

**LAKE HAVASU GOLF CLUB  
RULES AND REGULATIONS**

**It Is the intent of Ownership/Management to limit these Rules and Regulations (“Rules”) to the minimum that are required to insure the enjoyment of the club by the members and their guests. The obligation of enforcing these Rules lies primarily in the hands of a carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which they are entitled. It is the duty of the membership to know its Rules and to cooperate with Management and staff in the enforcement of these Rules.**

**These Rules are effective January 1, 2018 and may be amended or changed at any time by Ownership/Management in its sole discretion.**

## ARTICLE I DEFINITIONS AND APPLICATION

### 1.1 THE CLUB

The "Club" refers to the facilities provided at Lake Havasu Golf Club located at 2400 Clubhouse Drive, Lake Havasu City, Arizona 86406. The "Owner" refers to the Owners of Lake Havasu Golf Club.

### 1.2 MANAGEMENT

"Management" refers to GEA Enterprise, Inc. which is responsible for all operations associated with Lake Havasu Golf Club. The affairs of the club are administered by the General Manager ("Manager") and other employees of Management. The Manager has full and complete authority over the Club at all times.

### 1.3 MEMBERSHIP

- (a) A "Membership" is the contractual privilege by which designated persons enter into the Club for the purpose of using and enjoying the available facilities at the times and in the manner set forth in these Rules. A "member" is the person obligated for the payment of all fees, dues, fines and charges. Members agree to be bound by these Rules as presently enacted or hereafter amended. Amendments to the Rules may be announced either by publication in the Club's newsletter or by posting at the Club. The Rules as amended or supplemented will be maintained in the Manager's office and are available for review upon request.
- (b) Lake Havasu Golf Club is not an equity club. Membership is non-equity and non-participatory. Membership does not imply any right or privilege to participate in or to administer the Club business policies and does not create any vested or proprietary right of any kind in land, the club, Management or the assets of Management or the Club. Membership does not create any presumption that the facilities or services that are now or hereafter available will continue to be available.
- (c) Membership may be subject to disciplinary action, including fines, suspension or revocation, in accordance with these Rules.
- (d) Management at all times retains the full right, in its sole discretion, to add, delete or modify the categories of membership and the right to modify or discontinue any or all of the membership privileges applicable to any membership category.

### 1.4 FEES, DUES, FINES, AND CHARGES

All membership initiation fees or deposits, transfer fees, dues, fines, and miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined solely by Management. Management reserves the right to modify, change and add to these fees, deposits, dues, fines, and charges in its sole discretion, except that may not require an existing member to pay any additional initiation fee. Membership in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges as assessed by Management.

A Member may be subject to disciplinary action, including forfeiture of membership, for failure to meet his or her financial obligations to Management as set forth in Article IV. The schedule of fees, deposits, dues, fines, and charges in effect at any given time is available for review in the Management's membership office.

## **1.5 MEMBERSHIP USE**

For family memberships, membership entitles a Member, his or her spouse/domestic partner and all dependent children under the age of thirty-five(35), provided all applicable fees, deposits, dues, fines, and charges are current.

## **1.6 APPLICABILITY OF RULES**

These rules apply to all Members, Member's families, business designees, and guests.

## **1.7 NON-MEMBER USE OF CLUB**

The Club operates as a public facility, not a private club. To this extent, Management at all times retains the right to allow the general public to use the golf course, driving range, clubhouse, and other facilities located at the Club, including non-member tournaments, banquets, weddings, private parties, and other functions. There is no requirement that a Member provides sponsorship or participates in such functions.

## **ARTICLE III MEMBERSHIP POLICIES**

### **3.1 ELIGIBILITY**

- (a) Any financially qualified person of good character, over the age of eighteen (18) shall be eligible to become a member without regard to race, color, national origin, sex, religious preference, sexual orientation or creed.
- (b) A person qualified for membership shall become a Member after (i) submitting a formal application, including an agreement to abide at all times by the Rules as then enacted or thereafter amended; (ii) formal approval of the application by Management; and (iv) payment of, or satisfactory arrangement to pay, the Membership Deposit and any other initial fees and dues related to membership

### **3.2 LEAVES OF ABSENCE**

The Management reserves the right from time to time to permit members to place their memberships in a "temporary inactive status" based upon policies, requirements and conditions that Management may set in Management's sole and absolute discretion. In no event will Management allow any Member to place his or her membership in "temporary inactive status" for more than three (3) months during any twelve (12) month period.

