Country Club of Lexington

MISSION STATEMENT

"The Country Club of Lexington is a family-oriented social and recreational organization, proud of its history, reverent of its legacy, whose purpose is to create a sense of community among its members in a relaxed environment while providing the quality of services and facilities desired in a fiscally responsible manner."

CCL By-Laws & Club Policies Manual

Updated May 18, 2021

(Revisions made after this date may not be reflected in this manual.)

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Please note that the Country Club of Lexington's Board of Directors has the authority to create and make changes to the club's policies and procedures, and that updates may not yet be included in this manual.

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BY LAWS

ARTICLE I – NAME

The name of the corporation, unless and until changed by amendment, shall be The Country Club of Lexington.

ARTICLE II – PURPOSE

The purpose of this organization, hereinafter the "Club", shall be to maintain and operate, on a non-profit basis and to the mutual advantage of all its members, certain recreational and athletic facilities. Such facilities shall include a golf course, clubhouse, snack bar, swimming pool, tennis, and other facilities for the convenience and enjoyment of the members, their families and their guests, as authorized by the Board of Directors.

ARTICLE III – FISCAL YEAR

The fiscal year of this Club shall commence on the first day of October of each calendar year and shall end at midnight on the last day of September in the next calendar year.

ARTICLE IV – GOVERNMENT

A Board of Directors, comprised of responsible members duly elected by their peers, shall establish the guiding policies of the club, subject to change from time to time, but all of which shall be in accordance with the established objectives and trusteeship to the club membership. The Board will employ a General Manager to manage the day-to-day operations of the club. The General Manager shall be accountable to the board for carrying out the policies established by the board and for seeing that all policies are understood and accepted by all personnel and all others affected. The policies of the Board can be amended and/or adopted by the board acting collectively by majority vote at any meeting of the Board.

ARTICLE V – BOARD OF DIRECTORS

Section 1 – Governing Authority

The Board of Directors shall be empowered to operate the Club, and shall have the right to borrow such money as it shall see fit to borrow, with the right to execute notes and mortgages over Club property. It shall further have the right to enter into any and all contracts on behalf of the Club including the purchasing of property, sale of property, executing of leases, contracts, and any and all other business as shall be necessary for the operation of the Club. The Board of Directors shall exercise final authority in the operation of all Club facilities, and in the employment, salary determination, and termination of all employees. The Board of Directors shall have full authority to act on behalf of the Club in all matters above enumerated and other matters that may come before it, without the necessity of calling a meeting of the members of the Club, with the exception that new debt exceeding $400,000 in any one year shall require approval of a majority of members at a duly called meeting of the membership. The Board of Directors shall establish a budget for each fiscal year and present it to the membership at the Annual meeting.

Section 2 – Number; Election

The Board of Directors shall consist of nine (9) active members elected for three (3) year terms. Three (3) Directors shall be elected annually from the membership, by the members certified at the regular annual meeting for the membership. To insure continuity, three (3) directors are to be elected each year. A Nominating Committee will be appointed by the President with the approval of the Board of Directors. This committee shall consist of seven (7) members. No more than three (3) Board members may serve on the committee with the balance of the committee appointed from the general membership. The Nominating Committee will solicit, screen and provide the Board of Directors with no more than two (2) names for each vacancy. The Board of Directors will review the recommendations of the committee and submit a slate of no more than two (2) candidates for each vacant position

to the membership with no further recommendation. Certified members present at the Annual meeting of the membership may nominate additional candidates. The three (3) candidates receiving the largest number of votes shall be elected. Elected Board members shall serve for three (3) years or until a successor is qualified and elected. (Revised 11/05)

Section 3- Eligibility

A nominee for director must have been an active member in good standing for a minimum of the previous three fiscal years. A member in good standing is current with club obligations and not on probation or suspension. No nominee for Director may be a full-time employee of the Country Club of Lexington: nor shall a nominee have a close relative (parent, spouse, child, son–in–law, daughter- in- law or grandchild) employed full time by this corporation.

Section 4 – Tenure

A Director may not be elected to more than two consecutive terms in office. After three full years as a non-Director, the member may seek re-nomination to the slate of candidates for the Board. (Revised 11/05)

Section 5 – Vacancies *(amended 2019Jan08)*

Should any vacancy occur on the Board of Directors, the vacancy will be filled in the following manner:

a. If vacancy occurs within 180 days of the previous vote, a special meeting of members will be called by the Board of Directors to vote for a new member to fill the vacancy. The newly elected Board Member shall serve the remaining term of the vacant seat.
b. If vacancy occurs 181 days or more from the previous vote, the seat will remain vacant until the next annual meeting. The newly elected Board Member shall serve the remaining term of the vacant seat. The ballot should state four members to be elected. The member that receives the fourth most votes, will fill the previous vacant seat.
c. If more than two vacancies occur at any given time, the Board of Directors shall call a special meeting of the Membership to fill all vacant seats within 60 days.

Section 6 – Dues

The Board of Directors shall, from time to time, establish the dues to be paid by the members. In addition to dues, the Board of Directors may assess the members amounts deemed necessary by the Board.

Section 7 – Discipline of Members

The Board of Directors, in its absolute discretion, may summarily expel, fine, or otherwise limit the use of the facilities of the Club to any member who shall neglect to promptly discharge any indebtedness or obligation imposed upon him (including his family and guest), by these By-Laws. The Board of Directors may similarly discipline any member upon a finding that other good cause exists therefore, but no such finding shall be made until the member has been informed of the substance of the charge in writing not less than fifteen days prior to the expulsion, suspension or termination and given an opportunity to be heard orally or in writing not less than five days before the effective date of the expulsion, suspension, or termination by a person or persons authorized to decide that the proposed expulsion, termination or suspension not take place. (Revised 10/05)

Section 8 – Board Meetings *(amended 2019Jan08)*

Regular meetings shall be held no less frequently than quarterly, at such times and places, as the Board shall determine. Special meetings may be called at any time by the President or by three or more members of the Board by providing due notice of the time, place and purpose of the meeting, to each member of the Board at least three (3) days prior to the meeting. A majority of members of the Board of Directors shall be necessary at any meeting

for a quorum for the transaction of business. The Board may be polled by email or phone, between regular meetings, regarding new membership applications or change of status of a current membership.

ARTICLE VI – OFFICERS

Section 1 – Titles; Election

At a special called meeting following the annual membership meeting, the Board of Directors shall elect from their number, a President, a Vice-President, and a Treasurer of the Board of Directors. The nominee for a president and vice-president must have been a member of the Board for at least one preceding year.

Section 2 - Terms

Each officer shall be elected for a term expiring with the next succeeding annual meeting of the membership of the Board or the election and qualification of his successor. The President shall be eligible to succeed his or herself once, but shall not be eligible for more than two (2) terms during any six-year period.

Section 3 – Compensation

Generally, neither the President, the Vice-President, the Treasurer nor any member of the Board of Directors shall receive any compensation for their services except for specific, special services rendered, when approved by a majority of the Board of Directors.

Section 4 – The President

The President shall preside at all meeting of the Board of Directors and of the members of the Club. He shall see that all by-laws, rules, regulations and contracts of the Club are enforced. The President shall appoint committee Chairman and members of all standing and special committees. The appointments are subject to the approval of the Board of Directors.

Section 5 – The Vice-President

In the absence or disability of the President, the Vice-President shall perform the duties of the President. If the office of the President should become vacant, the Vice-President shall discharge the duties of the office until the vacancy shall have been otherwise properly filled by an election by the Board of Directors.

Section 6 – The Treasurer

The Treasurer shall have general charge of financial affairs of the club, subject to supervision and control of the Board of Directors. He supervises collection of all dues, fees and other accounts and monitors payment of all bills. He reports to the membership on behalf of the Board of Directors at the Annual meeting.

Section 7 – Reassignment of Duties

Notwithstanding anything herein contained to the contrary, the Board of Directors from time to time, may authorize and direct any officers to assume and discharge any responsibility, though such responsibility be that of some other officer. The Board of Directors may delegate such other duties and authorize each and every officer to do such other things as it, in its discretion, may determine necessary.

Section 8 – Resignation/Termination *(amended 2019Jan08)*

Resignation:
A Director may resign his office at any time without penalty. However, he shall submit his reasons for resignation in his official letter of resignation to the President of the Board of Directors, its presiding officer, or to the Board of Directors. A resignation is effective when the notice is submitted.

Termination:

A Director may be terminated for cause or for conduct not in the best interest of the Club or for failure, refusal or inability to perform official duties by two thirds (2/3) of all members of the Board of Directors. Two consecutive absences at regularly scheduled meetings of the Board without sufficient and acceptable reason shall place the name of the absentee before the Board of Directors for removal and replacement. Three absences of regularly scheduled meetings during any one fiscal year without acceptable justification shall automatically terminate the Director. Any director may present charges against an officer or director by filing them in writing with the Vice President of the club. The Board on its own volition may initiate investigation of possible misconduct. Such removal shall be voted on at the next regular or special meeting of the directors. An officer or director, against whom such charges have been presented, shall be informed in writing of such charges fifteen (15) days prior to the meeting and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses and the person or persons presenting such charges against him shall have the same opportunity. A vacancy in an office thus created shall be filled for the remainder of the term according to Article 5, Section 5. (Revised 11/05)

ARTICLE VII – COMMITTEES

Section 1 – Standing Committees; Appointments

Following each annual meeting of the membership, the President shall appoint members of all committees with the approval of the Board of Directors. Each Standing Committee shall consist of two Board members. Committee Chairmen shall be a member of the Board, but at least 50% of the remaining committee members are to be chosen from the membership at large. Each member of each committee shall serve at the pleasure of the Board, and the Board, from time to time, may reconstitute or enlarge any committee or replace any member thereof. Unless sooner relieved of his duties, the term of office of each member of each committee shall expire at the annual meeting of the Board next succeeding his appointment, but such member shall be eligible for appointment, at such meeting, to the same or any other committee. (Revised 11/05)

Section 2 – Actions and Reports of Standing Committees

Each standing committee may act by a majority of its members in meeting, or without meeting and minutes of its proceedings must be kept. It shall report to the Board of Directors at each meeting as to the matters with which it shall have responsibility. Each standing committee shall function subject to the direction and approval of its acts by the Board, and the Board of Directors has the right to approve or disapprove of any action. (Revised 11/05)

Section 3 – Contracts, Obligations and Expenditures

No standing committee shall have power to enter into a contract on behalf of the Club, obligate the Club for the payment of money, or expend money of the Club except within the limits of a previous authorization or appropriation by the Board.

Section 4 – Standing Committees

MEMBERSHIP *(amended 2019Jan08)*; Members, Newsletter and Website

FACILITIES: Golf Maintenance, Club Building Maintenance, Tennis and Pool Maintenance, Grounds Maintenance and Long Range Planning

OPERATION: Golf operations (golf shop, tournaments and junior activities), Pool and Tennis operations and Food and Beverage operations, Social Events

FINANCE: Monthly and annual financial reports. The Finance Committee shall be chaired by the Treasurer of the Board of Directors and will review the financial statements with the General Manager every month.

PERSONNEL, POLICY and BY-LAWS: Personnel, Bylaw and Procedure Policies (Revised 11/05)

Section 5 – Additional Duties

Each Standing Committee shall do and perform such other duties and shall have and exercise such other authority as may, from time to time, be delegated to it by the Board of Directors.

