HOURS OF OPERATION

- 5.1.** The hours of operation for the Clubhouse will fluctuate. The locker rooms will open thirty (30) minutes prior to the first available tee time each day of the week.
- 5.2.** Hours of operation for Club amenities and all special events are posted on the Members' website.

ARTICLE VI.

ATTIRE AT THE CLUB

Section 6. ATTIRE – These dress code policies apply to all Member dining areas including The Fairwoods at No.7 and The Cornerstone at No. 9.

- 6.1** Members of the Club, their families and guests are expected to dress in a fashion befitting the surroundings and atmosphere of the Club.
- 6.2.** Laddie's Court, Payne's Pub, The Fairwoods Room at No.7 and The Cornerstone at No.9: Dressy casual and appropriate golf attire (see 7.2 below) is the norm although tasteful denim (no torn denim) is permitted. Swimwear and swim cover-ups are **not** permitted. Dressy casual is defined as collared shirts and slacks for men and slacks, skirts, or dresses for women. Children should be similarly attired. Tee shirts are **not** permitted.
- 6.3.** Jackets may be suggested for special holidays but are not required. These would include such events as Easter, Mother's Day, Brunch with Santa, or New Year's Eve.
- 6.4** Golf attire or denim may be allowed for more casual or themed events such as Music Nights, Motown, Holiday Cookouts, etc. and will be noted in the promotions of these events.
- 6.5.** The wearing of hats is permitted in bar areas and any outdoor seating (PCC Veranda, Payne's Pub and the Cornerstone Patio at No.9) at all PCC outlets. Members and their guests will be asked to remove hats if they are worn in any other areas.
- 6.6.** Smoking is only permitted in the designated smoking areas at each Clubhouse. The smoking area on the veranda at the main club house may be used from time to time for special dining events.

ARTICLE VII.

GOLF

Section 7. GOLF

The use of the golf courses is restricted to playing golf. Golf courses are not a safe environment for children to play, members to jog, walk, walk their pets, hunt for golf balls or for any other

purpose other than playing golf. This policy will be enforced and is in effect whether the courses are open or closed.

7.1. Golf and Golf Course Policies

- 7.1.1.** The USGA Rules of Golf will govern play except where modified by local rules which are posted at the Starter Shack and handicap posting stations. The Club publishes rules and regulations relating to golf reservation and play and each person playing golf at the Club must also abide by these rules and regulations as they are established from time to time.
- 7.1.2** Members should not use other Members' names, guests' names or contrived names as placeholders to gain an advantage while booking tee times. First offense is a written notice mailed or emailed from Owner's Management. Second offense is a 30-day loss of online booking privileges. Third offense is a 90-day loss of on-line booking privileges. Fourth offense is permanent loss of online booking privileges.
- 7.1.3.** Members paying green fees or golf cart fees and members with guests must register in the Golf Shop prior to playing any of the golf courses. Members of the Private Cart Program, Cart Lease Club, and those who walk and carry must check in at either the Starter Shack or the Golf Shop.
- 7.1.4.** All courses have an opening and closing time that varies depending upon the time of year that may be obtained through the Golf Shop or on the Members website. Once the starting hole(s) is closed, you must obtain Golf Shop approval to play. Play may not originate on any hole after the course is closed for the day unless approved by the Golf Shop. Other starting methods may be used at the discretion of the Golf Shop.
- 7.1.5.** Practice is to be confined to the designated driving range, putting greens, chipping and bunker areas that are designated for practice. At no time are the golf course tees, greens, fairways or bunkers to be used as practice areas. Club practice balls are not to be removed from the practice areas. All golf carts are to be parked in the designated cart parking areas when using the practice areas.
- 7.1.6.** Members are reminded *not* to leave golf bags or personal belongings unattended on club property. **THE CLUB IS NOT RESPONSIBLE FOR LOST OR STOLEN PROPERTY.**
- 7.1.7.** A foursome shall have priority on the golf course. Every effort will be made to pair twosomes or add a fourth player to a threesome or a single to make a threesome. A single or twosome should not expect to be waived through a foursome.
- 7.1.8.** When playing, only one ball is to be played at all times by each individual player except when in accordance with USGA rules, a provisional ball is to be played.
- 7.1.9.** Caddies and pull carts are available at all nine golf courses.