### **3.3 RESIGNATION**

A Member may resign at any time following the completion of their twelve(12) month obligation by giving Management a thirty(30) day advance written notice, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to Management have been settled. No refund or proration of any fees or dues will be made to any Member resigning from the Club. Resigning Members remain liable for all dues and charges accrued up to the Effective Date of their resignation.

### **3.4 DISPUTES**

With regard to any claim or dispute regarding the ownership of a membership, Management shall be entitled to rely on the membership application and may confirm ownership of that membership in the name of the person listed on the application. Management will not become involved in any domestic or other dispute concerning ownership or issuance of a membership and shall not have any liability or responsibility for the resolution of such disputes. The section 3.4 is expressly subject to the Member's obligation to defend, indemnify, and hold harmless as provided in Section 7.1.

## IV PAYMENT OF DUES AND CHARGES

### 4.1 STATEMENTS AND PAYMENTS

Monthly statements are prepared on the last day of each month and will be emailed immediately or mailed to those Members that do not have an email address on file within two (2) working days thereafter. *Payment is due and must be received by Management (not merely postmarked) by the 15<sup>th</sup> of the following month.* A two percent (2%) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Management may place any Member on a cash basis for any or all services otherwise provided for credit, at any time, at Management's sole discretion. *Members may elect to have their dues and charges charged directly to a credit card. This process will happen on the 1<sup>st</sup> of each month.* Management may, at its election, require all Members to keep an active major credit card number and billing information on file together with an authorization for Management to bill to such credit card for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2(b) below.

### 4.2 PAST DUE DELINQUENCY AND REVOCATION

- (a) 30-Days Past Due If a Member's account becomes thirty (30) days past due, the Member will be notified by mail and/or telephone that his or her charging privilege has been suspended.
- (b) 60-90 Days Past Due Any Member whose account becomes between sixty (60) to ninety (90) days past due will be notified by mail and/or telephone. *The fact of this delinquency may be posted at the Club.* Any such Member may, at Management's election, be denied any charging and playing privileges until his or her account is brought current. *At Management's election, Management may automatically bill any Member's account which is more than sixty (60) days past due to any major credit card of said Member on file at the Club.*
- (c) 90 Days Revocation The membership of any Member whose account is more than ninety (90) days delinquent may, at Management's election, be revoked and forfeited to Management. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent indebtedness.
- (d) Frequent Delinquency Revocation The membership of any Member whose account becomes more than sixty (60) days past due two (2) times in any twelve (12) month period either consecutively or non-consecutively, may, at Management's election, be revoked and forfeited to Management. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent indebtedness.

### 4.3 RETURNED CHECKS

All Members shall be charged an additional Twenty Five Dollars (\$25.00) on their statement for any checks returned from the bank for insufficient funds or Management's actual cost of recovery, whichever is greater.

### 4.4 CREDITING OF ACCOUNT

Members with any questions regarding charges on their statement should contact Manager's accounting office. All bills must be paid in full, and any credits due to the Member will be credited on the following month's statement. Under no circumstances may a Member adjust his or her own account. A credit may never be taken against any initiation fee or deposit.

## ARTICLE V INFRACTIONS AND DISCIPLINE

### 5.1 VIOLATIONS

Any Member who violates these Rules is subject to fine, suspension and/or immediate revocation of membership. All Members found to be in violation of the Rules may be denied all Club privileges, including the privilege of charging goods and services. This denial of privileges may apply to one or more family members in Management's sole discretion.