Section 6 – Special Committees

The President or the Board of Directors, from time to time, may constitute and appoint such special committees, as they may deem desirable

ARTICLE VIII – FISCAL POLICIES

All funds of the Club shall be promptly deposited in such accounts and in such banks as shall have been properly designated by the Board of Directors as approved depositories. Funds shall be withdrawn from any such account only upon the signature or signatures of such officers or other agents as, by virtue of their office, or by other special designation of the Board of Directors may, from time to time, require one or more signatures to each check. No signature authorization card shall be filed with any bank or depository, or permitted to remain on file with any bank or depository, except in compliance with authorization of the Board of Directors.

Section 1 – Capital Reserve Fund

The Club will maintain a capital reserve fund separate from operating funds and all initiation fees received will be deposited into this account along with any other funds directed by the Board. The capital reserve fund is to be used exclusively for capital expenditures as approved by the Board. This fund must be held in an interest bearing account and cannot be commingled with other Club assets. The Board may approve borrowing money from this account to cover an operation shortfall but must be replaced when funds are available. The approval to borrow money from this account must be by 75% of the Board. (Revised 11/05)

ARTICLE IX – USE OF FACILITIES

Section 1 – Members

Members of the Club in Good standing, and their families, shall have the right to use all the Club facilities, subject to the regulations established by the Board of Directors.

Section 2 – Guests

a. Non-member use of the Club Facilities shall normally be limited to the invited guests of members in good standing.
b. Host members shall be accountable for the propriety of their guests while on Club premises.

ARTICLE X – MEMBERSHIP

Section 1 – Classes

All current full time members'; full, senior, and junior categories, shall be of a single class: active. The Board may, on an annual review create non- voting membership categories.

Section 2 – Active Member

Any active member is an adult male or female whose membership application with appropriate fee has been duly accepted by the Board of Directors.

Section 3 – Included Persons

Club privileges shall extend to husband, wife, unmarried sons and daughters less than Twenty-one (21)* years of age and residing at home, or to age Twenty-five (25) if attending school or college full time. Each certified membership is entitled to a single vote at annual meeting of the memberships of members.

Section 4 – Method of Election *(amended 2019Jan08)*

A candidate for membership must be proposed by two members who shall submit the completed application of the candidate to the Membership Committee or the Corporate Secretary for consideration. A majority vote of the Board of Directors is required to elect applicants recommended by the Membership Committee.

Section 5 – Financial Obligations

Each member shall be responsible for the performance and prompt discharge of all obligations and indebtedness to the Club imposed upon, or incurred by, the member, members of his family and his guests.

Section 6 – Delinquent Accounts *(amended 2019Jan08)*

Accounts of all members are payable in full by the 15th of each month. If account is not current after sixty (60) days, the member will be considered delinquent and will be charged a late fee, equaling 10% of the outstanding balance. Membership privileges will also be frozen until current, or terminated for non-payment as described below in Section 8 and 9.

Section 7 – Notice *(amended 2019Jan08)*

Upon expiration of the sixty (60) day period, a notice shall be rendered to the address last furnished by the member, and the members' name may be posted at the Club as being delinquent.

Section 8 – Forfeiture

If payment is not received within thirty (30) days after posting, it shall be assumed that the member has resigned from the Club. Reinstatement in these cases will be made only after full consideration by the Board of Directors and payment of a reinstatement fee, plus all dues and late charges payable to the date as of the Board of Directors meeting considering reinstatement.

Section 9 – Termination of Membership *(amended 2019Jan08)*

Termination of active membership may be elective or involuntary. Elective termination is initiated by the member. Involuntary termination with cause is initiated by the Board of Directors. Involuntary termination without cause is initiated by the Membership.

Section 9a – Resignation

Any member in good standing (dues or other charges paid to date), may resign from the Club, but such resignation must be made in writing and filed with the club office. Upon the acceptance of the resignation by the Board of Directors, all the member's rights, interests, and privileges in the Club or its property shall cease and terminate.

Section 9b – Termination for Cause

Any membership may be terminated by the Board of Directors for concrete cause. Such terminations shall require a three-forth (75%) majority votes of the full Board of Directors. Examples of omission/commission justifying this administrative action by the Board include, but are not limited to chronic unsociability, deliberate discord, disregard for rules, regulations and mores, financial irresponsibility, impropriety, malfeasance, malicious mischief. The membership will be given a fifteen day written notice and will have an opportunity to appear before the Board of Directors. A membership terminated for cause shall apply to all persons entitled to Club privileges under that membership.

Section 9c – Termination without Cause *(added 2019Jan08)*

Termination without cause must be initiated by the Membership. To initiate an involuntary termination of a member without cause, a petition signed by a minimum of 51% of voting members must be turned into the Corporate Secretary. Petition must include signature, printed name, and member number of signee. Upon verification of signatures, by the Corporate Secretary, the membership will be terminated. If a member is involuntary terminated without cause by the Membership, the affected member will be entitled to monies equal to the then-current initiation fee of their respective category (excluding promotional amounts.)

Section 9d – Inactive *(amended 2019Jan08)*

A member may request, in writing to the Board of Directors, to place his membership in inactive status. Acceptable conditions could be: relocation, financial hardship, family medical conditions or other such situations as deemed appropriate by the Board. The Board will review each application, for inactive status, on an individual basis.

Section 10 – Employees

No member shall reprove or reprimand any employee of the Club or send any employee from the premises of the Club. Complaints, criticisms and suggestions will be received by the appropriate committee, or, the Board of Directors.

ARTICLE XI – MEETING OF MEMBERS

Section 1 – Annual meeting

The annual meeting of the members shall be held the second Tuesday in January as long as the fiscal year ends on September 30 and at such time and place as shall be specified in the notice thereof. Not less than ten (10) days prior to the meeting, notice of the meeting shall be mailed, postage prepaid, by first class or registered mail to each member at his address as its appears upon the records of the Club. Approximately one-third of the Directors for the succeeding three (3) years are elected by secret ballot. The Treasurer shall give complete and accurate reports of club finances. The Board of Directors will present a budget for the next year and matters requiring action by the membership will be discussed/balloted upon during this annual meeting of the membership. (Revised 01/09/12)

Section 2 – Hazardous Conditions

In the event of hazardous conditions, or any unforeseen emergency/catastrophe, deemed dangerous to members and staff by the Club President and General Manager, an alternate annual meeting day will be the next Tuesday that weather permits. Notification will be via message on the club phone and club website, and any available local media source(s). (Added 01/09/12)

Section 3 – Special Meetings

Special meetings of the members, upon like notice as provided in Section 1 hereof, may be called from time to time by the President and/or the Board of Directors. The purpose of every such special meeting shall be stated in the notice thereof.

Section 4 – Certification of Voting Members *(amended 2019Jan08)*

Prior to the presentation of any issue to the membership for ballot, a certification of eligible voters shall be conducted by the Corporate Secretary or the Nominating Committee appointed for that purpose by the President. Within the limitation of one vote per membership, the Corporate Secretary or Nominating Committee shall certify one member to cast the single vote of that membership. An absentee ballot will be available for a member to vote thirty (30) days prior to the annual meeting. The ballot must be completed in the designated area in the clubhouse prior to the annual meeting, certified and entered into the ballot box. Those members attending the annual meeting

will be certified and handed a ballot upon entering the annual meeting. Completed ballots will be placed in a ballot box when the president calls for a vote at the annual meeting. Only certified voters shall be eligible and entitled to vote on any issue. Vote by proxy shall not be permitted: only the ballots of certified members present at the annual meeting and certified absentee ballots shall be counted.

Section 5 – Quorum

All members are encouraged to attend and participate in all meetings of the membership; however, 10% of the paid-up membership eligible to vote shall constitute a quorum for any annual or special meeting. Members whose name is posted on the delinquent list at the time of the meeting may not vote.

Section 6 – Reports

At each annual meeting of the membership, the Finance Committee Chairman shall submit a complete and accurate statement of the finances of the Club and the President shall report such other matters as properly should come to the attention of membership.

ARTICLE XII – DISSOLUTION

Should this corporation be dissolved, the distribution of the assets of the corporation shall be as provided by law.

ARTICLE XIII – AMENDMENTS

These By-Laws may be amended only by a majority vote of the quorum of the members present at a regular or special meeting of the corporation, provided notice of the purpose of proposed amendment has been stated in the call for the meeting. (Revised 11/05)

COMMITTEE RESPONSIBILITIES

FINANCE

The committee shall have general supervision over the finances of the club. It shall cause an examination to be made annually by a certified Public Accountant of the books and records of the club, and shall make such recommendations to the Board of Directors, and to the membership respecting the finances of the Club as it shall deem to be necessary or appropriate. The finance committee shall prepare a recommended budget to the Board of Directors each year at or prior to end of the fiscal year.

PERSONNEL, POLICY AND BY-LAWS

The personnel committee will be responsible for making recommendations to the Board of Directors for the employee needs of the club, including compensation, benefits, and other employee related programs. The committee shall ensure that an annual performance review is completed for professional employees of the club. This committee shall be responsible for recommending any proposed by-law changes in the Policy and Procedures Manual for consideration by the full board.

MEMBERSHIP

The membership Committee shall be responsible for investigating and acting upon all applications for the membership in the Club. A simple majority affirmative vote of all members of the membership committee shall be necessary for an applicant to be recommended to the Board of Directors for admission as a Club Member.

FACILITIES

Responsibilities include Golf Maintenance, Club maintenance, Tennis and Pool maintenance, Grounds Maintenance and Long range planning.

The facilities committee shall see to the maintenance and repair of all facilities of the club. It shall promulgate such rules and regulations as may be required for the maintenance of good order within the clubhouse and shall see that the members, their families and guest conduct themselves with good taste. The committee shall also be responsible for the beautification plan, procurement, planning cultivation and routine maintenance of all shrubbery, plants, flowers and grass adjacent to the clubhouse and extending to the parking lot.

OPERATIONS

Responsibilities include Golf operations (golf shop, tournaments and junior activities) pool and tennis operations and food and beverage operations and social events.

The operations committee shall have general supervision over the operations of the golf course, pool, tennis and food and beverage and the clubhouse and the services rendered therein. Rules and regulations as deemed necessary to maintain order and safety are of primary importance. Operations committee shall, in cooperation with the professional staff, determine and implement all tournaments held for the enjoyment and competition of the club membership. Such tournaments should include, but not limited to Club Championship, Member-member and Member Guest. The juniors shall be encouraged, with direction of the club professionals, and a golf nurturing program coordinated and open to all juniors.

The operations committee shall be responsible for all and any functions of entertainment, any such special activities that are performed or held on the premises of the Club. The committee shall also be responsible for seeing that all areas of the social activities function properly and to the satisfaction of the Board of Directors.

AD HOC COMMITTEES

NOMINATING COMMITTEE

At the regularly scheduled board meeting immediately preceding the annual meeting, members eligible to vote, the president, with the advice and consent of the Board of Directors, shall appoint a committee that will consist of not less than three (3) persons. It shall be the function of this committee to nominate candidates for the offices of president, vice president, and treasurer of the Board of Directors, and to nominate the candidate for the appointed member of the Board.

STRATEGIC PLANNING COMMITTEE

The Strategic Planning Committee shall consist of (12) twelve or more members. The president shall appoint the members of this committee. It shall be the function of this committee to continually monitor and plan for the long-range well-being of the club and perform other tasks and activities as may be assigned it by the Board of Directors. The chairman of this committee shall make a report to the Board of Directors at least semi-annually.