- 7.1.10. Each player is requested to repair ball marks, rake bunkers and fill in divots. Rakes should be placed “OUT” of the bunkers.
- 7.1.11. Golf clubs are not permitted in any Clubhouses.
- 7.1.12. **Slow Play:** If a golf group falls one full hole behind the group in front of it, the slow group may be asked to move forward on the golf course into position. Provided space is available, the slow group may be given the option to allow the group behind to play through. If play is delayed due to a lost ball, the group playing behind shall be invited to play through. A group must step aside and let the group behind play through any time a course marshal requests.
- 7.1.13. **Junior Play:** Juniors are defined as members’ unmarried dependent children under the age of 23 residing with the member or attending college.
 - 7.1.13.a. Juniors ages 14 - 22 may play any time without adult supervision. Juniors under 14 must be accompanied by an adult unless approved by golf professional staff.
 - 7.1.13.b. Unaccompanied Juniors hours are restricted to various times, depending upon season. Please check with the Golf Shop.
 - 7.1.13.c. Juniors may walk and carry their bag when playing.
 - 7.1.13.d. Juniors of at least sixteen (16) years of age and holding a valid driver’s license (not a learner’s permit) are permitted to rent and operate a Club owned golf cart.
 - 7.1.13.e. Unaccompanied Juniors under age 16 are not permitted in the members’ locker rooms unless accompanied by an adult.
- 7.1.14 **Member Events;** Club Member Golf Events are open to all Members who are in good standing with the Club.
 - 7.1.14.a Please note that some golf events will be gender or age specific. For the purpose of golf events the term “mixed team” will refer to a team that is made up of a male and female.
 - 7.1.14. b Juniors (as defined in 7.1.12) in good standing are eligible to play in junior club events, and specific Club Golf events that provisions are made for during the event registration process. Events included such as Twilight Golf Events, Labor Day, July 4th and Parent Child events.
 - 7.1.14.c Guests participating in our Club member guest events must be at least 16 years of age.
- 7.2. **Golf Courses Nos. 1-9 and Practice Area Attire.** Members and their guests are expected to dress in golf attire befitting the surroundings and atmosphere of the Club.
 - 7.2.1. **Men** - Pants, golf shorts, shirts with sleeves and mock collared shirts are considered appropriate attire for gentlemen. Tank tops, fishnet tops, short shorts, cutoff jeans, jeans with holes, cargo shorts, t-shirts, sweatpants, blue jeans,

bathing suits, tennis shorts or other athletic shorts are not permitted.

7.2.2. Women - Dresses, skirts, pants, golf shirts and golf shorts are considered appropriate attire for women. Halter tops, tank tops, fishnet tops, bathing suits, sweatpants, t-shirts, blue jeans, athletic shorts or cutoffs are not permitted.

7.2.3. Shoes - Golf shoes are required with the exception of Thistle Dhu and The Cradle where sandals and bare feet are acceptable.

**If you have questions concerning proper attire, please call the Golf Shop at (910)235-8141 ext. 4 prior to play.

7.3. Golf Cart Rules

7.3.1. Vehicles must be parked only in designated areas. For emergency access reasons, no vehicle may be left unattended in the drive areas fronting the Clubhouse. This includes all vehicles licensed by the state.

7.3.2. Private golf carts registered with the Village of Pinehurst may park in the designated areas beside the Clubhouse and around the Member Pool Complex. There are also designated cart parking areas at all satellite facilities.

Traveling to the Club must be done on streets designated by the Village of Pinehurst. **The golf course is restricted to golf carts registered with the Club.**

7.3.3. Private golf carts registered with the Club may travel only on the Club cart pathways and staked trailways but may not enter the cart staging area beneath the clubhouse or access the golf courses through the main Resort Club access off the circle. All private carts must be operated in a safe manner which does not interfere with play of golf and shall yield to golf play when going to and from the Club.

7.3.4. Members in any of the golf categories may own their own private cart. The cart is required to be registered before using on the Club property. A completed Private Cart contract and a copy of your insurance coverage should be submitted to the Membership Office for registration. An email will be sent to you after the paperwork has been processed then the Pro Shop will inspect your cart and a decal will be issued. The cart requirements are: Club Car or E-Z Go, green in color, electric, standard cart shape, size and height with full name affixed to the front. Carts with 4 seats and a golf bag attachment are permitted. Golf carts must not exceed 9 feet long or 4 feet wide.