### 5.2 FINEABLE OFFENSES

Any Member who commits any of the following offenses shall be subject to a fine which shall be added to the Member's monthly statement. The amount of the fine will be established by Management. Failure to pay the fine and satisfy the Member's obligations in full may lead to a further fine and suspension. Members may also be fined if any of the members or their family or their guests commits any of the following violations:

- (a) Repeated failure to register with the golf starter before beginning play.
- (b) Repeated failure to register a golf guest (fine plus applicable guest fees).
- (c) Repeated failure to comply with rules governing the proper use of golf carts.
- (d) Deliberate abuse of any item of the Club (fine plus the cost of repairing or replacing the item of property if necessary).
- (e) Repeated failure to return a golf cart to the staging area.
- (f) Significant violation of the rules of golf etiquette as promulgated by the United States Golf Association.
- (g) Using golf course tees, greens, or fairways for practice.
- (h) Bringing ice chests or coolers onto Club premises without prior permission or bringing food and beverage onto the Club premises that is not purchased from the Club. Incidental snacks and water are acceptable.
- (i) Bringing outside alcoholic beverages is strictly prohibited...NO EXCEPTIONS!!

### 5.3 SUSPENSION

- a) Management shall at all times have the absolute right to suspend for a definite or indefinite time the membership privileges of any Member who Management finds has caused a significant violation of any rule, regulation or policy established by Management or whose behavior significantly disrupts the operations of the club. The prior imposition of a fine is not a necessary prerequisite to suspension.
- b) A suspended Member shall not be required to pay monthly dues during the period of suspension. A suspension may be lifted by Management in its sole discretion, upon receipt of evidence that any wrongs committed have been redressed and any offensive behavior will not be repeated.

### 5.4 PROCEDURE FOR IMPOSING FINES OR SUSPENSION

Management shall prepare a written notice within thirty (30) days of an infraction describing the violation, noting all parties involved, and specifying the penalty established by Management. This notice shall be mailed to the Member and a copy of the notice shall be placed in the Member's file.

## **5.5 HEARING FOLLOWING SUSPENSION**

- (a) A member whose membership is suspended may request a review hearing to be held before the Manager or, if the Member does not wish the hearing to be held before the Manager, he or she may so advise Management, in which case, the regional director of Management or another designated representative of Management shall serve as the hearing officer. The Member's request for a hearing must be delivered to Management not more than fifteen (15) days following the date upon which Management mails the notice of suspension to the Member.**
- (b) The review hearing will be conducted within thirty (30) days from the date that the Member's request for hearing is delivered to Management. The Member may attend in person or by representative. Following the hearing, the Management or designated representative of Management will make a decision which shall be final and binding.**

## **5.6 REVOCATION**

**A membership may be revoked and the rights of any person or persons entitled to privileges under that membership may be terminated for any of the following reasons:**

- (a) Commission of any felony or misdemeanor theft at the Club.**
- (b) Ninety (90) day delinquency or frequent delinquency, as defined in Section 4.2.**
- (c) Willful destruction of the Club or staff, Member, or guest property.**
- (d) Improper conduct while on premise - Physical or gross verbal abuse of staff, Members or guests is strictly prohibited.**
- (e) Continued and repeated violations of these Rules.**
- (f) Repetitive conduct injurious to the reputation of the Club or its Members, after warnings have been issued to the violating member.**
- (g) Conduct which seriously detracts from Management's absolute ability to manage the Club and preserve its financial integrity.**
- (h) Following a suspension, if a Member again violates the rule or policy that led to the previous suspension within twelve (12) months of the infraction, or if the Member violates any other rule or policy that would result in suspension within twelve (12) months of the infraction.**

## **5.7 PROCEDURE FOR REVOCATION**

**Management will prepare a written notice of revocation which shall be delivered by certified mail to the terminated Member. Upon revocation, all past Membership Initiation Fees and monthly dues pre-paid by the Member shall be refunded on a prorated basis (except where a prepayment discount has been afforded to the member, in which case proration shall occur based upon the full payment amount) and the Member shall thereafter have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of Management to collect any delinquent indebtedness.**