GENERAL POLICES

The following policy is adopted to delegate to the General Manager (GM) responsibilities that are currently assigned to the Country Club of Lexington (Club) Board (Board) in the bylaws.

Duties of the General Manager

The Board shall employ a full time General Manager (GM) to execute the policy decisions of the Board and to provide continuing professional management in the day to day activities of the Club. The GM shall retain, employ, dismiss, and determine the compensation of all employees under his supervision. All employees of the Club shall be subject to the direction and administration of the GM. Any dismissal of an employee of the Club shall be without prejudice to the contractual rights, if any, of the person dismissed. The GM shall have such other and further powers, duties and responsibilities as the Board may direct. The General Manager reports directly to the President of the Board. He or she works in tandem with the full body of the Board. The President will conduct the annual review of the General Manager.

Duties of the Board

The Board will provide overall policy guidance to the GM who is responsible for the day to day operations of the Club. The Board will not direct an employee of the Club on any matter regarding the day to day operation of the Club. The Board will review and approve all across the board salary increases for Club employees such as cost of living raise. Any member of the Board that objects to an operational decision of the GM will discuss their concerns with him/her before presenting the issue to the Board for consideration.

Service on CCL Committee recommended for CCL Board of Directors candidacy

Any club member that desires to serve on the CCL Board of Directors is recommended to have served previously on one or more CCL Committees prior to running for the board. This is not mandatory, nor will it disqualify any member to be placed on the ballot or nominated from the floor, but could be beneficial to said nominee to have had experience with club operations and making the transition from club member to member of the Board of Directors. Complete guidelines for eligibility are within the CCL By-Laws. *(revised 5/8/18)*

Poll the Board

In the event an issue with the club operation requires immediate attention of the President, or in his absence the Vice-President, may call for a poll of the Board. The person polling the Board will contact each member of the Board and present the issue as outlined by the president and record the vote. If the issue receives a majority of votes the action requested would be immediately approved and ratified at the next regularly scheduled Board meeting.

Policy consideration

Committees will develop any policy proposals in their area of interest and recommend some type of action to the Board. The GM will review any policy proposal being considered by a committee prior to consideration by the full Board.

Food, beverage and merchandise pricing

The GM is responsible for establishing all food, beverage and golf shop merchandise prices based on the cost of goods, labor cost and the market. The Board will review any price increase that exceeds 15%.

Board Member's Oath

I do solemnly swear that:

I will to the best of my abilities establish the guiding policies of the club in accordance with the established objectives and trusteeship of the club membership.

I will represent the entire membership while serving as a Board member. My decisions will be based on what is best for the entire membership.

I will work together with directors, officers, and employees of the club including management of the club. I understand that the Board's responsibility is to develop policy and the day to day operation is the responsibility of the General Manager.

To the membership I pledge a positive attitude towards my position, fellow members and our employees and to lead in creating a better member morale.

To my fellow Board members, members, our guests and employees of the Club I pledge civility, fairness, and integrity.

Before voting I promise to become fully informed on the issue and vote with the best interest of the membership in mind.

I promise to maintain the confidentiality in the proceedings of the Board outside the boardroom.

I will speak on behalf of the club only if specifically authorized to do so by the Board.

[So help me God]

Club Events

Staff will plan and conduct all events of the club. Included in these events are clinics, social events, food events, tournaments, and celebrations. From time to time staff will consult with committees regarding scheduling and costing the event.

Phone Use

"The club phones are to be used for only business of the club or for members local personal business. Any use of the clubs phones for illegal purposes is strictly prohibited and violators will be subject to Board action."

Fishing Prohibited

Fishing will not be allowed at any time on club property

Surplus Equipment

After staff declares equipment surplus it will be advertised in a trade publication for a specific time and that staff accepts the best bid. Surplus equipment will be advertised in the membership newsletter.

Membership Suspension Policy

For any actions that are deemed unbecoming a member, a suspension will be levied as defined by the Board of Directors based on the gravity of the offense.

General Club Rules

Rule No. 1 The authority of club employees while on club property will be respected. Continued disregard of this authority by any member or their family shall be reported to the Board of Directors. The Board shall then take appropriate action.

Rule No. 2 Members and their guests are expected to refrain from the use of vulgar language while on club property that could be construed as offensive to other members, guests or employees.

Rule No. 3 Rules of common courtesy should be the controlling factor in a member's conduct while participating in any activities at the Country Club of Lexington.

Rule No. 4 The door to the game room will be closed at all times.

PERSONAL GOLF CARTS POLICY

Members may drive their personal golf carts to the club (CCL) ONLY after submitting the request form, along with proof of insurance and signed Liability Waiver to, and receiving approval by, the Club's General Manager.

Personal carts must be parked in area designated for carts.

The following conditions/restrictions apply:

1. Cart(s) must be approved by CCL GM, registered with CCL and must properly display CCL registration sticker before cart allowed access to club property.
2. A maximum of three (3) carts per member may be registered
3. Cart must have a standard body style, similar to CCL's fleet, and must be made by an approved supplier.
4. NO Gas Carts allowed. Must be electrically powered.
5. Approve colors; Neutral Earth Tones (preferred), Forest Green, Black, and Blue.
6. Cart appearance must be maintained equal to or better than CCL's fleet.
7. Personalization not approved includes, but not limited to; custom paint, patterned seat covers, radios, televisions, custom beverage coolers, stickers, flags, fringed canopies, lift kits, modifications, knobby tires, etc. Acceptations must be approved by the GM.
8. Members driving personal carts must not disrupt play to access club property.
9. **The member must maintain a Golf Cart Liability policy with a minimum of $300,000CSL or $250,000/$500,000 Split Limit of liability. In addition, the member's Golf Cart policy will be required to list the Country Club of Lexington as an additional insured.**
10. Proof of the cart insurance, and a signed liability waiver, is required annually on each cart registered. These are to be submitted with the annual fee on or before the first day of January each year.
11. Any person allowed to operate the golf cart on CCL property requires a valid driver's license and must be authorized by the member on the *CCL Personal Golf Cart Use Request and Liability Release Form*.
12. The cart owner is responsible to comply with all federal, state and local laws governing the use of private carts on public streets.
13. CCL does not provide storage for personal carts.
14. Only personal carts that may be driven to and from CCL are eligible. Carts that must be transported to CCL (i.e., by trailer) are prohibited.
15. Operation of personal cart(s) on the golf course is subject to comply with all CCL cart rules and regulations, including but not limited to; restriction posting for "Carts on Path" and "90° rule", no carts on turf when frost exists, etc. Must drive on cart paths to the clubhouse to check-in.
16. Carts are required to have appropriate equipment to secure golf bag(s) during play.
17. Check in at the Golf Shop is mandatory prior to carts on course/play.

Any damage to CCL property and/or injury to any persons while on CCL property due to misused of personal cart are the financial responsibility of the cart owner. CCL, CCL Staff or CCL Board of Directors will not be held responsible for any damages to, theft, or injury caused by personal cart use while on CCL property.

In the event of a material violation of any of the above rules and regulations, the CCL GM in his/her sole discretion, may suspend or revoke any member's personal cart privileges. **Failure to adhere to club rules regarding carts may result in non-renewal of the annual prepaid Golf Cart policy. The prepaid fee and availability of this program will be reviewed annually by club leadership. Enrollment in this program does not guarantee availability for future years.**

Revised 5/8/18

SEXUAL HARASSMENT

We respect the dignity of each employee and believe that each employee should be free to develop fully his or her potential, neither hindered by artificial barriers nor aided by factors that are not related to merit. Therefore, it is our policy to maintain an environment for all of our employees free of sexual harassment as outlined in Title VII of the Civil Rights code of 1964. Sexual harassment occurs when: (1) submission to the sexual advances of a member is a term or condition of hire, continued employment, or promotion; and (2) non-submission affects the employee's or applicant's hire, continued employment, or opportunity for promotion. Sexual harassment also occurs where members make unwelcome advances, abusive physical contacts, or repeated comments or gestures of a sexual nature, which create a hostile, offensive, or intimidating working environment or which interfere with the employee's work performance.

Our policy is not intended to discourage innocent activities, such as compliments on personal appearance, which may contribute to healthy working relationships, good morale, and Club unity. At the same time, certain conduct and comments of a sexual nature that may not amount to unlawful sexual harassment are inappropriate in the Club. We expect our Club members to use good judgment at all times and avoid even the appearance of sexual impropriety in all of their relationships with employees.

Members that are guilty of sexual harassment of employees will be terminated under section 9b of the Club by-laws.

DRESS CODE

Updated August 23, 2012

Men – Golf: Golf slacks and other full-length trousers, or golf shorts that reach mid-thigh length must be worn. Cutoffs, denim (a rugged cotton twill textile, in which the weft passes under two or more warp fibers, producing the familiar diagonal ribbing identifiable on the reverse of the fabric, which distinguishes denim from cotton duck. Denim comes in an array of colors, cuts, and washes. Jeans are trousers made from denim and come in many colors, cuts, fits, washes and decorations.), running clothing, bicycling or other shorts are prohibited. Proper golf attire is required on the golf course and practice facility. All attire must be in good repair.

Women – Golf: Any clothing designed for golf is acceptable. The following is not acceptable: denim (all colors, cuts, fits, decorations or washes), cut-offs, short shorts *(shorts must reach mid-thigh or longer),* tank tops and halter-tops. All attire must be in good repair.

Clubhouse: Golf attire or better dress is encouraged at all times. Denim is allowed in the clubhouse and at all functions unless otherwise posted. Cover-ups must be worn over swimsuits. Proper Tennis attire must be worn in the clubhouse. Persons with proper attire will only be allowed in the clubhouse, not acceptable are short shorts *(shorts must reach mid-thigh or longer)*, tank tops, cut-offs, running or bicycling shorts. Any member or guest violating this policy will not be allowed to use the facilities nor be served. Members are responsible for the acceptability of their guest attire.

ALCOHOL POLICY STATEMENT

We recognize that the Club has a responsibility to provide members and their guests with an environment conducive to warm, social gatherings, recreation, and camaraderie. As the service of alcohol beverages relates to this activity, we believe our responsibility to maintain a pleasant social environment must also consider the best interest of our members and the community. To assure this responsibility is not breached, the Country Club of Lexington is committed to act responsibly in the sale of alcohol and the ongoing education of our service staff in matters relating to alcohol. Because of our commitment, we maintain that it is our right to refuse service to anyone who may jeopardize his or her safety and the safety of others as a result of alcohol consumption. While we believe that the members of the Country Club of Lexington possess a high degree of self-responsibility, we feel we must maintain this right on their behalf and the behalf of our community.

FOOD AND BEVERAGE

1. Normal Hours of Operation

    a. The Grill Room\Bar shall open at 9:00 AM Tuesday through Sunday, Monday at 11:00 AM, and will close nightly at 9:00 PM (10:00 PM DST). The Grill Room\Bar may be closed early due to lack of activity or adverse weather conditions. Bar service will be available in compliance with the laws of South Carolina.

    b. Food Service will be available 11:00 AM – 6:00 PM (7:00 PM DST) Tuesday through Sunday. The kitchen will be open on Holidays that are celebrated on Monday, but will be closed on the following Tuesday.

    c. Grill menu will be unavailable thirty (30) minutes prior to a club social or evening dinner.

    d. Special dinners will be served on selected nights from 6:00 – 8:00 PM.

    e. On Wednesdays the game room may stay open until 12 Midnight, if needed.

    f. Any adjustment of hours of operation or days may be made at the direction of the General Manager.

    g. The Grill Room may be closed at 5:00 pm for parties of 200 people or more, with board approval.