7.3.5. Club golf carts, whether on daily rental or annual contract, may be used only in the established pathways, trailways and designated areas of the car parking areas of the Main Club. They must not be driven off Club grounds. Carts must be returned to the cart staging area beneath the Clubhouse or the Member Bag Drop at completion of authorized use.

7.3.6. All golf carts, while on the courses and course pathways, must travel in the direction of the flow of play on the courses except when going to the Clubhouse

area to begin play or returning to the Clubhouse area as a result of inclement weather. It is the responsibility of all golf cart operators to operate their cart in a manner that is safe for the occupants as well as all others at the Club, does not interfere with course play by others, and is not destructive to the golf course and other Club areas. If the Club determines that any golf cart user has created an unsafe condition, has failed to yield to golf play or has interfered with golf play while utilizing a cart, it may take whatever disciplinary action it deems appropriate including the suspension or termination of the user's cart or Club privileges.

7.3.7. The Club may publish other rules and regulations relating to the operation and use of golf carts. Each operator of a golf cart on the Club's premises is expected to know and abide by those rules and regulations as they may be established from time to time.

ARTICLE VIII.

Section 8. TENNIS, CROQUET, LAWN BOWLS, PICKLEBALL AND FITNESS

8.1. *Tennis Rules.*

8.1.1. Signature and Premier Members may reserve courts 10 days in advance, Classic Golf 7 days, Sports 5 days and Social 3 days. Reservations are taken beginning at 8:00 a.m. daily.

8.1.2. Members are responsible for turning the court lights off when play is finished.

8.1.3. All players must check in at the Tennis Shop prior to going on to a court.

8.1.4. All applicable fees must be paid when checking in for court assignment.

8.1.5. Tennis staff may reassign courts as necessary based on availability.

8.1.6. Tennis staff will determine playability and availability of the courts.

8.2. *Tennis Court Attire*

8.2.1. Flat soled tennis shoes and acceptable tennis attire must be worn at all times. No running shoes are allowed on the courts.

8.2.2. No tank tops for men or halter tops for women are allowed.

8.3. *Croquet and Lawn Bowl Rules*

8.3.1. All players must check in at the Tennis Pro Shop before going on the courts.

8.3.2. Children under the age of 14 must have adult supervision to use lawn bowl and croquet courts.

8.4. *Croquet and Lawn Bowl Attire*

8.4.1. Flat-bottom rubber-sole shoes (no heels) must be worn on the courts.

8.4.2. White attire should be worn by Members while bowling and playing croquet during tournaments. Otherwise, white attire is not required. Shorts must be no shorter than mid-thigh in length. Tank tops and halter tops are not permitted.

8.5 Pickleball Rules.

- 8.5.1** If members have more than two courts, contact the Tennis Shop for reservations. Otherwise, members may check the weekly schedule on the member website for court availability.
- 8.5.2** All players must sign-in at the courts at No.6.
- 8.5.3** All Social members & Members' guests must check-in at the No.6 Pro Shop to pay applicable fees.
- 8.5.4** Complimentary equipment is available at the No.6 Golf Shop.
- 8.5.5** "Open play" days are scheduled and are a great opportunity for players to learn the game and get involved. Check the member website for schedule.

8.6 Pickleball Attire.

- 8.6.1** Flat soled tennis shoes are required. No running shoes are allowed on the courts. Tank tops, halter tops, and jeans are not permitted. Casual recreation attire is required.

8.7 Fitness.

- 8.7.1** Please respect a 30-minute time limit on cardio machines if someone is waiting.
- 8.7.2** Children ages 12-15 must be accompanied by an adult. Children under 12 are not permitted.
- 8.7.3** Shirts and proper foot attire must be worn at all times.
- 8.7.4** Please clean equipment before and after usage.

ARTICLE IX.

THE PINEHURST BEACH CLUB

Section 9. BEACH CLUB

Refer to the Members Website for rules and appropriate attire.