## **5.8 RULES COMMITTEE**

**The Members may establish a Rules Committee to which the Manager shall report on a periodic basis all infractions of the rules contained in the Article V for which a resulting fine, suspension or revocation has been imposed by Management. From time to time Manager may request the assistance of the Rules Committee to discipline members for violations of the rules contained within this Article V. Any member may file a grievance with the Rules Committee over the imposition of any fine, suspension or revocation by Management after he or she has complied with all the other provisions of this Article V. Management shall be given notice of any such grievance, and if the Rules Committee shall grant any hearing to such fined, suspended or revoked member, Management shall have the right to be present and heard at any such hearing. After the Rules Committee's hearing is complete, Management may take under advisement any conclusion or recommendation promulgated in writing by the Rules Committee, but in no event shall Management have any obligation to adhere or follow any decision or recommendation provided by the Rules Committee.**

## ARTICLE VI

### GOLF

#### 6.1 GENERAL

- (a) Golf rules, regulations, procedures, and policies may be established from time to time by Management, in its sole discretion, and will be available in the pro shop. Such rules, regulations, procedures, and policies shall supplement these Rules.
- (b) Every player must wear golf shoes or other footwear approved by Management and must have his own set of golf clubs and a golf bag. Golfers must carry identification while playing and must produce the same for inspection if requested.
- (c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules.

#### 6.2 STARTING

- (a) Subject to Subparagraph (b) below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes.
- (b) Management may direct players to begin play on the second nine holes and thereafter play the first nine holes; Management may also direct players to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or similar type of start.
- (c) All players that begin on a hole other than the first hole must check in with the starter before continuing on to the first tee of the first nine holes, so that the starter may control traffic on the course.
- (d) All players must register with the pro shop at least ten (10) minutes before commencing play, so that the starter may control traffic on the course.

#### 6.3 TEE RESERVATIONS

Advance tee reservation policies will be determined by the Club, in its sole and absolute discretion, from time to time. Members holding specific classes of memberships will be afforded the opportunity to then set advance reservations for play on weekdays and weekends. These policies may change from time to time at the discretion of the Club.

#### 6.4 NON-RESERVATION PLAY

Players without reservations shall be assigned available tee times that have not been reserved.

## 6.5 PRACTICE

When practicing, members are to use the driving range and putting area only. Under no circumstances are the regular tees, greens or fairways to be used as practice areas. When playing the course, each player may have only one ball in play at all times, except when, pursuant to USGA Rules, a provisional ball is to be played.

## 6.6 PLAYING GROUPS

- (a) No more than four (4) players per group are permitted, unless prior approval has been obtained from the general manager or director of golf. Groups of five (5) players will only be allowed in the case that all players are members and riding in a golf car.
- (b) In the case of groups with less than four players, the starter, at his discretion, may fill the group with other waiting players.
- (c) Members are afforded the opportunity to bring a guest at a reduced rate dependent on seasonal fees. Each individual member is allowed up to four (4) guests per month, unless otherwise approved by management. If at any time a member is deemed to abuse this privilege, management retains the right of refusal, in allowing members to bring a guest at the reduced fee.

## 6.7 SLOW PLAY

If a playing group of golfers falls one clear hole behind the group in front, the slow group must invite the group behind it to play through. If play is delayed on account of a lost ball, the group playing behind should be invited to play through. Should either of these conditions occur and the group playing behind the slow group or behind the group with the lost ball is not invited to play through, it is the right and privilege of such group playing behind to ask permission to play through. The slow group of players or the group with the lost ball is then required to take positions on the course out of play and shall remain stationary until the invited group has played through. The invited group must play through once the invitation has been received, in order that following groups will not be delayed. A group also must step aside and let the group behind play through anytime the course marshal so instructs. Management shall also have the right to remove from the golf course any group, which continues its slow play once it has been duly advised and warned by Management (or staff marshal).

## 6.8 ENFORCEMENT

Play on the course is governed by USGA Rules, with the exception of any local rules, which take precedence when printed on the scorecard or posted. The golf professional or the course marshal is empowered to enforce all golf course rules. Violation of any golf rule may result in a fine and/or disciplinary letter being written to the player by the Manager. Three such letters in the Member's file is grounds for immediate suspension of golfing privileges.

## 6.9 GOLF CARTS

- (a) Carts may be operated by anyone sixteen (16) years of age or older, providing that person has a valid driver's license.
- (b) Cart rental fees are mandatory unless waived by Management. Rental fees include ½ of a course cart, two golfers comprise the use of one cart.