2. Alcoholic Beverage Policy

    a. Club staff shall not serve alcoholic beverages to anyone who is or appears to be intoxicated. The judgment of management concerning the state of intoxication will be final.

    b. “To Go” alcoholic beverages are not allowed.

    c. Should a member or guest appear to be intoxicated, the staff has been instructed to contact a relative or an independent taxi company and require that the individual be transported to his/her home via the relative or Taxi Company contacted. Employees will not personally transport the member or guest to his/her home. The club will pay the cost of the Taxi.

    d. It shall be the policy of the club that each member must assume the responsibility not only for himself but also for his guest. Further, each member is encouraged to comply with the spirit of this policy by assisting in its implementation insofar as his fellow members are concerned.

    e. It shall be the policy of the Club that members not reprimand or abuse staff under circumstances where the staff’s judgment indicates alcohol service to an individual should cease.

    f. Any disciplinary action growing out of the implementation of the Club’s policy on alcohol service shall be the discretion of the Board of Directors.

    g. When private parties are held at the club that has minors in attendance, the host member will insure that non-alcoholic beverage service is available. Management in regard to their transferring alcoholic beverages to a minor will enjoin adult members.

    h. Alcoholic beverages may not be brought into the Club building, onto the Golf Course, the Tennis Courts/ Facility, or insider the Swimming pool area by members or guests for the purpose of consumption. They may be brought into the Clubhouse for gifts or prizes, so long as they are not consumed on the property

3. Corkage Charges

    a. Special permission may be granted to charitable/nonprofit organizations that have alcoholic beverages **donated** for their event and that have alcoholic beverages delivered to the club for their function by a licensed wholesaler. A corkage charge of $10.00 per .175 ml bottle opened by club wait staff will be charged.

    Alt. **Corkage fee** - A group function that desires to provide alcoholic beverages for its guests will be required to pay a corkage fee based on each unit served. The Club will provide a bartender, ice and glasses for the event, set up and tear down the room and be responsible for clean up and trash removal. The Corkage fee is as follows:
    $4.50 / Quart, $9.00 /Half Gallon (provided by group), bar mixes and soda, $2.50 per person (provided by club). Beer and wine will be purchased from club.

4. Reservations

    a. Cancellation of a Special Event or Weekly Dinner: Events may be cancelled 24 hours in advance if the number of reservations does not make it cost effective to prepare the meal.

    b. Reservations are required for all evening dinners, holiday buffets and social events (unless otherwise noted). Reservations may also be made during regular grill room hours for large groups.

    c. The Club also recommends that if a member cannot keep the reservation, the club be so notified. In the event the member does not cancel the reservation that member will be billed $5 per chair reserved.

    d. Club events, dinner dances, tournaments, cookouts, Sunday buffet and all events that have a set fee with reservations required are cancelable up to 48 hours prior to the start of the event. A cancellation fee equal to 50% of the event price will be charged to members who cancel after 48 hours or who fail to show at the event.

5. Private Parties

    a. All parties must be sponsored by a member. Applicants sponsored by a member are required to pay a room rental fee. A member will not be charged a room rental fee if that member uses the room for an intermediate family party. If that member uses the room for business purpose a room rental fee will be applied. All members and guest are required to pay a setup and breakdown fee. (8/21/06)

    b. A member responsible for a private or organizational affair must advise all attendees as to proper conduct and dress code requirements both in the Clubhouse and at sports facilities.

    c. A member's private party refers to:

        (1) A party (social affair) hosted and paid for exclusively by one or more members of the Club; or

        (2) A party sponsored, but not necessarily paid for, by a member of the Club for his or her own firm. The host member must be in attendance at such a function.

        (3) Such Private parties:
            (a) Require approval of the General Manager.
            (b) May not interfere with the rights and use of the Club by its members
            (c) May not be held on the same day as a large club function

            (d) May use the lobby as a reception area only in conjunction with the use of the rental rooms if, in the General Manager's judgment, the size of the party warrants. An adequate portion of the lobby must always be set aside to permit member's ingress and egress to and from the grill and locker rooms.

    d. An "outside organization function" shall mean:

(1) An affair sponsored by a member for an affiliated association (e.g. Bar association, Medical society, etc.) for non-profit or social purpose. The member booking the function will be responsible for payment even though personal funds are not involved.

(2) An affair sponsored by a member for a charitable organization in which he or she is an active or associate member. The member must be present at the function.

(3) Such "outside organizations" parties:

(a) Require recommendation by the General Manager and approval by the Appropriate Committee.

(b) May not interfere with the rights and use of the Club by its members.

(c) May not be held on the same day as a large Club function.

(d) If the function requires the sports facilities use it will be limited to Mondays only, unless the Board of Directors approves otherwise.

(e) Require that the sponsoring member shall be responsible for all charges of the said organization and for any damages that may be caused by the guest. The member shall be held accountable for adherence to all Club Rules, including attire. Any infraction thereof by any guest shall be deemed to be an infraction by the member.

(f) Require special arrangements for parking, security, and clean up personnel at the organization expense.

(g) Require adherence to certain other provisions if the use of sports facilities is planned.

(h) Outside organization or private function in excess of 16 persons is afforded use of sports facilities no more than twice in any calendar year. Any additional use requires approval from the Appropriate Committee. Such affairs may not interfere with Club functions.

(i) The following guidelines have been prescribed by the House committee for functions requiring its approval.

(1) All meetings held in the clubhouse must be approved in advance by the General Manager or Events Coordinator.

(2) Such affairs must be submitted to the General Manager and receive his recommendation prior to approval by the Appropriate Committee.

(j) The following general rules apply to all private and Club Functions:

(1) All bills for large parties at the club shall be rendered promptly by the management and payment thereof will be required immediately after the function.

(2) A $10 per person minimum for food and beverage is required to reserve a room. If no food and beverage is purchased the rental rate established by the board will apply to each room. Associations made up entirely of club members that are recognized by the board will have charges for the use of rooms for scheduled meetings waived.

(3) To confirm a date, a required deposit of equal the room rate and an additional deposit of $1,200.00 is required for parties of 100 guests. Fifty percent (50%) of the room rate would be refundable six (6) months prior to the event date upon written letter of cancellation. No room rental refunds will be given within 179 days of the event. If the room, or rooms, is rebooked, the $1,200.00 is refundable.

(4) <u>Thirty Days Prior to the event, fifty percent (50%) of the event charges are due.</u>

(4) When parties or affairs (private or organizational) are cancelled, no penalty will be incurred if notice to cancel is given prior to official written confirmation of the booking. After that time, a penalty will be assessed, unless substitute party for that date and time can be obtained, or unless there are extenuating circumstances. The penalties will be 50% of the current deposit of the event. If bookings are made for a fixed number of guest(s) and a lesser number appear, a full charge will be assessed for each absentee unless notification is given 72 hrs in advance.

(5) The maximum number of persons that may be served at a reserved party without an advance-planned menu is 12. For a party of more than 12, the menu must be ordered in advance, either through the Events Coordinator or the Chef.

a) Private Function Request Form (Form Available in office or on website)

All functions at the Club must be requested in writing on the appropriate form, which is then submitted for approval by the General Manager

b) Rules and Regulations Governing Florist and Decorators

a. Do not put tape on walls or nails in walls. Do not hang anything from the chandeliers and mirrors at any time.

b. All florists are to use plastic drop cloths to keep water off the floors at all times

c. Florist will not remove furniture, potted plants, etc without the approval of the General Manager or Events Coordinator. Florists will not take it upon themselves to move anything at the Club without first getting approval from the General Manager or the Events Coordinator. Do not drag potted plants across the floors, please use a dolly or manpower.

d. Do not prop doors open any longer than it takes to carry flowers and plants in and out. Club personnel cannot assist any florist in moving flowers from vehicles to the Club.

e. No florist will ask a custodian for help without first asking his supervisor for approval.

f. Florist must bring ladders with them.

g. Do not leave exposed drop cords on the floors. Be sure the cords are taped down securely.

h. The Club is not responsible for pots, urns and props left at the Club at any time. There is no storage for such items. Florist will collect their urns, pots and props the day following the function unless the General Manager has advised them that the club will be closed that day.

i. The Club has no cooling facilities for flowers.

ALL FLORISTS MUST CLEAN UP AFTER THEMSELVES!!

c) Rules and Regulations for Bands, Orchestras and Entertainers

a. All bands and orchestras will be set up completely prior to the beginning of any function.

b. If dressing rooms or changing areas are required, notification must be made at least one (1) week prior to engagement.

c. If entertainers require any food and beverage, permission from the host must be given to the management of the Club prior to the function, along with authorization for billing. Food and beverages will be consumed only during breaks.

d. Management of the Club reserves the right to regulate the volume of any group or orchestra playing on the premises.

f. Band members, while on break, will remain in the designated area of the Club and will refrain from wandering in the Club.

g. Any Questions or problems that arise should be brought immediately to the attention of the General Manager.

d) Furniture Moving Policy

The moving of furniture, fixtures, carpets, art, mirrors or other Club décor is strongly discouraged. If it is the desire of a member, however, to do so to accommodate a private function, permission may be granted by the General Manager, provided the member request such in writing at least 30 days prior to the event, citing the necessity to do so and whereupon pay such a fee as the Committee may impose to cover the labor involved and the wear and tear on the equipment moved.

10. General Prohibitions and Restrictions

a. Advertising. No advertising, solicitation or subscription paper will be posted in the Clubhouse or premises.

b. No animal will be allowed on the Club premises without prior approval of the Board. ***Exceptions are working animals in accordance with the ADA.***

c. Food and Beverages. No member, visitor or guest will be permitted to bring food or beverages in clubhouse or swimming pool.

d. Dress. Proper attire is required at all times in the clubhouse "Shirts must be manufactured as golf apparel. Denim, cutoff shorts, gym shorts, swimming attire and tank tops are not proper dress, except in the grill room and game room." (3/24/2008) All attire must be in good repair.

e. Employees
   (1) Reprimand of Employees. Members, visitors or guest will not reprimand employees of the Club. Any complaints should be reported to the General Manager or Events Coordinator.
   (2) Members, visitors or guest will not send employee of the club on an errand, off Club property.
   (3) Gratuity. Tipping of employees is permitted

f. Service Areas. No member, visitor or guest is allowed in the service areas of the club except members of the Board of Directors and Members of those committees whose function involves the service departments.

g. Card Playing. Card playing will be permitted in any area of the clubhouse if the activity does not conflict with the use of the space by other members and guest.

h. No Smoking in the clubhouse and all other buildings per Lexington County Code of Ordinances Chapter 14, Building and Building Regulations, Ordinance 09-06.

Personal Property (Member or Guest)

Personal property of members and guest brought onto club property remain the full responsibility of the owner of said property.

In no case will the Club assume any responsibility for the loss of, damage to, or destruction of a member's or guests' personal belongings. This includes but is not limited to, vehicles, articles of clothing or jewelry, whether left in the custody of a Club employee or not.

Publicity /Press Policy

The policy of this club is that no contact be made or accepted by an employee of the Club with any member of the media, either print or electronic, except the General Manager.

