



TALISKER CLUB
DEER VALLEY*

TALISKER CLUB RULES AND REGULATIONS

Dated: October 21, 2005

INTRODUCTION

The following Rules and Regulations (the “**Rules**”) of the Talisker Club (the “**Club**”) are established by Talisker (the “**Company**”) to protect the Club facilities and promote the health, safety, welfare and enjoyment of the members, their immediate family (“**Family**”), their guests and all other persons using the Club facilities. The Club is committed to establishing an enjoyable, respectful club environment for the entire membership and anticipates that all members, their family and guests will conduct themselves in a manner consistent with good judgment and with full regard for the rights and enjoyment of others. These Rules, along with the Membership Plan, the Turnover Agreement and the Membership Application (the “**Club Documents**”) are subject to change, modification and amendment, in whole or in part, at any time, and from time to time, in the sole and absolute discretion of the Club. These Rules supersede and amend in their entirety any and all prior Club Rules of any nature or type whatsoever.

GENERAL CLUB RULES AND REGULATIONS

General Club Rules

1. Members, their family and guests will abide by the Rules and Regulations of the Club as they may be amended or modified by the Company from time to time. The management personnel of the Club will have full authority to enforce the Rules and Regulations of the Club and to report any violations or infractions to the Company.
2. Members, their family and guests are not permitted to abuse or reprimand any Club employee, verbally or otherwise, and may not ask an employee to leave the Club premises for any purpose whatsoever. All complaints, criticisms or suggestions of any kind relating to employee conduct and/or service or any operations of the Club must be in writing, signed and submitted to the management personnel of the Club.
3. The Club facilities are available to the Members, their family and guests and such Club facilities will be open on the days and during the hours as established by the Club. The Club reserves the right to close all or portions of the Club facilities for scheduled maintenance and repairs or to hold golf tournaments and/or promotional events per the Membership Plan.
4. In order to safeguard against unauthorized charges, members and their family must provide a signature and membership number when charging to a Club account.
5. Alcoholic beverages will not be served or sold, or permitted to be consumed, at the Club in any manner prohibited by the laws of the State of Utah. The Club reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated.

6. Performances by entertainers at the Club facilities will be permitted only for scheduled Club events or when authorization has been granted for private functions in advance by the Club.
7. Members, their family and guests are not permitted to enter the kitchens, bars or other service areas of the Club facilities at any time, or to request special personal services from employees of the Club or personal use of Club furnishings or equipment not ordinarily available for use by all members.
8. The Club roster of members may not be used for solicitation, commercial purposes or distribution outside of the Club membership, except by the Company. Petitions or commercial advertisements may not be originated, solicited, circulated or posted on Club property at any time, except by the Company.
9. Cellular telephone use is not permitted in any indoor area or dining facilities of the Club, with the exception of the golf and fitness locker rooms.
10. Firearms and other weapons of any kind are not permitted on Club property at any time, with the exception of law enforcement officers and Club security personnel.
11. Members, their family and guests are not permitted to take any articles belonging to the Club from Club property including, without limitation, towels and robes, brushes and toiletries, practice golf balls or equipment.
12. Smoking is not permitted in any indoor area or dining facilities of the Club at any time.
13. Dogs or other pets, with the exception of those assisting disabled persons, are not permitted on Club property at any time.
14. All private or group instruction given on Club property will be administered exclusively by Club professionals, trainers or other authorized personnel as arranged by the Club.

General Guest Privileges

1. It is the intention of the Club to accommodate guests without inconvenience to the Members, however, the Club reserves the right to limit the number of accompanied and/or unaccompanied guests a Member may host on any given day or over the course of a membership year and to limit the number of times a particular guest may use the Club facilities in any given membership year.
2. The Club will establish and publish annually the rates for guest use of the Club facilities which are subject to change, in the sole discretion of the Club, from time to time. Any guest fees or charges incurred, but not paid, by the guest(s) of a Member will be the responsibility of the sponsoring Member.