- (c) Privately owned carts are permitted on the club premises only upon compliance with the requirements of Section 6.16 below.
- (d) Members, if negligent, are liable for any personal injury or property damage that results from the use of a cart owned or checked out in their name. Members are further liable for negligently inflicting any damage to or loss of carts and must pay all repair costs necessitated by their negligent use of a cart.

## **6.10 CART OPERATION**

- (a) Carts are to carry no more than two (2) riders and two (2) golf bags at any time. Children under five (5) years of age are not permitted to ride in carts.
- (b) Drivers must read the operating instructions on the cart prior to usage and obey such instructions. No one is to operate a cart with a flat tire, or any other mechanical failure that is apparent or observed.
- (d) Carts are to be returned to the staging area upon completion of the round. The Member who rents a cart will be fined if a cart is left in the parking lot or any other non-designated area.

## **6.11 CART ROUTES**

Carts are only to be driven on the cart paths, where provided. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide carts. When necessary, carts may be driven to the golf ball only on a ninety-degree (90 degree) angle from the cart path. Carts are not to be driven over sprinkler heads. Cart drivers are to avoid areas that are newly planted, wet, or under repair, and should not approach any closer than ten (10) yards to any tee, green, bunker, or their respective shoulders.

## **6.12 MINOR PLAY**

- (a) Minors must be certified as an "A" player by the head golf professional in order to play without being accompanied by a Member parent or guardian.
- (b) No child under thirteen (13) years of age is permitted to play the golf course unless accompanied by an adult, Member parent or guardian. Children under five (5) years of age are not permitted on the course at any time.
- (c) Golf play by Minors may be restricted to designated hours Management may establish at its sole discretion. Adults have priority over Minors at all times with regard to course availability, with the exception of Management sponsored Minor golf programs.

## **6.13 SUPERVISION OF PLAY**

The golf professional and/or management shall have the responsibility for supervision and control of all matters relating to play on the golf course. The golf professional and/or Management may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. Responsibility for such supervision may be delegated to starters or marshals.

## **6.14 REGISTRATION FOR PLAY**

All members and their guests must register with the pro shop or starters prior to using the golf course.

## **6.15 GOLF INSTRUCTION**

Golf Instruction is offered under the supervision of the club's golf professional. No charges will be assessed if a scheduled lesson is cancelled twenty-four (24) hours or more in advance. If a Member cancels a lesson less than twenty-four (24) hours before the scheduled time of the lesson, or fails to appear for a scheduled lesson, the Member will be charged the lesson rate then in effect.

## **6.16 PRIVATELY OWNED CARTS**

- (a) Privately owned carts may be used on the golf course at the Club only with the permission of Management and subject to such charges, rules and procedures as Management may establish. Management may limit the number of privately owned carts that it approves for use at the Club. Operators of privately owned golf carts must follow all rules prescribed for cart usage in Sections 6.9, 6.10 and 6.11. In addition, cart owners must sign and agree to be bound by the conditions contained in Management's Private Cart Agreement.
- (b) The Private Cart Agreement is entered into on a month-to-month basis and Management reserves the right to discontinue usage of private carts at the Club on the anniversary date of the Agreement without any liability or obligation to the owner of any private cart. The fee payable by owners of private carts is established by Management and may be changed on an annual basis.
- (c) The owner of a private golf cart must provide Management with a certificate of insurance.
- (d) Before a Member may operate a private cart at the Club, the Member must obtain Management's approval of the make, model, year and color of the golf cart to be purchased. Private carts must be maintained to an acceptable level of appearance and operation and Management shall be the sole judge of a private cart's acceptability. Management reserves the right to inspect private carts periodically.

## **ARTICLE VII MISCELLANEOUS**

### **7.1 BINDING EFFECT; INDEMNIFICATION**

In consideration of the rights and privileges of membership each Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules. Furthermore, each Member agrees to hold the Owner of the Club, Management, Manager and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules by the Member or his or her family or guests, or any dispute arising in any manner from membership.