Property Damage

Members are personally responsible for any damage to Club property caused by negligence or inappropriate behavior. Members are also reminded that any property damaged by their guest(s) is also their responsibility**.**

Guest Policies

1. A non-member may use the facilities of the Club if:
   a. Accompanied by a person entitled to use the facilities of the Club, or is participating in a guest day event.

2. Only paid and honorary members are allowed to use the game room.

Facilities and Property

1. Hours of Operation. The Clubhouse will be opened and closed at such hours as the board will determine, but will be closed by 9:00 PM (10:00 PM DST) on all nights except Wednesday. Wednesday night is designated game night and the club will remain open until 12:00 midnight, if needed. All members will be off the Club premises by these times. Each member remaining in the Clubhouse or on the Club premises is subject to disciplinary action by the board. The Club House may be closed early due to lack of activity or adverse weather conditions.

2. Removal or Damage of Property. No property of the Club will be mutilated or damaged nor will any such property be removed from the Club premises without specific permission from the General Manager, obtained in advance. Any property of the Club damaged, mutilated, lost or otherwise injured by a member, a member of his family, his guest or a visitor, will be paid for by such member.

3. Decorations. No person will be authorized under any circumstance, without prior approval of the General Manager, to decorate or move furniture in any Club facility. This will not be construed to prohibit appropriate flower arrangements.

4. No Liability. The Club will not, under any circumstances, be responsible for property of members, guests, or other persons brought on the Club premise for any purpose whatsoever. The parking of automobiles for members and guest is done as a courtesy and the Club assumes no responsibility for such automobiles damage thereto or property left therein.

GOLF RULES & POLICIES

A. General: The purpose of the Golf Rules is the preservation and operation of the golf property and facilities in the best interest of all members and their families and guest. Each member is requested to observe the rules and to call them to the attention of others on appropriate occasions. Infraction of any rule should be reported to the Golf Professional, General Manager and or the Operations Committee.

B. Golf Member Privileges: All full members shall be entitled to the use of the golf course and practice facilities subject to the rules and regulations herein set forth and to exercise such additional privileges as may be herein conferred.

C. Senior Member Privileges: Senior members shall be entitled to the use of the golf course on weekdays only and the use of the practice facilities seven (7) days a week. Exception is one tee time on Saturday or Sunday following a Monday when an outside tournament has been held at the club. They are allowed to play weekends after paying the prevailing rate charged to guest of the club and also play in all club tournaments at the prevailing rate.

D. Minor Member Privileges: Minor members shall be entitled to the use of the golf course seven days a week but restricted to play after 1:00 pm on Saturday and Sunday.

E. Social Member Privileges: Social membership will be allowed to make a reservation to play golf twice a month. Monday through Saturday after 12 o'clock noon, and pay green fees and cart rental. A Social member is allowed to use the driving range if range balls are purchased or join the annual range program.

F. Honorary Senior Member Privileges: An Honorary Senior membership does not include any golf privileges. An Honorary Senior member is allowed to use the driving range if range balls are purchased or join the annual range program.

G. Practice Areas: All practice shall be confined to the areas provided for that purpose. At no time shall practice be permitted on the golf course. Select the area on the practice facility, which has been designed for the type of shot to be practiced.

G. Driving Range: Range balls are to remain on the driving range and not used as practice balls on other areas of the golf course.

Range balls are available on the driving range until 1:30 pm and then picked up at the golf shop at no charge to the golf members. A social member may have range privileges by either paying the prevailing fee or on the range program. Guest fees include range balls

Range will close all day Monday for general maintenance and is subject to close during extreme weather conditions. Hours of operation are listed on the monthly newsletter two-month calendar and posted in the golf pro shop.

H. Start of Play: All players must sign in at the Pro shop before they begin a round or play an additional round. (8/21/06) Players must have permission from the Golf Professional's staff before beginning play on Hole number 10, these groups do not have priority over groups turning through number 9.

I. Hours of Play: Hours of play will vary from season to season and will be listed in the golf shop and announced in the member newsletter. Play cannot begin before or after listed hours of play unless authorized by the Board of Directors. The golf shop will close at 6:00 PM (7:00 PM during DST). Golf course is subject to close during extreme weather conditions.

J. Dress: Proper golf attire is required at all times on the course and practice area. Denim, T-shirts, cutoff shorts, gym shorts, swimming attire and tank tops are not proper dress. See Dress code in General policies section pg 2.

K. Pets: NOT allowed on the golf course. ***Exceptions are working animals in accordance with the ADA.***

L. Pull carts: Keep off tee boxes, greens and from between greens and bunkers

M. Golf carts: Golf carts will be rented to only members and guest and are to be used only for playing golf or as transportation to the driving range. A member or guest renting or driving a cart is responsible for any personal injury or property damage caused including, without limitation, injury to him/her self and damage to the cart and agrees to indemnify the club against all loss, claims or expenses resulting from the use of said cart. No more than two (2) people may ride on an electric cart. Observe the directional signs around the greens. Keep carts on the cart paths at the Greens or by the tee boxes. Children under the age of sixteen (16) are not permitted to drive golf carts. Private carts are not allowed for use during play *(See Private Golf Cart Policy)*. Disregard and continued abuse of the cart rules will be handled by the Facilities Committee and turned over to the Board of Directors for any disciplinary action.

N. All golf members are expected to acquaint themselves with the rules of golf etiquette as cited on Page 1 of the Rules of Golf; published by the United States Golf Association. In the interest of all players, you should play without delay. Players searching for a lost ball should allow the group behind them to play through.

O. Players should remember to rake their footprints when they have been in a bunker, replace their divots in the fairway or fill them with sand and repair their ball marks on the greens.

P. Slower groups must allow faster groups to play through (exceptions, see Rule #Q). A slow group is defined as a group holding up play of a group behind them when an entire hole is open in front of the hole being played by the front group. Each group should play 9 holes in 2 hours and 15 minutes or less and 18 holes in 4-1/2 hours or less. Problems concerning slow play should be handled through the Pro Shop.

Q. Singles and twosomes create awkward situations on a crowded golf course. For this reason, singles and twosomes will not be allowed special privileges afforded a foursome or five some, but should expect to maintain their position on the course unless the group ahead invites them to play through. No singles are allowed on weekends and holidays, before 4:00 PM, unless approved by the Pro Shop. Twosomes are limited to play after 12:00 Noon on Saturdays and Holidays, unless approved by the Pro shop.

R. No group larger than five (5) will be permitted at any time without special permission from the Pro Shop.

S. No one will be allowed to begin a round of golf anywhere other than number 1 tee without permission from the Pro Shop.

T. Players who stop at the turn for any reason must not delay play.

U. Glass Containers Members and guest are prohibited from taking glass containers of any type on the golf course.

V. Spikes – Metal spikes are banned. CCL is a soft spike only facility.

W. Handicap (Blue) Flag Policy –

- Individual must present proof of either existing handicap parking placard for personal vehicle or physician note.
- No carts within thirty (30) feet of green
- No carts within fifteen (15) feet from the tee box
- If cart path only – no driving on fairways
- Privileges may be revoked for abuse of this policy.

X. Individual Guest Limit on Play – An individual non-member, family members included, is limited to play as a guest a maximum of two (2) times per month with the guest green fee listed below in our Fee Schedule. Beginning on the third monthly visit, the guest rate will be $50 per nine (9) holes or $100 per eighteen (18) holes for that individual non-member.

Y. High School Golf Teams Policy: The following high school teams may use the club's facilities; LHS Boys and Girls, GHS Boys and Girls, Heritage, WKHS Girls. Any other team that expresses an interest must come before the Board for vote.

High School Golf Team Guidelines:

- Orientation at the beginning of each golf season with coaches and CCL GM and Board President to review these expectations;
  - Following CCL Dress Code and Conduct per current CCL By-Laws.
  - Penalize individual for deviation – no access x (1) day for each occurrence.
  - If individual has three (3) occurrences then team is suspended from access x one (1) day.
  - Coach must be present during the entire duration of the practice.
  - Coach must sign orientation / participation form at beginning of season once above state meeting with GM and Board President completed.
  - Team practice only during the golf season (girls and boys only during their own season).
  - Team members are not to bring non-members to club to practice.

Designated Practice area policy is to be followed by high school team members.

Guest Privileges:

1. **Sponsorship of Guest**: a member shall sponsor guest and that member is responsible for registering the guest with the Golf Professional prior to play. To avoid embarrassment it is requested that the member call the pro shop in advance to register their guest(s). A member must play with a guest on weekends.
2. The third Thursday of each month, unless otherwise noted, will be designated as a special Guest Day when a guest is charged a discounted rate if playing with the member *(See **Guest Day** policy on page 38).* The above guest regulations also apply on guest days

Fee Schedule (18 holes / 9 holes):

Fees for all guests and social members, including members of outside groups, shall be established from time to time by the Board of Directors. The current rates are effective April 1, 2021.

Guest Green Fee ..... $65.00 / $35.00
(*A maximum of twice per month per individual non-member (see Item 'X' above on Individual Guest Limit on Play)*

Golf Members' Family rates
(*A maximum of twice per month per family member (see Item 'X' above on Individual Guest Limit on Play)*:
With Cart..... $50.00 / $27.00
Walking rate..... $30.00 / $15.00

Cart Rental
2 person carts *(per person/rider)*
18 Holes $20.00
***If request an individual cart*.....$30.00**
9 Holes.....$12.00

4 person carts ***(we only have three)*** May request when making tee time, however, they are subject to availability.
Three/Foursome / *Family with minor children*
18 Holes ..... **$60.00** / *$40.00*
9 Holes..... **$40.00** / *$30.00*

Guest Day (3rd Thursday of each month) *walk or ride and includes range balls)* ..... $35.00 / $35.00
(For exceptions see policy on page 35). This rate only applies if the guest plays with the member and it is his/her first or second visit for the month (see Item 'X' above on Individual Guest Limit on Play.
Reciprocal Fee, includes cart *(must be arranged through our Golf Shop)* ..... $35.00 / $35.00

Fundraising Event (rates per golfer):
Green fee, cart and range balls..... $40.00
Facility use fee *(club banquet hall)* if event sponsor provides food and beverage.....$1,500.00
Set-up and Breakdown fee: $3.00

An outside group will hereinafter be described as more than 40 guests including the sponsoring member. Any group over the above mentioned size will be subject to Group fees as set forth by the Board of Directors.

Entertaining of outside groups:

The House committee does not intend to support the opening of the Golf Course to golf outings or activities to be held merely as an accommodation for an outside group or organization. The committee however recognizes that members who wish to use the course for:

(1) The entertainment of groups with which they have a bona fide personal or business relationship should be accommodated as long as the general golf member is not unduly inconvenienced and are subject to the following conditions: Golf function may be held only on Monday and not be held on a holiday.

(2) A request for the use of the Club's golf facilities by a group of over eight shall be addressed to the General Manager in advance of the desired date.

(3) Each request shall set forth the date on which the use of the golf facility is desired, the times of the day during which the participants desire to commence to play and the number of golfers expected to participate.

(4) Each request shall be signed by a member or members of the Country Club of Lexington in good standing who shall serve as sponsor or sponsors for the said group.

(5) Upon receipt of such request by the Golf Professional the General Manager shall present the request to the House committee for approval or disapproval. The sponsoring member or members shall then be notified by the General Manager of the action of the House committee, and in the case of the approval of the request, of any conditions or restrictions which may be attached to that approval.

(6) Shotgun starts will be allowed if a tournament has 72 or more players.