9.1. *Beach Club and Lake Rules:*

- 9.1.1.** All boats or other recreational watercraft using Lake Pinehurst must be registered. Boats must be registered at the Beach Club immediately upon entering the Lake Pinehurst premises and shall be cleaned prior to launch, to prevent contamination of the Lake with invasive species. Boats owned by lakefront property owners or moored at rented slips in the Marina must register annually with the Owner any pay the annual registration fee as set by Owner from time to time. Identification permits will be affixed on the port (left) side of the bow. All boats, except those of lakeside property owners who elect to launch at their own property, shall be launched only at the Beach Club during posted seasonal hours. Only recreational sailboats, recreational pontoon or inboard (i.e., Duffy) boats powered by a maximum 60-volt electric motor producing no more than 5-rated horsepower, and personal recreational watercraft propelled by the operator (such as paddleboards, canoes, kayaks, rowboats, rowing shells and the

like) may be operated on the Lake Pinehurst. Operators of watercraft shall, in addition to complying with these Rules, be familiar and comply with applicable North Carolina law and administrative regulations. OWNER TAKES NO RESPONSIBILITY WITH RESPECT TO ANY WATERCRAFT, OWNERSHIP, POSSESSION AND OPERATION OF WHICH SHALL BE AT THE SOLE RISK OF THE OPERATOR. Except for operations of the Owner for safety and security purposes, only recreational sailboats, recreational pontoon or inboard (i.e., Duffy) boats powered by a maximum 60 volt electric motor producing no more than 5 rates horsepower, and personal recreational watercraft propelled by the operator (such as paddleboards, canoes, kayaks, rowboats, rowing shells and the like) may be operated on Lake Pinehurst.

9.1.2. Swimming at the Beach Club is allowed in the designated areas only.

MEMBERS, THEIR GUESTS AND CHILDREN WHO USE THE LAKE AND BEACH CLUB FACILITIES SWIM AT THEIR OWN RISK. Lifeguard hours are variable by season, and lifeguards are not always on duty. Lifeguards are provided only for the designated Beach Club swimming area, and Members, their guests and children are encouraged to swim only in those areas and only when lifeguards are on duty.

9.1.3. Use of the Beach Club shall be for Members, Members guests, Resort guests, certain officers, employees and their guests. Members are required to present their membership card when entering the Beach Club. Members are required to accompany their guests. Use of the facilities such as zip lines, waterslides, etc. may be subject to rules relating to age, height, weight, etc. at the discretion of the Owner.

9.1.4. Except for specially arranged functions, which are approved in advance by Owner, alcoholic beverages and food may not be brought onto the Beach Club premises as all such beverages and food consumed must be purchased from Pinehurst Country Club. All purchasing and consumption must be in accordance with the North Carolina state laws.

9.1.5. Children under 14 years of age must be accompanied by an adult Member at the Beach Club. If the children are accompanied by a non-parental caretaker who is not a Member, the appropriate guest fee will be charged for the caretaker.

9.1.6. Hours of operation of the Beach Club shall fluctuate with and be subject to the season, the weather and other reasons determined by Owner.

9.1.7. Boat rental shall be at the discretion of Owner. Advance reservations on boat rentals are encouraged to ensure availability.

9.1.8. All parties or group activities using Lake Pinehurst must be arranged through and approved by the Club Manager.

9.1.9. No gasoline-powered boats are permitted on Lake Pinehurst with the exception of those operated by Owner for security and safety purposes. Except for

operations of the Owner for security and safety purposes, the maximum speed at which any watercraft may be operated is “no wake speed” which limits watercraft to idle speed or slow speed creating no appreciable wake;

9.1.10 Shore fishing is permissible from single family lakefront property with the consent of the property owner. Shore fishing is permissible from condominium lakefront property with the consent of the unit owners’ association and the owner of the condominium unit nearest the lake from where fishing is to occur. Otherwise, shore fishing on Lake Pinehurst is restricted to within the areas on the Beach Club as posted.

9.1.11 Use of the Pavilion is by reservations only. Reservations can be made by emailing pccevents@pinehurst.com

ARTICLE X.

SWIMMING

Section 10. SWIMMING POOL RULES

Refer to the Members Website for rules and appropriate attire.