### **7.2 RELEASE AND DISCLAIMER**

While using the Club or participating in Club events, whether on or off the club premises, Members and their family and guests are charged with the responsibility of using proper judgment and caution at all times. The Owner of the Club, Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from the use of the club. Consequently, any Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Owner of the Club, Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner of the Club Management, the Manager and their employees and agents and waives any cause of action which a Member, or anyone claiming by, or through said Member might now or hereafter have against said parties due to any injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

### **7.3 PERSONAL PROPERTY**

Each Member and his or her family and guests are responsible for their own personal property. Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaim any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of by Management without notice. No bailment is intended, nor created by the preceding sentence.

### **7.4 LIABILITY FOR DAMAGE OR INJURY**

- (a) Each Member is responsible for any damage to the Club or property caused by the negligence of that Member, his or her family members, or guests, and such Member shall promptly reimburse Management for all costs and expenses incurred by Management to repair or replace such damaged facility or property.
- (b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Management shall be responsible for such injury or damage. In the event of such injury or

damage, the Member shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.

- (c) Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from their negligent conduct. Neither the Owner of the Club or Management shall be responsible for injuries which may result from errant balls or cart accidents or other negligent conduct of persons using the golf course. In the event a Member causes such injury, the Member shall immediately contact the injured party and take responsibility for the incident and shall also report the matter to the golf shop upon completion of play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.
- (d) Caution must be exercised at all times while wearing cleats.

## **7.5 RECOVERY OF DAMAGES OR DUES**

If Management is required to turn a Member's account over to a collection agency or institute legal action to collect any dues or charges owed by a Member, or to enforce any provision of these Rules against a Member, the Member agrees he or she shall be responsible for all costs of collection, including without limitation reasonable attorneys' fees incurred by Management and court costs.

## **7.6 NO AGENCY**

No member or any other person participating in the activities of any association or committee shall have the authority, express or implied, to act on behalf of or as an agent for the Owner of the Club, Management or Manager.

## **7.7 ASSOCIATIONS**

Member at their own election may organize golf or social associations or committees. Management does not assume any responsibility, nor accept or incur any liability, for the activity of any such association or committee. No rules or policies of such associations or committees may be contrary to or conflict with these Rules or the policies established by Management.

## **7.8 ENTIRE AGREEMENT; AMENDMENT**

Each membership incorporates these Rules. The membership application form signed by each Member and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each Member and Management. These Rules may be modified, amended, changed, altered or repealed at any time at Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting at the Club.

## **7.9 NOTICE**

- (a) Any notice to be given by Management to a Member may be mailed/emailed or otherwise delivered to that Member at the address which the Member lists on the application for membership, unless that address has subsequently been changed by written notice delivered to Management as provided for in this Section. Notice to a Member is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage-prepaid, whether accepted or not.
- (b) Any notice to be given by a Member to the Club may be mailed/emailed or otherwise delivered to Management at that address listed in Section 1.1, or such other address as Management may

subsequently designate by notice delivered to the membership as provided for in this Section. Notice to Management is effective upon its receipt by Management.

#### **7.10 WAIVER**

No obligation of a Member shall be deemed to have been waived by Management unless such waiver has been given in writing by Management. Management's failure to strictly enforce these Rules or to fail to act in the event of a breach by a Member of its obligations under these Rules shall not be construed as a waiver of a subsequent breach of the same or different obligation.

#### **7.11 CUMULATIVE REMEDIES**

All of the Management's remedies shall be cumulative and no one of them will be exclusive of the other. Management shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or equity, whether or not stated in these rules.

#### **7.12 CONVEYANCE OF OWNER'S OR MANAGEMENT'S INTEREST**

Owner and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in these Rules. Upon the conveyance and complete divestiture, whether by assignment, sale or other form of transfer of Owner's or Management's complete interests in the Club and/or in the operations thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

**LAKE HAVASU GOLF CLUB**

**RECEIPT OF RULES AND REGULATIONS**

The undersigned acknowledges having received, read, and understood the current Rules and Regulations of Lake Havasu Golf Club. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by management in its sole discretion.

Date: \_\_\_\_\_

**Primary Member's Signature**

\_\_\_\_\_

**(Print Name)**

\_\_\_\_\_

**Member Spouse/Partner**

\_\_\_\_\_

**(Print Name)**

\_\_\_\_\_