(7) Golf outings will be categorized as either a 1.Club event, 2. Club Organization (example: Women's golf association, Senior Men's Group) event, 3. SCGA Events 4. Charity fundraising event sponsored by a member and 5. Corporate/Group Outing sponsored by a member

(8) Club event will not charge green fees. Cart fees, prizes and food and beverage will be included in the event entry fee.

(9) Club Organization event that invites guest from other clubs to compete on a home and/or home match basis will pay the same green fee and cart fees charged by the visiting club. If alcoholic beverages are served by the sponsor to participants a liability insurance policy must be obtained and provide the club with a certificate of insurance for general liability and liquor liability. (See sub section c. re corkage fee)

(10) SCGA Event will charge fees allowed by the organization. These events will require Board approval.

(11) Charity fundraising event (defined, as an event whose purpose is to raise funds for a recognized cause sponsored by a nonprofit organization) will pay the prevailing green fee and cart fee and play only on Monday. If the event provides food & beverage for its participants a facility use fee will be charged. If alcoholic beverages are served by the sponsor to participants a liability insurance policy must be obtained and provide the club with a certificate of insurance for general liability and liquor liability. (See sub section c. re corkage fee)

(12) Corporate/Group outing sponsored by a member will pay the prevailing green fee and cart fee and play only on Monday. Any food and beverage served at the outing must be purchased from the club.

Corkage fee - An organization that provides alcoholic beverages for its participants and has the club serve the beverage will not be required to provide an insurance certificate for the event. The Club's insurance would cover the event. A corkage fee will be charged for each unit of beverage served.

3. **Conduct of Guest**: Every member who entertains a golf guest or guests, including any member or members who sponsor an outside group shall assume responsibility including financial responsibility imposed by

these rules or by other rules of the club for the conduct and actions of such guest or members of outside groups while the latter are upon the Club's premises.

All guests, including members of outside groups, are expected to preserve the good condition of the golf course, to repair all damage occasioned by play, to display courtesy and consideration toward other golfers by adhering to the Rules of Golf Etiquette, and to obey the Rules of Golf. The member or members, who invited the guest(s) or sponsored the outside group, shall be responsible for compliance with these requirements by each guest, including each member of an outside group. A member must play with a guest on weekends or receive special permission from the General Manager or the Head Professional.

CCL HANDICAP/COMPETITION COMMITTEE

(Revised 6/2018)

ROLE OF MEMBERS AND THE HANDICAP COMMITTEE

1. Members of CCL, that wish to participate in CCL golf events, must follow two rules: 1) Be in good financial standing with the club and 2) Post all scores into the GHIN/Handicap system no later than 7 days after the round has been completed. This includes rounds played at CCL, as well as rounds played at other courses. **It is the responsibility of each member to understand how to post scores accurately into the GHIN system. If a member needs help, he/she will need to reach out to the committee members or the pro shop staff.**

2. The handicap committee will perform regular reviews of scores posted as compared to rounds played. In addition, the club may select days to host One Day Tournaments in order to collect scorecards. The committee will also periodically, and randomly, collect scorecards to verify accurate scores are being posted. Although not required, it is recommended that all scorecards be turned into the pro shop staff or given to a member of the Handicap/Competition Committee at completion of your round.

3. The Handicap/Competition Committee reserves the right to use all methods approved by the USGA to uphold the handicap system at CCL. Other methods, not listed above, may be used without prior notification from the committee.

PENALTIES FOR FAILURE TO COMPLY

1. If the rounds posted do not equal the rounds played, a penalty score will be posted to that member's handicap based on guidelines set forth by the USGA. The penalty score posted will equal the lowest differential score within the past 20 rounds posted. Penalty scores will also be entered if inaccurate scores are posted to GHIN. One penalty score will be posted per each round that a score was not recorded.

2. Penalty Levels:

   a. After one incident of failure to comply, the member will be notified via email of the infraction.
   b. After the second failure to comply, the member will be suspended from ALL tournament play for 30 days. This includes ALL tournaments hosted by the club, regardless of playing format. Tournaments by outside groups such as Monday Captain's Choice tournaments will not be impacted. Participation in other tournaments such as the CCL Invitational and the Peach Pro-Am, will be determined by the committee of the respective tournament.
   c. After the third failure to comply, the member will be suspended from ALL Tournament play for 180 days. (All tournament information is the same as section b, above.)
   d. After the fourth failure to comply, the member will be suspended from ALL tournament play for 365 days.

Penalty levels will restart after one year. For example, if a member goes 365 days without an infraction, the member will be able to restart at Level A with the next infraction. If the member fails

to comply during a suspended period, suspended time is added based on the next level. For example, during a 30-day suspension, it is learned the member failed to comply again. At the end of the 30-day suspension, 180 days will be automatically added to the suspension.

After the fifth failure to comply, each additional infraction will result in a 365-day suspension.

APPEALS PROCESS

1. If a member wishes to appeal a penalty score, he/she must submit a scorecard from the day of play to the committee. The scorecard must be signed by the member, as well as all players in the playing group. Once received and verified, the penalty score will be removed and the actual score will be posted. Appeals for penalty scores must be submitted within 7 days after the penalty score is posted.

2. If a member wishes to appeal a suspension, the member must ask for an appeals meeting with the committee within 7 days of being notified of suspension. In order to successfully appeal a suspension, a majority of committee members must vote to reverse the suspension.

RULES INFRACTION

All violators will be verbally notified as infractions occur, and after two (2) violations, the violator will be given a written notice to appear before the appropriate Committee and/or General Manager, with final decision by the Board of Directors for possible suspension. Additional violations within a year of the written notice will result in the member having to appear before the Board of Directors for further action. Any violation older than one (1) year will be disregarded in imposing suspensions. The suspension will include the loss of all club privileges with the suspension to apply on an individual basis and not include other members of the family. Rules infractions will include violations of any rules of the club. No suspension will be made without giving the member an opportunity to be heard by the Board of Directors if he so desires.

SEVERE WEATHER POLICY

When severe weather is in the area our Golf Shop staff will sound a warning horn using three longs blasts or the lifeguards will blow their whistle and ask you to leave the pool area. **DO NOT STAY ON THE COURSE OR IN THE POOL**. You will be advised when it is safe to return or play or enter the pool.

WEATHER HAZARD CLOSE BUILDING

The manager on duty is authorized to close the club in the event the current or forecast weather will be a hazard for employees to get to or from work. (1/05)

CONSIGNMENT

Members golf clubs

The Golf Shop is authorized to take members clubs on consignment and charge 20% of sale to the member. The member receives a gift certificate for 90% of the sale instead of paying the 20%.

WALKING OR JOGGING ON THE CART PATHS

Members are allowed to walk or jog on golf course cart paths prior to 7:30 AM and only on weekdays.

Weekend and Holiday Tee-times - Members desiring a tee time on Saturday, Sunday, and holidays are required to call the golf shop office the Wednesday before, beginning at 8:00 AM. Tee times will be taken only by phone in the first hour of the reservation period. (1/17/06) Tee times will be taken on a first come first served basis. A member can make up to 3 tee times.

Weekdays tee times may be reserved 7 days in advance throughout the year.

Ladies Day – Tuesday and Thursday are designated as ladies days and tee times will be blocked for their play. The blocked times will begin at 8:24 am in the spring and 10:00 am during the winter months. At the discretion of the General Manager, these dates and times can be altered or eliminated to best suit the club with prior notification given.

Seniors Play - Tuesday and Thursday Seniors will have tee times blocked from 8:48 am till 9:52 am. Friday mornings' tee times will be blocked from 8:48 am until 9:36 (Daylight saving time play begins after ladies' tee times.) At the discretion of the General Manager, these dates and times can be altered or eliminated to best suit the club with prior notification given.

Guest Day *(revised 2/1/2020)* – The third Thursday of each month will be designated as "GUEST DAY' where the guest(s) of a member pays a reduced green fee when playing with the member, and has not exceed the two (2) month maximum play as a guest. The tee time must be reserved by the member, and said member may invite up to seven (7) guests to play with him / her, but must play with the group (*if two tee times are needed, must play with one of the groups*) for the Guest Day rate to apply. This rate is set by the Board of Directors and includes practice range balls prior to play. This Guest Day will be subject to adjustment by the General Manager or Head Golf Professional due to a Holiday, Tournament or other conflict.

MEMBERSHIP

I. Membership Fees Schedule *(Rates and polices updated May 18, 2021 and are subject to change.)*

MEMBERSHIP TYPE/FEE DESCRIPTION	INITIATION FEE	MONTHLY DUES	RETAINER FEE
Full/Corporate	$5000.00	$245.00	$1200.00
Senior	$5000.00	$185.00	$1200.00
Junior (ages 21-34 of eldest spouse)	$2500.00	$189.00	$700.00
Minor (High School Student; ages under 18)	$125.00	$100.00	n/a
Non-Resident (**Non-refundable Annual dues paid in advance*)	$400.00	$600.00**annually*	n/a
Social	$800.00	$115.00	n/a

OTHER OPTION FEES	PAID ANNUALLY EACH JANUARY	
Annual Range Program(per individual):	Social Member --- $150.00	Honorary Senior Member --- $72.00
Annual SCGA Handicap Program *(subject to SCGA rate change)*:$25.00		

II. Applying for membership requires the following

A. Complete an application form; including signature of applicant and spouse, if applicable.
B. Have two members sign application as sponsors or have an interview with the Membership Committee or members of the Board of Directors.
C. Submit the retainer fee with application (see Membership Fees Schedule above). If preferred, the total initiation fee may be submitted or the down payment of the installment plan if option selected (see guidelines below).
D. Board of Directors approves application.
E. **Golf Membership Waiting List**: When CCL has 525 active golf memberships which consist of Corporate, Full and Junior memberships, any new applications will go onto a wait list. This cap includes a cap of 100 Junior Memberships. In addition to these golf memberships, the Senior Golf Membership is capped at 100 members for a total of 625 total golf members.

   The Waiting List will be made up of Corporate, Full, Junior and Senior Memberships. The order which an individual is put on the list will be in order the application was received and approved with the following exceptions.

   a. If an applicant elects to become a Social Member while waiting for an available golf membership, they will take precedence over other new applicants on the waiting list. If there are multiple social members waiting then it will be in order the application was received.
   b. Order of precedence to be place on wait list by member type; Inactive, Social then New Applicants. Full Memberships on the waiting list will take precedence. Junior and Senior membership will depend on the 100 cap total in each of these two categories.
   c. The initiation Fee will be whatever the current initiation fee is when they are removed from the waiting list and becomes an active member.

III. Delinquent Dues

A member that has received a delinquent notice that their account is in arrears is not permitted to charge for any services of the club until the delinquency is cured. Members with a balance over sixty days may be billed a late fee of ten percent (10%) of balance due.

IV. Changes in Membership Status

All membership status changes need approval by the Board of Directors.

V. Golf Memberships Installment Plans (*Rates are effective as of this printing and are subject to change.)*

A member, at the time of admission, may select an installment plan to pay the initiation fee. The installment agreement is considered a financial contact with the Country Club of Lexington. It includes; a fee of five percent (5%) of a balance *(less the amount of a retainer fee)*, the down payment submitted with application instead of the retainer fee, and twelve (12) consecutive monthly installments *(rounded up)* beginning the first month of activity and payable by the fifteen of each month. Termination of membership, by the member or the club, does not release the financial obligations of the contract.

To participate, an applicant must sign to accept the terms of the Installment Contract, which is located on the page 2 of the application. Once approved, the applicant will be notified and given the option to pay the original initiation fee upfront or continue with the installment option.