- 10.1.** Pool rules are posted at each individual pool area. Members, their guests are expected to follow those rules as well as those stated herein at all times.
- 10.2.** MEMBERS, THEIR GUESTS AND THEIR CHILDREN SWIM AT THEIR OWN RISK AND USE ALL POOL FACILITIES AT THEIR OWN RISK. No lifeguards are on duty at the Carolina pool and Adult pool (Member Pool Complex). A sign is posted when lifeguards are on duty at the family pool (Member Pool Complex).
- 10.3.** The Member pools are located in the following areas:
 - *Member Pool Complex
 - *Carolina Hotel Pool (Sunday – Wednesday)
 - *No. 9 Pool (must be a Signature Member to use)Members may use the Carolina Hotel pool 7 days per week November 1 – March 1 unless otherwise specified by the Club.
- 10.4.** Children under 14 years of age must be accompanied by an adult member at all times when using the swimming pool areas. If a child is accompanied by a non-parental caretaker who is not a Member, the child must present their Member pool ID card.
- 10.5.** Dependents 16 years and older may use the adult pool located in the Member Pool Complex.
- 10.6.** Members shall carry their membership cards when using all Club amenities.
- 10.7.** No alcoholic beverages or food may be brought into the pool areas. All beverages and food must be purchased from the Club.
- 10.8.** All parties or group activities using the pool areas must be arranged through and approved by Owner.

ARTICLE XI.

CONDUCT AT CLUB

Section 11. CONDUCT

- 11.1. Members and guests shall not interfere with the management of the Club. Employees of the Club are under the sole supervision of Owner. Members or guests shall not reprimand or attempt to discipline any employee, Member or guest. All comments, suggestions, or recommendations relating to the facilities, service, or employees of the Country Club should be reported in writing to the Club Manager.
- 11.2. Owner shall deal with infractions of these Rules & Regulations and disciplinary action, which can include suspension or expulsion from membership in the Club as determined by Owner.
- 11.3. Children under 14 years of age are not permitted to use Club amenities unless accompanied by an adult member.
- 11.4. Persons under 21 years of age are not permitted to sit at any barstools in any PCC outlets.
- 11.5. Employees are not permitted to leave the Club grounds on errands for Members or their guests.
- 11.6. Members are responsible for their own acts, omissions, and the prompt payment of all charges and costs incurred by the Member, their families, or their guests and any other designated users of the Member's membership privileges or other representatives.
- 11.7. The Club shares the facilities with Resort guests. The cooperation of all members and guests is necessary to maintain high standards of service and conduct in the Country Club and the Resort areas. No one shall interfere with any other person's proper use and enjoyment of the facilities owned and operated by Owner.
- 11.8. Owner reserves the right to have any member or guest removed from the Club or any of the Club's premises, and to suspend or terminate memberships for conduct unbecoming of a member, interference with the proper use or enjoyment of the facilities by others, disruptive behavior, loud, boisterous or profane conduct, intoxication, physical altercations or illegal activity.

ARTICLE XII.

GUESTS

Section 12. GUESTS

12.1. Members' Guests

With the exception of unaccompanied guests of members on the golf course, members are required to accompany guests when using Club amenities. Guests are permitted to enjoy all of the social and recreational facilities when accompanied by their Member host, subject to payment of applicable fees and charges. Members shall register their accompanied guests when checking in at the recreational facility being used. Any guest residing within a 60-mile radius of the Club is limited to two visits per month.

12.2. Non-Member Access

Pinehurst Resort and Country Club is a world recognized Club and Resort offering a wide variety of guest accommodations and privileges. The Club neither allows the Member to infringe on the Resort's business nor to commercialize the Member's club privileges by providing non-members access, usage, preferred rates and the like to the Club, whether as a hobby or business.

- 12.3. Guest privileges may be restricted throughout the year when it is in the best interests of the Club to do so as determined at the sole discretion of Owner.
- 12.4. Members shall not entertain such number of guests at any one time which would interfere with the use and enjoyment of any recreational facilities by other members, and Owner reserves the right in its sole discretion to limit the number of guests entertained at any one time by any Member.
- 12.5. Guests are generally considered to be Member's family, extended family, friends and business associates. Rental property tenants are **not** eligible for guest status as either unaccompanied or accompanied guests of a Member. Any tenant whether referred to as a guest, renter, patron or tenant who provides an economic benefit to a Member in exchange for use of the Member's Pinehurst Country Club membership or property is considered a rental property tenant.

ARTICLE XIII.

PRIVATE PARTIES

Section 13. PRIVATE PARTIES

- 13.1. A Member or Member sponsor, with the approval of and in accordance with the requirements of the Club, may reserve certain facilities of the Club for a private function. The Member will be responsible for all arrangements and charges incurred.
- 13.2. All decorations, public signage, and entertainment must have the approval of Club Manager.
- 13.3. Members and guests are not permitted to bring food into the Club from any source outside the Club except for wedding cakes with prior permission from the Club.