3. Members must provide the names of all guests to the proper Club personnel prior to the arrival of those guests on the Club premises. Club security personnel will have the authority to stop all vehicles and confirm proper identification before allowing admittance to Club property.
4. Members must accompany their guests while on Club property, except in instances of Club approved unaccompanied guest visits, Members are responsible for the conduct of their guests at all times. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory by the Club, the sponsoring Member may be asked to cause such guest(s) to leave the premises of the Club.
5. All guests must be registered by a Member and will be entitled to use the Club facilities only in accordance with the Club privileges of the sponsoring Member upon payment of the applicable guest fees. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole discretion.
6. Accompanied or unaccompanied guest privileges and guest access to certain Club facilities may be limited or restricted by the Club during peak seasonal periods of use or at certain times designated by the Club to protect the Member's use and enjoyment of the Club facilities. Notification of such limitation will be given by the Club.

Tuhaye Guest Privileges

1. Each Member with golf privileges and his or her spouse will be extended the right to sponsor guests in accordance with the Rules and Regulations of the Club and subject to the payment of guest fees established by the Club. Children of Members, under the age of 25, cannot sponsor guests.
2. Each Member and his or her spouse with golf privileges will be entitled to sponsor a maximum of three (3) accompanied guests per day to play the Signature golf course, par 3 golf course or use the practice areas, subject to availability and the payment of accompanied guest fees.
3. Each guest may play the Signature golf course, par 3 golf course or use the practice areas a maximum of five (5) times per membership year regardless of the sponsoring Member.
4. Each Membership with golf privileges will be entitled to sponsor a maximum of four (4) unaccompanied guests per day to play the Signature golf course, par 3 golf course or use the practice areas unaccompanied by the Member, subject to availability and the payment of unaccompanied guest fees. Unaccompanied guests will be permitted only when not in conflict with the enjoyment of the Club facilities by the Members as determined by the Club.

5. Each Member will be entitled to sponsor unaccompanied guests to use the dining facilities, fitness center, tennis facilities and children's center subject to the payment of unaccompanied guest fees. Persons using these facilities must be guests who are residing in the Member's property and all fees or charges incurred by these unaccompanied guests will be the responsibility of the sponsoring Member. The Club reserves the right to limit the number of unaccompanied guest visits to these facilities.

Mountain Guest Privileges

1. Each Member and his or her spouse will be extended the right to sponsor guests in accordance with the Rules and Regulations of the Club and subject to the payment of guest fees established by the Club. Children of Members, under the age of 25, cannot sponsor guests.
2. Each Member will be entitled to sponsor unaccompanied guests to use the Empire Club spa and fitness facilities only, subject to the payment of unaccompanied guest fees. Persons using these facilities must be guests who are residing in the Member's property and all fees or charges incurred by these unaccompanied guests will be the responsibility of the sponsoring Member. The Club reserves the right to limit the number of unaccompanied guest visits to these facilities.
3. In instances of rental guests residing in the Member's property, these guests will be entitled to use the Empire Club spa and fitness facilities only, subject to the payment of daily access guest fees. Rental guests are not allowed access to any other Club facility. The Club reserves the right to limit the number of rental guests allowed to use the Empire Club spa and fitness facilities, to limit the times of access for rental guests or to discontinue use of these facilities by rental guests.

General Attire

1. It is expected that Members, their family and guests will dress in a manner befitting gentlemen and ladies and compatible with the occasion, atmosphere and setting provided at the various Club facilities.
2. The dress requirements for each of the various Club facilities are described in the Club Rules and Regulations in detail. The dress requirements of the Club may be waived or modified from time to time by the Club for special events or activities, in its sole discretion.
3. It is the responsibility of Members to be knowledgeable about the dress requirements at the various Club facilities and to inform their guests of such requirements in advance. Any improperly dressed Members or guests will be asked to change prior to using the Club facilities.