A member electing to pay the initiation fee on the installment plan will not be eligible to vote in the annual election until the total initiation fee is paid.

The New Applicant Installment Plan is not available for minor, non-resident and social members.

MEMBERSHIP TYPE	DOWN PAYMENT	BALANCE DUE	MONTHLY PAYMENT
Full/Corporate/ Senior	$1200.00	$4000.00	$334.00
Junior (ages 21-34)	$700.00	$1900.00	$159.00

The Junior Membership Upgrade to Full Installment Plan

ORIGINAL INT. FEE PAID	BALANCE DUE	MONTHLY PAYMENT
$500.00	4500.00	$375.00
$650.00	$4350.00	$363.00
$1000.00	$4000.00	$334.00
$2500.00	$2500.00	$209.00

MEMBERSHIP DESCRIPTIONS

FULL MEMBERSHIP – *as described within CCL By-Laws*

CORPORATE MEMBERSHIP

A Corporation may apply for a Corporate Membership. The Board must approve such memberships. Each Corporate Member will be required to pay one regular initiation fee per each individual membership and may then nominate not more than six (6) employees for individual membership within the Corporate Membership. The Board in accordance with Country Club of Lexington by-laws must approve each individual nominated. In the event an individual member leaves their membership the corporation may replace that member with the nomination of another employee subject to the approval of the Board. No additional initiation fee will be required. When approved by the Board of Directors, that new member will be subject to all other requirements of a regular membership including the payment of regular monthly dues. Individual members within a Corporate Membership will be a voting member. The Corporate Member is responsible for all debts not paid fully by an individual member under this section.

A Corporation is defined as a business entity created under the authority of the laws of a state and registered with the South Carolina Secretary of State to legally conduct business in the State of South Carolina.

SENIOR MEMBERSHIP

Senior status has an age requirement of 65 years of age or older. Members approved for senior status are allowed use of the golf course on weekdays only, but full use of all other club facilities seven (7) days a week. They may play golf weekends after paying the prevailing rate charged to guest of the club and also eligible to play in all club tournaments at the prevailing rate. When loss of weekday play is due to a Monday Tournament, the Senior member may play one weekend day, the following weekend after 1:00, without a green fee. A member approved for senior status is a voting member, as described in the club's bylaws.

Any full member in good standing, age 65 or older, may submit a written request to the Board of Directors to change to senior status. Senior status category has a cap of one hundred (100) and may be reviewed, and adjusted, by the Board of Directors based on current membership levels. Members who apply for Senior Status will be placed on a waiting list if the cap of one hundred (100) is full.

Any person 65 years of age or older can join as a senior member paying the full initiation fee effective at that time. The new member would be assessed the senior dues rate and have the same status as other seniors. However, if the senior cap of one hundred (100) members is full, the new member can be placed on a waiting list or become a full member being assessed full membership dues until such time as an opening occurs. With the cap full at one hundred (100) senior members and the existing full time member requests to change to senior status and is 65 years of age or older, that member would be placed at the top of the waiting list until the next opening occurs.

Updated as of 1/1/2020. Grandfathered in; Senior Members at the time of this update, and do not meet the age requirement, may remain a Senior Member.

JUNIOR MEMBERSHIP *(This category is based on eldest spouse's age, if applicable.)*

A **Junior** member, at the time of admission, shall be the elder spouse *(if applicable)*, and shall be not less than 21 years old or past their 35th birthday. Junior members shall pay, upon election, a reduced initiation fee and monthly dues as approved by the CCL Board of Directors.

At the age of 35, the junior member will be responsible to pay the difference in their Junior Initiation Fee paid and the Full Initiation Fee at that time to continue as a Full member. An option to pay in installments over a year as described in the Golf Member Installment Plan *(on page 37 under Membership*.

A Junior may elect to join as a Full member, or upgrade at any time prior to his / her 35th birthday by written request and paying the difference in their Junior Initiation Fee paid and the Full Initiation Fee at that time.

(The Initiation Fee is approximately 50% of the current Full rate and may be adjusted with changes approved the Board of Directors.) Updated as of May 18, 2021

MINOR MEMBERSHIP

(Student on HS Golf Team-application submitted & signed by parent/legal guardian as financially responsible)

A Minor member, at the time of admission, shall be of high school age (under 18) with a parent / legal guardian of record for the dependent member. This membership allows only the individual minor member access year round access, with Saturday and Sunday tee times restricted to after 1:00 pm; exception will be able to play in club events / tournaments which he / she qualify. An initiation fee will be will be $125 and is subject to change by the CCL Board of Directors. Immediate family members will pay the appropriate guest fee when with the minor. A minor member does not have voting privileges and is capped at a maximum of the (10) membership.

SOCIAL MEMBERSHIP

A social membership includes the use of the clubhouse, pool, and tennis courts. An annual range fee may be purchased per individual to use the driving range (unlimited use of range balls for one person); additional fee for each person wanting to use the range may be purchased. The membership will also be allowed to make a reservation to play golf twice a month, Monday through Saturday after 12 o'clock noon, and pays a guest green fee and cart rental. A social member will have priority, after the ex-dependent and inactive member's reactivation request, to become a full time member and the initiation fee will be reduced by the amount paid for the social membership initiation fee. The Social Member has no voting privileges.

Social Member golf tournament play

A social member cannot play in a golf tournament as a member.

Former Social Member return policy

A former social member who left the club in good standing within the past three (3) years and desires to be reactivated will pay a reactivation fee equal to the social initiation fee at that time.

NON-RESIDENT MEMBERSHIP

Anyone that has their primary residence outside a (fifty) 50 mile radius of the club may submit application for a Non-Resident membership. A proof of primary residence (voter registration card, property tax receipt, or driver's license) must be submitted with the application. The Board of Directors will approve all new applications for this membership category.

The Non-Resident pays an initiation fee of $400 plus an annual fee of $600, payable by the membership anniversary date. Proof of primary residence (as described above) must accompany the yearly dues. Failure to submit the yearly dues and required documents by the 15th of the month following the member's anniversary date will automatically terminate the membership.

The Non-Resident membership is a non-voting membership that has the same privileges of a full membership, except pays a reduced Green Fee each time playing golf.

These members are also eligible to participate in all club tournaments provided they maintain a SCGA Handicap here at CCL. The only restriction for Non-Resident Members with regards to tournaments will be signing up for the CCL Member-Guest. Full golf members will have priority for this one event. However, Non-Resident members will be allowed to play if the field is not full by the sign up deadline.

(EX) DEPENDENT STATUS

The initiation fee is waived for any ex-dependent of a member in good standing, who has been active in the club for a minimum of five (5) years, with the Board approval of the completed membership application.

The ex-dependent must have been a dependent of the sponsoring member at sometime during this membership period and not be over the age of thirty-five (35) years.

The parent will be the sponsor and note on application that it is the application of his/her ex-dependent. If there is a waiting list, ex-dependents, who apply under this policy, are placed at the top of the waiting list.

HONORARY SENIOR MEMBERSHIP

A former member of the club may apply for an Honorary Senior Membership. Applicants are reviewed on an individual basis and approved at the discretion of the Board. Honorary Senior Members will be allowed to use the clubhouse only on a cash basis. There is no initiation fee or monthly fee for this membership category and this membership does not have voting privileges.

POOL MEMBERSHIP

A pool membership is a non-voting membership with only pool privileges from Memorial Day weekend through Labor Day. A pool member does not have charging privileges. The Board of Directors will re-evaluate the fee and number of membership to offer each year, usually made available by early March. The complete pool membership description is included on the Pool Membership Application, which is updated annually. Applicants are considered in chronological order of receipt of application submitted with the payment of the annual fee. Pool Members are subject to follow all CCL By-Laws and Policies while pool members.

ACTIVE MILITARY LEAVE

An active member in good standing that is called to active duty by a military reserve unit or the National Guard may request in writing a military leave of absence. Monthly dues will be suspended until the member is released from active duty and submits a request reinstatement to full membership. Membership will automatically be reinstated and the member will begin paying monthly dues.

A member called to active duty may request changing to a social membership that will allow family members to utilize the club facilities during the member's absence. Dues will be reduced to those of a social membership. Upon return from active duty the member may request to be returned to full membership as outlined above.

An active member in good standing that if transferred, the initiation fee will be refunded.

INACTIVE STATUS

Request for change in Membership to Inactive

A member may request, in writing to the Board of Directors, to place his membership in inactive status. Acceptable conditions could be: relocation, financial hardship, family medical conditions or other such situations as deemed appropriate by the Board. The Board will review each application, for inactive status, on an individual basis.

Conditions

1. Members must be *in good standing;* not under suspension or probation, and current with all dues and charges.
2. Must submit a written request, to include details as to the need for inactive status, and in accordance with the description CCL B-laws (included as the first paragraph within this policy).
3. An inactive status is for a minimum of one (1) year and no more than five (5) years.
4. To reactivate, a member must submit a completed reactivation/reinstatement form and a reinstatement fee equal to one (1) month's dues, at least fifteen (15) days prior to the date of reactivation.
5. Special consideration reactivation requests will be reviewed by the Board of Directors for approval and on a case by case basis.
6. Inactive request due to financial hardship: will be for no less than the one (1) year minimum.
7. Inactive request due to medical: the member will have the option to go to social membership until such a time that the doctor releases him/her, or go inactive for one (1) year minimum.
8. As the results of an emergency medical situation or other extenuating matters, the Board of Directors may approve/implement inactive status in lieu of a written request, until such a time that the member is able to submit his/her inactive request or elect to invoke the inactive status, which at such a time he/she will be eligible to return as an active member without penalty, payment of back dues or a reactivation fee.
9. An inactive member does not have club privileges, nor pays monthly dues, during inactivity, but is allowed to use the clubhouse as the guest of a member (See Article IX, Section 2 of the CCL By-laws).

The Board of Directors may waive the payment of the reactivation fee for reinstatement to active status. Consideration will be given on an individual basis to a member that had to go inactive due to a major medical procedure, family tragedy, or other extenuating circumstances. Reactivation forms are available in the club's business office and on the club's website.

GRANDCHILDREN USE OF CLUB

While in the care of the grandparent, a grandchild may enjoy the privileges of their grandparents' membership.

MEMBERSHIP CONVERSION

A member may submit a written request to the Board of Directors, to convert to another membership category, if the said member meets the criteria of the new category. Once the Board of Directors approves the conversion, said member must remain in the new category for a minimum of one year. The following guidelines apply for requesting a membership conversion.

- Conversion requests may not be submitted prior to the member's one (1) year anniversary as an active member. Exception is a Social member's request to upgrade to full membership.
- Member must be in good standing before a request will be considered.
- Written request must be submitted a minimum of thirty (30) days prior to date of conversion.
- Once approved, a member must meet a one (1) year minimum in the new category.
- A member may make a second written request to change back, or to change to another category, any time after one (1) year minimum, but will not be eligible for another membership conversion without board approval.
- The Board of Directors will review all conversion requests on an individual basis, and reserves the right to make exceptions to these guidelines under extenuating circumstances. However, the Board of Directors authorizes the General Manager and/or the Membership Director to process conversions that comply with these policy guidelines, and report all conversions at the next Membership Committee meeting and/or Board of Directors meeting, to be included in said Board meeting minutes.

MEMBERSHIP SUSPENSION POLICY

For any actions that are deemed unbecoming a member, a suspension will be levied as defined by the Board of Directors based on the gravity of the offense.