ARTICLE XIV.

DISCIPLINARY ACTION AND DELINQUENCY

Section 14. GROUNDS

Owner shall have power to reprimand, suspend, expel or otherwise discipline any Member for committing any violation of these Rules & Regulations, for nonpayment of dues and other charges, for conduct unbecoming as Member, for any offense against the best interests of the Club, acts degrading to the Club, its facilities, operations or ownership, for interfering with the proper use or enjoyment of the facilities by others any illegal activity or for any other cause Owner deems to be in the best interest of the Club membership. Whether an individual's actions constitute "conduct unbecoming a member," or any of the other prohibitions referenced immediately above, shall be determined by Owner, in their sole and absolute discretion, and such decision shall be final.

ARTICLE XV.

DELINQUENT ACCOUNTS

Section 15. DELINQUENT ACCOUNTS

When the account of any Member of the Club shall remain unpaid for a period of 90 days after billing, notice will be sent to the Member and use of the Club by the Member, as well as by the Member's spouse and children, shall be suspended until payment in full is received. Such notice of suspension will be sent by certified mail or email and may be included in or with the monthly statement. A suspended Member will not be entitled to use the Club's amenities or facilities. However, such delinquent member shall be charged monthly membership dues, late fees as set out in Section 4.8, and a fee for certified mailing(s) during the suspension period. If such account is not paid within 120 days from the billing date, the membership will be terminated unless a payment schedule is approved in advance of the cancellation date. Such action may be taken without further notice to the Member, except as provided below. A membership terminated for nonpayment of account may not be reinstated. An application and initiation fee may be submitted to apply for a new membership. Approval will be at the sole discretion of Owner and subject to payment of any unpaid charges.

ARTICLE XVI.

GRIEVANCE COMMITTEE

Section 16. GRIEVANCE COMMITTEE

- 16.1.** Owner may from time to time appoint a Grievance Committee consisting of three (3) Members in good standing, one of which shall be the President of the elected Board of Governors (or his/her appointee), which shall function as a hearing tribunal with respect to questions involving discipline of any Member for causes other than nonpayment of dues or other amounts owing.
- 16.2.** Complaints concerning the conduct of any Member and/or any Member's fitness or suitability for membership shall be submitted in writing to Owner's Management, who shall decide if the matter is to be referred to the Grievance Committee. Failure of Owner's Management to refer such complaint to the Grievance Committee within thirty (30) days following receipt thereof shall mean either that Owner has determined that the charge in such complaint lacks sufficient substantiality to proceed thereon or that Owner has taken such disciplinary action as Owner deems appropriate as permitted in Section 14 above. Owner's Management will notify both parties of the outcome. Owner's Management may also at any time initiate a complaint in writing to the Grievance Committee for purposes of a hearing and a determination thereon.
- 16.3.** Written notice of a hearing on any such complaint or charge shall be sent by the Grievance Committee to the last known address of the Member by regular United States mail, provided that the date of such hearing may not be fewer than 20 days from the date of mailing of such notice. Such notice shall specify the acts complained of, the date, time, and place of hearing, and, upon request, the Member in question shall be provided a copy of these Rules and Regulations. Written notice of the hearing date,

time, and place shall be given in like manner to all members of the Grievance Committee.

- 16.4.** The Grievance Committee's function shall be to determine the facts concerning the complaint based upon the evidence presented at the hearing. All such hearings shall be closed, except as to Member charged and witnesses. Formal rules of evidence will not apply to any such hearing, provided that the Member in question shall have the opportunity to cross-examine all witnesses against him/her, to produce witnesses on his/her own behalf, to explain any evidence against him/her, and to submit at such hearing any written or oral argument.
- 16.5.** Within ten (10) days following the hearing, the Grievance Committee shall issue a finding of facts and recommendations in writing to Owner and mail a copy thereof to the Member in question in the manner provided in Paragraph 16.3 of this Section.
- 16.6.** Owner shall, within thirty (30) days, review the Grievance Committee's findings and recommendations and issue a final decision both parties shall be notified. The decision of Owner as to sufficiency of the cause for removal, suspension or other disciplinary action shall be final and shall be mailed to the Member as provided above.

ARTICLE XVII.