Gratuities

1. For the convenience of Members and their guests, cash tipping is not permitted at the Club.
2. Certain fees from the operations of the Club will include an amount to be distributed by management to employees on a performance basis.
3. Members will have the opportunity to contribute annually to a voluntary fund that will be distributed equitably to all Club employees.

General Rules - Children

1. Members are responsible for the safety and conduct of all children under their supervision when at the Club facilities.
2. Children under twelve (12) years of age are not allowed at the Club facilities unless accompanied and supervised by an adult, except for facilities or activities specifically designated for children.
3. Children under the lawful drinking age are not permitted in any lounge or bar areas of the Club facilities serving alcohol.

Food and Beverage Rules

1. All food and beverages consumed on Club property must be furnished by the Club, food may not be brought onto Club property and outside catering is not permitted unless previously arranged by the Club.
2. Members are not permitted to set dates for group events or activities in the dining areas without prior scheduling and approval by the Club.
3. In order to maintain a quality dining experience for all Members, the Club reserves the right to allow access to non-members at some or all of the Club dining facilities at certain times, as designated by the Club.
4. For the convenience of Members, a service charge may be added to all food and beverage sales at such time and in an amount to be determined by the Club, subject to normally accepted industry standards.

Member Dues, Fees and Charges

1. The amount of dues, fees and other charges to be paid by each Member of the Club will be established by the Club annually, subject to the terms and conditions of the Membership Plan.
2. Each Member of the Club will receive a monthly statement reflecting food and beverage, merchandise and services charged to their Club account from the previous month.

3. Member dues will be billed in advance, on an annual or other interval basis, and charged to each Member's Club account. Members may choose to pay their annual dues and monthly Club account via credit card by making the appropriate arrangements with the Club. Members agree to pay directly to the Club any amounts not paid by their credit card company.
4. A Member is entitled to charging privileges at the Club so long as his or her membership account remains in good standing. Any dispute of charges should be made within thirty (30) days of the statement date reflecting such charges.
5. A Member failing to pay his or her Club account in full within thirty (30) days of the billing date, will be considered delinquent and subject to suspension of his or her Club privileges until the delinquent balance is paid in full. Any past due balance will accrue monthly interest at the maximum rate allowed by law from the statement date until paid in full and may require a reinstatement fee to reactivate the account once it has been deemed delinquent by the Club.
6. A Member whose Club account is delinquent for sixty (60) days or more will be subject to, without limitation, membership termination or legal action as deemed necessary by the Club, in its sole discretion, to effect collection of the delinquent amount. The Member will be liable for any and all legal fees and costs incurred in connection with the collection of such delinquent account(s), including any fees required in connection with appellate proceedings.

Mailing Addresses

1. Each Member will be responsible for filing with the Club in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the Member wishes all Club notices and billing statements to be sent. A Member will be deemed to have received mailings from the Club ten (10) days after they have been mailed to the address on file with the Club.
2. The Club must be notified in writing of any change of address. Failure to do so will constitute a waiver of the right to receive Club notices, bulletins and any other communications and a violation of these Rules and Regulations.

Resignation of Membership

1. A Member may resign his or her membership in the Club by delivering written notice of resignation to the Club. A Membership will be deemed to be resigned upon meeting the terms and conditions of resignation as set forth in the Membership Plan.
2. Notwithstanding any Membership resignation, the Member and his or her spouse will remain liable for any amounts due and unpaid on the member's Club account.
3. In no event will the Club discriminate against any individual because of their race, color, religion, gender, origin, age, disability or marital status.