MEMBERSHIP TERMINATION

An active member dropped or suspended from membership by Board action for non-payment of dues and charges or for the violation of club bylaws and rules will be banned from use of any of the club facilities at anytime. This ban will include all members of the former member's immediate family.

DIVORCING MEMBERS

In the event of a divorce or legal separation of a member, the spouse whose name is on the membership application will be responsible for all debts incurred by family members and are considered the "Member on Record". In the event the spouse that is not the Member on Record desires to continue membership in the club, the board will grant a social membership without the payment an initiation fee. A written notice requesting a social membership must be sent to the membership coordinator within one (1) year of the divorce or legal separation. This social membership without an initiation fee will require the payment of monthly dues. In the event the member not on record wants a full membership that person pays the balance after crediting the social initiation rate.

MEMBER MAILING ADDRESSES ONLY

A member is entitled to inspect and copy members' mailing addresses only if a written request gives five business days notice before the date on which the member wishes to inspect and copy. The member requesting that the list be copied will pay for any cost associated with copying the records. The member's demand will be made in good faith for a proper purpose. The member must describe with reasonable particularity the purpose and identify the records the member desires to inspect. The records requested are to be directly connected with the purpose. The membership list or any part of said list may not be obtained or used by any member for any purpose unrelated to a member's interest as a member, unless the member first obtains the consent of the Board. A purpose unrelated to a member's interest as a member includes but is not limited to:

1. Solicitation of money or property, unless the money or property will be used solely to solicit the votes of the members in an election to be held by the club.
2. Use for any commercial purpose
3. Sale of the list to a third party

SWIMMING POOL RULES

1. **HOURS**
   The swimming pool will be open during the hours posted. Additional dates may be added per the General Manager and/or pool management contract agreement. There will be no swimming outside these hours or at any time when a lifeguard is not present.

   - ***Pool Season – Saturday before Memorial day through Labor Day***
   - ***Pool hours are determined per annual contract with pool Management Company.***

2. A member is required to present their CCL membership card and sign in at the Concession Window when first entering the pool area.

3. A member shall accompany guests. Guest fees are **$5.00** and are payable at the time of arrival. **N**o charge for children in diapers *(see Rule f)*.

4. **Food Service**
   Soft Drinks and Fast food type service will be served at the pool. Food and beverage may not be brought to the pool for consumption on the premises except where permission is obtained for special items such as birthday cakes. Food service is available at the clubhouse but persons in swimming attire may not enter the building. *See club dress code*.

   All children signing charge tickets shall sign the name of the member when purchasing any concession items. Parents must provide a "Charge Consent" form to the business office if a child is allowed to charge.

5. **Swimming Instructions**
   A qualified staff of instructors is available for swimming lessons. As a service to the community non-members are allowed to take swimming lessons. Dates, times, fees and schedules are included within the annual pool management contract and approved by the Board.

6. **Swimming Team Practices**
   The CCL Swim Team season extends from the end of May through mid to late July. Practices are held Monday through Friday from 7:30 – 11:00 a.m *(Some after late afternoon through evening hours may be needed while schools are in session and will share the pool during open swim times)* There are approximately 3-5 home meets which will be held on Mondays and/or Thursdays beginning at 4 PM. Meet dates and time are posted at the pool and in the club newsletter. Both the pool and the wading pool will be closed for member swimming during these meets. Visiting teams are not permitted to bring food and beverage or personal coolers into the pool area.

7. **Special Pool Rules**
   Lifeguards have the authority to require compliance with the following rules and to insure the safety and comfort of Club members and guest.

   a. An adult must accompany all children under the age of twelve (12) at all times.
   b. Only members and their invited guest are authorized to use the pool facilities.
   c. Every member and guest must sign the register on the concession counter and pay guest fees upon entering the pool area.
   d. No person shall enter the pool without first taking a shower.
   e. No objects shall be permitted in the pool area, such as glass bottles, rafts, balls, inter tubes, etc.

f. Children in diapers are permitted to use the baby pool only.

g. There shall be no chewing gum or food in or around the pool. All consumption of food must be within the designated area.

h. Diving is permitted in the diving section of the pool only. Swimmers are not allowed to swim the diving section.

i. No pets are allowed inside the pool area. ***Exceptions are working animals in accordance with the ADA.***

j. Persons with bandages, open wounds, sores or skin infections, nasal or ear discharge or viral or bacterial infection will not be permitted to use the pool facilities.

k. There shall be no hanging on the floating ropes.

l. Lifeguards are allowed a 10-minute break every hour. When a break is called everyone is asked to leave the pool.

m. Members are asked to keep the pool surroundings clean. Place all trash in the containers. Especially keep the food area clean. Adults please check behind the children to avoid problems with insects and small animals.

n. There shall be no running, pushing or horseplay allowed.

o. Persons in proper bathing attire only will be permitted to use the pool.

p. Only paper or plastic glasses may be used at the pool. No bottles or other glass containers may be used in the pool area.

8. **SPECIAL PARTIES** *(Both types require prior approval and a signed pool party request / contract)*

DURING POOL HOURS

(a) All parties must be booked through the Pool Manager or Events Coordinator; **eventscoordinator@ccoflexington.com**.

(b) Parties are limited to a maximum of ten (10) swimmers (unless prior permission has been granted).

(c) Each non-member attending the party is required to pay a **$4.00** guest fee, *includes non-swimmers*.

(d) Outside food is prohibited during pool hours with the exception of Birthday cake.

(e) If you would like to have food for your party please coordinate with the Pool Concession Manager before the day of your party.

AFTER HOURS

(a) All parties must be booked through the CCL Events Coordinator.

(b) Graduation parties, class parties, non- member parties, sponsored by a member cannot be booked during normal pool hours. They must be held after the pool closes or before opened.

(c) A guard fee will be established and based on the number of swimmers in attendance. A minimum of two (2) guards required for all parties.

(d) A deposit fee of $50 is required to hold the date. If the member cleans the area the $50 will be returned after the inspection by the Guard on Duty.

(e) Fees are based on a three (3) hour block (included set-up and clean-up), the number of people attending the party, and includes the cost of minimum life guard requirements and the afterhours pool fee. Current rates are as follows and are subject to change:

Less than 60 people	$150.00	additional $35 per hour after three hours
60 and above	$200.00	additional $50 per hour after three hours

(f) One (1) adult chaperone for each (10) people at a teenage or college age party is required.

TENNIS RULES

(Updated and Approved by the CCL Board of Directors on August 11, 2020)

1. Use

The use of the Tennis Facility (tennis courts and tennis clubhouse) at the Country Club of Lexington is restricted to members of the Country Club of Lexington and their accompanied guests or to anyone that the Director of Tennis has given permission for use.

2. Members Defined

The term "member" **o**f Country Club of Lexington, as used herein, shall be defined as a Full, Corporate, Senior, Junior Executive, Junior, or Social member.

3. Open Tennis Play / Court Reservations

a. Tennis courts are available for use by members of CCL and their guests.

b. All members shall register in the tennis shop to receive their court assignment, and shall list the names of guests, if any, and sign guest tickets before commencing play. Guest fees is $7.00 and is payable prior to play.

c. Children of members that are signing charge tickets shall sign the name of the member authorizing the use for the tennis courts and their name. Parents must complete a "Charge Consent Form" and turn in to the business office if a child is allowed to charge.

d. The Director of Tennis may reserve courts for tournaments, exhibition match play, lessons, clinics, club socials, and camps or for any other case where circumstances justify such reservations.

e. Court reservations can be made one week in advance by using the Court Scheduler on the CCL website or the CCL Tennis app.

f. A reservation shall not exceed the one and one half (1 1/2) hour time limit for singles play or the two (2) hour time limit for doubles play.

g. No member shall have more than three (3) guests at any one time except by permission of the Director of Tennis. If it becomes necessary to cancel a reservation, this must be done at the earliest possible time using the Court Scheduler on the CCL website or the CCL Tennis app. Reservations will be held open for fifteen (15) minutes after their scheduled beginning time.. After fifteen (15) minutes, the court will then be made available to any member waiting to play.

4. Tennis Lessons / Clinics

a. The CCL General Manager will designate a person to serve as the Director of Tennis. The Director of Tennis, or any teaching instructor designated by the Director of Tennis, are the only persons allowed to teach tennis and receive a fee for teaching. Fees charged for instruction will be proposed by the Director of Tennis and approved by the CCL General Manager.

b. The Director of Tennis (or anyone that he/she deems as a teaching professional) can use CCL tennis courts for giving lessons to CCL members and their guests. Guest lessons can be given only when members are not available for lessons.

c. Court 5 will be reserved for teaching lessons and the Director of Tennis can reserve additional courts if needed for multiple lessons and/or group clinics.

5. USTA Adult and Junior League Play

a. All potential teams must register the team with the Director of Tennis before the team can be officially registered on Tennis Link. The Team Captain(s) for CCL-based league teams must be a member(s) of the CCL.

b. League Teams are open to all CCL members at their NTRP playing level, if available. A deadline for CCL members to join a league team will be posted for each season (Spring, Mixed, Singles, Combos, and Fall). Once the deadline passes, League Team captains can then invite non-members to join a CCL-based league team.

c. Non-Members of the CCL are permitted to join USTA-Sanctioned League Teams that are CCL-based. The non-member League Fee is $75.00 per person, per team, per season. This applies to each season of League Play (Spring, Mixed, Singles, Combos, and Fall). The fees listed above entitle the player to participate and play on a CCL-based team for a designated season, and participate in one (1) weekly, scheduled "team practice" at the CCL. The "team practices" may start two weeks before the official season of play begins, and will end after the last regular-season match is played. Any additional play at the CCL during the league season will be subject to a guest fee of $7.00/visit, and a member of CCL must accompany the player.

d. Team Captains must turn in a player roster to the Director of Tennis and indicate which players are members and which players are non-members. This will allow the Director of Tennis to make sure the appropriate amount of non-member fees have been collected by the Team Captain.

e. All non-member fees will be collected by the team captain before league play begins. Two (2) weeks after the regular season starts, any uncollected fees will be billed to the Team Captain's CCL account.

f. Each team may have one (1) practice, day or night and one (1) match; day or night each week.

g. Reservations for matches and practices must be made in advance, listed on the online court scheduler by the Director of Tennis, and reviewed for accuracy by the Team Captain. Team Captains need to check with the Tennis Pro Shop or online court scheduler at least once a week to ensure their team has a reservation booked.

h. Each week of the season five (5) courts can be reserved for matches and three (3) courts can be reserved for practice.

i. If a match or practice has to be cancelled, the reservation for the courts must be also cancelled on the online court scheduler.

j. If additional practice time is needed, only a club member can make reservations for one court. If more than one court is needed, another member of the club must make the reservation. Standard reservation procedures must be observed. Note; a Club member must be present to play with a non-member.

k. Before scheduling a makeup day or night match, check with the online court scheduler to ensure that the courts are available. Make up matches have priority for courts over practices. A team that has a practice scheduled will have to give up their reservation to a team that has a makeup match. Arrangements must be made between team captains.

l. After league season is complete, a non-member will be required to pay the $7.00 guest fee to use the courts. The club member playing with the non-member is responsible for ensuring that the guest fee is paid at the tennis pro shop.

m. Junior LATA (spring) and Junior Tennis League (summer) requires that at least one member of the CCL to sponsor and be physically present with each of the junior leagues in order for these teams to use CCL courts.