EXPULSION AND SUSPENSION

Section 17. NOTIFICATION OF EXPULSION

- 17.1.** In the event of expulsion, the Member shall be notified by Owner that the Member's membership has been terminated. Notice by any means, directed to the Member's last known address, shall be sufficient. Expulsion does not entitle the Member to a hearing. Such notice of expulsion may be included in or with the statement of account of the Member.
- 17.2. Consequences of Suspension or Expulsion:** In the event a Member is expelled or temporarily suspended from the Club, the Member, and any other person who would also be allowed the privileges of such membership, shall be permanently barred in the event of expulsion (unless separate membership is granted to such other person) or temporarily barred during the period of suspension, as the case may be, from admittance to the Club and its facilities both under the Member's own membership and as a guest of another Member.

ARTICLE XVIII.

MISCELLANEOUS

Section 18. MISCELLANEOUS

18.1. Privacy:

- 18.1.1.** Subscription lists, petitions, and requests for charitable contributions shall not be brought into nor circulated on Club premises unless approved in advance by Owner.
- 18.1.2.** News media representatives, in their official capacities, shall not be admitted

to the Club premises without prior approval of Owner.

- 18.1.3.** Owner may use and publish photos of Members in print and/or in electronic format, and Members acknowledge approval of Owner's use for such purposes, with or without identifying the name(s) of the person(s) in the photograph, without compensation, for any lawful purpose, including, but not limited to, publicity, illustration, advertising and web content. A Member may request that their likeness not be used by notifying the Owner's Membership Office in writing.
- 18.1.4.** Owner retains the discretion to deny the use of the Club for purposes which it deems in its sole discretion to be inappropriate or not in the best interest of the Club.

18.2. General:

- 18.2.1.** Property and furniture of the Club shall not be moved from a given location without the approval of the Owner's Management.
- 18.2.2.** The cost of replacing or repairing Club property damaged by a Member, a guest of a Member or any member of their families shall be charged to such Member.
- 18.2.3.** Notices shall not be posted on any of the Members' bulletin boards or website without the approval of the Club's General Manager. Unauthorized removal, alteration, or mutilation of notices is prohibited.
- 18.2.4.** Animals are not permitted in the Members' Club or on any recreational facilities at any time except for Service Animals as defined by Title II and Title III of the Americans with Disability Act. If a Member requires the assistance of a Service Animal, to the extent possible the animal and the requirements related to the animal shall be registered with the Owner prior to bringing the Service Animal on Club premises.
- 18.2.5.** Should any Member, any Member's spouse, children, designees, or guests, institute suit against the Club, or should the Club institute legal action against any member, and should the Club be successful or sustained in its position in such legal action, then such Member agrees to reimburse the Club for its legal expenses incurred, including attorneys' fees, court costs, and other expenses reasonably incurred in such proceedings.
- 18.2.6.** The Member agrees to immediately notify the Club in writing of any insolvency of the member, or in the case of corporate memberships, the financially responsible party or entity. The Member hereby agrees that any failure to so notify the Club and the continued use of the Club or the membership shall constitute a fraud on the Club. Upon the insolvency of any party to the membership contract, the Club, at its discretion, may terminate Club privileges to all parties granted by such contract.
- 18.2.7.** In the event a Club membership of any class or category is held by a married

couple who subsequently are legally separated or divorced, all privileges, benefits, and obligations of the Club membership shall be awarded to one (1) spouse as set forth in the written separation agreement or divorce decree. No membership is divisible. In the absence of a written separation agreement, divorce decree, or other written agreement between the couple, the membership shall continue in the name of the first listed spouse set forth on the membership application. The remaining spouse may apply for membership in the same manner as any new applicant for membership subject to meeting the requirements set forth in Article III., Sections 1 and 2 or a Split membership if requirements are met as set forth in Section III, Section 3.14. During the pending of divorce or separation, liability for all obligations under the membership will remain unchanged. If Owner, in its sole discretion, during the pendency of the divorce or separation determines that prospects of payment are impaired or the spouses are unable to make temporary arrangements for the membership satisfactory to Owner, Owner can suspend all use and charging privileges under the membership.