Loss or Destruction of Property or Instances of Personal Injury

1. Each Member and their dependents as a condition of membership, and each guest as a condition of invitation to the premises of the Club, assume sole responsibility for his or her personal property. The Club will not be responsible for any loss or damage to any personal property used or stored on the premises of the Club. Any such personal property which may have been left, without payment of storage thereon, in or on the premises of the Club for six (6) months or more may be disposed of or sold by the Club, with or without notice, at a public or private sale of which the proceeds, if any, will be retained by the Club.
2. Property or furniture belonging to the Club is not to be removed from the room in which it is placed or from the premises of the Club without proper written authorization.
4. Any Member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the premises of the Club, will do so at his or her own risk. The Member and his or her family and guests will hold the Club and the Company, its affiliates, their successors and assignees and their respective directors, officers, employees, representatives and agents (collectively, the "Indemnified Parties") harmless from 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 in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member will have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.
5. Each Member of the Club will be liable for any property damage and/or personal injury caused by the Member, their family or any of their guests at the Club or at any activity or function operated, organized, arranged or sponsored by the Club.
6. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party will be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and legal fees and expenses through all appellate proceedings.

TUHAYE GOLF RULES

Golf Starting Times

1. All players must have starting times reserved through the golf pro shop and must register prior to beginning play or using the practice areas.
2. All play must begin on the first tee unless otherwise arranged by the Golf Professional staff.
3. When necessary, twosomes and singles may be grouped together at the discretion of the Golf Professional staff.
4. Any group stopping play after nine (9) holes for an extended period of time resulting in an undue delay of the following group, will lose their position on the course and must check with the golf pro shop to resume.
5. All tournament or group play must be approved and scheduled in advance by the Club.
6. The hours of operation for the golf pro shop, Signature golf course, par 3 golf course and practice areas will be published by the Club.

Golf Course Rules

1. The Rules of Golf together with the Rules of Etiquette as adopted by the United States Golf Association will be the rules of the Club, except when amended by any local rules established by the Club or any of the rules herein.
2. No practice is allowed on the Signature golf course or par 3 golf course. Practice is restricted to the designated practice areas.
3. A brisk pace of play is expected from all players to insure an enjoyable experience for the entire membership. A foursome playing an eighteen (18) hole round in four and a half (4.5) hours would be considered an appropriate pace of play.
4. If a group is unable to maintain their position on the golf course and is restricting play behind them, they will be obligated to allow the following group(s) to play through at the earliest opportunity. When necessary, a member of the golf staff may be placed on the golf course to regulate the speed of play and enforce the golf course rules.
5. Foursomes will have standing on the golf course at all times. Twosomes and singles should not expect to automatically play through foursomes during busy periods and should not exert undo pressure on foursomes ahead of them.

6. On a limited basis, the Head Golf Professional reserves the right to allow fivesomes to play the golf course, when not in conflict with normal Member play, and to divide the group if they are unable to maintain their position on the golf course.
7. The Club may close the Signature golf course, par 3 golf course and/or practice areas during adverse weather conditions, for major repairs or in other instances where the golf courses or practice areas could be damaged by play or practice.
8. All players are expected to maintain or improve the condition of the golf course as a result of their round by avoiding wet areas with golf carts, raking bunkers after use, filling divots with seed mix and repairing ball marks on the putting greens.
9. Walking may be permitted at such times and under such terms and conditions as determined by the Club.
10. Each player must have his or her own set of golf clubs, unless renting a set from the Club, in order to use the Signature golf course, par 3 golf course or practice areas.
11. Use of cellular telephones on the golf course will be permitted only upon the agreement of the members of each foursome.
12. Private beverage coolers and alcohol of any kind cannot be brought onto Club property at any time.
13. Bicycling, jogging, hiking and recreational walking are restricted to the designated community trails and not permitted on the golf course or cart paths at any time. Fishing in the golf course lakes is restricted to such areas and on such terms and conditions as determined by the Club.

Golf Attire

1. Acceptable attire for men on the Signature golf course, par 3 golf course or practice areas will include shirts with regular or mock collars and sleeves, shorts no more than three (3) inches above the knee and slacks.
2. ***Unacceptable*** attire for men on the Signature golf course, par 3 golf course or practice areas will include, without limitation, tank tops, t-shirts, sweatpants, warm-ups, bathing suits, fitness or tennis shorts and jeans or jean shorts of any color.
3. Acceptable attire for women on the Signature golf course, par 3 golf course or practice areas will include shirts with regular or mock collars, blouses, skirts or shorts no more than three (3) inches above the knee and slacks.
4. ***Unacceptable*** attire for women on the Signature golf course, par 3 golf course or practice areas will include, without limitation, halter tops, t-shirts, sweatpants, warm-ups, bathing suits, tennis dresses or shorts, fitness shorts and jeans or jean shorts of any color.