18.2.8. THE MEMBER EXPRESSLY AGREES THAT ALL USE OF THE CLUB FACILITIES, EQUIPMENT, PROGRAMS, MACHINES, COURSES, COURTS, AND ANY TRANSPORTATION PROVIDED BY THE CLUB IS UNDERTAKEN AT THE SOLE RISK OF THE USER. The Member further agrees that neither the Club nor Owner is liable for any loss, injuries or damages to any Member or other person, or to property of any member or other person. The Member agrees that as consideration for the provision of the Club privileges and amenities to Member and Member's spouse, children, designees, or guests, Member agrees that Owner and its affiliates, officers, directors, shareholders, agents and employees shall not be subject to any claim, cause of action, demand, injury, or damage whatsoever, including, without any limitation, those claims or damages resulting from acts or omissions of active or passive negligence on the part of Owner, its affiliates, directors, shareholders, officers, agents, or employees. The Member, for himself or herself and on behalf of his other executors, administrators, heirs, assigns, and successors, does hereby expressly forever release and discharge Owner, its affiliates, directors, shareholders, officers, employees, agents, assigns and successors from all such claims, demands, injuries, damages, actions, or causes of action whether arising now or in the future.

18.2.9. Due to the number of guests and other persons having access to the Club, it is impossible to guarantee the security of personal property. Each Member and each person using the facilities, equipment, and amenities of the Club or Resort is required to take precautions against theft and not to encourage theft by failing to properly secure all articles of personal property. **IN CONSIDERATION OF THE MEMBERSHIP PRIVILEGES, THE MEMBER AGREES THAT NEITHER THE CLUB NOR OWNER IS RESPONSIBLE OR LIABLE**

TO MEMBERS OR OTHER PERSONS FOR ARTICLES DAMAGED, LOST, OR STOLEN IN OR ABOUT THE CLUB OR CLUB FACILITIES OR LEFT IN LOCKERS, OR FOR LOSS OR DAMAGE TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, AUTOMOBILES AND THE CONTENTS THEREOF. Any storage facilities or lockers provided to Members are offered as a convenience to them, and Owner does not guarantee the integrity of any security system.

- 18.2.10.** Subject to applicable restrictions established by law on use, Owner reserves the right, in its sole and absolute discretion, to terminate memberships in the Club; to discontinue or modify operation of any or all of the Club facilities; to sell or otherwise dispose of the Club facilities; and to make any other changes in the terms and conditions of membership or the Club facilities available for use by Members.
- 18.2.11.** Parking in areas designed for valet parking is prohibited. Anyone doing so may have their vehicle towed at their own expense.

18.3. *Alcoholic Beverages*

- 18.3.1.** Members and their guests are not permitted to bring alcoholic beverages into the Club facilities from any source outside the Club. This includes all recreational amenities including golf courses, tennis courts, pickleball courts, croquet fields, lawn bowling areas, fitness center, Lake Pinehurst, Carolina Hotel Pool and Member Pool Complex.
- 18.3.2.** There is an exception of the above rule for Members who are participants in the Wine Society program and follow the guidelines set out for bringing wine into the Club.
- 18.3.3.** Members and guests are responsible for the compliance with all applicable liquor law regulations of North Carolina.
- 18.3.4.** Owner reserves the right to refuse service of alcoholic beverages to any person it may believe is intoxicated, impaired, acting inappropriately, or in circumstances Owner believes may present a danger to such person or others.
- 18.3.5.** It is the Club's policy that all employees be trained to detect evidence of intoxication in Members or guests and to refrain from serving intoxicated persons. Club employees may, at their discretion, refuse to serve alcoholic beverages to any person who appears to be intoxicated or on the verge of becoming intoxicated. Members or guests shall not reprimand or abuse staff under circumstances in which they have exercised their judgment to stop a Member or guest from further consuming alcohol.

18.4. *Gambling*

- 18.4.1.** Gambling is not permitted. This rule shall not apply to games of chance sanctioned by the laws of North Carolina.

**Memberships active as of October 14, 1980, are subject to the provision of the Final Consent Judgment in Bickett, et al vs. McLean Securities, et al (80-CvS-36) Superior Court, North Carolina, December 19, 1980, and subsequent applicable court rulings (“FCJ”), shall continue, subject to the terms granted in the FCJ. These existing memberships shall continue to enjoy the privileges as provided for in the FCJ. The FCJ rights and obligations are nontransferable. In the event of any inconsistency between the terms of these Rules and Regulations and the FCJ, the terms of the FCJ shall govern.