5. Any shoes worn on the Signature golf course, par 3 golf course or practice areas must be spikeless or have some type of soft spikes. Shoes with metal or ceramic spikes are not permitted anywhere on Club property.
6. Members are responsible for informing their guests of the proper golf attire in advance of play. Improperly dressed golfers will be asked to change before using the Signature golf course, par 3 golf course or practice areas.

Practice Area Rules

1. Practice golf balls are the sole property of the Club and are for use on the practice areas only, use of practice golf balls on the golf course is not permitted.
2. To maintain ideal turf conditions, practice golf balls must be hit only from designated areas. Hitting from rough or sides of practice tee boxes is not permitted.
3. Use of private practice golf balls or golf ball shaggers is not permitted.
4. Proper golf attire is required at all times while using the practice areas.
5. Golf carts are not permitted to park on any turf around the practice areas and must be parked in the designated parking areas.

Golf Cart Rules

1. Use of golf carts is normally optional when playing the golf course as players may choose to walk and carry their clubs. However, the Club reserves the right to make the use of golf carts mandatory at such times and under such terms and conditions as deemed necessary.
2. A caddie and/or forecaddie program may be established subject to the availability of qualified employees and the use of the program by the Members of the Club.
3. Golf carts may only be used on the golf course when it is open for play and subject to strict adherence to directional signs posted on the course.
4. Use of golf carts on Club property by a member or guest is not permitted without proper assignment and registration in the golf pro shop.
5. Each operator of a golf cart on Club property must be at least sixteen (16) years of age and have a valid automobile driver's license.
6. Golf carts are not to be driven off of the Club grounds or to the surrounding residences at any time.
7. A maximum of two (2) occupants and two (2) sets of golf clubs are permitted per golf cart.

8. A ninety degree (90*) rule must be used with golf carts when entering the golf course from the cart paths. Golf carts are not permitted to enter any hazards or the native areas of the golf course at any time.
9. Golf carts are restricted to the cart paths on all par three holes, in designated curbed areas and around all tee boxes and greens.
10. When conditions warrant, the Golf Professional staff will have the authority to restrict golf carts to the cart paths only.
11. Private golf carts or pull carts of any kind are not permitted.
12. The cost of repair to a damaged golf cart will be charged to the member responsible or, in the case of damage by a guest, to the sponsoring member. Members will reimburse the Company, its successors and assignees and/or any operator of the Club for any and all damages sustained from the misuse of a golf cart.
13. Each person operating a golf cart accepts and assumes all responsibility for liability connected with the golf cart operation and expressly indemnifies and agrees to hold harmless the Company, its affiliates, their successors and assignees and their respective directors, officers, employees, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the person's use and operation of the golf cart.

Golf Rules - Children

1. Children under sixteen (16) years of age are not permitted on the Signature golf course, par 3 golf course or practice areas without a member unless they have demonstrated to the Golf Professional staff an understanding and respect for the rules and etiquette of the game and an ability to conduct themselves properly on the golf course.
2. The Club reserves the right to restrict children of any age from using the Signature golf course, par 3 golf course or practice areas without a member during certain designated days and time periods as determined by the Club.

Handicap Procedures

1. To establish a handicap, a member must turn in a minimum of five (5) full round scores and pay an annual handicap maintenance fee.
2. Handicaps are computed under the supervision of the Golf Professional staff in accordance with the current USGA Handicap Guidelines.
3. All members and guests with USGA approved handicaps may participate in Club tournaments, subject to review by the Golf Professional staff.
4. Members are responsible for accurately reporting their scores to the golf pro shop for posting by the Golf Professional staff.